

STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

March 20, 2014 - 10:07 a.m.
Concord, New Hampshire

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RE: IR 13-244
ELECTRIC AND GAS DISTRIBUTION UTILITIES:
Investigation into Payment Hierarchy
between Competitive Energy Suppliers and
Electric and Natural Gas Distribution
Utilities.

PRESENT: Chairman Amy L. Ignatius, Presiding
Commissioner Robert R. Scott
Commissioner Martin P. Honigberg

Clare E. Howard-Pike, Clerk

APPEARANCES: Reptg. Unutil Energy Systems:
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Reptg. N.H. Electric Cooperative:
Mark W. Dean, Esq.

Reptg. Liberty Utilities (Granite State
Electric) Corp.:
Sarah B. Knowlton, Esq.

Reptg. Public Service of New Hampshire:
Matthew J. Fossum, Esq.

COURT REPORTER: Steven E. Patnaude, LCR No. 52

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APPEARANCES: (c o n t i n u e d)

Reptg. North American Power:

Robert J. Munnelly, Jr., Esq. (Murtha...)

Reptg. Retail Energy Supply Association:

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Stephen R. Eckberg

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Office of Consumer Advocate

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 JOHN WASSAM**

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P R O C E E D I N G

1
2 CHAIRMAN IGNATIUS: We're here on Docket
3 IR 13-244, involving the competitive energy suppliers' and
4 electric utilities' payment hierarchies, and how payments
5 are allocated when they're made on a consolidated billing
6 system. I'd like to open the hearing in that, and note
7 Commissioner Scott is here. He just, on our way, he had a
8 phone call he had to take. So, he will join us in just a
9 moment.

10 We'll begin first with appearances
11 please.

12 MR. ASLIN: Good morning. I'm Chris
13 Aslin, from Bernstein Shur, on behalf of Electricity N.H.,
14 doing business as ENH Power.

15 CHAIRMAN IGNATIUS: Welcome.

16 MR. FOSSUM: And, good morning,
17 Commissioners. Matthew Fossum, for Public Service Company
18 of New Hampshire.

19 CHAIRMAN IGNATIUS: Good morning.

20 MS. KNOWLTON: Good morning. Sarah
21 Knowlton, here today for Liberty Utilities (Granite State
22 Electric) Corp.

23 CHAIRMAN IGNATIUS: Good morning.

24 MR. EPLER: Good morning. Gary Epler,

1 appearing on behalf of Unitil Electric.

2 MR. DEAN: Good morning. Mark Dean, on
3 behalf of the New Hampshire Electric Cooperative.

4 CHAIRMAN IGNATIUS: Good morning.

5 MR. PATCH: Good morning. Doug Patch,
6 from Orr & Reno, on behalf of the Retail Energy Supply
7 Association.

8 MR. MUNNELLY: I'm Rob Munnelly, of
9 Murtha Cullina, LLP, here for North American Power & Gas.

10 CHAIRMAN IGNATIUS: Good morning.

11 MS. HOLLENBERG: Good morning. Rorie
12 Hollenberg, Stephen Eckberg, and James Brennan, for the
13 Office of Consumer Advocate.

14 MS. AMIDON: Good morning. Suzanne
15 Amidon, for Commission Staff. I'm here today with Amanda
16 Noonan, who is the Director of the Consumer Affairs
17 Division for the Commission. Thank you.

18 CHAIRMAN IGNATIUS: Welcome, everyone.
19 A couple of preliminary matters before we begin with
20 evidence. We know that a Settlement Agreement has been
21 filed here, which we received and reviewed. It was
22 accompanied by a request for a waiver of the five-day
23 rule. And, we are happy to grant that. I think a letter
24 may have gone out on that already. But, to the extent it

1 hasn't or it's in the mail, it's been granted. And, thank
2 you for getting it in as soon as you could, because it was
3 not that long, it was not a problem with us doing it in
4 anticipation of the hearing today.

5 There also was a question as to the
6 status of the Office of Consumer Advocate, and whether
7 it's joining in the Settlement or not. Ms. Hollenberg,
8 can you clarify that?

9 MS. HOLLENBERG: I can. Thank you. The
10 Office of Consumer Advocate supports the Settlement
11 Agreement. I became involved in this docket a week ago
12 yesterday for the first time. And, before that time, I
13 was generally aware about the case and about Ms.
14 Chamberlin's work on the case and her work in settlement
15 negotiations. However, I did not feel as though I knew
16 enough in order to sign the Settlement Agreement, to bind
17 myself, as well as the OCA.

18 CHAIRMAN IGNATIUS: All right. That's
19 good. Thank you.

20 MS. HOLLENBERG: Thank you.

21 CHAIRMAN IGNATIUS: Then, is there
22 anything else to take up before we present evidence on the
23 Settlement? And, I assume we have a panel this morning?

24 MS. AMIDON: Yes. The panel consists of

1 Mr. Wassam, from ENH Power, and Heather Arvanitis, from
2 PSNH. And -- excuse me. I have provided a copy of the
3 Settlement Agreement to the stenographer and to the Clerk.
4 And, I just would ask that it be marked for identification
5 as "Exhibit 1". I don't intend to conduct the direct
6 examination, but I'm trying to facilitate the process by
7 getting the witnesses up to the stand.

8 CHAIRMAN IGNATIUS: Okay. We'll mark
9 that for identification as "Exhibit 1".

10 (The document, as described, was
11 herewith marked as **Exhibit 1** for
12 identification.)

13 CHAIRMAN IGNATIUS: And, Ms. -- is it
14 "Evenitis"?

15 MS. AMIDON: It's "Arvanitis".

16 MS. TEBBETTS: No, it's "Tebbetts".

17 MS. AMIDON: Oh, it's "Tebbetts". I
18 used here maiden name.

19 CHAIRMAN IGNATIUS: That's the worst
20 pronunciation.

21 CMSR. HONIGBERG: It would have taken a
22 long time for me to guess that out of that spelling.

23 CHAIRMAN IGNATIUS: Okay. "Tebbetts",
24 T-e--

1 MS. TEBBETTS: -- b-b-e-t-t-s.

2 CHAIRMAN IGNATIUS: Good. Thank you.

3 MS. AMIDON: I don't know why, I just --

4 CHAIRMAN IGNATIUS: And, is it "Wasson"?

5 MR. WASSAM: Wassam, W-a-s-s-a-m.

6 CHAIRMAN IGNATIUS: Oh. I was wrong on

7 that one, too. All right. I think we're ready to go.

8 Why don't you have the witnesses be seated.

9 (Whereupon **Heather M. Tebbetts** and
10 **John Wassam** were duly sworn by the Court
11 Reporter.)

12 MR. ASLIN: All set?

13 CHAIRMAN IGNATIUS: Please proceed.

14 CMSR. HONIGBERG: Go ahead. Ask her to
15 state her name for the record.

16 MR. ASLIN: Do you guys have your mikes
17 on? Okay. Great.

18 **HEATHER M. TEBBETTS, SWORN**

19 **JOHN WASSAM, SWORN**

20 **DIRECT EXAMINATION**

21 BY MR. ASLIN:

22 Q. Mr. Wassam, if you could just state your name for the
23 record and spell it please.

24 A. (Wassam) John Wassam, W-a-s-s-a-m.

1 Q. Thank you, Mr. Wassam. And, who are you employed by?

2 A. (Wassam) I'm a contract consultant to Provider Power,
3 LLC, which is a parent of Electricity N.H., doing
4 business as ENH Power.

5 Q. Great. And, I think, for shorthand, we'll just use
6 "ENH Power" or "ENH" for today. It's easier to say.
7 And, can you tell us what your job responsibilities are
8 with ENH, and Provider Power more generally?

9 A. (Wassam) I consult on a variety of issues, mostly in
10 operations, supply, and pricing, for all of their
11 affiliates.

12 Q. Thank you. And, how long have you been working with
13 Provider Power?

14 A. (Wassam) I've been with Provider Power for a year.

15 Q. Where were you employed prior to working for Provider
16 Power?

17 A. (Wassam) Prior I was employed by Unitil as the Energy
18 Supplier Services Coordinator, where I had
19 responsibility overseeing third party supply
20 relationships with both their electric and natural gas
21 accounts and suppliers.

22 Q. Thank you. So, you've been involved with suppliers for
23 several years then?

24 A. (Wassam) Yes.

1 Q. Thank you. And, have you previously testified before
2 the Commission?

3 A. (Wassam) No. No.

4 Q. And, what is the purpose of your testimony today?

5 A. (Wassam) My purpose is to support the Agreement before
6 us for IR 13-244.

7 MR. ASLIN: Thank you. And, I'm going
8 to let Mr. Fossum qualify Ms. Tebbetts first.

9 MR. FOSSUM: Thank you.

10 BY MR. FOSSUM:

11 Q. Ms. Tebbetts, could you state your name for the record
12 please.

13 A. (Tebbetts) Yes. My name is Heather Tebbetts.

14 Q. And, by whom are you employed and in what position?

15 A. (Tebbetts) I'm employed by Northeast Utilities Service
16 Company. And, I'm a Senior Analyst in our New
17 Hampshire Revenue Requirements Department.

18 Q. And, what are your responsibilities in that position?

19 A. (Tebbetts) My responsibilities entail document
20 management, and I'm also responsible for regulatory
21 activity affecting the financial requirements for PSNH.

22 Q. And, have you previously testified before this
23 Commission?

24 A. (Tebbetts) Yes.

1 Q. And, did you participate on behalf of PSNH in this
2 docket?

3 A. (Tebbetts) Yes.

4 Q. And, did you participate on behalf of PSNH in the
5 Settlement that's being presented to the Commission
6 today?

7 A. (Tebbetts) Yes.

8 Q. And, you are familiar with its terms?

9 A. (Tebbetts) Yes.

10 Q. Thank you. Could you just very briefly summarize how
11 we came to the Settlement today?

12 A. (Tebbetts) Yes. Staff and OCA sent a letter of
13 recommendation in Docket 12-097 that recommended
14 looking into payment hierarchy of the utilities. And,
15 the Parties at that time began looking into payment
16 hierarchy and communications between the utilities and
17 suppliers. On October 13th, 2013, the suppliers filed
18 a proposal to change the payment hierarchy and
19 recommended certain communications by the utilities.
20 Parties went through discovery. And, we looked at what
21 exactly each utility was doing for payment posting at
22 that time. And, now, we've come to a settlement.

23 Q. Okay. And, with that background, could you just very
24 briefly go through sort of a -- the Commissioners have

1 indicated that they have read the Settlement. So,
2 could you just very briefly explain some of the
3 important terms of that Settlement?

4 A. (Tebbetts) Yes. So, as part of the terms of the
5 Settlement, first section deals with payment hierarchy.
6 And, the utilities agreed to adopt a payment hierarchy
7 that pays the CEPS their past due receivables first,
8 after the utility's past due receivables. And, that
9 section also describes how the current payment
10 hierarchies will reflect in payment posting.

11 The second section deals with the Sync
12 Report. And, the utilities agreed to provide, upon
13 request, a Sync Report to the competitive suppliers no
14 more frequently than once a month. In the Sync Report,
15 it gives details such as billing information, like
16 mailing address, account number, just to allow the
17 competitive suppliers to match up their records with
18 the utility records. We'll also be providing in the
19 Sync Report, at least PSNH will, budget billing
20 information and payment arrangement information in the
21 future.

22 Section C deals with the utility
23 disclosure of the customer participation in budget
24 billing.

1 Section D deals with the cost recovery.
2 And, PSNH has asked to recover costs identified to make
3 changes to our billing payment systems. And, in that
4 Settlement, PSNH has agreed to cap the recoverable
5 costs at \$18,000.

6 Section E deals with customer
7 communications. The CEPS agreed to have little
8 communications with customers regarding their past due
9 balances, to avoid customer confusion, when CEPS are
10 using the consolidated billing from the utilities.

11 And, Section F deals with customer
12 consent to disclosure of the CEPS of utility account
13 status with the budget billing and payment arrangement.
14 And, the CEPS agreed to get express consent for every
15 residential and small commercial customer account
16 subject to consolidated billing, and to authorize the
17 utility to disclose the CEPS -- to the CEPS on subjects
18 such as budget billing and payment plans. And, if the
19 CEPS fail to obtain consent, they need to take steps to
20 avoid using consolidated billing from the utility.

21 Q. And, I guess I forgot to ask before, but is it fair to
22 say, does PSNH support this Settlement Agreement?

23 A. (Tebbetts) PSNH does support the Settlement.

24 Q. And, what do you expect will be the potential impacts

1 from implementing the changes identified in the
2 Settlement?

3 A. (Tebbetts) At this time, we're unaware of the -- how
4 the changes will affect, other than the fact that there
5 could be an increase in uncollectibles. We're unsure
6 at this time, until we implement the changes, if there
7 will be an increase. But we do believe that there is a
8 chance that there could be an increase in
9 uncollectibles.

10 MR. FOSSUM: And, with that, I have no
11 further questions at this time.

12 CHAIRMAN IGNATIUS: All right. Are
13 there any other signatories to the Settlement that would
14 like to do any further direct examination? Any matters
15 you wanted brought out?

16 MR. MUNNELLY: Could I ask one? It's in
17 the nature of a clarifying question, just to be clear.

18 CHAIRMAN IGNATIUS: That's fine.

19 **CROSS-EXAMINATION**

20 BY MR. MUNNELLY:

21 Q. Ms. Tebbetts, you mentioned that there's information
22 that is going to be provided relative to budget billing
23 and relative to payment plan information. Am I correct
24 that you're just indicating to the supplier that "a

1 budget plan or a payment plan is in effect", you're not
2 giving the details of those arrangements?

3 A. (Tebbetts) Yes. That's correct. We won't be giving
4 any dollar amount information that deals with the
5 customer's account. Just "yes" or a "no", as to
6 whether or not the customer is on a budget bill or is
7 currently in a payment arrangement.

8 MR. MUNNELLY: Okay. Thank you.

9 CHAIRMAN IGNATIUS: Thank you. Ms.
10 Hollenberg, you're not a signatory, but is there any
11 questioning you had for the panel?

12 MS. HOLLENBERG: No thank you.

13 CHAIRMAN IGNATIUS: Then, and Staff, no?
14 Nothing further?

15 MS. AMIDON: No, we have none.

16 CHAIRMAN IGNATIUS: All right. Then,
17 let's have questioning from the Commissioners.
18 Commissioner Honigberg.

19 CMSR. HONIGBERG: I'm not sure I have
20 any questions at this time.

21 CHAIRMAN IGNATIUS: Commissioner Scott,
22 I'll give you still a minute to get organized there. I
23 have a few, just to be sure I understand.

24 BY CHAIRMAN IGNATIUS:

1 Q. On Page 2 of the Agreement, under the -- at the very
2 beginning of the "Payment Hierarchy" language, number 1
3 says that the utilities will pay the CEPS' past due
4 receivables before any of the current utility
5 receivables, correct?

6 A. (Tebbetts) Yes.

7 Q. And, then, Paragraph 2 gets into a whole series of
8 priorities. And, none of them mention "competitive
9 electric suppliers' past due receivables". So, am I
10 correct that number 2 kicks in only after number 1 has
11 been paid?

12 A. (Tebbetts) Yes.

13 Q. Okay. If -- and, then, there's different terms between
14 the Co-op and PSNH on one side and Liberty and Unitil
15 on the other, because they come in with different
16 structures already in place?

17 A. (Tebbetts) Yes.

18 Q. Once the Co-op and PSNH make changes, they will be
19 similar to Liberty and Unitil's?

20 A. (Tebbetts) As far as I understand, Unitil does
21 something different also, and Gary may have to speak
22 with that. But Liberty is -- we'll be moving closer to
23 how Liberty handles their payment hierarchy. PSNH and
24 the Co-op will be moving closer to that.

1 Q. All right. It might be useful later to hear about how
2 Unitil's is different. And, because if I read this
3 correctly, it's leaving the option for those two
4 companies, Liberty and Unitil, to either do the model
5 set out in number 2, or something of their own, is that
6 correct?

7 A. (Tebbetts) Yes.

8 Q. So, maybe we'll get an offer from Mr. Epler later on
9 what that would be. If you have a customer who has --
10 who owes the CEPS past due receivables, as well as the
11 utility, for a variety of different categories of
12 expenses, let's say the total owed is, you know, \$500,
13 and the utility receives a check for 200.

14 A. (Tebbetts) Uh-huh.

15 Q. You first will allocate the amount that's considered a
16 past due receivable to the CEPS and make that payment
17 to the CEPS?

18 A. (Tebbetts) Actually, the way that PSNH will allocate
19 their dollars is PSNH's past due receivables will be
20 paid first, and anything that's left over will then go
21 to the CEPS' past due receivables.

22 Q. Okay. So, I'm misreading this. So, it's CEPS' past
23 due receivables prior to utility's current receivables,
24 but before either of those things are the utility's

1 past due receivables?

2 A. (Tebbetts) Yes. That's correct.

3 Q. So, where -- I think I'm just not being very clever at
4 reading this. Where in the listing, if you were to
5 make a chart of where dollars go, the first place they
6 go, when you receive a check, is to the utility's past
7 due receivables?

8 A. (Tebbetts) Yes.

9 Q. And, we'll just deal only with PSNH now for a moment.
10 What's the hierarchy next? You have the utility's past
11 due receivables?

12 A. (Tebbetts) The next in the hierarchy would be the CEPS'
13 past due receivables.

14 Q. Okay. Then what?

15 A. (Tebbetts) Then, PSNH's current receivables.

16 Q. All right.

17 A. (Tebbetts) And, then, the CEPS's current receivables.

18 Q. All right. And, then, what about the items that are
19 listed in number 2 about "utility outstanding deposit
20 obligations", "current payment arrangement
21 obligations"? How does all of that fit into your --
22 the steps you just laid out?

23 A. (Tebbetts) So, when we -- when PSNH receives a payment,
24 if the customer owes a deposit, we would first apply

1 those dollars to the deposit. Anything left over would
2 then be applied to any past due receivables for the
3 utility. And, then, you would --

4 Q. So, you would consider a deposit as a past due
5 receivable?

6 A. (Tebbetts) It would get paid first, yes.

7 Q. Okay. All right. Go ahead. I didn't mean to cut you
8 off.

9 A. (Tebbetts) And, then, if the customer -- let's assume
10 that the customer has a payment arrangement. So,
11 although they have a past due, they're in a payment
12 arrangement. Then, any dollars after the deposit is
13 paid would then be applied to the payment arrangement
14 amount. And, the way that PSNH makes payment
15 arrangements, we include their total bill in the
16 payment arrangement. So, if the customer paid all of
17 their past due, their past due receivables to PSNH as
18 part of that payment arrangement, then whatever is
19 left, once that's paid, would then go to the CEPS, as
20 far as receiving their past due receivables.

21 Q. All right. And, the mechanics of how the payment is
22 made to the CEPS, is that just an electronic recording
23 of funds received? You don't actually send money over
24 to the CEPS, do you?

1 A. (Tebbetts) We do, actually. Daily, we calculate how
2 much money we owe to them, and we process payments and
3 send them daily.

4 Q. Okay. And, when that is made, or maybe through these
5 monthly Sync Reports, how do the CEPS know what was
6 left in the amount received that then was allocated to
7 the CEPS' past due and current due receivables?

8 A. (Tebbetts) Let me make sure I understand your question.
9 You just want to know, if a CEP received a payment from
10 PSNH for a customer, how do we know that dollar amount
11 was applied to their past due or their current due? I
12 guess that's where I would hope their records would
13 allow them to know. Because we're sending them
14 payments on the accounts that we have for them, through
15 our consolidated billing. And, if we applied a \$100
16 payment to their customer's past due, and they owe
17 really 150 past due, on our end we would see in our
18 billing system that the customer paid \$100, and we
19 applied it to their account. But we would not keep
20 track of anything or send anything to them. They would
21 have to know that they still owe \$50. We would just
22 send them the payment for 100, with the customer's
23 account number.

24 Q. But you must record in your system where that CEPS

1 customer is on past due and current receivables,
2 because you need to know that next month when you get a
3 check in, right?

4 A. (Tebbetts) Yes. So, the system would know. So, if the
5 PSNH's past due receivables were fully paid, and the
6 CEPS' portion was not, then we would then apply the
7 next payment, let's assume that the customer was still
8 late, I guess it would -- it would depend on the -- I'm
9 trying to think of an example in my head that -- with
10 dollars. But, yes. So, we would just apply it based
11 on that hierarchy. So, if the customer is current,
12 then PSNH's current would be paid first, and then we'd
13 send the rest to the supplier. If they had a past due
14 on their supply portion, then we would have to apply
15 that portion to the past due supply, and then send the
16 rest, apply it to our current.

17 Q. Mr. Wassam, in hearing that description, does that
18 sound workable, from your point of view, on the CEPS
19 side?

20 A. (Wassam) I believe so. I mean, we know what our
21 receivables are. So, if we receive money, then we
22 apply it to our --

23 (Court reporter interruption.)

24 **CONTINUED BY THE WITNESS:**

1 A. (Wassam) -- to our oldest receivables first.

2 BY CHAIRMAN IGNATIUS:

3 Q. Okay. I also wondered, on Page 4, Section E, about
4 "Customer Communications". Number 2 says that the
5 "CEPS have the right to make one contact" about monies
6 due. Do they have to make a contact? Can they
7 initiate termination efforts without a contact? I
8 guess I look to Mr. Wassam on that.

9 A. (Wassam) We do initiate, currently, we do initiate
10 contact. We would, and I believe most suppliers, would
11 have the right to terminate the contract and send the
12 account back to the utility to --

13 CHAIRMAN IGNATIUS: Make sure that
14 little red light is on.

15 WITNESS WASSAM: Oh.

16 (Court reporter interruption.)

17 **CONTINUED BY THE WITNESS:**

18 A. We would send the account back to the utility for
19 default supply.

20 BY CHAIRMAN IGNATIUS:

21 Q. Would you reach out and actually try to speak with
22 someone with the account before starting that
23 termination?

24 A. (Wassam) Currently, yes.

1 Q. And, that would still be allowed under this, to have
2 one contact, correct?

3 A. (Wassam) Yes.

4 Q. And, has anyone thought about the CEPSs who are not
5 participating in this Settlement? I mean, there are
6 none who refused to sign, as far as I know, correct me
7 if I'm wrong. But what about all the ones who just
8 never even showed up and didn't have anything to do
9 with the negotiations? How do they know what these
10 rules would be? And, is there any concern about
11 binding them to certain terms, when they haven't been
12 participants? And, the witnesses may not have a view
13 on that. We can get word from your lawyers later, if
14 you don't.

15 A. (Tebbetts) For PSNH, our understanding was that, once
16 an order was issued, well, assuming that you approved
17 our Settlement, that all of the CEPSs registered in New
18 Hampshire would be required to work underneath this
19 Settlement. And, so, for PSNH, with regards to
20 recovering the costs associated with making the billing
21 changes, we would then bill each one for those costs,
22 divided evenly between however many, I believe there's
23 20 or 21 at this time, to recover our costs.

24 CHAIRMAN IGNATIUS: Maybe when you're

1 done, we'll ask counsel if they have had any
2 communications, how widely this has been disseminated,
3 that sort of thing. Commissioner Scott, did you have any
4 questions?

5 CMSR. SCOTT: Yes. Thank you. And,
6 good morning.

7 BY CMSR. SCOTT:

8 Q. Probably for Ms. Tebbetts to start. So, under this
9 construct, if I'm a customer of the CEPS, but I'm
10 getting service from PSNH, and I don't pay my bill, I'm
11 really looking at Section E, under "Customer
12 Communications", on Page 4.

13 A. (Tebbetts) Okay.

14 Q. I assume, and help me out here, what would happen? If
15 I don't pay my bill, what happens? Do I get something
16 from PSNH? Do I get a call? I get a letter? What
17 happens?

18 A. (Tebbetts) Currently? Or, do you want to know moving
19 forward after the Settlement?

20 Q. Moving forward after the Settlement.

21 A. (Tebbetts) Okay. So, moving forward after the
22 Settlement, if you're not paying your bill, then PSNH
23 would send you, depending on where you are in the
24 process, because if you're a customer who's always paid

1 their bill on time, we'll send you a late payment
2 notice. If you're a customer who continuously doesn't
3 pay their bill, we would send you a disconnect notice
4 for the total amount of your bill. Even though we
5 can't disconnect for the supply portion, we would still
6 send you a disconnect notice for it. And, then, PSNH
7 would go through the motions of trying to collect that
8 money, whether it be, you know, a field visit, it could
9 be, you know, phone calls, disconnecting the meter.
10 Whatever it may be, that's what we would do.

11 Q. And, your demand for payment, for want of a better
12 word, that includes both the supply -- that covers you
13 and the CEPS?

14 A. (Tebbetts) Yes. That's correct. We would always try
15 to collect on the total bill. We do now. We try to
16 collect on the total bill.

17 Q. Okay. So, with that, I'm trying to understand, under
18 E.1, it says the CEPS, obviously, to the extent that
19 people owe them money, "shall use their best efforts to
20 avoid initiation of communications regarding payment
21 for unpaid or late balances". And, then, the second
22 line, number 2 says they do "have the right to make one
23 contact" prior to termination efforts. So, if PSNH
24 is -- with the hierarchy that would be in place under

1 this Settlement, I'm trying to figure out how do we get
2 to -- how does this all work, between step one and step
3 two? So, why would this CEP need to initiate
4 anything?

5 A. (Tebbetts) So, currently, the way it works is, in my --
6 in PSNH's experience, the competitive suppliers contact
7 customers regularly regarding whether or not they're
8 paying their bills. And, I actually get a lot of
9 emails and phone calls from Customer Service handling
10 what's going on with that, because the customers are
11 somewhat confused as to why they got a letter that says
12 "you need to make a payment", and they may be on budget
13 billing or they may be on a payment arrangement. And,
14 so, they don't understand why they're getting a letter.
15 And, I've seen a few of the letters, and they say "Call
16 PSNH to take care of this." So, they call us and they
17 say "I don't understand why I'm getting a letter."
18 And, we say "Yes, we don't understand either. You're
19 on a payment arrangement. You need to talk to your
20 supplier." And, so, this has been happening now for
21 about a year.

22 And, so, we are trying, with this
23 Settlement, to avoid customer confusion, by providing
24 that information, whether a customer is on a payment

1 arrangement or a Sync List, monthly, to avoid confusion
2 for customers, to say "Yes, they are on a payment
3 arrangement at this moment" or "they are on budget
4 billing." And, hopefully, that will help out with
5 customer confusion.

6 Q. Okay. And, I get that. I think that's a benefit to
7 the Settlement, as I see it.

8 A. (Tebbetts) Uh-huh.

9 Q. But what I'm trying to get at is, presumably, if we
10 agree with, you know, we agree with the Settlement,
11 you'll abide by it. And, in which case, I'm just
12 trying to figure -- understand the scenario where a CEP
13 would need to now contact a customer to say "You're not
14 paying me and you need to pay"?

15 A. (Tebbetts) Well, the way we understood it, and I say
16 "we" as far as the other utilities also, is that they
17 want to have the right to contact the customer one last
18 time before they drop them, to say "Either make this
19 payment or we're going to have to let you go." And,
20 so, the utilities agreed that would be, you know, a
21 fair contact for them, if that's what they so choose to
22 do, rather than just sending in a drop to the utility.
23 We felt that there would be -- there should be an
24 option for them to contact the customer once.

1 Q. Okay. So, that would imply -- and, Mr. Wassam, I don't
2 want to leave you out of this, if you have something to
3 add. So, that would imply that the utility and the CEP
4 have different criteria at which they ask -- they try
5 to terminate service, is that correct?

6 A. (Wassam) That may be somewhat fair, yes. That they
7 have different -- they may have different termination
8 views.

9 Q. And, I guess, and I may be not asking my question well,
10 what I'm seeing is, unless, for instance, a CEP says
11 "If you don't pay me for two cycles, then I'm
12 terminating service", and the utility is saying "I'll
13 go four cycles before I terminate service", I'm not
14 sure I see a need why this would ever happen, I guess?

15 A. (Tebbetts) So, PSNH and the other utilities would never
16 terminate service. We would have to receive something
17 from the supplier saying that we drop the customer. We
18 wouldn't take them off of supplier services just
19 because they're not paying their bill. We would
20 actually not doing it for anything. The supplier would
21 have to request the drop with the customer.

22 Q. Okay. That's helpful. Thanks. And, Mr. Wassam, on
23 that end, I'm going to beat this dead horse I think, is
24 "best efforts to avoid initiation", which is in number

1 1, that the CEPS will "use their best efforts". So,
2 can you elaborate on that a little bit? What does that
3 mean? Is there will be further contact between the
4 utility and the CEPS before you do do that that one
5 last time?

6 A. (Wassam) Well, the clarification here is that we're
7 only talking about customers who are on budget billing
8 or a payment plan. So, once the utilities identify to
9 the suppliers who is on budget billing or a payment
10 plan, then we will flag those accounts in our system,
11 generally, I'm speaking of how it should work, we would
12 flag those accounts in our systems and not reach out to
13 them under this agreement, because they were so
14 flagged. We will not send them letters. We will not
15 make the phone calls --

16 Q. Okay.

17 A. (Wassam) -- under this agreement. But we are doing
18 that currently.

19 A. (Tebbetts) And, I'd just like to add to that, that this
20 request in the Settlement was for customers -- for all
21 customers who are having consolidated billing done by
22 the utilities. So, if they're not paying their bills
23 and they're not in a payment arrangement, because there
24 are times when a customer may go on a payment

1 arrangement on the 21st of the month, and, on the 15th,
2 when we sent them a Sync Report, they weren't on a
3 payment arrangement. So, they called a week later,
4 because they had five days from the disconnect notice
5 to call, and they made a payment arrangement. So, the
6 supplier wouldn't actually know at that point that they
7 were on a payment arrangement, because when we sent the
8 Sync List, they were not. And, so, this Settlement
9 actually would request that all customers who are
10 receiving consolidated billing by the utility for the
11 supplier services they're receiving would not get a
12 phone call, unless it was to request final payment
13 before they were terminated from their supplier. It
14 would not just be customers who are on budget billing
15 or a payment arrangement.

16 CMSR. SCOTT: That's helpful. Thank
17 you.

18 BY CMSR. HONIGBERG:

19 Q. Just I want to make sure I understand, I thought I
20 understood before and I think I do again. E.1 and 2
21 don't depend on each other. They're separate,
22 independent provisions that exist. (1) exists for a
23 particular subset of the customers, (2) applies to all
24 customers, correct?

1 A. (Tebbetts) Yes. That's correct.

2 CMSR. HONIGBERG: That's what I thought.
3 Thank you.

4 CHAIRMAN IGNATIUS: All right. I think
5 no other questions from the Bench. Is there any redirect?
6 Mr. Dean.

7 MR. DEAN: It isn't redirect, but I
8 thought, madam Chairman, you had a question, I think,
9 about how the provisions of the Settlement essentially
10 would end up being applied to CEPS who aren't in the room
11 today or part of the Settlement. And, I think I have an
12 explanation for you, if that would be helpful.

13 CHAIRMAN IGNATIUS: All right. Let's
14 just make sure, though, before we go to that, anything
15 else for the witnesses?

16 (No verbal response)

17 CHAIRMAN IGNATIUS: Doesn't appear any.
18 So, you're excused. You can either stay seated there or
19 you can head back to your other seats, if you'd like. In
20 fact, it might be useful, you might want to whisper to
21 your counsel, if there's anything that comes up in this
22 other discussion.

23 All right. Mr. Dean, yes.

24 MR. DEAN: Yes. So, I think the

1 important thing to remember is that we're only talking
2 about competitive suppliers who have an agreement with the
3 utility to provide consolidated billing. And that, I
4 believe in all contexts, is a separate contract agreement
5 between the utility and the competitive electric supplier.
6 And, the Settlement, at Page 6, I think, and make sure I
7 get the numbering right, I think we're at F.2 and 3, but,
8 on Page 6, is essentially saying that the utilities are
9 going to put in their tariffs the disclosure of these
10 terms, and they are going to place within their contracts
11 for competitive supply consolidated billing services these
12 basic provisions. So, the -- I know, for example, I mean,
13 the Co-op is in a different situation, it currently has no
14 competitive suppliers who are utilizing consolidated
15 billing. But, if this Settlement is approved, clearly,
16 we'll make modifications to the tariff, we'll make
17 modifications to those contracts. And, therefore, any
18 competitive supplier who wants consolidated billing is
19 going to have to agree with the terms that are embedded
20 this Settlement Agreement. And, I think that's the sort
21 of legal mechanism by which what's agreed to in the
22 Settlement ends up applying to all competitive suppliers
23 who want consolidated billing.

24 CHAIRMAN IGNATIUS: Well, that's very

1 clean for your company, because you don't have any
2 currently under any arrangement. But are there any
3 utilities that have CEPS who have asked for consolidated
4 billing, but are not -- have not participated in this
5 discussion, this Settlement?

6 MR. FOSSUM: Yes. PSNH, I believe we
7 have something like 20 something suppliers currently
8 offering consolidated billing to some group of customers
9 in our territory. Obviously, there's not -- there are not
10 20 suppliers represented here today. So, to that issue,
11 we agree that, yes, we would -- we agree with Mr. Dean
12 that we'll be modifying, assuming the Commission approves
13 this Settlement Agreement, we would modify our tariff,
14 when we're ready to implement the actual changes. We
15 would also modify our Supplier Services Agreements. Our
16 Supplier Services Agreements are -- they're cookie cutter
17 agreements, they're the same for everybody.

18 There's -- I would also note that, if
19 there is a Commission order approving the Settlement and
20 applying its terms, my understanding is that, by the 2000
21 rules at least, suppliers do have the obligation to abide
22 by the Commission's orders. So, they would then be
23 subject to an order setting out or agreeing with the terms
24 of this Settlement, the payment hierarchy therein, and so

1 that would be the payment hierarchy that would apply. So,
2 that would be our understanding about how that would be
3 applied to suppliers who are not in the room currently.

4 I will say, we have not done specific
5 reach to these suppliers to let them know of this. I
6 mean, this has grown out of a docket from essentially two
7 years ago. This has been long on the Commission's radar.
8 It's been long in the public sphere. So, this isn't new.
9 And, I guess, at this point, if the supplier has opted not
10 to participate, then it's not because there was no way for
11 them to know about it.

12 CHAIRMAN IGNATIUS: Mr. Patch, you
13 represent some suppliers through RESA. Do you know if you
14 represent all of the ones who are registered in New
15 Hampshire?

16 MR. PATCH: No. I would say the answer
17 is "no". I think there are approximately, of the 20 or
18 21, six of them that are members of RESA, I think is the
19 number that we determined at some point in this docket.
20 So, obviously, there's, between ENH, North American, and
21 RESA, we probably represent about eight of the 20 or 21
22 suppliers.

23 CHAIRMAN IGNATIUS: All right. Anything
24 else anyone wants to add on this issue? Ms. Knowlton.

1 MS. KNOWLTON: I just would echo what
2 Mr. Fossum said. That's the same case for Liberty. We
3 have a number of suppliers that we bill on a consolidated
4 basis for. We have not reached out to them, but we would.
5 We also have a standard form, a Competitive Supplier
6 Agreement, that we would amend. So, if the Commission
7 issued an order approving the Settlement, we would send
8 out amendments to the suppliers, notifying them of the
9 order and with the amendment, and ask that it be executed.
10 That would be the path that we would pursue.

11 I have one other, I can make this as an
12 offer of proof or, if necessary, we have company
13 representatives here from our Customer Service Group.
14 With regard to disconnection notices, when Liberty sends
15 out a disconnection notice for nonpayment, the only amount
16 of payment, you know, outstanding payment that is
17 reflected on that disconnection notice is the amount
18 that's owed to the utility. Since we don't have the right
19 to disconnect for an unpaid amount due a supplier, we do
20 not reflect that on the disconnection notice. And, I
21 wanted to clarify that for the record.

22 CHAIRMAN IGNATIUS: Thank you. Mr.
23 Epler.

24 MR. EPLER: Yes. Thank you. First, on

1 this issue, Unitil echoes the comments of Attorney
2 Knowlton, in terms of what it would do if the Commission
3 approves the Settlement Agreement.

4 There was an outstanding question from
5 the Bench with regard to how Unitil handles these issues.
6 And, again, this applies just for those competitive
7 suppliers that have arrangements for consolidated billing
8 with the Company. Essentially, the way we handle partial
9 payments is we treat the Company -- we treat competitive
10 suppliers the same way we treat the Company. We divide
11 the money equally. So, for example, if we had a customer
12 bill of \$100, of which \$40 was distribution charges and
13 \$60 was energy charges for the competitive supplier, and
14 we received a \$50 payment, we would apply \$20 of that to
15 the Company's outstanding distribution balance and \$30 to
16 the competitive supplier. And, we do that, the same
17 thing, for aging accounts, we will pay the aging accounts
18 first proportionately. If there's money left over, then
19 it goes to the more current accounts. There are two
20 exceptions to this. The first is, if we -- if money on a
21 deposit is due, we will first use the incoming funds to
22 pay off the deposit, and then it gets applied equally.
23 The second is the Consumption Tax. Again, we would pay
24 the Consumption Tax first, and then the rest of the

1 charges.

2 CHAIRMAN IGNATIUS: Thank you. That's
3 a -- I hadn't thought about the tax issue. Is the
4 Consumption Tax paid first by all of the utilities?

5 MR. FOSSUM: I don't know.

6 CHAIRMAN IGNATIUS: The settlement
7 wouldn't change how the Consumption Tax is being paid,
8 correct? However it's done now, it will continue to be
9 done that way? Mr. Dean is nodding "yes".

10 MR. DEAN: Well, there is nothing in the
11 Settlement Agreement that addresses the Consumption Tax.
12 I frankly don't know the answer to the question, as far as
13 what -- how the Co-op would currently do that.

14 CHAIRMAN IGNATIUS: Ms. Knowlton.

15 MS. KNOWLTON: For Liberty, the way that
16 we allocate payments, the Consumption Tax is wrapped into
17 the amount that's due. Liberty pays both the oldest
18 arrears 90 days or older aging first, and then the
19 supplier arrears that are 90 or more days older. The
20 Consumption Tax is going to be rolled into that amount.
21 So, we're not pulling the Consumption Tax out and paying
22 that separately. So, to the extent that there's not
23 enough money received from the customer to pay any
24 outstanding amount that's 60 days or, you know, that's

1 outstanding up to 60 days, and that includes the
2 Consumption Tax, it's not going to get paid until we
3 receive money for that from the customer and, you know,
4 the outstanding amounts have been taken care of.

5 CHAIRMAN IGNATIUS: All right. Anything
6 else anyone wants to mention? Mr. Aslin, yes.

7 MR. ASLIN: Yes. Thank you. I just
8 want to try and clear up one issue that I think we heard
9 some differing testimony on earlier and some differing
10 understanding perhaps from the Bench as well. And, that
11 is with regard to E.1 and 2, and whether the Agreement
12 would require the suppliers to cease sending any letters
13 or contacts to customers who are not identified on the
14 budget billing or a payment plan. I believe, as written,
15 and my understanding of the Agreement, is that it applies
16 only to customers who have been identified by the utility
17 as being on a budget billing plan or a payment plan at
18 that time. And, I heard some different things earlier. I
19 just wanted to put that out there and try and clarify the
20 record on that issue.

21 CMSR. HONIGBERG: Mr. Fossum, do you
22 agree with that, looking at E.1 and E.2?

23 MR. FOSSUM: I would agree with the
24 interpretation that was offered in response to your

1 question earlier, Commissioner. That E.1, by its terms,
2 applies specifically to -- I mean, it says "best efforts
3 to avoid communication regarding payment of unpaid or late
4 balances" having to do with budget billing payments and
5 payment plans. And, E.2 does not have that provision.

6 CMSR. HONIGBERG: Mr. Aslin, are you and
7 Mr. Fossum in agreement here?

8 MR. ASLIN: I think so. I'm not 100
9 percent clear. I'll try restating it and we can see if
10 we're all in agreement. That E.1, that the suppliers are
11 agreeing, with respect to customers who are on a budget
12 billing plan or a payment plan, to withhold sending
13 letters. Because this docket originated, in large part,
14 because letters were going to customers, and they were
15 being confused, because they said "Hey, I am paying. I'm
16 not behind", because they were on a payment plan and the
17 suppliers did not have that information. So, the intent
18 was to provide that information to the suppliers so they
19 could avoid sending those letters to people who shouldn't
20 be getting them. As opposed to saying that they shouldn't
21 send them to people who are not on any sort of special
22 plan and simply haven't been paying their bills. A
23 reminder letter to them on behalf of the supplier to say,
24 you know, "the utility is collecting your payments, but we

1 notice you're behind, and we'd like you to get caught up.
2 So, please make your payment."

3 CMSR. HONIGBERG: And, as I read
4 Paragraph 2 there, you get to send one of those letters.

5 MR. ASLIN: Well, that -- I guess maybe
6 that's where the confusion is and needs clarifying. My
7 understanding is that that one letter references a
8 qualification to Paragraph 1. So, maybe we do have a
9 slight disagreement.

10 CHAIRMAN IGNATIUS: So, Mr. Aslin, your
11 view is, if you're not on a budget plan, you're entitled
12 to as many calls as you want with that customer. It's
13 only for the ones on the payment plan that you're limited
14 to one?

15 MR. ASLIN: If the customer is not up
16 to -- hasn't paid their bills, yes. Then, the effort
17 would be to encourage them to do so. But, if they have
18 been paying under some sort of alternative plan, we'd be
19 agreeing not to, to the extent we have the information
20 that they're on that plan, we're agreeing not to make
21 those contacts.

22 CHAIRMAN IGNATIUS: Not to make more
23 than one.

24 MR. ASLIN: Correct. And, that's the

1 last ditch "we're going to drop you, if you don't come up
2 to speed." One contact, correct.

3 CHAIRMAN IGNATIUS: What's the -- are
4 the other utilities understanding how Section -- how E.2
5 applies in the way that Mr. Aslin does?

6 MS. KNOWLTON: No.

7 CHAIRMAN IGNATIUS: It sounds like PSNH
8 has a slightly different view. Ms. Knowlton.

9 MS. KNOWLTON: We share PSNH's view,
10 Commissioner Honigberg's explanation of the difference
11 between the two paragraphs, that 2 is not limited to
12 customers on a budget billing plan.

13 CHAIRMAN IGNATIUS: Well, let me suggest
14 this. Why don't we take a break, give you a chance to
15 talk about it off the record, and see if there is
16 agreement on this provision on how it should be
17 interpreted. And, if not, we'll take your advice, either
18 to except this as an agreement on all terms except for
19 one, and let us decide, or whether there's an interest in
20 withdrawing the Agreement entirely, because there isn't a
21 meeting of the minds on that. But let's take a break,
22 give you a chance to talk about it, and we'll be back.
23 Why don't you just let us know when to resume.

24 MR. ASLIN: Thank you.

1 (Recess taken at 10:57 a.m. and the
2 hearing resumed at 11:46 a.m.)

3 CHAIRMAN IGNATIUS: So, where are we
4 coming out of the conversations that you've been having?
5 Anyone want to be a spokesperson?

6 MS. AMIDON: Madam Chairman, yes. The
7 Parties agreed that 2 should be modified to be directed to
8 those customers on consolidated billing who are on an
9 approved budget billing or payment plan. So, the agreed
10 upon change is as follows: And, if anyone disagrees with
11 me, please speak up. At the beginning of that sentence it
12 should say "Notwithstanding 1 above," and then, in the
13 next line, after the phrase "consolidated billing
14 customer", it should -- this should be added: "on an
15 approved budget billing or payment plan". And, that would
16 narrow that to the one call for those customers taking
17 consolidated billing and on an approved budget billing or
18 payment plan.

19 Attached to this Agreement for the
20 revised language is a general understanding that the
21 Parties will revisit this issue in connection with the
22 Commission's rulemaking regarding Puc 2000, the rules for
23 competitive electric service providers. And, so, this,
24 while we agree today, for the purposes of moving forward,

1 to what I just proposed, there will be discussion later.

2 Right. And, that -- and I am reminded
3 by Ms. Noonan, that those discussions will relate to those
4 customers who take consolidated billing, but are not on a
5 budget billing or payment plan.

6 And, I want to thank Commissioner
7 Honigberg for pointing that out. His understanding helped
8 us have this discussion. And, I want to thank the Parties
9 for being able to agree to a position on this that we can
10 adopt today.

11 CHAIRMAN IGNATIUS: Thank you very much.
12 Does that description of where you've come to on the
13 Agreement comport with everyone's understanding? Anyone
14 with a different view?

15 (No verbal response)

16 CHAIRMAN IGNATIUS: All right. Seeing
17 no different views, then we'll make that change to the
18 proposed Settlement.

19 Then, is there anything further?

20 (No verbal response)

21 CHAIRMAN IGNATIUS: If not, we will take
22 the Settlement under advisement. And, I appreciate
23 everybody's efforts in trying to come up with a mechanism.
24 It gets fairly complicated, once we started working

1 through with Ms. Tebbetts about how it works, and it helps
2 me to understand how you sort out the monies due and the
3 payments that the customers are making, and appreciate
4 everybody's efforts with this. So, with that, we are
5 adjourned. Thank you.

6 MS. AMIDON: Madam Chairman, I'm sorry,
7 I have one question. Would you like to -- would the
8 Commission require a revised page of this Agreement?

9 CHAIRMAN IGNATIUS: I think I'm okay
10 with it. It's such a minor change, it's just in that one
11 section, it doesn't run throughout the document.

12 MS. AMIDON: And, thank you. And, I
13 would just ask that the exhibit identified as "Exhibit 1"
14 be admitted.

15 CHAIRMAN IGNATIUS: Oh, yes. Thank you.

16 MS. AMIDON: Thank you.

17 CHAIRMAN IGNATIUS: All right.

18 Appreciate that. We'll strike the identification and
19 admit it as a full exhibit.

20 MS. HOLLENBERG: Excuse me please?

21 CHAIRMAN IGNATIUS: Yes.

22 MS. HOLLENBERG: I was just going to ask
23 if I could make a statement for the record to close?

24 CHAIRMAN IGNATIUS: Oh, I'm sorry. Yes.

1 Please do. I apologize.

2 MS. HOLLENBERG: Thank you. The OCA
3 appreciates the Commission opening this proceeding in
4 response to our joint request with Staff to review and
5 improve the manner in which partial customer payments are
6 allocated between utilities and competitive electric
7 suppliers, as well as to address related communications
8 issues between the utilities, competitive suppliers, and
9 customers. The OCA also appreciates greatly the
10 professionalism and courtesy of the Staff and other
11 Parties in response to my decision to not sign the
12 Settlement Agreement, notwithstanding Attorney
13 Chamberlin's participation in the docket and settlement
14 negotiations.

15 As I explained earlier, I first became
16 involved in this case a week ago yesterday, on account of
17 Attorney Chamberlin's absence from the Office. At that
18 time, I was generally aware of Attorney Chamberlin's
19 involvement in this case and in settlement negotiations,
20 but I was not confident that I knew her position on the
21 terms of the Settlement Agreement as they existed before
22 her departure on Tuesday or as revised following her
23 departure. Consequently, I did not feel sufficiently
24 knowledgeable to sign the Settlement Agreement.

1 However, based on my general
2 observations of Attorney Chamberlin's work in the case, my
3 discussions with the OCA Staff who worked with Attorney
4 Chamberlin on the case, as well as discussions with the
5 Commission Staff and certain parties, it is my
6 understanding that Attorney Chamberlin supported the idea
7 of a negotiated resolution of the case. For this reason,
8 the Office of Consumer Advocate supports the Settlement
9 Agreement presented to the Commission. Thank you.

10 CHAIRMAN IGNATIUS: Thank you. All
11 right. Is there anything further?

12 (No verbal response)

13 CHAIRMAN IGNATIUS: If not, then we will
14 take this under advisement, and we're adjourned. Thank
15 you.

16 **(Whereupon the hearing was adjourned at**
17 **11:51 a.m.)**