



ORIGINAL

STATE OF NEW HAMPSHIRE

PUBLIC UTILITIES COMMISSION

10 APR '18 AM 10:40

March 6, 2018 - 2:04 p.m.  
Concord, New Hampshire

DAY 1  
Afternoon Session ONLY

RE: DG 17-048  
LIBERTY UTILITIES (ENERGYNORTH  
NATURAL GAS) CORP. d/b/a LIBERTY  
UTILITIES: Request for Change in  
Rates. (Hearing on the Merits)

PRESENT: Chairman Martin P. Honigberg, Presiding  
Commissioner Kathryn M. Bailey  
Commissioner Michael S. Giaimo

Jody Carmody, Clerk

APPEARANCES: Reptg. Liberty Utilities (EnergyNorth  
Natural Gas) Corp. d/b/a Liberty  
Utilities:  
Michael J. Sheehan, Esq.

Reptg. Residential Ratepayers:  
D. Maurice Kreis, Esq., Consumer Adv.  
Brian D. Buckley, Esq.  
Pradip Chattopadhyay, Asst. Cons. Adv.  
James Brennan, Finance Director  
Office of Consumer Advocate

Reptg. PUC Staff:  
Paul B. Dexter, Esq.  
Alexander F. Speidel, Esq.  
Stephen Frink, Dir./Gas & Water Div.  
Al-Azad Iqbal, Gas & Water Division

Court Reporter: Susan J. Robidas, NH LCR No. 44

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4 JAMES J. BRENNAN  
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## P R O C E E D I N G S

(Resumed at 2:04 p.m.)

CHAIRMAN HONIGBERG: All right.  
Mr. Dexter, did we get the numbering sorted out  
on the document that we've been calling "PB-12"?

MR. DEXTER: Yes, we did. My  
understanding is it's been marked for  
identification as Exhibit 30. And the  
exhibit --

CHAIRMAN HONIGBERG: Want to try  
40?

MR. DEXTER: No. The exhibit  
list that was handed out, 1 through 29 have  
already been submitted, and everything under the  
area of "to be distributed at hearing," we're  
going to do -- we're going to mark as we go. So  
most of what's listed there will likely be  
marked --

CHAIRMAN HONIGBERG: But it just  
won't have the numbers that are assigned to it  
right now.

MR. DEXTER: Correct. And there  
might be some additional ones as well.

CHAIRMAN HONIGBERG: Okay. So

1 the list that is on the third page of what was  
2 put up here this morning is informational but  
3 not correct. So 30 is the document, the  
4 one-page document that we've been calling  
5 "PB-12."

6 MR. DEXTER: That's right.

7 CHAIRMAN HONIGBERG: All right.

8 Are you ready to continue otherwise?

9 MR. DEXTER: Yes.

10 CHAIRMAN HONIGBERG: You may  
11 proceed.

12 MR. DEXTER: Thank you. And I  
13 want to begin by handing out a document marked  
14 as PB-2. And we'll use this for questioning.

15 CHAIRMAN HONIGBERG: Off the  
16 record.

17 (Discussion off the record)

18 CHAIRMAN HONIGBERG: Whenever  
19 you're ready.

20 CROSS-EXAMINATION (Resumed)

21 BY MR. DEXTER:

22 Q. So, Mr. Mullen, I've distributed a document  
23 that's labeled "PB-2." And again, is it your  
24 understanding that this was information

1 provided by Liberty Utilities to Liberty  
2 Consulting through our informal discovery  
3 process?

4 A. (Mullen) Yes, it is.

5 Q. And I'd like to direct your attention to the  
6 second page in this document. It's a long  
7 chart with some numbers and some dates. And  
8 my understanding is that that was submitted  
9 as Attachment PB-2.3 Supplemental. Are you  
10 familiar with this document?

11 A. (Mullen) Yes, I am.

12 Q. Was this document prepared by Liberty  
13 Utilities or Liberty Consulting, or someone  
14 else?

15 A. (Mullen) This document was prepared by  
16 Liberty Utilities. The genesis of this  
17 document was a Project Cost History document  
18 that was included in the project file that  
19 ended, if you turn to the second page of it,  
20 with the line that says "November 14." It  
21 ended at a number of \$3,285,721.25. That  
22 number was -- that schedule was reviewed by  
23 the PUC Audit Staff. It was also initially  
24 provided to Liberty Consulting. In addition

1 to that, in order to get to the \$3.8 million  
2 total capital costs, there was analysis that  
3 was done of all the project costs to go from  
4 the 3.3 million cost to the 3.8 and account  
5 for every penny.

6 Q. Okay. And back on the front page of that  
7 long chart called "Project Cost History," on  
8 the first four or five lines there are some  
9 dates in the left-hand column that indicate  
10 when these expenditures were -- when these  
11 items were -- well, what do those dates  
12 represent?

13 A. (Mullen) I didn't prepare that part of the  
14 document, so I couldn't tell you. The  
15 document already existed. What I did do is  
16 the information that's at the bottom of the  
17 second page.

18 Q. Okay. Do you know what the CP1, 2, 3, 4, 5  
19 and so on in the left-hand column represent?

20 A. (Mullen) Change proposals.

21 Q. Okay. And I do see that as a footnote on the  
22 back side of this. Can you describe what a  
23 change proposal is?

24 A. (Mullen) Just like a change order.

1 Q. Well, what is that?

2 A. (Mullen) That means when conditions change or  
3 some other project cost has to change for  
4 whatever issue came up, that's where they  
5 issue a change proposal to say here's what  
6 it's going to cost, and then it has to get  
7 reviewed and signed off on.

8 Q. Okay. And then -- I didn't mean to cut you  
9 off. Were you going to say more?

10 A. (Mullen) Well, I was going to say that those  
11 were all provided to and reviewed by the PUC  
12 Audit Staff, and the information was also  
13 provided to Liberty Consulting.

14 Q. Okay. So I guess that's my question then.  
15 If I look at the next page of this document,  
16 it's called "Over-expenditure Spending  
17 Request Form." Can you explain what that is  
18 and how that differs from a change proposal?

19 A. A change proposal involves the contractor.  
20 This Over-expenditure Spending Request Form  
21 is filled out typically by the project  
22 manager to say, hey, the costs of this  
23 project are going up and here's the reasons  
24 why. And that's what the over-expenditure



1 form does.

2 Q. Okay. So if I look at the third or fourth  
3 line in this document, it says the original  
4 budget was for 1,028,000. That's a figure we  
5 were talking about this morning. And it's  
6 now 2.347 million. Do you see that?

7 A. (Mullen) I do.

8 Q. And do you know what date this  
9 over-expenditure form was prepared?

10 A. (Mullen) I went back and forth on this with  
11 Liberty Consulting. It does not have a date  
12 on it. But I do have the date that the  
13 document was created and the electronic file,  
14 and it's August of 2014, if my memory serves  
15 me well.

16 Q. I have a data request that I'm going to mark  
17 as an exhibit that confirms that as well.  
18 And maybe I should do that as well. And I  
19 will ask for some assistance in this.

20 CHAIRMAN HONIGBERG: Are you  
21 going to mark what we've been calling PB-2?

22 MR. DEXTER: Yes. I'm sorry. I  
23 thought I already did.

24 CHAIRMAN HONIGBERG: That will be

1           31. So the next one is going to be 32?

2                           MR. DEXTER: Yes.

3                           (The documents, as described, were  
4                           herewith marked as Exhibits 31 and  
5                           32 for identification.)

6 BY MR. DEXTER:

7 Q. And Mr. Mullen, the document you've just been  
8 handed that I'm going to ask be marked as  
9 Exhibit 32 is entitled "PB-11"; is that  
10 right?

11 A. (Mullen) It is.

12 Q. Does this answer that was provided indicate  
13 that the Over-expenditure Request Form was  
14 prepared in August of 2014?

15 A. (Mullen) Yes. This response includes a  
16 screen shot of the electronic information  
17 regarding the last date on the document.

18 Q. Right. And there was some question by  
19 Liberty -- I'm sorry -- Liberty Consulting as  
20 to whether or not this particular request  
21 form was ever approved by upper management at  
22 Liberty Utilities. Is that fair to say?

23 A. (Mullen) Yes.

24 Q. And this answer -- well, what does this PB-11

1 say in response to that question as to  
2 whether or not the over-expenditure form was  
3 approved by senior management?

4 (Witness reviews document.)

5 A. (Mullen) It says that we were unable to  
6 locate a particular document, including  
7 signatures of senior management. But the  
8 underlying costs were approved through the  
9 contract documents and other project  
10 documentation. The contract documents,  
11 again, you know, those were signed by the CEO  
12 of the Company. So, you know, all we could  
13 provide was what we had here. The project  
14 manager is no longer with the Company, so I  
15 couldn't track that down any further.

16 Q. Is the essence of this answer that senior  
17 management did sign off on this  
18 over-expenditure, but you just couldn't find  
19 the paperwork? Is it your understanding that  
20 senior management was aware of these over --

21 A. (Mullen) Yes, because otherwise the contract  
22 with North Branch never would have been  
23 signed for \$2 million.

24 Q. Okay. All right. So I just have a couple

1 more questions on this document. I guess I  
2 should have Bates stamped this. But I'd like  
3 to go to the page that's marked on the bottom  
4 "2 of 4," and it's in the Over-expenditure  
5 Request Form.

6 CHAIRMAN HONIGBERG: Are you back  
7 in Exhibit 31?

8 MR. DEXTER: I'm back on Exhibit  
9 31.

10 A. (Mullen) This has the handwritten "5" on the  
11 bottom right-hand corner?

12 Q. Oh, maybe I did Bates stamp it and just  
13 didn't do it on mine. Okay. Thank you.

14 The box in the middle of that page,  
15 numbered 4, asks, "What alternatives were  
16 considered and rejected, and why?" And the  
17 second sentence says, "We could also send our  
18 employees to an outside trainer, but this  
19 will be both expensive and would not be  
20 feasible to the nature of our business."

21 My question is: Do you have any  
22 analysis or additional support that would  
23 shed more light on this assertion that it  
24 would be expensive?

1 A. (Mullen) Well, you know, I don't know how  
2 much I can recap the various pieces of  
3 testimony I've filed over the last couple of  
4 years. You know, as our company grows and we  
5 have more employees, and training  
6 requirements change. And we are also  
7 training customer service representatives.  
8 And we're doing a lot more training than was  
9 done before, so trying to find a location  
10 that was available that we could send people  
11 to readily instead of trying to fit it in  
12 when that facility schedule allowed for,  
13 there's a whole host of factors that, you  
14 know, we've talked about at nauseam that go  
15 to why it would be expensive and would not be  
16 feasible due to the nature of our business.

17 Part of the nature of our business is,  
18 by having a training center, say you've got  
19 an inclement weather day, you can have people  
20 that -- you can go up to the training center  
21 and do some training on some equipment rather  
22 than trying to schedule that at another  
23 facility. I mean, there's just, you know, a  
24 lot of efficiencies involved with doing

1 something like that. And just trying to  
2 think that -- you have to understand that  
3 training in 2013 and training that we're  
4 doing now, there's a lot more that we do.  
5 And if you want to just keep us to only the  
6 training that was happening in 2013, that's a  
7 whole different analysis.

8 Q. I may have not phrased the question very  
9 well. What I was asking for is do you know  
10 if there was a document or an analysis or a  
11 cost/benefit analysis that was done back in  
12 August 2014, that if whoever read this  
13 document saw those words "would be expensive"  
14 and wanted more information, there was some  
15 document that backed up that statement at the  
16 time?

17 A. (Mullen) If there is, I haven't seen it. And  
18 if I had seen it, I would have provided it  
19 with all the multitude of questions that have  
20 been asked on this.

21 Q. Well, that's what I figured. I just wanted  
22 to verify that.

23 And similarly, the next clause says  
24 "would not be feasible due to the nature of

1           our business." Was there any further  
2           documentation or analysis that was done at  
3           the time in August of 2014 --

4    A.   (Mullen) Same.

5    Q.   -- that would support that statement?

6    A.   (Mullen) Same as my prior answer.

7    Q.   So, somewhere in the various testimonies that  
8           you filed, and I think in your rebuttal, you  
9           had mentioned that there was a requirement  
10          placed on Liberty Utilities by the City of  
11          Concord that both a road and a water line be  
12          extended to the training facility. Do you  
13          agree with that assessment?

14   A.   (Mullen) There were additional requirements  
15          placed on the project by the City of Concord,  
16          yes.

17   Q.   Can you give the Commission any details as to  
18          how those arose, whether they came through  
19          regulation or whether they -- any details you  
20          have on the nature of how the City imposed  
21          those requirements for a water line and a  
22          road extension?

23   A.   (Mullen) Well, I believe those came through  
24          meetings with city officials. It would have

1           been through the planning board and other  
2           requirements like that.

3       Q.    Okay.  Do you know anything about the timing  
4           of when that came up?

5       A.    (Mullen) I can't tell you the exact timing.  
6           It was, you know, at some point either, you  
7           know, right around the time the contract was  
8           being signed or it was afterwards.  I can't  
9           tell you offhand.

10      Q.    Okay.  And I don't want this to sound like a  
11           trap, 'cause I do have two documents I want  
12           to submit.  I made counsel aware of them  
13           earlier.  I'd like to submit two documents  
14           from the city planning board.  And I can  
15           establish the dates that are on them and  
16           establish it that way.  One is -- and I don't  
17           have any questions on these.  One is a  
18           project summary sheet which is dated  
19           July 10th, 2014 --

20                           CHAIRMAN HONIGBERG:  Why don't  
21           you get the documents handed out and then you  
22           and Mr. Mullen can agree that those documents  
23           are what you say they are.

24                           (The document, as described, was



1 herewith marked as Exhibit 33 for  
2 identification.)

3 MR. DEXTER: So I would ask this  
4 be marked as Exhibit 33.

5 CHAIRMAN HONIGBERG: I think that  
6 was done.

7 MR. DEXTER: It's a multi-page  
8 document entitled, "Project Sheet Summary, Major  
9 Site Plan and Conditional Use Permit," and the  
10 project name is "Liberty Utilities Training  
11 Facility."

12 BY MR. DEXTER:

13 Q. Mr. Mullen, were you involved in the process  
14 with the City for approvals of the training  
15 center?

16 A. (Mullen) I was not. This is in July of 2014.  
17 I started with the Company in May of 2014,  
18 but I was not involved with this process.

19 Q. Well, I'd just like to draw your attention to  
20 Page 5 of this document, which is under --  
21 the heading appears on Page 4 and says  
22 "Recommendation." And there are a series of  
23 recommendations. And on Page 5 there are two  
24 recommendations. One is numbered 8 and one

1 is numbered 9. And I would just like you to  
2 read those and ask if you would agree that  
3 those would indicate that those  
4 recommendations were for extension of the  
5 water system to the training center and  
6 extension of the Broken Bridge Road to the  
7 training center.

8 (Witness reviews document.)

9 A. (Mullen) No. 8 says, "Prior to the issuance  
10 of a Certificate of Occupancy for the  
11 proposed training facility at 10 Broken  
12 Bridge Road, the Applicant shall extend the  
13 municipal water system to the northeasterly  
14 boundary of Parcel 109-1-4 at 20 Broken  
15 Bridge Road."

16 Just so people are grounded here,  
17 10 Broken Bridge Road is the address for the  
18 training center. 20 Broken Bridge Road is  
19 the address for iNATGAS facility.

20 Q. Thanks. That's helpful clarification.

21 A. (Mullen) Number 9 reads, "Prior to the  
22 issuance of a Certificate of Occupancy, the  
23 Applicant shall improve Broken Bridge Road  
24 southerly from the limits of city

1 construction in 2013. Broken Bridge Road  
2 shall be reconstructed to the satisfaction of  
3 the city engineer using a combination of  
4 reclamation and box widening. A typical  
5 section shall be constructed with two  
6 11-foot-wide paved travel lanes, 2-foot  
7 gravel shoulders and swales."

8 Q. Thank you. And I have a similar document I'd  
9 like to distribute. And this is minutes of  
10 the Concord City Planning Board, dated  
11 July 16th, 2014.

12 CHAIRMAN HONIGBERG: So this will  
13 be 34.

14 (The document, as described, was  
15 herewith marked as Exhibit for  
16 identification.)

17 MR. DEXTER: Thank you.

18 BY MR. DEXTER:

19 Q. And if you would turn to Page 15, you would  
20 see under the Site Plan Review, this is where  
21 these minutes start to pertain to the  
22 EnergyNorth/Liberty Utilities Training Center  
23 on Page 15. And if you go to Page 17, there  
24 are two conditions that were placed on the

1 project, numbers 8 and 9. Would you agree  
2 that these conditions are the same as what  
3 you just read from the Recommendation  
4 document which was dated a week earlier,  
5 roughly a week earlier?

6 A. (Mullen) They are.

7 Q. So we can conclude from that, can we not,  
8 that the City of Concord placed these  
9 restrictions on the Company in July of 2014?

10 A. (Mullen) Yes. And if I could bring you back  
11 to the over-expenditure report that we were  
12 discussing, that had a dollar amount of  
13 \$2,347,000, which was in excess of the  
14 contract cost, which was a little over \$2  
15 million. So, to the extent that these  
16 conditions were imposing additional costs, it  
17 appears that that would make up at least part  
18 of the difference between the amount in the  
19 over-expenditure form and the amount in the  
20 signed contract.

21 Q. Which came first, the signed contract or the  
22 City of Concord's decision?

23 A. (Mullen) I'd have to review the contract. I  
24 don't remember the exact date that it was

1 signed.

2 Q. And this is the contract with North Bridge?

3 A. North Branch.

4 Q. North Branch. I'm sorry. North Branch  
5 you're talking about.

6 A. (Mullen) That's correct.

7 Q. Okay. Now, in this case, through the course  
8 of discovery in this case, you and Liberty  
9 Utilities indicated that you were aware of  
10 how other New England utilities handled their  
11 training. Would you agree with that?

12 A. (Mullen) Generally aware, I think. I believe  
13 there was also a response that said we don't  
14 monitor their training.

15 Q. Right. And I'd like to go back now, I'm  
16 going to jump back to Mr. Iqbal's testimony.  
17 And I'd like to go to Bates 59 in that  
18 document. Do you have that in front of you?

19 A. (Mullen) I do.

20 Q. And this is one you did prepare.

21 A. (Mullen) I did.

22 Q. So in the big paragraph in the middle there,  
23 would you agree that it indicates that you  
24 were told by other company personnel that

1           they contacted Unutil Energy Systems and New  
2           Hampshire Electric Co-op and Green Mountain  
3           Power to talk about how they handled their  
4           training requirements?

5    A.   (Mullen) I agree that's what it says, yes.

6    Q.   And did that happen?

7    A.   (Mullen) Did what happen?

8    Q.   What it says happened, that the Company  
9           contacted --

10   A.   (Mullen) Of course it did.

11   Q.   Okay. So do you know when that happened?

12   A.   (Mullen) I don't. This was through  
13           discussions I had with training personnel.

14   Q.   And when did you have those discussions?

15   A.   (Mullen) When I was responding to this  
16           question.

17   Q.   So, summer of 2017?

18   A.   (Mullen) Yes.

19   Q.   And do you know if those discussions -- I  
20           know you just said you don't know when they  
21           happened. So I guess we'll leave it at that.

22                Did the discussions in any way alter or  
23           affect Liberty's plans to go ahead with the  
24           training facility?

1 A. (Mullen) Well, we went forward with the  
2 training facility. So I guess the answer to  
3 that is no.

4 Q. Okay. In Mr. Iqbal's testimony at Page 21  
5 and 22, he indicates that Liberty did not  
6 issue an RFP to secure training services. Do  
7 you agree? Is that true that Liberty did not  
8 issue an RFP for training services?

9 A. (Mullen) That's correct.

10 Q. Can you explain why or why not?

11 A. (Mullen) Again, this is stuff that I've  
12 covered in testimony back and forth. And a  
13 lot of it has to do with the continuing  
14 growth and what it is that we would be  
15 training, how many people we'd be training,  
16 and having a facility around to be able to  
17 provide that information. I wasn't involved  
18 in that discussion about whether or not to  
19 issue an RFP. But I've covered this in  
20 multiple sets of testimony, either testimony  
21 filed by me or jointly with Mr. Smith.

22 Q. So do you know if there was a discussion  
23 whether to issue an RFP, and the answer was  
24 "let's not do it," or was it just something

1           that wasn't discussed?

2    A.   (Mullen) I have no knowledge of any  
3           discussion.

4    Q.   Okay.  So I'd like to pass out two more  
5           documents.  We were asked, actually, by  
6           Liberty Utilities what Staff knew about how  
7           other companies trained.  And Mr. Iqbal  
8           provided a response.  It's LU 1-18.  So we're  
9           going to hand that out at this point.

10                           CHAIRMAN HONIGBERG:  And this  
11           will be 35.

12                           (The document, as described, was  
13                           herewith marked as Exhibit 35 for  
14                           identification.)

15    Q.   Now, this question was asked by you, Liberty  
16           Utilities, in an electric rate case last year  
17           of Staff, asking if Staff knew of any -- had  
18           any documents to support an assertion  
19           Mr. Iqbal made about other companies'  
20           training.  And his answer at that time was  
21           that he didn't have any documents.  And in  
22           this case, the question was asked again.  And  
23           in this case we provided the documents that  
24           were attached.



1           Did you review these documents at all?  
2           These come from a Northern Utilities rate  
3           case which is currently ongoing. Did you  
4           review those documents at all?

5    A.   (Mullen) I read them, although I haven't had  
6           a chance -- there was no opportunity to  
7           provide, to conduct any discovery on them or  
8           ask any follow-ups. So they say what they  
9           say.

10   Q.   Sure. They say what they say. And they  
11           indicate that Northern Utilities does not  
12           have a stand-alone training center. Would  
13           you agree with that?

14   A.   (Mullen) I don't believe they have a  
15           stand-alone training center, but I do believe  
16           that they have space at one of their  
17           facilities where they do conduct training.

18   Q.   Right, right. I think I would agree with  
19           that.

20                   MR. DEXTER: Unfortunately, as  
21           things happen, in the course of preparing for  
22           today's hearing, Mr. Iqbal informed me that  
23           there was one other Northern Utilities data  
24           request that should have been attached to this

1 data request, and I'm going to file it formally  
2 in the docket as an update to LU 1-18 when I get  
3 the chance. But I'd like to mark that in this  
4 case. It will be Exhibit 36.

5 So this is getting a little  
6 bit confusing. But Exhibit 35 has six data  
7 requests, and there should have been seven.  
8 This is the seventh. And our apologies to  
9 the parties for overlooking this one when the  
10 response was submitted back in October -- or  
11 back in December. And I don't have any  
12 questions on Exhibit 36. I just wanted to  
13 submit it for the sake of completeness.

14 (The document, as described, was  
15 herewith marked as Exhibit 36 for  
16 identification.)

17 A. (Mullen) Can I offer a comment on what I'm  
18 reading here?

19 Q. Sure.

20 A. (Mullen) I do note that in the first sentence  
21 of the response it says, "When the Company  
22 acquired Northern Utilities, the Portsmouth  
23 facility underwent extensive building  
24 renovations to accommodate Unitil's operating

1 requirements. Included in these renovations  
2 was space to accommodate classroom training  
3 needs."

4 I have no idea when that occurred or how  
5 much those costs were or if Staff looked into  
6 those costs. But, you know, it does appear  
7 that they did incur costs, and some of those  
8 capital costs were for having a facility that  
9 would allow for training.

10 Q. And Mr. Iqbal will be testifying later in the  
11 case, so you can ask him further questions if  
12 you need to.

13 So I have two more areas I'd like to  
14 cover on the training center. One of them  
15 has to do with a chart that Mr. Iqbal put in  
16 his testimony. It appears at Bates 25. And  
17 he will be testifying about this further,  
18 later on in the case. But this was  
19 essentially an attempt to take the  
20 information that Liberty Utilities had  
21 provided in terms of actual costs to train  
22 and to break it down by year, on an hourly  
23 basis, and to break it down with training  
24 center costs and without training center

1 costs.

2 Have you had a chance to look at this  
3 chart at all, Mr. Mullen?

4 A. (Mullen) I have.

5 Q. Do you have any reason to doubt its accuracy?

6 A. (Mullen) I do.

7 Q. You do?

8 A. (Mullen) Yes.

9 Q. All right. Well, maybe we should get into  
10 that, then, before we draw any conclusions  
11 from it.

12 What is it about the chart that you find  
13 that's not accurate?

14 A. (Mullen) Well, if you review the testimony I  
15 filed in June of 2017 in this proceeding,  
16 part of that testimony discussed the number  
17 of hours for training customer service  
18 representatives. The number of hours for  
19 customer service representatives in 2016 was  
20 4,095. This chart appears to only look at  
21 training union employees, field-work type of  
22 employees. As I've discussed in testimony,  
23 one of the benefits of having a training  
24 center is that customer service

1           representatives can actually get some  
2           hands-on and look at some information, look  
3           at equipment. It helps them to be better  
4           informed when they're talking to customers on  
5           the phone, whether it's on the gas side or  
6           whether it's on the electric side. They can  
7           actually visualize some of this equipment.  
8           So those -- and so if you added 4,095 hours  
9           to 2016, the training costs per hour would be  
10          about \$90. So I think it's important to do  
11          this type of analysis. And, you know, I  
12          found it interesting, too, that there was a  
13          lot of questions about a cost/benefit  
14          analysis. This is only the cost side.  
15          Mr. Iqbal's testimony mentioned the benefits,  
16          but he discounted them. So I think that, you  
17          know, I do have reason to doubt the accuracy  
18          of this analysis.

19        Q.     Sure. Do you have a similar issue with the  
20                2015 number?

21        A.     (Mullen) I don't, offhand, have the number of  
22                hours for CSRs, customer service  
23                representatives for 2015.

24        Q.     So I'm sorry. Was your answer that you don't

1 know or that you don't doubt the accuracy of  
2 the 2015 number?

3 A. (Mullen) I don't know what training of  
4 customer service representatives may have  
5 taken place in 2015, so I can't have a  
6 comparative number.

7 Q. Okay. Was the customer service number you  
8 mentioned, the 4,095 hours, was that provided  
9 to Staff in response to a data request?

10 A. (Mullen) That was provided in my testimony.

11 Q. In your testimony. Okay. Well, we'll take  
12 this up further when Mr. Iqbal testifies.

13 And lastly, you indicated in your  
14 rebuttal testimony that you were unclear as  
15 to what Staff's recommendation was in this  
16 case concerning the training center. Can you  
17 review again what's unclear about it? What  
18 do you find unclear about their  
19 recommendation?

20 This is at your rebuttal testimony at  
21 Bates 139.

22 A. (Mullen) I'm familiar with that. If you turn  
23 to Bates 27 in Mr. Iqbal's testimony, it  
24 starts on Line 15. And the sentence reads,

1 "Staff recommends that the Commission deny  
2 recovery of training center costs, but allow  
3 recovery of training costs unrelated to the  
4 training center."

5 As I said in my rebuttal testimony, it's  
6 unclear whether that means capital costs,  
7 whether that means operating costs, and what  
8 it -- when he says "but allow recovery of  
9 training costs unrelated to the training  
10 center," I'm not sure what that means. He  
11 did not identify any particular costs. I can  
12 also take that to mean, if we did not have  
13 the training center, then there would be a  
14 replacement cost substituted in the analysis  
15 to say, if you didn't have the training  
16 center, the cost would have been X. That was  
17 not provided either. So that's why I was  
18 confused.

19 Q. All right. Are you familiar with the  
20 testimony that Mr. LaFlamme and Ms. Mullinax  
21 provided in this case that calculated Staff's  
22 recommended revenue requirements?

23 A. (Mullen) I am.

24 Q. Do you have that in front of you?

1 A. (Mullen) Not in front of me, but I will get  
2 there. Any page in particular?

3 Q. Bates 7.

4 A. (Mullen) I'm there.

5 Q. Now, there's an Adjustment No. 4 that's  
6 entitled "Remove Concord Training Center."  
7 Do you see that?

8 A. (Mullen) I do.

9 Q. That's a rate base adjustment; is it not?

10 A. (Mullen) There's a couple of things there.  
11 There's a rate base adjustment and there's  
12 operating income adjustment.

13 Q. And do you know what those are for?

14 A. (Mullen) The operating income adjustment has  
15 to do with the cost of owning and operating  
16 the building, including property taxes. And  
17 it also takes out the revenue from Granite  
18 State Electric that was part -- that is part  
19 of the lease agreement.

20 Q. And there's a rate base adjustment as well  
21 you said?

22 A. (Mullen) Yeah, and that's for capital cost.  
23 That is for the net book value.

24 Q. And what's the amount of the rate base



1 adjustment?

2 A. (Mullen) \$3,455,670.

3 Q. So that's essentially a full rate base  
4 exclusion. Would you agree?

5 A. (Mullen) That is what Staff said in  
6 testimony, yes.

7 Q. Okay. Now, also on that page there's a  
8 payroll adjustment. Do you see that?

9 A. (Mullen) Could you identify the adjustment  
10 number?

11 Q. I don't have it. It's entitled, "Payroll  
12 Adjustment for Vacancies." I don't have the  
13 number.

14 MR. SHEEHAN: It's No. 7.

15 A. (Mullen) Well, I'll let you point me to it.

16 Q. I'm going to have to go off the record for a  
17 moment, please.

18 CHAIRMAN HONIGBERG: Is it  
19 Adjustment 7?

20 A. (Mullen) I hesitated because that adjustment  
21 incorporates a few other things other than  
22 vacancies.

23 Q. What I was looking for was the payroll  
24 adjustment that Staff put in this case. My

1 question was going to be, does that  
2 adjustment relate at all to elimination of  
3 any training costs?

4 A. (Mullen) I don't believe so.

5 Q. Okay. So I'll leave it at that.

6 MR. DEXTER: So that's all I have  
7 for Mr. Mullen on the training center. I  
8 imagine we'll have questions for Mr. Mullen in  
9 other areas as the subsequent days go by, but  
10 those are the questions we have on the  
11 settlement and on the training center.

12 CHAIRMAN HONIGBERG: Okay. I'm  
13 confused. Tell me what you expect to happen  
14 next then.

15 MR. DEXTER: Next today or next  
16 with Mr. Mullen?

17 CHAIRMAN HONIGBERG: Like in the  
18 next -- are you going to ask him questions about  
19 something else?

20 MR. DEXTER: No, not today. But  
21 I believe Mr. Mullen will be the witness on the  
22 computation of the impact of the Tax Act, and we  
23 were going to deal with that another day.

24 CHAIRMAN HONIGBERG: Mr. Sheehan,

1           you want to say something?

2                           MR. SHEEHAN: My expectation,  
3           from Liberty's point of view, is to put this  
4           panel on, offer the settlement agreement, then  
5           finish the settlement agreement through the  
6           decoupling witnesses, and then we would be done.  
7           Staff asked that we make certain witnesses  
8           available for them to ask questions of. Of  
9           course we said yes, who do you want, when do you  
10          want them. I'm not sure what their goal is with  
11          these witnesses, whether it's to attack the  
12          settlement with other witnesses -- for example,  
13          the Keene case or the iNATGAS stuff -- or as  
14          part of building up whatever their case is. But  
15          that's how the conversation went between us.

16                          CHAIRMAN HONIGBERG: Yeah, the  
17          second part of what you said I'm going to try to  
18          ignore. But the first part -- so I guess  
19          without knowing anything -- and as is often the  
20          case, everyone knows more than we do -- without  
21          knowing anything else, I thought you would  
22          continue to question this panel on any other  
23          topics you had questions for this panel on.  
24          Now, if Mr. Mullen is part of another panel, you

1 might be asking him questions about the topics  
2 of that panel the next time he's here. But I  
3 would think that you would not be returning to  
4 topics you're asking him about today. I would  
5 expect Mr. Sheehan and Mr. Kreis to be diligent  
6 in making sure that doesn't happen. Am I  
7 missing something?

8 MR. DEXTER: No, that's exactly  
9 what I was planning. At the outset we listed  
10 the areas of the settlement that we had  
11 agreement in, and then by default there were  
12 five or six -- or I guess there's actually 11 or  
13 12 areas in the Company's revenue deficiency  
14 calculation that we had questions on. The first  
15 one that we went to today was the training  
16 center.

17 CHAIRMAN HONIGBERG: Right, I  
18 understand that. But you said that Mr. Mullen  
19 is also the witness regarding taxes.

20 MR. DEXTER: Well, I may be wrong  
21 on that. And I didn't get a chance to talk to  
22 Mr. Sheehan about this ahead of time. But we  
23 indicated that the tax adjustment we had some  
24 questions on. I'm not sure who the witness is.

1 But in hearing the summary of the settlement, I  
2 thought it might be Mr. Mullen. So I didn't  
3 want Mr. Mullen to be dismissed and then us not  
4 have the ability to raise those questions on the  
5 Tax Act.

6 CHAIRMAN HONIGBERG: Okay. What  
7 about iNATGAS? You haven't asked any questions  
8 about iNATGAS.

9 MR. DEXTER: We have a lot of  
10 questions about iNATGAS, and we were going to  
11 direct those to Mr. Hall and Mr. Clark. And we  
12 are prepared to do that right now.

13 CHAIRMAN HONIGBERG: Right now  
14 they're not on the stand.

15 MR. DEXTER: Well, next.

16 CHAIRMAN HONIGBERG: Okay. But  
17 we have -- is it your understanding that we are  
18 going to ask this panel questions, Mr. Sheehan  
19 and Mr. Kreis may have redirect after we're  
20 done, and then this panel, constituted as it  
21 currently is on those topics, are going to  
22 return to their seats and somebody else is going  
23 to testify?

24 MR. DEXTER: Yes.

1 CHAIRMAN HONIGBERG: And is it  
2 your expectation that Mr. Mullen and Mr. Brennan  
3 are going to be back up on different topics?

4 Mr. Sheehan, what's happening  
5 here? Mr. Kreis? Somebody?

6 MR. SHEEHAN: I think what you  
7 articulated is what Staff articulated to us.  
8 And again, it's not my case. My case was this  
9 panel and the decoupling panel. And again, it's  
10 an awkward proceeding we're in, procedural  
11 posture, given who settled and who has not. And  
12 what you've described is exactly what Staff  
13 described to us.

14 CHAIRMAN HONIGBERG: Okay. So  
15 that's okay with you. All right.

16 MR. SHEEHAN: Like I said, we'll  
17 make whatever witness available when he wants  
18 them because that's --

19 CHAIRMAN HONIGBERG: You are  
20 incredibly cooperative.

21 So it is our turn to ask  
22 questions of this panel, and I guess limited  
23 to the topics that you've covered because  
24 there's going to be -- although, if we want

1 to ask questions about iNATGAS or wanted to  
2 ask questions about Keene or other topics --

3 MR. DEXTER: Well, maybe we  
4 should run through the schedule quickly on what  
5 we prepared, what we planned for the next three  
6 days. And I'd be happy to do that.

7 So we started today with a  
8 discussion of the settlement, and we had the  
9 panel. And then we wanted to move into the  
10 areas of contention that caused Staff not to  
11 sign the settlement, the first of which was  
12 the training center. Another area, which is  
13 a similar line of questioning, has to do with  
14 the iNATGAS facility, and the witnesses on  
15 the iNATGAS facility were Mr. Hall and  
16 Mr. Clark. And we appreciate the Company's  
17 willingness to make them available, given  
18 this unusual circumstance Staff finds itself  
19 in. We had slated for Wednesday morning -- I  
20 understand this has all changed because of  
21 the weather. But we had slated Wednesday  
22 morning for decoupling. And my understanding  
23 of the decoupling issue is that there will be  
24 two witnesses on a panel, and they are Mr.

1 Therrien on behalf of Liberty and Mr. Johnson  
2 on behalf of the OCA. And we had intended to  
3 question mostly Mr. Therrien. But we  
4 intended to question the panel about the  
5 decoupling provisions that were submitted in  
6 the original case, as well as the decoupling  
7 provision that's in the settlement.

8 We had questions about the  
9 Keene consolidation. And many of the Keene  
10 questions we thought would have to do with  
11 the issue of growth and build-out and  
12 conversion. And we believe the witnesses  
13 that would answer those questions were,  
14 again, Mr. Hall and Mr. Clark. And that was  
15 going to take place either Wednesday  
16 afternoon or Thursday, depending on how long  
17 the decoupling discussion took. And then on  
18 Friday -- Thursday, we had hoped to question  
19 the Company's general cost of service revenue  
20 requirements witnesses, and that was Mr.  
21 Simek and Mr. Dane as a panel. And we had  
22 six or seven particular issues that we wanted  
23 to raise with those that go to the  
24 calculation of the revenue requirement -- not



1 the calculation, but elements of the revenue  
2 requirement. Some of them were alluded to by  
3 Mr. Mullen today, some were not. And those  
4 were prepayments and whether or not  
5 prepayments -- the calculation of the tax  
6 item.

7 There's an adjustment Staff  
8 made related to payroll vacancies. There was  
9 an adjustment Staff made related to severance  
10 pay. There were others. I don't have them  
11 all right in front of me. But that's how  
12 we -- and that would have completed our  
13 examination of the Company's witnesses.

14 CHAIRMAN HONIGBERG: What about  
15 the Keene production and emergency response  
16 costs?

17 MR. DEXTER: That would have all  
18 been directed towards Messrs. Hall and Clark.

19 CHAIRMAN HONIGBERG: So, same as  
20 the Keene consolidation question --

21 MR. DEXTER: Sorry.

22 CHAIRMAN HONIGBERG: -- because  
23 it's listed as a separate item I think in the  
24 settlement. And so I've been tracking those

1 topics as you've been -- as you were examining  
2 and as you've been talking. So it sounds like  
3 what everyone's expectation is, is that we will  
4 ask questions of this panel on the topics,  
5 Mr. Dexter, that you just covered with them.

6 MR. DEXTER: I certainly have no  
7 objection to that.

8 CHAIRMAN HONIGBERG: It's not an  
9 objection question. It's what do we do next  
10 kind of thing.

11 Mr. Sheehan.

12 MR. SHEEHAN: And again, my  
13 expectation was that you would treat this stage  
14 of it just like any settlement hearing. And Mr.  
15 Mullen and Mr. Brennan went through all the  
16 settlement. Now, Mr. Dexter may, through this  
17 awkward way of cross-examining the settlement  
18 through different witnesses, reopen something.  
19 But I don't want you to not -- my feeling is I  
20 don't want you not to ask these people questions  
21 because it may be covered later, because we  
22 chose these witnesses to present the settlement,  
23 not the others. It's Staff that wants to put  
24 these other witnesses on.

1                   CHAIRMAN HONIGBERG: We're happy  
2 to take as many bites at your witnesses as you'd  
3 like to give us.

4                   MR. SHEEHAN: And that would be  
5 fine with us. We're confident in their  
6 testimony.

7                   CHAIRMAN HONIGBERG: Is it your  
8 understanding that Mr. Mullen is going to have  
9 another appearance in the witness box?

10                  MR. SHEEHAN: Yes.

11                  CHAIRMAN HONIGBERG: What topics  
12 will he be addressing then?

13                  MR. SHEEHAN: He's actually not  
14 definitely slated for another one. It would be  
15 the tax thing, if we decided he's the most  
16 appropriate person for that topic. My guess is  
17 that he is. But I'm not sure we've made that  
18 final decision. Otherwise --

19                  CHAIRMAN HONIGBERG: Is Mr.  
20 Mullen going to be here for all these things, so  
21 if there is a question, and the witness you have  
22 identified, if not Mr. Mullen, needs to consult  
23 with someone, it's probably going to be Mr.  
24 Mullen? And if we have questions and we decide

1 we want to ask Mr. Mullen, you're not going to  
2 object?

3 MR. SHEEHAN: Correct. And I  
4 think that's a fair characterization of what  
5 Staff's doing. To the extent Mr. Mullen  
6 presented on a bunch of issues, he may not be  
7 the best one to answer all of them. So I think  
8 that's what Staff was thinking: We'd better  
9 dive in on Keene with Mr. Hall. So I think that  
10 was the thinking behind this awkward procedure.

11 WITNESS MULLEN: May I offer a  
12 comment?

13 CHAIRMAN HONIGBERG: Oh, boy.  
14 I'm more comfortable with Mr. Kreis. But Mr.  
15 Kreis, just a minute. Let me deal with Mr.  
16 Mullen first.

17 What I would prefer is that  
18 you speak with Mr. Sheehan and then decide  
19 the best messenger for whatever it is,  
20 whatever message you'd like to deliver. Do  
21 you want to do that right now, or do you want  
22 to wait for Mr. Kreis to do what he wants to  
23 do?

24 WITNESS MULLEN: I think right

1 now would be good.

2 CHAIRMAN HONIGBERG: Okay.

3 (Discussion off the record between Mr.  
4 Sheehan and Mr. Mullen)

5 CHAIRMAN HONIGBERG: Mr. Sheehan.

6 MR. SHEEHAN: The comment was of  
7 the nature that on the tax issue, there is no  
8 testimony in this record on the tax issue. The  
9 only place it appears is in the settlement  
10 agreement. Mr. Mullen is the one who knows  
11 what's in the settlement agreement, so now is  
12 probably the best time to ask the about the tax  
13 part of the settlement agreement. So I guess  
14 what the message was is that there's really no  
15 need to come back to it later. This is the  
16 person and it's in front of us.

17 CHAIRMAN HONIGBERG: Mr. Dexter,  
18 does Staff have a witness who's going to provide  
19 testimony regarding the tax issue?

20 MR. DEXTER: Yes. Donna Mullinax  
21 will address that.

22 CHAIRMAN HONIGBERG: Okay. Mr.  
23 Kreis, you wanted to say something?

24 MR. KREIS: I want to sort of lay

1           this out as diplomatically as I can. All of the  
2           parties to this proceeding have entered into a  
3           settlement agreement. The Staff is treated as  
4           if it's a party. They are in some respects an  
5           extension of you three Commissioners sitting up  
6           on the bench. So from my standpoint, what I  
7           want to do is help you manage this hearing so  
8           that you get what you need -- meaning the three  
9           commissioners -- so that you can bless the  
10          settlement agreement that all of the actual  
11          parties in the case have suggested to you is a  
12          reasonable resolution of all the issues in the  
13          rate case. In other words, we are not here to  
14          litigate the rate case as it was originally  
15          filed by the Company, or even as it was modified  
16          by the Company in their rebuttal testimony. And  
17          I'm ready to do anything that helps you. But I  
18          don't -- but I would suggest that we avoid  
19          litigating the case as if it were not the  
20          subject of a settlement agreement. I hope  
21          that's sort of a helpful way of formulating  
22          where we are.

23                                   CHAIRMAN HONIGBERG: It may  
24          become one, although right now I'm not quite

1           sure where you are. But I do appreciate the  
2           sentiment.

3                         Mr. Dexter, it seems like this  
4           is the time to ask the tax questions because  
5           we have in the box the one witness who Mr.  
6           Sheehan has identified as being the tax  
7           person. So it would seem appropriate for  
8           Staff to be asking the tax questions that it  
9           has. Am I missing something there?

10                        MR. DEXTER: Well, no, I don't  
11           think that you are. But I don't think we knew  
12           that Mr. Mullen was the witness until today, and  
13           we were lumping the tax question under the  
14           general cost of service questions which we  
15           thought were going to be handled on Thursday.  
16           However, having said that, there is sort of a  
17           question that I would like to ask on the tax  
18           issue. But we don't -- we haven't had a chance  
19           to finish our review with Donna Mullinax. So I  
20           can ask a question or two on the tax question,  
21           but as I said, we thought this was going to  
22           happen on Thursday. I'm not trying to hold  
23           things up. I don't think it's going to be an  
24           area of extensive inquiry, but I just wanted to

1 reserve that opportunity to ask Mr. Mullen those  
2 questions.

3 CHAIRMAN HONIGBERG: It sounds  
4 like everybody is on the cooperation page for  
5 making this hearing go smoothly and get  
6 information on the record that would be helpful.  
7 I'm getting where you were, Mr. Kreis, but I may  
8 not get there the exact same way.

9 I think it's going to make  
10 sense to ask Mr. Mullen to come back another  
11 time just because of the way this has been  
12 queued up. There's been expectations that  
13 may or may not have been correct, but  
14 expectations nonetheless, that it probably  
15 would be better and we'd get the information  
16 in less time with fewer missteps if Mr.  
17 Mullen is willing to come up a second time to  
18 answer questions about the taxes.

19 MR. SHEEHAN: That's fine with  
20 the Company.

21 CHAIRMAN HONIGBERG: All right.  
22 Thank you. I appreciate that.

23 MR. KREIS: If I might just --

24 CHAIRMAN HONIGBERG: Yes, Mr.



1 Kreis.

2 MR. KREIS: Just so it's clear,  
3 the Company, because it has the burden of proof  
4 ultimately in a case like this, they have their  
5 whole menu of witnesses that are going to come  
6 and testify, as is your pleasure.

7 As far as I know, after you  
8 ask your questions of Mr. Brennan, if you  
9 have any, and after I ask any redirect  
10 questions, he doesn't plan on coming back to  
11 the stand. So I would suggest to you that  
12 this is your opportunity to make sure that  
13 you have asked whatever questions you have  
14 for the OCA about the revenue requirement  
15 part of the settlement agreement. We have  
16 assumed and expect, based on our discussion  
17 with Staff, that the revenue decoupling issue  
18 is one that you all really want to examine  
19 really thoroughly. So we're really treating  
20 that as a subject that will receive detailed  
21 discussion from our witnesses. So that's a  
22 whole question of rate design that's going to  
23 be a very interesting and vigorous hearing.  
24 But apart from that, this is your chance to

1 ask Mr. Brennan, and I invite you to do so.

2 CHAIRMAN HONIGBERG: I appreciate  
3 that. The good news is we know where Mr.  
4 Brennan works, and if we need to, if we felt we  
5 needed to get him back here for some reason, I  
6 think we might exercise that authority. But I  
7 understand what you're saying. I know that Mr.  
8 Brennan was not asked questions by Staff on any  
9 of those topics, and I do understand, I think,  
10 anyway, the issues on which he is prepared to  
11 testify.

12 MR. KREIS: And if you're  
13 assuming we would not require you to issue a  
14 subpoena should you want to hear more from any  
15 of our witnesses, you'd be absolutely correct.

16 CHAIRMAN HONIGBERG: Off the  
17 record.

18 (Discussion off the record)

19 CHAIRMAN HONIGBERG: Back on. So  
20 I believe it is our turn to ask questions on the  
21 limited topics that have been covered so far.  
22 Commissioner Bailey.

23 QUESTIONS BY COMMISSIONERS:

24 BY COMMISSIONER BAILEY:

1 Q. Good afternoon, Mr. Mullen. I think it was  
2 on direct when Attorney Sheehan asked you  
3 some questions about taking prepayments out  
4 of rate base.

5 A. (Mullen) Yes.

6 Q. Can you explain that to me? Because I missed  
7 that whole point, and I don't understand what  
8 you're trying to get across.

9 A. (Mullen) Okay. Let me first outline what  
10 Staff's position is on that issue, and  
11 then -- Staff's issue was, again, prepayments  
12 have typically been a rate base item because  
13 that's money that's been paid out by the  
14 Company as to later be collected from  
15 customers.

16 Q. And before you go on, that is not accounted  
17 for through the cash working capital in any  
18 way?

19 A. (Mullen) That's what the issue is.

20 Q. Okay.

21 A. (Mullen) So Staff's testimony said that  
22 prepayments should not be included in rate  
23 base because the underlying costs are also  
24 used as part of a lead-lag calculation to

1 figure the cash working capital.

2 So in the Company's view, we said, okay,  
3 there's some validity to that argument, which  
4 basically is saying you can't do both; you do  
5 one or the other. If you do one or the  
6 other, you don't get the same result. By  
7 taking prepayments out of rate base, that was  
8 roughly, I think, a \$2.7 million reduction  
9 from rate base.

10 Q. How much?

11 A. (Mullen) I think it was 2.7, subject to  
12 check.

13 If you then say, okay, if we leave  
14 prepayments in, but we take the underlying  
15 costs out of the lead-lag analysis and the  
16 cash working capital calculation, what do we  
17 come up with for a result? Well, having done  
18 that analysis, it's roughly half of the  
19 amount that would come out of cash working  
20 capital as compared to the amount for  
21 prepayments. So, in our view, we looked at  
22 it and said, hey, it's fine. You can't do  
23 both. You do one or the other. But it's not  
24 a dollar-for-dollar trade-off. So as part of

1 the settlement agreement, we made allowance  
2 for Staff's position, as we say in the  
3 settlement agreement, that there's some  
4 validity to the argument. But it did not  
5 seem to be a fair position to just say  
6 prepayments are out, because if you do one or  
7 the other, you don't get the same amount.

8 Q. Okay. So in the settlement, you take it out  
9 of rate base but --

10 A. (Mullen) In the settlement, as we've got a  
11 liquidated revenue requirement, we made  
12 allowance in terms of the revenue  
13 requirement, taking into account the  
14 position. But we don't necessarily agree  
15 that it just should be prepayments -- or it  
16 should just be outlawed.

17 Q. So what happens to the lead-lag study under  
18 the terms of the settlement?

19 A. (Mullen) The terms of the settlement are  
20 silent with respect to the lead-lag study.

21 Q. So it stays in the lead-lag study, and you  
22 made some accommodation in your liquidated  
23 \$10.3 million?

24 A. (Mullen) We looked at the impact of either

1 adjusting the lead-lag study and the cash  
2 working capital, or taking prepayments out.  
3 Each of those have a revenue requirement  
4 number associated with them. Taking those  
5 impacts into account, there was an allowance  
6 made as part of the liquidated revenue  
7 requirement.

8 Q. Okay. So when you said that half of -- you  
9 said half of something when you take it out  
10 of the lead-lag study. Is that half of the  
11 2.7 million? Is it roughly --

12 A. (Mullen) It's rough justice, yes, because you  
13 take -- say you take property taxes out.  
14 That changes both the number of days in the  
15 lead-lag analysis, as well as the expenses to  
16 which the number of days are applied.

17 Q. Okay. So, rough justice then, somewhere  
18 between -- you included somewhere between  
19 1.35 million and 2.7 million in your 10.3, or  
20 it's just taken care of?

21 A. (Mullen) It's taken care of.

22 Q. Okay. You can't tell me how much that was  
23 taken care of.

24 A. (Mullen) I might have one number in mind and

1 Mr. Brennan may have a different number.

2 Q. All right. Well, you can tell me what number  
3 you have and he can tell me what number he  
4 has.

5 A. Well, now I'm getting into settlement  
6 negotiations.

7 Q. Oh, okay. All right. I see. Okay. All  
8 right. Thank you. At least I understand it  
9 better.

10 And the same thing for the training  
11 center. There's some accommodation in the  
12 liquidated number that, if we were to approve  
13 10.3 -- actually, it's actually \$8 million if  
14 you reduce the amount for the tax change --

15 A. (Mullen) The net amount is, yes. The amount  
16 specifically related to the revenue  
17 requirement calculation was the 10.3.

18 Q. But that included a gross up for taxes at the  
19 wrong rate; right?

20 A. (Mullen) Well, not at the wrong rate. At the  
21 rate that was in effect.

22 Q. Okay. At the old rate.

23 A. (Mullen) Correct.

24 Q. So you keep saying "the net." If you were

1 going to do this analysis today and you used  
2 21 percent instead of 34 percent for the  
3 federal income tax, then the settlement  
4 amount would be \$8 million?

5 A. (Mullen) Correct. I say "the net" because  
6 when we went through this, we were trying to  
7 keep the rate case separate from the tax  
8 issue which came up at the end; otherwise,  
9 the lines started to get blurred between the  
10 revenue requirement as compared to what was  
11 originally filed in the case versus the  
12 impact of the taxes.

13 Q. Okay. That's helpful. Thank you.

14 So the 10.3 million calculated at the  
15 old tax rate includes some kind of settlement  
16 provision for the training center. And if we  
17 approve this settlement agreement, then we  
18 have agreed that the training center  
19 investment was prudent, and going forward  
20 it's going to be in rate base.

21 A. (Mullen) At a reduced -- you know, as it  
22 depreciates, yes. It will still be in rate  
23 base. The revenue that we receive through  
24 the rates coming out of this case would be



1 lower than they otherwise would be if there  
2 was no allowance for the training center in  
3 this settlement agreement.

4 Q. Can you say that again? If there was no  
5 allowance?

6 A. (Mullen) Right. If we had not made allowance  
7 with respect to the training center in coming  
8 up with the \$10.3 million, the revenue coming  
9 out of this case would, all else being equal,  
10 be higher.

11 Q. But you can't tell me by how much.

12 A. (Mullen) Correct.

13 CHAIRMAN HONIGBERG: When you say  
14 "made allowance for," you mean tried to account  
15 for Staff's position regarding the training  
16 center. You reduced the requirement to allow  
17 for their objection to the full inclusion. Is  
18 that how you're using the words?

19 WITNESS MULLEN: Yes. Our  
20 rebuttal testimony had a \$14.5 million request,  
21 and now we're down to 10.3.

22 CHAIRMAN HONIGBERG: I understand  
23 that. I just wanted to make sure I understood  
24 how you were using the words "make allowance

1           for." And I think I -- I thought I understood  
2           it, and I just wanted to confirm that I  
3           understood what you were saying.

4 BY COMMISSIONER BAILEY:

5 Q.    So the \$4 million decrease that you agreed to  
6           in the settlement, can you tell me what all  
7           of -- can you tell me every adjustment, or  
8           every allowance that was included in that \$4  
9           million? You don't have to tell me the  
10          amount. But you know, some for the training  
11          center --

12 A.    (Mullen) Well, the items included in the  
13          settlement agreement.

14 Q.    Okay. All right. And I think Mr. Dexter was  
15          trying to make the point that in the rate  
16          case, the full net book value of the training  
17          center would be back on the books, and so  
18          your revenue requirement next time, all else  
19          being equal, would be greater than it  
20          otherwise would be if the allowance for the  
21          training center were specifically removed.

22 A.    (Mullen) The net book value at the time of  
23          the next rate case will include the training  
24          center at whatever the net book value is at

1           that time. In the interim, though, the  
2           revenues that we receive will be lower on an  
3           annual basis because of the provisions in the  
4           settlement agreement related to that. Again,  
5           that's an annual reduction.

6    Q.    Okay. For the next number of years between  
7           rate cases.

8    A.    (Mullen) Yes.

9    Q.    All right. On the depreciation, I didn't  
10           think we were going to talk about  
11           depreciation today, so I might have to call  
12           you back for that.

13                    If the depreciation rates that you put  
14           forward today were the same as the  
15           depreciation rates from the last rate case,  
16           then would there be any depreciation reserve?

17   A.    (Mullen) A depreciation reserve imbalance?

18   Q.    Yes.

19   A.    (Mullen) Yes, there very well could be.

20   Q.    Okay. So can you explain that to me?

21   A.    (Mullen) Depending on when the last  
22           depreciation rates were set, the lives of  
23           certain assets may actually change, for  
24           whatever reason -- you're not getting as much

1 use out of them, or they might actually last  
2 longer than what the previous study had  
3 recommended for lives coming out of that  
4 study. So when you periodically do it, you  
5 take a look at the retirement activity, the  
6 cost of removal, how long they've been in  
7 service. And so those things get readjusted.

8 Q. Let me ask you -- I didn't ask you the  
9 question well.

10 If the depreciation lives don't change  
11 from one depreciation study to the next, is  
12 there any depreciation reserve imbalance, or  
13 is it just to catch up when the lives change.

14 A. (Mullen) It's not just when the lives change  
15 because for -- I think if you look at the  
16 analysis that Mr. Normand did, he went FERC  
17 account by FERC account. And you can see for  
18 some of those, the lives are not changing  
19 from what was in the prior study. However,  
20 there is a reserve variance amount for a lot  
21 of those FERC accounts.

22 Q. And what causes that?

23 A. (Mullen) That could be due to -- I have to  
24 get back to you on that. I'm not a

1 depreciation expert.

2 CMSR. BAILEY: Is there another  
3 witness that's going to come talk about  
4 depreciation?

5 MR. DEXTER: Commissioner, if I  
6 can interrupt? I'm sorry to interrupt. But  
7 when I listed the witnesses that we intended to  
8 question, I forgot to mention Mr. Normand.

9 CMSR. BAILEY: Oh, okay.

10 MR. DEXTER: And so we were  
11 planning to ask Mr. Normand. And Mr. Sheehan's  
12 aware of that. And I just -- when I went  
13 through the roster, I left Mr. Normand off.

14 CMSR. BAILEY: All right. Okay.  
15 Good. All right. So I can ask Mr. Normand  
16 depreciation questions. Good. Thank you.

17 BY COMMISSIONER BAILEY:

18 Q. On the tax reform topic, I think you said  
19 something about the \$2.4 million reduction.  
20 Oh, it had to do with the excess deferred  
21 income tax. And how much excess deferred  
22 income tax do you have right now?

23 A. (Mullen) If you refer to Bates 23 of the  
24 settlement, the next to the last line of the

1 schedule says "excess DIT." Over to the  
2 right-hand column you'll see 27,321,620.

3 Q. Oh, that's right. And that was the question  
4 I had in my margin is why do you want to do  
5 that over 40 years.

6 A. (Mullen) That is in accordance with the tax  
7 law that has things done over the average --  
8 I got to remember what the acronym means --  
9 the average remaining life of the underlying  
10 assets. And for EnergyNorth, that was  
11 determined to be 39.05 years.

12 Q. And that's based on the new depreciation  
13 study that you are recommending?

14 A. (Mullen) I'd have to check with the tax  
15 people who provided that information. But  
16 they looked at the underlying information to  
17 develop this. Actually, it's the average  
18 rate assumption method I believe is what it's  
19 called. It's in the tax law.

20 So the tax people are the ones who  
21 provided me with the 39.05 years.

22 Q. So it's possible that that's the average  
23 remaining life under your existing books.

24 A. (Mullen) Yes.

1 Q. So do you think it would make sense, if we  
2 approved the new depreciation rate -- or, you  
3 know, all the new lives, to use that average  
4 remaining life to pay the deferred income tax  
5 back?

6 A. (Mullen) You have to use the average  
7 remaining life in accordance with what's  
8 prescribed in the tax law; otherwise, you  
9 violate the normalization rules of the tax  
10 law.

11 Q. Mr. Brennan, you originally recommended a  
12 \$9.2 million rate increase. And I assume  
13 that that was before the tax law changed.

14 A. (Brennan) Correct.

15 Q. So if we're comparing the settlement net of  
16 the taxes at 8 million, we would compare that  
17 number to -- it would probably be more --  
18 your increase would be more like 7 million.  
19 Because you originally were at 9.2, and if  
20 you take two off for taxes, you're down to  
21 seven, and you settled at eight.

22 A. (Brennan) Yes.

23 Q. Okay. Can we talk a little bit about the  
24 declining block design? Or is that going to

1 be with the decoupling and rate design  
2 witness? I mean, it's covered -- Mr. Mullen,  
3 I think this is back to you. It is a rate  
4 design issue?

5 A. (Mullen) It is a rate design issue. I  
6 believe Mr. Brennan included it in his direct  
7 to Mr. Kreis about there was an issue that I  
8 think the OCA was interested in.

9 MR. KREIS: I would say, if I  
10 might interrupt, the point Mr. Brennan was  
11 making was that the settlement overall is a  
12 package of compromises, and the rate design  
13 issues were very important to the OCA. And the  
14 Commission could hypothesize that the OCA  
15 yielded certain ground on the revenue  
16 requirement in order to gain certain ground on  
17 the rate design issues.

18 As I said earlier, I'm happy  
19 to do whatever makes the Commission happy.  
20 But we will have our rate design expert and  
21 the Company's rate design witness here  
22 whenever we end up doing that day. And so --

23 CMSR. BAILEY: So if I want to  
24 ask a question about the declining block rate



1 design and whether we should eliminate them or  
2 keep them and just use them for surcharges and  
3 recoupment, would that be an appropriate  
4 question for Mr. Brennan or Mr. Johnson?

5 MR. KREIS: Well, I don't mind if  
6 you ask both of them that. But I think the  
7 better answer, the more meaningful, informative  
8 answer would come from Mr. Johnson, from OCA's  
9 standpoint.

10 CMSR. BAILEY: Okay.

11 BY MS. COMMISSIONER BAILEY:

12 Q. Mr. Brennan, do you want to explain the  
13 importance of the rate design and what you  
14 believe, or how you believe the declining  
15 block rate design should work? Or do you  
16 want to wait for -- or should I wait for  
17 Mr. Johnson?

18 A. (Brennan) I can address it to the extent  
19 possible. The proposed rate design is level  
20 blocks and the elimination of a declining  
21 block rate design that's shown in Appendix F.  
22 Both block rates are .5775 cents.

23 Q. But you keep them both in so that you can put  
24 a surcharge or a recoupment for the

1           decoupling revenue going forward to promote  
2           or provide an incentive for energy  
3           efficiency, so that you put the surcharge on  
4           the second-tier block, is it?

5    A.    (Brennan) I can't speak to the surcharge  
6           issue.

7    Q.    Okay.

8    A.    (Brennan) I do feel that a proper signal, a  
9           better signal is sent with it being flat  
10          blocks instead of declining blocks, from an  
11          energy-efficiency standpoint, and also for  
12          help with low energy users.

13   Q.    I think that's the argument why you keep both  
14          blocks the same. But you put the surcharge  
15          on the block that less -- where customers use  
16          more energy, and you put the recoupment on  
17          the first block.

18   A.    (Brennan) I was referring to having a  
19          declining block being a poor signal as  
20          opposed to flat.

21   Q.    Okay. Can you, Mr. Brennan, talk a little  
22          bit about the importance of decoupling?

23   A.    (Brennan) The importance of -- the reason OCA  
24          considers this -- it's really a foundational

1 goal -- is to break the connection between  
2 the sale of therms in the Company's ROE to  
3 eliminate the through-put incentive. I think  
4 it's important to -- it enables the Company  
5 to pursue business strategies, such as in  
6 energy efficiency, without concern to it  
7 negatively impacting their financial  
8 performance. I think it will be foundational  
9 to more good things down the road that are  
10 already occurring with regard to performance  
11 incentives that we see in energy efficiency,  
12 to start rewarding the Company on a  
13 performance basis instead of a traditional  
14 through-put incentive. The emergence of  
15 performance metrics and things like that  
16 could be a continuing conversation to have  
17 with the Company in future rate designs.

18 I think it was also fundamental in  
19 getting reductions in the fixed-cost customer  
20 charge, which is an important policy to the  
21 OCA, since it gives the Company -- decoupling  
22 gives them assurance of realizing their  
23 revenue requirement, even in a declining  
24 billing-determined environment with lower

1 volumes.

2 So I think it's an important policy. It  
3 helps certainly residential ratepayers. I  
4 think overall it helps all customers to have  
5 Liberty getting put on a track toward a more,  
6 you know, utility-of-the-future model that is  
7 not just based on through-put.

8 Q. And are there any drawbacks to decoupling?  
9 Is there -- and maybe Mr. Mullen can add to  
10 this answer, but I'd like to hear from you  
11 first.

12 How does the Company, under decoupling,  
13 continue to make investments that are  
14 economic? And is there any drawback from  
15 decoupling to incentives to do that?

16 A. (Brennan) As opposed to their current  
17 incentives today?

18 Q. Yeah. Does it take the incentives away? Are  
19 they less likely to invest in the future or  
20 more likely?

21 A. (Brennan) I think an important part of this  
22 is that we are hopefully embarking more on  
23 giving them incentives, performance  
24 incentives, that we agree that utilities

1           should do when it's distribution planning,  
2           and have that drive more their investments  
3           that they make, knowing that some of those  
4           investments may not be driving revenue volume  
5           up, it may be having revenues decline.

6    Q.    Right.

7    A.    (Brennan) From a through-put incentive.

8    Q.    Right.  But if --

9    A.    (Brennan) I said that wrong.  They continue  
10       to get their revenue even in an environment  
11       where through-put may be declining.  But  
12       those investments are made to support  
13       important initiatives and policies and goals  
14       that we want to achieve, that we can't really  
15       achieve under the current model, or it's more  
16       difficult to.

17   Q.    Yeah, I get that.  But is there ever an  
18       opportunity for them to increase their  
19       revenue in any way?

20   A.    (Brennan) There are recurring rate cases  
21       where new revenue requirement is set.  And  
22       potentially in those rate cases new types of  
23       revenue-performance-based models are  
24       introduced to help set that revenue

1 requirement with incentives and penalties  
2 based on performance, based on metrics, new  
3 metrics that the Company has to agree to live  
4 by that don't exist in today's environment.

5 So this is just the beginning. It's a  
6 very important, you know, start. But there  
7 should be more things happening going forward  
8 in future rate cases.

9 Q. Okay. Mr. Mullen, do you have anything to  
10 add to that?

11 A. (Mullen) Well, I think from an investment  
12 perspective, as the Company creates its  
13 capital budgets, those are based on a certain  
14 level of revenue. So now, instead of  
15 having -- without decoupling, the revenues  
16 can fluctuate either up or down, depending on  
17 things like the weather, that can then impact  
18 what you're doing for investments, whereas  
19 under decoupling you have a little bit more  
20 surety of what those revenues are going to  
21 be. So it kind of helps from a capital  
22 budgeting perspective, in terms of not having  
23 those wide fluctuations that can happen  
24 related to weather.

1 Q. And we're going to talk about weather  
2 normalization with the decoupling expert;  
3 right?

4 A. (Mullen) Yes.

5 Q. Okay. All right. Mr. Mullen, can you turn  
6 to Mr. Frink's testimony, Bates Page 93?

7 A. (Mullen) I'm there.

8 Q. And I think you talked with Mr. Dexter that  
9 the \$1 million estimate didn't include any  
10 site work. And then you said your site work  
11 was discussed, I think in your June or --  
12 yeah, June 30th testimony. So in that table  
13 there was no site work. And the biggest  
14 driver for the cost, or one of the biggest  
15 drivers for the cost overrun is the list of  
16 items on Bates Page 15 of your June 30th  
17 testimony.

18 A. (Mullen) Those are some of the costs. I  
19 think as we went through one of the recent  
20 exhibits, that listed all the costs that come  
21 up to \$3.8 million. This was just a summary  
22 highlighting certain items.

23 Q. Okay. You -- okay. All right. Thank you.  
24 I think that's all I have.

1 CHAIRMAN HONIGBERG: Commissioner  
2 Giaimo.

3 QUESTIONS BY COMMISSIONER GIAIMO:

4 Q. Good afternoon, gentlemen.

5 A. (Mullen) Good afternoon.

6 Q. As is always the case, my questions will be a  
7 lot easier than Commissioner Bailey's.

8 So as a primer for Mr. Normand's  
9 testimony I guess in the coming weeks or so,  
10 I thought I heard, Mr. Mullen, you said  
11 something when contrasting whether you use a  
12 12- or 5-year amortization schedule, that  
13 you -- sounded like you were critical, and  
14 you said that you can't look at this as  
15 depreciation in isolation. Does that ring a  
16 bell? And if so, can you elaborate on what  
17 you were thinking?

18 A. (Mullen) Well, I think what I said in that  
19 respect was that when Mr. Normand initially  
20 filed his testimony and he used -- he  
21 recommended a 12-year amortization, he was  
22 looking at the issue of depreciation alone.  
23 And I believe that was also a discovery  
24 response. And of course you haven't seen



1           that, unless it was attached to somebody's  
2           testimony where he said that very thing.

3    Q.    Okay.  There seemed to be agreement, and I  
4           just -- maybe you can both comment -- that  
5           with respect to the residential low-income  
6           assistance, it made sense to look at a  
7           generic docket with Northern.  I wonder why,  
8           if you stand on that, why you think that's  
9           more prudent than looking at things uniquely  
10          to each utility.

11   A.   (Mullen) Well, although I have not been  
12          involved with the low-income assistance  
13          programs, either on the gas or electric side  
14          over the years, I think that there's  
15          typically some uniformity in how the  
16          utilities deal with the discounts to make  
17          sure that customers for the various utilities  
18          are all getting treated the same.  So from  
19          that perspective, I think it just makes sense  
20          to deal with it in a generic proceeding,  
21          where essentially the same result will most  
22          likely come out for the individual utilities.

23   A.   (Brennan) I would agree.  And also, there are  
24          some intervenors that did not participate in

1           this docket that maybe would have had they  
2           known that was an issue and they would have  
3           an opportunity in the next generic  
4           proceeding.

5    Q.   All right.  I thought I heard a question from  
6           Mr. Dexter with respect to there not being an  
7           RFP for training services.  I just wanted to  
8           make sure I understand it was for training  
9           services.  There was neither an RFP for  
10          training services nor for the actual  
11          development of the center?

12   A.   (Mullen) I believe with respect to training  
13          services, that is correct.  I don't think  
14          that that's correct with respect to  
15          construction of the facility.  I'd have to go  
16          back and check all the information I've gone  
17          through over time.  But I do believe there  
18          was an RFP process related to the hiring of  
19          North Branch Construction.

20   Q.   Okay.  Do you know, Mr. Mullen, if you pay  
21          employees mileage for going to and from the  
22          training center?

23   A.   (Mullen) I'm not aware that we do.  I don't  
24          think we do unless -- depending on what might

1 be in some union contracts. And those I  
2 don't know the details of.

3 Q. Okay. I guess my question would be if you do  
4 pay them if they take their own cars, how  
5 much money would you in fact actually be  
6 saving by having a center here as opposed to  
7 sharing a center in Middlebury. But that's  
8 more of a comment than a question.

9 A. (Mullen) I can't provide an answer on that.

10 Q. Okay. Thanks. Turn it over to the Chairman.

11 QUESTIONS BY CHAIRMAN HONIGBERG:

12 Q. Mr. Mullen, training center. The income that  
13 comes from Granite State, when Granite State  
14 uses it, how would Granite State account for  
15 that? Is that just an expense for them?

16 A. (Mullen) Granite State records an expense,  
17 EnergyNorth records revenue.

18 Q. But the revenue for EnergyNorth is going to  
19 the revenue requirement associated with that  
20 training center as an asset; whereas, for  
21 Granite State Electric, it's just an expense  
22 for them; right?

23 A. (Mullen) Correct.

24 Q. Okay. Mr. Brennan, Keene. A couple times

1           you said one of the reasons that the OCA is  
2           okay with -- I don't remember whether you  
3           actually said "supports" -- but is okay with  
4           the consolidation is that the Company now has  
5           a plan in place. In your understanding, what  
6           is that plan, and why is it a good plan that  
7           would justify consolidation at this time?

8       A.    (Brennan) Well, it's the first plan that I am  
9           aware of that was discussed in a settlement  
10          agreement. Keene is obviously struggling.  
11          It was struggling before and  
12          post-acquisition. A plan has been put forth  
13          as a means to generate growth and revenues  
14          and cash flow that's needed to turn that  
15          division around. That's outlined in the  
16          settlement agreement. And part of that is to  
17          allow Keene to be competitive and to bring in  
18          the consolidation of their rates so the  
19          Company can pursue its business strategy. I  
20          think that's notwithstanding the issues of  
21          cost shifting that were discussed in the  
22          prior dockets and no net harm, that in the  
23          interest of providing a mechanism and a  
24          framework for Keene to turn around and grow,

1           that will ultimately help the entire system  
2           as growth does occur and costs are spread  
3           over the entire network, which will happen  
4           when you're consolidated in, that there's  
5           merit to consolidating them now into the same  
6           distribution rates as EnergyNorth.

7    Q.    How long is it reasonable for it to take to  
8           turn it around so that the rest of the  
9           EnergyNorth customers are no longer  
10          subsidizing the Keene system?

11   A.    (Brennan) Well, I do look at it as a  
12          long-term -- from a long-term perspective,  
13          not short-term. But I think it is warranted  
14          to begin that trend now rather than leaving  
15          it as is, with that division continuing to  
16          struggle and not having really a framework or  
17          opportunity to turn around. I do not have a  
18          specific period or number of years in mind.  
19          They do -- they will be putting forth  
20          analyses for doing growth investments that  
21          will give us an opportunity to keep track of  
22          the development there.

23   Q.    Understanding that I don't want to get  
24          information about settlement negotiations,

1 something you would consider, sometimes a  
2 valuable to think about as a phase-in of  
3 something like the consolidation of the two  
4 rate bases?

5 A. (Brennan) As opposed to what is in the  
6 settlement agreement? We support the  
7 consolidation of rates into EnergyNorth,  
8 based on what is outlined in the agreement.

9 Q. I'll leave it there.

10 Commissioner Bailey would like to know  
11 if Mr. Mullen -- how Mr. Mullen feels about a  
12 phase-in of the consolidation of rates.

13 A. (Mullen) Well, first of all, that is  
14 certainly different than what is in the  
15 settlement agreement. If we thought that was  
16 the best way to do it, then that's probably  
17 what we would have gone forward with. But I  
18 think considering some of the other  
19 adjustments that we've made and some of the  
20 provisions in the settlement, such as some of  
21 the costs that we took out of the analysis  
22 related to Keene's revenue requirement, as  
23 well as the growth provisions that we have,  
24 and to the extent that the growth falls short

1 of the \$200,000, and considering the minimal  
2 impact of the Keene revenue deficiency on the  
3 rest of the EnergyNorth customers, what we  
4 ended up with is not the phase-in, but I  
5 think it all makes sense here the way that  
6 we've put it all together.

7 Q. Somewhere in the settlement, in Attachment F,  
8 you pointed us to the effect on a residential  
9 ratepayer in the EnergyNorth system. Might  
10 be Bates 25. I think 35 is the Keene  
11 customers, 25 is the EnergyNorth customers.  
12 Am I right about that?

13 A. (Mullen) Yes.

14 Q. What portion of the increase on the  
15 EnergyNorth rate base -- I'm sorry --  
16 ratepayers represents the Keene system? You  
17 said it was relatively small. So do you have  
18 a sense of how big it is?

19 A. (Mullen) Well, considering the liquidated  
20 nature of the revenue requirement, I can't  
21 point you to an exact number. But if you use  
22 as a point of reference where the rebuttal  
23 testimony was, where it was 14.5 overall,  
24 that included just under 800,000 for Keene.

1           You know, so you're talking about, you know,  
2           less than 10 percent. It's even lower than  
3           that. And that's unadjusted. So when you  
4           look at it in that manner, the impact -- and  
5           then when you figure, you know, that you're  
6           talking the impact on 90,000 customers, and  
7           you spread that amount out over 90,000  
8           customers, the impact becomes very small.

9    Q.    But it is -- you could do a calculation based  
10          on the rebuttal testimony, couldn't you? I  
11          think the way you just laid it out, you'd be  
12          talking something like 7 percent of the  
13          increase in the EnergyNorth rate would be  
14          attributable to Keene.

15   A.    (Mullen) Yes. If you bear with me for a  
16          moment, this may have been addressed in the  
17          rebuttal testimony of Mr. Hall and Mr. Clark.

18                   (Witness reviews document.)

19   Q.    I'm not looking for precision. And I  
20          appreciate the work you're doing here. If  
21          you want to defer questions like that to  
22          Mr. Hall and Clark, that's fine. I'm just  
23          used to you being able to do things like this  
24          kind of off the top of your head.



1 A. (Mullen) Yes, and I actually just found it,  
2 to save me doing mental math. The impact --  
3 and this was based on, I believe this was  
4 based on our original filing. It was 37  
5 cents a month.

6 Q. Thank you. That's helpful. I believe the  
7 rest of my questions were answered.

8 Mr. Sheehan or Mr. Kreis, do you have  
9 any follow-up questions?

10 MR. SHEEHAN: I have a  
11 half-dozen.

12 CHAIRMAN HONIGBERG: How about  
13 you, Mr. Kreis, do you have questions?

14 MR. KREIS: I have about three  
15 redirect questions for Mr. Brennan.

16 CHAIRMAN HONIGBERG: Which of you  
17 would like to go first?

18 MR. KREIS: We can flip a coin.

19 CHAIRMAN HONIGBERG: Mr. Kreis,  
20 why don't you go first.

21 MR. KREIS: Okay.

22 REDIRECT EXAMINATION

23 BY MR. KREIS:

24 Q. In fact, it might even be two questions. I

1 really want to focus a little bit on the  
2 training center, where, Mr. Brennan, you  
3 heard the extensive cross-examination that  
4 Mr. Dexter directed at Mr. Mullen with  
5 respect to the training center and the way in  
6 which the Company planned and then managed  
7 that project; did you not?

8 A. (Brennan) Yes.

9 Q. And would it be fair to say that you shared  
10 all of the concerns going into the settlement  
11 process that the Staff and its witnesses had  
12 about the way the training center project was  
13 managed?

14 A. (Brennan) That is correct.

15 Q. Did you hear any questions from Staff, or did  
16 Staff raise any issues that you found  
17 surprising or shocking or that in any way  
18 changed what you would regard as the OCA's  
19 assessment of the training center and its  
20 role in the Company's revenue requirements?

21 A. (Brennan) No. My testimony and  
22 recommendation initially for this allowance  
23 was based on the information and decision  
24 that was made at that time, somewhere back in

1 early 2014, planning issues, lack of  
2 analysis, things like that that were  
3 discussed here today. My testimony did not  
4 get in and look at the value of the training  
5 facility once it was built. And there is  
6 merit, too, and it is clear that the facility  
7 is being used. There is need to have a place  
8 to have training done. And the Company is  
9 building, you know, its business around use  
10 of that facility. That was not the focus of  
11 my testimony, but there are merits to those  
12 arguments.

13 Q. And does it remain your opinion that the  
14 terms of the settlement agreement adequately  
15 take into account any issues that either your  
16 original testimony or the Staff's testimony,  
17 or any of the cross-examination that we've  
18 heard today, raised with respect to the  
19 prudence of the investment in the training  
20 center?

21 A. (Brennan) The settlement agreement balances  
22 the concerns, the ones that were raised  
23 regarding the decision made back in 2014  
24 versus the merits of the training center

1           today, and the merits of all the other  
2           provisions in the settlement agreement.

3    Q.    You, I presume, heard Mr. Mullen's testimony  
4           on cross-examination that, when the Company  
5           comes back with its next rate case, which it  
6           has committed to do, that it will put the  
7           training center into its test-year revenue  
8           requirement; did you not?

9    A.    (Brennan) Yes.

10   Q.    Is there anything in the settlement agreement  
11           that would preclude you or anyone else at the  
12           OCA from raising issues about whether that  
13           should be in the test year revenue  
14           requirement for purposes of the next rate  
15           case?

16   A.    (Brennan) No, there's nothing precluding that  
17           from happening.

18   Q.    So, in other words, because this is the  
19           settlement agreement, the prudence or  
20           other -- the prudence or appropriateness of  
21           the training center for purposes of future  
22           rate cases and future rates, that could be  
23           fully litigated in the future.

24   A.    (Brennan) I agree.

1 MR. KREIS: Thank you, Mr.  
2 Chairman. Those are the only questions I have.  
3 Except you look puzzled.

4 CHAIRMAN HONIGBERG: Yes, we look  
5 very puzzled at the notion that the prudence of  
6 building the training center could be litigated  
7 if it were approved in this docket.

8 MR. KREIS: Well --

9 CHAIRMAN HONIGBERG: Maybe its  
10 future use, maybe limitations on its use as it's  
11 being used in the future might be litigated.  
12 But given the way was presented, I question the  
13 answer you just got from your own witness.

14 MR. KREIS: Well, I think the  
15 settlement agreement --

16 (Court Reporter interrupts.)

17 MR. KREIS: I'm sorry. I haven't  
18 quite trained myself to swallow the mic the way  
19 this whole process requires.

20 CHAIRMAN HONIGBERG: How long  
21 have you been here?

22 MR. KREIS: Oh, it feels like  
23 just a few weeks. The honeymoon is still going  
24 on.

1 [Laughter]

2 MR. KREIS: So if I might just  
3 turn to the part of the settlement agreement  
4 that talks about the training center. At the  
5 top of Bates Page 6, the settlement agreement  
6 says, "The revenue requirement in this agreement  
7 allows the training center costs and revenues to  
8 be included in the determination of the revenue  
9 requirement, but also reflects consideration and  
10 compromise of the issues related to the training  
11 center raised by Staff and the OCA in their  
12 testimony."

13 Now, I don't want to unravel  
14 the settlement agreement, but it doesn't say  
15 that the investment in the training center  
16 was prudent, or used and useful, for that  
17 matter. And while as a practical matter I'm  
18 guessing, without binding the future OCA,  
19 that we probably won't be back here in 2021  
20 arguing that it was an imprudent investment,  
21 the point I was making is that the settlement  
22 agreement doesn't really purport to resolve  
23 that.

24 CHAIRMAN HONIGBERG: Understand

1 the settlement agreement is silent. But the  
2 general proposition, can we include it in rate  
3 base if it isn't prudent, used and useful --

4 MR. KREIS: As a general  
5 proposition. I would not ever expect you to  
6 include anything in rate base that you are  
7 concerned was not prudent, used and useful --

8 CHAIRMAN HONIGBERG: Lots of  
9 negatives in that sentence. I think if we parse  
10 it, I think that's generally a yes.

11 MR. KREIS: Yes.

12 So I think the point I'm  
13 making is that the settlement agreement,  
14 should you approve it, doesn't preclude  
15 issues around the training center from being  
16 raised in 2021. Would you be likely, or  
17 would your successors be likely to disallow  
18 it after all of this? No.

19 CHAIRMAN HONIGBERG: I think  
20 leaving it with the word "issues," I think we  
21 probably can agree on that. There may be  
22 issues. Not sure they're as broad as you got  
23 from Mr. Brennan. But it's not -- we don't have  
24 to worry about that today.

1 MR. KREIS: Okay. Well, his  
2 testimony is what it is.

3 CHAIRMAN HONIGBERG: Thank you,  
4 Mr. Kreis. Mr. Sheehan.

5 MR. SHEEHAN: Thank you. I made  
6 sort of a laundry list of things of things we  
7 went through. And they're a bit scattered, but  
8 we'll go through them.

9 REDIRECT EXAMINATION

10 BY MR. SHEEHAN:

11 Q. First is the issue we were just speaking  
12 about. Mr. Mullen, have you been involved in  
13 settlements before with the Company, or when  
14 you were here with Staff, where there was a  
15 liquidated number of sorts that included a  
16 various bunch of items that weren't itemized  
17 as we have in this case?

18 A. (Mullen) Yes, I have.

19 Q. And did some of those involve capital  
20 projects, like here?

21 A. (Mullen) Yes.

22 Q. And was it the norm in those other cases that  
23 in fact the asset would go into rate base, as  
24 you described, with an undefined, but lower



1 revenue associated with it?

2 A. (Mullen) Yes.

3 Q. And is it understood that in the next rate  
4 case, that that's what happens, that the  
5 asset is in rate base for the next rate case,  
6 and that's the way ratemaking is done and  
7 cases are settled?

8 A. (Mullen) Yes.

9 Q. So is there anything unusual in your  
10 experience from the discussion we just had  
11 about a dispute over an asset, a compromised  
12 revenue requirement and then that is in rate  
13 base going forward?

14 A. (Mullen) No.

15 Q. Topic 2, training center. Separately. There  
16 are three -- well, let me -- it seems there  
17 are three groups that have looked at the  
18 training center generally on the side of  
19 Staff: Liberty Consulting, Audit Staff and  
20 Commission Staff here today. Is that  
21 correct?

22 A. (Mullen) Yes.

23 Q. Based on that review, the Audit Staff did its  
24 review. And did it conclude that any of the

1 costs, the \$3.8 million, were unnecessary or  
2 unreasonable?

3 A. (Mullen) The Audit Staff issued its report.  
4 I believe a portion of that report is  
5 attached to Staff's testimony. They had  
6 certain items that they highlighted in their  
7 report. We reviewed that, commented on it.  
8 We agreed with a couple of pieces of that,  
9 specifically related to speeding the schedule  
10 up and the return of a bond refund in 2017.  
11 We made adjustments for those in our rebuttal  
12 testimony to reduce the cost of that. There  
13 were other items that the Audit Staff  
14 highlighted which we did not agree with, some  
15 things that were, as we viewed them, safety  
16 provisions involving rails on roof hatches  
17 and, you know, grip tape on stairs and, you  
18 know, a few other things. But beyond what  
19 was in their audit report, they did not  
20 highlight anything else. By the same token,  
21 Liberty Consulting --

22 Q. Let me stop you there and finish with Audit  
23 Staff.

24 A. (Mullen) Sure.

1 Q. So, in order of magnitude, the \$3.8 million,  
2 how much of those costs did the Audit Staff  
3 flag?

4 A. (Mullen) If memory serves, I think it was \$3-  
5 or \$400,000.

6 Q. And so the rest of the costs, based on their  
7 report, they saw them as reasonable?

8 A. (Mullen) That's the assumption I can make  
9 because they did not say -- they did not  
10 recommend anything other than that.

11 Q. And in past cases, in your experience, the  
12 Audit Staff will flag issues if they think a  
13 particular line item is unreasonable or  
14 should require further examination.

15 A. (Mullen) That's correct.

16 Q. Going to Liberty Consulting next. The report  
17 that Mr. Dexter was reviewing and the work  
18 that Liberty Consulting did, they did not  
19 also make any recommendations of not  
20 recovering portions or all of the training  
21 center; is that correct?

22 A. (Mullen) They did not.

23 Q. And the report we read was essentially a  
24 statement of the facts as Liberty Consulting

1 saw them --

2 A. (Mullen) Yes.

3 Q. -- without any conclusions on recovery of the  
4 training center costs.

5 A. (Mullen) That's correct.

6 Q. And then, of course, we have Staff's  
7 testimony in this case. And their testimony  
8 is what with regard to the training center?

9 A. (Mullen) That we should get no recovery at  
10 all.

11 Q. Did Staff, in its testimony in this case,  
12 point to any line item and say we shouldn't  
13 get recovery for this dollar or that dollar?

14 A. (Mullen) They did not.

15 Q. Did Staff challenge the \$3.8 million cost at  
16 all in their testimony?

17 A. (Mullen) No.

18 Q. Their point was the process of deciding to  
19 build the training center was bad, therefore,  
20 no recovery. Is that correct?

21 A. (Mullen) Correct.

22 Q. And in particular, we looked at Exhibit 31,  
23 which was where you had all the project costs  
24 itemized, and it added up to the \$3.8

1 million. Do you recall that?

2 A. (Mullen) I do.

3 Q. And no place in Staff's testimony did they go  
4 through and say disallow this cost and  
5 disallow that cost.

6 A. (Mullen) That's correct.

7 Q. You testified about the CSR training hours  
8 and how they were not included in Mr. Iqbal's  
9 chart.

10 A. (Mullen) Yes.

11 Q. Are there other groups of people who are  
12 trained at the training center as it's been  
13 operating in the last couple years? We have  
14 what you called the "union staff," in effect,  
15 field personnel, the CSRs. Are there any  
16 others that receive training there?

17 A. (Mullen) Well, there can be a number of non-  
18 field personnel who receive training. The  
19 Company views that anybody who can get  
20 exposure to the training on the gas and  
21 electric side, it helps their understanding  
22 of the business that we're in.

23 You know, I can give a perfect example.

24 You're fully aware of -- you're familiar with

1 Heather Tebbetts. She is going to be working  
2 on some special assignments. And as part of  
3 that, she recently went through the gas  
4 supervisor training. And I'd love to share  
5 with you the e-mails she sent me about the  
6 training that she was getting. I mean, those  
7 are the type of things that having your own  
8 facility can allow for. Also, it's my  
9 understanding that we now have additional  
10 training for the gas supervisors that was not  
11 available before.

12 Q. And using Ms. Tebbetts as simply an example  
13 of a person not traditionally associated with  
14 the training facility, this training she  
15 received would help her with her new  
16 assignments that are coming up.

17 A. (Mullen) Absolutely.

18 Q. And would help with employee engagement.

19 A. Yes.

20 Q. She is talking to, meeting with and  
21 understanding the people who are turning  
22 wrenches; correct?

23 A. Correct.

24 Q. And those hours are not included in the chart

1           that we went over with Mr. Iqbal's chart;  
2           correct?

3    A.   (Mullen) They were not.

4    Q.   And then last question.  In this hearing and  
5           in their testimony, Staff spent a lot of time  
6           faulting the initial budgeting and approval  
7           processes for the training center.  We had  
8           some of that here today; correct?

9    A.   (Mullen) Yes.

10   Q.   In your experience, does the Commission make  
11          prudence determinations based on budget  
12          amounts?

13   A.   (Mullen) No.

14   Q.   What does the Commission look at to determine  
15          whether an investment is prudent and should  
16          be in use?

17   A.   (Mullen) The costs that were incurred and  
18          what those costs were spent on.

19   Q.   Thank you.  That's all I have.

20                           CHAIRMAN HONIGBERG:  All right.

21           Gentlemen, I think you can return to your seats.

22                           Off the record.

23                           (Discussion off the record)

24                           CHAIRMAN HONIGBERG:  Mr. Kreis.

1 MR. KREIS: Thank you, Mr.  
2 Chairman. Just in the interest of making sure  
3 that the record is crystal clear about the  
4 important subjects we've been discussing,  
5 particularly our most recent colloquy, before  
6 the break you asked me the following question:  
7 "Can we include it in rate base if it isn't  
8 prudent, used and useful?" And I would like to  
9 be clear that my answer to that question is  
10 actually "No."

11 CHAIRMAN HONIGBERG: Thank you  
12 for clarifying, Mr. Kreis. It was my fault  
13 forgetting the way I answered -- I asked the  
14 question. But I think you and I were on the  
15 same page. So I appreciate the work that you  
16 did during the break to make that happen.

17 Mr. Sheehan, I see witnesses  
18 are pre-positioned. Is there anything we  
19 need to do besides swear them in?

20 [No verbal response]

21 CHAIRMAN HONIGBERG: Sue, would  
22 you do the honors, please.

23 (WHEREUPON, WILLIAM J. CLARK AND  
24 STEPHEN R. HALL were duly sworn and



1 cautioned by the Court Reporter.)

2 CHAIRMAN HONIGBERG: Mr. Sheehan.

3 MR. SHEEHAN: Thank you. And my  
4 understanding here is that I will qualify the  
5 witnesses, have them adopt their testimony, and  
6 review they're being, in effect, called by Staff  
7 to address the settlement agreement.

8 CHAIRMAN HONIGBERG: And for  
9 planning purposes, I don't think we're going to  
10 be going very long, so...

11 DIRECT EXAMINATION

12 BY MR. SHEEHAN:

13 Q. Mr. Clark, your name and position with the  
14 Company, please.

15 A. (Clark) William Clark, Director of Business  
16 Development.

17 Q. And did you prepare testimony filed in this  
18 case?

19 A. (Clark) I did.

20 Q. And that was filed with the rebuttal  
21 testimony in January of '18?

22 A. (Clark) Correct.

23 Q. And for record, that's marked as Exhibit 24.  
24 Do you have any changes to that testimony?

1 A. (Clark) I do not.

2 Q. And do you adopt that today as your sworn  
3 testimony?

4 A. (Clark) Yes.

5 Q. Mr. Hall, same question. Your position with  
6 the Company.

7 A. (Hall) My name is Stephen R. Hall. I am the  
8 Rate and Regulatory Affairs Director for  
9 Liberty Utilities Service Company.

10 Q. Is it correct that the testimony Mr. Clark  
11 just identified, Exhibit 24, you participated  
12 in that as well?

13 A. (Hall) Yes, I did.

14 Q. Do you have any changes to that testimony?

15 A. (Hall) No.

16 Q. And do you adopt that testimony today as your  
17 sworn testimony?

18 A. (Hall) Yes, I do.

19 Q. Thank you.

20 CHAIRMAN HONIGBERG: Mr. Dexter.

21 MR. DEXTER: Thank you.

22 CROSS-EXAMINATION

23 BY MR. DEXTER:

24 Q. All the questions I have today have to do

1 with what's been described as the "iNATGAS  
2 facility."

3 Can you give a brief overview of that  
4 facility, what it looks like, what it does,  
5 and what parts Liberty Utilities owns and  
6 what part iNATGAS owns?

7 A. (Clark) The Innovative Natural Gas, iNATGAS,  
8 facility is a compressed natural gas facility  
9 located on Broken Bridge Road in Concord, New  
10 Hampshire. It has dual purposes. It has a  
11 public access vehicle refueling pump for  
12 vehicle fueling. It also has a second  
13 component for compressed natural gas to  
14 transport via tractor-trailer to end-use  
15 customers.

16 Q. And what portion of those facilities does  
17 Liberty Utilities own?

18 A. (Clark) Liberty Utilities owns the land, all  
19 permanent structures, the compressors, the  
20 gas dryer and conditioning equipment, and  
21 that's it. All permanent site structures  
22 plus the --

23 Q. What's gas dryer and conditioning equipment?

24 A. (Clark) That removes the water impurities out

1 of the gas before it enters the compressors.  
2 It cleans the compressors so they operate  
3 properly.

4 Q. And when one visits the facility, as Staff  
5 had the opportunity to do, and sees those  
6 bays where the trucks and cars will pull up,  
7 is that owned by Liberty, or is that owned by  
8 iNATGAS?

9 A. (Clark) The permanent structures, the canopy  
10 itself, is owned by Liberty Utilities. The  
11 fuel pumps are owned by Innovative Natural  
12 Gas.

13 Q. Okay. When did this facility get put into  
14 service?

15 A. (Clark) Are you asking for the commencement  
16 date or when we started the process?

17 Q. When did it -- when was it put in service --  
18 when did it leave plant Construction Work In  
19 Progress and get booked as Plant In Service?

20 A. (Clark) That would be December of...

21 A. (Hall) 2016.

22 A. (Clark) 2016.

23 Q. And when it was booked to plant, what was the  
24 total cost?

1 (Witness reviews document.)

2 A. (Clark) Be \$4,815,594.

3 Q. And when was the first sale made? I assume  
4 there's been a sale made.

5 A. (Clark) Correct.

6 Q. When was that made?

7 A. (Clark) Are you asking for the portion of the  
8 facility for vehicle refueling or the  
9 transportation of the --

10 Q. Well, I guess both.

11 A. (Clark) The vehicle refill was operational  
12 sooner. The first sales were early 2017.  
13 The first sales to a customer of compressed  
14 natural gas via tractor-trailer began in  
15 December of 2017.

16 Q. And the arrangement between Liberty and  
17 iNATGAS was the subject of what's called a  
18 "Special Contract"; is that correct?

19 A. (Clark) Correct.

20 Q. And when was the Special Contract executed?

21 A. (Hall) Early 2014. I don't remember the  
22 exact date.

23 A. (Clark) I believe the order was in July of  
24 2014.

1 Q. The Commission order approving the Special  
2 Contract?

3 A. (Clark) Correct. I believe it was July 15.

4 Q. I'm looking at it right now. Would you  
5 accept that it's dated July 15, 2014?

6 A. (Clark) Yes.

7 A. (Hall) That's the one.

8 Q. Now, does the Special Contract cover both of  
9 those types of sales that you just mentioned,  
10 the vehicular and tractor-trailer?

11 A. (Clark) It does cover both. The annual take  
12 or pay minimus, which are part of the  
13 contract, don't differentiate between the  
14 type of sales. It's just the annual  
15 through-put of the meter.

16 Q. So what I'd like to do this afternoon and  
17 when we finish is do some comparisons of the  
18 facility as to when it was proposed to the  
19 Commission. And just for the record, the  
20 docket of which the special case -- the  
21 Special Contract was approved is DG 14-091.  
22 Would you agree?

23 A. (Clark) Yes.

24 Q. Okay. So what I would like to do is compare

1           some of the analyses that were presented in  
2           that docket to some of the information that's  
3           come to light in this case.

4           So I'd like to start by handing out a  
5           few exhibits. The first one is a data  
6           request in DG 14-091. It's Staff 1-16.

7                           CHAIRMAN HONIGBERG: This is  
8           Exhibit 37.

9                           (The document, as described, was  
10           herewith marked as Exhibit 37 for  
11           identification.)

12                           MR. DEXTER: Thank you.

13 BY MR. DEXTER:

14 Q. Mr. Clark, it appears you prepared this  
15       Exhibit 37 several years ago. Is that right?

16 A. (Clark) Yes.

17 Q. Now, is it correct that this exhibit  
18       indicates that the expected in-service date  
19       of the facility we've been talking about  
20       would be November 2014?

21 A. (Clark) Correct.

22 Q. And the actual in-service date you just  
23       testified was December 2016; correct?

24 A. (Clark) Correct.

1 Q. Could you explain for the Commission what led  
2 to the delay between the expected service  
3 date and the actual in-service date?

4 A. (Clark) There were several factors involved,  
5 one being permits. Those required Alteration  
6 of Terrain Permits from New Hampshire DES,  
7 City of Concord approvals, RFP process for  
8 construction services, winter conditions  
9 during one of those winters. I forget  
10 whether that was the first winter or second  
11 winter, but we did have to shut down for  
12 three to five months.

13 Q. Were you in the room this morning when we  
14 were talking about the business case that was  
15 submitted for the training center?

16 A. (Clark) Yes.

17 Q. Do you know if a business case, a similar  
18 business case was submitted for the iNATGAS  
19 gas facility?

20 A. (Clark) It was.

21 Q. And do you know when that was submitted?

22 A. (Clark) Subject to check, early, mid-2014.

23 Q. And the information that was provided in  
24 Docket DG 091, in terms of cost and expected



1 revenues, is that consistent with what was  
2 submitted in that business case?

3 A. (Clark) Without looking at the business case,  
4 they should be similar.

5 Q. Okay. So what I'd like to do, then, is look  
6 at some of the costs and revenues that were  
7 presented to the Commission in DG 14-091.  
8 I'd like to hand out Staff Data Request 1-1,  
9 the Company's response to Staff Data Request  
10 1-1.

11 CHAIRMAN HONIGBERG: Mr. Dexter,  
12 is that, again, from Docket 14-091?

13 MR. DEXTER: Yes, it is,  
14 Commissioner.

15 CHAIRMAN HONIGBERG: This will be  
16 Exhibit 38.

17 (The document, as described, was  
18 herewith marked as Exhibit 38 for  
19 identification.)

20 Q. And again, Mr. Clark, it appears you prepared  
21 this response back in 2014; is that right?

22 A. (Clark) Correct.

23 Q. So there were five parts to the question. I  
24 didn't print all the information that was

1 submitted in response. I printed two pages  
2 that I want to look at. But if you feel  
3 anything else in the response is relevant,  
4 please alert the Commission to that. I just  
5 did it for the sake of efficiency.

6 So I've primatively Bates stamped these  
7 in the bottom right-hand corner, and I'd like  
8 you to turn to Page 2, please.

9 Now, is it correct this was an analysis  
10 that was done to show the discounted cash  
11 flow that would result from the iNATGAS over  
12 a 15-year period? Is that your understanding  
13 of what this analysis is?

14 A. (Clark) That would be my understanding based  
15 on three different potential revenue streams.

16 Q. Right, right. We're going to get to those.  
17 I wanted to start with the cost, though.

18 If I look at the upper left-hand corner  
19 of this exhibit in Column 1, "2014," there's  
20 a figure of \$2,245,000. Does that represent  
21 the estimated cost of the facility when this  
22 analysis was done?

23 A. (Clark) That would have represented the  
24 direct cost without overheads at that time.

1 Q. Okay. And the direct costs are itemized  
2 above that line into four items. Do you see  
3 that?

4 A. (Clark) Yes.

5 Q. Compressors, Piping, Land and Contingency; is  
6 that right?

7 A. (Clark) Correct.

8 Q. As you said, this number does not include  
9 AFUDC; is that right?

10 A. Correct.

11 Q. Could you explain why AFUDC was not included  
12 in this number?

13 A. (Hall) Yes. The original estimate didn't  
14 include either AFUDC or overheads, otherwise  
15 known as "burdens." And the reason for that  
16 is that, when a capital project is analyzed,  
17 what we look at and what the tariff requires  
18 that we look at is the direct cost only of  
19 the facility to determine whether or not a  
20 DCF analysis results in a positive number  
21 based on the direct costs and the anticipated  
22 revenue.

23 Q. And what's the reasoning behind that?

24 A. (Hall) Because when it comes to overheads, to

1           the extent that you have sufficient revenue  
2           to recover the direct cost of the revenue  
3           requirement associated with a capital  
4           facility, overheads get spread over more  
5           therms, ultimately resulting in lower  
6           overheads for all customers.

7    Q.    Is that another way of saying that the  
8           overheads would be incurred in any event,  
9           whether or not this project went forward?

10   A.    (Hall) Yes.

11   Q.    That's not true of AFUDC.  Would you agree?

12   A.    (Hall) AFUDC will be incurred -- well, if the  
13           project doesn't go forward, AFUDC doesn't get  
14           incurred.  I'll agree with you there.  If  
15           there is no project, there is no AFUDC.

16   Q.    But if the project goes in service, there is  
17           AFUDC.  Would you agree?

18   A.    (Hall) Yes.  All AFUDC is, is carrying costs  
19           while a project is under construction.  Once  
20           a project is used and useful, the direct  
21           costs of the project plus those carrying  
22           costs get put into rate base.

23   Q.    Okay.  And Mr. Clark had mentioned that this  
24           analysis looks at three different scenarios.

1           And if I understand this spreadsheet  
2           correctly, if I go down to the box starting  
3           on Line 46, this lays out the three different  
4           revenue scenarios that were presented to the  
5           Commission four years ago; right?

6           A.     (Hall) Yes.

7           Q.     The first one is called "Minimum Take-or-Pay  
8           Assumption Level." Can you explain what that  
9           is, please?

10          A.     (Clark) The Special Contract that was  
11          approved has a provision that requires  
12          Innovative Natural Gas to take or pay for  
13          minimum annual quantities of gas. If on an  
14          annual basis they do not meet those minimums,  
15          they are charged a true-up amount for that  
16          deficiency.

17          Q.     And I think, as you pointed out in your  
18          rebuttal testimony, that requirement goes  
19          over the life of the contract; is that right?

20          A.     (Clark) That is correct.

21          Q.     Is that 15 years?

22          A.     (Clark) 15 years.

23          Q.     Okay. So is it a fair characterization to  
24          say that, barring some sort of bankruptcy or

1 something, that the Company could count on  
2 those minimum take or pay derivatives?

3 A. (Clark) Yes.

4 Q. And it could be that iNATGAS may just stop  
5 paying you, but that would be a breach of  
6 contract situation.

7 A. (Clark) Correct. That would be considered a  
8 breach. They would be in default, and we  
9 would seek reimbursement through default  
10 proceedings.

11 Q. Right. And my understanding was, and we  
12 don't need to get into this, but there was  
13 some provision in the contract that protected  
14 the Company against that eventuality.

15 A. (Clark) Are you referring to the escrow  
16 agreement?

17 Q. Right.

18 A. (Clark) Correct. The Innovative Natural Gas  
19 was required to put a little in excess of  
20 \$1.3 million in an escrow account in the  
21 event that they did not pay for their annual  
22 take or pay minimums for the first five  
23 years.

24 Q. Right. But you would only get one or the

1 other. You wouldn't get the take or pay and  
2 the escrow.

3 A. (Clark) No. The escrow will be refunded as  
4 they -- over the course of the five years as  
5 they pay their take or pay minimums.

6 Q. Fair enough. So what's the second baseline  
7 assumption? What does that represent?

8 A. (Clark) The baseline assumption was the  
9 iNATGAS business case of what they felt was  
10 technically achievable at that point in time  
11 based on firm capacity in New England on  
12 pipelines and the price of competitive fuels  
13 in New England.

14 Q. So those numbers were provided -- those  
15 volumes were provided to you by iNATGAS.

16 A. (Clark) Correct.

17 Q. Okay. And what's the third scenario? It's  
18 called "Accelerated Sales Assumption Level."  
19 What does that represent?

20 A. (Clark) That would represent the full growth  
21 of the facility, and I guess you'd call it  
22 the "rosiest" projections where oil and  
23 propane and competing fuels were to even  
24 increase in price in the delta between

1 natural gas and those fuels increased at that  
2 point in time.

3 Q. And you used the term, I think, "full growth  
4 scenario." What do you mean by that?

5 A. (Clark) To achieve the 2 million annual  
6 decatherms in that full-growth model, there  
7 would have been an additional investment  
8 required on both parties.

9 Q. So this sheet then represents full growth  
10 sales.

11 A. (Clark) The accelerated --

12 Q. The accelerated --

13 A. (Clark) -- includes full growth. That's  
14 correct.

15 Q. Okay. Now, you just mentioned the decatherm  
16 numbers. I get mixed up with decatherms and  
17 MCF and MMBtus, so --

18 (Court Reporter interrupts.)

19 Q. So I want to go back to the take or pay,  
20 which I think is the easiest one to  
21 understand.

22 Now, if I understand this correctly, the  
23 minimum take or pay provisions are based on  
24 decatherm volumes; is that right?



1 A. (Clark) Yes.

2 Q. Okay. And they're different. They're not  
3 the same for the 15 years; correct?

4 A. (Clark) Correct. Interval 1 is a two-year  
5 period for the first two years.

6 Q. Did you say -- I'm sorry. What?

7 A. Interval 1. I believe the Special Contract  
8 references Interval 1.

9 Q. Yup.

10 A. (Clark) It's a two-year take or pay.  
11 Interval 2 are the years three and four.  
12 Interval 3 is the remaining term on the  
13 contract, so that would be the last 11 years.

14 Q. And could you give the volumes that are take  
15 or pay volumes?

16 A. (Clark) I'm just checking to see if those  
17 were redacted in the original docket.

18 (Witness reviews document.)

19 CHAIRMAN HONIGBERG: Off the  
20 record.

21 (Discussion off the record)

22 CHAIRMAN HONIGBERG: All right.

23 So we're back on the record. We're going to  
24 adjourn for the day. Don't know as we sit here

1           when the next time we'll be together is. But  
2           the parties and Staff will work to figure out  
3           which of those days that we talked about early  
4           in the day will be the date for resumption.

5                           Anything else we need to do  
6           before we break?

7                           [No verbal response]

8                           CHAIRMAN HONIGBERG: All right.  
9           We are adjourned.

10                           (Whereupon the Afternoon Session of  
11           Day 1 of the hearing was adjourned at  
12           4:40 p.m..)

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