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STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

February 23, 2022 - 12:50 p.m. AFTERNOON SESSION
ONLY

[Remote Hearing conducted via Webex]

RE: DW 21-093
AQUARION WATER COMPANY OF NEW
HAMPSHIRE, INC.
Petition for Approval of Franchise
Expansion, Acquisition of Assets, and
Application of Existing Rates
(Hearing)

PRESENT: Chairman Daniel C. Goldner, Presiding
Commissioner Pradip Chattopadhyay

Doreen Borden, Clerk
Corrine Lemay, PUC Remote Hearing Host

APPEARANCES: Reptg. Eversource Energy:
Jessica A. Chiavara, Esq.
Daniel P. Venora, Esq. (Keegan...)

Reptg. Town of North Hampton:
Justin C. Richardson, Esq.

Reptg. Town of Hampton:
Susan A. Lowry, Esq. (Upton Hatfield)

Reptg. Wiggin Way/Winterberry:
Homeowners' Association
Jason C. Reimers, Esq. (BCM Environ.)

Reptg. NH Department of Energy:
Christopher R. Tuomala, Esq.
Suzanne G. Amidon, Esq.

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

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I N D E X

WITNESS PANEL: TIMOTHY HARNED
 JASON M. LAJOIE

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AFTERNOON SESSION

(Hearing resumed at 12:50 p.m.)

CHAIRMAN GOLDNER: Okay. Ms. Robidas, you can swear in the witnesses.

(WHEREUPON, TIMOTHY HARNED and JASON M. LAJOIE were duly sworn and cautioned by the Court Reporter.)

TIMOTHY HARNED, SWORN

JASON M. LAJOIE, SWORN

CHAIRMAN GOLDNER: Okay. We'll go to direct examination. Mr. Richardson.

MR. RICHARDSON: Thank you, Mr. Chairman.

DIRECT EXAMINATION

BY MR. RICHARDSON:

Q. Good afternoon. Could you both please state your names and addresses for the record, please.

A. (Lajoie) Certainly. Jason Lajoie. My address is 39 Reddington Landing in Hampton, New Hampshire.

A. (Harned) Timothy Harned, 66 Lovering Road, North Hampton, New Hampshire.

Q. And why don't I start with having you adopt

1 your prefiled testimony, and then I have some
2 follow-up questions for you about things we
3 heard this morning.

4 Mr. Harned, starting with you, do you
5 have exhibits that were premarked as 8 and 9
6 with you today?

7 A. (Harned) Yes, that's my testimony. Correct.
8 I do not have them labeled as an exhibit.

9 Q. That's all right. They've been identified,
10 though.

11 A. (Harned) Yes.

12 Q. And we heard today, before I asked you to
13 adopt that testimony, about a discrepancy
14 where, if I understand correctly, it was
15 believed that Aquarion was paying a seasonal
16 rate. But as Aquarion witnesses explained,
17 that's not the case. Do you recall that?

18 A. (Harned) Yes, I do.

19 Q. Okay. So with that correction or caveat in
20 mind, is that -- is your testimony true and
21 accurate, to the best of your knowledge and
22 belief?

23 A. (Harned) Other than that issue, to the best
24 of my knowledge it is.

1 Q. And you adopt that as your testimony --

2 A. (Harned) Yes, I do.

3 Q. -- before the Commission --

4 A. (Harned) Yes, I do.

5 Q. -- today. Thank you.

6 For our stenographer's benefit, please
7 wait until I finish, even if you see where
8 I'm going before I do. So, thank you.

9 Fire Chief Lajoie, you have a letter
10 which has been marked as Exhibit 10. And is
11 that your testimony for the Commission today?

12 A. (Lajoie) Yes, it is.

13 Q. And is that letter, Exhibit 10, is that true
14 and accurate, to the best of your knowledge
15 and belief?

16 A. (Lajoie) Yes.

17 Q. Thank you. I want to -- let's start with the
18 questions about fire protection because I
19 think that there's an interest in that, and
20 we heard a lot about that this morning.

21 And so Chief Lajoie, can you just tell
22 us about your background as a fire chief, how
23 long you've been a fire chief, what your
24 experience is, et cetera?

1 A. (Lajoie) Certainly. I've been with the North
2 Hampton Fire Department just shy of 20 years.
3 I've been in the fire service for a total of
4 30 years now. I have been fire chief for
5 just over two years.

6 Q. And this morning we heard from the Wiggin Way
7 Homeowners Association President, Mr. Roy.
8 And I think he said that he applied a
9 standard of, you know, houses that would have
10 been, those within 1,000 feet. Do you agree
11 that that is the standard or the limits of a
12 fire protection benefit?

13 A. (Lajoie) No, I would disagree with that. It
14 could go well beyond 1,000 feet.

15 Q. And could you explain why that is the case.

16 A. (Lajoie) Certainly. So, generally, fire
17 engines carry a supply hose on them,
18 generally 1,000 feet of supply. And the
19 general rule for that is every thousand feet
20 of supply hose that's laid out, you want to
21 have a fire department pumper truck in line
22 being able to pump every thousand feet to the
23 next pumper truck that eventually gets to the
24 fire scene.

1 Q. And how -- so what would be kind of like the
2 maximum range that the North Hampton Fire
3 Department working with Stratham would lay
4 out if needed?

5 A. (Lajoie) That would be dependent upon the
6 location of the fire, what we're tieing into,
7 whether it's a static water source, whether
8 it's a fire pond, whether it's a cistern, or
9 even if it's a municipal water source. As in
10 the case of a fire hydrant, you could
11 essentially pump every thousand feet for an
12 excess of 5- to 10,000 feet if need be. That
13 would not be the case in this area because of
14 the water sources that are available.

15 Q. And when you say "the water sources that are
16 available," what's the, I guess what's the
17 most important water source?

18 A. (Lajoie) From a fire department's
19 perspective, if you have the choice of a fire
20 hydrant versus a cistern or a static water
21 source, the preferred method would be going
22 to a fire hydrant.

23 Q. And why is that?

24 A. (Lajoie) Because it's going to be a

1 guaranteed water source that's coming in.
2 The length of time that it takes to be able
3 to connect to a fire hydrant and get
4 immediate water versus having to connect to a
5 cistern. A cistern does not have pressurized
6 water coming into the fire truck. It is
7 something that the apparatus operator has to
8 actually take into the pump of the fire
9 truck. So that does take some time to do so.
10 In a perfect scenario, you could have that
11 completely set up within a few minutes. But
12 sometimes there's mechanical errors that
13 occur, that you don't produce a vacuum to get
14 that water sucked into the pump of that
15 truck.

16 So in any case, during an emergency, if
17 you have an immediate water source close by,
18 any fire ground officer would opt for the
19 guaranteed water source that's going to be
20 coming into the fire truck.

21 Q. We also heard testimony from Mr. Roy, when I
22 was asking him about the benefits. And I
23 believe his response was that I was asking
24 the wrong fire department in seeking your

1 opinion on this. What's your reaction to
2 that?

3 A. (Lajoie) I would say that collaboratively,
4 fire chiefs in the area work together as part
5 of a mutual aid district. And so while my
6 position is the North Hampton Fire Chief, my
7 responsibility is the Town of North Hampton.
8 And Chief Matt Larrabee, the fire chief for
9 the Town of Stratham, we do work together
10 during large-scale incidents. So in the
11 event that Stratham gets a report of a fire,
12 we respond immediately. So we provide
13 assistance during any type of response where
14 there could be any fire involvement, because
15 staffing is a concern. Even though you have
16 a staffed fire department, it's very typical
17 that it takes a multitude of personnel and
18 trucks to extinguish a fire. It's not just,
19 you know, one or two fire trucks.

20 Q. When you were working on this issue and
21 preparing your testimony, did you ever reach
22 out to the Stratham Fire Department?

23 A. (Lajoie) I did. When I was assessing the
24 area and the location, I did not have the

1 knowledge. I knew that there were cisterns
2 in that neighborhood. I didn't have the
3 knowledge of how much water those cisterns
4 held. So I placed a phone call to Fire Chief
5 Matt Larrabee, just for my own knowledge, and
6 he advised me that they held 30,000 gallons
7 of water. And he asked me if there was an
8 issue, and I said, "No, I just need it for my
9 own knowledge." I explained to him that
10 these proceedings were going to be coming
11 into question and taking place. And his
12 concern was, is this going to create an issue
13 between the two towns and their ability to
14 have a hydrant available to them in an
15 emergency circumstance, which I wanted to
16 immediately assure him that, no, it would not
17 be a problem.

18 Q. So if I understand, just to be clear, his
19 concern was essentially that he wanted to
20 make sure that that fire hydrant remained
21 available because it was important.

22 A. (Lajoie) That's correct.

23 Q. Okay. Just off the record for a second.

24 I know our stenographer is now remote.

1 So you're speaking very fast. So I think
2 you'll --

3 A. (Lajoie) My apologies.

4 Q. No, you'll make her job easier. So I just --
5 and I know you probably haven't testified
6 before, so that was --

7 MR. RICHARDSON: Sorry. I'll back
8 on the record or...

9 BY MR. RICHARDSON:

10 Q. So my next question was what type of a fire
11 department is the Stratham Fire Department?

12 A. (Lajoie) Stratham is a volunteer fire
13 department which relies heavily on volunteers
14 that are not housed in the station; primarily
15 they're at home. I do have the knowledge
16 that volunteerism in the region, never mind
17 the state, can be a challenge. So Stratham,
18 over the last few years, has begun to employ
19 staffing that is available at the fire
20 station. So to my knowledge, they have two
21 people, or two firefighters on duty during
22 the daytime.

23 Q. And so what does that mean? If you could
24 describe it for the Commissioners, because I

1 know this isn't probably things they normally
2 deal with. But logistically, what happens if
3 Stratham were to originate a call for a fire
4 in the Wiggin Way system? What would your
5 response be? What would Stratham's? How
6 would that work?

7 A. (Lajoie) Certainly. So common practice for
8 the area fire departments -- because staffing
9 is a challenge, as I stated before. Not just
10 one or two firefighters can respond to a
11 house fire and put that out themselves with
12 one or two fire trucks. It takes multiple
13 people. By standards, you should have 15 to
14 17 firefighters on scene within the first ten
15 minutes of a fire.

16 So to achieve those standards, what many
17 fire departments have done, especially in the
18 Town of Stratham, is they employ -- within
19 our mutual aid district, we have run carts.
20 And so what the Town of Stratham has asked
21 the Town of North Hampton, if they ever have
22 a report of a house fire and they get
23 dispatched to that right away, if we would
24 respond immediately, along with other towns,

1 such as Greenland, Exeter and so on. So in
2 the event that Stratham gets a report of a
3 house fire, we respond immediately once they
4 page out that call.

5 Q. Let's assume, hypothetically, a call is made.
6 What would North Hampton's role be in
7 responding to a particular fire in the
8 department -- in that subdivision?

9 A. (Lajoie) Certainly. So that can be
10 completely dependent on who arrives on scene
11 first. There's oftentimes that we do respond
12 to mutual aid to the Town of Stratham, where
13 North Hampton is the first on scene. So the
14 crew that first arrives is the one to make
15 the, usually the immediate fire ground
16 decision-making until the responsible town
17 gets there, and then both will collaborate
18 together on, you know, strategy and tactics.

19 In this case, there's so many variables
20 that are in play, that we could very well
21 arrive on scene -- particularly speaking to
22 Wiggin Way, we could be responding and arrive
23 first, or we could be there second. So our
24 role could be varied as to when we arrive on

1 scene.

2 If we arrive on scene and we confirm
3 that there is a fire, let's say specific to
4 the area between our town line and where the
5 Wiggin Way cistern is, I can tell you that my
6 fire officers are going to opt for
7 establishing an immediate water supply by
8 means of the hydrant on Wiggin Way.

9 Conversely to that, if Stratham was the first
10 arriving fire company on scene and we were
11 the second, the second arriving company is
12 usually the one who establishes a water
13 supply for that fire attack pumper that's at
14 the fire scene. Now, that could come from
15 either the cistern or it could come from the
16 fire hydrant. But I know from talking with
17 the Stratham fire chief, that in any case he
18 would hope that in that general vicinity that
19 that hydrant would be available to him, and
20 not just for the primary water source, but
21 also for establishing a secondary water
22 source.

23 And I'll add to that, if you don't mind.
24 There's an extreme importance of when you're

1 speaking of establishing a water supply for
2 immediate fire attack, you always want to
3 have a secondary means of a water supply in
4 case your first supply fails. Now, a failure
5 could come from a mechanical failure of the
6 truck. And if that were to occur, you don't
7 want to have a disruption of your water, your
8 fire flow, you know, for extinguishment
9 purposes. So if you have established a
10 secondary water supply, you've got that
11 safeguard in place.

12 Second to that, if your primary water
13 supply happened to be the cistern, that
14 30,000 gallons of water is just a limited
15 supply. So if our pumps, our fire trucks
16 are -- I can speak for North Hampton. We can
17 pump up to 1500 gallons per minute. So if
18 you're taking water as a primary water supply
19 from the cistern, you're going to use up that
20 water within a 20-minute time period. So
21 when it comes to fire ground strategies and
22 tactics, you're always thinking about endless
23 water supply. That's what you want is an
24 endless water supply. So you can most

1 certainly always get that from a fire
2 hydrant.

3 Q. What is the range of firefighting kind of
4 response times? I mean, because I know that
5 there's an initial fire response. But is
6 there a need for water over a prolonged
7 period of time when you're firefighting? Can
8 you explain that?

9 A. (Lajoie) Absolutely. So, yeah, you want to
10 ensure that if you have a confirmed fire, our
11 first objective is to maintain that we've got
12 an immediate water supply. Second to that is
13 we're looking at the amount of fire
14 involvement that is in a home. Is it one
15 room? Is it multiple rooms? Is it an entire
16 home? And so then based on the fire
17 involvement, we have calculations that will
18 determine how much water we're going to need
19 to extinguish a fire and in what time frame.
20 So, you know, even though you've got a fire
21 truck responding and we carry attack hose,
22 you're not necessarily going to just use, you
23 know, one hose off a truck. You could have
24 multiple hoses and different sizes that

1 require different gallons per minute and
2 different pressures. So given all of those
3 circumstances, we always look to maintain a
4 water supply that's going to be long-lasting.

5 And, you know, I don't remember who it
6 was. I think it was Mr. Roy's point, that
7 Stratham has tanker trucks. That is true. I
8 can tell you that Stratham has two tanker
9 trucks. Their tankers carry 3,000 gallons of
10 water, where a fire engine, a pumper truck,
11 may only carry 1,000 to 1,500 gallons of
12 water. So eventually that water could be
13 used up and then eventually will need to be
14 refilled. So while you have a primary water
15 supply attacking a fire, let's say, for
16 instance, it was the cistern being used,
17 you're now having to find a water supply to
18 then fill up the trucks that are using up
19 their water. So that's where we would opt
20 for the fire hydrant.

21 Q. And I'm sorry. I guess I didn't ask the
22 question as well as I should or communicate
23 what I was also thinking about.

24 Do fires -- are they just put out by the

1 initial attack with the water, or is there a
2 role of fire suppression over time that is a
3 benefit of hydrants that cisterns don't have
4 over time?

5 A. (Lajoie) Over time. Are you talking in one
6 fire ground instance, if there is a home on
7 fire that we're making sure that once the
8 fire is extinguished, that we don't need to
9 keep that ongoing water supply?

10 Q. That's kind of where I was going, yes.

11 A. (Lajoie) Okay. So our objective is to
12 quickly extinguish the fire as soon as
13 possible. It doesn't just happen within, you
14 know, the first few minutes of a fire. It
15 can be sometimes over an hour. Sometimes it
16 can be over a two-hour time period.

17 Q. Okay. I think that covers that issue, and so
18 I'm going to wait and move on to -- oh,
19 sorry. There was one other question.

20 How many fires does North Hampton
21 respond to in Stratham per year?

22 A. (Lajoie) On average, it's three to five.

23 Q. Okay. Thank you.

24 Mr. Harned, I have some questions for

1 you. But let's start first with your
2 background, who you are, what your roles are
3 for the Town.

4 A. (Harned) Okay. Roles for the Town, I am the
5 secretary of the -- it's an elected position,
6 and I'm the secretary of the North Hampton
7 Water Commission. Because it may come up, I
8 also am the chair of the North Hampton
9 Planning Board, which is also an elected
10 position.

11 Q. Thank you. What's your professional and
12 educational background and experience?

13 A. (Harned) Well, professionally, I'm happily
14 retired for the last couple years. Prior to
15 that I worked in the design of specialized
16 electric motors for the aerospace industry,
17 which those motors were used in a lot of pump
18 applications. From the educational
19 standpoint, I have a bachelor's, a master's
20 and a Ph.D. in mechanical engineering.

21 Q. Thank you. We heard a lot of testimony this
22 morning about the due diligence request and
23 information that North Hampton asked Aquarion
24 to provide: Leak detection, construction

1 plans. Why was that information important to
2 North Hampton?

3 A. (Harned) That was a concern to North Hampton
4 from the standpoint that we recognized how
5 many customers were being added. And it was
6 not a huge percentage compared to the number
7 of customers that were already in town. But
8 if you refer to the RSA that this connection
9 is being done under, one of the things it
10 does is it protects the existing ratepayers
11 when a connection is made. It basically says
12 costs should not be borne by existing
13 ratepayers.

14 So we were really interested in
15 understanding and knowing what the condition
16 of the system was and what Aquarion was
17 acquiring and whether we expected it to be
18 something that could last a number of years,
19 or were there potential problems that with
20 different use and different feeds might be
21 causing problems within a year or two that
22 would have to be addressed. So we were
23 trying to get a handle on that to find out
24 what the risk factor was for the existing

1 ratepayers.

2 Q. And was Aquarion able to provide you with
3 information that addressed those concerns?

4 A. (Harned) Basically not.

5 Q. So we've heard a lot about how this is new
6 plastic pipe. You know, some of it's
7 1.5 inches, some of it's 3, some of it's 4.
8 Why is that a concern?

9 A. (Harned) I guess the concerns that we have
10 about that is just when you get into those
11 smaller-diameter pipes, like, you know, an
12 inch, 2-inch, just the smaller diameters, the
13 structural integrity and the requirements of
14 those materials, how those pipes are buried,
15 how they've been -- because there's a proper
16 process that you've got to go through in
17 digging trenches and setting the pipes in
18 them and making sure they're not going to
19 settle over time, which does take quite a few
20 years to happen. Just the structural
21 integrity of plastic pipes that are in that
22 smaller diameter.

23 Q. What would happen, you know, based on your
24 experience on the planning board, if a system

1 like this were to be proposed with that type
2 of pipe? Would that be allowed?

3 A. (Harned) Okay. So I can't speak for the
4 planning board. I can just give you a gut
5 feeling as to what the response would be,
6 after having been involved for a number of
7 years.

8 The two subdivisions that I recall that
9 have been done over the time that I've been
10 involved with the board, to the best of my
11 knowledge, they were both done with iron
12 pipe. Now, every case is different. And if
13 somebody were coming in with a smaller
14 subdivision and were proposing plastic or
15 PVC, we don't have ordinances or we don't
16 have site plan regulations in the Town of
17 North Hampton that specifically specifies
18 exactly what materials have to be used for
19 the water distribution system.

20 So given that each case can be different
21 and has to be evaluated, we would rely fairly
22 strongly on Aquarion to make sure something
23 was being done that was acceptable to their
24 standards and the requirements that they have

1 and what they would work to, what they would
2 be willing to accept long term.

3 Now, if they came in with the iron pipe
4 that we've typically seen in the past, I
5 think our comfort level would be up. If they
6 came in with and said the builder wants to
7 put in PVC and we're okay with that, I think
8 that would get a closer look from due
9 diligence in the Town. And I just have -- I
10 can't tell you this would happen. But I just
11 have very strong feeling that planning boards
12 have the option of hiring their own experts
13 at the applicant's cost to review plans and
14 what's going on.

15 So I strongly feel that if somebody came
16 in with something like that, it would be the
17 planning board's decision to go out and hire
18 an outside consultant to review all the
19 plans, what was being done, to come up with
20 their opinion, strictly responsible to the
21 Town of North Hampton and the planning board,
22 as to whether or not it was an acceptable
23 solution or not.

24 Q. So we heard public comment this morning

1 suggesting that North Hampton's motivations
2 in this case were political or partisan. Is
3 it -- I assume from your answer that -- can
4 you explain your reaction to that, based on
5 what you've just told us?

6 A. (Harned) Yeah, that was not what the reaction
7 was. When this issue first came up, there
8 was some discussion within the Town of North
9 Hampton. North Hampton was agreeable to the
10 temporary connection and did not object to
11 that at all, as far as I'm aware of. There
12 were conversations held with different people
13 and different boards at different times, but
14 I never knew the Town to object to the
15 temporary connection.

16 Because of the potential for the system,
17 its quality and what we might be taking on,
18 there was concern about the long-term
19 impacts of the -- or relatively short-term
20 impacts of the permanent hookup. When we
21 were before the Water Council appealing the
22 decision, we made the offer that if Wiggin
23 Way was willing to continue to take the
24 responsibility for maintaining the system, we

1 could reach an agreement that Aquarion could
2 continue to supply water to them. And it
3 would be metered at that one -- they would
4 treat Wiggin Way as one customer, and it
5 would be metered at that connection. Now, in
6 terms of being fair to each house, you know,
7 then Wiggin Way could go and install a meter
8 at each one of the houses that could record
9 that information and found out what each
10 house's appropriate portion of what the total
11 meter total was. We were willing to go ahead
12 and do that. And we were agreeable to that.

13 So it was not a political issue. It's a
14 concern. Primarily it was a concern about
15 the condition, what we were getting and that
16 kind of thing.

17 I will be honest. The other concern is
18 that, in terms of dealing with rates and rate
19 increases and other things that go on, and
20 new wells being put in and the impact new
21 wells can have on abutting property owners
22 and their private wells and things like that,
23 Hampton, North Hampton and Rye have a
24 long-term relationship. And we've always

1 worked well together and tend to see things
2 the same way. We have a history in the --
3 given the PUC rate cases, we have a history
4 of sharing costs and things like that. We
5 just have a good working relationship.

6 There was some concern voiced by some
7 people that if there was -- if the franchise
8 was expanded into a new town, was that new
9 town going -- was their outlook and their
10 interests and their motivation, was it going
11 to be consistent with what this long-term --
12 what the other towns were and what our
13 long-term working relationship was. So there
14 were some people that had that concern also.

15 Q. It would be fair to say that your goal, or
16 the Town's goal was to make sure that the
17 same standards that would apply to
18 construction in North Hampton were followed
19 or addressed or considered on this project.

20 A. (Harned) Yes.

21 Q. And you mentioned looking to Aquarion -- and
22 I'm looking at Paragraph 40(c) of their
23 tariff. Do you know what Aquarion's tariff
24 requires for the size of mains?

1 A. (Harned) I will not say that I specifically,
2 absolutely know what it requires, but I am
3 under the impression it requires iron pipe.

4 Q. Well, and I'm -- I'll represent to you that
5 the tariff in Paragraph 40(c) says that main
6 pipe extensions are to be at least 8 inches
7 inside diameter.

8 Is that consistent with what you've seen
9 for systems in North Hampton served by
10 Aquarion?

11 A. (Harned) The one -- yes. The ones that have
12 been put in the last 20 years or so.

13 Q. Okay.

14 A. (Harned) I'm not saying I know all the
15 details on every one of them, but that is
16 consistent with the ones I'm aware of.

17 Q. What's your reaction to the comments we heard
18 today, that Wiggin Way customers don't feel
19 they'll need or benefit from fire protection
20 in the system because they have their
21 cistern?

22 A. (Harned) Even without hearing the chief's
23 testimony or, you know, talking about this in
24 the past, I mean, you go down, there's

1 several hydrants. On the North Hampton side
2 of the line is the Winterberry subdivision.
3 On the Stratham side of the line is the
4 Wiggin Way subdivision. And the road that
5 enters Wiggin -- the road that enters
6 Winterberry in North Hampton parallels the
7 town line between the two towns for a fair
8 distance down, and there are a number of
9 hydrants down the road. If you go to the
10 last one, it's basically sitting there very,
11 very close to the border between the two
12 towns.

13 So I think any level of common sense --
14 we talked about 1,000 feet. We've talked
15 about connecting multiple pumper trucks
16 together to have a range of greater than
17 1,000 feet. But even if you ignore that for
18 a minute and know where the cistern is and
19 know where this hydrant is and know where the
20 town line is, it's just common sense tells
21 you that there's quite a few houses, that the
22 first fire truck that arrives on the scene is
23 going to make a beeline for that hydrant.
24 It's significantly closer to a number of the

1 Stratham homes than the cistern is, and then
2 the pond is even further away towards the
3 other end.

4 Q. Let me ask where I was going with this in a
5 different way.

6 Do you have water service at your home?

7 A. (Harned) At my home on Lovering Road?

8 Q. Yes.

9 A. (Harned) Yes, the well in my yard.

10 Q. Oh, okay. But you don't have --

11 A. (Harned) No, I don't. Sorry.

12 Q. You don't have utility water service; right?

13 A. (Harned) No, I do not. We do not.

14 Q. Okay. But you -- does that mean you don't
15 pay fire protection charges?

16 A. (Harned) So the hydrant cost, the way it was
17 set up way back when, regardless of whether
18 it would be done the same way today if it
19 were being done today, the way it was done
20 way back when is the hydrants in town, the
21 bill for the hydrant protection service in
22 town is submitted to the Town of North
23 Hampton. And it is basically distributed.
24 It becomes part of the budget. And it just

1 is distributed to all property owners in
2 town, regardless of whether you have water
3 hydrant service or not.

4 So I guess the answer to your question
5 is yes, there's a portion of our tax bill
6 that goes to paying that hydrant charge.

7 Q. And we heard that in -- it was suggested it
8 was unfair for Wiggin Way to pay for hydrant
9 charges, even if they were getting a benefit,
10 because they're paying for the volunteer fire
11 department in their town through their tax
12 bills. I assume it's the same issue in North
13 Hampton? This was the comment about them
14 being double-charged.

15 A. (Harned) Yeah. So there was a discussion
16 there that they're being double-charged. In
17 a sense, there are people in North Hampton
18 that have the hydrants on their street that
19 are getting the single charge. But there's
20 also -- it's not a majority of the Town of
21 North Hampton, but there's a significant
22 percentage in North Hampton where people
23 don't have hydrants on their streets and not
24 within 1,000 feet of the hydrants, and all of

1 those people are basically paying for the
2 hydrants. So they're not getting
3 double-billed, but they're paying for
4 something they're not really receiving
5 service for.

6 Q. There's another benefit, though, that North
7 Hampton gets with hydrants through insurance
8 rates. Do you know what that is?

9 A. (Harned) I'm not an insurance expert, but
10 just out of curiosity I did call our
11 homeowners insurance agent last week, just in
12 thinking about this, because honestly, my
13 wife had mentioned the issue to me. I said
14 hmm.

15 So I called the insurance agent, and
16 what they explained to me, for most of the
17 insurance companies in North Hampton, they
18 look at the distance your home is from a fire
19 department, which is five miles, and they
20 look at the distance you are from the closest
21 hydrant, and they put a thousand-foot radius
22 around that. So if you have -- in terms of
23 when they begin to price out your homeowners
24 insurance and your fire insurance, if you

1 have those, you basically get a discount on
2 your rate. Now, I wasn't worried. I didn't
3 query about the distance from the fire
4 department. But I did query about the
5 distance from the hydrant. And the woman I
6 was speaking to said, well, obviously there's
7 not one number. It depends upon the value of
8 the home, when it was built, the cost to
9 replace it, some of the materials, all of
10 those kind of things. But she said if I were
11 to give you kind of an average number of what
12 we see for the Town of North Hampton, if you
13 were within 1,000 feet of hydrant, it's worth
14 \$200 on average. I suspect more expensive
15 homes, it would be worth more than that, and
16 less expensive homes, it would be worth less.
17 But she said \$200 was basically the average.

18 Q. One last question for you. We have heard a
19 lot, and it's been suggested, I think based
20 on the PUC's annual report form showing about
21 18 to 19 percent of revenues for Aquarion's
22 water service come from fire protection
23 rates. I mean, is there a specific number
24 that the Town is looking for, or is it more

1 that it needs to be looked at and the correct
2 decision made?

3 A. (Harned) I'm not sure I understand exactly
4 what you're looking for in the question.

5 Q. Let me rephrase it then.

6 Is the Town fixed on a number or more
7 wants to see that this issue gets considered
8 by the Commission and the appropriate outcome
9 reached, whether it's 18 percent, 14 percent
10 or 25?

11 A. (Harned) Yeah, the Town does not have a
12 specific number. The first number that you
13 could throw a dart at is basically what does
14 it -- you know, in terms of a percentage,
15 what does it break down to, you know, in
16 terms of what other people are paying. But I
17 think the Town is just looking at it for a
18 fair and reasonable, you know, dealing with
19 the issue. Because we do look at it. There
20 are several hydrants very close to the town
21 line. There's one in particular right there
22 at the end. And we believe that Wiggin Way
23 is receiving the benefit of those hydrants.
24 When they weren't an Aquarion customer and

1 they were on the other side of the town,
2 well, that was kind of a moot point at that
3 time. That was like a sleeping dog that's
4 not worth kicking. But, you know, at this
5 stage of the game, where they're going to
6 become Aquarion customers, we just feel that
7 they should be treated in a similar manner to
8 all other Aquarion customers.

9 Q. And I'll ask one more question, because you
10 essentially expressed the same view that Mr.
11 Roy expressed. You're just making sure that
12 both -- that everyone is treated fairly; is
13 that fair to say?

14 A. (Harned) Yes.

15 Q. Thank you.

16 MR. RICHARDSON: No further
17 questions.

18 CHAIRMAN GOLDNER: Thank you, Mr.
19 Richardson.

20 Ms. Lowry, do you have any
21 questions?

22 MS. LOWRY: I do. Thank you. Pull
23 that microphone a little bit closer to me
24 here.

1 DIRECT EXAMINATION

2 BY MS. LOWRY:

3 Q. I just have few follow-up questions for you
4 gentlemen. I want to make sure that this is
5 clear.

6 Captain Lajoie, I'll direct some of
7 these first questions to you, although, Mr.
8 Harned, if you have some information, please
9 don't hesitate.

10 I want to make sure that this is clear.
11 When the first responding department arrives
12 to a fire, if that fire were to be in Wiggin
13 Way, regardless of the town the department
14 originated from, they would be able to tap
15 into that hydrant there on Winterberry Lane
16 in North Hampton without North Hampton's
17 permission; is that correct?

18 A. (Lajoie) That's incorrect. They could use
19 that if need be.

20 Q. Oh, I'm sorry. I thought that's what I was
21 saying. So they would be able to use that --

22 A. (Lajoie) They would --

23 Q. -- without getting permission; right?

24 A. (Lajoie) That's correct.

1 Q. So that would be available there for Wiggin
2 Way's benefit, that hydrant.

3 A. (Lajoie) Yes.

4 Q. And I wanted to clarify as well, North
5 Hampton hears every Stratham call for fire
6 protection services; is that correct?

7 A. (Lajoie) Do we hear it?

8 Q. Do you get the calls?

9 A. (Lajoie) Yes.

10 Q. Not the telephone calls but the calls --

11 A. (Lajoie) That's correct. We do hear the
12 calls go out.

13 Q. As the fire chief, is it fair for me to
14 assume that you are involved in budget
15 preparations for the Town of North Hampton?

16 A. (Lajoie) Yes.

17 Q. And that would be primarily for the fire
18 department; correct?

19 A. (Lajoie) That's correct.

20 Q. Okay. Are the fire protection charges for
21 fire hydrants inside of the fire department's
22 budget?

23 A. (Lajoie) No.

24 Q. Those are outside?

1 A. (Lajoie) Correct.

2 Q. All right. Mr. Harned, I have a few
3 follow-up questions for you, just to make
4 sure these points have been made.

5 We talked about two -- we talked about a
6 few, but I want to draw your attention to two
7 document pages inside of Exhibit 1. Do you
8 have Exhibit 1 up there with you?

9 A. (Harned) I believe I do, but I do not have
10 them labeled as exhibits.

11 MS. LOWRY: If I may?

12 CHAIRMAN GOLDNER: Sure. Of
13 course.

14 (Document handed to witness by Ms. Lowry.)

15 BY MS. LOWRY:

16 Q. I want to draw your attention to just two
17 pages, and then I'm going to ask the
18 questions.

19 The two pages are Page 31 and Page 75.
20 And if I'm not mistaken, Page 31 is not
21 labeled. I'm sorry. So if you could just
22 look at Page 30 and 32, it's the page in
23 between there.

24 A. (Harned) Yeah, 31 and which page?

1 Q. Seventy-five.

2 A. (Harned) Yes.

3 Q. Okay. So on Page 75 we have the schedule of
4 assets that describes all the pipes in Wiggin
5 Way, the PVC material, the diameters of those
6 pipes; is that correct?

7 A. (Harned) That's correct.

8 Q. And on Page 31 we have a drawing, I'll call
9 it, of the pipes within that Wiggin Way.
10 This is not a plan. It's not construction
11 plans, as-built plans. But it's a drawing of
12 where we think they might be; right?

13 A. (Harned) That's correct.

14 Q. Based on all of the other information that
15 was requested from the Towns to Aquarion, do
16 we have any other information about this
17 system: The trustworthiness of this system,
18 the failure rates, the water loss of the
19 system? Do we have any other information
20 about what's there?

21 A. (Harned) Not that I'm aware of. I don't
22 believe I've seen any other information.

23 Q. Someone testified in their direct testimony
24 for Aquarion -- and I apologize, I don't

1 recall who it was -- but they said that they
2 expect the pipes in Wiggin Way to, quote,
3 last for decades.

4 In your experience and opinion, is there
5 any foundation to give weight to that claim?

6 A. (Harned) In my experience, I can't say that
7 they're wrong. But I can't say that they're
8 correct either.

9 Q. Because we don't know.

10 A. (Harned) We just don't know.

11 Q. How would you compare Aquarion's due
12 diligence in learning about the Wiggin Way
13 system to, say, the North Hampton Planning
14 Board's due diligence when it considers a
15 water system?

16 A. (Harned) I would like to think that the
17 planning board would exhibit a little more
18 due diligence in verifying that things --
19 what things are, how it's being done, and
20 whether it meets the standards.

21 Q. Thank you.

22 MS. LOWRY: I have nothing further.

23 CHAIRMAN GOLDNER: Okay. Thank
24 you.

1 So we'll move to cross-examination
2 to Aquarion. Ms. Chiavara.

3 MS. CHIAVARA: Yes. Thank you.
4 Give me just a moment here.

5 CROSS-EXAMINATION

6 BY MS. CHIAVARA:

7 Q. My first questions are going to be for Mr.
8 Harned.

9 Mr. Harned, if you could please refer to
10 Exhibit 8. Sorry. I think you mentioned you
11 don't have them labeled as exhibits. But --

12 A. (Harned) Yeah, I do not.

13 Q. -- it's your initial testimony that was filed
14 on January 31st --

15 A. (Harned) Yes, I have that.

16 Q. -- 2022.

17 A. (Harned) Yeah.

18 Q. Okay. Could you turn to Bates Page 2 and let
19 me know when you're there.

20 A. (Harned) Okay. Is that effectively the first
21 page which starts with "Background"?

22 Q. Should be, yes. Now I'm working with pulling
23 up multiple documents, so let me make sure.

24 (Document handed to witness by Attorney

1 Richardson.)

2 A. (Harned) Yes, my Page 2 does not have a
3 number on it, but the one that Attorney
4 Richardson just handed me had a 2 on it.

5 Q. Okay. Great. Thank you.

6 Okay. On Line 5 you indicate that
7 you're an elected member of the North Hampton
8 Water Commission. How long have you served
9 on the Commission?

10 A. (Harned) I don't know the exact number. I
11 got involved when Well 17, 18 and 19 were put
12 in that are now located behind Winterberry.
13 I'd say it was in the ballpark of 25 years
14 ago.

15 Q. Okay. Thank you. And did you prepare this
16 testimony entirely by yourself, or did anyone
17 else contribute to this other than your
18 counsel?

19 A. (Harned) No, just Attorney Richardson and
20 myself. No one else did.

21 Q. Okay. Still looking at Bates Page 2,
22 Lines 13 through 15. It seems that the gist
23 of your testimony is that having Aquarion
24 provide permanent water service to Wiggin Way

1 will be, quote, unfair to residents in North
2 Hampton, many of whom pay for the cost of
3 fire protection in the tax bills but have no
4 water service and do not benefit from
5 Aquarion's fire protection service, end
6 quote. Is that right?

7 A. (Harned) That's part of what our concern is,
8 yes.

9 Q. And that is what's in the testimony?

10 A. (Harned) Yes.

11 Q. Okay. So am I correct in saying that
12 Aquarion singly charges the Town itself
13 directly under its tariff for public fire
14 protection service?

15 A. (Harned) You're using a couple legal terms
16 that I'm not familiar -- not sure I'm
17 completely familiar with. But four of the
18 hydrants --

19 Q. I can rephrase --

20 A. (Harned) Go ahead.

21 Q. -- the question. I'm just asking does
22 Aquarion bill the Town specifically, the Town
23 itself, pursuant to its tariff --

24 A. (Harned) Yes.

1 Q. -- for public fire protection?

2 A. (Harned) Yes. Yes, my understanding is it's
3 based on a certain per-hydrant charge. So
4 whatever the hydrant charge is times the
5 number of hydrants is what North Hampton gets
6 billed.

7 Q. Yes. And then that bill goes to the Town?

8 A. (Harned) Yes.

9 Q. Okay. So Aquarion does not charge North
10 Hampton residents directly for these costs;
11 is that right?

12 A. (Harned) It does not.

13 Q. Okay. So really, it's the Town of North
14 Hampton that is Aquarion's public fire
15 protection service customer and not the
16 residents of North Hampton; is that correct?

17 A. (Harned) I'm not sure how we're parsing words
18 here because, yes, one bill is sent out to
19 the Town of North Hampton, and then the Town
20 of North Hampton basically distributes that
21 total bill to all the property owners in the
22 town of North Hampton. So it is all the
23 property owners in the town of North Hampton
24 that end up paying that bill that the Town of

1 North Hampton gets.

2 Q. Right. Yes. And according to your
3 testimony, it's the Town that allocates these
4 costs to the town property owners through
5 local property taxes; correct? That's on
6 Bates Page 4, Lines 7 through 9.

7 A. (Harned) That's correct.

8 Q. Okay. So it's the Town's decision how to
9 allocate those costs to North Hampton
10 residents?

11 A. (Harned) Yes.

12 Q. Does anyone outside of North Hampton have a
13 role in deciding how the Town assesses these
14 costs to residents?

15 A. (Harned) Not that I'm aware of.

16 Q. Okay. And North Hampton has elected to
17 include in its cost for fire protection
18 service as a general expense in local taxes
19 assessed to North Hampton property owners; is
20 that correct?

21 A. (Harned) That's correct, to the best of my
22 understanding.

23 Q. Okay. To your knowledge, does Aquarion have
24 any say in how the Town assesses its fire

1 protection costs to local residents? And to
2 put it another way, can Aquarion tell the
3 Town if or how to pass these costs on to
4 residents?

5 A. (Harned) Not that I'm aware of.

6 Q. And does the Public Utilities Commission tell
7 the Town of North Hampton how to assess its
8 fire protection costs to the North Hampton
9 residents?

10 A. (Harned) Not that I'm aware of.

11 Q. Okay. Thank you very much.

12 We're now turning to still Bates Page 4,
13 but Lines 21 and 22. You state that North
14 Hampton property owners, quote, are forced to
15 subsidize the cost of Aquarion's fire
16 protection service even though they receive
17 little or no benefit.

18 As we just discussed, though, in the
19 last few questions, it is the Town and not
20 Aquarion that decides how fire protection
21 charges are assessed to the town residents.
22 So Aquarion isn't forcing property owners to
23 subsidize anything; correct?

24 A. (Harned) Correct.

1 Q. Thank you.

2 Now, Bates Pages 6 and 7, your testimony
3 concludes with two recommendations for the
4 Commission to consider; is that right?

5 A. (Harned) Please give me a moment.

6 Q. Sure.

7 (Witness reviews document.)

8 A. (Harned) Yes.

9 Q. So your first recommendation is stated on
10 Bates Page 6, Lines 21 through 25, where you
11 state, quote, It would seem reasonable to
12 condition approval of the franchise expansion
13 based on a condition or surcharge that Wiggin
14 Way customers pay a surcharge which reflects
15 the cost of the fire protection benefits they
16 received and/or the costs being paid by North
17 Hampton, Hampton and other fire protection
18 customers to maintain fire protection in the
19 system.

20 I realize you just testified a bit to
21 what this percentage is. Do you maintain
22 that it's the 18.7 percent that should be the
23 surcharge, or do you have a different
24 calculated amount?

1 A. (Harned) I think if I were asked what was my
2 initial reaction and what seems to be the
3 most logical, the 18.7 would be the number.
4 But if some other number can be arrived at
5 that takes into consideration something I
6 haven't thought of or another way of looking
7 at it, I would certainly be open to
8 discussing that other number. I'm not hard
9 over on 18.7 or that's the only possible
10 answer.

11 Q. And in your proposal, the surcharge would
12 apply to all Aquarion water service customers
13 or just the customers of Wiggin Way?

14 A. (Harned) Just the customers in Wiggin Way, if
15 I understand your question correctly.

16 Q. Yup.

17 A. (Harned) The residents of North Hampton are
18 already paying that. So we're talking about
19 looking to have the Wiggin Way customers be
20 treated the same way the North Hampton ones
21 are, and they would also pay that same
22 amount.

23 Q. Well, they'd be the only one paying the
24 surcharge, though. North Hampton and Hampton

1 residents don't pay a surcharge. This
2 surcharge would only be applied to Wiggin
3 Way; is that correct?

4 A. (Harned) They wouldn't be paying a surcharge
5 to Aquarion. But the residents of North
6 Hampton are paying that charge to the Town,
7 and the Town pays it to Aquarion.

8 Q. Okay. I'm going to move on.

9 Do you agree that the Commission
10 determined in Aquarion's last rate case that
11 Aquarion's current rates are just and
12 reasonable?

13 A. (Harned) I don't have -- I have not reviewed
14 that, and I don't have enough information to
15 answer that question.

16 Q. Okay. Would you agree that the rates that
17 are currently in the Aquarion tariff, the
18 rates they currently charge, have been
19 determined to be just and reasonable?

20 A. (Harned) Yes.

21 Q. Thank you. And this includes -- does this
22 include the current rates Hampton and North
23 Hampton currently pay for both water service
24 and fire protection service, that the

1 Commission found these to be just and
2 reasonable as well?

3 A. (Harned) That's my understanding, that they
4 did.

5 Q. Okay. Do you know if the Commission has ever
6 calculated a surcharge to water customers for
7 services that they do not receive?

8 A. (Harned) I do not know that answer to that.
9 I don't know that they have.

10 Q. Okay.

11 A. (Harned) But I don't know that they haven't
12 either.

13 Q. Okay. I heard you list your background and
14 qualifications. Have you -- do you have any
15 background in utility ratemaking?

16 A. (Harned) Absolutely none.

17 Q. Have you ever worked for a utility or a
18 utility commission in ratemaking or any other
19 capacity?

20 A. (Harned) I have not.

21 Q. So you've never done a utility cost of
22 service study either?

23 A. (Harned) I have not.

24 Q. So without the Wiggin Way customers, North

1 Hampton and Hampton's rates are just and
2 reasonable. But if the Wiggin Way customers
3 are added to the franchise without a
4 surcharge, Hampton and North Hampton's rates
5 will become unjust and unreasonable? Is that
6 consistent with your testimony?

7 MR. RICHARDSON: I'm going to
8 object just because I think he's testified
9 that he doesn't -- you know, he doesn't have
10 any experience in rate design, and that's
11 really where this question is going. I think
12 he's answered it.

13 MS. CHIAVARA: Well, what he's said
14 in testimony is that the rates -- if Wiggin
15 Way does not pay a surcharge, that rates
16 would be unjust and unreasonable. But in
17 previous questions, we just determined that
18 the current rates that North Hampton and
19 Hampton are paying are just and reasonable.
20 So I'm asking if it's the addition of Wiggin
21 Way customers that would make these rates
22 unjust and unreasonable.

23 CHAIRMAN GOLDNER: I'll allow it
24 just so he can respond to his testimony,

1 yeah.

2 A. (Harned) I think I'd answer that in terms of

3 a fair and level playing field. The

4 residents of North Hampton, while -- and I'm

5 not saying everyone. You asked me if the PUC

6 had found a reasonable and justified rate.

7 To my knowledge, the PUC has done that. If I

8 told you that every single person in North

9 Hampton was happy with the answer that the

10 PUC came up with, I would be misleading you.

11 But to segue off of that, I think what

12 I'm saying is that the rate that has been

13 established includes a cost for the hydrants

14 used for fire protection in North Hampton.

15 Aquarion bills the Town of North Hampton for

16 that cost. North Hampton distributes that

17 cost to the property owners in town. They

18 pay it to the Town of North Hampton, and the

19 North Hampton pays the bill to Aquarion. So

20 that's part of what I consider a fair and

21 reasonable rate. When Wiggin Way comes

22 onboard, that part of the process will still

23 stay basically in place the way it is. All

24 we're looking for is for the residents of

1 Wiggin Way to pay the same costs on the same
2 level playing field, and that's to include
3 what the cost of the hydrants and the fire
4 protection is worth to the residents of
5 Wiggin Way.

6 Q. The hydrants and the fire protection that
7 don't exist in Wiggin Way or --

8 A. (Harned) I'm sorry, not the fire protection,
9 because I guess that's the fire hydrant, but
10 the fire department. Not the hydrants. I'm
11 sorry.

12 Q. Right. So you're asking them to -- you're
13 asking Wiggin Way to pay an equal charge, a
14 charge equal to the Town of Hampton and North
15 Hampton, despite the fact that there are no
16 hydrants within Wiggin Way and so no way for
17 them to receive fire protection service.

18 A. (Harned) But I think that there's --

19 Q. That's just a "Yes" or "No" question. There
20 are no hydrants in Wiggin Way, but you want
21 them to pay --

22 MR. RICHARDSON: Mr. Chair --

23 Q. -- effectively the same charge.

24 MR. RICHARDSON: -- I think it's

1 fair if they ask the question to allow the
2 witness to answer.

3 CHAIRMAN GOLDNER: So I'll allow
4 the question to proceed. Mr. Harned.

5 A. (Harned) Thank you. So, yes, there are no
6 hydrants in Wiggin Way. But Wiggin Way, as
7 the chief has testified, will have the use of
8 hydrants that are right on the town line and
9 therefore achieve the benefit of those
10 hydrants. And I would further say there are
11 properties in Wiggin Way that are closer to
12 the hydrants than some of the properties that
13 are in Winterberry, that the hydrants were
14 installed for.

15 Q. Okay. Leaving aside your surcharge proposal
16 for a moment, do you have any reason to
17 disagree that eliminating arsenic from the
18 water supply and ensuring sufficient water
19 supply creates a public benefit or a public
20 good?

21 A. (Harned) Yes, it certainly does. I mean, the
22 DES has put standards in place for what the
23 arsenic limit can be. They've lowered it
24 over the course of time. There are a number

1 of community water systems in the state of
2 New Hampshire that have dealt with it in a
3 variety of different mechanisms. And this
4 was the mechanism that Wiggin Way chose to
5 try to solve the problem on their end. And
6 as I said earlier, we were agreeable to the
7 temporary connection, and we also made the
8 offer that the permanent connection could be
9 done at the town line and water supply to
10 Wiggin Way. It's just they would be left --
11 they would be responsible for managing the
12 infrastructure in Wiggin Way that we did not
13 have good insight into and a good
14 understanding of what its condition was. But
15 we were willing. We made the offer that they
16 could have the water.

17 Q. Yes. So you are saying that a public good
18 exists regardless of a surcharge. There is a
19 public good that is served here by removing
20 arsenic from the water and ensuring adequate
21 water supply.

22 A. (Harned) Absolutely.

23 Q. I only have a couple more questions. I'm
24 referring to Exhibit 9. That's your rebuttal

1 testimony that was filed on February 14th, if
2 you've got that handy.

3 A. (Harned) Yes, I do.

4 Q. Okay. In your rebuttal you claim that
5 Aquarion has overestimated its revenues and
6 underestimated expenses for the Wiggin Way
7 system; correct?

8 A. (Harned) Yes.

9 Q. And --

10 A. (Harned) But is this not also the part of my
11 testimony -- well, specifically, what lines
12 are you referring to? Because we received
13 some new information this morning that was
14 basically new information to us. So I'm not
15 sure it's entirely consistent with everything
16 that's here.

17 Q. Yes. Ms. Szabo did add additional detail to
18 some of the utility accounting that was done.
19 So that's fine. We can leave that and move
20 on.

21 Moving to the Wiggin Way system, did you
22 conduct any analysis to determine whether the
23 PVC pipe in Wiggin Way is of a greater or a
24 lesser standard of material than any other

1 parts of the Wiggin Way system?

2 A. (Harned) Can you give me an example as to
3 what you mean by --

4 Q. Sorry. I mean of the Aquarion system. I
5 meant the Aquarion system. I misspoke.
6 Sorry.

7 A. (Harned) Sorry. No problem. That clarifies
8 it.

9 No, I did not because there was just a
10 lack of information about the current -- the
11 materials that -- the exact materials that
12 went in, the construction techniques, how
13 they were properly buried and embedded. All
14 of that information was just missing. So
15 there really wasn't anything to work with to
16 get a good analysis.

17 Q. And do you have any information that
18 contradicts Mr. McMorran's testimony that
19 there are older portions of the Aquarion
20 system than the Wiggin Way PVC system which
21 was constructed in the early 2000s?

22 A. (Harned) Are there parts of the Aquarion
23 system that are older than Wiggin Way?

24 Q. Yes. Or do you have --

1 A. (Harned) Yes, there were.

2 Q. -- information that contra -- okay. All
3 right.

4 A. (Harned) No, I would agree there are portions
5 of the existing Aquarion system that are
6 older than the Wiggin Way system.

7 [Court Reporter interrupts.]

8 Q. That is all I have for you, Mr. Harned.
9 Thank you very much.

10 The next few questions I have are for
11 Fire Chief Lajoie. Chief Lajoie, thank you
12 very much for being here. I have a few
13 questions. Shouldn't take too long.

14 First, regarding the testimony that you
15 just provided on the stand, did you testify
16 that your fire department is equipped to
17 reach further than 1,000 feet from a hydrant
18 to reach the location of a fire in Wiggin
19 Way?

20 A. (Lajoie) Yes, we could be, in conjunction
21 with other fire apparatus at the scene.

22 Q. Okay. Would that same reach of over a
23 thousand feet apply to homes in North Hampton
24 that are greater than 1,000 feet from a fire

1 hydrant?

2 A. (Lajoie) Yes.

3 Q. Thank you. Turning to your statement or your
4 testimony marked as Exhibit 10. At Bates
5 Pages 31, 32, you cite the Seacoast Chief
6 Fire Officers Mutual Aid District Agreement;
7 is that right?

8 A. (Lajoie) Yes.

9 Q. And North Hampton, Hampton and Stratham are
10 parties to that agreement; correct?

11 A. (Lajoie) That's correct.

12 Q. Is Rye also a party to that agreement?

13 A. (Lajoie) Yes.

14 Q. Okay. It's my understanding that assistance
15 by the town parties to this agreement is
16 voluntary on the part of the responding town.
17 Is that correct?

18 A. (Lajoie) Correct.

19 Q. Okay. So if North Hampton makes a request
20 for assistance from Stratham, is Stratham
21 required to provide assistance, or is it the
22 town's choice? And would -- I'll do a
23 two-part question here. And would the
24 opposite also be true, that if Stratham is

1 requesting assistance from North Hampton, is
2 it North Hampton's choice whether to provide
3 assistance?

4 A. (Lajoie) Yes, we both are in that agreement
5 with the knowledge that when one town asks
6 for assistance, we will respond.

7 Q. Great. Thank you. Would the responding town
8 bill North Hampton for its costs, or does the
9 agreement provide that in the spirit of
10 mutual assistance, every town bears its own
11 cost and there is no reimbursement?

12 A. (Lajoie) That is true, there is no cost
13 incurred.

14 Q. Thank you.

15 Regarding your testimony again on the
16 stand just a little bit ago about the volume
17 of water needed or sought by firefighters
18 when seeking hydrants to fight a fire, are
19 you aware that the Aquarion tariff only
20 charges for water capacity with its fire
21 protection charges and does not impose
22 volumetric charges?

23 A. (Lajoie) I was not aware of that.

24 Q. Okay. Lastly, this is -- I'm wrapping up

1 here. You provided an attachment to your
2 statement that is a map of the public fire
3 hydrants in North Hampton. Is that correct?
4 It's Bates Page 33.

5 A. (Lajoie) Yes.

6 Q. Do you agree this map generally depicts North
7 Hampton, which is bordered on the south by
8 Hampton, to the west by Stratham, to the
9 north by Rye and Greenland, which borders
10 North Hampton's northwest boundary?

11 A. (Lajoie) Yes.

12 Q. Great. Do you agree that the map shows a
13 number of fire hydrants in close proximity to
14 the borders between the towns, several towns?

15 A. (Lajoie) Yes.

16 Q. With respect to the proximity, these are
17 similar to the single hydrant on Winterberry
18 Lane, H644, in proximity to Stratham;
19 correct?

20 A. Yes.

21 Q. And do any of the towns, to your knowledge,
22 pay a surcharge for fire protection service
23 because of the hydrants located near but not
24 within their borders?

1 A. (Lajoie) No.

2 Q. Thank you. And to your knowledge, has the
3 one hydrant in North Hampton near Wiggin Way
4 on Winterberry Lane been used at any time
5 since 2017 to provide emergency services to
6 Stratham?

7 A. (Lajoie) To my knowledge, no.

8 Q. Would you happen to know if it's been used
9 anytime in, say, the last ten years?

10 A. (Lajoie) I would say, to the best of my
11 recollection, in the last ten years it was
12 not used for any fire incident in Stratham.

13 Q. Okay. Has it ever been used for a fire
14 incident in Stratham, to your knowledge?

15 A. (Lajoie) To my knowledge, no.

16 Q. Okay.

17 MS. CHIAVARA: That's all the
18 questions I have. I have nothing further.
19 Thank you.

20 CHAIRMAN GOLDNER: Thank you.
21 We'll move to Mr. Reimers.

22 MR. REIMERS: Thank you, Mr. Chair.

23 CROSS-EXAMINATION

24 BY MR. REIMERS:

1 Q. I have questions for Mr. Harned.

2 Mr. Harned have you read Aquarion's
3 reply testimony?

4 A. (Harned) Yes, I did.

5 Q. And did you read --

6 MR. REIMERS: I'm sorry, Mr. Chair,
7 I don't have the Bates number.

8 BY MR. HARNED:

9 Q. But on Page 10 of the reply testimony, did
10 you read the part on Lines 18 to 19 where it
11 says, "Although the Towns' positions have
12 changed over time...?"

13 A. (Harned) North Hampton -- let me catch up.
14 Pages 9 and 10.

15 Q. I'm sorry. Yes. I'm referring to Exhibit 5,
16 Page 10 of the testimony, Line 18.

17 (Document handed to witness by Attorney
18 Richardson.)

19 A. (Harned) Okay. So Page 9, Line 18.

20 Q. Page 10. I'm sorry. Page 10, Line 18.

21 A. (Harned) "Has the interconnection caused any
22 negative impacts to the Aquarion Water
23 Company New Hampshire system or customers?"

24 Q. No, I believe I'm looking at Exhibit 5, which

1 is the rebuttal testimony of John Walsh,
2 Debra Szabo and Carl McMorran. And I'm
3 looking at Page 10 of the testimony.

4 A. (Harned) Yes.

5 Q. Page numbers are in the upper right. And on
6 Line 18 there begins a sentence that says,
7 "Although the Towns' positions have changed
8 over time --"

9 A. (Harned) Sorry. There's two sets of page
10 numbers on the pages. I was on the wrong
11 one.

12 Q. Oh, I'm sorry about that.

13 CHAIRMAN GOLDNER: Yeah, Mr.
14 Reimers, that's Bates Page 12.

15 WITNESS HARNED: Page 12. Yes.

16 MR. REIMERS: Thank you, Mr. Chair.
17 And Mr. Harned and Mr. Chair and everyone, I
18 apologize for the confusion.

19 A. (Harned) So now that we're on the right page,
20 we're at Line 18?

21 BY MR. REIMERS:

22 Q. Yeah. Would you agree with the statement
23 that the Towns' positions have changed over
24 time?

1 A. (Harned) I wouldn't say dramatically. As the
2 case has gone through and we've learned
3 things, there's been some change, but I won't
4 say it was dramatic.

5 Q. Earlier in your testimony, in response to
6 some questions by counsel, you were talking
7 about the appeal to the Water Council of the
8 DES Order. Do you remember that?

9 A. (Harned) Yes, I do.

10 Q. And you talked about the reasons for the
11 appeal and the settlement offer that was
12 made; is that correct?

13 A. (Harned) Yes.

14 Q. And in that notice of appeal it says, "Adding
15 additional service area" -- and this is
16 referring to Wiggin Way -- "Adding additional
17 service area at this time will severely
18 hamper Aquarion's ability to meet the water
19 requirements of its current customers, as
20 well as its future residents within its
21 current service area."

22 Is it still the Towns' position that
23 adding 43 homes will severely hamper
24 Aquarion's ability to provide water to North

1 Hampton?

2 A. (Harned) No, it is not.

3 Q. North Hampton's concern now has changed to a
4 fire protection surcharge only; is that
5 correct?

6 A. (Harned) It's changed to a fair treatment of
7 all customers, and it's through that, if
8 that's the mechanism.

9 Q. Has the Town of North Hampton always been
10 committed to a fair treatment of the Wiggin
11 Way customers?

12 A. (Harned) As balanced against the fair
13 treatment of the North Hampton residents and
14 the North Hampton portion of the system, yes.

15 MR. REIMERS: All my other
16 questions have been asked by other counsel.
17 Thank you very much.

18 CHAIRMAN GOLDNER: Thank, Mr.
19 Reimers.

20 We'll move to Mr. Tuomala and Ms.
21 Amidon.

22 MR. REIMERS: I'm sorry, Mr. Chair.
23 I overlooked one piece of paper. Can I ask
24 one more question?

1 CHAIRMAN GOLDNER: Sure.

2 BY MR. REIMERS:

3 Q. So Mr. Harned, your question -- or you had
4 said that the Town no longer thinks that
5 adding Aquarion -- Wiggin Way customers will
6 severely hamper the ability to provide water
7 to North Hampton. Will you please turn to
8 what's been premarked as Exhibit 2? And
9 that's the letter from the Attorney General's
10 Office.

11 A. (Harned) I don't have that.

12 Q. I can simply -- have you seen that letter
13 before? It's a September 1st, 2001 letter
14 signed by Senior Assistant Attorney General
15 Chris Aslin.

16 A. (Harned) Until I see the letter, I cannot
17 answer that question --

18 MR. RICHARDSON: Attorney Reimers,
19 I can provide the letter to him if that would
20 be what you want me to do.

21 MR. REIMERS: I would appreciate
22 that. Thank you very much, Attorney
23 Richardson.

24 BY MR. REIMERS:

1 Q. Mr. Harned, do you see the -- I'm sorry.
2 Have you seen this letter before?

3 A. (Harned) I believe I have, but it's been
4 quite a while. I have not reviewed it
5 recently.

6 Q. Well, I'm going to look at the last sentence
7 in that indented block quote. And it says,
8 "Aquarion has been providing water to the
9 Wiggin Way homeowners for the past four
10 years." I'm sorry. I'm going to look at two
11 sentences. "NHDES hereby confirms that
12 Aquarion continues to meet all NHDES
13 requirements for suitability and availability
14 of water necessary to serve the Wiggin Way
15 homeowners."

16 You would agree with that, wouldn't you?

17 A. (Harned) Yes, I would. Would you like me to
18 explain why I now agree with that?

19 Q. Please.

20 A. (Harned) So when we originally filed the
21 appeal with the Water Council, we had
22 received data from Aquarion that showed some
23 summertime usage when they had had a pump
24 failure and their ability to deliver water a

1 couple days before or a couple days after
2 that pump failure; the demand exceeded. Now,
3 it was a warm summer weekend. There was a
4 lot of demand at Hampton Beach. But we saw
5 some plots where demands and ability to
6 supply a matter of days apart were out of
7 balance. So that was the root cause of a lot
8 of our concerns at that point in time.

9 Subsequent to that and why positions
10 changed is Aquarion has developed another
11 well. And I'm not sure exactly what the
12 permitting status of it is today. Carl could
13 elaborate. But they developed another well
14 that adds significant capacity to their
15 ability to deliver water. So some of the
16 concerns we had at one point about their
17 ability to deliver water are -- they've been
18 reduced rather substantially by a
19 high-capacity well.

20 Q. So am I hearing you correctly, that that
21 multiple-year appeal to the New Hampshire
22 Water Council by the Towns of Hampton and
23 North Hampton was based on North Hampton's
24 mistaken --

1 A. (Harned) No.

2 Q. -- characterization of a couple days of
3 information?

4 A. (Harned) It's not mistaken at all. They
5 brought a new well online -- or they're in
6 the process of developing the well, which, as
7 far as everything we've seen, will give them
8 significant capacity. So the situation has
9 changed in terms of what their capacity was
10 then and what their capacity appears to be
11 going forward.

12 Q. Okay. But you have no -- but you were in
13 agreement with Attorney General Aslin --
14 Assistant Attorney General Aslin as to his
15 conclusions in this Exhibit 2; is that right?

16 A. (Harned) At this point in time, yes, when he
17 wrote it. But we were not in agreement with
18 it going back significantly earlier.

19 Q. Okay. Thank you.

20 CHAIRMAN GOLDNER: Okay. Thank
21 you. We'll move to Mr. Tuomala and Ms.
22 Amidon.

23 MR. TUOMALA: Thank you, Mr.
24 Chairman.

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CROSS-EXAMINATION

BY MR. TUOMALA:

Q. I did have one additional question. I believe this will be for Mr. Harned regarding a back and forth that he had had with Attorney Richardson regarding the proposed surcharge of 18.7 percent. And I believe the dialogue was that the Town wasn't necessarily "married," if I can use that term, to that surcharge amount; that it would be flexible in determining some other amount, but whatever amount it was should be just and reasonable.

My question to you, based on that: Has the Town, as the intervenor raising this issue of a surcharge, considered conducting an impartial cost of service study regarding Aquarion's rates, and specifically Wiggin Way?

A. (Harned) I can't answer that. I do not know the answer to that. I can't answer that question.

Q. Well, I guess, to your knowledge, then, in your capacity as representing the Town, do

1 you know if the Town has considered that
2 whatsoever?

3 A. (Harned) I do not know the answer to that
4 question. Different water commissioners on
5 the commission divvy up our responsibilities,
6 and there are other commissioners who are
7 more focused on rate cases and some of the
8 other issues, and I can't speak for them
9 right now. Wiggin Way was one of the ones
10 that I took on, so I'm more familiar with
11 that end of it.

12 Q. Well, I guess, then, to your knowledge, has
13 the Town considered a cost of service study
14 for Wiggin Way?

15 A. (Harned) Not to my knowledge.

16 Q. Okay. Thank you very much.

17 MR. TUOMALA: No further questions,
18 Mr. Chairman.

19 CHAIRMAN GOLDNER: Okay. We'll
20 move to Commissioner questions. Commissioner
21 Chattopadhyay.

22 INTERROGATORIES BY COMMISSIONERS:

23 BY COMMISSIONER CHATTOPADHYAY:

24 Q. Good afternoon. So I have some questions for

1 you Chief. If you would go to Exhibit 10.
2 And can you again state which are the towns
3 that abut North Hampton and, you know, can
4 you just quickly state those names again?

5 A. (Lajoie) Sure. That would be the towns of
6 Hampton, Exeter, Stratham, Greenland and Rye.

7 Q. Okay. And do those other towns have hydrants
8 that have provided firefighting service to
9 the Town of North Hampton?

10 A. (Lajoie) There are some in proximity on the
11 borders of town. I could give an example.
12 The Town of Rye has a hydrant close to the
13 town line of North Hampton that we would
14 utilize in the event of a fire.

15 Q. Do they try to recover the costs from your
16 town when you have relied upon their service?

17 A. (Lajoie) No.

18 Q. No. So this is just trying to be absolutely
19 certain that I understand what you said
20 previously.

21 You've worked for 20 years on
22 firefighting. And I'm just trying to
23 confirm, do you know whether -- because
24 Wiggin Way Association has been there for,

1 starting 2000, to the best of my
2 recollection. Did you just -- did you say a
3 while ago that you never had to rely upon the
4 hydrants to provide firefighting to Wiggin
5 Way Association?

6 A. (Lajoie) To my knowledge, we have never
7 responded to a fire on Wiggin Way and
8 utilized our hydrant.

9 Q. Okay. So when you said -- I think you said
10 at some point that three to five times a year
11 you have to have -- rely on helping Stratham?

12 A. (Lajoie) That's correct.

13 Q. And what do you mean by that? Do you use
14 hydrants in other places?

15 A. (Lajoie) So we've responded to other fires in
16 Stratham as an engine. At times we have used
17 another water source. So Stratham does not
18 have fire hydrants, so we would have to
19 secure another means of water supply when
20 we've responded.

21 Q. So Stratham does not have any hydrants? Is
22 that what you're saying?

23 A. (Lajoie) As far as I know, they're 100
24 percent rural.

1 Q. Because you're in firefighting service -- I
2 mean, this is just a general question. I
3 asked this question initially and didn't get
4 a response because, you know, it's a matter
5 of expertise perhaps. So, and you may not be
6 able to answer this question. But I'm still
7 curious whether you can.

8 The question is, like do you have a
9 sense how -- for example, in Stratham you
10 have the cistern and then they have the pond.
11 And I heard that the pond is big enough. How
12 would the process work when a house gets on
13 fire? How would the process work? And, you
14 know, assume that you're not going to rely on
15 the hydrant. So can you give me a sense of
16 what would happen?

17 A. (Lajoie) Sure. So the first arriving fire
18 engine would be a pumper, and that typically
19 carries anywhere -- I'm not sure what
20 Stratham's fire engine carries for water
21 supply. They generally carry 1,000 to
22 1500 gallons onboard. So the initial attack
23 engine would provide the immediate water for
24 fire attack. The next truck to the scene

1 would be a tanker truck. Typically what that
2 truck will do is tie in to the first arriving
3 attack pumper and give its tank water to that
4 attack pumper. During that process, the
5 other incoming fire companies will then
6 establish a water supply. So that could be
7 an engine from our town, it could be another
8 town that's coming in. That's when they
9 would go into, you mentioned the fire pond.
10 They would then have to set up their truck at
11 that pond. I think somebody mentioned that
12 there are dry hydrants there. There's
13 different means of taking water. If there's
14 a dry hydrant in place, it's a lot quicker as
15 opposed to a five-minute operation. If
16 there's a dry hydrant that's there, that's
17 basically a pipe that comes out of the pond
18 that you can put a hard suction hose between
19 the fire apparatus itself and that hydrant
20 connection and draw from that water source.
21 That can be time-consuming. It could take
22 three to five minutes with all the mechanics
23 that are involved. But generally that's what
24 would happen is the first arriving truck

1 would be a fire attack truck that would be
2 using its onboard water to get water quickly
3 onto that fire. Secondary trucks coming in
4 would establish the water supply.

5 Q. Would it be possible for you to know whether,
6 ever, Wiggin Way, the residents of Wiggin
7 Way, had to face a fire, you know, episode?
8 Would you know that? Like I know you're not
9 from Stratham, but --

10 A. (Lajoie) Yes, we would hear the call for a
11 report of a fire.

12 Q. And have you heard any calls from Wiggin Way,
13 ever?

14 A. (Lajoie) No.

15 Q. No. Okay. I'm just confirming you said
16 that. But I'm just -- okay.

17 This question is for you, Dr. Harned.
18 I'm going to... just as, you know, when
19 Wiggin Way assumed that it's part of the
20 Aquarion, okay, there is a concern that some
21 of the system there, as far as the future is
22 concerned, may give more problems, and
23 therefore they may have to be repaired or
24 maintained, or there will be maintenance

1 costs, all of that, that ratepayers in North
2 Hampton or Hampton will have to bear those.

3 Do you agree that it can also happen
4 that a part of North Hampton or Hampton
5 somewhere has some issues with its water
6 system, and then folks will need maintenance
7 on them, or even repair could be pretty
8 costly as well? In that situation, if Wiggin
9 Way is part of the Aquarion system, they may
10 have to bear those costs as well. Would you
11 agree with that?

12 A. (Harned) I would agree with that. But I also
13 would agree with that with the following
14 caveat: That if Wiggin Way has a problem 15,
15 20 years down the road, it falls into the
16 category that I believe you described. I
17 mean, Aquarion does routine maintenance.
18 They replace mains. Things need to be done.
19 As they said, they have some very old ones.

20 What we're concerned about is in the
21 near-term future. Because if I remember
22 my -- somebody can correct me. If I remember
23 my RSAs correctly, it's RSA 485 that's being
24 used for this process to enable Aquarion to

1 extend into Wiggin Way. That specifically
2 says that as a result of that expansion and
3 taking over that system, there are not
4 supposed to be any costs that go back to the
5 Hampton and North Hampton ratepayers. Now,
6 it doesn't talk about a time frame of when
7 that's supposed to happen or anything. So
8 you've got to apply some common sense. If we
9 have all sorts of problems in the next two
10 years, it seems unfair that the North Hampton
11 and Hampton residents should have to pay for
12 it. If we don't have any problems until 25
13 or 30 years down the road, well, they're part
14 of the system at that point in time.

15 So I'm just -- I agree that it will all
16 be borne down the road when things settle
17 out. That's fine. It's just we're concerned
18 about knowing the condition, you know, and
19 knowing whether there's problems in the near
20 future that will cause a significant expense.

21 Q. Does that statute ensure that Wiggin Way will
22 not have to pay for any, you know, repairs or
23 maintenance that happen in North Hampton or
24 Hampton --

1 A. (Harned) Not that I --

2 Q. -- let's say in the near future? No? Not
3 that you know of?

4 A. (Harned) I do not believe it does.

5 Q. Okay. Thank you.

6 COMMISSIONER CHATTOPADHYAY: That's
7 all I have.

8 BY CHAIRMAN GOLDNER:

9 Q. Okay. I just have a couple of questions to
10 wrap up the Commissioner questions. It's a
11 question for both Mr. Harned and Chief
12 Lajoie.

13 Is there -- and I'd like you both to
14 answer independently. It's a short question.
15 Is there any talk of not making the North
16 Hampton fire hydrants available to Wiggin
17 Way? Is there any -- so it would be
18 available.

19 A. (Lajoie) Yes, it would be available.

20 Q. Okay. Thank you. I just want to make sure
21 everyone was safe here.

22 Second question is -- and this is maybe
23 a follow-up to an earlier question from the
24 Department of Energy -- if Wiggin Way is

1 approved with no surcharge, the position of
2 the Town would be that there's some unfair,
3 you know, cost that's being accrued to the
4 Town and not being accrued to Wiggin Way. I
5 suppose there are solutions for that, though.
6 One could, for example, take the fire
7 protection cost and put in a water bill as
8 opposed to assessing it through property
9 taxes. Is that something the Town would
10 consider?

11 A. (Harned) Well, again, I'm not typically
12 involved in the rate cases. But isn't that
13 something that the PUC gets to decide?

14 Q. The tariff -- Ms. Chiavara may be able to
15 jump in here. But I think the tariff is
16 determined -- it's not determined by the PUC,
17 it's determined by the Town; right?

18 CHAIRMAN GOLDNER: Ms. Chiavara,
19 can you help me with this?

20 MS. CHIAVARA: The tariff is
21 approved by the PUC. So the tariff terms
22 are -- the tariff is a contract between the
23 Company and its customers. But the terms of
24 the tariff are set and approved by the

1 Commission.

2 CHAIRMAN GOLDNER: So the current
3 tariff approved by the PUC at the request of
4 the parties was that fire protection is
5 assessed via property taxes as opposed to the
6 water bill?

7 MS. CHIAVARA: No. Actually, the
8 terms of the Aquarion tariff, as they stand
9 now, public fire protection charges are
10 assessed per hydrant within a given
11 municipality, and then that bill goes to the
12 Town itself. It's then up to the Town to
13 determine how it assesses fire protection
14 charges on its residents.

15 CHAIRMAN GOLDNER: Okay. Thank
16 you. That's helpful.

17 BY CHAIRMAN GOLDNER:

18 Q. All right. That's all the questions that I
19 have, except for maybe one for Chief Lajoie.

20 I'm just curious. So I'm looking at a
21 map of your town, and I'm seeing fire
22 hydrants well covered in the central part of
23 town, northwest part, southeast part. Pretty
24 good coverage except for the southwest

1 portion where there's no fire hydrants. I
2 assume that that's -- so how do you put out
3 fires over there?

4 A. (Lajoie) So we also have a tanker truck.
5 Seventy percent of North Hampton is covered
6 by fire hydrants, the remaining 30 is on
7 rural response. So we respond immediately
8 with a fire engine, with our secondary -- or
9 a second truck would be a tanker truck.

10 Q. And those tanker trucks, you said, are
11 1500 gallons?

12 A. (Lajoie) Ours carries 3,000.

13 Q. Three thousand. And you were talking before
14 about the pond being, I think 30,000 gallons,
15 and 1500 gallons per minute, so you'd burn up
16 the pond in 20 minutes. What do you do with
17 fires where you've only got a tanker truck
18 with some fraction of that capacity?

19 A. (Lajoie) Right. So not just us. This is a
20 system-wide practice where we have run carts
21 in place, where we have multiple fire
22 departments with tanker trucks responding to
23 us. So we have different methods of having
24 water. For instance, there's what's called

1 like a PortaTank. So our tanker truck
2 carries, it's basically a portable pool. We
3 can dump its contents of 3,000 gallons of
4 water into that. Our alarm cart allows for
5 additional trucks to be coming in and dumping
6 their water supply into that same. So that
7 keeps a continuous supply of water coming in.

8 Q. What's, like, the most trucks you've seen at
9 a house fire? Five or something? More?

10 A. (Lajoie) I would say more. I would say up to
11 15.

12 Q. Really? Okay.

13 A. (Lajoie) Yes.

14 Q. And how many of these trucks does the Town of
15 North Hampton have?

16 A. (Lajoie) So we have two pumper trucks and a
17 tanker truck.

18 Q. Okay. And so to get 15 trucks, it would be,
19 you know, all the neighboring towns would
20 come to the house fire.

21 A. (Lajoie) Correct.

22 Q. Okay. And so you were talking before -- and
23 I just want to clarify. So Stratham lies to
24 the west. And then at the southwest corner

1 there's a lot of houses, it looks like both
2 in Stratham and some in North Hampton. But
3 it sounds like there's no fire hydrants on
4 either side of the town border on that
5 southwest corner.

6 A. (Lajoie) Correct.

7 Q. Okay. Thank you.

8 CHAIRMAN GOLDNER: Okay. Very
9 good. We'll move to -- okay. Commissioner
10 Chattopadhyay has a follow-up.

11 BY COMMISSIONER CHATTOPADHYAY:

12 Q. Sorry. Can you give me a sense of like --
13 you're sort of pooling your resources, trying
14 to meet the needs of a fire in a house or
15 something. Typically, if there is a metric,
16 like per day, how many fires do you have to
17 take care of? It could be flipped, and like
18 one fire incident happens over seven days or
19 something. Can you give me a sense of what
20 goes on from your experience?

21 A. (Lajoie) Certainly. We typically look at it
22 over an annual counting. We don't look at it
23 per day. We look at it on an annual basis.
24 So are you looking specifically to how many

1 fires North Hampton has responded to in the
2 last year?

3 Q. Yeah. And I would assume that you're
4 responding to fires in other towns as well.

5 A. (Lajoie) That's correct.

6 Q. So, yeah, that's what I want to get.

7 A. (Lajoie) Okay. I don't have those exact
8 numbers in front of me, but we could -- I
9 would say that the number's greater than 20
10 between our town and other responding
11 communities that we respond to.

12 Q. Twenty over a year?

13 A. (Lajoie) Absolutely. And I'm sure it's quite
14 higher than that. I just don't have those
15 exact numbers in front of me.

16 Q. Okay. Thank you.

17 A. (Lajoie) You're welcome.

18 CHAIRMAN GOLDNER: All right. Very
19 good. We'll move to redirect. Mr.
20 Richardson.

21 MR. RICHARDSON: Thank you, Mr.
22 Chairman. And I'd like to start with a
23 question that addresses the one that you
24 raised as well because that was on my list.

1 REDIRECT EXAMINATION

2 BY MR. RICHARDSON:

3 Q. Mr. Harned, you were asked about options for
4 how the Town assesses the bill that it gets.
5 And the Town doesn't have a water department
6 currently; right? So you're not --

7 A. (Harned) Sorry. No, it does not.

8 Q. Okay. So you're not charging for rates for
9 water service or anything like that; correct?

10 A. (Harned) Correct.

11 Q. Okay. So the Town goes to town meeting based
12 on the board of selectmen's budget, and
13 that's where this charge is located; is that
14 right?

15 A. (Harned) That's correct.

16 Q. Okay. And then after town meeting, I assume
17 there's a procedure where the Town goes
18 before the DRA to set a tax rate.

19 A. (Harned) Both of those steps occur. I'll be
20 honest with you. I'm not sure I know for
21 sure which one comes first. I think you're
22 right. But I'm not the person to testify to
23 that.

24 Q. Okay. So you're not familiar with the

1 municipal budget process.

2 A. (Harned) Not in terms of the Department of
3 Revenue Administration I'm not.

4 Q. Okay. Do you know the difference between
5 like an enterprise fund and a general
6 obligation?

7 A. (Harned) No.

8 Q. Okay. All right. Commissioner [sic] Lajoie,
9 do you understand the tax-setting process at
10 all, at least in terms of how the fire
11 department works and what happens with your
12 tax rates, or how the fire department's
13 budget impacts the tax rate?

14 A. (Lajoie) Yes, specific to the fire
15 department.

16 Q. Okay. So the Town, I assume, approves the
17 fire department's budget by town meeting
18 vote?

19 A. (Lajoie) Yes.

20 Q. And then someone in the town body goes with
21 all of the warrants that were voted on in the
22 budget and approaches the DRA, and the DRA
23 then sets the tax rate. Is that your
24 understanding?

1 A. (Lajoie) That's my understanding.

2 Q. And are you aware of towns having any other
3 option where there isn't an enterprise fund,
4 like a water department or a sewer
5 department?

6 A. (Lajoie) I myself am not aware.

7 Q. Okay. Are either of you aware of any legal
8 authority that would allow you to just bill
9 residents for bills that you get from
10 Aquarion? I'll withdraw the question. I can
11 tell by the looks on your faces you don't --
12 you're not sure of the answer --

13 A. (Harned) Well, I was just looking for
14 clarification. Were you asking if a bill
15 from Aquarion sent to the town could be given
16 to certain residents? I don't believe
17 there's a mechanism. But the way it's
18 handled today, where it's distributed evenly
19 based on the tax rate to all residents,
20 that's what the Town does.

21 Q. And my point being that the DRA then looks at
22 what's appropriate to include in taxes or not
23 and approves your tax rate. In other words,
24 the Town doesn't set your tax rate --

1 A. (Harned) No.

2 Q. -- the Department of Revenue does.

3 A. (Harned) Yes, I agree.

4 Q. And Mr. Harned, the fire protection charges
5 that the Town receives are based on the
6 tariff, and that's Aquarion that proposes
7 that. That's not what the Town -- the Town
8 never made that proposal, did they?

9 A. (Harned) Not to the best of my knowledge, no.
10 What you described is my understanding.

11 Q. So you're not aware then of the Town having
12 any choice to do things differently than they
13 currently do.

14 A. (Harned) No.

15 Q. Okay. Mr. Lajoie, do you have your
16 testimony? And I'd like to refer to the --
17 which is Exhibit 10, the map that's on the
18 last page at Bates Page 33.

19 A. (Lajoie) Yes.

20 Q. I'm going to refer -- direct your attention
21 to the, I guess what's the southwest corner,
22 in the area where there's essentially no
23 hydrants.

24 Now, you were asked by the Commissioners

1 if there were ever instances where you were
2 getting benefits from hydrants from other
3 towns. So in that southwest corner, is that
4 where Exeter is?

5 A. (Lajoie) Yes.

6 Q. And how much of a -- we can't see town lines
7 on this diagram. But is there a lot of
8 coverage, common borders between Exeter and
9 North Hampton?

10 A. (Lajoie) There's a small portion.

11 Q. Is it basically just that corner?

12 A. (Lajoie) Yes.

13 Q. Okay. And are there fire hydrants on the
14 other side that you have ever used or are
15 aware of that you would use in that corner
16 where Exeter is?

17 A. (Lajoie) I'm not sure how close in proximity
18 it is to our town border. But if there was
19 one, we would be able to utilize it.

20 Q. Okay. But you're not aware of one at this
21 point.

22 A. (Lajoie) I am not.

23 Q. Okay. So then describe for me, is the
24 southern border, is that -- basically along

1 North Hampton, is that basically the Town of
2 Hampton?

3 A. (Lajoie) Yes.

4 Q. So all of the hydrants on the Hampton side
5 would be basically paid for by Hampton
6 charges, fire protection charges, which are
7 actually greater than North Hampton's; right?

8 A. (Lajoie) I'm not sure if they're greater.

9 Q. Okay. Do they have more hydrants than...

10 A. (Lajoie) I would say yes, because of the
11 number of streets and the size of the town,
12 there are more hydrants.

13 Q. And I'll represent to you that that's the
14 case. But the point being that the Hampton
15 side is where Aquarion hydrants are, and
16 that's along the southern border of
17 Exhibit 10 on Page 33.

18 Just to complete the circle, I want you
19 to go to the east side and then north of the
20 Town of North Hampton. And I assume that
21 along the coast, is that where Aquarion's
22 hydrants are located serving Rye?

23 A. (Lajoie) Yes.

24 Q. Okay. And does the Rye Water District have

1 any hydrants that border North Hampton?

2 A. (Lajoie) The only area that I believe borders
3 North Hampton that belong to Rye Water
4 District is where our Mill Road turns into
5 their West Road.

6 Q. Okay. And I'm having trouble seeing the map
7 a little bit. Are there hydrants in that
8 location? Can you describe what's there?

9 A. (Lajoie) There are hydrants in Rye, just over
10 the border. They don't -- they're not
11 represented on that map, as this map
12 indicates Aquarion hydrants only. But on
13 Mill Road in North Hampton there is no
14 hydrants.

15 Q. And are you -- does your department ever rely
16 on Rye Water District hydrants to fight fires
17 in North Hampton?

18 A. (Lajoie) If there's a fire in that vicinity,
19 we would have the option of using a fire
20 hydrant.

21 Q. Okay. And that's a municipal rate.

22 And has the Rye Water District ever
23 asked you to pay for those?

24 A. (Lajoie) To my knowledge, never. No.

1 Q. Okay. And then I think you mentioned that
2 Greenland also borders.

3 So just to complete the list of towns,
4 could you explain to the Commissioners where
5 Greenland sits generally on this map?

6 A. (Lajoie) Sure. So it would be on the north
7 side of town. It's actually not showing that
8 much of it just because of the frame that's
9 there. But if you look at where -- if you
10 can follow Post Road going north to where
11 Deer Run Road is indicated on the map, that's
12 where Greenland ends up bordering North
13 Hampton.

14 Q. So is that common border, is that essentially
15 from Deer Run Road over to the -- kind of
16 where the Stratham town line goes south on
17 the western side? Is that right?

18 A. (Lajoie) Correct.

19 Q. So that's a small area, kind of like Exeter
20 was on the corner.

21 A. (Lajoie) Correct.

22 Q. Okay. And are there hydrants on both sides?

23 A. (Lajoie) There are. I'm not exactly sure
24 where the closest hydrant is in Greenland

1 compared to the North Hampton town line.

2 Q. And who would have those hydrants?

3 A. (Lajoie) I believe that's Portsmouth Water.

4 Q. Okay. And has Portsmouth ever asked you to
5 pay for their fire protection charges? No?
6 Okay.

7 You were asked a question by Attorney
8 Chiavara, I believe, and it related to
9 whether the decision to fight fires was
10 voluntary or not under the mutual aid
11 agreement. Do you recall that?

12 A. (Lajoie) I recall something to that effect.
13 I think, if I recall the question correctly,
14 it was do we have the decision-making ability
15 to refuse to go to a town. The only time we
16 would refuse is if we're not available. And
17 what I mean by that is if we're already tied
18 up on another emergency call and we don't
19 have that unit available to respond.

20 Q. And in fact, there are, for lack of a better
21 word, I believe standard operating procedures
22 that obligate you to respond unless you're
23 unavailable for some reason; is that right?

24 A. (Lajoie) Correct.

1 Q. How often has North Hampton ever refused to
2 respond when called?

3 A. (Lajoie) We've never refused.

4 Q. Okay. Let me flip over and just see if I
5 have any other questions for Mr. Harned.

6 (Pause)

7 Q. No, that's it. Thank you very much.

8 CHAIRMAN GOLDNER: Thank you, Ms.
9 Lowry.

10 MS. LOWRY: I have no follow-up
11 questions. Thank you.

12 CHAIRMAN GOLDNER: Thank you.
13 Okay. So we'll release the witnesses. Thank
14 you very much for coming today. Thank you
15 everybody on the screen.

16 So I'm going to suggest that we
17 move on to striking I.D. on exhibits. And
18 then if time is requested before closing, we
19 can certainly take five or ten minutes to let
20 the parties prepare. Or if people want to
21 keep going, that's fine, too.

22 So, first, why don't we just take a
23 minute and take care of the exhibits. So I
24 have exhibits that aren't in question, I

1 believe, are Exhibit 1, Exhibit 5, 6, 7, 8, 9
2 and 10. Is there any objection to striking
3 I.D. on those exhibits?

4 [No verbal response]

5 CHAIRMAN GOLDNER: No? Okay.
6 We'll strike I.D. on those exhibits.

7 On Exhibit 2, the Commission will
8 take administrative notice, as was suggested
9 earlier. And on Exhibits 3 and 4, we'll view
10 those as documentary evidence and give it the
11 weight it deserves.

12 Any concerns before we move on?

13 MR. RICHARDSON: Mr. Chairman, I
14 would just note that the statute governing
15 administrative notice requires the Commission
16 to give prior notice of its intent. So
17 it's -- while it was proposed as a solution,
18 it nearly begs the same question. But, you
19 know, in light of this particular letter
20 coming from DES, and I think, you know, the
21 Commission's heard our objection, that, you
22 know, this wasn't put in into testimony so we
23 had notice that it was going to be an issue,
24 you know, with that caveat, I don't think we

1 need to object to that being admitted as a
2 full exhibit. Just understand, you know,
3 that we didn't come prepared to do this
4 because it wasn't part of the testimony that
5 was presented beforehand.

6 CHAIRMAN GOLDNER: Sure. I'm okay
7 with moving forward just taking
8 administrative notice. I think that's fine
9 in this case. But thank you.

10 Okay. So let's keep moving. So
11 we'll hold the record open for an additional
12 day. Mr. Reimers, I think you mentioned that
13 you'd like an additional day for public
14 comments. So we'll hold the record open
15 through close of business tomorrow.

16 MR. REIMERS: Much appreciated.

17 CHAIRMAN GOLDNER: And finally
18 we'll move on to closing arguments. Would
19 there be -- do the parties want to move to
20 closing arguments now, or would anyone like a
21 break?

22 MR. REIMERS: I would like to move
23 on to it now. That would be my preference.

24 MS. CHIAVARA: The Company is ready

1 as well.

2 CHAIRMAN GOLDNER: Okay.

3 Everyone's okay?

4 MR. RICHARDSON: That's acceptable.

5 CHAIRMAN GOLDNER: Okay. All
6 right. I'll recognize Ms. Chiavara for
7 Aquarion's closing.

8 MR. RICHARDSON: If I may, Mr.
9 Chairman. I'm just a little bit concerned
10 about leaving the record open because that is
11 an invitation to submit information that
12 would come in tomorrow. We wouldn't see it
13 until the Commission posts it on its web
14 site. And I just get concerned that there's
15 kind of a due process issue with that. I'm
16 not proposing and I don't really want to do
17 closing briefs or anything like that. I
18 think we can cover this with the briefs we've
19 done in our closing statements.

20 So I wanted to make the suggestion
21 that I think the issues are before the
22 Commission now, and I think it would be best
23 procedurally if we just close this hearing
24 and didn't leave the record open for, I don't

1 know what would come in, and I don't know
2 when we would see it. And I think it's -- it
3 presents some difficulties going in that
4 manner.

5 CHAIRMAN GOLDNER: Yeah, we often
6 do record requests which come in a week or
7 two after that the Commission makes. Here, I
8 think we're just probably just allowing the
9 public to file letters in the Public Comment
10 section.

11 So is there any comments from the
12 parties in terms of Mr. Richardson's
13 concerns?

14 MR. REIMERS: Jason Reimers here.
15 My request to leave the record open was not
16 so that, you know, I would be submitting
17 additional testimony, exhibits or anything,
18 but it was purely to allow members of the
19 public to offer public comment, which is, in
20 my understanding, is treated differently than
21 testimony. So it would seem appropriate to
22 me for the Commission to do as you were I
23 think inclined to do, which is to accept
24 written public comment through tomorrow

1 afternoon.

2 CHAIRMAN GOLDNER: Mr. Tuomala,
3 would you have any comment on the topic?

4 MR. TUOMALA: Thank you, Mr. Chair.
5 I think that it's a wise decision to leave
6 for a public member to submit written
7 comments through the end of business as
8 suggested. I'm not quite certain that public
9 comments are even considered part of the
10 record.

11 So to even avoid this implication
12 that somehow it would open a flood gate with
13 the parties filing last-minute briefs
14 tomorrow, simply stating that the Commission
15 will accept public written comments through
16 the end of the day tomorrow is sufficient. I
17 certainly don't intend to file anything after
18 today's hearing. I don't think the parties
19 had either. That wasn't the original
20 request. So I think simply stating, as you
21 said, the Commission will allow the filing of
22 public comments through the end of business
23 tomorrow, February 24th, and make no mention
24 of leaving the record open is sufficient.

1 Thanks.

2 CHAIRMAN GOLDNER: Okay. That's a
3 reasonable compromise, right, Mr. Richardson?

4 MR. RICHARDSON: That sounds
5 acceptable, too. Thank you, Christopher.

6 CHAIRMAN GOLDNER: Okay. Thank
7 you.

8 Mr. Tuomala, we will move forward
9 as you suggest. So, thank you for
10 clarifying. Mr. Richardson finds that
11 acceptable. And thank you, Mr. Reimers as
12 well.

13 So we'll move to closing, and I'll
14 recognize Ms. Chiavara, representing
15 Aquarion.

16 MS. CHIAVARA: Thank you, Chair
17 Goldner. Just a point of order. The
18 Company, pursuant to PUC 203:26, as the
19 petitioner, we would respectfully request
20 that we could exercise our right to either
21 open or close the proceedings. So we would
22 prefer to give our closing statement last.

23 CHAIRMAN GOLDNER: Yes, thank you,
24 Ms. Chiavara. My mistake.

1 Let's begin then with the Town of
2 Hampton. Ms. Lowry.

3 MS. LOWRY: Thank you, Chair.
4 Attorney Richardson will be handling the
5 closing for both Towns today.

6 CHAIRMAN GOLDNER: Thank you.
7 We'll move to Mr. Richardson.

8 MR. RICHARDSON: Thank you, Mr.
9 Chairman.

10 It's been stated in the record
11 already, but I'd like to state it again. The
12 Town of North Hampton, and Hampton joins in
13 this as well -- there's no objection to the
14 franchise being expanded to include these
15 areas. But as you've heard in testimony,
16 both the Wiggin Way homeowners and the North
17 Hampton residents really want the same thing,
18 to be treated on equal footing. And we heard
19 testimony today that, if you look at the cost
20 per customer for North Hampton, it's about
21 \$163 in fire protection charges, that if
22 those were -- if the same rate were applied
23 in Wiggin Way, those customers would be
24 avoiding it. And it's a difficult exercise

1 to decide what a just and reasonable rate is,
2 to decide whether there's undue subsidy or
3 preference. But just because it's difficult
4 on the record to come up with a concrete
5 number isn't -- that's not a reason to avoid
6 doing it when the evidence shows that there
7 is a discrepancy. And that was really the
8 point raised by Mr. Harned and raised by the
9 Town. And the reason for asking that is to
10 say, look, we're looking at a problem that --
11 it may be 18.7 percent. It's a different
12 number in 2020 [sic]. It fluctuates some.
13 And depending on the methodology that gets
14 used, the numbers can come out a little bit
15 differently. And we're not the utility. We
16 only know what we can see from the annual
17 reports and from the discovery which we got,
18 which was very limited. I mean, we wanted to
19 see what the system was, what should a
20 capital budget be for this. And we were
21 really denied the opportunity to do so
22 because each time we asked for that type of
23 information, the response was, "Aquarion
24 doesn't have it. Aquarion didn't look at

1 it." And that's -- there's an element -- and
2 I'm not accusing anyone of wrongdoing in that
3 sense. But there's an element of willful
4 ignorance in that approach. And it makes it
5 harder for this Commission to do its job,
6 which is to decide what is just and
7 reasonable.

8 I'll suggest to you that the
9 concept of "just and reasonable" under RSA
10 378:7, and the concept of "undue preference"
11 or "advantage" under RSA 378:10 really comes
12 down to paying a fair share. In other words,
13 if you're receiving a benefit and you're a
14 customer and there's a cost associated with
15 that benefit that you're receiving, you
16 should pay your share of it, whatever it is.
17 And that's really where we would like to see
18 this case go.

19 Now, there's been reluctance to do
20 that because I think, to some extent,
21 Aquarion doesn't want to go through that
22 exercise. They're looking at this as 43
23 customers. You know, let's -- we've been
24 ordered to do this. Let's just make it

1 disappear rather than have to do a cost of
2 service study ourselves to show that what our
3 proposal is reasonable. I think we've raised
4 the question, and I think that there are
5 numbers that can be gleaned. And I know the
6 Commission's role is not just as a judicial
7 body but also as an investigative one. You
8 have the authority and, in some cases, even
9 the obligation to reach your own conclusion.
10 What we have done is make our best effort to
11 provide a record and provide information that
12 would allow you to do that. We respect and
13 recognize that you have a lot of discretion.
14 You also have a lot of expertise. And we
15 would welcome your opinion highly on that
16 because I honestly, looking at the Bench
17 here, I would give your conclusion as to
18 whether there is a subsidy and the amount
19 much greater rate -- much greater weight than
20 my own.

21 The one thing that does trouble me,
22 though, is Aquarion's methodology, as you saw
23 in response to North Hampton data request,
24 was to look at this and say, well, there was

1 no added cost to serve these customers. But
2 the language that they used in response to
3 North Hampton Request 10, and that was in
4 Exhibit 9, talked about variable costs. But
5 we know from looking at administrative and
6 general expenses that if you apply that ratio
7 of the 43 customers being added to the total
8 amount of, I think it was 1,477,000 in
9 administrative and general, just as an
10 example, that came out at about \$155 per
11 customer.

12 There are also costs associated
13 with pumping the water, supplying the water,
14 the capital costs associated with the
15 investment and plant. All of that is part of
16 the entire operation which makes the fire
17 protection water available at the hydrant
18 right on the town line. And one thing I'm
19 very convinced is that the fire departments
20 would use those hydrants, even though the
21 customers say they don't want them. I
22 mean -- and they would benefit from it, even
23 if they subjectively think it's not needed.
24 You know, when there's a fire, the fire

1 department has a job to do, and that's to
2 save lives and property. And they're going
3 to do that in the best way that they can.
4 And our rate structure should be set up that
5 would allow them to do that, because that is
6 part of the public interest puzzle that gets
7 solved in a franchise case.

8 So I think the Commission can turn
9 to the F48, and you can look at what the
10 costs are overall, and you can make an
11 understanding of what these costs are. And
12 what you'll see is there's not a budget
13 leftover. If there's a main break here, the
14 costs of a main break are going to exceed the
15 revenues once you start looking at the Wiggin
16 Way system being accounted for, its
17 allocation of transmission of costs, of
18 administrative and general, of all the other
19 different components that are on the F48,
20 which is included in Exhibit 9.

21 And this isn't that novel an approach.
22 When a town gets a water bill and it doesn't
23 have a water department, it doesn't have an
24 enterprise fund, it doesn't have a revenue

1 mechanism or a legal authority to just say,
2 okay, we're going to take these taxpayers and
3 we're going to make them pay for it. And
4 then how would they do that. They don't have
5 water service. They don't have water rates.
6 You could have some customers with one-size
7 mains -- or excuse me -- meters, others with
8 different ones. But there's no mechanism for
9 them to do that other than starting a water
10 department of their own, but then that
11 carries accounting costs. You know, if it
12 were to be in a village district, you need to
13 have separate elections, a separate clerk, a
14 treasurer.

15 It's a very cumbersome process, where at
16 the end of the day the Town does what it's
17 supposed to do. It gets a bill because the
18 tariff says that the Town gets a bill. The
19 tariff says that North Hampton and Rye are
20 all customers. Their only choice is to tell
21 the DRA this is what our spending is for the
22 rear. Please set our tax rate so we can send
23 out a bill for it. There's not a clear
24 mechanism set forth in any of the memoranda

1 that I read that would show a different path
2 that would alleviate this problem. And it's
3 really not a problem in that sense, because
4 the water service and the fire protection
5 rates lower the fire insurance. That same
6 process you heard today is going to happen in
7 Wiggin Way. So not only are they going to
8 get the public safety benefit, many of them,
9 whether it's a thousand feet or whatever
10 distance the insurance companies use in their
11 fire system classifications, but they're
12 going to benefit from it as well because the
13 fire lines can go in multiples. They can go
14 a thousand feet, the next pump trucks to that
15 can go all the way out. And making that
16 water available creates a situation where you
17 don't need 15 trucks because you can fill the
18 trucks right from the hydrant and deliver it
19 to the site. And that's really what this
20 case comes down to.

21 So our request is that the Commissioners
22 look at this, they look at the evidence, and
23 relying on their own expertise, sort through
24 this and try to find the best outcome that is

1 just and reasonable and fair so that North
2 Hampton customers and Wiggin Way customers
3 are treated the same. Thank you.

4 CHAIRMAN GOLDNER: Thank you, Mr.
5 Richardson.

6 Mr. Reimers.

7 MR. REIMERS: Thank you, Mr. Chair.
8 I've been with Wiggin Way for several years
9 now, beginning before the Water Council
10 appeal of the Towns.

11 Beginning in about 2004, the
12 residents of Wiggin Way have been
13 experiencing, or they began experiencing
14 water quality and water quantity issues. And
15 these were serious. The arsenic levels were
16 dangerous, and they exceeded state standards.
17 The system produced too little water, often
18 running dry, and they had to get bulk
19 deliveries. Most of us fortunately haven't
20 had to deal, or at least I haven't, with
21 running out of water. They limped along for
22 years doing their best. NHDES closely
23 reviewed these issues and then finally in
24 April of 2017 issued an order requiring that

1 Aquarion permanently connect Wiggin Way, the
2 43 homes, to their system. The Towns of
3 Hampton and North Hampton appealed to the
4 Water Council. The main contention of the
5 Towns was that providing water to these 43
6 homes would result in Aquarion not being able
7 to fulfill their existing obligations to
8 existing customers. As they stated in their
9 notice of appeal, quote, It will severely
10 hamper Aquarion's ability to meet water
11 requirements of its current customers. Mr.
12 Harned testified today that this is no longer
13 a concern. And no harm has come to pass to
14 the existing customers after four years,
15 almost five, of Wiggin Way being connected.

16 To the Water Council, North Hampton
17 also alleged, quote, Once Aquarion acquires
18 the Wiggin Way water system, the cost of
19 connecting to, repairing and upgrading this
20 system and decommissioning the Wiggin Way
21 wells will be borne by Aquarion's current
22 customer base, end quote. Again, not true.
23 The residents of Wiggin Way are paying for
24 all of the costs of connection. They have

1 already paid certain of these bills. And
2 they're paying for the cost of
3 decommissioning the existing out-of-service
4 water system. And as you heard from Mr. Roy,
5 they've got significant costs ongoing until
6 this matter is resolved and the franchise
7 expanded. They have to keep that system
8 going. Wiggin Way has also been paying a
9 WICA surcharge that has already benefitted
10 the Towns.

11 As Aquarion pointed out on Page 10
12 of their reply testimony in this case, and
13 which I spoke with Mr. Harned about, the
14 Towns have taken many positions over the
15 years, and most of them have been rejected by
16 DES, rejected by the Water Council. And some
17 of them have already been rejected by the
18 Commission. And we hope that you reject the
19 current proposal of a clean water surcharge.

20 This year the Towns' new position
21 is that they're concerned with Wiggin Way
22 receiving fire protection services that
23 Wiggin Way is not even asking for or
24 receiving. Wiggin Way residents are already

1 paying for fire protection through their
2 taxes that they pay to the Town of Stratham.

3 The Towns have desperately tried to
4 make this a rate case. In their January 31st
5 memo of law just a few weeks ago, the Towns
6 state at Page 5, quote, This proceeding is
7 more than a franchise expansion. Aquarion is
8 proposing to change from one rate class,
9 seasonal rates, to another, permanent rates.
10 This triggers rate review under RSA 378:7,
11 end quote. This is wrong. And so the Towns'
12 argument that this is a rate case is based
13 solely on a purported change from seasonal to
14 permanent rates. And once you correct the
15 Towns' incorrect premise, this is simply a
16 franchise expansion to 43 new customers,
17 nothing more. It is not a rate case.

18 For nearly five years the Town has
19 blamed Wiggin Way for their well issues.
20 They've called it "mismanagement." They've
21 falsely portrayed the Wiggin Way residents as
22 living in large homes, filling their pools
23 with a hose, and indiscriminately watering
24 their lawns. They have sought to penalize

1 Wiggin Way for their water problems, and now
2 they want Wiggin Way residents to pay a
3 discriminatory surcharge just to get clean
4 water. And they want Wiggin Way residents to
5 pay a discriminatory surcharge for not having
6 arsenic. They portray Wiggin Way residents
7 as "free-loading" off of the Aquarion system
8 and free-loading off of Hampton and North
9 Hampton. In reality, the Wiggin Way
10 customers, 43 homes, consist of about 105
11 residents. These are families who have dealt
12 with water problems for almost two decades,
13 have water-related costs that are more than
14 double the average New Hampshire water
15 customer. They're paying all of the cost of
16 interconnection, all of the cost of
17 decommissioning, and they've had to deal with
18 fending off the Town's ever-shifting
19 argument. So please don't penalize these
20 people. They are the affected people.
21 Hampton and North Hampton act as if the
22 Aquarion water system is their own municipal
23 water system. They act as if there's a
24 hierarchy of customers, with them at the top.

1 If the Towns have issues with Aquarion -- for
2 example, they don't like the fire protection
3 payments, or they don't like to clear snow
4 from their hydrants, that's fine. But they
5 treat the Wiggin Way residents that are happy
6 to treat them as collateral damage in their
7 fight with Aquarion. And this has been going
8 on for years.

9 And I bring up the Water Council
10 action. I know that's years past. But the
11 Towns' arguments and behavior in this docket
12 is very similar, and they have just been
13 dragging Wiggin Way through their grievances
14 with Aquarion.

15 So what we are asking for, as
16 Attorney Richardson said, is fairness.
17 Please treat all Aquarion customers equally.
18 And finally, put this matter to bed by
19 approving the franchise expansion so that the
20 DES order can finally be carried out.
21 They've had to deal with this issue for much
22 too long. They deserve a permanent
23 connection to clean water. They deserve
24 certainty after years of uncertainty. And

1 they deserve to market their homes as having
2 guaranteed clean water. And they deserve to
3 be treated like any other Aquarion water
4 customer paying the regular tariff rate.
5 That is fairness.

6 Thank you for listening to us today
7 and your thoughtful questions, and we really
8 appreciate it. Thank you.

9 CHAIRMAN GOLDNER: Thank you.
10 We'll move to the Department of Energy. Mr.
11 Tuomala.

12 MR. TUOMALA: Thank you,
13 Commissioners. The Department would like to
14 take this time during closing to provide a
15 framework for the Commission to look back and
16 rely upon when it deliberates and ultimately
17 decides this matter before it. There's been
18 a considerable amount of discussion today,
19 argument and information regarding rates,
20 costs associated, and those subsequent
21 issues. With all that aside, the Department
22 would like to provide perspective by drawing
23 the Commission's attention back to the
24 original and ultimate issue in this docket,

1 and the dockets that precede it. As also
2 highlighted by Mr. Reimers, this is a
3 franchise expansion. And this case has been
4 stated multiple times for Wiggin Way, which
5 is 43 customers in Stratham who have been
6 actually receiving water supply from Aquarion
7 for almost the last five years.

8 Now, for a franchise expansion, the
9 Commission must look to its relevant
10 statutory authority, which includes RSA
11 374:22 and RSA 374:26 in its determination.
12 Pursuant to RSA 374:22, quote, No person or
13 business entity shall commence business as a
14 public utility within the state without first
15 having obtained the permission and approval
16 of the Commission.

17 RSA 374:26 further states that the
18 Commission will grant a request for franchise
19 authority if it finds that it is for the
20 public good. And pursuant to prior
21 commission orders, the public good -- when
22 determining the public good for a proposed
23 franchise expansion, the Commission assesses,
24 among other things, the managerial, technical

1 and financial expertise of the petitioner.
2 In this case, it would be Aquarion. You can
3 find that in one of the most recent orders of
4 Hampstead Area Water company, Order 26,301.
5 And that was from October 22nd of 2019.

6 Furthermore, under RSA 374:22, III,
7 no water company shall obtain the permission
8 or approval of the Commission to operate as a
9 public utility without first satisfying any
10 DES requirements concerning the suitability
11 and availability of water.

12 Now, given those requirements and
13 that framework applied to this instant
14 docket, the Department supports the Company's
15 request, absolutely. We note that the
16 Commission has recently determined that
17 Aquarion, through its current ownership, has
18 demonstrated its managerial, financial and
19 technical capabilities to operate a utility
20 in New Hampshire. And that was from last
21 year's different docket, purchase of the
22 Abenaki Water System, Order No. 26,506, from
23 August 6, 2021. And from the Department's
24 standpoint, there's nothing in the record

1 that would change its mind or should change
2 the Commission's mind to that finding from
3 that order. In fact, Aquarion does possess
4 all those capabilities of providing water and
5 water service as a water utility in New
6 Hampshire.

7 We also note the administrative
8 notice of the DES letter which fulfills the
9 subsection III of RSA 374:22 verifying
10 Aquarion's ability to provide suitable an
11 available water. As such, the Department
12 supports a ruling that Aquarion's franchise
13 expansion request is in the public good by
14 the Commission and that the Commission grant
15 Aquarion's franchise area for the Wiggin Way
16 community.

17 Turning to the secondary issues in
18 discussions about rates, possible surcharges.
19 The Department, as a threshold matter, should
20 note that this issue does not agree that the
21 Commission should entertain a rate
22 examination at this stage or in this docket
23 at all. The Department would like to
24 emphasize that its position is that this is

1 not a rate matter, and as such, the Towns'
2 requested relief should not be granted.
3 While prior Commission orders may have
4 acknowledged the application of currently
5 approved utility tariffs to a new customer
6 group is, quote, just and reasonable, an
7 examination of a different rate is not
8 supported by precedence nor statutory
9 authority. The language of RSA 374:22 and
10 374:26 does not allow for the imposition of a
11 surcharge on a proposed franchise area, as
12 the Towns suggests. In fact, neither of
13 those statutes discuss the application or
14 examination of rates. As such, the
15 Commission's examination should end there,
16 with its determination of the proposed
17 franchise expansion is within the public good
18 and order accordingly. That argument aside,
19 however, the application of the requested
20 surcharge by the Towns also failed, as that
21 request was properly examined in the context
22 of a rate case, which is currently undergoing
23 in DW 21-184, or in the instance of a special
24 contract, of which neither is applicable in

1 this docket itself as a franchise expansion.

2 Even if -- I will go even further
3 to say, even if the Commission could examine
4 rates in a franchise expansion, the
5 Department's position is that the application
6 for the proposed surcharge amounts to little
7 more than a penalty upon the Wiggin Way
8 customers, which is impermissible per RSA
9 378:10, which prohibits undue or unreasonable
10 prejudice or disadvantage to customers, and
11 RSA 378:14, which prohibits a utility from
12 charging or receiving a greater or lesser or
13 different compensation for any service
14 rendered to any person. It is clear in this
15 docket that the utility would like to apply
16 its currently approved tariff rates to these
17 customers no different than any other
18 residential customer in its system in New
19 Hampshire. As such, the proposed application
20 comports with 378:10 and 378:14. The
21 proposed surcharge, however, would run afoul
22 of both those statutes by allowing the
23 Company to charge these 43 residential
24 customers differently than its approximately

1 8- to 9,000 other residential customers it
2 serves in New Hampshire.

3 This is also not the examination of
4 a rate change which has been mentioned in
5 some of the prior briefs. The Towns
6 previously argued that Aquarion's application
7 of year-round rates instead of seasonal
8 rates, both from its currently approved
9 tariff, qualifies as a rate change and thus
10 requires Commission authority. If that
11 argument were held true, every instance of a
12 different tariff rate application would
13 require Commission approval -- e.g., a
14 customer no longer residing in his seacoast
15 home for 12 consecutive months elects to
16 become a seasonal customer would require a
17 docketed matter for Commission approval. A
18 rate change, furthermore, is not the
19 application of one part of a tariff in place
20 of another, but instead is a wholesale change
21 to a tariff rate which would apply to every
22 customer, not individually, which is
23 typically the subject of a rate increase or a
24 rate case, again, as in DW 20-184.

1 If for some reason the Commission
2 does rule that this is ripe for further rate
3 examination as the Towns suggests, the
4 Department's position would be that the
5 burden should be placed upon the Towns as the
6 party requesting a rate examination, as they
7 should be the ones providing the supporting
8 evidence with the implication of an unbiased
9 expert cost of service study.

10 Lastly, the Department notes that
11 the Company's original petition requested
12 Commission approval of the asset transfer
13 agreement between Wiggin Way and Aquarion.
14 The Department, for the record, wants to
15 maintain its position that it spoke about in
16 the prehearing conference, that while the
17 contract is evidence that no other Aquarion
18 customers will bear the cost to expand this
19 franchise and should be assigned the weight
20 the Commission determines is appropriate in
21 its examination, Commission approval for the
22 agreement is not required nor permitted by
23 statute. The contract is entered into by a
24 private homeowner association and a utility.

1 As such, there's no statutory authority which
2 directs that Commission approval is
3 necessary. Had Wiggin Way been a utility,
4 then, yes, the Department would agree 374:30
5 would apply, requiring the Commission
6 authorize such a transfer. Again, the
7 Department is not refuting the transaction
8 agreement as evidence. It should be weighed
9 accordingly by the Commission, especially to
10 the fact that no other Aquarion customers
11 will be burden by this -- by Aquarion's
12 taking ownership over the Wiggin Way
13 property, but that approval by the Commission
14 for that agreement is not necessary.

15 In closing, the Department supports
16 the expansion of Aquarion's franchise to
17 permanently service the Wiggin Way community
18 and respectfully requests that any rate
19 matters be dismissed on the bases previously
20 provided. Thank you for that.

21 MR. RICHARDSON: Mr. Chairman.

22 CHAIRMAN GOLDNER: Yes.

23 MR. RICHARDSON: In the interest of
24 just trying to get to the right result, could

1 I just speak briefly to the one issue about
2 RSA 378:14 that Attorney Tuomala just
3 referenced?

4 CHAIRMAN GOLDNER: I'll allow it,
5 yeah.

6 MR. RICHARDSON: I just want to
7 point out that that statute does say you
8 can't charge a different or lesser rate. But
9 that means that the utility has to charge the
10 rate that is in its tariff. It really begs
11 the question, though, because if -- I think
12 the evidence shows that the Wiggin Way
13 customers are receiving the fire protection
14 benefits and the benefits of that service,
15 but they're not paying for it. So it really
16 comes -- it brings the investigation or
17 question full circle. Obviously, if the
18 Commission deems that an adjustment rate is
19 appropriate, it can approve this as a
20 condition and say we want to see the cost of
21 the -- that that would be appropriate based
22 on the evidence in an Order of Notice, and
23 then the customers will receive that before
24 it's approved and implemented.

1 So thank you. I wanted to get that
2 out there. I'd actually invite Attorney
3 Tuomala, with the Commission's leave, to
4 respond to it. But that's how I see that
5 issue playing out. And I think it is an
6 important one for this Commission to weigh in
7 its review of this case.

8 CHAIRMAN GOLDNER: Taking an
9 unusual approach to closing today, but Mr.
10 Tuomala or Mr. Reimers, if you'd like to
11 comment before we close with Ms. Chiavara.

12 MR. REIMERS: I'll leave that to
13 Mr. Tuomala.

14 MR. TUOMALA: Thank you for that.
15 I guess a brief response is that I
16 respectfully disagree with Mr. Richardson.
17 We're talking about the application of
18 currently approved tariff rates. And if you
19 were to follow through with this surcharge,
20 that's different from what every other
21 Aquarion customer is facing, every other
22 residential customer, and thus starkly
23 contrasts with 374:18. There has been no
24 substantial evidence to the Department's

1 position provided by the parties that somehow
2 Wiggin Way customers are unfairly benefitting
3 from fire protection. It's been stated
4 numerous times that they don't need it,
5 they're not requesting it. So it's not as if
6 they are somehow getting away with something.
7 A better word escapes me at this point. But
8 it's not as if there is proof in this record
9 that they need private fire protection in the
10 way of a hydrant in their system, and instead
11 they say, no, we'll just leap over the
12 boundary here and take from that. They're
13 just looking for the application of the same
14 rates that everybody else does. And I think
15 that to the issue, a surcharge applied to
16 just them specifically does run afoul of that
17 statutory authority. Thank you.

18 CHAIRMAN GOLDNER: Okay. We'll
19 close with Ms. Chiavara.

20 MS. CHIAVARA: Thank you, Chair.

21 The Company has maintained
22 throughout this docket, which the Department
23 of Energy has just mapped out from a legal
24 and regulatory standpoint, and will be

1 reiterated here to a certain extent, that
2 this is a matter of a franchise expansion and
3 continued application of the approved tariff
4 rate of Aquarion to the customers of the
5 Wiggin Way subdivision so that they may
6 finally have a permanent solution to
7 receiving a safe and adequate supply of
8 water. Nothing in this matter triggers the
9 need for rate analysis, and nothing
10 implicates any rights of the Towns of Hampton
11 and North Hampton. The Commission's sister
12 agency, the Department of Environmental
13 Services, found, pursuant to their authority
14 to require improvements under RSA 485:4, that
15 there was a health issue to be remedied and
16 that Aquarion's water distribution system is
17 the most feasible and cost-effective option
18 to address the Wiggin Way water system's
19 arsenic and low-water quality issues, which
20 is a definitive public good sufficient to
21 satisfy RSA 374:26 and to grant the franchise
22 expansion under RSA 374:22.

23 The DES order on Page 8 lists the
24 elements for DES's authority to mandate the

1 extension of a public utility to an area of
2 impaired water quality. It states that,
3 quote, RSA 485:4, II, provides that if DES
4 determines that, one, an extension of water
5 service from an existing public water supply
6 system to the area of impaired water quality
7 or quantity is the most feasible and
8 cost-effective alternative; two, the
9 extension is consistent with municipal master
10 planning, local water system policies and
11 rules, RSA 9-B and RSA 162-C:2,V; and three,
12 the existing public water system has adequate
13 water supply and system capacity to serve the
14 problem area, DES shall order the
15 municipality, corporation or person who owns
16 the public water system to allow connection
17 to its water distribution system from the
18 identified area, regardless of existing
19 municipal or public water system service area
20 boundaries. DES found all of these things
21 and ordered exactly that. While the DES
22 certainly doesn't bind the Commission's
23 action, DES, in its order, provides all the
24 necessary facts to support the Commission

1 granting this limited franchise expansion.

2 Despite claims to their contrary,
3 the Towns of Hampton and North Hampton are
4 quite simply unaffected by the franchise
5 expansion and should have no say in this
6 matter. In fact, their involvement in this
7 matter for the last several years, and most
8 recently in this docket, has done nothing but
9 frustrate the mandate and delay
10 implementation of the DES order and impaired
11 the orderly and prompt conduct of this
12 proceeding contrary to RSA 541-A:32 by
13 raising numerous irrelevant, and unsupported
14 claims, significantly complicating this
15 docket and distracting from the very real
16 problem facing the customers of Wiggin Way
17 and the very straightforward solution of
18 making them franchised customers of Aquarion.
19 The dilatory tactics of the Towns and their
20 punitive and discriminatory proposals should
21 no longer be entertained. The customers of
22 Wiggin Way need permanent relief, and
23 Aquarion has done everything necessary and
24 appropriate in response to the DES order,

1 including bringing this petition for a
2 franchise expansion, the final regulatory
3 step needed to resolve this matter. By
4 promptly approving the Company's petition,
5 the Commission will be resolving a
6 longstanding problem for only affected
7 customers to this matter, the 43 customers of
8 Wiggin Way.

9 Nonetheless, the Towns persist with
10 these baseless claims to support a
11 discriminatory proposal that is contradicted
12 by law and the Commission-approved Aquarion
13 tariff. While the proposal for an
14 18.7 percent or any other surcharge should be
15 rejected on its face for the reasons just
16 discussed, there is also ample basis in law
17 for rejecting this proposal. RSA 378:14
18 flatly prohibits a utility to, quote, charge
19 or receive a greater or lesser or different
20 compensation for any service rendered to any
21 person, firm or corporation than the
22 compensation fixed for such service by the
23 schedules on file with the Commission and in
24 effect at the time such service is rendered,

1 end quote.

2 The service Wiggin Way will receive
3 is permanent, year-round water service only,
4 not fire protection service. So the
5 year-round water service rate is the only
6 rate permitted to be charged to Wiggin Way.
7 An 18.7 percent surcharge, or any surcharge,
8 is prohibited by law. There are no
9 provisions that would allow for it in
10 Aquarion's tariff, and such a surcharge is
11 purely discriminatory and would serve as a
12 penalty for a non-existent offense. The
13 proposed surcharges, by definition, are
14 unjust and unreasonable, and the application
15 of it to Wiggin Way would be arbitrary and
16 capricious.

17 The Towns' reliance on the
18 hypothetical that one hydrant in North
19 Hampton could theoretically be used in the
20 event of a fire to reach homes in Wiggin Way
21 is no basis for the discriminatory treatment
22 that they are proposing, and the situation is
23 no different than many other areas where
24 hydrants are in close proximity to residences

1 in adjoining towns. It is certainly no basis
2 for justifying the outlandish surcharge
3 proposal, which has not only been dispelled
4 by the other supporting facts about Wiggin
5 Way's fire protection discussed by Wiggin Way
6 and Aquarion witnesses today, and in
7 testimony, but on its own is wholly
8 unpersuasive. As discussed in detail,
9 municipal boundaries determine who pays for
10 public fire protection service. Full stop.
11 There are no circumstances that support
12 Wiggin Way paying anything related to public
13 fire protection service when there are no
14 hydrants in Wiggin Way. The Towns' claims
15 are particularly egregious when you consider
16 that the apparent objective is to gain
17 financially by holding hostage a transaction
18 intended to ameliorate a health hazard.

19 In addition, the Company's
20 witnesses thoroughly supported Aquarion's
21 calculations regarding costs incurred and
22 revenues generated by Wiggin Way, and the
23 Towns' claims to the contrary are equally
24 disingenuous. Aquarion is a regulated public

1 utility with a track record for excellent
2 operations and service. The Company has a
3 tremendous amount of experience in utility
4 accounting and is supremely qualified to make
5 the calculations presented to the Commission.
6 There is no evidence to the contrary or
7 reason to doubt them. In contrast, the
8 Towns' witnesses have no utility or
9 ratemaking experience or qualifications, and
10 the claims are unsupported by any analysis
11 and are factually incorrect. The Towns have
12 raised nothing that even suggests the
13 possibility that a subsidy prohibited by RSA
14 378:10 exists.

15 RSA 378:7 is also not at issue
16 here. The purpose of RSA 378:7 is to change
17 tariff rates, not to apply ad hoc changes to
18 existing rates to certain customers, which
19 is, as I said, prohibited by RSA 378:14.
20 There is no rate change contemplated at all
21 here. Wiggin Way is already paying the
22 year-round water service tariff rate, and
23 that is the only rate to apply. There is no
24 change needed nor any change appropriate to

1 make.

2 In summary, the Company
3 respectfully requests that the Commission
4 grant the franchise expansion, as it clearly
5 serves the public good. The facts of the
6 public good are not in dispute, so there is
7 nothing impeding an expedient grant of the
8 franchise expansion. The expansion has the
9 support of two sister agencies, and the
10 residents of Wiggin Way badly need a
11 permanent resolution for safe water and
12 adequate supply. It is undisputed that the
13 Aquarion system can provide this relief with
14 no impacts to other customers, and for these
15 reasons the Commission should approve the
16 franchise expansion. Thank you very much.

17 CHAIRMAN GOLDNER: Okay. We'll
18 take the matter under advisement and issue an
19 order. We are adjourned. Thank you.

20 (Whereupon the hearing was concluded at
21 3:21 p.m.)

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C E R T I F I C A T E

I, Susan J. Robidas, a Licensed
Shorthand Court Reporter and Notary Public
of the State of New Hampshire, do hereby
certify that the foregoing is a true and
accurate transcript of my stenographic
notes of these proceedings taken at the
place and on the date hereinbefore set
forth, to the best of my skill and ability
under the conditions present at the time.

I further certify that I am neither
attorney or counsel for, nor related to or
employed by any of the parties to the
action; and further, that I am not a
relative or employee of any attorney or
counsel employed in this case, nor am I
financially interested in this action.

(ORIGINAL CERTIFICATION FILED WITH
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Susan J. Robidas, LCR/RPR
Licensed Shorthand Court Reporter
Registered Professional Reporter
N.H. LCR No. 44 (RSA 310-A:173)

	120:4	afoul (2) 121:21;127:16	117:7	applications (1) 19:18
§	acquires (1) 111:17	AFTERNOON (4) 3:1,16;71:24;100:1	along (5) 12:24;90:24;91:16, 21;110:21	applied (5) 6:8;48:2;102:22; 118:13;127:15
\$155 (1) 106:10	acquiring (1) 20:17	again (8) 59:15;72:2,4; 80:11;102:11; 111:22;122:24;124:6	alternative (1) 129:8	apply (10) 26:17;47:12;57:23; 78:8;106:6;121:15; 122:21;124:5; 134:17,23
\$163 (1) 102:21	act (2) 114:21,23	against (1) 65:12	although (3) 35:7;62:11;63:7	appreciate (2) 66:21;116:8
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[actually (6) 8:8;81:7;91:7; 93:7;117:6;126:2	agency (1) 128:12	ameliorate (1) 133:18	approach (3) 104:4;107:21; 126:9
[Court (1) 57:7	ad (1) 134:17	agent (2) 31:11,15	Amidon (2) 65:21;69:22	approaches (1) 87:22
[No (1) 96:4	add (2) 14:23;55:17	ago (4) 41:14;59:16;73:3; 113:5	among (1) 117:24	appropriate (9) 25:10;33:8;88:22; 99:21;123:20; 125:19,21;130:24; 134:24
[sic] (2) 87:8;103:12	added (4) 20:5;50:3;106:1,7	agree (17) 6:10;48:9,16;57:4; 60:6,12;63:22;67:16, 18;77:3,11,12,13; 78:15;89:3;119:20; 124:4	amount (10) 16:13;46:24;47:22; 70:10,11,12;105:18; 106:8;116:18;134:3	approval (9) 46:12;117:15; 118:8;122:13,17; 123:12,21;124:2,13
A	Adding (4) 64:14,16,23;66:5	agreed (3) 24:9;25:12;54:6	amounts (1) 121:6	approve (2) 125:19;135:15
Abenaki (1) 118:22	addition (2) 50:20;133:19	agreement (14) 25:1;58:6,10,12, 15;59:4,9;69:13,17; 94:11;123:13,22; 124:8,14	ample (1) 131:16	approved (10) 80:1,21,24;81:3; 120:5;121:16;122:8; 125:24;126:18;128:3
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able (9) 6:22;8:2;21:2; 35:14,21;74:6;80:14; 90:19;111:6	address (2) 3:20;128:18	aid (5) 9:5;12:19;13:12; 58:6;94:10	and/or (1) 46:16	approving (2) 115:19;131:4
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