

RE: DE 24-073

PUC PREHEARING CONFERENCE

August 27, 2024



AVICORE REPORTING

15 Constitution Drive, Suite 1A • Bedford, NH 03110 • (603) 666-4100
info@avicorereporting.com • www.avicorereporting.com

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

August 27, 2024 9:03 a.m.
21 South Fruit Street
Suite 10
Concord, NH

ORIGINAL

RE: DE 24-073
OFFICE OF THE CONSUMER ADVOCATE
PETITION TO INITIATE INVESTIGATION
(Prehearing conference)

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

Sarah Fuller, Esq./PUC Legal Advisor

Tracey Russo, Clerk

APPEARANCES:

Representing Liberty Utilities:
Michael J. Sheehan, Esq.
Heather Green

Representing Residential Ratepayers:
Michael Crouse, Esq.
Office of the Consumer Advocate
Charles J. Underhill

Representing New Hampshire Dept. of Energy:
Paul B. Dexter, Esq., Legal Director
(Regulatory Support Division)
Marie-Helene Bailinson-Georges, Esq.
Jay E. Dudley

Court Reporter: Nancy J. Theroux, NH LCR No. 100

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

I N D E X

PAGE NO.

SUMMARY OF THE DOCKET BY CHAIRMAN GOLDNER 3

APPEARANCES TAKEN 5

OPENING STATEMENTS BY:

Mr. Crouse 6

Mr. Dexter 10

Mr. Sheehan 15

QUESTIONS BY CHAIRMAN GOLDNER: 25

RESPONSES TO CHAIRMAN GOLDNER'S QUESTIONS BY:

Mr. Crouse 26

Mr. Dexter 27

Mr. Sheehan 28

INTERROGATORIES OF THE COMMISSION:

By Cmsr. Chattopadhyay: 36, 41

By Chairman Goldner: 40, 42

1 P R O C E E D I N G

2 CHAIRMAN GOLDNER: Good morning. I'm
3 Chairman Dan Goldner, and I'm here with Chairman
4 Chattopadhyay.

5 This is the prehearing conference for
6 Docket No. DE 24-073. The Commission's review
7 proceeding pertaining to the Office of the Consumer
8 Advocate's petition to investigate Liberty Utilities'
9 alleged noncompliance with respect to its vegetation
10 management obligation that were outlined in DE 19-064,
11 via Order No. 26,376, June 30th, 2020.

12 The OCA filed this petition on May
13 10th, 2024. This prehearing conference is being held
14 pursuant to the order of notice issued by the
15 Commission on June 18th, 2024. The OCA filed its
16 affidavit of publication on June 28th, 2024. The New
17 Hampshire Department of Energy filed a notice of
18 appearance on June 24th, 2024, in a preliminary
19 position statement on August 13th, 2024. There have
20 been no petitions to intervene in this matter.

21 Before we take appearances, I would
22 like to welcome our court reporter, Nancy Theroux, and
23 offer the following framework for today's proceeding.

1 I would invite the OCA, the Company, and the DOE to
2 make opening statements. As a part of these opening
3 statements, I would ask that the parties address the
4 following preliminary questions:

5 One, what would be the appropriate
6 remedy for ratepayers if the Commission does, in fact,
7 find that the Company is in breach of the settlement?

8 Two, why isn't this matter being
9 considered as a part of the Liberty 2023 rate case?

10 And, three, if this matter proceeds as
11 its own investigation docket, what type of procedural
12 schedule, discovery period, do the parties anticipate?

13 Following the statements of position,
14 we may have some additional preliminary questions for
15 the parties. First, I'll just ask if there are any
16 objections to this approach.

17 Okay. Seeing none, would the parties
18 like a short break to review the questions that I
19 posed or proceed straight to opening statements?

20 MR. SHEEHAN: No request from us.

21 MR. CROUSE: No request from the OCA.

22 MR. DEXTER: Excuse me, none from the
23 Department.

1 CHAIRMAN GOLDNER: Thank you. In that
2 case, let us proceed with opening beginning with the
3 Office -- with appearances rather, beginning with the
4 Office of the Consumer Advocate.

5 MR. CROUSE: Good morning,
6 Commissioners. My name is Michael Crouse, staff
7 attorney for the OCA, representing residential
8 ratepayers in this matter. Joining me today is our
9 Director of Rate and Market Policy, Chuck Underhill.

10 CHAIRMAN GOLDNER: Very good.

11 The New Hampshire Department of Energy?

12 MR. DEXTER: Good morning,
13 Mr. Chairman, Commissioner. My name is Paul Dexter,
14 appearing on behalf of the Department of Energy. I'm
15 joined by co-counsel, Marie-Helene Bailinson, and
16 utility analyst, Jay Dudley.

17 CHAIRMAN GOLDNER: Very good. And
18 Liberty Utilities?

19 MR. SHEEHAN: Good morning,
20 Commissioners. Mike Sheehan for Liberty Utilities,
21 Granite State Electric Corp., and with me is Heather
22 Green, our manager of the vegetation management
23 programs.

1 CHAIRMAN GOLDNER: Very good. And so,
2 at this time, we can move to the statements of initial
3 position in responses to our questions, beginning with
4 the Office of Consumer Advocate.

5 MR. CROUSE: Thank you. The OCA
6 maintains the Commission is the appropriate entity to
7 carry out this investigation and has the jurisdiction
8 to address this rate issue. The OCA appreciates the
9 Department's position statement affirming the OCA's
10 petition as far as the Commission is the appropriate
11 body and that the Department should be an active
12 participant in this investigation.

13 The OCA has maintained its position
14 since the DE 24-044 vegetation docket and carried
15 forward with this petition to initiate an
16 investigation to hold Liberty Utilities accountable to
17 the settlement terms found in the DE 19-064 Settlement
18 Agreement.

19 To address the Commission's concerns,
20 questions on the procedural matter, the parties have
21 had some brief preliminary discussions.

22 With permission to approach the bench,
23 I can share what I've circulated with the parties and

1 then share some of the comments that we've had.

2 CHAIRMAN GOLDNER: Please do.

3 MR. CROUSE: I'm just noting that I
4 have some extra copies should anyone else need any.

5 The OCA has circulated this draft
6 procedural schedule last week with discussion held
7 between the Department of Energy and also in
8 consultation with Liberty Utilities. The OCA is
9 drawing inspiration and drawing parallels from Docket
10 No. DG 11-196, specifically Order No. 25,296. This is
11 a docket that took place back in 2011, but we have a
12 Commission order addressing in that docket Unitil, who
13 was self-imposing certain performance metrics pursuant
14 to a Settlement Agreement that the staff of the
15 Commission, at that time, advocated for -- pardon me
16 -- advocated for the Commission to hold Unitil
17 compliant, as well as issue civil penalties for the
18 noncompliance of those self-imposed metrics. In that
19 docket, the parties agreed to do a stipulation of
20 facts, had an exchange round of discovery and
21 testimony.

22 Specifically, on Page 2 of Order
23 No. 25,296, it discusses that while the Petitioner

1 bears the burden of proof to establish its claim, the
2 ultimate burden of proof falls upon the subject
3 utility to demonstrate its compliance with the
4 Commission order. That is consistent with RSA 365:23,
5 which states that the utility and its agents must do
6 everything necessary and proper to comply with
7 Commission orders.

8 In response to the procedural schedule
9 that's been circulated, Liberty Utilities has
10 indicated that it would like to explore the option of
11 the stipulation of facts and then discuss a briefing
12 of remedies.

13 The OCA is not opposed to that process,
14 but the OCA would seek clarification from Liberty
15 Utilities as to whether or not that contemplates a
16 hearing should be held following the briefing of
17 remedies. So the OCA believes that initially
18 addresses the Commission's initial concerns, and we'll
19 move to its opening statements.

20 As indicated at the start, the OCA is
21 seeking an investigation to hold Liberty Utilities
22 subject to the terms it agreed to in the 19-064
23 Settlement Agreement. That agreement contemplates a

1 four-year trim cycle where Liberty Utilities shall not
2 recover in excess of 2.42 million dollars from
3 ratepayers for any reason.

4 We have heard a response from Liberty
5 Utilities back in the DE 24-044 docket that should the
6 Commission hold Liberty accountable to its performance
7 metrics, that it would result in a taking.

8 The OCA agrees with the Department that
9 there would be no such taking, holding Liberty
10 Utilities compliant as is outlined in our petition.

11 Secondly, the OCA recognizes that while
12 there's an issue of noncompliance, it should be broken
13 down in two issues. First, the OCA believes that not
14 only should Liberty shareholders, who are at least not
15 its ratepayers, should be responsible for that backlog
16 of approximately 242 miles, but, additionally, that
17 pursuant to RSA 365:41 and RSA 365:42, that the
18 subject utility, Liberty, should be fined \$250,000,
19 and Liberty's CEO, Chris Hutchinson, should be find
20 \$10,000.

21 That's consistent with RSA 365:23, once
22 again, holding that Liberty and its agent should do
23 everything necessary and proper to comply with the

1 Commission order.

2 In the OCA's petition, we have
3 referenced multiple dockets since the 2019 Settlement
4 Agreement from 19-064, which contemplates that Liberty
5 is not conforming to a four-year trim cycle, cites
6 that Liberty has sworn testimony stating that it was
7 in the best interests of its customers, its
8 distribution system, and the company's interest to pay
9 that excess amount. I can provide the cite in our
10 petition for that, if needed.

11 The OCA is seeking accountability and
12 believes that a show cause proceeding is the best way
13 to go forward, but is open to briefing remedies that's
14 appropriate in this docket.

15 Thank you.

16 CHAIRMAN GOLDNER: Okay. Let's move to
17 the New Hampshire Department of Energy.

18 MR. DEXTER: Good morning,
19 Mr. Chairman.

20 The Department of Energy summarized its
21 position in this case in its August 13th comment, and
22 I can hit a few highlights here. We don't think
23 there's any controversy or doubt in this case that the

1 terms of the settlement that was reached in Liberty's
2 last rate case, DE 19-164, have not been complied
3 with. We laid out the number of miles that needed to
4 be trimmed in order for Liberty to comply with its
5 agreement and the costs that they've spent in the
6 letter. I won't repeat those numbers here. But what
7 is clear is that Liberty has collected the full amount
8 from its customers that it was allowed to collect
9 under the 19-164 settlement and has not trimmed the
10 number of miles of trees it had agreed to.

11 We pointed out that Liberty hasn't
12 collected more in the years that they spent more; and
13 in the years that they spent less, they received
14 permission to carry forward those under-spending into
15 future years, so that, from a revenue perspective, we
16 don't have any problem with Liberty's performance, in
17 that the customers have been afforded the protections
18 provided by the rate recovery cap from the 19-064
19 settlement.

20 The issue with respect to veg.
21 management from the Department's concern is the fact
22 that the actual number of miles to be trimmed weren't
23 trimmed, and that has led to a backlog.

1 And we -- we pointed out this issue as
2 far back as 2022; that we were concerned about the
3 backlog, and at that time, in that case and in the
4 subsequent interim cases, it's been established that
5 customers haven't been charged for working off that
6 backlog.

7 This case is primarily, as we see it, a
8 rate issue. In other words, who pays, either
9 through -- if utility companies are to pay for this
10 backlog, that would be through rates; and if they're
11 not, those costs would be excluded from rates.

12 This issue did come up in DE 039. That
13 was one of the questions you had at the outset. That
14 would be an appropriate place to address the backlog
15 that has built up over the last four years. And, in
16 fact, Liberty made a proposal in its case to address
17 the backlog.

18 The Department of Energy, through the
19 testimony of Mr. Dudley and our consultants, RCG, had
20 a counterproposal, if you will, or a counterplan for
21 addressing that backlog at a lower cost than Liberty
22 had proposed, and that would have been decided in DE
23 039, either through settlement or through litigation.

1 However, as the OCA pointed out when
2 they filed this petition, that case has been, I'll
3 say, put on hold for reasons completely unrelated to
4 vegetation management, and, therefore, that issue, if
5 it is to be addressed in DE 039, wouldn't happen for
6 several years.

7 Now, we, the parties in this room and
8 others, have told you that we are working towards a
9 settlement in that rate case. I don't want to go into
10 the details of that, but that settlement would be sort
11 of a short-term resolution of that docket on a global
12 basis, without getting into the various, you know,
13 hundreds of issues that were raised in that case, so I
14 wouldn't look towards any forthcoming settlement as
15 any sort of resolution to this dispute for the time
16 period of the settlement.

17 And, you know, if that settlement comes
18 together and if it's approved, this issue of backlog
19 will likely get moved to the next rate case when that
20 comes in. Therefore, we support the OCA's petition
21 going forward.

22 And I think that one way to look at
23 this is, you know, the rate case, had it been

1 completed or the next rate case, will be sort of a
2 forward-looking proceeding; whereas, the OCA's
3 petition is focusing on the last three to four years
4 during the settlement period of the last case.

5 Our primary concern is that ratepayers
6 not be asked to pay for this backlog. We believe
7 that's a rate case issue.

8 As for the civil penalties that the OCA
9 has mentioned today, those statutes certainly appear
10 on us to be in play. I don't think we are here today
11 with a position on whether or not the Company should
12 be subject to a penalty or what that penalty might be,
13 but that certainly seems to be an appropriate statute
14 to look at in this context, as the OCA has stated.

15 As for what schedule we would proceed
16 upon, I -- we look primarily to the OCA and Liberty to
17 work that schedule out, and we will chime in with
18 conflicts or whatever, but we are not going to be the
19 driving force in the schedule in this case.

20 So, in summary, we generally are
21 supportive of the OCA's position. It highlights an
22 issue that we ourselves have been highlighting for a
23 couple of years now. And we think this interim case,

1 you know, while the current rate case is addressed or
2 the next rate case comes along, is a good way to move
3 forward on this veg. management issue. Thank you.

4 CHAIRMAN GOLDNER: Thank you. We'll
5 turn now to Liberty.

6 MR. SHEEHAN: Thank you. I'll start
7 with an opening statement and then address your
8 questions.

9 The position of the OCA and the DOE
10 completely ignore context. And the context is as
11 follows: In 2006, there was a Settlement Agreement in
12 a rate case that set up the veg. management plan as we
13 know it, and that was to put a certain amount of
14 dollars in base rates that would be spent on veg.
15 management, and then any dollars above that amount
16 would be treated like a reconciling mechanism. The
17 thought being that we always spend that amount in
18 these rates on veg. management. It has always been --
19 it's always been over that amount, so it's safe to
20 embed that in distribution rates.

21 And then, to use pretend numbers,
22 100,000 over that, that we would spend -- would be
23 covered through adjustments. And some years, if we

1 spend under, that would be going forward. If we spend
2 more, we would collect it.

3 Never has veg. management been a --
4 other than a passthrough cost. It's always been
5 treated as a passthrough cost, with the distinction
6 being, for some reason, it was put in distribution
7 rates rather than kept separate, like the cost of gas
8 or the like. But it was always treated as a
9 passthrough cost reconciling to the money actually
10 spent, beginning in '06.

11 In 2014, the Commission passed new
12 electrical rules. And one of the rules, Puc 307.10,
13 changed the width of the corridor that we had to trim.
14 It said, as of 2014, that we had to be -- I always
15 forget the numbers -- we had to be eight feet sideways
16 on the wires.

17 Granite State Electric historically had
18 always maintained a six-foot-wide corridor. So the
19 moment that rule was passed, we were not compliant
20 because of our roughly 900 miles of lines, 80 or 90
21 percent of them have trees. And so we had eight or
22 900 miles of trees that were six feet, and the rules
23 said eight feet.

1 Now, the rationale of the rule was the
2 other companies traditionally had eight feet -- an
3 eight-foot corridor, so it put into rules what was in
4 place.

5 So from day one, everyone knew we were not in
6 compliance. And from day one, we were trying to chip
7 away at that backlog of a six-foot corridor. And as
8 you can imagine, it sounds like only two feet, but if
9 that corridor had been growing for a hundred years to
10 get that two feet, you're cutting down big trees, and
11 it's very expensive. It's not simply shaving the edge
12 of the existing corridor.

13 So all of the veg. management filings
14 beginning in 2014, that was on the table. We are
15 behind, and here's how we're going to work to try to
16 catch up.

17 Now, the other piece involved with all
18 the veg. management filings is the dollars that we
19 were allowed to spend, and it was always a budget. We
20 had X dollars to spend on veg. management. Never was
21 the Company told to do X work, and if you can do it
22 for less, you keep the money; and if you do it for
23 more, you have to eat the dollars, which is the

1 typical -- which is what they're arguing today. It
2 had always been a reconciling number.

3 So, more recently, with Ms. Green
4 running the program, every year we would file what she
5 called an ideal budget. And that budget would say, if
6 you want me to do the work that the rule requires and
7 that the four-year or five-year trim cycle requires,
8 or to catch up on the hazards, the big trees that were
9 left over, I need X dollars.

10 And that number never was approved. So
11 we would say the ideal budget is 4 million. Now the
12 rates allow for 2.4 million, whatever the delta was.
13 So every time we would say that, here's what we need
14 to catch up, embedded in rates was the smaller number.
15 We would max out the -- whatever overage we could do,
16 and we would do the work we could with the smaller
17 dollar amount, and that was approved year after year.

18 So, again, using hypothetical numbers,
19 we need 4 million dollars this year. The Settlement
20 Agreement, whether it's the '19 Settlement Agreement
21 or the '16 Settlement Agreement, allows for a smaller
22 amount of money. We'll spend all that money and do as
23 much as we can, but, hey, guys, we're not going to

1 catch up, because I need this much.

2 And that has been known by everyone
3 since 2014.

4 So you get to the 2019 rate case, which
5 was settled in 2020, and the language does say the
6 Company will trim to a four-year cycle. The other
7 part of the Settlement Agreement says we get \$2.2
8 million plus the 10 percent, so in effect \$2.4 million
9 to do the work.

10 That simply isn't enough. And the
11 parties knew it wasn't enough. And in every filing
12 since, we've proposed the ideal budget, which shows
13 that we need 3.5 or 4, whatever the number is, and we
14 keep moving along.

15 In effect, the Commission and the
16 parties have been acknowledging that we've been in
17 compliance and doing our best to catch up. We all
18 know that to -- if we, back in 2014, trimmed
19 everything to the eight-foot corridor, it would cost a
20 huge amount of money, and no one wanted to do that
21 either. That's just too expensive. So it's been this
22 process over time to chip away at it.

23 Now, since 2020, there have been two

1 other factors that added to the problem. One was
2 FairPoint, now Consolidated, used to contribute a
3 chunk of money towards this, in the neighborhood of a
4 half a million dollars, give or take.

5 The contract that they had with
6 Liberty, which goes back to 1980, had a provision that
7 they could simply walk out of the contract. They
8 could give notice and no longer have to participate in
9 the cost sharing.

10 It seems odd now, but that contract was
11 signed at a time when the telephone company was a
12 fully regulated utility. Cost recovery was not an
13 issue, so no one thought that anyone would ever back
14 out of that contract. They did. And they had every
15 right to.

16 That's an issue I think has been raised
17 in the petition, and you can certainly look at that
18 and confirm that FairPoint, now Consolidated, had the
19 right to terminate their cost sharing.

20 As an aside, they had different
21 contracts with the other utilities, and FairPoint did
22 similar steps, and my understanding is that's been in
23 litigation because their under contract apparently had

1 less clear language, and I know there's been a lot of
2 fight there.

3 So that happened shortly after the
4 Settlement Agreement, so we lost a half a million
5 dollars. And then you have all heard about the
6 ClearWay issue, which was a contractor that we hired
7 to begin --

8 MS. GREEN: '21.

9 MR. SHEEHAN: -- '21. I think we had
10 typically signed two-, three-, four-year contracts
11 with our primary contractor, and beginning January of
12 2021, we signed with ClearWay. And just ClearWay was
13 a new contractor for us on that cycle trim program,
14 and they had done some work for us before. They went
15 through the process through the RFP qualifications.
16 We thought they were good. They started in January of
17 '21, and within two months, they were gone. They
18 literally walked off the job. We are in litigation
19 with them now.

20 That put us behind further that year,
21 because we had a contractor leave who hadn't done much
22 work, and we had to ramp up with a replacement
23 contractor to try to catch up, at a higher cost

1 because it was the number-two bidder who took over, et
2 cetera.

3 So those two combined to make the
4 situation worse, no question. But the situation is
5 still the same that -- I guess, there's two ways to
6 look at the Company's work. One is we have a budget,
7 we spend it, get as much as we can out of those
8 dollars, period.

9 Or, and this is what the OCA and the
10 DOE are arguing, you have work you have to do. Here's
11 the money to do it. If it costs more, that's on you.

12 And our position is that's not what the
13 Settlement Agreement provided for.

14 So at the end, we have a Settlement
15 Agreement that does say the Company will complete a
16 four-year cycle, and in all honesty, we should have
17 had more language in there that said we will do our
18 best with the dollars allowed to us under the
19 Settlement Agreement.

20 And our legal argument will be that,
21 with that Settlement Agreement, you have to look at
22 the context as I described. And nothing else in that
23 Settlement Agreement changed the way that veg.

1 management had worked in prior years.

2 So we walked out of that Settlement
3 Agreement saying, we have now this many dollars to
4 spend. We'll get as much done as we can with those
5 dollars.

6 The fact that we didn't do all of the work is
7 because of, A, it wasn't enough money to begin with;
8 B, Fairway [sic] pulled some money out; C, ClearWay
9 had issues. These are all things out of our control.
10 So I think a request for fines or punishments or
11 shareholder dollars is not warranted.

12 So to -- to your questions, the remedy
13 that -- the OCA filed a petition for an investigation,
14 and an investigation typically ends with some kind of
15 report; this is what we found.

16 The Commission opened an adjudicative
17 docket, and now the OCA and DOE are supporting
18 requests for more specific remedies. I guess --
19 that's easy enough to change. You know, if that's the
20 route that the parties want to take, they have the
21 right to request that.

22 I think the remedy that you should
23 ultimately come to is that the -- that we're not -- we

1 are in compliance with the Settlement Agreement.

2 I agree with Mr. Dexter's description
3 of the implication of the existing rate case. Again,
4 if you look at that testimony, the dollars that we
5 proposed in that rate case for this work is much, much
6 higher than what the rates had been in this, to
7 illustrate the point, but I would not expect that the
8 current dispute over past years will be addressed in
9 any Settlement Agreement that we hopefully reach.

10 As far as a procedural schedule, I
11 don't think there are many facts in dispute. I think
12 there's probably a dispute over what we do with those
13 facts, but, you know, it's all the filings, it's all
14 the prior veg. management reports that we filed, the
15 orders that come out of those dockets, Settlement
16 Agreements. So it seems to me that the best approach
17 is to start with the parties agreeing to a statement
18 of facts and the Commission to decide in a legal -- I
19 think the core legal issue is, does the Settlement
20 Agreement say what the OCA alleges it says or what our
21 interpretation of that is. And once you get past that
22 hurdle, if you adopt our interpretation, that would
23 end the case. If you adopt theirs, then you could

1 turn to what's the remedy that would be appropriate.

2 So with that being sort of a threshold
3 legal issue, it seems best to go that route first and
4 then reconvene -- I don't know -- whatever the
5 Commission decides there.

6 That's all. Thank you.

7 CHAIRMAN GOLDNER: Okay. Thank you.

8 So the Commission will take around ten minutes, take a
9 break to confer, and we'll return at quarter of.

10 (Recess taken.)

11 CHAIRMAN GOLDNER: Please be seated.

12 Having heard from the parties, it
13 appears that this case has a singular initial
14 question, that question being whether or not the
15 Company is in contempt of the provision of the veg.
16 management requirements in the 2019 Settlement
17 Agreement.

18 If that is the case, the PUC would like
19 to simply convert this docket, comparable to the 2011
20 show cause docket. And I will first ask the OCA, then
21 the DOE, then the Company to weigh in on that
22 proposal.

23 MR. CROUSE: Thank you, Chairman

1 Goldner.

2 The OCA is fine with this being
3 converted to a show cause proceeding. I don't know if
4 the Commission is intending for the parties to make a
5 closing statement, but I would have two orders I would
6 like to reference in response to Attorney Sheehan's
7 narrative, if now is an appropriate time.

8 CHAIRMAN GOLDNER: Please do. We'll
9 take it now.

10 MR. CROUSE: I'm disconcerted by the
11 narrative Attorney Sheehan has presented to the
12 Commission. I'm going to draw reference to two
13 Commission orders that add significant context to the
14 context Attorney Sheehan glossed over.

15 In Docket No. DE 21-138, Tab 17, 35 to
16 36, you, Chairman Goldner, had a discussion with
17 Liberty witness, Christopher Steel. I recite this in
18 our petition on Page 6, where very specifically we
19 have sworn testimony from the agent of the utility
20 saying that: It's the right thing to do for our
21 customers, it's the right thing to do for vegetation
22 management, for the safety of our system, the safety
23 of our customers, lineworkers, and it's imperative to

1 do the work. Chairman Goldner, you just don't
2 understand, whether it's 100K, 200K, or even 649K
3 above that 2.42 million, that would come from Company
4 earnings. Those witnesses swore that is correct.
5 This was affirmed in Commission Order 26,624.

6 The second order that I want to bring
7 to your attention, Chairman Goldner, is Commission
8 Order 26,620, where Commissioner Chattopadhyay and
9 Chairman Goldner had the discussion over Consolidated
10 backing out, and ruled that this is not a ratepayer
11 concern in terms of Liberty being able to collect from
12 ratepayers due to the joint ownership of those poles.

13 I think those are two very significant
14 orders that add context, where Attorney Sheehan
15 glossed over, and I don't feel any sympathy for him
16 glossing over those orders. Thank you.

17 CHAIRMAN GOLDNER: Thank you, Attorney
18 Crouse.

19 I will move now to the New Hampshire
20 Department of Energy. The first question is relative
21 to the show cause; and the second, please -- please,
22 also comment on the OCA's points, if you wish.

23 MR. DEXTER: Yes. So as I understand,

1 the show cause proceeding would address that initial
2 legal question that you raised -- that you raised and
3 that you laid out after the break, and, yes, the
4 Department would be okay proceeding with addressing
5 that legal question.

6 As far as the OCA's points, the Department,
7 likewise, disagrees, obviously -- I think it's obvious
8 -- with Liberty's interpretation of the settlement.
9 We think the settlement is clear. We think it placed
10 an obligation on Liberty to do things within a certain
11 budget, and the fact that the ratepayer cap is
12 explicitly spelled out, we think, is unambiguous. But
13 that's what we'll address in the show cause hearing,
14 and we'll get previous settlements and previous
15 instances of settlement interpretation to support that
16 position, but we'll take that up during the course of
17 the case.

18 CHAIRMAN GOLDNER: Thank you, Attorney
19 Dexter.

20 And we'll turn now to the Company.

21 MR. SHEEHAN: Thank you. As a utility,
22 we would never want to be on the receiving end of a
23 show cause hearing. But, as a lawyer, I think that

1 probably is the best mechanism to address the issues
2 that are raised.

3 And, just briefly -- you know, we'll
4 put this out in filings. But the example Mr. Crouse
5 just mentioned with Mr. Steel, that was a situation
6 where the Company knowingly spent more than the
7 budget, and, in that one instance, did not seek
8 recovery of it.

9 I'll also note that that year, we still
10 did not meet the language requirements that were on
11 it, so it was a situation where, for whatever reason,
12 that couple -- those dollars were spent, and we knew
13 that we wouldn't get recovery of it.

14 Our position, it sets no precedent, and
15 it didn't change the fundamental nature of the veg.
16 management. Again, that's something I'm sure we will
17 be seeing soon.

18 CHAIRMAN GOLDNER: So thank you.

19 And final question, pending any questions
20 from Commissioner Chattopadhyay, is a question
21 addressed to the Department. The PUC rules for
22 electric service are in the final stages of being
23 permanently split. Puc 307.10 will come under the

1 exclusive jurisdiction of the DOE. Is the DOE's
2 Enforcement Division ready to provide testimony on the
3 six- to eight-foot history and any accommodations made
4 to the Company?

5 MR. DEXTER: You mean testimony in this
6 case?

7 CHAIRMAN GOLDNER: Yes.

8 MR. DEXTER: Yeah, but I don't think
9 they're ready today. I think we could be made ready.

10 CHAIRMAN GOLDNER: I'm really asking if
11 you would be prepared to address that in the course of
12 this docket.

13 MR. DEXTER: The history of the
14 widening of -- yeah, of course, the folks that were
15 involved with that are no longer at the DOE, but we'll
16 do our best to come up with the legislative history
17 and whatever we have behind the rulemaking, but I
18 don't -- you know, I -- I don't think the rule is
19 ambiguous at all. We understand that it was a new
20 rule and that it changed the width of the corridor. I
21 don't think that's in dispute. But, sure, we'll --
22 we'll make available whatever resources we have if
23 it's useful to the proceeding, sure.

1 CHAIRMAN GOLDNER: And you would agree
2 that it's under the jurisdiction of the DOE?

3 MR. DEXTER: Yes, I believe -- let me
4 check with my co-counsel for a second.

5 Yes, those rules have not yet been
6 enacted, the DM 300 rules, but they're in the works
7 for this fall, and our understanding is that 307.10
8 will be something that falls under the jurisdiction of
9 the Department, not the Commission.

10 CHAIRMAN GOLDNER: Okay. And -- and
11 just to wrap up on that question, would the Department
12 be prepared -- maybe rephrasing the question a little
13 bit -- would the Department be prepared to discuss the
14 accommodations that the PUC/DOE have made to Liberty
15 in the past years relative to the six- to eight-foot
16 issue?

17 MR. DEXTER: Yeah. And, again, every
18 year, as long as I have been here, which is almost
19 nine years, there has been a VMP plan filing in the
20 fall and a VMP reconciliation filing in the spring.
21 And I believe, in the context of this case -- I did a
22 little bit of that in the letter that we put in for
23 August 13th. I went through those cases since the

1 19-064 settlement, just to refresh my memory as to
2 what had gone on.

3 And I think now, given Liberty's
4 interpretation of the settlement and the context that
5 Attorney Sheehan talked about, how this has always
6 been understood as a passthrough, I think those prior
7 reconciliation and cases are going to have to be
8 looked at to see if he was right.

9 I don't think so, but I didn't go
10 beyond the 19-064. For us, the 19-064 settlement is
11 crystal clear, and it's contrary to the interpretation
12 that Liberty has set out.

13 I am curious about how the 19-064
14 settlement compares to the equivalent settlement in
15 2016, so we'll look at that, and we'll look at the
16 veg. management cases that fell in under those. And
17 prior to 2016, I'll have to do some digging, but I
18 believe the process that I got involved in in 2016 had
19 been in place since the -- I forget which merger it
20 is, but I think it was the National Grid -- and I
21 forget, but I think 2006 is the -- I think Mr. Sheehan
22 is right; that's when the plan started.

23 My understanding, from what I was told,

1 is that embedding a certain amount of veg. management
2 in base rates was to address some reliability issues
3 that were occurring in what's now, you know, Liberty's
4 service territory. At the time, Liberty wasn't a
5 utility then. And I recall that there was a
6 reliability component of that settlement, both which
7 were designed to increase the reliability of the
8 system. And every year, there was reporting done on
9 reliability statistics and spending, and this and
10 that.

11 So, yes, I believe we will be in a
12 position to go through all of that history in the
13 context of this case.

14 CHAIRMAN GOLDNER: Thank you, Attorney
15 Dexter.

16 OCA, any comment on this particular
17 topic?

18 MR. CROUSE: I think the OCA is in
19 alignment with the Department. We can take a look
20 back and verify what Attorney Sheehan has represented.
21 But, as the Department stated, the 19-064 Settlement
22 Agreement plainly states four-year trim cycle, not to
23 recover in excess of 2.42 million for any reason,

1 including reconciling mechanisms or otherwise, so --

2 I think it's interesting that Attorney
3 Sheehan has not cited specific orders, case numbers,
4 docket numbers, that would help to add to the
5 credibility of this context that he claims. I mean,
6 it would be useful in terms of rebutting or drafting
7 anything in preparation. But we'll certainly do our
8 due diligence to verify.

9 CHAIRMAN GOLDNER: Thank you.

10 And turning now to Liberty and Attorney
11 Sheehan.

12 MR. SHEEHAN: Sure. All of your orders
13 and history are in writing, and I didn't think this
14 was the time to make the citations, but it will all
15 bear out.

16 I think, when you look back, you will
17 find that the program was established in '06, and the
18 subsequent rate cases, for the most part, just changed
19 the dollar amount in the embedded rate, and the
20 program continues largely as it is.

21 As far as the rulemaking, I can tell
22 you we filed comments in the DOE rulemaking asking
23 that the Commission -- that the Department return to a

1 "not less than six-foot corridor" to help address the
2 issue. That hasn't been acted on yet, but we did make
3 that specific request, citing this history of the
4 Company.

5 The one thing I had left out of my
6 statement before was the taking piece. The theory is
7 very simple. The Commission passed a rule requiring
8 an eight-foot corridor, and the Company had to spend
9 money to do that. We should be able to recover that
10 money. If we're not provided recovery of the money to
11 meet the six-foot corridor, that would be a taking.

12 Similarly, the order approving the
13 Settlement Agreement said four-year cycle, but the
14 Commission should also make sure the Company gets paid
15 to complete the four-year cycle, and we weren't. So
16 that's the taking, in a sentence.

17 CHAIRMAN GOLDNER: Okay. Thank you,
18 Attorney Sheehan.

19 I'll turn now to Commissioner
20 Chattopadhyay to see if there are any additional
21 questions.

22 CMSR. CHATTOPADHYAY: I mean, if this
23 is the PUC and then the kind of discussions we are

1 having, this docket being converted to show cause and
2 all of that, I -- so what I'm going to share -- it may
3 be somewhat moot, but it does matter to me, when I'm
4 going to look at this -- look at what happens or
5 transpires as we move on.

6 Just out of curiosity, this 242 miles
7 backlog, is it, sort of, increasing every year?

8 And, number two, we keep talking about
9 the six-foot versus eight-foot issue. How much of
10 that -- you know, the mindset we are talking about,
11 how much is the six-foot to eight-foot issue still,
12 you know, creating that problem?

13 And so this is probably part of the
14 information that will come in later, but that's what I
15 am thinking of right now.

16 MR. SHEEHAN: I'm happy to give you a
17 high-level response.

18 CMSR. CHATTOPADHYAY: I would
19 appreciate it.

20 MR. SHEEHAN: Okay. When -- let's
21 assume we're going -- we have a ten-mile stretch we
22 are going to work on this week, and it's not been
23 touched for a while, so it presumably is roughly at

1 the six-foot corridor.

2 Two things happen with the
3 tree-trimming contractor. The first is they shave --
4 will shave the trees. I call it a vertical lawnmower.
5 They're not cutting big things. They're just trimming
6 the trees to try to get the eight feet.

7 The way the industry works cost-wise
8 is, if a tree is over a certain size, it doesn't fall
9 into the trimming bucket; it falls into a removal
10 bucket. And one threshold is four-and-a-half inches,
11 and another threshold is nine. So the trimming
12 contractor will get X dollars per mile to shave the
13 trees. And then for every big enough tree that is
14 itemized, because it's over four inches or over nine
15 inches, then that gets added to the list. So it's
16 \$10,000 for a mile. Plus we had 42 four-inch trees
17 and 16 six-inch trees, whatever it is. That all gets
18 added up to the cost.

19 What's happened is, we haven't had the
20 money to do those removals, they call it, of the
21 particular trees. So we'll shave, try to get that
22 eight-foot corridor, but we're leaving behind a bunch
23 of trees that we should have pulled out but didn't

1 have the money to do so. And that's part of the
2 removal that gets referenced in this conversation.

3 To answer your question, we're doing
4 our best to get to the eight feet, but we're leaving a
5 lot behind of these bigger trees. And, of course,
6 they grow, and it becomes -- you know, starts to
7 compound.

8 I don't know if that answers your
9 question, but it gives you a picture of how it works.

10 CMSR. CHATTOPADHYAY: That's helpful, I
11 think, for now.

12 The other comment that I have is
13 really, ultimately, the utility is required to provide
14 reliable service, and -- I mean, the way I look at
15 rate cases, when you have a line for how much money
16 would be spent on vegetable -- sorry -- vegetation
17 management, it's -- it's -- it doesn't mean that you
18 don't spend additional money to make sure the system
19 remains reliable.

20 You know, that's -- so there may be
21 times when you're spending more just to ensure that
22 you have a reliable system. So I am struggling as to
23 the point about a passthrough. I mean, is it

1 necessarily a passthrough, and I'm just going to leave
2 it there.

3 I think what you meant was based --
4 around the cap, there may be some passthrough, but --

5 MR. SHEEHAN: Right. I think --

6 CMSR. CHATTOPADHYAY: Reconciliation,
7 that's what you're talking about.

8 MR. SHEEHAN: Right. I think that the
9 -- the logic behind embedding X dollars in
10 distribution rates -- and I don't know this for sure,
11 so take the caveat, is that I think Unifund fell way
12 behind in its trimming many, many years ago, and they
13 did not have any dollars earmarked for veg.
14 management.

15 As happens in a business, various
16 actions competing for dollars, and veg. management
17 kept losing out, so the money simply wasn't being
18 spent, and there was no trimming done.

19 And the solution was, okay, we're going
20 to give you this much in base rates, but it has to be
21 spent on veg. management.

22 I think that's the genesis for the
23 structure we have now. And if your base rates are 15

1 million, two of it has to be veg. management. That's
2 just to make sure the Company doesn't fall behind.

3 I think that's how we ended up here.
4 And then the extra is the reconciliation piece.

5 CMSR. CHATTOPADHYAY: Thank you.

6 CHAIRMAN GOLDNER: Okay. Just one
7 final question, so I'll address this question to the
8 Consumer Advocate first.

9 So the schedule that you handed us at
10 the outset, would you propose any changes to this
11 proposed schedule if we're converting -- if this is
12 converted to a show cause?

13 MR. CROUSE: Thank you for the
14 opportunity to respond.

15 When I looked at DG 11-196, I
16 referenced the procedural schedule order referenced at
17 the start. I can provide that citation again if
18 needed. But I contemplated that this provided the
19 fair opportunity for the subject utility, Liberty, to
20 respond and demonstrate compliance as a show cause
21 proceeding would offer.

22 And should the parties want some sort
23 of record development in the instance that a

1 stipulation of facts could not be agreed to, or if
2 agreed to a certain extent, with the need for
3 testimony, the initial feedback I've received from
4 Liberty is that a briefing of remedies might be best
5 appropriate.

6 From the perspective of the OCA, we're
7 flexible. We're just looking to hold Liberty
8 accountable to the performance metrics it willingly
9 entered into.

10 Should the Commission think that the
11 opportunity for discovery and testimony is needed,
12 that seemed to be an appropriate schedule modeled off
13 of what happened in DG 11-196, but we're open to
14 briefing remedies as well.

15 CHAIRMAN GOLDNER: Commission
16 Chattopadhyay, did you want to add something?

17 CMSR. CHATTOPADHYAY: Since you -- yes.
18 Since you mentioned briefing on remedies, that you're
19 also amenable to that -- this is just a minor comment.
20 I mean, it is impossible that something like this --
21 this procedural schedule should have a place for a
22 settlement date? I'm just -- I -- I'm not a lawyer,
23 so I'm --

1 MR. CROUSE: If there's an opportunity
2 for settlement, I think that could be worked in at any
3 time, even if it wasn't quite literally included.
4 This is just a draft preliminary conversation between
5 the parties. I don't think, at this time, anyone has
6 agreed to anything formally. I'm just updating the
7 Commission on what that preliminary conversation would
8 look like.

9 CMSR. CHATTOPADHYAY: Okay. Thank you.

10 CHAIRMAN GOLDNER: I'll just ask the
11 same question of the Department. Is there -- are
12 there any -- would you propose any modifications of
13 the -- this schedule if converting to a show cause?

14 MR. DEXTER: So I sense from the
15 Commission's question that you were talking about our
16 preliminary legal issue, and so I don't know that this
17 schedule contemplates the preliminary legal issue. So
18 maybe that's something the parties can talk about,
19 whether or not we want to do this legal briefing on
20 the -- on whether or not, in our view -- in the
21 various parties' view, whether or not Liberty violated
22 the Settlement Agreement. I understand that to be the
23 preliminary issue that you laid out after the break.

1 CHAIRMAN GOLDNER: Correct.

2 MR. DEXTER: And so, you know, that's
3 going to be -- that's going to be a combination of
4 looking at old orders, looking at old performance, and
5 then, you know, putting together an argument. All of
6 that information is probably available, although it's
7 going to take some time to go through the various past
8 cases and settlements.

9 So I guess if I were starting from
10 scratch and we were going to address that question
11 first, I might leave a long period of time, you know,
12 between today and when that argument would be -- would
13 be laid out.

14 And then -- and, yeah, I guess I'd want
15 to talk to the parties about that, in light of what
16 we've learned today, whether or not it's appropriate
17 to just deal with this without discovery and testimony
18 and just go right to what's, essentially, a brief on
19 the key issue, and then figure out where we go from
20 there after.

21 CHAIRMAN GOLDNER: That makes sense.
22 Would you -- could you suggest a period of time that
23 would be appropriate for addressing that preliminary

1 issue?

2 MR. DEXTER: Oh, I think six to eight
3 weeks would be helpful.

4 CHAIRMAN GOLDNER: Okay. Okay. Let's
5 turn to the Company for any comments relative to a
6 schedule.

7 MR. SHEEHAN: I generally agree with
8 what Mr. Dexter just said.

9 CHAIRMAN GOLDNER: Okay. OCA, just to
10 complete the circle?

11 MR. CROUSE: The OCA is amenable to
12 Paul Dexter's suggestion.

13 CHAIRMAN GOLDNER: Okay. Thank you.
14 All right. I'll just check now to see if there's
15 anything else we need to cover today. Okay.

16 Seeing none, the Commission will issue
17 a prehearing order in the near future regarding the
18 matters presented today, and thank you.

19 We are adjourned.

20 (Whereupon, the proceeding
21 adjourned at 10:15 a.m.)

22

23

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

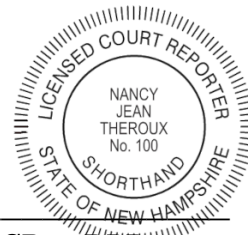
C E R T I F I C A T E

I, Nancy J. Theroux, Licensed Court Reporter in and for the State of New Hampshire, do hereby certify that the proceedings in the above-entitled cause, held on Tuesday, the 27th of August 2024, were stenographically reported and later reduced to print through computer-aided transcription, and the foregoing is a full and true record of said proceedings.

I further certify that I am neither attorney or counsel for, nor related to or employed by, any of the parties to this 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.

THE FOREGOING CERTIFICATION OF THIS TRANSCRIPT DOES NOT APPLY TO ANY REPRODUCTION of the SAME BY ANY MEANS UNLESS UNDER THE DIRECT CONTROL AND/OR DIRECTION OF THE CERTIFYING COURT REPORTER

Nancy J. Theroux



Nancy J. Theroux, LCR, RPR
N.H. LCR No. 100 (RSA 331-B)

<hr/>	\$	<hr/>	26,376 3:11	addresses 8:18	attention 27:7	case 4:9 5:2 10:21,23 11:2 12:3,7,16 13:2, 9,13,19,23 14:1,4,7, 19,23 15:1,2,12 19:4 24:3,5,23 25:13,18 28:17 30:6 31:21 33:13 34:3
\$10,000 9:20 37:16		26,620 27:8		addressing 7:12 12:21 28:4 43:23	attorney 5:7 26:6,11, 14 27:14,17 28:18 32:5 33:14,20 34:2, 10 35:18	cases 12:4 31:23 32:7,16 34:18 38:15 43:8
\$2.2 19:7		26,624 27:5		adjourned 44:19,21	August 3:19 10:21 31:23	catch 17:16 18:8,14 19:1,17 21:23
\$2.4 19:8		28th 3:16		adjudicative 23:16	<hr/>	caveat 39:11
\$250,000 9:18		<hr/>	<hr/>	adjustments 15:23	B	CEO 9:19
<hr/>	0	3		adopt 24:22,23	back 7:11 9:5 12:2 19:18 20:6,13 33:20 34:16	cetera 22:2
039 12:12,23 13:5		3.5 19:13		Advocate 5:4 6:4 40:8	backlog 9:15 11:23 12:3,6,10,14,17,21 13:18 14:6 17:7 36:7	Chairman 3:2,3 5:1, 10,13,17 6:1 7:2 10:16,19 15:4 25:7, 11,23 26:8,16 27:1, 7,9,17 28:18 29:18 30:7,10 31:1,10 33:14 34:9 35:17 40:6 41:15 42:10 43:1,21 44:4,9,13
06 16:10 34:17		300 31:6		Advocate's 3:8	based 39:3	change 23:19 29:15
<hr/>	1	307.10 16:12 29:23 31:7		advocated 7:15,16	basis 13:12	changed 16:13 22:23 30:20 34:18
10 19:8		30th 3:11		affidavit 3:16	bear 34:15	charged 12:5
100,000 15:22		35 26:15		affirmed 27:5	bears 8:1	Chattopadhyay 3:4 27:8 29:20 35:20,22 36:18 38:10 39:6 40:5 41:16,17 42:9
100K 27:2		36 26:16		affirming 6:9	begin 21:7 23:7	check 31:4 44:14
10:15 44:21		365:23 8:4 9:21		afforded 11:17	beginning 5:2,3 6:3 16:10 17:14 21:11	chime 14:17
10th 3:13		365:41 9:17		agent 9:22 26:19	behalf 5:14	chip 17:6 19:22
11-196 7:10 40:15 41:13		365:42 9:17		agents 8:5	believes 8:17 9:13 10:12	Chris 9:19
13th 3:19 10:21 31:23		<hr/>	<hr/>	agree 24:2 31:1 44:7	bench 6:22	Christopher 26:17
15 39:23		4		agreed 7:19 8:22 11:10 41:1,2 42:6	bidder 22:1	Chuck 5:9
16 18:21 37:17		<hr/>		agreeing 24:17	big 17:10 18:8 37:5, 13	chunk 20:3
17 26:15		6		agreement 6:18 7:14 8:23 10:4 11:5 15:11 18:20,21 19:7 21:4 22:13,15,19,21,23 23:3 24:1,9,20 25:17 33:22 35:13 42:22	bigger 38:5	circle 44:10
18th 3:15		649K 27:2		Agreements 24:16	bit 31:13,22	circulated 6:23 7:5 8:9
19 18:20		<hr/>		agrees 9:8	body 6:11	citation 40:17
19-064 3:10 6:17 8:22 10:4 11:18 32:1,10, 13 33:21		8		alignment 33:19	breach 4:7	citations 34:14
19-164 11:2,9		80 16:20		alleged 3:9	break 4:18 25:9 28:3 42:23	cite 10:9
1980 20:6		<hr/>		alleges 24:20	briefing 8:11,16 10:13 41:4,14,18 42:19	cited 34:3
<hr/>	2	9		allowed 11:8 17:19 22:18	briefly 29:3	cites 10:5
2 7:22		90 16:20		ambiguous 30:19	bring 27:6	citing 35:3
2.4 18:12		900 16:20,22		amenable 41:19 44:11	broken 9:12	civil 7:17 14:8
2.42 9:2 27:3 33:23		<hr/>		amount 10:9 11:7 15:13,15,17,19 18:17,22 19:20 33:1 34:19	bucket 37:9,10	claim 8:1
2006 15:11 32:21		A		analyst 5:16	budget 17:19 18:5,11 19:12 22:6 28:11 29:7	claims 34:5
200K 27:2		a.m. 44:21		answers 38:8	built 12:15	clarification 8:14
2011 7:11 25:19		accommodations 30:3 31:14		anticipate 4:12	bunch 37:22	clear 11:7 21:1 28:9 32:11
2014 16:11,14 17:14 19:3,18		accountability 10:11		apparently 20:23	burden 8:1,2	Clearway 21:6,12 23:8
2016 32:15,17,18		accountable 6:16 9:6 41:8		appearance 3:18	business 39:15	closing 26:5
2019 10:3 19:4 25:16		acknowledging 19:16		appearances 3:21 5:3	<hr/>	CMSR 35:22 36:18 38:10 39:6 40:5 41:17 42:9
2020 3:11 19:5,23		acted 35:2		appearing 5:14	call 37:4,20	co-counsel 5:15 31:4
2021 21:12		actions 39:16		appears 25:13	called 18:5	collect 11:8 16:2 27:11
2022 12:2		active 6:11		appreciates 6:8	cap 11:18 28:11 39:4	collected 11:7,12
2023 4:9		actual 11:22		approach 4:16 6:22 24:16	carried 6:14	
2024 3:13,15,16,18, 19		add 26:13 27:14 34:4 41:16		approved 13:18 18:10,17	carry 6:7 11:14	
21 21:8,9,17		added 20:1 37:15,18		approving 35:12		
21-138 26:15		additional 4:14 35:20 38:18		approximately 9:16		
24-044 6:14 9:5		additionally 9:16		arguing 18:1 22:10		
24-073 3:6		address 4:3 6:8,19 12:14,16 15:7 28:1, 13 29:1 30:11 33:2 35:1 40:7 43:10		argument 22:20 43:5,12		
242 9:16 36:6		addressed 13:5 15:1 24:8 29:21		assume 36:21		
24th 3:18						
25,296 7:10,23						

combination 43:3	23 10:4 42:17		DOE 4:1 15:9 22:10 23:17 25:21 30:1,15 31:2 34:22	existing 17:12 24:3
combined 22:3	contempt 25:15	D		expect 24:7
comment 10:21 27:22 33:16 38:12 41:19	context 14:14 15:10 22:22 26:13,14 27:14 31:21 32:4 33:13 34:5	Dan 3:3	DOE's 30:1	expensive 17:11 19:21
comments 7:1 34:22 44:5	continues 34:20	date 41:22	dollar 18:17 34:19	explicitly 28:12
Commission 3:15 4:6 6:6,10 7:12,15, 16 8:4,7 9:6 10:1 16:11 19:15 23:16 24:18 25:5,8 26:4, 12,13 27:5,7 31:9 34:23 35:7,14 41:10, 15 42:7 44:16	contract 20:5,7,10, 14,23	day 17:5,6	dollars 9:2 15:14,15 17:18,20,23 18:9,19 20:4 21:5 22:8,18 23:3,5,11 24:4 29:12 37:12 39:9,13,16	explore 8:10
Commission's 3:6 6:19 8:18 42:15	contractor 21:6,11, 13,21,23 37:3,12	DE 3:6,10 6:14,17 9:5 11:2 12:12,22 13:5 26:15	doubt 10:23	extent 41:2
Commissioner 5:13 27:8 29:20 35:19	contracts 20:21 21:10	deal 43:17	draft 7:5 42:4	extra 7:4 40:4
Commissioners 5:6, 20	contrary 32:11	decide 24:18	drafting 34:6	<hr/> F <hr/>
companies 12:9 17:2	contribute 20:2	decides 25:5	draw 26:12	fact 4:6 11:21 12:16 23:6 28:11
company 4:1,7 14:11 17:21 19:6 20:11 22:15 25:15,21 27:3 28:20 29:6 30:4 35:4,8,14 40:2 44:5	control 23:9	delta 18:12	drawing 7:9	factors 20:1
company's 10:8 22:6	controversy 10:23	demonstrate 8:3 40:20	driving 14:19	facts 7:20 8:11 24:11,13,18 41:1
comparable 25:19	conversation 38:2 42:4,7	Department 3:17 4:23 5:11,14 6:11 7:7 9:8 10:17,20 12:18 27:20 28:4,6 29:21 31:9,11,13 33:19,21 34:23 42:11	Dudley 5:16 12:19	fair 40:19
compares 32:14	convert 25:19	Department's 6:9 11:21	due 27:12 34:8	Fairpoint 20:2,18,21
competing 39:16	converted 26:3 36:1 40:12	description 24:2	<hr/> E <hr/>	Fairway 23:8
complete 22:15 35:15 44:10	converting 40:11 42:13	designed 33:7	earmarked 39:13	fall 31:7,20 37:8 40:2
completed 14:1	copies 7:4	details 13:10	earnings 27:4	falls 8:2 31:8 37:9
completely 13:3 15:10	core 24:19	development 40:23	easy 23:19	feedback 41:3
compliance 8:3 17:6 19:17 24:1 40:20	Corp 5:21	Dexter 4:22 5:12,13 10:18 27:23 28:19 30:5,8,13 31:3,17 33:15 42:14 43:2 44:2,8	eat 17:23	feel 27:15
compliant 7:17 9:10 16:19	correct 27:4 43:1	Dexter's 24:2 44:12	edge 17:11	feet 16:15,22,23 17:2,8,10 37:6 38:4
complied 11:2	corridor 16:13,18 17:3,7,9,12 19:19 30:20 35:1,8,11 37:1,22	DG 7:10 40:15 41:13	effect 19:8,15	fell 32:16 39:11
comply 8:6 9:23 11:4	cost 12:21 16:4,5,7,9 19:19 20:9,12,19 21:23 37:18	digging 32:17	eight-feet 30:3 36:9, 11	fight 21:2
component 33:6	cost-wise 37:7	diligence 34:8	eight-foot 17:3 19:19 31:15 35:8 37:22	figure 43:19
compound 38:7	costs 11:5 12:11 22:11	Director 5:9	electric 5:21 16:17 29:22	file 18:4
concern 11:21 14:5 27:11	counterplan 12:20	disagrees 28:7	electrical 16:12	filed 3:12,15,17 13:2 23:13 24:14 34:22
concerned 12:2	counterproposal 12:20	disconcerted 26:10	embed 15:20	filing 19:11 31:19,20
concerns 6:19 8:18	couple 14:23 29:12	discovery 4:12 7:20 41:11 43:17	embedded 18:14 34:19	filings 17:13,18 24:13 29:4
confer 25:9	court 3:22	discuss 8:11 31:13	embedding 33:1 39:9	final 29:19,22 40:7
conference 3:5,13	cover 44:15	discusses 7:23	enacted 31:6	find 4:7 9:19 34:17
confirm 20:18	covered 15:23	discussion 7:6 26:16 27:9	end 22:14 24:23 28:22	fine 26:2
conflicts 14:18	creating 36:12	discussions 6:21 35:23	ended 40:3	fined 9:18
conforming 10:5	credibility 34:5	dispute 13:15 24:8, 11,12 30:21	ends 23:14	fines 23:10
considered 4:9	Crouse 4:21 5:5,6 6:5 7:3 25:23 26:10 27:18 29:4 33:18 40:13 42:1 44:11	distinction 16:5	Energy 3:17 5:11,14 7:7 10:17,20 12:18 27:20	five-year 18:7
consistent 8:4 9:21	crystal 32:11	distribution 10:8 15:20 39:10	Enforcement 30:2	flexible 41:7
Consolidated 20:2, 18 27:9	curiosity 36:6	distrubution 16:6	ensure 38:21	focusing 14:3
consultants 12:19	current 15:1 24:8	Division 30:2	entered 41:9	folks 30:14
consultation 7:8	customers 10:7 11:8, 17 12:5 26:21,23	DM 31:6	embedding 33:1 39:9	force 14:19
Consumer 3:7 5:4 6:4 40:8	cutting 17:10 37:5	docket 3:6 4:11 6:14 7:9,11,12,19 9:5 10:14 13:11 23:17 25:19,20 26:15 30:12 34:4 36:1	enacted 31:6	forget 16:15 32:19,21
contemplated 40:18	cycle 9:1 10:5 18:7 19:6 21:13 22:16 33:22 35:13,15	dockets 10:3 24:15	end 22:14 24:23 28:22	formally 42:6
contemplates 8:15,			ended 40:3	forthcoming 13:14
			ends 23:14	forward 6:15 10:13 11:14 13:21 15:3 16:1
			Energy 3:17 5:11,14 7:7 10:17,20 12:18 27:20	forward-looking 14:2
			Enforcement 30:2	found 6:17 23:15
			ensure 38:21	four-and-a-half 37:10
			entered 41:9	four-inch 37:16
			entity 6:6	four-year 9:1 10:5 18:7 19:6 21:10 22:16 33:22 35:13, 15
			equivalent 32:14	framework 3:23
			essentially 43:18	
			establish 8:1	
			established 12:4 34:17	
			excess 9:2 10:9 33:23	
			exchange 7:20	
			excluded 12:11	
			exclusive 30:1	
			Excuse 4:22	

full 11:7
 fully 20:12
 fundamental 29:15
 future 11:15 44:17

G

gas 16:7
 generally 14:20 44:7
 genesis 39:22
 give 20:4,8 36:16
 39:20
 global 13:11
 glossed 26:14 27:15
 glossing 27:16
 Goldner 3:2,3 5:1,10,
 17 6:1 7:2 10:16
 15:4 25:7,11 26:1,8,
 16 27:1,7,9,17 28:18
 29:18 30:7,10 31:1,
 10 33:14 34:9 35:17
 40:6 41:15 42:10
 43:1,21 44:4,9,13
 good 3:2 5:5,10,12,
 17,19 6:1 10:18 15:2
 21:16
 Granite 5:21 16:17
 Green 5:22 18:3 21:8
 Grid 32:20
 grow 38:6
 growing 17:9
 guess 22:5 23:18
 43:9,14
 guys 18:23

H

half 20:4 21:4
 Hampshire 3:17 5:11
 10:17 27:19
 handed 40:9
 happen 13:5 37:2
 happened 21:3 37:19
 41:13
 happy 36:16
 hazards 18:8
 heard 9:4 21:5 25:12
 hearing 8:16 28:13,
 23
 Heather 5:21
 held 3:13 7:6 8:16
 helpful 38:10 44:3
 hey 18:23
 high-level 36:17
 higher 21:23 24:6
 highlighting 14:22
 highlights 10:22
 14:21
 hired 21:6
 historically 16:17
 history 30:3,13,16
 33:12 34:13 35:3

hit 10:22
 hold 6:16 7:16 8:21
 9:6 13:3 41:7
 holding 9:9,22
 honesty 22:16
 huge 19:20
 hundred 17:9
 hundreds 13:13
 hurdle 24:22
 Hutchinson 9:19
 hypothetical 18:18

I

ideal 18:5,11 19:12
 ignore 15:10
 illustrate 24:7
 imagine 17:8
 imperative 26:23
 implication 24:3
 impossible 41:20
 inches 37:10,14,15
 included 42:3
 including 34:1
 increase 33:7
 increasing 36:7
 industry 37:7
 information 36:14
 43:6
 initial 6:2 8:18 25:13
 28:1 41:3
 initially 8:17
 initiate 6:15
 inspiration 7:9
 instance 29:7 40:23
 instances 28:15
 intending 26:4
 interest 10:8
 interesting 34:2
 interests 10:7
 interim 12:4 14:23
 interpretation 24:21,
 22 28:8,15 32:4,11
 intervene 3:20
 investigate 3:8
 investigation 4:11
 6:7,12,16 8:21
 23:13,14
 invite 4:1
 involved 17:17 30:15
 32:18
 issue 6:8 7:17 9:12
 11:20 12:1,8,12
 13:4,18 14:7,22 15:3
 20:13,16 21:6 24:19
 25:3 31:16 35:2
 36:9,11 42:16,17,23
 43:19 44:1,16
 issued 3:14
 issues 9:13 13:13
 23:9 29:1 33:2

itemized 37:14

J

January 21:11,16
 Jay 5:16
 job 21:18
 joined 5:15
 Joining 5:8
 joint 27:12
 June 3:11,15,16,18
 jurisdiction 6:7 30:1
 31:2,8

K

key 43:19
 kind 23:14 35:23
 knew 17:5 19:11
 29:12
 knowingly 29:6

L

laid 11:3 28:3 42:23
 43:13
 language 19:5 21:1
 22:17 29:10
 largely 34:20
 lawnmower 37:4
 lawyer 28:23 41:22
 learned 43:16
 leave 21:21 39:1
 43:11
 leaving 37:22 38:4
 led 11:23
 left 18:9 35:5
 legal 22:20 24:18,19
 25:3 28:2,5 42:16,
 17,19
 legislative 30:16
 letter 11:6 31:22
 Liberty 3:8 4:9 5:18,
 20 6:16 7:8 8:9,14,
 21 9:1,4,6,9,14,18,
 22 10:4,6 11:4,7,11
 12:16,21 14:16 15:5
 20:6 26:17 27:11
 28:10 31:14 32:12
 33:4 34:10 40:19
 41:4,7 42:21
 Liberty's 9:19 11:1,
 16 28:8 32:3 33:3
 light 43:15
 likewise 28:7
 lines 16:20
 lineworkers 26:23
 list 37:15
 literally 21:18 42:3
 litigation 12:23 20:23
 21:18
 logic 39:9
 long 31:18 43:11

longer 20:8 30:15
 looked 32:8 40:15
 losing 39:17
 lost 21:4
 lot 21:1 38:5
 lower 12:21

M

made 12:16 30:3,9
 31:14
 maintained 6:13
 16:18
 maintains 6:6
 make 4:2 22:3 26:4
 30:22 34:14 35:2,14
 38:18 40:2
 makes 43:21
 management 3:10
 5:22 11:21 13:4
 15:3,12,15,18 16:3
 17:13,18,20 23:1
 24:14 25:16 26:22
 29:16 32:16 33:1
 38:17 39:14,16,21
 40:1
 manager 5:22
 Marie-helene 5:15
 Market 5:9
 matter 3:20 4:8,10
 5:8 6:20 36:3
 matters 44:18
 max 18:15
 meant 39:3
 mechanism 15:16
 29:1
 mechanisms 34:1
 meet 29:10 35:11
 memory 32:1
 mentioned 14:9 29:5
 41:18
 merger 32:19
 metrics 7:13,18 9:7
 41:8
 Michael 5:6
 Mike 5:20
 mile 37:12,16
 miles 9:16 11:3,10,22
 16:20,22 36:6
 million 9:2 18:11,12,
 19 19:8 20:4 21:4
 27:3 33:23 40:1
 mindset 36:10
 minor 41:19
 minutes 25:8
 modeled 41:12
 modifications 42:12
 moment 16:19
 money 16:9 17:22
 18:22 19:20 20:3
 22:11 23:7,8 35:9,10
 37:20 38:1,15,18
 39:17

months 21:17
 moot 36:3
 morning 3:2 5:5,12,
 19 10:18
 move 6:2 8:19 10:16
 15:2 27:19 36:5
 moved 13:19
 moving 19:14
 multiple 10:3

N

Nancy 3:22
 narrative 26:7,11
 National 32:20
 nature 29:15
 necessarily 39:1
 needed 10:10 11:3
 40:18 41:11
 neighborhood 20:3
 noncompliance 3:9
 7:18 9:12
 note 29:9
 notice 3:14,17 20:8
 noting 7:3
 number 11:3,10,22
 18:2,10,14 19:13
 36:8
 number-two 22:1
 numbers 11:6 15:21
 16:15 18:18 34:3,4

O

objections 4:16
 obligation 3:10 28:10
 obvious 28:7
 OCA 3:12,15 4:1,21
 5:7 6:5,8,13 7:5,8
 8:13,14,17,20 9:8,
 11,13 10:11 13:1
 14:8,14,16 15:9 22:9
 23:13,17 24:20
 25:20 26:2 33:16,18
 41:6 44:9,11
 OCA's 6:9 10:2 13:20
 14:2,21 27:22 28:6
 occurring 33:3
 odd 20:10
 offer 3:23 40:21
 Office 3:7 5:3,4 6:4
 open 10:13 41:13
 opened 23:16
 opening 4:2,19 5:2
 8:19 15:7
 opportunity 40:14,19
 41:11 42:1
 opposed 8:13
 option 8:10
 order 3:11,14 7:10,
 12,22 8:4 10:1 11:4
 27:5,6,8 35:12 40:16
 44:17

orders 8:7 24:15
26:5,13 27:14,16
34:3,12 43:4

outlined 3:10 9:10

outset 12:13 40:10

overage 18:15

ownership 27:12

P

paid 35:14

parallels 7:9

pardon 7:15

part 4:2,9 19:7 34:18
36:13 38:1

participant 6:12

participate 20:8

parties 4:3,12,15,17
6:20,23 7:19 13:7
19:11,16 23:20
24:17 25:12 26:4
40:22 42:5,18 43:15

parties' 42:21

passed 16:11,19
35:7

passthrough 16:4,5,
9 32:6 38:23 39:1,4

past 24:8,21 31:15
43:7

Paul 5:13 44:12

pay 10:8 12:9 14:6

pays 12:8

penalties 7:17 14:8

penalty 14:12

pending 29:19

percent 16:21 19:8

performance 7:13
9:6 11:16 41:8 43:4

period 4:12 13:16
14:4 22:8 43:11,22

permanently 29:23

permission 6:22
11:14

perspective 11:15
41:6

pertaining 3:7

petition 3:8,12 6:10,
15 9:10 10:2,10
13:2,20 14:3 20:17
23:13 26:18

Petitioner 7:23

petitions 3:20

picture 38:9

piece 17:17 35:6 40:4

place 7:11 12:14 17:4
32:19 41:21

plainly 33:22

plan 15:12 31:19
32:22

play 14:10

point 24:7 38:23

pointed 11:11 12:1
13:1

points 27:22 28:6

poles 27:12

Policy 5:9

posed 4:19

position 3:19 4:13
6:3,9,13 10:21
14:11,21 15:9 22:12
28:16 29:14 33:12

precedent 29:14

prehearing 3:5,13
44:17

preliminary 3:18 4:4,
14 6:21 42:4,7,16,
17,23 43:23

preparation 34:7

prepared 30:11
31:12,13

presented 26:11
44:18

pretend 15:21

previous 28:14

primarily 12:7 14:16

primary 14:5 21:11

prior 23:1 24:14 32:6,
17

problem 11:16 20:1
36:12

procedural 4:11 6:20
7:6 8:8 24:10 40:16
41:21

proceed 4:19 5:2
14:15

proceeding 3:7,23
10:12 14:2 26:3
28:1,4 30:23 40:21
44:20

proceeds 4:10

process 8:13 19:22
21:15 32:18

program 18:4 21:13
34:17,20

programs 5:23

proof 8:1,2

proper 8:6 9:23

proposal 12:16 25:22

propose 40:10 42:12

proposed 12:22
19:12 24:5 40:11

protections 11:17

provide 10:9 30:2
38:13 40:17

provided 11:18 22:13
35:10 40:18

provision 20:6 25:15

publication 3:16

Puc 16:12 25:18
29:21,23 35:23

PUC/DOE 31:14

pulled 23:8 37:23

punishments 23:10

pursuant 3:14 7:13
9:17

put 13:3 15:13 16:6
17:3 21:20 29:4
31:22

putting 43:5

Q

qualifications 21:15

quarter 25:9

question 22:4 25:14
27:20 28:2,5 29:19,
20 31:11,12 38:3,9
40:7 42:11,15 43:10

questions 4:4,14,18
6:3,20 12:13 15:8
23:12 29:19 35:21

R

raised 13:13 20:16
28:2 29:2

ramp 21:22

rate 4:9 5:9 6:8 11:2,
18 12:8 13:9,19,23
14:1,7 15:1,2,12
19:4 24:3,5 34:18,19
38:15

ratepayer 27:10
28:11

ratepayers 4:6 5:8
9:3,15 14:5 27:12

rates 12:10,11 15:14,
18,20 16:7 18:12,14
24:6 33:2 39:10,20,
23

rationale 17:1

RCG 12:19

reach 24:9

reached 11:1

ready 30:2,9

reason 9:3 16:6
29:11 33:23

reasons 13:3

rebutting 34:6

recall 33:5

received 11:13 41:3

receiving 28:22

recently 18:3

recess 25:10

recite 26:17

recognizes 9:11

reconciliation 31:20
32:7 39:6 40:4

reconciling 15:16
16:9 18:2 34:1

reconvene 25:4

record 40:23

recover 9:2 33:23
35:9

recovery 11:18 20:12
29:8,13 35:10

reference 26:6,12

referenced 10:3 38:2
40:16

refresh 32:1

regulated 20:12

relative 27:20 31:15
44:5

reliability 33:2,6,7,9

reliable 38:14,19,22

remains 38:19

remedies 8:12,17
10:13 23:18 41:4,14,
18

remedy 4:6 23:12,22
25:1

removal 37:9 38:2

removals 37:20

repeat 11:6

rephrasing 31:12

replacement 21:22

report 23:15

reporter 3:22

reporting 33:8

reports 24:14

represented 33:20

representing 5:7

request 4:20,21
23:10,21 35:3

requests 23:18

required 38:13

requirements 25:16
29:10

requires 18:6,7

requiring 35:7

residential 5:7

resolution 13:11,15

resources 30:22

respect 3:9 11:20

respond 40:14,20

response 8:8 9:4
26:6 36:17

responses 6:3

responsible 9:15

result 9:7

return 25:9 34:23

revenue 11:15

review 3:6 4:18

RFP 21:15

room 13:7

roughly 16:20 36:23

round 7:20

route 23:20 25:3

RSA 8:4 9:17,21

rule 16:19 17:1 18:6
30:18,20 35:7

ruled 27:10

rulemaking 30:17
34:21,22

rules 16:12,22 17:3
29:21 31:5,6

running 18:4

S

safe 15:19

safety 26:22

schedule 4:12 7:6
8:8 14:15,17,19
24:10 40:9,11,16
41:12,21 42:13,17
44:6

scratch 43:10

seated 25:11

seek 8:14 29:7

seeking 8:21 10:11

self-imposed 7:18

self-imposing 7:13

sense 42:14 43:21

sentence 35:16

separate 16:7

service 29:22 33:4
38:14

set 15:12 32:12

sets 29:14

settled 19:5

settlement 4:7 6:17
7:14 8:23 10:3 11:1,
9,19 12:23 13:9,10,
14,16,17 14:4 15:11
18:19,20,21 19:7
21:4 22:13,14,19,21,
23 23:2 24:1,9,15,19
25:16 28:8,9,15
32:1,4,10,14 33:6,21
35:13 41:22 42:2,22

settlements 28:14
43:8

share 6:23 7:1 36:2

shareholder 23:11

shareholders 9:14

sharing 20:9,19

shave 37:3,4,12,21

shaving 17:11

Sheehan 4:20 5:19,
20 15:6 21:9 26:11,
14 27:14 28:21 32:5,
21 33:20 34:3,11,12
35:18 36:16,20 39:5,
8 44:7

Sheehan's 26:6

short 4:18

short-term 13:11

shortly 21:3

show 10:12 25:20
26:3 27:21 28:1,13,
23 36:1 40:12,20
42:13

shows 19:12

sic 23:8

sideways 16:15

signed 20:11 21:10,
12

significant 26:13
27:13

similar 20:22

Similarly 35:12
simple 35:7
simply 17:11 19:10
 20:7 25:19 39:17
singular 25:13
situation 22:4 29:5,
 11
six- 30:3 31:15
six-feet 36:9,11
six-foot 17:7 35:1,11
 37:1
six-foot-wide 16:18
six-inch 37:17
size 37:8
smaller 18:14,16,21
solution 39:19
sort 13:10,15 14:1
 25:2 36:7 40:22
sounds 17:8
specific 23:18 34:3
 35:3
specifically 7:10,22
 26:18
spelled 28:12
spend 15:17,22 16:1
 17:19,20 18:22 22:7
 23:4 35:8 38:18
spending 33:9 38:21
spent 11:5,12,13
 15:14 16:10 29:6,12
 38:16 39:18,21
split 29:23
spring 31:20
staff 5:6 7:14
stages 29:22
start 8:20 15:6 24:17
 40:17
started 21:16 32:22
starting 43:9
starts 38:6
State 5:21 16:17
stated 14:14 33:21
statement 3:19 6:9
 15:7 24:17 26:5 35:6
statements 4:2,3,13,
 19 6:2 8:19
states 8:5 33:22
stating 10:6
statistics 33:9
statute 14:13
statutes 14:9
Steel 26:17 29:5
steps 20:22
stipulation 7:19 8:11
 41:1
straight 4:19
stretch 36:21
structure 39:23
struggling 38:22
subject 8:2,22 9:18

14:12 40:19
subsequent 12:4
 34:18
suggest 43:22
suggestion 44:12
summarized 10:20
summary 14:20
support 13:20 28:15
supporting 23:17
supportive 14:21
swore 27:4
sworn 10:6 26:19
sympathy 27:15
system 10:8 26:22
 33:8 38:18,22

T

Tab 26:15
table 17:14
taking 9:7,9 35:6,11,
 16
talk 42:18 43:15
talked 32:5
talking 36:8,10 39:7
 42:15
telephone 20:11
ten 25:8
ten-mile 36:21
terminate 20:19
terms 6:17 8:22 11:1
 27:11 34:6
territory 33:4
testimony 7:21 10:6
 12:19 24:4 26:19
 30:2,5 41:3,11 43:17
theory 35:6
Theroux 3:22
thing 26:20,21 35:5
things 23:9 28:10
 37:2,5
thinking 36:15
thought 15:17 20:13
 21:16
three- 21:10
threshold 25:2
 37:10,11
time 6:2 7:15 12:3
 13:15 18:13 19:22
 20:11 26:7 33:4
 34:14 42:3,5 43:7,
 11,22
times 38:21
today 5:8 14:9,10
 18:1 30:9 43:12,16
 44:15,18
today's 3:23
told 13:8 17:21 32:23
topic 33:17
touched 36:23
traditionally 17:2

transpires 36:5
treated 15:16 16:5,8
tree 37:8,13
tree-trimming 37:3
trees 11:10 16:21,22
 17:10 18:8 37:4,6,
 13,16,17,21,23 38:5
trim 9:1 10:5 16:13
 18:7 19:6 21:13
 33:22
trimmed 11:4,9,22,23
 19:18
trimming 37:5,9,11
 39:12,18
turn 15:5 25:1 28:20
 35:19 44:5
turning 34:10
two- 21:10
type 4:11
typical 18:1
typically 21:10 23:14

U

ultimate 8:2
ultimately 23:23
 38:13
unambiguous 28:12
under-spending
 11:14
Underhill 5:9
understand 27:2,23
 30:19 42:22
understanding 20:22
 31:7 32:23
understood 32:6
Until 7:12,16 39:11
unrelated 13:3
updating 42:6
utilities 5:18,20 6:16
 7:8 8:9,15,21 9:1,5,
 10 20:21
Utilities' 3:8
utility 5:16 8:3,5 9:18
 12:9 20:12 26:19
 28:21 33:5 38:13
 40:19

V

veg 11:20 15:3,12,14,
 18 16:3 17:13,18,20
 22:23 24:14 25:15
 29:15 32:16 33:1
 39:13,16,21 40:1
vegetable 38:16
vegetation 3:9 5:22
 6:14 13:4 26:21
 38:16
verify 33:20 34:8
versus 36:9
vertical 37:4
view 42:20,21

violated 42:21
VMP 31:19,20

W

walk 20:7
walked 21:18 23:2
wanted 19:20
warranted 23:11
ways 22:5
week 7:6 36:22
weeks 44:3
weigh 25:21
widening 30:14
width 16:13 30:20
willingly 41:8
wires 16:16
witnesses 27:4
words 12:8
work 14:17 17:15,21
 18:6,16 19:9 21:14,
 22 22:6,10 23:6 24:5
 27:1 36:22

worked 23:1 42:2
working 12:5 13:8
works 31:6 37:7 38:9
worse 22:4
wrap 31:11
writing 34:13

Y

year 18:4,17,19
 21:20 29:9 31:18
 33:8 36:7
years 11:12,13,15
 12:15 13:6 14:3,23
 15:23 17:9 23:1 24:8
 31:15,19 39:12