

**Docket No. UG-200112 - Vol. III**

**WUTC v. Puget Sound Energy**

**July 15, 2020**



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BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

WASHINGTON UTILITIES AND ) DOCKET NO. UG-200112 TRANSPORTATION COMMISSION,)

Complainant, )

vs. )

PUGET SOUND ENERGY, )

Respondent. )

TELEPHONIC SETTLEMENT HEARING, VOLUME III Pages 70-110 CHAIR DANNER, COMMISSIONERS RENDAHL AND BALASBAS, JUDGE HOWARD AND JUDGE PEARSON

July 15, 2020

9:30 a.m.

Washington Utilities and Transportation Commission 621 Woodland Square Loop Southeast Lacey, Washington 98503

REPORTED BY: TAYLER GARLINGHOUSE, CCR 3358

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\* \* \* \* \*

A P P E A R A N C E S

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1 LACEY, WASHINGTON; JULY 15, 2020  
 2 9:30 A.M.  
 3 --o0o--  
 4 P R O C E E D I N G S  
 5  
 6 JUDGE HOWARD: Let's be on the record.  
 7 Today is Wednesday, July 15th, 2020, at 9:30 a.m. We're  
 8 here today for a settlement hearing in Docket UG-200112,  
 9 which is captioned Washington Utilities and  
 10 Transportation Commission versus Puget Sound Energy.  
 11 My name is Michael Howard. I am an  
 12 administrative law judge with the Commission. I'm  
 13 joined today by Administrative Law Judge Rayne Pearson,  
 14 Chair Dave Danner, Commissioner Ann Rendahl, and  
 15 Commissioner Jay Balasbas.  
 16 Let's start by taking short form appearances  
 17 beginning with the Company. Could we have an appearance  
 18 for PSE?  
 19 MR. STEELE: Good morning, Your Honor and  
 20 Commissioners. My name is David Steele, with Perkins  
 21 Coie, on behalf of Puget Sound Energy. And with me is  
 22 my colleague, Sheree Carson, also with Perkins Coie, for  
 23 PSE.  
 24 JUDGE HOWARD: Thank you, Mr. Steele.  
 25 Could we have an appearance for Staff?

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1 MR. ROBERSON: Good morning, Judge Howard.  
 2 My name is Jeff Roberson. I'm an assistant attorney  
 3 general representing Commission Staff.  
 4 JUDGE HOWARD: Thank you.  
 5 And could we have an appearance for Public  
 6 Counsel?  
 7 MS. PAISNER: Yes, this is Ann Paisner. I'm  
 8 the assistant attorney general for the Public Counsel  
 9 Unit in the Washington State Office of the Attorney  
 10 General.  
 11 JUDGE HOWARD: Thank you.  
 12 On the issue of the evidence and exhibits  
 13 that have been submitted so far, are the parties willing  
 14 to stipulate to the admission of the prefiled exhibits  
 15 and testimony in this docket?  
 16 MR. ROBERSON: Staff will stipulate to the  
 17 admission of those exhibits.  
 18 MR. STEELE: Same for PSE.  
 19 MS. PAISNER: And also for Public Counsel.  
 20 JUDGE HOWARD: Thank you.  
 21 Then all prefiled testimony and exhibits are  
 22 admitted, and I'll provide a copy of the exhibit list to  
 23 the court reporter so it can be made part of the record.  
 24 (All prefiled exhibits and testimony  
 25 admitted.)

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1 JUDGE HOWARD: Next, I'd like to ask if the  
 2 parties intend to give an opening statement in support  
 3 of the settlement?  
 4 MR. ROBERSON: Yes, I will be delivering  
 5 opening remarks on behalf of the parties with  
 6 potentially some supplementation by both PSE and Public  
 7 Counsel.  
 8 JUDGE HOWARD: All right. Mr. Roberson, if  
 9 you'd like to begin, feel free to go ahead.  
 10 MR. ROBERSON: Good morning, Chairman  
 11 Danner, Commissioner Rendahl, Commissioner Balasbas,  
 12 Judge Pearson, and Judge Howard. As Judge Howard has  
 13 already noted, in front of the Commission this morning  
 14 is a settlement to resolve all issues in Docket  
 15 UG-200112, which concerns PSE's application to  
 16 discontinue its rental service and sell that leasing  
 17 service to Grand HVAC Leasing.  
 18 This settlement is in some sense years in  
 19 the making. As Mr. Einstein notes in his prefiled  
 20 testimony, both PSE and its corporate predecessors have  
 21 offered leasing services for decades. As Mr. Einstein  
 22 also notes, those services have long been contentious.  
 23 In 1971, a challenge to one of those programs reached  
 24 the State Supreme Court and as recently as 2016, this  
 25 Commission held a full adjudication concerning potential

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1 expansion of PSE's leasing program.  
 2 In its final order resolving PSE's 2017  
 3 general rate case, the Commission approved a settlement  
 4 that required the parties to engage in discussions about  
 5 the future of the leasing program. The parties held  
 6 those discussions, and afterwards, PSE determined that  
 7 the way forward was to sell the leasing program.  
 8 Mr. Einstein's testimony details the process PSE went  
 9 through to generate buyers and how to select  
 10 [inaudible]. This settlement is effectively the  
 11 culmination of that process.  
 12 The settlement before the Commission does  
 13 four main things. It authorizes PSE to sell the leasing  
 14 program to GHL, it provides for detailed communications  
 15 between PSE and its customers. Those communications  
 16 will provide information helpful to customers in order  
 17 to make an informed decision about whether to continue  
 18 leasing through GHL, including the cost of purchasing  
 19 the water heating from PSE, payment plan options,  
 20 comparison of PSE and GHL's leasing terms, and  
 21 information about customer obligations if they decide to  
 22 purchase their water heater.  
 23 The third thing this settlement does is  
 24 provide for an additional payment plan option for  
 25 customers who wish to terminate their participation in

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1 the leasing program and purchase their water heater.  
 2 That payment plan option allows customers to spread the  
 3 cost of the water heater over a 12-month period without  
 4 accruing interest.  
 5 And finally, this settlement preserves all  
 6 parties' abilities to make argument about the proper  
 7 treatment or gains and losses from the sale when PSE  
 8 files for final treatment of those gains or losses.  
 9 WAC 40-07-740 governs the Commission's  
 10 review of the settlement. Under that provision, the  
 11 Commission will approve the settlement if its terms  
 12 comply with applicable law and adoption of the  
 13 settlement is in the public interest.  
 14 The parties before you urge the  
 15 Commission -- or urge the Commission to approve the  
 16 settlement as consistent with both of those  
 17 requirements. With regard to the first requirement,  
 18 which concerns the consistency of applicable laws, the  
 19 parties submit that the settlement complies with public  
 20 service laws and all other relevant laws. For example,  
 21 the settlement gives effect to WAC -- or -- or sorry,  
 22 RCW 80.12.020's requirement that PSE obtain an order  
 23 authorizing a sale of any property necessary or useful  
 24 to its public duties before completing the sale.  
 25 With regard to the second prong, which is

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1 the public service prong, or the public interest prong,  
 2 the settlement is in the public interest for at least  
 3 three reasons. First, the settlement authorizes PSE to  
 4 sell the leasing program to GHIL, a provider that has  
 5 made guarantees offering customers great stability and  
 6 which is also committed to guarantees concerning --  
 7 concerning service law.  
 8 Second, the detailed communication between  
 9 PSE and its customers will provide customers with the  
 10 information that they need to make a fully informed  
 11 choice about whether or not to terminate their  
 12 participation in the leasing program or whether to  
 13 continue leasing.  
 14 And third, the settlement expands customers,  
 15 including low income customers, payment plan options,  
 16 which should make it easier for customers who wish to  
 17 purchase their water heater, make it easier for them to  
 18 do so.  
 19 Given that the settlement complies with the  
 20 criteria for approval under WAC 40-07-740, the parties  
 21 request the Commission approve it without condition.  
 22 If the Commission has no questions for me,  
 23 I'll yield the floor to Mr. Steele and Ms. Paisner in  
 24 case they have other thoughts.  
 25 JUDGE HOWARD: Thank you, Mr. Roberson.

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1 Are there any questions for Mr. Roberson  
 2 before we give the other parties an opportunity to  
 3 supplement the opening remarks if they wish?  
 4 COMMISSIONER RENDAHL: Not from me, thank  
 5 you.  
 6 CHAIR DANNER: No for me. Let's hear from  
 7 the others.  
 8 JUDGE HOWARD: Would PSE or Public Counsel  
 9 like to add to the opening remarks?  
 10 MR. STEELE: Your Honor, PSE has just a few  
 11 comments to add on. PSE agrees with the comments made  
 12 by Mr. Roberson and supports the settlement in this  
 13 proceeding in its whole. Over the last year or so, PSE  
 14 has worked extremely hard to close the water heater  
 15 rental service in a manner that maximizes customer  
 16 choice and minimizes the disruption to customers.  
 17 PSE's application and the settlement in this  
 18 proceeding achieved these objectives. The settlement in  
 19 this proceeding was a highly collaborative and  
 20 cooperative process aimed where it should be, ensuring  
 21 customers fully understand the sale and transition  
 22 process to GHIL. Indeed, nearly all of the changes  
 23 agreed to in the settlement focus on improving and  
 24 enhancing the customer transition process.  
 25 As set forth in the application and

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1 supporting testimony, PSE strongly believes that selling  
 2 the service to GHIL is in the best interest of PSE and  
 3 its customers and it's consistent with the public  
 4 interest.  
 5 Before the Commission today on behalf of PSE  
 6 is William Einstein, PSE's director of product  
 7 development and growth, and Susan Free, PSE's director  
 8 of revenue requirement and regulatory compliance. Both  
 9 are available for questions. Their qualifi- -- their  
 10 qualifications are included with their prefiled direct  
 11 testimony.  
 12 Again, PSE fully supports the settlement and  
 13 asks that the Commission approve the settlement today  
 14 without condition. Thank you.  
 15 JUDGE HOWARD: Thank you, Mr. Steele.  
 16 Would -- are there any questions for  
 17 Mr. Steele?  
 18 Hearing none, would the Public Counsel like  
 19 to make any remarks at this time?  
 20 MS. PAISNER: I just want to make a couple  
 21 remarks. Public Counsel is -- also agrees with the  
 22 statements made by Mr. Roberson and supports the  
 23 settlement in full that was filed on May 22nd, 2020.  
 24 Public Counsel sees this settlement agreement as  
 25 focussing on providing and clarifying information

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1 regarding options to customers during the sale  
 2 transition period. And as I just stated, we support the  
 3 settlement in full.  
 4 I do at some point, because we did not  
 5 submit testimony on the record in writing, I do want to  
 6 make sure that I have the opportunity to introduce my  
 7 witness and her -- so that she can provide her  
 8 qualifications on the record.  
 9 JUDGE HOWARD: Certainly, Ms. Paisner.  
 10 We'll -- we'll give both Staff and Public Counsel the  
 11 opportunity to introduce their witnesses.  
 12 Any questions for Public Counsel? Okay.  
 13 Hearing none, let's move on to calling the witnesses.  
 14 Because this is a virtual hearing, let's have -- first  
 15 have the witnesses identify themselves and the party  
 16 they're appearing for beginning with the witness -- the  
 17 two witnesses for Puget Sound Energy. Then I will swear  
 18 in the witnesses at the same time and we will hear  
 19 testimony from the witnesses together as a panel.  
 20 And also I ask that the witnesses turn on  
 21 the -- their video while they are -- they are  
 22 testifying, and the party representatives can  
 23 temporarily turn off their video feeds.  
 24 So can we have introductions from the PSE  
 25 witnesses?

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1 MR. EINSTEIN: Good morning. This is Will  
 2 Einstein. I'm the director of product development and  
 3 growth for Puget Sound Energy.  
 4 MS. FREE: Good morning. This is Susan  
 5 Free. I am the director of revenue requirements and  
 6 regulatory compliance for PSE.  
 7 JUDGE HOWARD: Thank you.  
 8 And could we have the witness for Staff?  
 9 MS. O'CONNELL: Good morning. This is  
 10 Elizabeth O'Connell, regulatory analyst from Staff.  
 11 JUDGE HOWARD: Thank you.  
 12 And could have the witness for Public  
 13 Counsel?  
 14 MS. CHASE: Good morning. My name is  
 15 Stephanie Chase, and I'm regulatory analyst with the  
 16 Public Counsel Unit of the Washington State Office of  
 17 the Attorney General.  
 18 JUDGE HOWARD: Thank you.  
 19 I will swear in each of you here at the same  
 20 time. Please stand and raise your right hand.  
 21 (Witness panel sworn.)  
 22 JUDGE HOWARD: Thank you. You may be  
 23 seated.  
 24 And as -- as we noted, Public Counsel and  
 25 Staff have requested an opportunity to introduce their

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1 witnesses and set forth their qualifications on the  
 2 record. Puget Sound Energy has done this in the  
 3 petition filed earlier in this docket.  
 4 So let's begin with allowing Public Counsel  
 5 a brief opportunity to set forth their witness's  
 6 qualifications.  
 7 MS. PAISNER: Thank you, Judge Howard. This  
 8 is Ann Paisner.  
 9  
 10 EXAMINATION  
 11 BY MS. PAISNER:  
 12 **Q. Ms. Chase, please state your name for the record  
 13 and spell your last name.**  
 14 A. My name is Stephanie Chase. My last name is  
 15 spelled C-h-a-s-e.  
 16 **Q. Thank you.**  
 17 **And by whom are you employed?**  
 18 A. I am employed by the Public Counsel Unit of the  
 19 Washington State Attorney General's Office as a  
 20 regulatory analyst.  
 21 **Q. Thank you.**  
 22 **What is your occupation?**  
 23 A. I'm a regulatory analyst with the Public Counsel  
 24 Unit.  
 25 **Q. And on whose behalf are you testifying?**

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1 A. I am testifying today on behalf of the Public  
 2 Counsel Unit.  
 3 **Q. Thank you.**  
 4 **Please describe your education.**  
 5 A. I have a JD from the University of Wisconsin Law  
 6 School and a master's in public affairs from the La  
 7 Follette School of Public Affairs at the University of  
 8 Wisconsin-Madison. I also have a bachelor's degree in  
 9 political science from South Dakota State University in  
 10 Brookings, South Dakota.  
 11 **Q. Thank you.**  
 12 **Please describe your experience.**  
 13 A. Prior to joining Public Counsel, I worked as an  
 14 associate attorney with the Environmental Law and Policy  
 15 Center in the Madison, Wisconsin office. I -- as an  
 16 associate attorney, I worked on a variety of legal and  
 17 policy matters related to energy and environmental  
 18 issues in Wisconsin, North Dakota, and South Dakota. My  
 19 work representing -- at ELPC, my work included  
 20 representing the organization along with senior  
 21 attorneys in general utility rate cases and transmission  
 22 siting cases in front of the Wisconsin Public Service  
 23 Commission. And prior to that, I have also worked as a  
 24 research assistant on consumer and financial product  
 25 protection for Michael Collins at the University of

1 Wisconsin-Madison.  
 2 Since joining Public Counsel in January of this  
 3 year, I have worked on a variety of energy and  
 4 transportation matters. I was the analyst in the Super  
 5 Friends moving company complaint and the -- the  
 6 Washington Movers Help Restitution. I'm also currently  
 7 working on the natural -- Cascade Natural Gas general  
 8 rate case as well as the Clean Energy Transformation Act  
 9 rulemaking dockets and the AML rulemaking docket.

10 I also represent Public Counsel on PSE's  
 11 Conservation Resource Advisory Group as well as the  
 12 technical group for the IRP and for PacifiCorp's DSM low  
 13 income advisory groups and then their IRP group as well.  
 14 And I also completed the Public Utilities Reports  
 15 Principles of Public Utility Operations and Management  
 16 guide course in May of 2020.

17 **Q. Thank you, Ms. Chase.**

18 **Does Public Counsel support the settlement that**  
 19 **was filed on May 22nd, 2020, in this docket?**

20 A. Yes, Public Counsel does support the settlement  
 21 agreement because as PSE has decided to sell the water  
 22 heater rental program, it's -- it's in the public  
 23 interest to wrap up the program in a way that informs  
 24 customers and enables them to make the best choice for  
 25 their situation and for a number of the consumer

1 **Q. Could you please provide an overview of your**  
 2 **educational background?**

3 A. Yes, I have a Bachelor's in science -- of  
 4 Science in economics specializing in banks and finance  
 5 from the Universidad Central de Venezuela in Caracas,  
 6 Venezuela. I also have a Master's of Business  
 7 Administration in international oil and gas management  
 8 for -- from the University of Dundee in the United  
 9 Kingdom. I -- in 2016, I graduated from the University  
 10 of Washington in Seattle with an accounting diploma.

11 **Q. Could you describe any training you've received**  
 12 **to help you carry out your duties as a regulatory**  
 13 **analyst?**

14 A. Yes, I -- I participated in the regulatory  
 15 training from the University of New Mexico in 2016 among  
 16 other trainings in various areas of the regulatory -- in  
 17 regulatory aspects.

18 **Q. And have you testified before the Commission**  
 19 **previously?**

20 A. Yeah, I've testified in multiple general rate  
 21 cases in -- but most notably and most relevant for this  
 22 case, I provided testimony related to the leases --  
 23 leasing case from PSE Docket UE-151871 and UG-151872 in  
 24 2016. And I was also the Staff witness for the general  
 25 rate case 17 -- UE-170033, UG-170032 addressing the

1 protections that have been enumerated by Mr. Roberson,  
 2 Mr. Steele, and by you.

3 MS. PAISNER: Thank you. I have no further  
 4 questions.

5 JUDGE HOWARD: Would Staff like to introduce  
 6 their witness?

7 MR. ROBERSON: Thank you, Judge Howard.

8  
 9 **E X A M I N A T I O N**

10 BY MR. ROBERSON:

11 **Q. Ms. O'Connell, would you state your full name**  
 12 **and spell your last name for the record?**

13 A. Yes, my name is Elizabeth O'Connell. My last  
 14 name is spelled O, apostrophe, C-o-n-n-e-l-l.

15 **Q. Who is your employer?**

16 A. I am employed by the Washington Utilities and  
 17 Transportation Commission.

18 **Q. What position do you hold at the Commission?**

19 A. I'm a regulatory analyst in the energy  
 20 regulation section of the regulatory services division.

21 **Q. What are your duties as a regulatory analyst?**

22 A. I'm on various duties. I'm responsible for  
 23 financial and accounting analysis, auditing records of  
 24 regulated companies, rate design, cost of service, among  
 25 other reviews for compliance purposes.

1 rental program.

2 MR. ROBERSON: And at this point, I would  
 3 like to make Ms. O'Connell available for questions from  
 4 the Bench.

5 JUDGE HOWARD: Thank you.

6 At this point, we'll open up to questions  
 7 from the Commissioners.

8 COMMISSIONER RENDAHL: Good morning. This  
 9 is -- this is Commissioner Rendahl, and I have a few  
 10 questions for both PSE and the other parties.

11 So, Mr. Weinstein -- Mr. Einstein, you  
 12 called in to the public comment hearing, correct?

13 MR. EINSTEIN: Yes, that is correct.

14 COMMISSIONER RENDAHL: Okay. So you heard  
 15 the concerns that a number of the customers raised at  
 16 the public comment hearing. Do you believe that the  
 17 settlement terms and the actions outlined in the  
 18 customer transition plan including the additional  
 19 documents provided in response to the bench request will  
 20 address all of these concerns the customers raised?

21 MR. EINSTEIN: Yes, I do believe they will  
 22 address the concerns the customers raised on that -- at  
 23 that particular hearing.

24 COMMISSIONER RENDAHL: And what in  
 25 particular do you think will -- will provide

1 customers -- will reduce their concerns about the  
2 change, a new entity, and whether that entity is going  
3 to be financially secure and provide the customer  
4 service that they're used to experiencing with PSE and  
5 PSE's contractors?

6 MR. EINSTEIN: So I would say that the --  
7 can you hear me? I'm hearing a bit of an echo, so I  
8 just want to make sure.

9 COMMISSIONER RENDAHL: I'm hearing you.  
10 It's probably my -- I will reduce my sound.

11 MR. EINSTEIN: Okay. No, that's fine.  
12 Thank you.

13 At the public hearing that was held on May  
14 18th -- on June 18th, excuse me, was the beginning of  
15 the process to approve the request to -- by the Company  
16 to sell the business. It wasn't the beginning of the  
17 process that the Company is going through to work with  
18 GHIL to transition customers and provide them with the  
19 choices that we believe they need to have in order to  
20 decide how they want to participate in a program going  
21 forward.

22 As you saw in the documents that we filed as  
23 part of the bench request, we have a very extensive  
24 customer transition and communication plan that has been  
25 agreed to with GHIL and is actually part of the asset

1 with Staff. I -- I agree with what Mr. Einstein just  
2 described. I think the settlement provides a lot of  
3 terms and a lot of resources that customers can use for  
4 making sure they feel comfortable with this transition.  
5 Their -- I truly believe that this is the best vehicle  
6 for PSE to terminate or phase out their program.

7 The settlement as- -- the settlement  
8 provides not only for customers -- conditions for  
9 customers to stay with their leasing program, but also  
10 conditions in ways that they can move out of the program  
11 or buy out their contract if they truly feel  
12 uncomfortable with this transition.

13 Also, the quality of service, I think it's  
14 pretty much the -- the company GHIL has committed to  
15 maintain the level of quality of service, and from the  
16 evidence that was submitted in the record, I believe  
17 that we have seen enough that the Company is capable to  
18 provide that kind of quality of service. And on top of  
19 that, we recently -- the Company submitted their  
20 response to bench request stating that the Company  
21 just -- GHIL just partnered with PSE's service provider,  
22 I believe it's called Fast, that they use for their  
23 current rental program.

24 So I think there are a lot of aspects of the  
25 settlement that provide for an easy transition to make

1 purchase agreement that they -- that each party signed  
2 as part of that, so it's an attachment to that  
3 agreement, which binds them to participating in that  
4 customer transition plan.

5 In addition with GHIL, we believe we picked a  
6 very strong service provider as part of this who is  
7 going to be able to provide our customers today with the  
8 best possible service going forward. GHIL is a company  
9 that has excessive experience in providing rental  
10 equipment options in the HVAC area for customers. They  
11 have extensive experience working with other utilities  
12 around North America, and we believe that they're going  
13 to offer the best possible service package to other --  
14 to our customers that we could -- if it wasn't going to  
15 be offered by PSE.

16 COMMISSIONER RENDAHL: Thank you.

17 For the other parties, so for Ms. O'Connell  
18 and also for Ms. Chase, a similar question. In light of  
19 the issues -- and I'm assuming both of you called in to  
20 the public comment hearing. In light of the issues that  
21 the public commentators raised, many of them were quite  
22 concerned about this change given what they were used  
23 to. Are you still comfortable with the settlement and  
24 PSE's sale of the water heater program to GHIL?

25 MS. O'CONNELL: This is Elizabeth O'Connell

1 customers as comfortable as they can, as -- as -- as we  
2 can, or as the settlement can to make this transition as  
3 smooth as possible for them.

4 COMMISSIONER RENDAHL: Thank you.  
5 Ms. Chase.

6 MS. CHASE: Yeah, I would agree with  
7 Ms. O'Connell and Mr. Einstein's comments. We do  
8 support the settlement because of those additional  
9 consumer protections. If the settlement is approved by  
10 the Commission, customers will be receiving tailored  
11 letters depending on if they have any remaining  
12 undepreciated balance. They'll receive information  
13 about payment plans, and if they -- if they have a fully  
14 depreciated piece of equipment, they will receive a  
15 letter that tells them that specifically, that they  
16 don't have to pay anything to take ownership of their  
17 water heater, but, of course, they could choose to  
18 transition.

19 And -- and we -- we think that -- that the  
20 settlement provides enough information for customers and  
21 a -- and a long period of time, several communications,  
22 and then is also going to be followed up by a phone call  
23 from PSE from -- from PSE to any customers who haven't  
24 responded. So PSE will be reaching out to them to  
25 actively respond to any concerns that they have.

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1 COMMISSIONER RENDAHL: Thank you very much.  
 2 That concludes my -- my initial questioning,  
 3 so I turn it over to my colleagues if they have other  
 4 questions.  
 5 COMMISSIONER BALASBAS: Yes, good morning.  
 6 This is Commissioner Balasbas. I have a couple of  
 7 questions for Mr. Einstein and then one question for  
 8 Ms. O'Connell and Ms. Chase.  
 9 But I will start with you. Good morning,  
 10 Mr. Einstein.  
 11 MR. EINSTEIN: Good morning, Commissioner.  
 12 COMMISSIONER BALASBAS: So was one of the  
 13 reservations for PSE wanting to -- or concluding that it  
 14 should sell the water heater program was because it was  
 15 currently closed to new customers and has been closed  
 16 for some time?  
 17 MR. EINSTEIN: Yes, that is true. There are  
 18 several regulatory restrictions, I guess, on the  
 19 existing program and the -- the program is -- for the  
 20 last eight to ten years had a declining participation  
 21 base.  
 22 COMMISSIONER BALASBAS: If the Company were  
 23 allowed to add new customers to the -- to the program,  
 24 would PSE be interested in continuing to provide the  
 25 service?

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1 MR. EINSTEIN: I think we'd have to go back  
 2 and evaluate the manner in which the program would  
 3 operate if we were allowed to add new customers to the  
 4 program. As you may be aware, we previously asked to  
 5 expand this type of a program and as well as add  
 6 additional equipment to it, and that request was  
 7 previously denied by the Commission.  
 8 So I think if something were to change in  
 9 the area of the restrictions we would be able to  
 10 provide, we would have to go back and reevaluate our --  
 11 the -- the future scenario and determine what the best  
 12 course of action was.  
 13 COMMISSIONER BALASBAS: And as Commissioner  
 14 Rendahl mentioned, we heard a lot at the public comment  
 15 hearing from current customers of the program who had  
 16 generally expressed satisfaction with the program. Are  
 17 you aware of recently of any customer complaints about  
 18 the program or any unhappiness from customers about the  
 19 services that PSE is providing?  
 20 MR. EINSTEIN: In general, we believe that  
 21 customers are happy with the service they provide.  
 22 That's why they are still customers who are part of the  
 23 program. However, as I -- as I previously indicated,  
 24 you know, there are customers who choose to end their  
 25 service with the program. Usually this occurs when they

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1 take -- you know, if a new owner of the house takes  
 2 possession of that house at the time of a real estate  
 3 transaction they choose not to -- to lease at that time,  
 4 then they -- they cease participation in the program.  
 5 There are from time to time, you know,  
 6 complaints about specific issues as there is with any,  
 7 you know, retail services type of program, but I believe  
 8 the Company has addressed this over time in an excellent  
 9 fashion.  
 10 COMMISSIONER BALASBAS: All right. And then  
 11 my -- my last question for you, Mr. Einstein, is, in  
 12 reading the asset purchase and sale agreement, I believe  
 13 it's under the provisions of Article 9 for termination,  
 14 if the Commission were to -- were to reject the sale of  
 15 the program to GHL, would PSE be on the hook for either  
 16 like a termination fee or break-up fee or would they  
 17 have to pay something to GHL for the sale not going  
 18 through?  
 19 MR. EINSTEIN: I don't believe we would have  
 20 to do that, but I would have to review the -- that  
 21 specific provision again to ensure that I'm correct in  
 22 that. But I don't believe we have a break-up fee.  
 23 COMMISSIONER BALASBAS: All right. Judge  
 24 Howard, if PSE is not able to answer that question here  
 25 before the conclusion of the hearing, I would like to

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1 have that responded to in a bench request.  
 2 JUDGE HOWARD: Certainly, Commissioner. I  
 3 will make a note.  
 4 COMMISSIONER BALASBAS: All right. Thank  
 5 you.  
 6 And then a question for Ms. O'Connell and  
 7 Ms. Chase. So I'm -- I'm curious as to why Staff and  
 8 Public Counsel have opposed, have in the past, and I  
 9 would presume maybe continue to oppose, new customers in  
 10 the water heater program.  
 11 MS. O'CONNELL: Good morning, Commissioner.  
 12 This is Elizabeth O'Connell with Staff. The reason --  
 13 the main reason why Staff has opposed this program for  
 14 so long is because of the way that it's laid out.  
 15 Essentially, customers have a water heater that  
 16 depreciates over time, and customers continue to pay  
 17 rates that are not corresponding to the underlying value  
 18 of their asset of their water heater. If we were to try  
 19 to fix the rates at a cost of service level, we would  
 20 find customers that are essentially paying close to  
 21 nothing because their water heater is fully depreciated,  
 22 and then we would have customers that would pay higher  
 23 rates because of their -- their equipment is newer or  
 24 the installation cost was much more expensive.  
 25 So the Commission has a statutory obligation



1 to create or to -- to make sure that rates are just,  
2 fair, reasonable, and sufficient, and having those  
3 disparities within the same rate class don't provide for  
4 that -- for that -- for those principles to be hold  
5 true. So it's -- it's really the way the program works  
6 that it's not suitable for -- for -- to be handled as a  
7 regulated business.

8 COMMISSIONER BALASBAS: Thank you.  
9 And, Ms. Chase?

10 MS. CHASE: Yes, and Public Counsel agrees  
11 with Ms. O'Connell's and Staff's analysis.  
12 Historically, we have not supported expanding the water  
13 heater program because of the difference in cost over  
14 time both between renting and just an outright purchase  
15 of the program. So I would -- I would -- I would think  
16 that that would be our continued analysis in the future.

17 COMMISSIONER BALASBAS: All right. Thank  
18 you.

19 MR. EINSTEIN: Commissioner Balasbas, I just  
20 reviewed, I think you were mentioning Article 9 of the  
21 asset purchase agreement. I am -- unless my attorneys  
22 tell me differently, I'm not seeing anything that  
23 constitutes a break-up fee or anything as part of the  
24 provisions of that.

25 COMMISSIONER BALASBAS: All right. Thank

1 the system, so that's the information you have before  
2 you.

3 CHAIR DANNER: Okay. So -- so you -- you  
4 haven't taken on new customers since 2000?

5 MR. EINSTEIN: No, no customers and/or what  
6 I would call new water heaters because that's basically  
7 the point of nexus.

8 CHAIR DANNER: Right, right.

9 So if we approve this sale, of course GHL is  
10 not subject to Commission regulation. Has there been  
11 any communication with the customers about what their  
12 avenues of -- of redress would be if, in fact, the  
13 company does not provide service to their satisfaction?  
14 I mean, in the past, they can call us, we can -- we can  
15 deal with those kinds of disputes, what are we telling  
16 them going forward?

17 MR. EINSTEIN: Well, we haven't started the  
18 communication with customers yet on this. We will wait  
19 until after should the Commission approve this. But the  
20 customers would have the same options to file a consumer  
21 complaint with the Attorney General's Office as they  
22 would of any other business that was providing service  
23 to them. So, you know, if they feel that the business  
24 is not meeting the terms or -- or of its -- of its  
25 agreement, they could file those complaints with the

1 you, Mr. Einstein.

2 That -- that satisfactorily answers my  
3 question, Judge Howard.

4 And at this time, that concludes my initial  
5 questions, and I will yield it back to my other  
6 colleagues.

7 CHAIR DANNER: All right. Good morning. Is  
8 it my turn, Judge Howard?

9 JUDGE HOWARD: Yes, Chair. Thank you.

10 CHAIR DANNER: Well, first of all,  
11 Mr. Einstein, I had a question. It looks like you do  
12 have a number of customers when you -- when you broke it  
13 down for us that have been on the program for less than  
14 seven years insofar as it's been closed to new customers  
15 since 2000. Can you explain that? Is that just home  
16 sales or -- or what -- what is -- what is the reason for  
17 that?

18 MR. EINSTEIN: Yeah, it is predominantly  
19 home sales and/or on the commercial side. If a new  
20 business opens a space and -- and the existing  
21 commercial water heater is used for that business, then  
22 we enter a new customer into the customer information  
23 system. But the -- the -- because the agreement follows  
24 the premise when customers move in or move out to either  
25 commercial or residential to become a new customer in

1 Attorney General's Office.

2 CHAIR DANNER: And thank you.

3 And right now, I'm -- I'm assuming that the  
4 participants receive their monthly bill from Puget and  
5 the leasing program is part of that overall utility  
6 bill; is that correct?

7 MR. EINSTEIN: Yes, that is correct.

8 CHAIR DANNER: Okay. Have you had  
9 discussions about the frequency of billing going  
10 forward? I assume that the billing will now be handled  
11 by GHL directly; is that correct?

12 MR. EINSTEIN: Yes, billing will be handled  
13 by GHL directly and it will occur on a monthly basis.  
14 GHL has a whole process by which -- as is outlined in  
15 the customer transition agreement, by which they will  
16 enroll those customers and then set up billing  
17 arrangement, payment arrangements for those customers.

18 CHAIR DANNER: Okay. So yeah, those are --  
19 those are my questions. My colleagues I think pretty  
20 much asked the questions that I had hoped to get to. So  
21 I -- I feel we've got -- that's all the information I  
22 have.

23 I guess I would like to -- with regard to my  
24 questions about communications with regard to service  
25 and the -- the billing, I'd like to ask if Ms. O'Connell

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1 or -- or Ms. Chase have anything to add.  
 2 (Simultaneous talking.)  
 3 MS. O'CONNELL: Thank you, Chairman. I -- I  
 4 support -- let me take that back. Staff supports the --  
 5 the proposal from the Company and from the transition  
 6 plan in terms of the communication and the adequacy of  
 7 the level of communication that the Company intends to  
 8 salvage with customers. And -- and they've -- they've  
 9 proposed several -- several aspects that the -- that  
 10 those letters and those communications are going to  
 11 include so customers feel comfortable and know all -- or  
 12 have all the information to feel empowered to take  
 13 action in whichever way they feel is best for them. So  
 14 I think we -- we -- we feel very comfortable with the  
 15 terms and -- and -- and the information that is going to  
 16 be included in those communications.  
 17 CHAIR DANNER: All right. Ms. Chase?  
 18 MS. CHASE: We -- Public Counsel also feels  
 19 very comfortable with the transition letters, with the  
 20 language that's used, with the fact that they will be  
 21 tailored to the customers to their specific information,  
 22 and -- and we think that that, along with the other  
 23 information that will be included such as the -- the  
 24 full term sheet and kind of the comparison chart, we  
 25 think that will be really helpful for customers to

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1 understand really the full choice that they -- that they  
 2 can make and that they will have enough time to kind of  
 3 consider their options and -- and contact PSE with any  
 4 questions.  
 5 CHAIR DANNER: Okay. Well, for those of you  
 6 who heard or were attending the public comment hearing,  
 7 you heard that obviously there are a number of -- of  
 8 customers, several of whom I believe were senior  
 9 citizens, they are not comfortable with having a lot of  
 10 interaction or what they consider to be complicated  
 11 decision-making.  
 12 You know, so -- you know, just do you feel,  
 13 Ms. Chase, that -- that the company is -- the acquiring  
 14 company is going to be able to do the kind of  
 15 hand-holding that may be required to make those  
 16 customers comfortable?  
 17 MS. CHASE: Chair Danner, I have not had any  
 18 personal interactions with GHL, but I think during -- my  
 19 understanding is during the transition period to GHL,  
 20 PSE is going to be helping aid that transition. And GHL  
 21 I believe has offered a few different ways that  
 22 customers may set up their bill payment program and to  
 23 try and make this as -- as seamless for them as  
 24 possible. But maybe Mr. Einstein might be able to speak  
 25 more specifically to the measures between -- about how

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1 the transition will go to or what assurances they've  
 2 been given from GHL, and we're comfortable with -- with  
 3 what we have seen.  
 4 CHAIR DANNER: Thank you.  
 5 Mr. Einstein?  
 6 MR. EINSTEIN: As Ms. Chase just  
 7 articulated, you know, we will be working during the  
 8 transition timeframe. There's a 120-day timeframe as  
 9 part of this in which we will be communicating with  
 10 customers, and then there is a joint website that GHL  
 11 and PSE will be putting up that will allow customers to  
 12 enroll online that they can also contact GHL's customer  
 13 care facilities and speak to folks to enroll over the  
 14 phone.  
 15 And so there's an elaborate process that  
 16 goes through that 120-day period of time, and then after  
 17 that, GHL will also be communicating with and supporting  
 18 customers as they make the transition prior to the final  
 19 close of the transaction.  
 20 CHAIR DANNER: Okay. So for those customers  
 21 who simply don't respond to your initial notices, will  
 22 you be reaching out to them personally or I mean, how do  
 23 you -- how do you go -- is there a default if they  
 24 simply --  
 25 MR. EINSTEIN: Well, as -- as we articulated

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1 as part of the settlement, there will be a final phone  
 2 call made to all customers who haven't responded prior  
 3 to the end of the 120-day period of time, and then all  
 4 nonresponse customers will be transitioned over to GHL  
 5 and GHL will then work for 60 days to try and contact  
 6 those customers to set up the appropriate billing for  
 7 them and to enroll them.  
 8 CHAIR DANNER: Okay. And then for those  
 9 that you simply can't reach, how does -- how -- how do  
 10 you plan to deal with them or how does GHL plan to deal  
 11 with them?  
 12 MR. EINSTEIN: They -- they will -- they --  
 13 their lease with PSE will end and their lease with GHL  
 14 will not be enrolled. And then if they choose at some  
 15 point in time to take service, i.e., something happens  
 16 with their water heater, something like that and they  
 17 reach out to GHL saying, you know, hey, I remember  
 18 hearing about this and they contact either PSE or GHL,  
 19 they will be able to enroll with GHL at that point to  
 20 take service from them.  
 21 CHAIR DANNER: All right. Thank you for  
 22 those clarifications, everyone.  
 23 That concludes my questions, Judge.  
 24 JUDGE HOWARD: Thank you.  
 25 Do we have any further questions from the

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1 Commissioners?  
 2 COMMISSIONER RENDAHL: I have -- I have one  
 3 additional question. This is Commissioner Rendahl, and  
 4 this is to Mr. Wein- -- Mr. Einstein. Sorry, I'm having  
 5 issues with your name this morning.  
 6 So in the bench request responses, and also  
 7 Ms. O'Connell mentioned that -- that the PSE, the case  
 8 that GHIL recently partnered with Fast Water Heater to  
 9 service the water heater rental customers in Washington,  
 10 and this is the same company that PSE's used for water  
 11 heater service under its program. So can you tell us a  
 12 bit about PSE's experience with Fast Water Heater  
 13 service quality and -- and arrangements providing  
 14 service to customers and -- under PSE's water heater  
 15 program?  
 16 MR. EINSTEIN: Yes, PSE has been using Fast  
 17 water heating service as a vendor for the last several  
 18 years. They have an A-plus rating on the -- on the  
 19 consumer side with their business bureau. It is --  
 20 they've been a good service provider for PSE, and they  
 21 provide in effect all of the replacement and significant  
 22 water heater work on behalf of the Company with its  
 23 customers. And we were very pleased when we had heard  
 24 that GHIL had chosen to engage Fast as their service  
 25 provider here locally because we believe that that would

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1 provide the most seamless service to customers in the  
 2 transition.  
 3 Obviously that was GHIL's choice to make, and  
 4 we facilitated some introductions between the parties,  
 5 but, you know, we are -- as I said, we are very pleased  
 6 that they chose to engage them because we believe that  
 7 this would provide the best possible transition,  
 8 especially for those customers you heard from at the  
 9 public hearing who were saying they appreciated the  
 10 service they got from PSE. We strongly believe that  
 11 this arrangement, the selection of GHIL, their retention  
 12 of Fast is going to provide our customers with the best  
 13 possible proxy for the service that we currently provide  
 14 today while not being a -- any longer a PSE-provided  
 15 service.  
 16 COMMISSIONER RENDAHL: And is that  
 17 information going to be provided to customers in the  
 18 letters? I'm not sure it's currently included because  
 19 it wasn't part of the discussion during the settlement  
 20 negotiations and the -- the revised letters, but is that  
 21 something that GHIL and PSE will include to customers in  
 22 the letters about their choices for going forward?  
 23 MR. EINSTEIN: Well, their choice going  
 24 forward is going to take service from GHIL. We will --  
 25 you know, we're happy to talk to GHIL about including the

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1 mention of Fast as the local service provider. You  
 2 know, as to how GHIL chooses to market that to customers,  
 3 we'd have to discuss that with them.  
 4 COMMISSIONER RENDAHL: Okay. I was just  
 5 thinking it might provide some additional comfort to  
 6 customers in making their decision.  
 7 MR. EINSTEIN: Yes.  
 8 COMMISSIONER RENDAHL: So it's just a  
 9 question about going forward in the transition because  
 10 this is all about making the customers comfortable with  
 11 this transition because most of the customers don't seem  
 12 to be comfortable with change.  
 13 MR. EINSTEIN: Yes, no, I definitely  
 14 understand that. I think the -- the -- you know, the  
 15 minor tension point is just making sure we don't confuse  
 16 customers as to who they're actually going to be taking  
 17 service from as GHIL is the -- is the owner of the  
 18 business and the service provider. But certainly we'll  
 19 take that into consideration as a suggestion from you.  
 20 COMMISSIONER RENDAHL: Thank you.  
 21 And I have no further questions.  
 22 JUDGE HOWARD: Thank you.  
 23 Any further questions from the  
 24 Commissioners?  
 25 Hearing none, I'd like to thank the panel of


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1 witnesses. We appreciate your testimony today, your  
 2 participation.  
 3 Is there any -- anything further we should  
 4 address before we adjourn? Hearing nothing, that  
 5 concludes the settlement hearing today and we are off  
 6 the record. Thank you.  
 7 (Adjourned at 10:17 a.m.)  
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CERTIFICATE

STATE OF WASHINGTON  
COUNTY OF THURSTON

I, Tayler Garlinghouse, a Certified Shorthand Reporter in and for the State of Washington, do hereby certify that the foregoing transcript is true and accurate to the best of my knowledge, skill and ability.

  
Tayler Garlinghouse, CCR 3356



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