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1 BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION

2 COMMISSION

3 WASHINGTON UTILITIES AND)

4 TRANSPORTATION COMMISSION,)

5)

6 Complainant,)

7)

8 vs.)

9)

10 BLISS INDUSTRIES, INC.,)

11 d/b/a Y BAR S WATER COMPANY,)

12)

13 Respondents.)

14 -----

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A public hearing in the above matter
was held on September 30, 1999 at 6:00 p.m., at 1300
South Evergreen Park Drive Southwest, Olympia,
Washington, before Administrative Law Judge DENNIS J.
MOSS.

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The parties were present as follows:

19

THE WASHINGTON UTILITIES AND TRANSPORTATION
COMMISSION STAFF, by MARY M. TENNYSON, Assistant
Attorney General, 1400 South Evergreen Park Drive
Southwest, Post Office Box 40128, Olympia, Washington
98504-0128.

20

Also present: DANNY KERMODE, GENE ECKHARDT.

21

BLISS INDUSTRIES, by RICHARD A. FINNIGAN,
Attorney at Law, 2405 Evergreen Park Drive Southwest,
Suite B-3, Olympia, Washington 98502.

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Also present: JAMES HALLIGAN

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Intervenors: MICHAEL LEBOW

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Kathryn T. Wilson, CCR
Court Reporter

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1 P R O C E E D I N G S

2 JUDGE MOSS: Let's go on the record. We are
3 convened before the Washington Utilities and
4 Transportation Commission. My name is Dennis Moss.
5 I'm the presiding judge in the matter of Washington
6 Utilities and Transportation Commission against Bliss
7 Industries, Inc., doing business as Y Bar S Water
8 Company. Our docket number is UW-990260. We are
9 convened in a hearing room at the Commission's offices
10 in Olympia for the purposes of a public hearing. This
11 docket is the subject of a Stipulation and Settlement
12 Agreement previously filed with the Commission.

13 Our order of procedure tonight will be to
14 receive the Stipulation and Agreement and certain other
15 exhibits in the nature of a paper record, including
16 comments and testimony by our intervenor, Ms. Sharon
17 Krogstad, who appeared earlier in the case on behalf of
18 some of the customers, and we have Mr. Lebow present
19 tonight who will present that, and we'll get to that
20 momentarily.

21 Why don't we take appearances as the first
22 order of business, from the Respondent?

23 MR. FINNIGAN: Richard Finnigan appearing on
24 behalf of the Respondent. I've previously filed my
25 particulars of the address and the phone number.

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1 JUDGE MOSS: Thank you. That will be fine
2 for the record.

3 MS. TENNYSON: Thank you. I'm Mary M.
4 Tennyson, Senior Assistant Attorney General
5 representing Commission staff. With me in the hearing
6 room are Danny Kermode and Gene Eckhardt from the
7 public water staff of the Commission.

8 JUDGE MOSS: Mr. Lebow, are you counsel or
9 are you appearing just as sort of a stand-in, if you
10 will?

11 MR. LEBOW: I'm a stand-in.

12 JUDGE MOSS: We won't take your appearance.
13 We normally take the appearance of counsel, but when it
14 comes time, which will be momentarily, I will swear you
15 as a witness and give you an opportunity to introduce
16 the exhibit, and I understand you may wish to read it
17 into the record. We can certainly accommodate that.
18 It's sufficiently brief and we'll allow for that.
19 First, who is going to present these exhibits? I guess
20 Staff has two exhibits and then we have the
21 Stipulation. Who wants to present the Stipulation?

22 MS. TENNYSON: I will present them.

23 JUDGE MOSS: Why don't you go ahead and do
24 that.

25 MS. TENNYSON: Thank you. Have you marked

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1 them?

2 JUDGE MOSS: Let me just cut this short.

3 Let's not be too formal here. I've been previously
4 handed three documents which I have marked. I have
5 marked the Stipulation and Agreement as Exhibit No. 1.
6 I have marked as Exhibit No. 2 what was previously
7 identified as Exhibit DPK-1, which appears to be some
8 pro forma income statement, pro forma adjustments and
9 some other data, financial data related to the Company,
10 including the schedule of its capital structure,
11 materials that bear on the Stipulation and Agreement.
12 In addition, I've been handed a third document which
13 was previously identified as DPK-2. I'm marking that
14 as Exhibit No. 3. It is a display of various rates and
15 charges both currently and proposed under the
16 Settlement.

17 Finally, I have been handed a document that
18 is captioned, "Comment and Testimony by Intervenor at
19 Public Hearing." It is dated today, and I'm going to
20 mark that as Exhibit No. 4. Let me just ask,
21 generally, if there is an objection to the admission of
22 any of the exhibits I have now marked for
23 identification? Hearing no objection, they will be
24 admitted as marked. Does the Commission have any
25 statement it wishes to make as the Complainant?

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1 MS. TENNYSON: We do not at this point,
2 unless we could identify the documents more
3 particularly or I could ask Mr. Kermode.

4 JUDGE MOSS: If you want him to take the
5 stand to do that.

6 MS. TENNYSON: Why don't we do that very
7 briefly.

8 JUDGE MOSS: Come on over and take the
9 witness stand.

10 (Witness sworn.)

11

12 E X A M I N A T I O N

13 BY MS. TENNYSON:

14 Q. Would you state your name and spell your last
15 name for the record, please?

16 A. My name is Danny Kermode, K-E-R-M-O-D-E.

17 Q. You're currently employed by the Washington
18 Utilities and Transportation Commission?

19 A. Yes, I am.

20 Q. And what is your position?

21 A. I'm a Revenue Requirement Specialist.

22 Q. Were you assigned to investigate the
23 Complaint that is the subject of this hearing?

24 A. Yes, I was.

25 Q. In the course of that, did you perform an

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1 audit of the Company's records?

2 A. Yes.

3 Q. As you completed your audit, did you prepare
4 any documents, or what was the result of the audit?

5 A. Yes. I prepared the documents that have been
6 marked Exhibit 2 to support my recommendations.

7 Q. Could you just identify for us by page what
8 each page of this document, Exhibit 2, represents after
9 the title page?

10 A. Page 12 is the pro forma income statement.
11 The first column is the results of the audit for the
12 test year income statement. What I did after that in
13 the second column is I adjusted for known and
14 measurable changes and also adjusted revenue to the
15 correct revenue amount.

16 Then the next column which I have labeled
17 "current rates" is the results of operations that I
18 would expect if the current rates were to remain in
19 place. The last column marked "staff rates" are the
20 rates that would come in -- the last column is staff
21 rates, which is the income statement I would expect if
22 the stipulated rates were placed into effect.

23 Q. And the next page?

24 A. Page 2 describes or details the adjustments
25 that I made on Page 1. Page 3 is a detail of utility

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1 plan for Bliss Industries, and it also includes certain
2 adjustments that I made from the income statement on
3 Page 1. The lower part of that is the rate base,
4 Company rate base. Page 4 is the capital structure of
5 the Company. That's it.

6 Q. Could you describe for us Exhibit 3.

7 A. Exhibit 3 is a comparison of the current
8 monthly rates that the Company has in place and the
9 proposed settlement rates.

10 Q. I note on that document there is a rate for a
11 metered service. Can you tell us at this point whether
12 the Company charges any metered rates?

13 A. No. At the moment, they have meters in
14 place; however, they charge no one any metered rates.
15 They are charging everyone flat rates.

16 Q. What did you do with this information that
17 you prepared?

18 A. I devised or I calculated the fair and
19 reasonable return recommended by the rates that are
20 proposed in the Settlement.

21 MR. FINNIGAN: Excuse me. I guess I need to
22 just note for the record that we've agreed to enter
23 into a Settlement Agreement and the last line of which
24 is that -- of particular importance is the last
25 sentence of which, so where there are characterizations

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1 as to what constitutes fair and reasonable or other
2 such conclusions, we don't want that to be contrary to
3 what is contained in the Settlement Agreement and will
4 stand by the Settlement Agreement.

5 JUDGE MOSS: Okay. Let's go ahead with the
6 questions.

7 Q. (By Ms. Tennyson) Did you present the
8 results of your audit to the Company?

9 A. Yes, I did.

10 Q. Did that then result in discussions that led
11 to the Settlement Agreement and Stipulation that is
12 Exhibit 1?

13 A. Yes, it did.

14 MS. TENNYSON: I have no further questions
15 for Mr. Kermode.

16 JUDGE MOSS: Do you have any questions,
17 Mr. Finnigan?

18 MR. FINNIGAN: No, I do not, consistent with
19 the statement I made.

20 JUDGE MOSS: Mr. Kermode, I believe that will
21 complete your time on the witness stand tonight. I
22 appreciate you appearing. Anything else from Staff?

23 MS. TENNYSON: No, we have nothing further.

24 JUDGE MOSS: Mr. Finnigan, do you have any
25 witnesses to put on?

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1 MR. FINNIGAN: No, we do not.

2 JUDGE MOSS: Mr. Lebow, I believe it is your
3 turn then. You can just keep your current seat. I
4 will ask you to rise momentarily and I'll swear you in.
5 (Witness sworn.)

6 JUDGE MOSS: Mr. Lebow, you are appearing
7 tonight without counsel, and I think my understanding
8 at least is that what you would like to do is read into
9 the record the Intervenor's comment that we described
10 earlier as the stand-in or sit-in, as the case may be.
11 We've received the written statement as an exhibit, so
12 that's done; that's part of the record, and I'll ask
13 you to go ahead and proceed with that.

14 MR. LEBOW: This was written by Sharon
15 Krogstad, and I'm just repeating it so it gets put in
16 verbally as well as written.

17 "As Intervenor in the above proceeding before
18 the Washington Utilities and Transportation Commission,
19 I offer the following comments and suggestions. It is
20 my intent to have these read into the record at the
21 Public Hearing, September 30th, 1999.

22 I am directing my comments and suggestions to
23 the Stipulation and Settlement Agreement, which was
24 signed by attorneys for the Complainant and Respondent
25 September 9th, 1999. It is not my intention to broaden

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1 the issues in this case. It is my intention to clarify
2 certain language and intent in the Agreement.

3 Comment: Overall, the content and spirit of
4 the Agreement is supported by me and the group of
5 homeowners I represent as Intervenor. We thank the
6 Staff of the Commission for their efforts and the
7 attorney who is handling the matter for the State, Mary
8 M. Tennyson.

9 It is the consensus of the homeowners I
10 represent that the Agreement constitutes a good first
11 step in reaching a longer term solution to provide
12 quality and quantity of water from a responsive,
13 professional company serving customers in Y Bar S and
14 Highview Estates.

15 Suggestions: No. 1; Referring to Paragraph
16 1, Page 2, "... The Company will begin taking water
17 meter readings and keeping records of actual usage when
18 the revised rates become effective. The data collected
19 in this interim period will be used to design metered
20 and flat rates based on actual usage."

21 I suggest the "interim" period be defined to
22 be at least one year. This allows data to be gathered
23 over the full cycle of weather and water conditions for
24 water demand. It also stipulates an end date in order
25 that all parties to this proceeding share a commitment

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1 to work out a long-term solution over the interim. The
2 period comports with the data period required by the
3 City of Enumclaw, a provider which will satisfy
4 long-term needs of customers and the desires of the
5 State.

6 It is the expectation of homeowners who have
7 meters that do not work or homeowners who do not have
8 meters that the Y Bar S Water Company will make every
9 effort to install meters early in this interim period
10 in order that the data collected may proceed
11 appropriately. Further, such repairs and installation
12 shall be the expense of the Water Company, supported by
13 the annual operating budget. Such installation
14 requirement shall not impose a duty upon the Water
15 Company to contravene any existing contract it has or
16 has inherited with third parties.

17 No. 2; Referring to Paragraph 3, Pages 2 and
18 3: ... "In the event the Company obtains this loan
19 (SRF), the Company may apply for appropriate rate
20 relief..."

21 I do not support granting an SRF loan to the
22 Company at this time. Further, the language should be
23 that any application for rate relief does not give rise
24 to an auto grant or increase in rates" -- and I made a
25 comment on my own as I was doing this that says, "or a

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1 surcharge." That's not written on your paper.

2 "No. 3; As Intervenor in this case, I
3 respectfully request that all these suggestions be
4 incorporated into the Settlement and Stipulation
5 Agreement and that I be added as a signatory to the
6 Agreement. Respectfully submitted, Sharon Krogstad."

7 JUDGE MOSS: Do you understand, Mr. Lebow,
8 was it Ms. Krogstad's intent that she would like to be
9 a signatory to the Agreement as it stands, or is this
10 suggestion of a part if the Stipulation and Settlement
11 Agreement were somehow amended, then she would be
12 added? I'm not sure I understand that.

13 MR. LEBOW: I think the intent was that she
14 would be added if it was amended.

15 JUDGE MOSS: I'm not sure what our best order
16 here is so I'll turn to Ms. Tennyson first and ask if
17 you have any questions.

18 MS. TENNYSON: I don't have any questions. I
19 do have a response from Staff to the statement.

20 JUDGE MOSS: Did you have any questions for
21 the witness?

22 MR. FINNIGAN: Not at this time.

23 JUDGE MOSS: Mr. Lebow, you're wearing a
24 couple of hats tonight. I'm going to release you as a
25 witness, but you, of course, remain as a

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1 representative, and so the Staff counsel has indicated
2 she has a statement and we'll hear that and we may have
3 some further repartee.

4 MS. TENNYSON: In terms of the suggestion
5 that Ms. Krogstad made that the meter readings be for a
6 period of at least one year, Staff has no objection to
7 that. That was our intent that it be a full year
8 period to provide a full base of data. At this point,
9 the Company is not charging metered rates, and at this
10 time, we have not reached metered rates in the
11 settlement. We're looking at a flat rate for a period
12 of at least one year with the funds for a person to
13 read meters being incorporated within the rates that
14 Staff had recommended so that data can be compiled, so
15 we do not have any objection to that.

16 The statement about the expectation of the
17 homeowners about meter repairs and installations, in
18 the calculations that Mr. Kermode made and that we've
19 reached settlement with the Company on the rates, we
20 did not include funds for installation of meters, meter
21 repair and those sorts of things because the meters --
22 we wouldn't anticipate new installations. When there
23 is a metered rate, there are provisions in the
24 Commission's rules for a customer to request a meter be
25 installed, but since at this point it's a flat rate

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1 company, we did not include maintenance funds or
2 installation costs in the rates.

3 JUDGE MOSS: Those sorts of charges would
4 have to be spelled out in a tariff before they could be
5 charged, in any event; isn't that correct?

6 MS. TENNYSON: That's correct.

7 JUDGE MOSS: And don't our Commission's rules
8 provide for some allocation or sharing of costs of
9 meter installation? As I recall, the companies can
10 charge for the meters.

11 MS. TENNYSON: The cost of the meter is the
12 Company's. The other costs can be placed in the
13 tariff, but we did not contemplate that the Company
14 would have that in their tariff at this point in time.

15 JUDGE MOSS: And that would be a subject for
16 consideration in the future if that were to come about?

17 MS. TENNYSON: That is correct.

18 JUDGE MOSS: Go ahead.

19 MS. TENNYSON: I had some difficulty with the
20 sentence of, "Such installation requirements shall not
21 impose a duty upon the Water Company to contravene any
22 existing contract it has or has inherited with third
23 parties." Generally, tariffs supersede any preexisting
24 contracts, and therefore, we couldn't agree to that
25 term being in the Settlement Agreement because the

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1 tariff would supersede that.

2 In relating to any application for -- the
3 loan is referenced as SRF, and my understanding is that
4 in the State revolving, there is a program for
5 low-interest loans that is administered by, I believe
6 it's jointly with Department of Community and Trade and
7 Development and the Department of Health, and the
8 Company has been working to obtain some low-cost funds
9 in that respect. Therefore, if such loan were to be
10 applied, for Staff to be supportive of the Company
11 obtaining such loan, because it is designed to assist
12 water companies with meeting water quality and service
13 requirements that the Department of Health wishes to
14 impose on those companies, so we would be supportive of
15 such a loan.

16 In fact, the Staff has informally recommended
17 to those who are in charge of those loans that they
18 insure that the Company has, in fact, applied to this
19 agency for rate relief prior to granting such a loan
20 just to make sure the loan would get paid back. So
21 although it's not an automatic kind of thing, it is
22 likely that we would be recommending approval of a
23 surcharge in that instance. I did explain this to
24 Mr. Lebow and over the phone to Ms. Krogstad prior to
25 this. It is something that if it would end up with

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1 better water service or better quality service for the
2 customers, we would be supportive of that, but it is
3 not an issue in this case in particular because we're
4 talking about changing the existing rates as a result
5 of this audit.

6 The request that Ms. Krogstad did in this
7 statement request to add these items in and be added as
8 a signatory to the Agreement, seeing this letter was
9 the first I had heard of that. I did speak with her
10 several sometimes on the telephone, including
11 presenting her with drafts of the Settlement Agreement
12 prior to our signatures on Mr. Finnigan's and myself,
13 and she did not mention at that point wanting to be
14 signatory to it, and I did speak with her over the
15 phone just last week as well before she prepared this
16 written statement.

17 JUDGE MOSS: Thank you very much.
18 Mr. Finnigan, anything?

19 MR. FINNIGAN: I agree with the comments from
20 the Staff. I just note that the first I saw of the
21 letter was at four o'clock this afternoon. I can
22 understand with a pro se intervenor that they sometimes
23 don't understand the niceties of providing copies to
24 other parties.

25 I don't know how we would work in a statement

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1 that an interim period must be defined as at least one
2 year. I think that's best left for Staff and the
3 Company to work out what an appropriate period of time
4 is. It may well be a year. I don't know at this stage
5 whether that would be a significant addition to the
6 Agreement or not.

7 Obviously, Staff has the sort of controlling
8 hand on that issue because if the Company comes in and
9 says, Well, we've done it for six months and I want to
10 go ahead, and Staff disagrees with that, it's going to
11 be hard for the Company to persuade anyone that we
12 ought to go forward with the period of time that Staff
13 hasn't agreed is an appropriate period of time. I
14 think it's understood within the Settlement as it now
15 stands that it has to be an appropriate period of time,
16 whatever that is, to provide a meaningful base to
17 calculate the metered rate.

18 I knew I could get jurisdiction in here
19 tonight. I do agree with Ms. Tennyson's comments about
20 the Commission's jurisdiction as it relates to existing
21 contracts. In this case, the Commission has
22 affirmative jurisdiction through the police powers of
23 the State that do supersede preexisting contracts. So
24 with that, I'll shut up.

25 JUDGE MOSS: Thank you. As I understand --

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1 I'm looking at the suggestions and the comments by the
2 Intervenor -- it does appear to me that most of the
3 matters in here are matters that would be the subject
4 of further review before anything that potentially
5 adverse could happen. As Mr. Finnigan has just pointed
6 out, as a practical matter, Staff holds the strings on
7 whether it's six months, a year, or whatever, and
8 Ms. Tennyson has represented that Staff has in mind a
9 year, so that's useful information in that it comports
10 with the suggestion made.

11 As far as the contracts is concerned, that's
12 a matter of law, and I'm not aware of any contracts,
13 specific issues in this case that are implicated in
14 that regard. If there is a problem in that regard, I
15 suspect it may be the subject of some future
16 proceeding, perhaps not in this forum but some other
17 forum, but again, I don't see an impediment there.

18 As far as the loan matter is concerned,
19 whether or not the Intervenor supports the loan is
20 really not something before us. That's something
21 between the Company and the SRF or whomever, and I
22 would ask -- and I think it happens as a matter of
23 course that interested persons are kept abreast of any
24 developments here with respect to this company, and
25 that would include any activity here in connection with

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1 such a loan application, or it would require a rate
2 filing, of course, to recover any cost associated with
3 any such loan, so again, that would be a subject for a
4 future proceeding.

5 As far as the process of settlement and
6 arriving at the stipulation, we're not in a position
7 this evening to amend the Stipulation and Settlement
8 Agreement in any sense, so that more or less moots the
9 third numbered paragraph, as I understand Mr. Lebow's
10 explanation, so we won't be concerned about that;
11 although, I do appreciate the fact that the Intervenor
12 indicates in the comments both appreciation for the
13 efforts of the parties and also a general support. Mr.
14 Lebow, did you have anything else you wanted to say?

15 MR. LEBOW: Not at this time.

16 JUDGE MOSS: Anybody else?

17 MR. FINNIGAN: Yes. The Intervenor does
18 express appreciation to the efforts of Staff and we
19 want to do the same. It was a lot of effort on both
20 parties' parts, and the Company very much appreciates
21 being able to reach a settlement in this matter.

22 JUDGE MOSS: Thank you, Mr. Finnigan.

23 Ms. Tennyson, anything further?

24 MS. TENNYSON: No.

25 JUDGE MOSS: I believe we have what this

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1 record requires in order for the Commission to bring
2 this matter to a final determination. Where do we
3 stand in this? What can we do? Can we waive the
4 initial decision and just send this straight to the
5 Commission?

6 MR. FINNIGAN: We'd be willing to do that.

7 JUDGE MOSS: Ms. Tennyson?

8 MS. TENNYSON: We would be certainly
9 interested in that, and we had at one point hoped to
10 have the rates that we've agreed on effective the first
11 of October, which happens to be tomorrow, which would
12 require a tariff filing, but we would appreciate the
13 waiver of the initial order so the final order could be
14 issued, and I guess I was thinking of asking if we
15 waived the initial order then it means it's a
16 Commission order and not your order.

17 JUDGE MOSS: Correct.

18 MS. TENNYSON: So a ruling tonight wouldn't
19 be appropriate in that respect, just an acceptance of
20 the Settlement Agreement.

21 JUDGE MOSS: If I gave you a determination
22 from the Bench, it wouldn't do you a lot of good
23 because you then have to wait for the appropriate
24 period, so I think it's probably going to be quicker
25 if I simply take this to the Commissioners next week,

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1 and hopefully, we'll get an order. I don't know what
2 their schedules are, sitting up here tonight, but I
3 imagine we'll work something out to make that happen
4 next week.

5 Does the Intervenor have any objection to the
6 waiver of the initial order? It just saves time.

7 MR. LEBOW: Move on.

8 JUDGE MOSS: Just to explain, Mr. Lebow,
9 there are several stages for opportunities for review
10 of orders. If I issue an initial order, there is a
11 period of time for that, and if the Commission issues
12 an order, then there is a period of time after that.
13 Then it can go to the courts. You don't lose anything
14 by waiving this except the benefit of hearing what I
15 have to say on the subject, which in a case like this
16 does not seem to be a necessary step, so that's all
17 that's involved. The parties still have the recourse
18 to the courts if they are ultimately dissatisfied with
19 what happens, but the drift of the things seems to be
20 such that I don't think anybody is going to do that.

21 With that, I believe our business is
22 concluded this evening. I thank you all for coming in
23 on relatively short notice and getting this matter
24 concluded as early as we could as practicable, and
25 we'll now be off the record.

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1 (Public Hearing concluded at 6:30 p.m.)

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3 ee with Ms. Tennyson's comments about
4 the Commission's jurisdiction as it relates to existing
5 contracts. In this case, the Commission has
6 affirmative jurisdiction through the police powers of
7 the State that do supersede preexisting contracts. So
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11 Intervenor -- it does appear to me that most of the
12 matters in here are matters that would be the subject
13 of further review before anything that potentially
14 adverse could happen. As Mr. Finnigan has just pointed
15 out, as a practical matter, Staff holds the strings on
16 whether it's six months, a year, or whatever, and
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18 year, so that's useful information in that it comports
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18 interested in that, and we had at one point hoped to
19 have the rates that we've agreed on effective the first
20 of October, which happens to be tomorrow, which would
21 require a tariff filing, but we would appreciate the
22 waiver of the initial order so the final order could be
23 issued, and I guess I was thinking of asking if we
24 waived the initial order then it means it's a
25 Commission order and not your order.

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1 JUDGE MOSS: Correct.

2 MS. TENNYSON: So a ruling tonight wouldn't
3 be appropriate in that respect, just an acceptance of
4 the Settlement Agreement.

5 JUDGE MOSS: If I gave you a determination
6 from the Bench, it wouldn't do you a lot of good
7 because you then have to wait for the appropriate
8 period, so I think it's probably going to be quicker
9 if I simply take this to the Commissioners next week,
10 and hopefully, we'll get an order. I don't know what
11 their schedules are, sitting up here tonight, but I
12 imagine we'll work something out to make that happen
13 next week.

14 Does the Intervenor have any objection to the
15 waiver of the initial order? It just saves time.

16 MR. LEBOW: Move on.

17 JUDGE MOSS: Just to explain, Mr. Lebow,
18 there are several stages for opportunities for review
19 of orders. If I issue an initial order, there is a
20 period of time for that, and if the Commission issues
21 an order, then there is a period of time after that.
22 Then it can go to the courts. You don't lose anything
23 by waiving this except the benefit of hearing what I
24 have to say on the subject, which in a case like this
25 does not seem to be a necessary step, so that's all

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1 that's involved. The parties still have the recourse
2 to the courts if they are ultimately dissatisfied with
3 what happens, but the drift of the things seems to be
4 such that I don't think anybody is going to do that.

5 With that, I believe our business is
6 concluded this evening. I thank you all for coming in
7 on relatively short notice and getting this matter
8 concluded as early as we could as practicable, and
9 we'll now be off the record.

10 (Public Hearing concluded at 6:30 p.m.)

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