

**THE STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DG 16-827

Concord Steam Corporation Non-Governmental Customers

Joint Petition to Establish Interconnection/Transition Fund for
Non-Governmental Concord Steam Customers

Settlement Agreement

NOW COME the undersigned Joint Petitioners, the Office of the Consumer Advocate, Intervenor CATCH Housing and Angela & Josh Ford, the Capital Regional Development Council, and respectfully request the New Hampshire Public Utilities Commission approve the Joint Petition, modified by this Settlement Agreement as follows:

- 1.) The undersigned agree that paragraphs 6 & 7 of the October 14, 2016 filed Joint Petition are modified in accordance with the attached "CONCORD STEAM INTERCONNECTION & TRANSITION FUND GUIDELINES AND ADMINISTRATION". Settlement Agreement, Exhibit A.
- 2.) The undersigned agree that paragraph 12 of the October 14, 2016 filed Joint Petition is modified to exempt all of Liberty residential customers, not just low-income residential customers.
- 3.) With the revisions in paragraphs 1 and 2 of this Settlement Agreement, the undersigned agree that approval of the Joint Petition is in the public interest.

WHEREFORE, the undersigned respectfully request approval of the Joint Petition, as modified by this Settlement Agreement, as soon as is practicable.

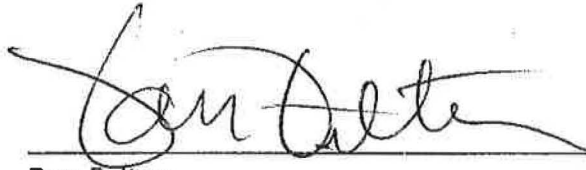
DG 16-827 SETTLEMENT AGREEMENT -- EXHIBIT A
CONCORD STEAM INTERCONNECTION & TRANSITION FUND
GUIDELINES AND ADMINISTRATION

1. **PROCESS:** Upon approval by the New Hampshire Public Utilities Commission, Liberty will remit \$1,000,000 to the Capital Regional Development Council (CRDC) for the purposes of creating a dedicated Concord Steam Interconnection & Transition Fund (Fund) described herein.
2. **GRANT PROGRAM ALLOCATION:**
 - a) Grants of up to \$50,000 for residential or non-profit customers, for the purpose of direct grant support, or paying down/reimbursing expenses or refinancing existing loans.
 - b) Grants of up to \$75,000 for business customers, for the purpose of direct grant support, or paying down/reimbursing expenses or refinancing existing loans.
 - c) \$485,000 of the amount will be set aside for grants for residential and non-profit customers.
 - d) \$485,000 of the amount will be set aside for grants for business customers.
 - e) \$30,000 of the amount set aside for the CRDC administrative fee.
3. **APPLICATION:** The CRDC will prepare grant application materials and make public a request for applications on its website, and also a notice of availability in the Concord Monitor, if practicable. The CRDC will coordinate with Liberty to communicate the availability of the Fund and grant application materials, with Liberty sending by mail the grant application materials to the customer list on the same day the CRDC makes it public. Grant applications to the Fund shall be due within thirty (30) days of the date made available.
4. **FUND MANAGEMENT:** The CRDC will fund eligible and qualifying applications received based under paragraphs 2(c) or 2(d) above. Where the amount of eligible and qualifying applications exceeds either paragraph 2(c) or 2(d), grants will be provided on an equiproportional basis, subject to financial hardship determinations in paragraph 6. If the amounts in paragraphs 2(c) or 2(d) above are either not used or not committed by August 1, 2017, then a transfer between 2(c) and 2(d) is allowed, provided there is a demand. No payments shall be made from the Fund after October 1, 2017.
5. **ELIGIBLE AND QUALIFYING EXPENSES:** The direct cost of high efficiency natural gas fired-boilers, any interconnection costs and related expenses, and any necessary public health and safety remediation related to the transition and interconnection. Physical conversions that began or were completed prior to the filing at the New

Hampshire Public Utilities Commission proposing Concord Steam's closure on July 21, 2016 shall not be eligible.

6. **REQUIRED LEVERAGE:** Customers shall provide a minimum of 10 percent of total project costs in order to secure a grant, either by the applicant or through a third-party secured by the applicant. This required leverage may be waived if the customer demonstrates financial hardship, defined as an inability to secure alternative financing and negative current cash flow.
7. **LIMITATIONS AND AUTHORITY:** No person, owner, developer, business organization, or any subsidiary thereof, may qualify for more than one application to the Fund. There would be no risk analysis for grants, just a check on legal standing and legitimacy. The CRDC has final, non-appealable authority on all decisions and amounts awarded.
8. **CRDC FEE:** Flat \$30,000 fee to manage fund until October 31, 2017.
9. **REPORTING:** As a condition of receiving grant monies, customers shall agree to: 1.) report to the CRDC when transition and interconnection has been completed; and 2.) remit any unused grant monies, where applicable, to CRDC on or by October 15, 2017. The CRDC shall provide an update report on May 31, August 10 and October 31 of 2017 to the New Hampshire Public Utilities Commission and Service List in DG 16-827 summarizing the applications, fund disbursements, fund balance, and effective physical conversions.
10. **REMITTANCE:** Consistent with paragraph 11 of the Joint Petition, the CRDC shall remit to Liberty any unused and remaining fund balance on or by October 31, 2017.
11. **MODIFICATION:** The above criteria and guidelines for this dedicated fund may only be changed upon petition to the New Hampshire Public Utilities Commission, a hearing, and upon a finding in the public interest.
12. **CRDC EFFORTS:** The Capital Regional Development Council, CRDC, will use its good faith efforts to administer the Fund and the award of grants. However, in the absence of willful misconduct or fraud, CRDC shall have no liability to any party whatsoever in connection with its services hereunder.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Dan Feltes", written over a horizontal line.

DATE:

2/6/17

Dan Feltes

State Senate -- District 15

33 N. State Street

Legislative Office Building, Room 5

Concord, NH 03301

dan.feltes@leg.state.nh.us

Respectfully Submitted,

By: _____ Dated: 2/6/2017

Michael B. Mooiman
The Jordan Institute, Inc.
6 Dixon Avenue, Suite 201
Concord, NH 03301
mooimanm@franklinpierce.edu

Respectfully Submitted,

By: 

Dated: 2/6/17

Dana Nute, General Manager

Resilient Buildings Group, Inc.

6 Dixon Ave. Suite 200

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Respectfully submitted,

Hansi Glahn DATE: 1/31/17

Hansi Glahn
President
Woman's Club of Concord
44 Pleasant Street
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ddep@comcast.net

Respectfully submitted;



DATE: 2-1-17

Steve Wade
Executive Director
Brain Injury Association of NH
52 Pleasant Street
Concord, NH 03301
steve@bianh.org

Respectfully submitted,



DATE:

2/2/17

~~Becky Field~~ MICHAEL GFROERER

~~Church Council Member and Immediate Past President~~ PROPERTY STEWARDSHIP MINISTRY

South Congregational Church

27 Pleasant Street

Concord, NH 03301

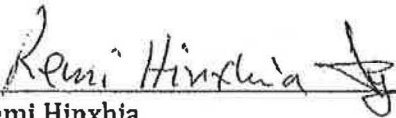
fieldworkphotos@gmail.com

DATE: _____

Diane Johnston
Board Chair
First Church of Christ, Scientist
33 School Street
Concord, NH 03301
dystep@comcast.net
Respectfully submitted,

DATE: _____

David Pelletier
Director of Operations
CenterPoint Church
20 North Main Street
Concord, NH 03301
davep@centerpointnh.org
Respectfully submitted,



DATE: 2/3/2017

Remi Hinxhia
President
Associated Enterprises, Inc.
136 North Main Street
Concord, NH 03301
Respectfully submitted,

DATE: _____

Mark Ciborowski
Manager
Ciborowski Associates
18 North Main Street, #202
Concord, NH 03301
markcibo@g4com.net Respectfully submitted,


DATE: _____

Steve Wade

Respectfully submitted,

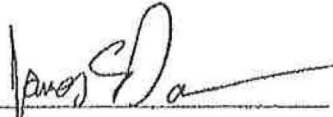
June W. Mather DATE Feb. 3, 2017
June W. Mather
Board Chair
First Church of Christ, Scientist
33 School Street
Concord, NH 03301
Junemather@aol.com

Respectfully submitted,

 DATE: 2-2-17

Tom Aspell
City Manager
City Hall, City of Concord
41 Green Street
Concord, NH 03301
taspell@concordnh.gov
jkenedy@concordnh.gov

Respectfully submitted,



DATE: 1/30/17

James Doremus
Chief Executive Officer
Concord Family YMCA
15 North Main Street
Concord, NH 03301
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Respectfully submitted,

Gary McShirke

DATE: 1 Feb 2017

Gary Shirk
Board Member
Concord Community Music School
23 Wall Street
Concord, NH 03301
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Respectfully submitted,

Mark Ciborowski DATE: 1-31-17

Mark Ciborowski

Manager

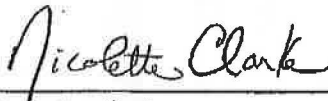
Ciborowski Associates

18 North Main Street, #202

Concord, NH 03301

markcibo@g4com.net

Respectfully submitted,



DATE: February 1, 2017

Nicolette Clarke
Executive Director
Capitol Center for the Arts
44 South Main Street
Concord, NH 03301
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Respectfully submitted,

 DATE: 1/30/2017

Rosemary M. Heard

President

CATCH: Neighborhood Housing

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Concord, NH 03301

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Respectfully submitted,



DATE: 2/3/17

Stephen A. Heavener, Executive Director
Capital Region Development Council
PO Box 664
Concord, NH 03302
sheavener@crdc-nh.com

WHEREFORE, the undersigned respectfully request approval of the Joint Petition, as modified by this Settlement Agreement, as soon as is practicable.

Two handwritten signatures in cursive script. The top signature is more fluid and elongated, while the bottom signature is more compact and rounded.

Fords
2/3/17

Respectfully submitted,



DATE: 2/6/17

David Pelletier
Director of Operations
CenterPoint Church
20 North Main Street
Concord, NH 03301
davep@centerpointnh.org

Respectfully submitted,



D. Maurice Kreis
Consumer Advocate

Office of the Consumer Advocate
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603.271.1174

February 6, 2017