

BEFORE THE NEW HAMPSHIRE PUBLIC UTILITIES COMISSION

REQUEST FOR WAIVER OF N.H. CODE ADMIN. RULE PUC #303.02 ON BEHALF OF PETERBOROUGH RETIRMENT COMMUNITY (RIVERMEAD)

Background

Peterborough Retirement Community at Upland Farm, Inc (RiverMead) is a Continuing Care Retirement Community (CCRC) located In Peterborough, New Hampshire; RiverMead is comprised of two campuses: the *Mead Campus*, which opened in 1995 and consists of 114 ILU, 29 assisted living, 17 assisted living memory care and 33 skilled nursing and an extensive common area with dining, pool and other community features; and the *Village Campus*, which opened in 2013 on an adjacent parcel of land and consists of 40 ILU cottages and apartments, 20 assisted living and significant common area which houses dining and meeting rooms. The existing community and the planned improvements are residential in nature and are designed to allow residents to age in place in a dignified manner.

The Project

RiverMead is currently involved in a multi-phased renovation and expansion project on both the Village and Mead campuses. All required permit and approvals have been obtained from the applicable local and state agencies and departments.

Phase I: Village Cottage and Maintenance Building

Phase I consists of two duplex cottage buildings housing a total of four Independent Living Units (ILUs) and the construction of a new maintenance building. Phase I is under construction and will be complete in June 2018.

Phase II: Village Villas Construction and Village Commons Expansion

Phase II will involve the construction of two 12-unit Villa buildings for a total of 24 ILUs and the expansion of the Village Commons to accommodate additional dining and common spaces. Phase II started construction in February 2018 and is expected to be complete in May 2019.

Phase III: Mead Health & Wellness Expansion and Renovation

Phase III will consist of a renovation and expansion of the Health Center adding approximately six new assisted living rooms; an addition to the wellness center and various dinning and commons updates and renovations. Phase III is scheduled to commence construction in the summer of 2018.

Services and Amenities

Each resident enters into a Resident Service Agreement with RiverMead; this service agreement (attached) lists the services and amenities that each resident has access to and that are included in the fee structure for each residential unit. These services and amenities are as follows:

Community Center

RESIDENT may use the dining rooms, lounges, lobbies, library, social and recreational facilities, and other public areas of the Community Center which PROVIDER has made available for the use and enjoyment of the residents of RiverMead. Such use is subject to reasonable rules, established by the PROVIDER, which shall be applicable to all RESIDENTS.

Health Center

PROVIDER will supply care in the on-site Health Center when medically necessary without any increase in the then current monthly fee, except for the charge for two extra meals per day, laundry and other expenses not covered in this Agreement. If accommodations are not immediately available in the on-site Health Center, PROVIDER will be responsible to pay for similar services at an off site long term care facility. RESIDENT would be transferred back to the Health Center as soon as accommodations are available.

Food Services

Meal Services

Two nutritionally balanced meals a day will be available at the Community Center. One meal a day is included in the Monthly Service Fee. RESIDENT may elect to take additional meals at the prevailing extra charge.

Tray Service

Tray service will be provided in the Living Accommodations during minor short-term illnesses of 14 days or less when approved by the PROVIDER'S Medical Director or his/her designee for the one meal a day included in the Monthly Fee. If additional meals and tray service are required, a charge will be incurred by RESIDENT for the additional meals not covered in the Monthly Fee.

Private Dining Room

Two private dining rooms are available for family gatherings or other special occasions for RESIDENT, subject to reservation and availability. Food Service can be provided in the Private Dining Room for an additional charge.

Guest Meals

Guest meals will be provided for guests of RESIDENT at the COMMUNITY. Fees for guest meals may be charged to RESIDENT and will be reflected on RESIDENT'S monthly statement.

Housekeeping

Light Housekeeping services will be provided every other week at no additional charge in RESIDENT'S Living Accommodation. Resident's bed linens will be cleaned weekly at no additional charge. On an annual basis, heavy housekeeping service will be provided which shall include cleaning windows and moving furniture. RESIDENT is responsible for maintaining Living Accommodation in a clean and sanitary condition. Additional housekeeping services will be available to RESIDENT at an additional charge.

Maintenance

Furnishings, appliances, and other property and equipment supplied by the COMMUNITY will be repaired and maintained or replaced by the COMMUNITY. Repairs, maintenance, and replacement of Resident's personal property will be the responsibility of the Resident.

Utilities

Sewer, water, electricity, heat and air conditioning, cable tv, internet and trash removal will be furnished at no additional cost to RESIDENT. RESIDENT is responsible for the cost of telephone service to the Living Accommodation.

Grounds

Basic grounds keeping, including lawn service and common area gardens, will be furnished at no additional cost to RESIDENT.

Gardens

Ground floor RESIDENTS and RESIDENTS of cottages may plant flowers, greenery and other non-wild, non-food-bearing plants around their patio areas in dimensions determined by the COMMUNITY. A portion of the campus of the COMMUNITY will be designated for RESIDENT garden plots for the growing of

vegetables and flowers. RESIDENTS may reserve these garden plots at no additional charge.

Local Transportation

PROVIDER will provide scheduled local transportation for RESIDENTS to shopping centers, banks and other points of common interest, as well as individual trips to physicians, dentists and hospitals within the local area of the COMMUNITY in the event other conveyance is unavailable and transportation is requested in advance.

Activities

PROVIDER will provide a planned schedule of social, cultural, educational, recreational and religious activities. PROVIDER reserves the right to pass on to RESIDENT the costs incurred in providing programs which require special materials, admission fees, charter bus service or other outside expenses.

Emergency Service

An emergency call system will be located within each Living Accommodation. Any emergency call received from a RESIDENT will be answered twenty four hours a day, seven days a week.

Storage Areas

A storage area, capable of being locked, will be available for use by RESIDENT of each apartment unit. Each cottage unit has a garage with extra space for storage.

Taxes

PROVIDER is responsible for any real estate taxes assessed to the COMMUNITY.

Beautician/Barber Services

Beautician and Barber services will be available to RESIDENT in the COMMUNITY at an additional charge, payable by RESIDENT. These services are provided by and paid directly to an independent contractor.

Country Store

A Country Store will be available to RESIDENT during scheduled hours of operation. Purchases will be an additional charge to RESIDENT.

Parking

Lighted and well-maintained parking areas will be available to RESIDENT at no additional charge. Covered parking on the Mead campus may be available to RESIDENT of an apartment at an additional charge.

Applicable Rules

We understand that the applicable Commission rules are as follows:

- PUC 302.12 “Master Metering” means the use of a single meter to supply electrical service at a building that contains two or more residential premises
- PUC 303.02 Master Metering
 - (b) no utility shall install master metering at a multi-tenant building containing any residences if the occupants of any unit receiving electric service through the master meter have temperature control over any portion of the electrical space heating, electrical air conditioning or electric water heating service for the unit (c) Section (b) above shall not apply to hotel, motels, dormitories and time-sharing interests in condominiums as defined in RSA 356-B:3

Basis of Variance Request

As a requirement of a 2011 tax exempt bond issue, RiverMead is required to retain its 501(c)(3) status and continue to operate as a LifeCare retirement community throughout the term of the bonds (2041). Furthermore, even after the term of the 2011 bonds, RiverMead is required to continue operating as a 501(c)(3) organization. If it ceases to operate as such the state of New Hampshire would require all the community’s assets be transferred to another 501(c)(3) or to the state.

Residents of RiverMead pay a onetime entrance fee and an ongoing monthly fee based on the initial unit they choose. These fees covers all utility costs. Residents do not have a fee-simple ownership in any part of the unit or community rather they have the right to an apartment or a health care accommodation throughout their lifetime.

RiverMead will continue to operate as a LifeCare retirement community in perpetuity.

This basis for this variance is that utility costs are not passed directly to residents, but are paid in total by the community. Thus, electric meters are not needed for each individual residential unit. Furthermore, as RiverMead is required to operate as a LifeCare community for an indefinite period, installing meter sockets to accommodate

any future change in use would be counterproductive. RiverMead provides a much-needed service to the regions aging population; it is in the public interest to keep construction costs low so that the savings can be passed on to the residents.

We recognize that the purpose of the master meter prohibition is to encourage the efficient use of electricity by having residents of multi housing units be cognizant of their electricity usage by receiving individual bills. Considering how RiverMead operates and how it will continue to operate, payment based on individual resident consumption is not an option. The separate wiring of each apartment to accommodate individual meters would greatly increase the cost of construction and would not yield the benefit it was intended to create.

RiverMead Villas - Energy Efficient Design

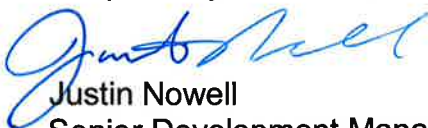
The design of the Villas at RiverMead incorporate many energy efficient measures including:

- 19 SEER VRF Heat Pump system
- High efficiency gas boilers & combination boiler / water heaters (95-96% AFUE)
- Interior and Exterior LED lights throughout
- Specified water closets are 1.28 gpf in lieu of the code required 1.6 gpf.
- Design exceeds envelope compliance requirements by 4%

Summary

In summary we request that the Commission grant RiverMead a waiver of PUC 303.03 to allow master metering for the two Villa on the Village campus.

Respectfully submitted,



Justin Nowell
Senior Development Manager
Eventus Strategic Partners
1600 Market Street, Suite 1701
Philadelphia, PA 19103
Email: jnowell@eventus-partners.com
Phone: 215-253-7204