

**STATE OF NEW HAMPSHIRE
before the
PUBLIC UTILITIES COMMISSION**

Docket No. DE 19-057

STATE OF NEW HAMPSHIRE
SUPREME COURT

DOCKET NO. 2021-0498

APPEAL OF PUBLIC SERVICE COMPANY OF NEW
HAMPSHIRE D/B/A EVERSOURCE ENERGY

SETTLEMENT AGREEMENT

Appellant Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource”) and the New Hampshire Department of Energy (the “Department”), the Parties to the above-captioned appeal, hereby agree to the following terms and stipulations of settlement of the issues raised in this appeal:

WHEREAS, Eversource appealed the New Hampshire Public Utilities Commission (“Commission”) Orders 26,504 (July 30, 2021) and 26,528 (September 27, 2021) entered in Commission Docket No. DE 19- 057 (“Notice of Intent to File Rate Schedules”) to this Court on October 27, 2021 (the “Appeal”); and

WHEREAS, the Appeal concerns the Commission’s disallowance in Docket No. DE 19-057 of \$911,000 in capital investments in the Pemigewasset Substation Project; and

WHEREAS, following this Court's acceptance of the Appeal, the Parties have reached agreement on terms to settle the Appeal;

NOW THEREFORE, the Parties hereby enter into this Settlement Agreement to resolve the Appeal on the following terms:

I. Contingent on the Commission entering an order or order *nisi* (1) modifying Order No. 26,504 (July 30, 2021), and (2) revising the Commission's disallowance of \$911,000 in capital investments related to the Pemigewasset Substation Project in Docket No. DE 19-057, and such order becoming final, the Parties agree to the following, which agreement shall be binding on Eversource and the Department, their successors and assigns, in all future proceedings before the Commission:

a. The Parties shall request that the Commission reduce its disallowance in capital investments related to the Pemigewasset Substation Project incurred by Eversource from \$911,000 to \$614,652.

b. The Parties will request that in conjunction with the Commission's approval of the disallowance reduction from \$911,000 to \$614,652, the Commission approve recovery by Eversource of the revenue requirement on the \$296,348 difference in

capital investments in the Pemigewasset Substation Project over the remaining useful life of the project for recovery in the base distribution rate change taking effect as a result of Eversource's next base distribution rate case proceeding.

c. Eversource will forego recovery of any revenue requirements associated with the \$296,348 for the period from August 1, 2021, the original effective date of allowed recovery in base rates, through the base rate change taking effect as a result of Eversource's next base rate distribution rate case proceeding.

d. Eversource shall account for the revised disallowance of \$614,652 in Eversource's general ledger accounts as a debit to FERC Account 426.5, a below-the-line expense account, and a credit to FERC Account 101, subaccount 362-Plant in Service, Substation.

2. The Parties will jointly move that the New Hampshire Supreme Court remand the Appeal to the Commission for the limited purpose of effectuating the settlement.

3. In the event that the Commission reopens Docket No. DE 19- 057 for the limited purpose of effectuating this settlement, the Parties agree

that such reopening of Docket No. DE 19-057 shall be limited solely to the consideration of the settlement terms set forth in Paragraph 1 above.

Neither of the Parties will request further consideration or review by the Commission of any matters outside the scope of the Commission's approval of the disallowance reduction from \$911,000 to \$614,652, and the establishment of the difference of \$296,348 of the capital investments in the Pemigewasset Substation Project.

4. In the event that the Commission reopens Docket No. DE 19- 057 and enters a final order as set forth in paragraph 1 above, Eversource will withdraw the pending Appeal.

5. In the event that the Commission does not reopen Docket No. DE 19-057, does not enter a final order as set forth in paragraph 1 above, or enters a final order as set forth in paragraph 1 above but imposes additional or modified terms or conditions that are inconsistent with the settlement terms in paragraph 1, this Settlement Agreement will become null and void and the Appeal shall be returned to the Supreme Court for the resumption of the appeal process. In the event that any Party or the Commission does not comply with the conditions in paragraph 3 above, then Eversource can

elect to terminate this Settlement Agreement upon providing five days prior written notice thereof to the Department.

6. This Settlement Agreement is entered into to resolve differences between the Parties with respect to the subject matter hereof, and nothing in this Agreement, or in the approval of the settlement by the Commission, shall be deemed to constitute an admission on the part of either of the Parties, nor shall this Agreement or such approval be deemed to foreclose the Parties from taking any position in any subsequent proceeding.

7. This Settlement Agreement, which shall be construed in accordance with New Hampshire law, may be executed in counterparts, contains the entire agreement of the Parties on the subject matter hereof, supersedes all prior agreements on the subject matter hereof, and may be amended only by a written agreement signed by the Parties.

Agreed to as of this 30th day of June, 2023.

Respectfully submitted,

PUBLIC SERVICE COMPANY OF NEW
HAMPSHIRE d/b/a EVERSOURCE ENERGY

Signed: August 21, 2023

By: /s/ Jessica A. Chiavara

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENERGY

Signed: August 21, 2023

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