

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

**HAMPSTEAD AREA WATER COMPANY, INC.**

**DW 20-117**

**Request for Change in Rates**

**SETTLEMENT AGREEMENT – PERMANENT RATES**

This Settlement Agreement for Permanent Rates (Settlement Agreement) is entered this 6<sup>th</sup> day of May 2022, by and among the New Hampshire Department of Energy (DOE), the Office of the Consumer Advocate (OCA), the intervenor Towns of Atkinson and Hampstead<sup>1</sup>, and the Hampstead Area Water Company, Inc. (HAWC or the Company) (together, the Settling Parties), in order to, among other things, set permanent rates for the Company, pursuant to RSA 378. The Settling Parties agree to this joint submission to the New Hampshire Public Utilities Commission (Commission) to seek its approval.

**I. BACKGROUND AND PROCEDURAL HISTORY**

HAWC is a regulated public utility defined by RSA 362:2 and RSA 362:4, providing water service to approximately 3,857 customers in the communities of Atkinson, Chester, Danville, East Kingston, Fremont, Hampstead, Kingston, Newton, Nottingham, Plaistow, Salem, Sandown, and Strafford. On July 23, 2020, HAWC filed a Notice of Intent to File Rate Schedules. On September 22, 2020, the Commission granted the Company's Motion to Withdraw Notice of Intent to File Rate Schedules, Without Prejudice filed the day prior. On September 28, 2020, HAWC filed a new Notice of Intent to File Rate Schedules.

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<sup>1</sup> The other intervenors in this matter – all whom did not join this Settlement Agreement – are Karen Steele, who filed prefiled testimony, and Sarah Theriault and the town of Danville, who both did not file prefiled testimony. See Secretarial Letter dated April 9, 2021, at Tab 32 of the online docket.

On November 24, 2020, the Company filed its rate schedules and supporting documentation, based on a 2019 test year, which included a Motion for Protective Order and Confidential Treatment, proposed revised tariff pages, proposed temporary tariff pages, and a proposed Water Infrastructure and Conservation Adjustment mechanism. HAWC proposed to increase its annual revenues on a permanent basis by a total of \$1,523,330, or 65.51 percent, to a total revenue requirement of \$3,848,758. The Company also proposed, among other things, an inclining block volumetric rate, a first for the Company.

For permanent rates, the Company proposed an increase of its current volumetric rate from \$6.11 per hundred cubic feet (ccf) to \$7.22 per ccf.

The Commission issued an Order Suspending Proposed Tariffs and Scheduling Prehearing Conference, Order No. 26,437, on December 18, 2020, which the Company published on its website that same day. On February 22, 2021, the Company filed an Assented-To Motion to Allow Additional Customer Notice and Extend Deadline to Intervene, which the Commission granted by Secretarial Letter dated March 3, 2021. An affidavit of mailing of said Additional Notice occurring on March 5, 2021, was filed on March 17, 2021.

The Company replaced its rate case schedules with a searchable PDF format on March 11, 2021, as requested during the Prehearing Conference on February 10, 2021. A proposed procedural schedule was filed by Commission Staff (now DOE Staff) on March 11, 2021 and approved by the Commission on March 18, 2021. On April 9, the Commission granted the following five petitions for intervention: the Town of Hampstead; the Town of Danville; the Town of Atkinson; Sarah Theriault; and Karen Steele.

On May 19, 2021, DOE filed a Settlement Agreement on Temporary Rates reached with the Company and the OCA<sup>2</sup> which was approved by the Commission on January 17, 2022. See online docket at Tab 87.

The Settling Parties and the intervenors conducted discovery and attended multiple technical sessions including additional technical sessions and discovery established by the amended procedural schedule approved by the Commission on October 14, 2021, and multiple rounds of discovery served by the intervenors. Prior to filing this rate case, DOE also performed an audit of HAWC's books and records. On October 26, 2021, discussions were held among DOE and the Company during a technical session/settlement conference, and since that time settlement discussions continued including with all the parties. The result of these discussions led to agreement of the Settling Parties on the below terms.

## **II. TERMS OF PERMANENT RATE SETTLEMENT AGREEMENT**

### **A. Overview and Proposed Timeline for Illustrative Purposes**

#### **i. Overview**

The Settlement Agreement requests that the Commission approve, among other items all detailed below, a permanent rate revenue requirement and two proposed step adjustments (Step I and Step II). The step adjustments will be an additional filing, or filings, made following the Commission's order approving this Settlement Agreement, and subject to audit by the DOE Audit Division, as shown in the schedules attached to this Settlement Agreement.<sup>3</sup>

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<sup>2</sup> The Settling Parties reached a settlement on temporary rates filed with the Commission on May 19, 2021, and presented at a settlement hearing on May 28, 2021. The Commission approved this settlement on January 17, 2022, effective that same day.

<sup>3</sup> Attached to the Settlement Agreement are the following six schedules: Attachment A (Permanent Rates); Attachment B (Step I Adjustment); Attachment C (Step II Adjustment); Attachment D (Updated Cost of Service Study); Attachment E (Proposed Permanent Rate Tariff and Municipal Fire Protection Tariff Language); and Attachment F (Municipal Fire Service Agreements). These attachments are incorporated as material terms whether or not specifically identified or set forth in the paragraphs of this Settlement Agreement.

The Settling Parties agree and recommend that the Company will file the step adjustment requests no sooner than June 20, 2022. The Settling Parties recognize that HAWC's customers will face at least three distinct rate increases (permanent rate increase, Step I Adjustment rate increase, and Step II Adjustment rate increase). In order to avoid possible rate shock, the Settling Parties agree and recommend that the effective date of the three rate increases should be spread out.<sup>4</sup> Thus, the Settling Parties agree and recommend that the permanent rates become effective upon issuance of a Commission Order approving this Settlement Agreement. The Settling Parties further agree and recommend that the Step I Adjustment's resulting rates shall not be implemented any sooner than December 16, 2022. The rates resulting from the Step II Adjustment, furthermore, shall not be implemented any sooner than June 16, 2023.

**ii. Proposed Timeline**

The Settling Parties agree to the following sequential timeline and provide it for illustrative purposes, to the Settling Parties and the Commission, as a framework for the remaining issues in this docket.

1. May 11 and 12, 2022 - Hearing on Permanent Rates
2. Commission Order #1 – Approves Settlement Agreement, including Permanent Rate Revenue Requirement and resulting rates which become effective upon issuance of Order
3. HAWC shall file updated tariffs within 15 days of Commission Order #1
4. HAWC files rate case expenses and temporary to permanent rate reconciliation calculations within 30 days of Commission Order #1, which the DOE will review, subject to possible discovery requests
5. June 20, 2022 – Earliest date for Company to file Step I and Step II Adjustment Filing(s)<sup>5</sup>

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<sup>4</sup> The Settling Parties recognize that these rate increases are not inclusive of the rate case expenses or temporary to permanent rate reconciliation, which is described below.

<sup>5</sup> The Settling Parties agree that the Company shall make the determination as to the timing and format of the Step Adjustment filings (e.g., if it is a combined filing submitted on the same date or two separate filings). As such, the Settling Parties recommend that the Commission allow adjustment of the proposed timeline without modification of Commission Order #1 approving the Settlement Agreement as the timeline is merely provided for illustrative purposes.

6. DOE submits report to Commission, in consultation with the Settling Parties, seeking approval of rate case expenses and temporary to permanent rate reconciliation
7. Commission Order #2 – Approves rate case expenses and temporary to permanent rate reconciliation
8. DOE Audit Division conducts audit of Step I Adjustment and submits audit report to the parties
9. DOE submits final report, in consultation with the Settling Parties, to the Commission seeking approval of the Step I increase in revenue requirement and resulting rates
10. Commission Order # 3 – Approves Step I Adjustment increase to revenue requirement and resulting rates
11. December 16, 2022 – Earliest effective date for Step I Adjustment resulting rates
12. DOE Audit Division conducts audit of Step II Adjustment and submits audit report to the parties
13. DOE submits final report, in consultation with the Settling Parties, to the Commission seeking approval of the Step II Adjustment increase in revenue requirement and resulting rates
14. Commission Order # 4 – Approves Step II Adjustment increase to revenue requirement and resulting rates
15. June 16, 2023 – Earliest effective date for Step II resulting rates

**B. Permanent Rate Revenue Requirement**

The Settling Parties agree to an overall revenue requirement of \$2,540,482, which represents an increase of 13.30 percent, or \$298,319, over pro forma 2019 test year annual water revenues of \$2,242,163 (Attachment A, Schedule 4, Column 6). The revenue requirement is based on a total test year rate base of \$5,292,591 which the Settling Parties agree is prudent, used, and useful (Attachment A, Schedule 3, Column 6). The Settling Parties have agreed to an overall rate of return of 6.20 percent which when applied to the agreed upon rate base results in an operating income requirement of \$328,060.

The Settling Parties agree that the foregoing permanent rate revenue requirement represents a reasonable compromise of all issues relating to the permanent rate revenue requirement. The sums expressed above and provided in the attached schedules are the result of compromise and settlement and are liquidations of all adjusted net operating income requirement and revenue requirement issues. The Settling Parties agree that the permanent rate revenue requirement recommended to the Commission in this Settlement Agreement results in permanent rates for HAWC's customers that are just and reasonable and serve the public interest within the meaning of RSA 374:2 and RSA 378:7. The Settling Parties further agree that the resulting rates reflect HAWC's investment in plant that is prudent, used and useful, and based on a reasonable rate base and a just and reasonable rate of return thereon, in compliance with RSA 378:27-29.

**C. Step I Adjustment**

The Settling Parties agree that the Company shall be allowed a step adjustment, Step I, primarily based upon three components: (1) the costs associated with post-test year plant additions placed in service between January 1 through December 31, 2020, including plant additions related to the Southern New Hampshire Regional Water Project (SNHRWP); (2) the Company's purchase of Manchester Source Development Charge (MSDC) capacity credits from Manchester Water Works in 2020, which is added to rate base as a deferred debit and amortized over 39 years, the remaining life of the SNHRWP contract; and (3) various other operating incoming adjustments. The Settling Parties agree that the Company may file its Step I petition anytime after June 20, 2022, and that the resulting rates, subject to Commission approval, will be effective no earlier than December 16, 2022.

Once filed, the DOE Audit Division will review and submit a report to the parties in this docket. The DOE, and other parties to the docket, will then review the filing and resulting

calculations, in conjunction with the Company, and submit a report to the Commission recommending a final revenue requirement increase and resulting rates.

The Settling Parties agree that the proposed Step I Adjustment, subject to DOE Audit Staff and Settling Parties' review, will result in an increase not to exceed \$258,450 in the Company's revenue requirement, utilizing a rate of return of 4.50 percent. HAWC's rate base will increase by no greater than \$2,368,015, for a total not to exceed of \$7,660,606. The Step I Adjustment represents an approximate 11.53 percent increase over the Company's pro forma 2019 test year water revenues of \$2,242,163, as set forth in the schedules included in Attachment B.

**D. Step II Adjustment**

The Settling Parties agree that the Company shall be allowed a step adjustment, Step II, primarily based upon three components: (1) the costs associated with post-test year plant additions placed in service between January 1 through December 31, 2021; (2) post-test year plant retirements; and (3) various other operating income adjustments. The Settling Parties agree that the Company may file its Step II petition anytime after June 20, 2022, and that the resulting rates, subject to Commission approval, will be effective no earlier than June 16, 2023.

Once filed, the DOE Audit Division will review and submit a report to the parties in this docket. The DOE, and other parties to the docket, will then review the filing and resulting calculations, in conjunction with the Company, and submit a report to the Commission recommending a final revenue requirement increase and resulting rates.

The Settling Parties agree that the proposed Step II adjustment, subject to DOE Audit Staff and Settling Parties' review, will result in an increase not to exceed \$220,023 in the Company's revenue requirement, utilizing a rate of return of 3.38 percent. HAWC's rate base

will increase by no greater than \$175,549, for a total not to exceed of \$7,836,155. That is an approximate 9.81 percent increase over pro forma 2019 test year water revenues of \$2,242,163, as set forth in the schedules included in Attachment C.

**E. Maximum Combined Effect of Permanent Rate Revenue Requirement, Step I, and Step II Adjustment**

The Settling Parties agree that the maximum combined effect of the Permanent Rate Revenue Requirement (\$298,319), Step I (not to exceed \$258,450), and Step II (not to exceed \$220,023), would be at total maximum revenue requirement increase of \$776,792 (\$298,319 + not to exceed \$258,450 + no to exceed \$220,023). The resulting revenue requirement, after approval of Step II, would not exceed \$3,018,955 (Attachment A, Schedule 1). That is an approximate 34.64 percent increase in the pro forma 2019 test year water revenues of \$2,242,163.

**F. Effective Date of Permanent Rate Revenue Requirement Increase**

The Settling Parties agree and recommend that the effective date for these permanent rates should be the earlier of June 17, 2022, or the date the Commission issues an order approving this Settlement Agreement, on a service-rendered basis.

**G. Cost of Equity**

The Settling Parties agree and recommend approval of a Cost of Common Equity in this proceeding of 9.63 percent with a capital structure for purposes of determining the permanent rate revenue requirement of 55.05 percent debt and 44.95 percent equity (Attachment A, Schedule 2). The Settling Parties agree that use of this Cost of Common Equity will be used in the calculation of the proposed permanent rate revenue requirement and proposed Step I and Step II Adjustments.



## H. Rate Design

### i. Permanent Rate Revenue Requirement Rates

The Settling Parties agree to a rate design for permanent rates with customer charges based on pipe size, volumetric charge, and private fire protection based on pipe size. The Settling Parties agree that the following permanent rates, based upon the proposed increase in the Company's annual water sales revenue, are just and reasonable. The proposed rates, shown in the table below, are based upon a monthly rate and a consumption charge per ccf of water consumed.

<b>PERMANENT RATE</b>			
Rate Group	Previously Approved Rate	Proposed Permanent Rate Revenue Requirement Rate	Percentage Change
<b>Meter Charge</b>			
<b>5/8 inch meter</b>	\$10.00	\$11.92	19.2%
<b>3/4 inch meter</b>	\$20.00	\$27.87	39.4%
<b>1 inch meter</b>	\$30.00	\$54.45	81.5%
<b>1 ½ inch meter</b>	\$60.00	\$107.61	79.4%
<b>2 inch meter</b>	\$100.00	\$139.50	39.5%
<b>Consumption Charge (per ccf)</b>	\$6.11	\$6.90	12.9%
<b>Private Fire Protection Charge</b>			
<b>1 ½ inch pipe</b>	\$8.33	\$2.49	(70.1%)
<b>2 inch pipe</b>	\$16.67	\$5.31	(68.1%)
<b>3 inch pipe</b>	\$33.33	\$15.43	(53.7%)
<b>4 inch pipe</b>	\$50.00	\$32.87	(34.3%)
<b>6 inch pipe</b>	\$125.00	\$95.49	(23.6%)

For the meter charge, the majority of HAWC's customers (greater than 90 percent) have a 5/8 inch pipe supplying water, and these rates will result in an increase of 19.2 percent. The Settling Parties note that the private fire protection charge will decrease from its currently approved rate as the customer group will expand by approximately 1,000 customers, to include

residential ratepayers who have not been previously charged the existing rate. A copy of the proposed tariff pages reflecting the permanent rate increase are included as Attachment E.

**ii. Estimated Step I Rates**

The Settling Parties Agree that the following chart estimates the highest allowable impact on ratepayers as compared to the Permanent Revenue Requirement rates, if the Commission approves those rates detailed above. The estimated rate design is based upon a monthly rate and a consumption charge per ccf of water. The Settling Parties reiterate that these rates presented in the table below are merely illustrative and intended to exhibit the maximum rate allowed by the Settlement Agreement with the possible approval of the Step I increase. The Settling Parties, furthermore, note that only the meter and consumption charge will be adjusted due to the Step I increase to the Company’s revenue requirement. The private fire protection rate will not be adjusted.

<b>STEP I</b>			
Rate Group	Proposed Permanent Rate Revenue Requirement Rate	Proposed Step I Rate	Percentage Change
<b>Meter Charge</b>			
<b>5/8 inch meter</b>	\$11.92	\$12.89	8.1%
<b>3/4 inch meter</b>	\$27.87	\$30.15	8.2%
<b>1 inch meter</b>	\$54.45	\$58.91	8.2%
<b>1 ½ inch meter</b>	\$107.61	\$116.42	8.2%
<b>2 inch meter</b>	\$139.50	\$150.93	8.2%
<b>Consumption Charge (per ccf)</b>	\$6.90	\$7.72	11.9%
<b>Private Fire Protection Charge</b>			
<b>1 ½ inch pipe</b>	\$2.49	\$2.49	0%
<b>2 inch pipe</b>	\$5.31	\$5.31	0%
<b>3 inch pipe</b>	\$15.43	\$15.43	0%
<b>4 inch pipe</b>	\$32.87	\$32.87	0%
<b>6 inch pipe</b>	\$95.49	\$95.49	0%

**iii. Estimated Step II Rates**

The Settling Parties Agree that the following chart estimates the highest allowable impact on ratepayers as compared to the Step I adjustment rates, if the Commission approves those rates detailed above. The estimated rate design is based upon a monthly rate and a consumption charge per ccf of water. The Settling Parties reiterate that these rates presented in the table below are merely illustrative and intended to exhibit the maximum rate allowed by the Settlement Agreement with possible approval of the Step II increase. The Settling Parties, furthermore, note that only the meter and consumption charge will be adjusted due to the Step II increase to the Company's revenue requirement. The private fire protection rate will not be adjusted.

<b>STEP II</b>			
Rate Group	Proposed Step I Rate	Proposed Step II Rate	Percentage Change
<b>Meter Charge</b>			
<b>5/8 inch meter</b>	\$12.89	\$14.44	12.0%
<b>3/4 inch meter</b>	\$30.15	\$33.77	12.0%
<b>1 inch meter</b>	\$58.91	\$65.99	12.0%
<b>1 ½ inch meter</b>	\$116.42	\$130.42	12.0%
<b>2 inch meter</b>	\$150.93	\$169.08	12.0%
<b>Consumption Charge (per ccf)</b>	\$7.72	\$8.45	9.5%
<b>Private Fire Protection Charge</b>			
<b>1 ½ inch meter</b>	\$2.49	\$2.49	0%
<b>2 inch pipe</b>	\$5.31	\$5.31	0%
<b>3 inch pipe</b>	\$15.43	\$15.43	0%
<b>4 inch pipe</b>	\$32.87	\$32.87	0%
<b>6 inch pipe</b>	\$95.49	\$95.49	0%

## **I. Municipal Fire Protection Rate and Amended Tariff Language**

The Settling Parties agree and recommend that HAWC currently provides water for municipal fire protection to the intervenor towns of Atkinson and Hampstead. The Settling Parties further agree that, for purposes of this Settlement Agreement, Atkinson and Hampstead will no longer be billed on a per hydrant charge or subject to an annual availability fee. Atkinson and Hampstead, instead, will be billed, pursuant to an updated tariff, annually, for the following amounts: Atkinson - \$93,615.00; and Hampstead - \$68,730.00. The Settling Parties agree this rate will be effective after approval of the Settlement Agreement. The Settling Parties further agree that this rate will remain unchanged by the implementation of either the Step I or Step II Adjustments. The Settling Parties note that the rate is based upon the number of hydrants in the Company's test year and applied to the Cost of Service study.

The Settling Parties further agree and recommend that, in order to reduce rate shock and offset the rate increase, the Company's shareholder will make a contribution to HAWC towards the first year's increased municipal fire protection charge totaling \$65,472.50 (\$37,754.20 towards Atkinson's costs, and \$27,718.30 towards Hampstead's costs). Thus, the following amounts will be the effective first annual municipal fire protection rate after permanent rates are approved: Atkinson - \$55,860.80; and Hampstead - \$41,011.70. The Company's shareholder contributions outlined above will not be recovered by inclusion in rate base or otherwise.

The Settling Parties also note that with the increase in rates through the proposed Step I and Step II Adjustments, the municipal fire protection rates would fluctuate. That fluctuation would make it difficult for the intervenor Towns of Hampstead and Atkinson to budget properly. As such, the Company agrees to keep the municipal fire protection charge level and recommend

that the Company will also absorb the revenue shortfall, totaling \$56,708.00 (\$22,821 for Step I and \$33,887 for Step II).

The Settling Parties further agree and recommend that the service provision description included in the Company's current tariff will be modified to include additional language, as shown in Attachment E. Through settlement discussions, HAWC made further commitments regarding its municipal fire protection as shown in Attachment F. The Settling Parties agree and recommend that the Commission approve these terms and applicable tariff amendments.

**J. Conversion of Private Fire Protection Charge – From Quarterly to Monthly**

The Settling Parties agree and recommend that the Company may change its private fire protection billing cycle from quarterly to monthly.

**K. Water Infrastructure and Conservation Adjustment (WICA) Charge, Inclining Block Rates, and MSDC Fee Tariff Amendment**

The Settling Parties agree and recommend that the Company's requests for a WICA mechanism, the implementation of inclining block rates, and a tariff amendment to collect the MSDC fee from new service applications, will be withdrawn by the Company. Nothing in the Settlement Agreement prohibits the Company from refileing these requests in its next full rate proceeding.

**L. Temporary to Permanent Rate Recoupment**

The Settling Parties recognize that the Commission authorized a temporary rate increase for the Company, for service rendered as of June 30, 2021. *Hampstead Area Water Company, Inc.*, Order No. 26,566 (January 17, 2022). As such, the Company is entitled to file for temporary to permanent rate recoupment, per RSA 378:29. The Settling Parties, furthermore, agree and recommend that the temporary to permanent rate recoupment applies only to the time period from the effective date of temporary rates (June 30, 2021) through the date of the

Commission Order approving the Settlement Agreement, permanent rate revenue requirement, and resulting permanent rates. The recoupment period does not extend to the proposed resulting rates of the Step I or Step II Adjustment.

The Company agrees to submit its temporary to permanent rate calculation and proposed recoupment within 30 days of the Commission's order approving this Settlement Agreement.

The DOE agrees to review the temporary to permanent rate submission, which includes the possibility of propounding discovery, and submit a report to the Commission, in coordination with the Company, for Commission approval of the resulting proposed credit or surcharge.

**M. Rate Case Expenses**

The Settling Parties agree and recommend the Commission approve HAWC's recovery of its reasonable rate case expenses for this proceeding through a surcharge to customers. The Company's rate case expenses may include, but are not limited to, consultant expenses, incremental administrative expenses such as copying and delivery charges, and other such rate case related expenditures allowed under N.H. Admin. R., Puc 1906.01. HAWC agrees to file its final rate case expenses and proposal for surcharge recovery, pursuant to Puc 1905.02, no later than 30 days from the date of the Commission's order approving the Settlement Agreement in this proceeding. The Settling Parties agree that the DOE will review the Company's proposal and provide a report for the Commission's consideration prior to the issuance of an order on rate case expense recovery.

The resulting surcharge shall be reflected as a separate item on all customers' bills. As such, the Settling Parties agree that the final report provided by the DOE should combine both its review of the temporary to permanent recoupment, described in the prior section, and rate case

expenses. This provides administrative efficiency for both the Settling Parties and the Commission.

Upon issuance of the Commission's order approving rate case expense recovery, HAWC agrees to file, within 15 days of that order, a compliance tariff supplement including the approved surcharge relating to the total recovery of rate case expenses, as well as the average monthly surcharge per customer, if applicable.

**N. Stay Out Provision**

The Settling Parties agree and recommend that, in recognition of the June 2023 date of rate implementation for the proposed Step II Adjustment, the earliest the Company will file its next full rate proceeding will be January 1, 2025, utilizing a 2024 test year.

**O. Administrative Commitments**

The Settling Parties agree that HAWC, as a public water utility, is subject to the N.H. Code Admin. R., Puc 600 rules governing such utilities. As such, the Company agrees to file all required reports, including, but not limited to, Form E-17, Annual Report of Hydrant Inspection (Puc 609.10), and Form E-18, Report of Interruptions of Service Over 30 Minutes Duration (Puc 609.11). The Company also commits to seeking a waiver from the Commission for Puc 605.04 (rule governing test schedules for meters) if it continues its general practice of replacing 5/8 inch and 3/4 inch meters after ten years of service instead of testing said meters.

**III. MISCELLANEOUS**

A. This Settlement Agreement is expressly conditioned upon the Commission's acceptance of all its provisions, without change or condition. If the Commission does not accept the Settlement Agreement in its entirety, without change or condition, or if the Commission makes any findings that go beyond the scope of this Settlement Agreement, and the Settling Parties are

unable to agree with said changes, conditions or findings, the Stipulation shall be deemed to be withdrawn and shall not constitute any part of the record in this proceeding and shall not be used for any other purpose.

B. The Settling Parties agree that the Commission's acceptance of the Settlement Agreement does not constitute continuing approval of, or precedent for, any particular issue in this proceeding other than those specified herein.

C. This Settlement Agreement may be executed in multiple counterparts, which together shall constitute one agreement.

[signatures to follow]



**IN WITNESS WHEREOF**, the signatories below have executed this Stipulation, each being fully authorized to do so, as of the day indicated below.

**The Hampstead Area Water Company, Inc.**  
By its Attorney,

Date: May 9, 2022

/s/ Anthony S. Augeri  
Anthony S. Augeri, Esq.

**NH Department of Energy**  
By its Attorney,

Date: May 9, 2022

/s/ Christopher R. Tuomala  
Christopher R. Tuomala, Esq.

**Office Of The Consumer Advocate**  
By its Attorney,

Date: May 9, 2022

/s/ Julianne Desmet  
Julianne Desmet, Esq.

**The Town of Atkinson**  
By its Attorney,

Date: May 9, 2022

/s/ Douglas L. Patch  
Douglas L. Patch, Esq.

**The Town of Hampstead**  
By

Date: May 9, 2022

/s/ Laurie Warnock  
Laurie Warnock, Selectman  
Its duly authorized representative