

STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION

Abenaki Water Company and Aquarion Company

Docket No. DW 21-090

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 9th day of November, 2021, by and among Aquarion Company (“Aquarion”) and Abenaki Water Company (“Abenaki”) (together Joint Petitioners”), the Department of Energy (“Department”), the Office of the Consumer Advocate (“OCA”), Omni Mount Washington, LLC (“Omni”), Paul Mueller (on behalf of the Bretton Woods Property Owners Association), Cristy L. Bresson (individually and as President of Village Shore Estates Association), Jeni Speck, James Cook, Jeffrey Phillips, Sharon Burgess, Kevin M. Monahan and Janet H. Monahan (together, “Settling Parties”). This Settlement Agreement resolves all issues to the reasonable satisfaction of the Settling Parties with respect to the Joint Petitioners’ request for approval of the acquisition of Abenaki by Aquarion (the “Proposed Transaction”) as lawful, proper, and in the public interest.

SECTION 1. INTRODUCTION AND PROCEDURAL HISTORY

1.1 On April 30, 2021, the Joint Petitioners filed a petition (the “Joint Petition”) with the Public Utilities Commission (the “Commission”) requesting approval pursuant to RSA 369:8, II and RSA 374:33 of the acquisition of Abenaki by Aquarion.

1.2 On May 10, 2021, the Joint Petitioners filed supplemental attachments to the Joint Petition. The Commission issued an Order of Notice, setting a prehearing conference on May 14, 2021, and extending the time period to make a preliminary determination of whether the Proposed

Transaction will have adverse effect on rates, terms, service, or operation of the public utility, pursuant to RSA 369:8(II)(b)(4), by an additional 30 days.

1.3 The OCA noted its participation by letter filed with the Commission on May 3, 2021. Numerous water customers of Abenaki in the Bow and Tioga Belmont water systems requested intervention, as did Omni and the Bretton Woods Property Owners Association.

1.4 Following the prehearing conference, the Commission granted all interventions; determined that the 60-day deadline for a preliminary finding on adverse effect under RSA 369:8, II (b)(3) and (4) would begin at the earliest on May 10, 2021; and, requested that the parties brief legal issues concerning the standard of review to be used under RSA 369:8. The Joint Petitioners and the OCA filed briefs and reply briefs on June 9, and June 16, 2021, respectively.

1.5 Evidentiary hearings were held on June 28 and 29, 2021. On July 1, 2021, the Joint Petitioners filed a request to extend the 60-day deadline for a preliminary determination, for 30 days. On July 9, 2021, the Commission issued Order No. 26,497 granting the requested extension for 30 days, until August 8, 2021.

1.6 On August 6, 2021, the Commission issued Order No. 26,506 in which it made a preliminary determination pursuant to RSA 369:8, II (b)(3). The Joint Petitioners filed an amended statement and accompanying supplemental testimony on August 20, 2021 (“Amended Statement”). On August 27, 2021, the OCA and certain customer intervenors each filed a reply to the Amended Statement. Omni filed a response to the Amended Statement on August 30, 2021, and a supplemental response on September 3, 2021.

1.7 On September 17, 2021, the Commission issued Order No. 26,519 with a final written determination pursuant to RSA 369:8, II (b)(5), stating it would commence its review of the Proposed Transaction pursuant to RSA 374:33 and, after an opportunity for a public hearing, issue a ruling within 60 days. The Joint Petitioners filed supplemental testimony on October 8, 2021 and a pre-hearing brief on November 1, 2021.

1.8 The Company responded to two sets of discovery requests from Commission Staff;¹ three sets of discovery requests and one set of technical session discovery requests from OCA; and two sets of discovery requests and two sets of technical session discovery requests from customer intervenors. Additional technical sessions were held among the parties and intervenors on October 25 and November 3, 2021.

1.9 Based upon discussions among the Settling Parties in this process, the Settling Parties agreed to the terms of this Settlement Agreement, subject to Commission approval. The Settling Parties request that the Commission approve the Proposed Transaction based on the terms of this Settlement Agreement without modification.

SECTION 2. RATES

2.1 Abenaki customers shall remain on current rate schedules, subject to current terms and conditions (meaning the rates, terms and conditions in effect prior to the Abenaki rate case filing in Docket No. DW 20-112), unless and until a base-rate change is approved by the Commission in a future rate case.

¹ As of July 1, 2021, the Commission Staff was reassigned to the Department of Energy.

2.2 Abenaki’s pending rate case in Docket No. DW 20-112 shall be withdrawn unconditionally, and without prejudice, upon Commission approval of this Settlement Agreement and closing of the Proposed Transaction.

2.3 Aquarion commits to delay filing for a temporary or permanent change in base rates for all of the Abenaki systems at least through April 30, 2023.

2.4 The next rate case filing for the Belmont, Bow, Tioga Gilford, Tioga Belmont and/or Rosebrook water systems, and/or the Belmont sewer system, shall be based on a test year with at least 12 months actual cost data – on a calendar year basis – under Aquarion ownership.

2.5 No future rate case filing for the Belmont, Bow, Tioga Gilford, and/or Tioga Belmont water systems, and/or the Belmont sewer system, shall seek recovery of Abenaki’s rate-case expenses from Docket No. DW 20-112 once that rate case is withdrawn per Section 2.2.

2.6 At such time as Aquarion files the next rate case involving any of the Abenaki systems, Aquarion shall provide all intervenors in both DW 20-112 and DW 21-090 with notice of such filings via the e-mail addresses in the Commission’s service lists in those dockets.

SECTION 3. LOCAL OFFICES AND OPERATIONS

3.1 In accordance with the Merger Agreement,² Aquarion shall retain the NESC employees currently supporting the Abenaki system and employ them as direct employees of Abenaki. Aquarion’s employees shall also provide support for the Abenaki system as needed.

² The Merger Agreement (Attachment AQ-AWC-1 to the Petition) was dated and entered into on April 7, 2021 by and between Aquarion, Aquarion Merger Company, LLC, and New England Service Company (“NESC”), and established the terms of the Proposed Transaction.

3.2 Following closing, Abenaki operations shall continue to be based from the New Hampshire office in Gilford, New Hampshire. Three employees shall be based in this office, supported by additional personnel in Aquarion’s offices in Hampton, New Hampshire and Connecticut. Aquarion shall provide contact information for these offices to Abenaki’s customers upon closing.

3.3 Abenaki shall maintain an adequate inventory of parts and equipment needed for system repairs.

SECTION 4. ACQUISITION PREMIUM

4.1 Aquarion shall not seek recovery of any acquisition premium associated with the Proposed Transaction.

SECTION 5. TRANSACTION COSTS

5.1 Approval of the Proposed Transaction by the Commission shall not constitute pre-approval of transaction costs.

5.2 Aquarion may seek to recover transaction costs only to the extent of quantifiable merger savings as shown in a future rate case. Any transaction costs shall be recovered from net savings. The Settling Parties reserve all of their rights to adjudicate the recovery of transaction costs and merger savings quantification in future proceedings.

SECTION 6. OPERATING COMPANY INTEGRATION

6.1 No less than 60 days in advance of the next rate case for either Abenaki³ or Aquarion Water Company of New Hampshire (“AWC-NH”), Aquarion shall develop and distribute (as provided

³ For purposes of Section 6, the “next rate case” filing for Abenaki includes a rate case filing for any or all of the Abenaki systems.

below): an assessment to date of the integration of Abenaki into the Aquarion organization; an examination of merging the Abenaki and AWC-NH corporate entities, including post-merger rate structures; and a timeline to implement such merger. Aquarion shall circulate that document to the service list in Docket No. DW 21-090 via e-mail. This analysis shall include a listing of the advantages/disadvantages of any future consolidated rates proposed by Aquarion. The “next rate case” as relating to AWC-NH means the next rate case after the pending Docket No. DW-20-184, which will not be filed prior to 12 months of Aquarion ownership of Abenaki. If no rate case is filed by AWC-NH or Abenaki before January 1, 2024, the assessment shall be developed and circulated as agreed no later than January 15, 2024. If a merger of the corporate entities is not warranted or achievable at that time, the report shall discuss other options for capturing the benefits of common ownership of the two New Hampshire operating companies and providing those benefits to the customers of those companies.

6.2 When either AWC-NH or Abenaki subsequently files its next rate proceeding, the respective utility shall include with its rate filing either a petition for Commission approval to merge the corporate structures of Abenaki with Aquarion, or detailed testimony as to why continuation of the two utilities as separate entities is beneficial to their respective customers.

SECTION 7. COMMISSION JURISDICTION

7.1 Prior to any future merger with AWC-NH, Abenaki shall continue to operate as a water utility subject to Commission jurisdiction.

SECTION 8. ROSEBROOK SAFETY INVESTIGATION REPORT

8.1 In relation to the Investigation Report of Water Pressure Reduction Matter in Rosebrook Water System dated August 31, 2021 (“Investigation Report”), issued by the Department’s

Division of Enforcement, and subject to a reservation of rights to respond to the Investigation Report in Docket No. IR 21-024, the Joint Petitioners commit to the items specified in Appendix 1 to this Settlement Agreement.

8.2 The commitments in Appendix 1 shall not relieve either Aquarion, New England Service Company, AWC-NH, or Abenaki, of any further responsibility or action that may be required, as detailed in the Investigation Report, nor shall this constitute a resolution of the issues detailed in Docket No. IR 21-024.

SECTION 9. BOW AND TIOGA BELMONT SYSTEMS

9.1 In relation to the Bow (Village Shore Estates) and Tioga Belmont systems, the Joint Petitioners commit to the items specified in Appendix 2 to this Settlement Agreement.

SECTION 10. REPORTING

10.1 Every six months, Aquarion shall provide an update of planned and completed capital improvements, as outlined in the 10.7.21 Abenaki Report of System Assets in DW 20-112, including capital improvements in the Rosebrook System. This update shall also include reference to other materials improvements that may be made from time to time on the Abenaki water systems, even if not capitalized. This biannual report shall be posted on the Company's website (with the first report provided within 45 calendar days of the closing). The Company shall include a message in customer bills to notify them that the report has been updated. This report shall be disaggregated by system stating date of expected or actual completion; explanation if not completed; and source of funds used for improvement of service. Aquarion/Abenaki shall meet with Omni representatives no less than biannually to review and discuss capital improvements and other improvements in the Rosebrook System.

10.2 On an annual basis, Aquarion/Abenaki agree to conduct an open meeting for the residents of Bow (Village Shore Estates) and Tioga Belmont to foster open communication among the company and its customers. These meetings shall be an opportunity to discuss successful outcomes as well as address areas where opportunities exist for improvement related to the system and service. After five years of Aquarion ownership, the format or timing of these meetings may be modified by AWC-NH as circumstances warrant and with written notice to the participants in this docket.

SECTION 11. PUBLIC INTEREST

11.1 Based on the terms of this Settlement Agreement, the Settling Parties support approval of the Proposed Transaction and agree that the Proposed Transaction is lawful, proper, and in the public interest.

SECTION 12. EFFECTIVE DATE

12.1 This Settlement Agreement shall become effective upon signing, subject to Commission approval, and the commitments of the Joint Petitioners that are dependent upon closing of the Proposed Transaction shall not become effective prior to closing of the Proposed Transaction.

SECTION 13. GENERAL PROVISIONS

13.1 This Settlement Agreement is expressly conditioned upon the Commission's acceptance of all provisions, without change or condition. If the Commission does not accept this 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 any of the Settling Parties notify the Commission within five business days of their disagreement with any such changes, conditions, or findings, the Settlement Agreement shall be deemed to be withdrawn, in which event it shall be

deemed to be null and void and without effect, shall not constitute any part of the record in this proceeding, and shall not be relied on by the Settling Parties or by the Commission for any other purpose.

13.2 Under this Settlement Agreement, the Settling Parties agree to this joint submission to the Commission as a resolution of the issues specified herein only.

13.3 The Settling Parties agree that the Commission's approval of this Settlement Agreement shall not constitute continuing approval of, or precedent for, any particular principle or issue, but such acceptance does constitute a determination that the Proposed Transaction is lawful, proper and in the public interest.

13.4 This Settlement Agreement shall not be deemed an admission by any of the Settling Parties that any allegation or contention in this proceeding by any other party, other than those specifically agreed to herein, is true and valid. This Settlement Agreement shall not be construed to represent any concession by any Settling Party hereto regarding positions taken with respect to the Joint Petitioners' proposals in this docket, nor shall this Settlement Agreement be deemed to foreclose any Settling Party in the future from taking any position in any subsequent proceedings. The conditions agreed to in this Settlement Agreement are settlement positions that reflect a compromise of all issues in this proceeding.

13.5 The pre-filed testimony and supporting documentation previously provided in this proceeding are not expected to be subject to cross-examination by the Settling Parties, which would normally occur in a fully litigated case. The Settling Parties agree that all such pre-filed testimony and supporting documentation should be admitted as full exhibits for the purpose of

consideration of this Settlement Agreement, and be given whatever weight the Commission deems appropriate. Consent by the Settling Parties to admit all such pre-filed testimony without challenge does not constitute agreement by any of the Settling Parties that the content of the pre-filed testimony is accurate or that the views of the witnesses should be assigned any particular weight by the Commission. The resolution of any specific issue in this Settlement Agreement does not indicate the Settling Parties' agreement to such resolution for purposes of any future proceedings, nor does the reference to any other document bind the Settling Parties to the contents of, or recommendations in, that document for purposes of any future proceeding. The Commission's approval of the recommendations in this Settlement Agreement shall not constitute a determination or precedent with regard to any terms, but rather shall constitute only a determination that the Proposed Transaction is lawful, proper and in the public interest.

13.6 The rights conferred and the obligations imposed on the Settling Parties by this Settlement Agreement shall be binding on or inure to the benefit of any successors in interest or assignees as if such successor or assignee was itself a signatory party. The Settling Parties agree to cooperate in advocating that this Settlement Agreement be approved by the Commission in its entirety and without modification.

13.7 The discussions that produced this Settlement Agreement have been conducted on the understanding that all offers of settlement and settlement discussions relating to this docket shall be confidential, shall not be admissible as evidence in this proceeding, shall be without prejudice to the position of any party or participant representing any such offer or participating in any such discussion, and are not to be used in connection with any future proceeding or otherwise. The content of these negotiations, including any documents prepared during such negotiations for the

purpose of reaching a settlement, shall be privileged and all offers of settlement shall be without prejudice to the position of any party presenting such offer.

13.8 This Settlement Agreement may be executed by facsimile, electronically, and in multiple counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement binding on all Settling Parties.

[signature pages follow]

Aquarion Company



Dated: November 9, 2021

By its Attorney, Matthew J. Fossum

Abenaki Water Company



Dated: November 9, 2021

By its Attorney, Jennifer DiBella

Department of Energy

Christopher R. Tuomala

Dated: November 9, 2021

By its Attorney, Christopher R. Tuomala

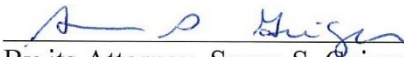
Office of the Consumer Advocate



Dated: November 9, 2021

By the Consumer Advocate, Donald M. Kreis

Omni Mount Washington, LLC



Dated: November 9, 2021

By its Attorney, Susan S. Geiger

Bretton Woods Property Owners Association

Paul Mueller

Dated: November 9, 2021

By its Representative, Paul Mueller

Village Shore Estates Association

Dated: November 9, 2021

Cristy L. Bresson
By its President, Cristy L. Bresson


Dated: November 9, 2021

Cristy L. Bresson
Cristy L. Bresson

Dated: November 9, 2021

Sharon Burgess
Sharon Burgess

Dated: November 9, 2021



Jeni Speck

Dated: November 9, 2021

James Cook
James Cook

Dated: November 9, 2021

Jeffrey Phillips
Jeffrey Phillips

Dated: November 9, 2021

Kevin M. Monahan
Kevin M. Monahan

Dated: November 9, 2021

Janet H. Monahan
Janet H. Monahan

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Appendix 1

- Safety Staff's Recommendation No. 1. Abenaki shall utilize Aquarion as its consultant to oversee Abenaki's operations for a period of 6 months or until Aquarion acquires ownership of Abenaki in the proposed transaction, whichever occurs sooner. Upon closing, Aquarion shall oversee Abenaki's operations in the ordinary course of business, in the same manner as Aquarion oversees the operations of its other utilities, with a strong focus on safety, reliability and customer service. Aquarion shall provide periodic reporting to the Department of Energy's Enforcement Safety Bureau prior to closing or for the full 6-month period if that extends into Aquarion's ownership of Abenaki.
- Safety Staff's Recommendation No. 2. As soon as possible, Abenaki shall contract for services with an additional qualified and licensed service provider to aid in emergency response to the Rosebrook system and develop an in-house emergency response plan for employees of the Abenaki family of companies in New Hampshire. Aquarion shall provide Abenaki with additional qualified personnel to aid in responses to emergencies at the Rosebrook system.
- Safety Staff's Recommendation No. 3. Aquarion's safety program shall be applied to Abenaki's operations following the closing of the proposed transaction, with a priority to provide safety training to Abenaki employees. A detailed and comprehensive Safety Policy shall be developed and submitted to the Department of Energy's Enforcement Safety Bureau within 6 months of the approval of the proposed acquisition.
- Safety Staff's Recommendation No. 6. Aquarion shall ensure that any necessary Personal Protective Equipment is provided to any Abenaki personnel that may be called to work in the field on the water system or at a local area work center.
- Safety Staff's Recommendation No. 7. Abenaki shall submit to the Department of Energy's Enforcement Safety Bureau copies of completed As-Built plans with updates and corrections within 6 months of Commission approval of the proposed acquisition. To the extent mapping costs are incurred for company operations, such costs would be considered for recovery in a future rate case consistent with past practice.
- Safety Staff's Recommendation No. 8. Upon closing, Aquarion shall implement measures to ensure compliance with the Puc 600 rules on the Abenaki system, particularly relative to the 14 non-compliance items described in the Investigation Report. Compliance with Puc 604.03 regarding pressure limits will be subject to the outcome of efforts related to Recommendation Nos. 13,14, and 15 described below.

- Safety Staff’s Recommendation No. 9. Aquarion shall provide oversight of further evaluations and repairs/replacements of the system’s valves and include progress updates with periodic reporting to the Department of Energy’s Enforcement Safety Bureau as may be required by Commission rules. For any valve found to be inoperable, Abenaki shall determine whether an underground inspection and/or replacement/repair is appropriate.
- Safety Staff’s Recommendation No. 10. Abenaki is working to verify and shall produce an accurate accounting of pipe sizes and lengths using field evaluations and observations. Work on this has already begun and shall be updated along with the updated As-Built plans and included in the Company's Annual Report to the Commission.
- Safety Staff’s Recommendation No. 11. Abenaki agrees that any non-functioning equipment necessary for serving customers will be repaired as soon as possible, and shall develop a timeline to expeditiously address inoperable valves, hydrant inspection and maintenance, and chemical separation for pump station equipment; such timeline shall be completed and submitted to the Department of Energy’s Enforcement Safety Bureau no later than 6 months of approval of the acquisition.
- Safety Staff’s Recommendation No. 12. Associated maintenance records are available to Aquarion and shall be transferred to Aquarion if the proposed transaction is approved by the Commission.
- Safety Staff’s Recommendation No. 13. Prior to committing to any Rosebrook Pressure Reduction Project,⁴ Aquarion/Abenaki shall exercise best efforts to identify a cost-effective solution that meets compliance with applicable regulatory requirements, but that also seeks exemption from those requirements where options are available to mitigate regulatory agencies’ safety and reliability concerns. As the basis for the request(s) for exemption, Aquarion/Abenaki shall inform the respective regulatory agency or agencies of the updated findings of the Horizons Engineering Report (dated 6/22/21), and shall specify that the Rosebrook water system has operated in excess of “recommended” pressure limits for approximately 50 years and serves less than 1,000 connections. In supporting the process to put forward and obtain a full or partial exemption, Aquarion/Abenaki shall not be constrained from utilizing or relying on best operating judgment.
- Safety Staff’s Recommendation Nos. 14 and 15. If Aquarion/Abenaki are not able to obtain a full exemption from the applicable pressure regulations and associated pressure-reduction requirements for the Rosebrook Pressure-Reduction Project (a full exemption would obviate the need for the project), Aquarion/Abenaki shall make a good faith effort to investigate and propose possible request(s) for partial exemption from the regulatory requirements. Various scenarios shall be developed and shall describe: mitigation options for maintaining safety and

⁴ For purposes of this agreement, the term “Rosebrook Pressure Reduction Project” refers exclusively to modifications made by Aquarion/Abenaki to the Rosebrook water distribution system for the specific purpose of lowering system pressures to customers taking service from the Abenaki’s Rosebrook water system, including Omni, to comply with regulatory requirements. The “Rosebrook Pressure Reduction Project” excludes modifications to the Rosebrook water system that do not lower distribution system pressures and are deemed necessary by Aquarion/Abenaki to maintain the safety and reliability of the system.

reliability; cost estimates; customer impacts (including rate impacts); and anticipated benefits of partial exemption. Prior to filing a request for partial exemption, Aquarion/Abenaki shall confer with Omni, Bretton Woods Property Owners Association, and other interested stakeholders, including the Department of Energy's Enforcement Safety Bureau, in a good faith effort to obtain their concurrence, prior to presenting Aquarion/Abenaki's preferred options to the respective regulatory agency or agencies. Abenaki and Aquarion shall make best efforts to explore all reasonable funding sources for water infrastructure improvements in order to reduce or eliminate project costs and customer impact. Contingent upon the Commission's approval of the settlement agreement contemplated herein, and the closing of the proposed transaction, in the event that Aquarion/Abenaki elect to undertake the Rosebrook Pressure-Reduction Project with or without partial exemption(s), Aquarion/Abenaki will credit \$280,000 to the cost of construction of the Rosebrook Pressure-Reduction Project, in addition to any grants, loans or other funds received for the project. This credit will not be included in any ratemaking process, nor will it be recoverable from customers, including but not limited to the cost to record this amount as a deferred regulatory liability and the possible cost associated as income tax if receipt or accounting of these funds is determined to be a Contribution in Aid of Construction for income tax purposes. If the Joint Petitioners elect to record this as a deferred regulatory liability, it shall not be utilized for any other purpose than as described above, namely to offset the cost of construction of the Rosebrook Pressure-Reduction Project.

- Safety Staff's Recommendation No. 16. Abenaki agrees to delineate facility equipment and pipeline components that should have been either repaired and/or replaced to ensure safe and reliable service exclusive of the pressure reduction project; and further agrees that maintenance and replacement of valves shall neither be delayed nor subsumed into the proposed pressure reduction project, especially when these valves are critical to daily system safety and operation.
- Safety Staff's Recommendation No. 17. Evaluation of alternative solutions should include estimated operation and maintenance cost, as well as the estimated cost of replacing major equipment. Abenaki's engineering consultant shall develop these estimates as these alternatives are further developed/evaluated based on pending fire flow requirement information from customers.
- Safety Staff's Recommendation No. 18. Prior to conferring with Omni and other interested stakeholders regarding pressure reduction, Abenaki shall provide to Staff, Omni and other interested stakeholders an overall matrix that includes all option alternatives, pros and cons, capital costs, projected annual operational costs, easement requirements and associated costs, and replacement costs for end-of-life equipment. The format of this matrix shall ensure a clear understanding of the apples-to-apples comparisons for all input items.
- Safety Staff's Recommendation No. 19. Abenaki has set a deadline of November 1, 2021 for existing customers (including Omni) to provide fire protection system design demands for pressure and flow in order for Abenaki and its design consultants to utilize the fire protection pressures and flows in the modeling and pressure-reduction design alternatives, and requested those customers to work with Abenaki in an effort to ensure their existing fire protection needs are considered when evaluating each pressure reduction alternative. Abenaki shall submit an

update report on this effort along with the matrix described above for Staff Recommendation No. 18.

- Safety Staff's Recommendation No. 20. In evaluating alternative solutions, Abenaki shall identify easement related risks, actions that can be taken to mitigate these risks, and contingency plans if there are difficulties obtaining necessary easements.
- Safety Staff's Recommendation No. 21. The Joint Petitioners agree that a formal project estimation classification process (such as AACE International's Recommended Practice 18-R-97 or equivalent) should be used for the cost estimates that are developed for the alternative solutions.

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Appendix 2

- Upon closing, Aquarion shall oversee Abenaki's operations in the ordinary course of business, in the same manner as Aquarion oversees the operations of its other utilities, with a strong focus on safety, reliability and customer service.
- Aquarion shall apply its safety program to Abenaki's operations following the closing of the proposed transaction, with a priority to provide safety training to Abenaki employees.
- Aquarion shall ensure that any necessary Personal Protective Equipment is provided to any Abenaki personnel that may be called to work in the field on the water system or at a local area work center.
- Aquarion shall provide oversight of further evaluations and repairs/replacements of the system's valves and include progress updates. For any valve found to be inoperable, Abenaki shall determine whether an underground inspection and/or replacement/repair is appropriate.
- Abenaki is working to verify and shall produce an accurate accounting of pipe sizes and lengths using field evaluations and observations. This shall be updated along with the updated As-Built plans and included in the Company's Annual Report to the Commission.
- Associated maintenance records are available to Aquarion and shall be transferred to Aquarion if the proposed transaction is approved by the Commission. Abenaki shall explore all reasonable funding sources for drinking water infrastructure improvements in order to reduce or eliminate customer costs for such projects.