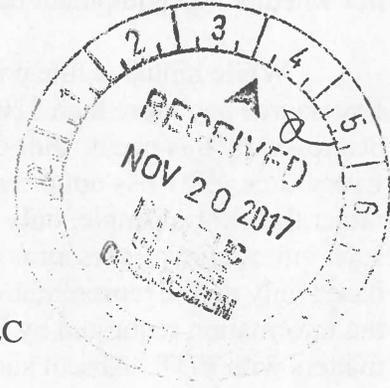


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November 20, 2017

Debra Howland
Executive Director
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2429



RE: DE 17-174, Complaint of Ensconce Data Technologies, LLC
Response of Eversource

Dear Director Howland:

On November 7, 2017, Ensconce Data Technologies, LLC (“EDT”) filed with the Commission a complaint against Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource”) relating to what EDT alleged were negligent actions in the cut over of a transformer that led to damage to EDT’s equipment, and EDT’s allegation that Eversource was not negotiating in good faith with respect to the alleged damage. In its November 14, 2017 notification to Eversource, the Commission stated that it was treating the submission as a complaint pursuant to RSA 365:1 and :2 and required Eversource to respond on or by November 24, 2017. Eversource herein provides its response to the complaint as required by PART Puc 204 and the Commission’s November 14, 2017 letter.

Relative to the above-identified complaint, Eversource understands that the complaint alleges that Eversource moved a transformer serving the building in which EDT has its business, and in the process of disconnecting the old transformer and connecting the new transformer, there was an electric disturbance that damaged some of EDT’s equipment. The complaint also alleges that although Eversource settled with the building owner for claims relating to damages from the same event, Eversource has not been willing to settle with EDT. Pursuant to Puc 204.03(a)(2) Eversource hereby advises the Commission that it disputes the complaint. Moreover, Eversource contends that this is a private matter between EDT and Eversource and that there is no cause for the Commission’s involvement.

Eversource does not dispute that it has settled claims from the building owner relating to damages from the event for which EDT now seeks payment. Eversource does, however, dispute both the damages claimed by EDT as well as the claim that Eversource has not negotiated with EDT in good faith. A review of the complaint and attachments submitted by EDT reveals that although an engineer was hired to review the events relating to EDT’s building, the report of that engineer stops short of concluding specifically that EDT’s equipment was damaged beyond

repair by this event. The equipment referred to in EDT's complaint is single-phase electrical equipment, which may or may not have been damaged beyond repair by the "single phasing" event in issue. It could be that even assuming EDT's equipment was damaged by this event, which has not conclusively been established at present, the equipment could be repaired for low cost, rather than replaced by new equipment at full cost. To date, EDT has not provided Eversource any documents or information that establish the state of the equipment in question nor whether that equipment can be, or should be, repaired.

While hinted at, the complaint does not explicitly reveal that EDT has requested that Eversource pay more than \$200,000 to replace equipment that EDT has not verified was, in fact, destroyed by this event. Nor does the complaint reveal that despite repeated requests from Eversource, EDT has not provided information demonstrating that this equipment is destroyed, rather than, for example, only in need of minor repair. Until Eversource receives and reviews such information, Eversource does not believe it appropriate to settle such a substantial claim based only on the representation of EDT that the equipment must be replaced at full cost. When the information requested by Eversource is received, Eversource would be willing to discuss matters with EDT. Absent such information, there is little for Eversource to discuss.

On this same point, Eversource notes that at this juncture this matter comes down to a disagreement between Eversource and EDT about the information provided, or not provided, and what the information does or does not show. Such a disagreement is not a matter in which the Commission's regulatory oversight is required. In Eversource's judgment, there is no basis for the Commission to either investigate this matter or commence adjudicative proceedings. Eversource and EDT have the wherewithal to address this matter and, if they are not able to resolve the matter among themselves, each of them is aware of the avenues that may be available to seek resolution.

Accordingly, and as stated above, Eversource disputes the complaint and has acted reasonably, appropriately, legally and in line with the Commission's rules and policies in this instance. Thank you for your assistance with this matter. Please do not hesitate to contact me with any questions.

Very truly yours,



Matthew J. Fossum
Senior Counsel

CC: Service List
Jacob Marvelley