

STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION

Public Service Company of New Hampshire d/b/a Eversource Energy  
2020 Least Cost Integrated Resource Plan

Docket No. DE 20-161

**SETTLEMENT AGREEMENT BETWEEN PUBLIC SERVICE COMPANY OF NEW  
HAMPSHIRE d/b/a EVERSOURCE ENERGY and the NEW HAMPSHIRE  
DEPARTMENT OF ENERGY**

This Settlement Agreement is entered into this 2<sup>nd</sup> day of March 2023, by and between Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” or the “Company”) and the New Hampshire Department of Energy (“Department” or “DOE”) (together, the “Settling Parties”). This Settlement Agreement resolves specific issues related to the Company’s 2020 Least Cost Integrated Resource Plan (the “2020 LCIRP”); those issues are the Company’s non-wires alternative (“NWA”) threshold and analysis, and N-1 planning standard as it applies to DER interconnection.

**SECTION 1. INTRODUCTION AND PROCEDURAL HISTORY**

1.1 On October 1, 2020, Eversource filed its 2020 LCIRP with the New Hampshire Public Utilities Commission (the “Commission”) pursuant to the requirements of RSA 378:38 and Order Nos. 26,362 (June 3, 2020) and 26,371 (June 22, 2020) in Docket No. DE 19-139. The Company supplemented its 2020 LCIRP filing on March 31, 2021 consistent with the procedural schedule established by the Commission. Eversource filed a second supplement on October 18, 2022 in response to DOE’s testimony and pursuant to the Commission’s October 7, 2022 procedural order.

1.2 DOE filed a technical statement on January 18, 2023 stating that DOE recommends that the Commission accept the October 18, 2022 supplemental filing and approve the Company’s 2020

LCIRP, inclusive of the October 18, 2022 supplement, subject to specific recommendations related to (a) the Company's NWA threshold and analysis; and (b) application of the N-1 planning standard for distributed energy resources (DER).

1.3 On January 19, 2023, DOE filed a letter with the Commission in response to the Commission's January 17, 2023 procedural order requesting a status update.

1.4 Eversource also filed a letter with the Commission on January 19, 2023 to provide a status update. In that letter, Eversource proposed a framework for resolving two issues (NWA thresholds and analysis and N-1 planning criteria for DER).

1.5 While the DOE did not agree to Eversource's proposed January 19 resolution, the Settling Parties have engaged in discussions since January 19, 2023 regarding the Company's NWA framework threshold and analysis and N-1 planning criteria. As a result of these discussions, the Settling Parties have agreed to an *NWA<sup>1</sup> Investigation Plan*. The *NWA Investigation Plan* is attached to this Settlement Agreement as Appendix A.

1.6 The Settling Parties also recognize that DOE's position on the Company's N-1 planning standard applied to DER interconnections is contingent upon the outcome of DOE Docket No. IP 2022-001 (opened at the direction of the General Court to investigate interconnection standards, *inter alia*).

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<sup>1</sup> For the purposes of this settlement, appendices and any attachments, non-wires alternative(s) (NWAs) and non-wires solutions (NWS) are used interchangeably.

## **SECTION 2. N-1 Planning Standard**

2.1 At Technical Sessions conducted on November 15, 2022, and December 19, 2022, participants discussed the efficacy of Eversource's application of the N-1 planning standard applied to the interconnection of DERs. The Company recognizes that DOE's position regarding use of the N-1 planning standard for DER interconnection is contingent on the outcome of DOE's current investigation in DOE Docket IP 2022-001. Accordingly, no agreement has been reached between the Settling Parties related to this issue.

## **SECTION 3. NON-WIRES ALTERNATIVE FRAMEWORK**

3.1 The 2020 LCIRP includes an NWA Framework. *See* Appendix A para 1. The Company applies the NWA Framework subject to certain threshold criteria. The Settling Parties agree that Eversource will conduct an investigation for two years to determine whether its existing threshold criteria for the NWA framework should be adjusted. *See* Appendix A (*NWA Investigation Plan*).

3.2 The Settling Parties agree that the attached *NWA Investigation Plan* details this investigation, including periodic reports to DOE. *The NWA Investigation Plan* is provided as Appendix A to this Settlement Agreement.

## **SECTION 4. CONSISTENCY WITH RSA 378:38 AND 378:39**

4.1 The Settling Parties recommend approval of this settlement agreement regarding NWA thresholds and analysis, and N-1 planning standard for interconnection for DER, as consistent with the provisions of RSA 378:38 and RSA 378:39.

## **SECTION 5. GENERAL PROVISIONS**

5.1 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 concerning NWA thresholds or N-1 planning standard application to DER interconnection that go beyond the scope of this Settlement Agreement, and either 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.

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

5.3 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 terms of this Settlement Agreement are consistent with RSA 378:38 and RSA 378:39.

5.4 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 2020 LCIRP, 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.

5.5 The pre-filed testimony and supporting documentation previously provided in this proceeding by the Settling Parties regarding NWA thresholds and analysis and N-1 planning standard for DER interconnections 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. Admissions into evidence of any witness' testimony or supporting documentation shall not be deemed in any respect to constitute an admission by any party to this Agreement that any allegation or contention in this proceeding is true or false, except that the sworn testimony of any witness shall constitute an admission by such witness. 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 terms of this Settlement Agreement are consistent with RSA 378:38 and RSA 378:39.

5.6 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.

5.7 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.

5.8 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]*

**Public Service Company of New Hampshire d/b/a  
Eversource Energy**

Dated: March 2, 2023



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By its Attorney, Jessica Buno Ralston

**New Hampshire Department of Energy**

Dated: March 2, 2023

*Mary E. Schwarzer*

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By its Attorney, Mary E. Schwarzer