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**Appendix A**

**Educational and Professional Background**

**James J. Cunningham, Jr.**

I am employed by the New Hampshire Public Utilities Commission (Commission) as a Utility Analyst. My business address is 21 S. Fruit Street, Suite 10, Concord New Hampshire, 03301.

I am a graduate of Bentley University, Waltham, Massachusetts, and I hold a Bachelor of Science-Accounting Degree. Prior to joining the Commission I was employed by the General Electric Company (GE). While at GE, I graduated from the Corporate Financial Management Training Program and held assignments in General Accounting, Government Accounting & Contracts and Financial Analysis.

In 1988, I joined the staff of the NHPUC. I have provided expert testimony pertaining to depreciation studies, actuarial studies for pension and retirement benefits, energy efficiency programs and other topics pertaining to NH electric, natural gas, water, and steam utilities. In 1995, I completed the NARUC Annual Regulatory Studies Program at Michigan State University, sponsored by the National Association of Regulatory Utility Commissioners. In 1998, I completed the Depreciation Studies Program, sponsored by the Society of Depreciation Professionals, Washington, D.C. I am a member of the Society of Depreciation Professionals (SDP). In 2008, I was promoted to my current position of Utility Analyst.

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**Appendix B**

**Attachments to Testimony**

- Staff 3-26 Preliminary draft of 2-page insert report for third-party report**
- Staff 3-27 Illustration of monthly billing amounts for electric utility customers**
- Staff 3-28 Illustration of monthly billing amounts for gas utility customers**
- CDFR Agreement with Eversource**

**Public Service Company of New Hampshire  
Docket No. DE 14-216**

**Date Request Received: 10/13/2015**

**Date of Response: 10/23/2015**

**Request No. STAFF 3-026**

**Page 1 of 1**

**Request from: New Hampshire Public Utilities Commission Staff**

**Witness: Thomas R. Belair**

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**Request:**

Reference Filing, page 6. With respect to third party financing, at the Third-Quarter Core Team Meeting, the Utilities suggested that the Core Quarterly Report provide information about our third party financing. Please provide a suggested draft that is envisioned for reporting Electric and Gas Utilities' third party financing activities.

**Response:**

Submitted as Attachment 3-026 to this response is the proposed draft report on the third party financing for the Electric and Gas Utilities. All numbers on the attached draft report are for illustrative purposes only.

(Joint Utility Response)

3rd Quarter Report  
 July 2015 - September 2015

Residential Third Party Financing Option  
 Funded Through the CORE Programs

Description	Electric Utilities					Gas Utilities			Grand Total
	Liberty Utilities	NHEC	Eversource	Unitil	Sub-total Electric	LU Gas	Unitil Gas	Sub-total Gas	
<b>Amount Available for Interest Rate Buy-Downs</b>									
Beginning Balance <sup>1</sup>	\$ 7,648	\$ 22,448	\$ 40,000	\$ 18,737	\$ 88,833	\$ 29,776	\$ 9,082	\$ 38,858	\$ 127,691
Less: Interest Rate Buy-Downs Paid	\$ 682	\$ 682	\$ 682	\$ 682	\$ 2,728	\$ 682	\$ 682	\$ 1,364	\$ 4,092
Current Balance	\$ 6,966	\$ 21,766	\$ 39,318	\$ 18,055	\$ 86,105	\$ 29,094	\$ 8,400	\$ 37,494	\$ 123,599
Less: Potential Interest Rate Buy-Downs <sup>2</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Available for Interest Rate Buy-Downs	\$ 6,966	\$ 21,766	\$ 39,318	\$ 18,055	\$ 86,105	\$ 29,094	\$ 8,400	\$ 37,494	\$ 123,599
<b>Year-to-date Project Loan Information</b>									
No. of Projects Financed	2	2	2	2	8	2	2	4	12
Total Project Cost <sup>3</sup>	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 128,000	\$ 32,000	\$ 32,000	\$ 64,000	\$ 192,000
Average Project Cost <sup>3</sup>	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Total Loan Amount	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 32,000	\$ 8,000	\$ 8,000	\$ 16,000	\$ 48,000
Average Loan Amount	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Average Loan Term (years)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Total Interest Rate Buy-Down Amount	\$ 682	\$ 682	\$ 682	\$ 682	\$ 2,728	\$ 682	\$ 682	\$ 1,364	\$ 4,092
Average Interest Rate Buy-Down Amount	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341
Average Gross Interest Rate	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
Average Customer Interest Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Average Sq. Footage of Home (HPwES Projects)	2,300	2,200	2,400	2,500	2,350	2,400	2,600	2,500	2,400
No. of Loan Write-offs	-	-	-	-	-	-	-	-	-
Total Loan Write-off Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pre-paid Interest Rate Buy-Down Amount Associated with Loan Write-off	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

- (1) As of January 2015. All numbers on the report are for illustrative purposes only.
- (2) Estimated based on outstanding loan authorizations.
- (3) Includes utility and customer costs.

3rd Quarter Report  
 July 2015 - September 2015

Residential Third Party Financing Option  
 Funded Through BetterBuildings OEP/CDFA Collaboration

Description	Electric Utilities					Gas Utilities			Grand Total
	Liberty Utilities	NHEC	Eversource	Unitil	Sub-total Electric	LU Gas	Unitil Gas	Sub-total Gas	
<b>Amount Available for Interest Rate Buy-Downs</b>									
Beginning Balance <sup>1</sup>	\$ 9,540	\$ 11,250	\$ 78,390	\$ 13,920	\$ 113,100	\$ 31,980	\$ 4,920	\$ 36,900	\$ 150,000
Less: Interest Rate Buy-Downs Paid	\$ 682	\$ 682	\$ 682	\$ 682	\$ 2,728	\$ 682	\$ 682	\$ 1,364	\$ 4,092
Current Balance	\$ 8,858	\$ 10,568	\$ 77,708	\$ 13,238	\$ 110,372	\$ 31,298	\$ 4,238	\$ 35,536	\$ 145,908
Less: Potential Interest Rate Buy-Downs <sup>2</sup>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amount Available for Interest Rate Buy-Downs	\$ 8,858	\$ 10,568	\$ 77,708	\$ 13,238	\$ 110,372	\$ 31,298	\$ 4,238	\$ 35,536	\$ 145,908
<b>Year-to-date Project Loan Information</b>									
No. of Projects Financed	2	2	2	2	8	2	2	4	12
Total Project Cost <sup>3</sup>	\$ 32,000	\$ 32,000	\$ 32,000	\$ 32,000	\$ 128,000	\$ 32,000	\$ 32,000	\$ 64,000	\$ 192,000
Average Project Cost <sup>3</sup>	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
Total Loan Amount	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 32,000	\$ 8,000	\$ 8,000	\$ 16,000	\$ 48,000
Average Loan Amount	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000
Average Loan Term (years)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Total Interest Rate Buy-Down Amount	\$ 682	\$ 682	\$ 682	\$ 682	\$ 2,728	\$ 682	\$ 682	\$ 1,364	\$ 4,092
Average Interest Rate Buy-Down Amount	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341	\$ 341
Average Gross Interest Rate	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
Average Customer Interest Rate	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Average Sq. Footage of Home (HPwES Projects)	2,300	2,200	2,400	2,500	2,350	2,400	2,600	2,500	2,400
No. of Loan Write-offs	-	-	-	-	-	-	-	-	-
Total Loan Write-off Amount	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pre-paid Interest Rate Buy-Down Amount Associated with Loan Write-off	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes:

(1) As of January 2015. All numbers on the report are for illustrative purposes only.

(2) Estimated based on outstanding loan authorizations.

(3) Includes utility and customer costs.

Public Service Company of New Hampshire  
Docket No. DE 14-216

Date Request Received: 10/13/2015

Date of Response: 10/23/2015

Request No. STAFF 3-027

Page 1 of 1

Request from: New Hampshire Public Utilities Commission Staff

Witness: Thomas R. Belair

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**Request:**

Reference Filing, page 2. The estimated SBC charge for electric programs for the 2016 Update is \$19,779,044. Please provide the calculation that shows the derivation of the estimated monthly bill impact for a Residential customer and a C&I customer.

**Response:**

The estimated monthly bill amounts associated with the current SBC charge of 1.8 mills per kilowatt-hour for a residential customer utilizing 625 kilowatt-hours per month, a small business customer utilizing 10,000 kilowatt-hours per month, and a large business customer utilizing 200,000 kilowatt-hours per month are shown in the table below. The monthly usage numbers are for illustrative purposes only.

Customer Class	Monthly Usage (kWh)	SBC (mill/kWh)	Monthly Bill Amount
Residential	625	1.8	\$ 1.13
Small Business	10,000	1.8	\$ 18.00
Large Business	200,000	1.8	\$ 360.00

(Joint Electric Utility Response)

Public Service Company of New Hampshire  
Docket No. DE 14-216

Date Request Received: 10/13/2015

Date of Response: 10/23/2015

Request No. STAFF 3-028

Page 1 of 1

Request from: New Hampshire Public Utilities Commission Staff

Witness: Eric Stanley

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**Request:**

Reference Filing, page 3. The estimated LDAC charge for gas programs for the 2016 Update is \$7,246,661. Please provide the calculation that shows the derivation of the estimated monthly bill impact for a Residential customer and a C&I Customer.

**Response:**

The EE portion of the gas utilities' LDAC charge varies by utility and market sector (i.e., residential and non-residential) and is dependent upon the current over- or under-balance of funds by sector. The respective LU-Gas and Unitil-Gas LDAC rates are updated annually as part of each utility's Winter Cost of Gas proceeding.

The table below shows the estimated monthly bill impact for a residential customer utilizing 65 therms per month, a small business customer utilizing 298 therms per month, and a large business customer utilizing 18,309 therms per month based on the currently pending Cost of Gas proceedings. The monthly usage numbers are for illustrative purposes only.

Customer Segment	Monthly Usage (Therms)	EE Charge Per Therm (within LDAC)		Monthly Bill Impact	
		LU-Gas	Unitil-Gas	LU-Gas	Unitil-Gas
	(A)	(B)	(C)	(A) x (B)	(A) x (C)
Residential	65	\$0.0585	\$0.0297	\$3.80	\$1.93
Small Business	298	\$0.0256	\$0.0146	\$7.63	\$4.35
Large Business	18,309	\$0.0256	\$0.0146	\$468.71	\$267.31

(Joint Gas Utilities Response)

**Collaboration Agreement Between  
New Hampshire Community Development Finance Authority  
and  
Public Service Company of New Hampshire d/b/a Eversource Energy**

This Collaboration Agreement (the "Agreement") is made as of August 12, 2015, by and between the New Hampshire Community Development Finance Authority located at 14 Dixon Avenue, Concord, New Hampshire ("CDFA") and Public Service Company of New Hampshire d/b/a Eversource Energy located at 780 North Commercial Street, Manchester, New Hampshire ("Utility") and collectively as (the "Parties") for the purpose of setting forth the terms and conditions by which the Utility shall receive American Recovery and Reinvestment Act ("ARRA") funds from the CDFA for interest rate buy-downs in support of the Statewide CORE Energy Efficiency Programs Third Party Financing Option as approved by the New Hampshire Public Utilities Commission ("NHPUC") in its Order No. 25,747 in Docket No. DE 14-216 issued on December 31, 2014.

WITNESSETH

WHEREAS, the CDFA has been awarded ARRA funds by the U.S. Department of Energy through the NH Office of Energy and Planning to manage the Better Buildings program in New Hampshire, which has provided a wide range of energy efficiency services, including financial products which are intended to expand the energy efficiency financing market in New Hampshire; and

WHEREAS, the CDFA is able to utilize a portion of the federal Better Buildings funds currently being repaid to the CDFA through a residential revolving loan fund to expand the resources available for interest rate buy-downs under the Utility's Third Party Financing Option offered to its residential customers under the terms of the Statewide CORE Energy Efficiency Programs; and

WHEREAS, the Utility currently operates residential energy efficiency programs under the Statewide CORE Energy Efficiency Programs, as approved by the NHPUC, and desires to collaborate with the CDFA to expand the Utility's Third Party Financing Option through the use of the federal Better Buildings funds ("Better Buildings Third Party Financing Option").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the Parties hereby agree as follows:

**Article 1 – Amount and Use of Federal Better Buildings Funds**

CDFFA shall make Better Buildings funds available to the Utility in the amount of \$78,390 in 2015 and \$78,390 in 2016 for interest rate buy downs only as part of the Utility's Third Party Financing Option offered under the Statewide CORE Energy Efficiency Programs approved by the NHPUC. Any funds remaining at the end of 2015 will also be available to the Utility in 2016 for interest rate buy downs. Any funds remaining at the end of 2016 will remain in the CDFFA's Residential Revolving Loan Fund. The Utility may not transfer any of its unused funding to another utility unless approved by the CDFFA in writing per the terms of Article 7 of this Agreement. The amount of Better Buildings funds available to the Utility in each year may be increased upon mutual agreement of the Parties. Such mutual agreement shall be made in writing per the terms of Article 7 of this Agreement. Using federal Better Building funds for interest rate buy downs will allow more customers to finance efficiency projects.



CDFA shall not be required to utilize its own funds or funds from any other account in the event Better Buildings funds are reduced or become unavailable.

The Utility will use its best effort to offer the Better Buildings Third Party Financing Option to customers who may need financing in order to complete all or a portion of the energy efficiency measures recommended as part of an energy audit performed by an auditor approved by the Utility. To be eligible for Better Buildings Interest Rate Buy downs through the CDFA, each project must show an estimated annual space heating energy savings of at least 15 percent, as determined by the standard estimation methodology utilized by the Utility. The CDFA and the Utility agree this approach will meet the U. S. Department of Energy's reporting requirements.

#### **Article 2 – Invoicing and Reporting**

The Utility will submit invoices to CDFA within 30 days following the end of each calendar quarter for those services provided pursuant to this Agreement (“Invoiced Amount”). Payment of the Invoiced Amount by the CDFA is due within 30 days of the invoice date. In addition, a report of all projects completed within the calendar quarter for which a Better Buildings interest rate buy down was applied will be provided to the CDFA electronically within 10 days following the end of each calendar quarter. The format and information to be included in the report is incorporated into this Agreement as Attachment A.

#### **Article 3 – Advance of Funds**

CDFA shall advance the Utility 25% of the amount available to the Utility under Article 1 within 5 business days from the date the Utility notifies CDFA in writing that the Utility's Electricity Delivery Service Tariff Rate LP is effective and the Utility is prepared to begin implementation of the Better Buildings Third Party Financing Option so that the Utility has funds sufficient to begin providing services under this Agreement. The Utility shall not be required to pay interest on any unspent advances received from the CDFA. The Utility shall notify CDFA in writing if and when it needs additional advances of funds to provide services under this Agreement. CDFA shall make additional advances to Utility within five (5) business days of receiving a request from the Utility. When the total advances plus the total Invoiced Amounts equals the total amount of funding available to the Utility as described in Article 1, CDFA shall make no further advances of funds and Utility shall use the advances that remain to pay the remainder of the claims for the Third Party Financing Option. If there remain advances in the possession of Utility upon the termination of this Agreement, Utility shall remit to CDFA those amounts within 30 days of when the last claim is paid or no later than March 31, 2017.

The Utility shall disburse loan buy-down amounts directly to the financial institutions participating in the Better Buildings Third Party Financing Option.

#### **Article 4 – Utility's Responsibilities**

The Utility will run the Better Buildings Third Party Financing Option in the same manner as it runs the Utility's existing Third Party Financing Option except where the constraints of this program direct otherwise. The Utility shall be responsible for entering into agreements with the financial institutions participating in both the Better Buildings Third Party Financing Option and the Utility's Third Party Financing Options.

As specified in Attachment C to the Settlement Agreement filed with the NHPUC on December 11, 2014 in Docket No. DE 14-216 (2015-2016 Core Electric and Gas Energy Efficiency Programs) and as approved by the NHPUC in its Order No. 25,747, the Utility will not accept lender rates in excess of 8.0% (interest rate cap) in 2015 and 2016, nor will it allow the buy down rate to fall below 2.0%.

**Article 5 – Interest Rate Buy Down Calculation**

The Utility shall subsidize the scheduled interest payments with a lump sum payment to the participating lender, calculated as follows:

- (1) Determine the value of the monthly loan payment at the full interest rate;
- (2) Determine the value of the monthly loan payment at the discounted interest rate;
- (3) Calculate the present value of the difference between the monthly payment at the full interest rate as calculated in (1) above and the monthly payment at the discounted interest rate as calculated in (2) above, at the full interest rate and the number of periods.

**Article 6 – Effective Date and Agreement Term**

The term of this Agreement shall commence effective on the date of its execution by both Parties and shall terminate on the earliest of (1) December 31, 2016, (2) the expenditure of all funds available for the Better Buildings Third Party Financing Option, or (3) 30 days after receipt of written notice of termination from either Party; provided, however, that CDFA shall pay Utility for all loan buy-down amounts associated with energy efficiency services then in progress for which a Better Buildings Third Party Financing loan has been approved. CDFA acknowledges that the Utility cannot begin providing services under this Agreement until the Utility's Electricity Delivery Service Tariff Rate LP is updated and filed with the NHPUC and becomes effective.

**Article 7 – Party Representatives**

The following representatives are authorized to receive all communications, provide approvals or authorizations required, and act on behalf of each party in all matters concerning this Agreement. At its sole discretion, either Party may change its representative at any time by providing written notice to the other Party. All notices, instructions, and other communications shall be in writing and shall be delivered by registered mail or by confirmed email or fax to the Parties at the following addresses.

For the Utility:

Thomas R. Belair  
Manager – Energy Efficiency Services  
Public Service Company of New Hampshire d/b/a Eversource Energy  
780 North Commercial Street  
Manchester, New Hampshire 03105  
Phone: 603-634-2720  
Fax: 603-634-2449  
Email: [Thomas.belair@eversource.com](mailto:Thomas.belair@eversource.com)

For CDFA:

Ted Kuchinski  
Chief Financial Officer  
New Hampshire Community Development Finance Authority  
14 Dixon Avenue, Suite 102  
Concord, New Hampshire 03301  
Phone: 603-717-9125  
Fax: 603-226-2816  
Email: [tkuchinski@nhcdfa.org](mailto:tkuchinski@nhcdfa.org)

#### **Article 8 – Confidential Information**

Confidential information shall include, but not be limited to, personally identifiable customer information such as name, phone number, address, and financial information. The Utility may disclose to CDFA information about participating customers to the extent necessary to carry out its responsibilities under this Agreement. All confidential information shall be kept confidential by CDFA and its agents, employees, and representatives in compliance with all applicable federal and state laws, and CDFA shall take appropriate measures to protect all confidential information.

Except to the extent set forth in this article, or as otherwise agreed to in writing by the Parties, each Party agrees not to disclose to third parties, unless required by the American Recovery and Reinvestment Act flow down requirements, any confidential information that is disclosed pursuant to this Agreement.

Any Information transmitted to either party will not be deemed confidential information if that information is: (a) in the receiving party's possession without restriction on disclosure prior to disclosure hereunder; (b) at the time of disclosure, generally available to the public without restriction on disclosure; (c) after disclosure, generally available to the public without restriction on disclosure, by publication or otherwise, through no fault of the receiving party; or (d) after the time of disclosure, received from a third party who imposes no obligation of confidentiality and who, insofar as the receiving party can reasonably determine, did not acquire any such confidential information directly or indirectly from the other party subject to requirements of confidentiality.

#### **Article 9 – Indemnification**

Utility shall indemnify, hold and save harmless, and defend, at Utility's own expense, CDFA, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including its costs and expenses, arising out of acts or omissions of the Utility's employees, officers, agents, or sub-contractors, in the execution and implementation of this Agreement.

CDFA shall indemnify, hold and save harmless, and defend, at CDFA's own expense, the Utility, its officials, agents, and employees from and against all suits, claims, demands, and liability of any nature or kind, including its costs and expenses, arising out of acts or omissions of CDFA's employees, officers, agents, or sub-contractors, in the execution and implementation of this Agreement.

#### **Article 10 – Miscellaneous**

**Notification of Material Changes:** Each Party shall notify the other Party of any material changes in the mode of operation, change of premises, significant negative change in financial position or source or method of funding, as well as any litigation or proceedings before any court or administrative agency that may adversely affect its ability to fulfill its contractual obligations under this Agreement.

**Entire Agreement: Waiver and Modification:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and undertakings, written or oral, with respect to the subject matter. Any waiver, amendment, or modification of the provisions shall not be effective unless in writing and signed by the Parties. Any waiver or consent shall be effective only in the specific instance and for the specific purpose for which given and shall not be construed to affect any other or future waiver or consent.

**Severability:** If any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect or to any extent, such finding shall not affect the validity, legality, or

enforceability of such provisions in any other jurisdiction, and the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired, or restricted.

**Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be a single agreement.

**No Waiver; Remedies:** No failure on the part of CDFA or the Utility to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

**Governing Laws:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to its conflicts of laws principles. In any legal action arising from this Agreement, the substantially prevailing party shall be entitled to reasonable attorney's fees, including costs allocated for in-house counsel, other costs, and necessary disbursements incurred in connection with the action or proceeding as determined by a court. Any legal action brought with respect to this Agreement shall be brought in the state or federal court in New Hampshire having jurisdiction.

**Nondiscrimination in Customer Services:** The Utility shall not, on the grounds of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, or disability, unlawfully:

Deny an Eligible Customer any facilities, financial aid, services, or other benefits provided under this Agreement;

Provide any service(s) or other benefits to an Eligible Customer that are different, or are provided in a different manner, from those provided to others under this Agreement or confer separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this Agreement; and

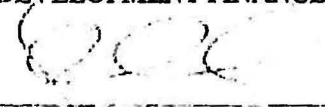
Deny an Eligible Customer an opportunity to participate in any program provided by this Agreement through the provision of service(s) or otherwise, or any Eligible Customer an opportunity to do so that is different from that afforded others under this Agreement.

**Survivability:** Articles 2, 3, 6, 7, 8 and 9 shall survive termination of this Agreement.

**Acknowledgements:** Utility agrees to comply with the ARRA Standard Terms, where applicable, as outlined in Attachment B of this agreement. For the purposes of this Agreement, the CDFA agrees that Section 1512 Reporting and Davis Bacon Act and Contract Work Hours and Safety Standards Act are not applicable. With respect to historic preservation, the Utility has reviewed the Programmatic Agreement Between The Department of Energy, The Office of Energy and Planning and the New Hampshire State Historic Preservation Office ("Programmatic Agreement") and has determined that all of the measures to be installed under the Better Buildings Third Party Financing Option are within the exemptions listed in the Programmatic Agreement, which is included as Attachment C to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and by the proper officials thereof who are duly authorized as of the signature and effective dates set forth herein.

COMMUNITY DEVELOPMENT FINANCE AUTHORITY

By:   
(Its duly authorized agent)

Taylor Caswell  
Executive Director  
August 12, 2015

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

By:   
Its duly authorized agent

TILAK SUBRAHMANIAN  
Printed Name:

VICE PRESIDENT, ENERGY EFFICIENCY  
Title:

Aug. 17, 2015  
Date: