

THE STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION

Public Service Company of New Hampshire

RECONCILIATION OF STRANDED COST RECOVERY  
AND ENERGY SERVICE CHARGES FOR 2015

Docket No. DE 16-542

Stipulation and Settlement

This Stipulation and Settlement Agreement (“Agreement”) is entered into as of the date written below among Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” or the “Company”), the Staff of the Public Utilities Commission (“Staff”), and the Office of Consumer Advocate (“OCA”), collectively referred to as the “Settling Parties”. This Stipulation and Settlement Agreement resolves, and represents a compromise of, all of the issues in this proceeding.

**I. Background**

On May 2, 2016, Eversource filed its reconciliation of stranded costs and energy service costs incurred in 2015 with revenues recovered in 2015 through the Stranded Cost Recovery Charge (“SCRC”) and Default Energy Service (“Energy Service” or “ES”) rate.

The OCA filed its letter of participation on May 12, 2016. Following a pre-hearing conference in the proceeding, discovery was conducted on Eversource’s filing, and on December 15, 2016 the testimony of Staff witnesses was filed in the docket. Following those submissions, the parties engaged in settlement negotiations culminating in this Agreement.

**II. Settlement Terms**

The Settling Parties desire to resolve all issues that are part of this proceeding. To that end, the Settling Parties agree that Eversource shall forego recovery of the liquidated amount of \$800,000, with such amount not identified nor assignable to any particular matter. This agreement to forego such recovery is for purposes of resolving this proceeding only and shall not be construed as any admission or agreement regarding any issue in this proceeding. Eversource agrees to promptly inform the Commission and the OCA, on a confidential basis, of any future Eversource generation dispatch event excluding ISO-NE capacity audits, state of New Hampshire environmental emission audits, and operations of Eversource generating units to assure the ability for the generating units to be available when called upon by ISO-NE that, in the Company’s judgment, would result in an increase in costs to retail customers of \$500,000 or more.

The Settling Parties agree that all testimony and supporting documentation should be admitted as full exhibits for purposes of consideration of the Agreement. Agreement to admit all direct testimony without challenge does not constitute agreement by the Settling Parties that the content of the written testimony is accurate nor is it indicative of what weight, if any, should be given to the views of any witness. Furthermore, in light of the fact that they have entered into the Agreement, the Settling Parties have agreed to forego cross-examining witnesses regarding their pre-filed testimony and, therefore, the admission into evidence of any witness's testimony or supporting documentation shall not be deemed in any respect to constitute an admission by any party to the Agreement that any allegation or contention in this proceeding is true or false.

The Agreement is expressly conditioned upon the Commission's acceptance of all of its provisions without change or condition. If such acceptance is not granted, the Agreement shall be deemed to be null and void and without effect, and shall not constitute any part of the record in this proceeding nor be used for any other purpose. The Settling Parties agree to support approval of the Agreement before the Commission, shall not oppose this Agreement before any regulatory agencies or courts before which this matter is brought.

The terms of the Agreement shall not be used for precedent in any future dockets or proceedings. Moreover, the Commission's acceptance of the Agreement does not constitute continuing approval of or precedent regarding any particular issue in this proceeding, but such acceptance does constitute a determination that the provisions set forth herein are just and reasonable. The discussions which have produced the Agreement have been conducted on the understanding that all offers of settlement and discussion relating thereto are and shall be privileged, and 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 any manner in connection with this proceeding, any further proceeding, or otherwise.

IN WITNESS WHEREOF, the Settling Parties to Docket No. DE 16-542 have caused this Agreement to be duly executed in their respective names by their agents, each being fully authorized to do so on behalf of their principal.

Staff of the Public Utilities Commission

Date: \_\_\_\_\_

By: \_\_\_\_\_

Suzanne G. Amidon  
Staff Attorney  
21 S. Fruit St., Suite 10  
Concord, NH 03301  
(603) 271-2431  
email: Suzanne.amidon@puc.nh.gov

Office of the Consumer Advocate

Date: \_\_\_\_\_

By: \_\_\_\_\_

D. Maurice Kreis  
Consumer Advocate  
21 S. Fruit St., Suite 18  
Concord, NH 03301  
(603) 271-1172  
email: Donald.kreis@oca.nh.gov

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

Date: March 7, 2017

By:  \_\_\_\_\_

Matthew J. Fossum  
Senior Counsel  
780 N. Commercial Street  
Manchester, NH 03101  
(603) 634-2961  
email: matthew.fossum@eversource.com

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email: Suzanne.amidon@puc.nh.gov

Date: 3/7/2017

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