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June 29, 2022

Daniel C. Goldner, Chair, Public Utilities Commission
and SEC Chairman
21 South Fruit Street, Suite 10
Concord, NH 03301
Daniel.C.Goldner@puc.nh.gov

Robert R. Scott, Commissioner, Department of Environmental Services
And SEC Vice Chair
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
robert.scott@des.nh.gov

**Re: SEC Docket 2015-04, Eversource Seacoast Reliability Project – Eversource’s
Response to Town of Newington’s Objection to Notification of Termination
of Dispute Resolution Process and Returning of Trust Funds to Eversource**

Dear Messrs. Goldner and Scott:

I write in response to the Town of Newington’s (“Town”) letter addressed to you, dated June 27, 2022 from Attorney John Ratigan (“Letter”). The Town’s Letter seeks to “relay their objection to the termination of the Dispute Resolution Process and the Return of the Trust Funds to Eversource.” As explained below, we object to the Town’s position because it impermissibly seeks a unilateral amendment of the Certificate of Site and Facility (“Certificate”) issued to Eversource to construct the Seacoast Reliability Project.

The Certificate included provisions for establishing a process (the “Dispute Resolution Process” or “DRP”) to resolve disputes raised by businesses or property owners concerned about the potential or actual impacts of the construction or operation of the Project. As part of the DRP conditions, the Certificate required Eversource to “deposit One Hundred Thousand (\$100,000) Dollars to establish the Dispute Resolution Fund.” Certificate at 16. The Certificate explicitly provided that “the Dispute Resolution Administrator shall accept written requests for dispute resolution until the two-year anniversary date of the date when the transmission line is placed in service” and that after that two-year period “all funds remaining in the Dispute Resolution Fund after the payment of all awards and the payment of the Dispute Resolution Administrator’s compensation and expenses shall be returned to Applicant.” *Id.* (emphasis added).

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The termination of the DRP and return of funds to Eversource is not a discretionary act. By the terms of the Certificate, it is a requirement, unless the DRP has been invoked prior to the two year deadline. As noted in our June 9, 2022 letter to you, as of June 8, 2022, Eversource had not received any applications, including from the Town, seeking to invoke the DRP.

If the Town wished to initiate the DRP, it should have complied with the required prerequisites in the Certificate. It did not. Alternatively, if the Town wanted the two year window extended, it should have petitioned the SEC to amend the Certificate. It did not. It is certainly not appropriate at this point for the Town to ask the SEC to unilaterally amend the Certificate to extend this process after it has already terminated—a process that is not authorized under RSA 162-H, the Committee's rules, or the Certificate.

Notwithstanding the foregoing, Eversource remains committed to working with the Town,¹ or any underlying property owner, to resolve remaining concerns or claims outside of the formal DRP established as a condition of the Certificate.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Barry Needleman", is written over a light blue horizontal line.

Barry Needleman

BN:amd

cc: SEC Service List, Docket 2015-04

¹ The Town does not have standing to make claims on behalf of individual private property owners.