

**SPECIAL CONTRACT**

**CONCORD STEAM CORPORATION**

**WITH**

**CATCH Neighborhood Housing  
76 South State Street  
Concord NH**

**Date of Execution:**

1/24, 2013

**Effective Date:**

June 30, 2013

**Date of Termination:**

**Seven Years After Effective Date Unless  
Terminated Sooner Pursuant to Terms Herein**

**STATEMENT OF THE SPECIAL CIRCUMSTANCES  
RENDERING DEPARTURE FROM GENERAL SCHEDULES  
JUST AND CONSISTENT WITH THE PUBLIC INTEREST**

1. The service to be rendered under this Contract (the "Contract") consists of the furnishing of steam service to CATCH legal owners of the property formerly known as the Endicott Hotel and is located at 3 South Main Street Concord, New Hampshire 03301 at a price which takes into account the marginal cost of serving the CATCH property, the CATCH's contribution of \$8,750.00 of installation costs for the upgrades required to the commercial rental units in addition to the contributions in equipment and controls that will be made by Concord Steam to the existing heating system/domestic water to benefit CATCH. Per Attachment A – plans and specifications of equipment and controls.
2. This Contract has been designed to meet the specific needs of the CATCH while at the same time providing benefits for Concord Steam and its other customers. The parties agree that steam supply is a vital element to the CATCH mission, in that it is crucial to supply reliable heat from a renewable resource that provides energy at stabilized pricing to the Endicott Hotel apartments and commercial units. Further, the inclusion of the CATCH steam load is important to Concord steam, because it keeps a significant amount of sales under contract helping to maintain Concord Steam's annual steam sales at current levels. Thus, this Contract enables the CATCH to make use of a local renewable energy source while reducing the pricing risks that are inherent with using fossil fuels and also providing a regular revenue stream from CATCH to Concord Steam for services provided. In turn, this will contribute significantly to holding down rates for Concord Steam's other customers by aiding in spreading the fixed cost over a wider base with a minimum addition of investment in assets.

**CONTRACT FOR STEAM SERVICE BETWEEN  
CONCORD STEAM CORPORATION**

**AND**

**CATCH Neighborhood Housing  
76 South State Street  
Concord NH**

Agreement made as of this 24<sup>th</sup> day of Jan , 2013 by and between Concord Steam Corporation ("Concord Steam"), a New Hampshire corporation with a principal place of business of P.O. Box 2520, Concord, New Hampshire 03302 and CATCH Neighborhood Housing (CATCH), a New Hampshire business, with a principal place of business at 76 South State Street Concord, New Hampshire 03301.

WHEREAS, Concord Steam is engaged in business as a public utility in the City of Concord in providing steam service to the public;

WHEREAS, the CATCH is committed to its mission of creating quality neighborhood housing opportunities and providing retail commercial spaces to the public in Concord, New Hampshire.;

WHEREAS, the CATCH is upgrading its mechanical heating and ventilation system and upgrading its existing steam service at the Endicott Hotel Apartments located at 3 South Main Street;

WHEREAS, CATCH has subdivided the building into 5 condominiums each condominium individually metered.

WHEREAS, Concord Steam desires to provide steam service to the CATCH upon the terms and conditions set forth in this Contract in order to maintain its steam load, for the benefit of all of its customers.

NOW, THEREFORE, Concord Steam and CATCH for and in consideration of the mutual covenants and agreements hereinafter set forth do hereby agree as follows:

**1. Rate and Usage.** CATCH shall pay Concord Steam a monthly rate that is based on the most current cost of energy rate plus the most current tiered base rate multiplied by the monthly use. During the first four years of this Agreement CATCH shall pay a base rate that is no more than the lowest tier whenever its usage is less than the amount required to qualify for the lowest tier rate. If at anytime the usage by CATCH qualifies for a rate lower than the lowest tier then CATCH shall pay the lower of the rates for all steam usage that qualifies for that rate. After the first four years of this Agreement CATCH shall revert to paying the applicable tiered base rate in accordance with its usage as published in the most current tariff in effect.

**2. Cost of Energy.** The Monthly Rate includes the cost of energy, at an initial rate of \$15.18/Mlb. In accordance with Paragraph 1 of this Agreement, the Monthly Rate will be adjusted based on Concord Steam's applicable cost of energy, as approved by the New

Hampshire Public Utilities Commission (the "Commission"). Attachment B – Concord Steam NHPUC rates as of the date of this agreement.

**3. Base Rate.** In accordance with Paragraph 1 of this Agreement, the Monthly Base Rate will be charged at Concord Steam's applicable tiered base rate, as approved by the New Hampshire Public Utilities Commission (the "Commission"), an initial rate of \$15.18.

**4. Payments.** All amounts due and payable under this Contract shall be made in accordance with the payment terms and conditions under Concord Steam's tariff then in effect, including the applicable interest rate applied to any unpaid balances.

**5. Default.** Customer agrees to pay all service connection charges related to the restoring of the steam service and associated cost incurred to supply upgrades to the steam service by CSC if service is discontinued by the customer or by CSC if customer is in default at anytime during the term of this agreement. In addition, the Customer agrees to re-pay any base rate discounts applied to it's account if service is discontinued by the customer or by CSC if customer is in default at anytime during the term of this agreement.

**6. Term.** The term of this Contract is seven years commencing on October 1, 2013.

**7. Entire Agreement.** This instrument constitutes the entire agreement between the parties and is executed by each without reliance upon any representations made by either to the other during the course of the negotiations with respect thereto; provided, however, that the parties understand and agree that, except to the extent it is inconsistent with this Contract, the terms of Concord Steam's tariff on file with the Commission shall govern the parties' relationship.

**8. Successors and Assigns.** Insofar as may be legally possible, each party covenants and agrees that the benefits and burdens of this Contract shall be binding upon the successors and assigns of each including any successor in title to all or substantially all of the properties of each. CATCH may assign the rights and obligations of this agreement upon a sale of individual condominiums to the purchaser upon the written consent of Concord Steam, of which consent will not be unreasonably withheld.

**9. Notices.** Except as otherwise provided herein, all notices hereunder shall be in writing and shall be deemed to have been duly given for all purposes (i) when delivered in person, or (ii) three days after the date on which deposited in the United States mail, by registered or certified mail, return receipt requested postage prepaid, or (iii) one day after the same is delivered to an express courier service guaranteeing overnight delivery, or (iv) when sent by telecopy transmission if receipt is confirmed and a copy is sent by regular first class mail, postage prepaid, in each case directed to the party to receive the same (which, in the case of Concord Steam, is the President and in the case of CATCH is Mike Reed, 76 South State Street Concord NH at its address stated above or at such other address as may be substituted by notice given as herein provided.

**10 Amendment.** This Contract may be amended only by written agreement by and between Concord Steam and CATCH and, if required by applicable law or regulation, only if approved by the Commission. If CATCH desires to extend the term of this Contract, it shall give notice thereof to Concord Steam not later than October 1, 2020. If Concord Steam is willing to consider such an extension, the parties shall then discuss the terms and conditions thereof and if agreement is reached with respect to such terms and conditions, such agreement shall be evidenced in writing which, if required by applicable law or regulation, shall be submitted to the Commission for its approval.

**11. Applicable Law.** The parties agree that this Contract shall be governed by the laws of the State of New Hampshire.

**12. Headings.** The headings in each section of this Agreement are for convenience of reference only, and do not form a part hereof and in no way modify or shall be used to interpret or construe the meaning of this Contract.

IN WITNESS WHEREOF the parties have caused their corporate names to be subscribed by a duly authorized officer.


CONCORD STEAM CORPORATION

By: 

Name: Peter Bloomfield

Title: President, duly authorized

CATCH Neighborhood Housing

By: 

Name: Michael Reed

Title: Director of Real Estate, duly

authorized

## Attachment (A)

### **TAG: HTP-1**

Steam Fired Heat Transfer components only sized to heat up to 60 GPM from 160F to 180F, using 605 lbs/hr of 20 psig to the control valve. 1,400 mbh heat load capacity.

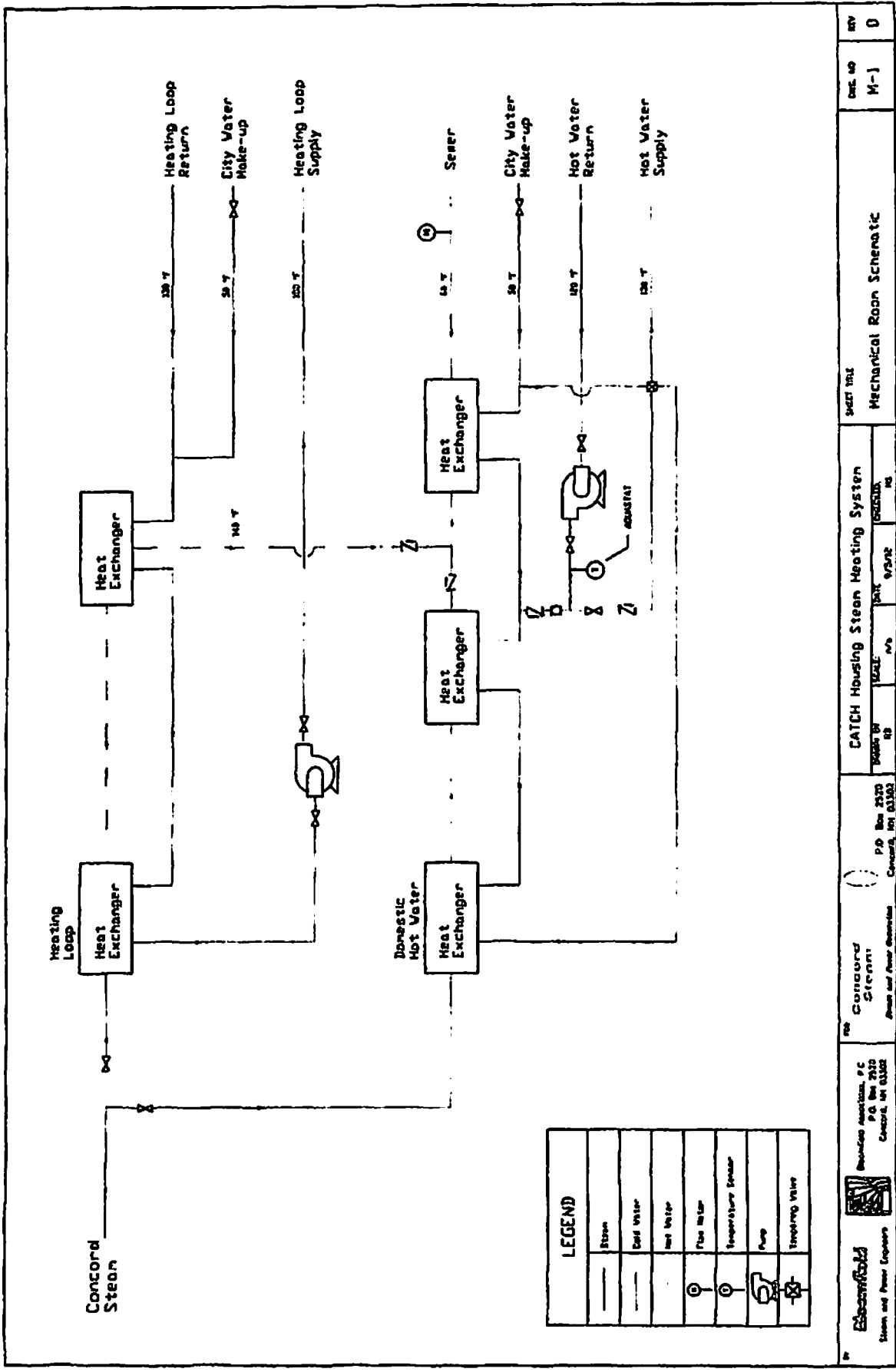
<b>Item</b>	<b>Qty</b>	<b>Description</b>
:		<ul style="list-style-type: none"><li>• (1) 8" ASME CODE 150lb Stamped Heater Section, carbon steel shell, cast iron steam head, single wall copper tubes construction, steel tube sheet,</li><li>• (1) Spirax Sarco 2" FT-15 Float &amp; Thermostatic Steam Trap</li><li>• (1) Inlet Steam Temperature Control Valve Station fitted with inlet isolation valve, strainer piped w/ single seated balance trim BV Type electronic temperature control valve.</li><li>• EC-800 Electronic Temperature controller.</li><li>• (1) Vacuum Breaker and steam pressure gauge</li><li>• ASME Air Separator w/ air vent and makeup valve PRV assembly</li><li>• ASME Bladder Expansion Tank 11 Gallon</li><li>• (1) Grundfos Magna 65-120 F pump, cast iron w/ SS impeller, 60 GPM 25'hd , 230v/1/60hz, with integrated differential pressure control.</li><li>• Pressure and Temperature Relief Valve</li><li>• Triple Duty Valve &amp; Suction Diffuser</li><li>• (2) Temperature Indicators</li><li>• (1) Pressure Gauges</li></ul>

### **Attachment (A) continued**

Spirax Sarco Inc. SHH125-836-DWEN Steam Water Fired Water Heater sized to heat up to 40 GPM Max from 40 F to 140 F using 20 psi steam to the control valve inlet. Unit is Horizontal configuration.

Includes the following:

- 8" ASME CODE Stamped Heater Section, 316L stainless steel shell, cast iron steam head, double wall copper tubes, 304 SS tube sheet Inner Steel head side tube sheet.
- **Preheat heat exchanger to utilize condensate to heat incoming domestic water. Heat exchanger fitted with condensate cooling valve to lower temperature below 140f to floor drain.**
- 1.0" BV Type BV control valve, fail closed/spring return actuator and single seated class IV dead tight shut off.
- Double Safety Shutdown System.
- EC-800 –EN-PM6 UL Listed Digital Microprocessor Temperature Controller Panel w/ Indicator for Power on and High Limit Tripped or Shutdown.
- RTD Sensor.
- Pressure and Temperature Relief Valve.
- 316 SS Intra-tank circulation Pump with check valve and isolation valves.
- 2" Blend Valve and circulator for hot water return with aquastat control.
- 4.5" Dial Compound Pressure gauge 30in – 0 – 30 psig with siphon isolation valve & vacuum breaker.
- 1.5" FT-15 Float and Thermostatic Steam Trap.
- 1.0" Stainless Steel Ball valve for Blow down.
- Heater Insulated w/ 1.5" of Fiberglass and Metal Jacket Covering
- Spirax Blue, Powder Coated Stand Mounted



 Essexville Steam and Power Engineers	Revision: Addition, P.C. P.O. Box 2520 Concord, NH 03302	No. Concord Schematic	P.O. Box 2520 Concord, NH 03302	CATCH Housing Steam Heating System Design By: [blank] Date: 9/2/82 Scale: N/A Project No: 000000	Sheet No. Mechanical Room Schematic	Des. No. M-1	Rev. 0