

**BEFORE THE PUBLIC UTILITIES COMMISSION  
STATE OF NEW HAMPSHIRE**

**Docket No. DE 23-\_\_\_**

**COMMUNITY POWER COALITION OF NEW HAMPSHIRE**

**Complaint Against**

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

June 13, 2023

NOW COMES the Community Power Coalition of New Hampshire (CPCNH or the “Coalition”), a non-profit corporation operating as a governmental instrumentality of 34 subdivisions of the State of New Hampshire<sup>1</sup> pursuant to RSA 53-A and 53-E and COMPLAINS that Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” or “PSNH”) is in violation of Puc 2200 administrative rules of the Public Utilities Commission and RSA 53-E and petitions the Commission for redress of the ongoing harm caused to the Coalition, its Members, and their prospective customers by Eversource’s lack of compliance with Puc 2200 and RSA 53-E.

This complaint petition is made pursuant to Puc 2205.12(a)<sup>2</sup> regarding Eversource’s omission of actions necessary to comply with the requirements of RSA 53-E and Puc 2200 rules and also

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<sup>1</sup> City of Lebanon, Town of Hanover, City of Nashua, Cheshire County, Town of Harrisville, Town of Exeter, Town of Rye, City of Dover, Town of Warner, Town of Walpole, Town of Plainfield, Town of Newmarket, Town of Enfield, Town of Durham, Town of Pembroke, Town of Hudson, Town of Webster, Town of New London, City of Portsmouth, Town of Peterborough, Town of Canterbury, Town of Wilmot, Town of Sugar Hill, Town of Hancock, Town of Westmoreland, Town of Shelburne, Town of Brentwood, Town of Boscawen, City of Berlin, Town of Randolph, Town of Lyme, Town of Rollinsford, Town of Stratham, and Town of Newport.

<sup>2</sup> Puc 2205.12(a): “**The commission shall hear and decide complaints or disputes between committees, CPAs, and utilities, as well as complaints regarding a CPA’s or utility’s compliance with the requirements of RSA 53-E and these rules.**” [emphasis added]

A complementary complaint is being filed at the NH Department of Energy under its authority pursuant to RSA 365:1 regarding omissions of actions needed for Eversource to comply with Public Utilities Commission Order No. 22,919 (5/4/98), RSA 362-A:9, II, RSA 53-E:3, and RSA 374-F:3, XII(c) as well as the express intent of RSA 374-F. It is not clear that the Commission’s authority to hear and decide complaints extends to those concerning acts or omission of acts pursuant to other statutes and PUC orders, at least not in the first instance prior to escalation pursuant to RSA 365:4 by the Department or

regarding certain disputes between CPCNH and Eversource, all of which together substantially delayed the launch of the Coalition’s power supply service for most of the month of April (thereby foregoing an estimated \$4,380,000 in NH ratepayer potential cost savings) and have foreclosed the Coalition’s ability to serve Net Metered customers or to offer advanced rate structures (both of which the Coalition is capable of providing, as a power agency, having expended significant effort to contract for the requisite capabilities).

Eversource’s non-compliance with the Puc 2200 rules<sup>3</sup>, RSA 53-E<sup>4</sup> and other statutes cited in the parallel complaint to the NH Department of Energy results in the Coalition’s CPA default service<sup>5</sup> being treated in a number of discriminatory ways, small and large, that have the effect of giving an unfair advantage to utility default service counter to the purpose of RSA 53-E<sup>6</sup> and other related statutes as described in the complaint to the Dept. of Energy. The non-compliance, including imposing additional requirements beyond those authorized by Puc 2200 rules, RSA 53-E, tariffs, or otherwise, has created unnecessary burdens and delays in implementation of community power aggregations and made it impossible for Coalition CPAs to implement important features of their Electric Aggregation Plans that have been approved by their legislative body and the Commission, including in particular providing universal access that includes being able to service Net Metered

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complainant; hence the reason why a closely related and overlapping complaint is filed with the Department of Energy.

<sup>3</sup> Particular lack of compliance arises from Puc 2202.05 in the definition of CPA and its application to CPCNH as agent and supplier for Member communities, Puc 2202.05(f), Puc 2203.02(d), Puc 2204.02(a)(2), Puc 2204.02(d), Puc 2204.06, Puc 2205.01, Puc 2205.13(7), Puc 2205.15, and Puc 2205.16.

<sup>4</sup> Including in particular, RSA 53-E:4, V, 53-E:6, III(f), and 53-E:7, III, as well as RSA 362-A:9, III.

<sup>5</sup> RSA 374-F:2, I-a. states that “**Default service’ means electricity supply that** is available to retail customers who are otherwise without an electricity supplier and are ineligible for transition service and **is provided by electric distribution utilities under RSA 374-F:3, V or as an alterative [sic], by municipal or county aggregators under RSA 53-E.**” RSA 53-E:6, III(c) requires electric aggregations plans to detail “[r]ate setting and other costs to participants, including **whether energy supply services are offered** on an opt-in basis or **on an opt-out basis as an alternative default service.**” [emphasis added, BTW “alterative” can be defined as “tending to restore to health”]

<sup>6</sup> RSA 53-E:1 **Statement of Purpose.** – The general court finds it to be in the public interest to allow municipalities and counties to aggregate retail electric customers, as necessary, to provide such customers access to competitive markets for supplies of electricity and related energy services. The general court finds that aggregation may provide small customers with similar opportunities to those available to larger customers in obtaining lower electric costs, reliable service, and secure energy supplies. The purpose of aggregation shall be to encourage voluntary, cost effective and innovative solutions to local needs with careful consideration of local conditions and opportunities.

customers pursuant to Puc 2205.15. Eversource should not be allowed to use its monopoly franchise on electric distribution services to systematically advantage its default service by not providing comparable meter data and rate and billing options to CPA default service that it provides to its own default and/or distribution service as expected by the relevant law and PUC order.

In support of this complaint the Coalitions states as follows:

## **1. Introduction and Overview**

- 1.1. The Coalition was formed by its municipal and county members to “jointly support the implementation and operation of their respective CPAs [Community Power Aggregations] and related energy programs” (JPA p. 2) and “to jointly exercise certain powers, privileges, and authorities granted to municipalities and counties pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (and by reference NH RSA 33), all in accordance with NH RSA 53-A.
- 1.2. On March 6, 2023, CPCNH sent notice, via email, to the Commission, the NH Department of Energy (DOE), Office of the Consumer Advocate (OCA), and the 4 electric distribution utilities (EDUs) that ten CPCNH members<sup>7</sup> would commence CPA service no sooner than 45 days hence, pursuant to approved Electric Aggregations Plans (EAPs).
- 1.3. This notice of commencement of service was delayed by approximately 3-4 weeks due in large part to Eversource’s refusal, starting in late January, to recognize CPCNH as an appropriate counterparty in a supplier agreement with Eversource in order to proceed with EDI testing and other steps to launch CPA programs for the first time. Instead Eversource required, for a critical period of time, contrary to RSA 53-E and Puc 2200 rules as is detailed in Section 2, that a Competitive Electric Power Supplier (a “CEPS”) had to be the counterparty to a supplier agreement with Eversource in order to serve our or any other CPA or to complete EDI testing and enroll customers.
- 1.4. In November of 2022 CPCNH approached each of the 4 EDUs to set up meetings to introduce them to Calpine Energy Solutions, which the Coalition had selected through a

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<sup>7</sup> City of Lebanon, City of Nashua, Town of Enfield, Town of Exeter, Town of Hanover, Town of Harrisville, Town of Peterborough, Town of Plainfield, Town of Rye, and Town of Walpole.

competitive RFP to be our EDI vendor for the purpose of supporting our retail customer services including doing EDI enrollment and managing customer data. As we met with each of the EDUs we explained that CPCNH was preparing to launch services on an opt-out basis under the newly adopted Puc 2200 rules in the spring of 2023 and pursuant to PUC approved Electric Aggregation Plans (EAPs). We also explained that we were still in the process of completing a competitive solicitation for LSE services conducted by our portfolio manager and we would subsequently identify our LSE provider (after contractual arrangements were completed).

- 1.5. Because Eversource was suggesting imposing an excessively cumbersome and time consuming requirement that we complete EDI testing serially for each separate municipal CPA we would serving, potentially taking months, compared with the other EDUs that were not contemplating such time consuming requirements and repeat testing, the Coalition sent Eversource a 7 page letter on 11/25/22, attached as **Exhibit A**, explaining how we planned to operate consistent with RSA 53-E and Puc 2200 and how they should work with us to facilitate the Coalition and its launching members to comply with the law and rules.
- 1.6. In a call on December 8, 2022 CPCNH identified to Eversource counsel the fact that their current Supplier Agreement, written for CEPS and in accord with Puc 2000 rules, is in conflict with the more recent and specific provisions of RSA 53-E and Puc 2200 rules in very material and substantive ways and needed to be modified to apply to CPAs as Suppliers or CEPS serving CPAs as Suppliers. Eversource seemed to acknowledge such inconsistencies and the need to address them. CPCNH representatives on the call offered to suggest edits that would bring their supplier agreement into conformance with Puc 2200 rules.
- 1.7. On January 19, 2023 the Coalition provided to Eversource counsel a copy of their Supplier Agreement with suggested edits to bring it into conformity with the Puc 2200 rules, and in a few instances to be more consistent with other EDU supplier agreements, that would be suitable for the Coalition (or a CEPS serving CPAs) to execute as Supplier. A copy of that document is attached as **Exhibit B**. The transmittal email and subsequent chain of Eversource response and Coalition reply are attached as **Exhibit C**.

- 1.8. After first immediately responding with appreciation and a commitment to commence the review process immediately, Eversource subsequently responded one week later, reversing course and representing that they would not be modifying their Supplier Agreement without first updating their tariff and asserted that “the master supplier services agreement is between the utility and the registered competitive supplier who is providing the supply service”<sup>8</sup> such that CPCNH would have to work through a CEPS as the supplier of record with Eversource and that CEPS would also need to be the Load Serving Entity (LSE) with ISO New England to serve our CPA load.
- 1.9. Although other EDUs seemed more willing to enter into a supplier agreement with the Coalition and not require a CEPS as intermediary, the Coalition recognized that the time needed to argue this point would delay our ability to begin serving NH ratepayers with lower cost energy indefinitely, so we decided to shift gears. We worked with Calpine in arranging LSE service; our portfolio manager, Ascend Analytics, LLC; and our lockbox and banking services provider, River City Bank, to rework the design of our planned transactions and write significantly new contractual language to allow for transition of LSE services from one Calpine affiliate that was already registered as a CEPS (Champion Energy Services, LLC) to a new one that was under development as an LSE (Calpine Community Energy, LLC or CCE). CCE is the preferred LSE and became a NEPOOL member and ISO New England market participant as of 3/1/23, but also needed to register as a NH CEPS, to CPCNH as Supplier with CCE as contracted LSE provider, and to CPCNH itself as Supplier and LSE. We also determined that it would be impractical for CPCNH itself to enter into a Supplier Agreement with some EDUs while having to use a CEPS for Eversource. This work to change course due to Eversource’s requirements was complicated, challenging, and consumed several weeks of time, causing a 3-4-week delay to our launch schedule that unnecessarily increased the cost of Coalition member communities approximately \$4.4 million dollars in forgone rate savings and accumulation of reserve funds.

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<sup>8</sup> Email from Jessica Chiavara to Clifton Below and Michael Postar, 1/26/23, attached hereto in **Exhibit C** as part of a chain of emails from 1/19 to 1/26/23.

- 1.10. Since the first of the year, as Eversource began to provide us with Puc 2204.02 anonymized individual customer data, we realized that they were not providing us with any negative usage data from Net Energy Metered (NEM) customers, only zeros in such months when those customers exported surplus power to the grid in excess of behind the meter consumptions, contrary to Puc 2204.02(a)(2), which requires the provision of monthly usage data, and Puc 2203.02(d) that requires that: “[a]ll customer usage data provided by the utility shall include consumption power delivered to customers and exports to the grid from customer generators in kWh for each reported interval.”
- 1.11. Upon further inquiry and in a conference call with counsel from Eversource, Liberty and Unitil on February 24, 2023 it became apparent that Eversource did not have any plans or means to provide CPAs with historic or ongoing negative usage data for NEM customers, contrary to the requirements of Puc 2203.02(d), Puc 2205.05(b), Puc 2205.13(a)(7), and Puc 2205.15.
- 1.12. In the same conference call on 2/24/23 Eversource confirmed that they were unable to indicate if, when, and how they will comply with Puc 2205.15(b) and RSA 362-A:9, II to account for NEM generation exported to the grid by CPA customer-generators “as a reduction to the CPA’s customers’ electricity supplier’s wholesale load obligation for energy supply as an LSE, net of any applicable line loss adjustments, as approved by the commission.” This obligation has existed since September 15, 2020 when Chapter 21, NH Laws of 2020, went into effect, almost three years ago.
- 1.13. Eversource has had a responsibility and obligation under New Hampshire law to provide competitive suppliers, through their EDI system or otherwise, with negative usage data for net metered customer-generators for a quarter of a century, since PUC Order No. 22,191 in DR 96-150 and [Chapter 261, NH Laws of 1998](#) became effective. This is discussed further under **Section 3** and in a complaint being filed with the Department of Energy regarding Eversource’s non-compliance with this law, among others, and the PUC Order pursuant to RSA365:1.
- 1.14. Eversource has also not provided Coalition members with interval data for large C&I customers whose load is settled with hourly meter data or time-of-use (TOU) customers as Puc 2204.02(a)(2) requires provision of usage data for “each reported interval.” Clearly

TOU customers have reported usage data for their TOU rate periods that Eversource applies differential distribution rates, if not supply rates.

- 1.15. Furthermore, Eversource has indicated that they do not intend to provide any TOU usage data for TOU rate customers as required under Puc 2205.13(a)(7), nor to identify such customers by a TOU rate class, such as R-OTOD, R-OTOD-2, G-OTOD, and EV-2 contrary to Puc 2205.13(a)(4).
- 1.16. Eversource has also indicated that they do not have the capability to allow CPAs to use their TOU rate structure to offer a TOU supply rate to TOU rate customers, as was called for in PUC Order No. 22,191 and as is implied in by Puc 2205.16(c)(2).
- 1.17. The effect of Eversource’s non-compliance with Puc 2200 rules for which it has yet to seek a waiver, has been to make it impossible for CPCNH to enroll such customers successfully and to serve them responsibly. Thus, Eversource continues an effective 25-year monopoly on the provision of net metering and TOU rate options contrary to legislative intent in RSA 374-F, RSA 362-A:1, RSA 362-A:9, II, and RSA 53-E as detailed in **Sections 3-5** and CPCNH’s complaint filed with the NH Department of Energy.
- 1.18. Contrary to the requirements of Puc 2205.13(a)(7) Eversource has indicated that they do not intend to provide CPCNH with hourly interval usage data for customers whose load is settled based on such data unless CPCNH (or our CEPS) subscribes to interval data service under their tariff, even as their supplier contract calls for the supplier to be “responsible for checking and ensuring the accuracy of all such data”<sup>9</sup> used for daily load estimation and settlement. This issue is further detailed in **Section 4** below.
- 1.19. In violation of Puc 2205.16(d)(1) Eversource has not enabled the CPA option to elect to “calculate charges and credits for electricity supply and services for the customer in accordance with the CPA’s customer classes or rate structures, based upon customer usage data provided by the customer’s utility, and provide such charges or credits to the utility for presentment on the customer’s bill.” Furthermore, Eversource has not indicated if and when they intend to comply with this rule. CPCNH did not receive a response to our written request for such explanation, along with other rule compliance issues, pursuant to

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<sup>9</sup> [Eversource Master Electric Supplier Agreement](#), Article VII, §F, p.12.

CPCNH's Data Requests – Set 1 issued to Eversource on 2/23/23 in DE 22-072 attached hereto as **Exhibit D**.

- 1.20. The cumulative effect of these rule violations is that the CPA programs launching through CPCNH are not able to successfully or responsibly enroll Eversource NEM customers at this time, denying substantial opportunities for rate savings and reserve accumulation for those customers and their CPAs, complicating the customer notification and enrollment process, frustrating and confusing many NEM customers who want to participate in their CPA programs, including many who have been instrumental in developing their EAPs, CPA programs and CPCNH itself. **Exhibit E** is an email dated 2/23/23 to the legal counsel of the 3 investor-owned EDUs summarizing this highly problematic situation and asking them to help minimize ratepayer confusion and harm by flagging NEM and TOU rate customers, along with meter read cycle, in their Puc 2204.03 reports to CPCNH, even though not required by the rules, so we could avoid enrolling customers we could not properly serve at this time without requiring them to opt-out.. All 3 EDUs subsequently agreed to try to do so, with support from DOE staff, and did eventually succeed in providing us such lists prior to or soon after our commencing customer enrollments (but after most mailings had been sent), so we seemed to have been able to avoid enrolling NEM customers who haven't affirmatively opted in.
- 1.21. Eversource is also discriminating against Coalition default service compared to its own default service in prorating individual customer monthly loads across calendar months (on a per diem basis) so that monthly rates end up prorated between calendar months but will not do likewise for Coalition provided default service contrary to the intent of Puc 2205.16 and RSA 374-F:3, III, IV<sup>10</sup>, and VII. This complicates that correlation of cost and rates as physical hedges in the ISO-NE market (Internal Bilateral Transactions or IBTs) are traded in calendar month blocks which is why Eversource's billing system support rates based on calendar months with per diem proration of monthly load data that is not collected on a calendar basis. By not providing comparable rate structures and billing functionality that is used to serve their own default service load to competing CPA

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<sup>10</sup> "Non-discriminatory open access to the electric system for wholesale and retail transactions should be promoted."



alternative default service and CEPS suppliers, Eversource is creating discriminatory treatment of suppliers, contrary to the intent of RSA 374-F and RSA 53-E.

## 2. Eversource's Refusal to Enable CPA Suppliers

2.1. CPCNH's memorandum to Eversource of November 25, 2022 (**Exhibit A**), which was written following-up on initial discussions with the utility:

- ✦ Conveyed CPCNH's intention to launch CPA service in April 2023, with CPCNH serving as the electricity supplier for CPA customers, in conjunction with Calpine Energy Solutions, LLC as our EDI and customer service provider.
- ✦ Explained how Eversource's existing registration and testing requirements were designed for CEPS and, as such, failed to implement Puc 2200 rules.
- ✦ Cautioned that Eversource's continued non-compliance risked delaying CPCNH's April 2023 launch date — and that *"Too long of a delay, given the noticing requirements and market price dynamics, could actually foreclose CPCNH's ability to launch at any point in 2023."*
- ✦ Concluded by noting Eversource's *"standard supplier services agreement [does] not conform to the Puc 2200 rules for CPAs"* and requested resolution of this matter.

2.2. Shortly thereafter, in a December 8<sup>th</sup> call, CPCNH discussed with Eversource counsel how their current CEPS supplier agreement predates and conflicts with RSA 53-E and Puc 2200 rules in a number of material ways. CPCNH walked through specific examples during our meeting, and Eversource seemed to agree that the CEPS supplier agreement would need to be modified prior to CPCNH's execution on that basis. At the conclusion of the meeting, Chair Below agreed to work on a first draft, based upon redlining Eversource's Supplier Agreement for CEPS, with the goal of reaching agreement on a temporary contract that would permit CPCNH to launch on-schedule in April 2023.

2.3. On 1/19/23 CPCNH submitted to Eversource counsel a proposed Service Agreement for CPAs, reflecting the December discussion (**Exhibit B**) – and received an email in response, one week later, that contravened Eversource's prior indications. Specifically, Eversource counsel indicated that they, as well as Liberty and Unitil, would only modify their CEPS

Supplier Agreement for CPAs after the PUC approves a tariff amendment to conform with RSA 53-E and the Puc 2200 rules, for which no work has been done — foreclosing CPCNH’s ability to launch supply service as intended this Spring.

- 2.4. On a subsequent call, Eversource counsel agreed that RSA 53-E and the Puc 2200 rules will control any conflicting provisions of Eversource’s tariff and CEPS Supplier Agreement and indicated such a statement could be reduced to writing and inserted as a clause in any applicable supplier agreement, to function as a qualifier in anticipation of a wholly conforming supplier agreement, however that did not occur.
- 2.5. Eversource also questioned whether CPCNH could be the supplier in a supplier agreement, ostensibly because CPAs are specifically excluded from the definition of a CEPS.

✦ This again seemed to disavow and reverse Eversource’s prior representations, where we thought we had reached understanding: (i) by late-November that CPCNH would do so by relying upon contracted EDI and LSE service providers in the agreement — in the exact same manner that Eversource’s tariff<sup>11</sup> and CEPS supplier agreement allows a CEPS to do so<sup>12</sup> — and (ii) by mid-December that the CEPS supplier agreement clearly conflicted with Puc 2200 rules and would need to be updated for a CPA to execute.

✦ The Coalition contends that RSA 53-E and Puc 2200 allow CPAs (and their joint power agencies) to provide power supply services, including LSE services, which is why Puc 2200 rules allow a CPA to serve as a supplier independent of any CEPS. To cite two relevant examples here: Puc 2205.01 (c) expressly allows customers to be “*assigned to the load asset for one CEPS or the CPA serving as an LSE*”, provided that the CPA “*or its contracted service provider for customer enrollment... [a]pply to and successfully complete the testing required to use each utility’s EDI in the same manner and on the same terms as a CEPS*”, pursuant to 2204.06(b)(1). Puc 2205.03 concerning “Utility Services

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<sup>11</sup> Eversource Tariff NHPUC No. 10 at 31 under “Terms and Conditions for Energy Service Providers” at §1.b under “Obligations of Suppliers” provides that “[t]he Supplier . . . **must either be a member of NEPOOL or have an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to take responsibility for all the NEPOOL load obligations**, including but not limited to losses and uplift costs, associated with supplying energy and capacity to the Customer’s delivery point.”

<sup>12</sup> Eversource’s “Electric Supplier Services Master Agreement” at ¶ IV, B (p. 2) provides that the “Supplier shall either: (i) be an ISO-NE Market Participant with an ISO-NE settlement account; or (ii) have an agreement in place with an ISO-NE Market Participant member whereby that member agrees to include the load to be served by the Supplier in its ISONE settlement account.”

to CPAs” provides that “*Electric distribution utilities shall provide services, including, if requested, passthrough or complete billing services to CPAs on the same terms and conditions and at the same rates and charges as apply to CEPS, except as otherwise provided by statute or under these rules.*” This rule clearly envisions a CPA, which by definition in Puc 2202.05 includes CPCNH, contracting directly with the utility for services such as billing services like those in Eversource’s Electricity Supplier Services Master Agreement.

✈ During the months of January and February Eversource did not allow CPCNH, through its contracted EDI vendor, Calpine Energy Solutions, to complete the testing required to use EDI services until CPCNH entered into a supplier agreement, while simultaneously not providing a supplier agreement that any entity OTHER than a CEPS can enter into.

2.6. RSA 53-E:2, V-a defines “energy services” as meaning “the provision of electric power supply . . .” RSA 53-E:3, II grants CPAs, including those operating jointly such as the Coalition, the authority to provide energy services including the “supply of electric power and capacity”.

2.7. Coalition Members that enter into the CPCNH Cost Sharing Agreement and Member Services Contract that is Exhibit C to the Cost Sharing Agreement<sup>13</sup>, contract for power supply with CPCNH in the context of a complete service bundle that includes EDI, LSE, and other services and each Member municipality and CPA served by CPCNH has no direct contractual relationship with the Coalition’s EDI, LSE, or Energy Portfolio Management service providers.

2.8. For all these reasons, CPCNH believes that a supplier contract suitable for execution by CPAs, should be made available for execution by CPCNH on behalf of its Members taking electricity supply services through the Coalition.

### **3. Additional Detail on Eversource’s non-compliance with Puc 2205.15(b), enabling service to NEM customers and Puc 2204.02 & 2205.13: Provision of NEM Delivered & Received Usage Data.**

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<sup>13</sup> The CPCNH Cost Sharing Agreement and Member Services Contract can be downloaded from this web address as a PDF: [https://www.cpcnh.org/files/ugd/202f2e\\_c0a8891755954c92a7dc60443b643710.pdf](https://www.cpcnh.org/files/ugd/202f2e_c0a8891755954c92a7dc60443b643710.pdf)

3.1. Eversource has not provided NEM delivered usage and received usage (import / export recorded meter data) pursuant to Puc 2204.02, (a)(2), and has only provided twelve (12) monthly kWh values for each account. While NEM indicators are included in Puc 2204.02 datasets, Eversource has provided a single aggregate kWh usage value per month for each account, regardless of NEM status. kWh values for these customers “zero out” but do not go negative for these customers; thus, Eversource appears to have only provided NEM delivered (consumption) usage data, and not NEM received usage data (excess generation exported to the grid and recorded over the course of the month).

Similarly, Eversource has indicated that it will not provide NEM delivered usage and received usage (import/export, positive/negative recorded meter data) pursuant to Puc 2205.13(a)(7), and instead intends to only provide twelve (12) kWh values for each account that will either be a positive number or zero.

- ⚡ Puc 2203.02(d) broadly requires that "All customer usage data provided by the utility shall include consumption power delivered to customers and exports to the grid from customer generators in kWh for each reported interval."
- ⚡ Puc 2204.02(a)(2) requires that Eversource provide: "The most recent 24 months of usage data in kWh for each reported interval if available, or 12 months otherwise."
- ⚡ Puc 2205.13(a)(7) requires Eversource to provide "usage data in kWh for each monthly interval for accounts reported in monthly intervals for load settlement, and for each hourly interval for accounts reported in hourly intervals for load settlement".
- ⚡ Additionally relevant here is that Puc 2205.15(a) requires Eversource to report "*the generation output exported to the distribution system from CPA customers with customer-sited distributed generation . . . as a reduction to the CPA customers' electricity supplier's wholesale load obligation for energy supply as an LSE*" pursuant to Puc 2205.15(b) and RSA 362-A:9, II.

**To comply with Puc 2203.02(d), Eversource must provide both delivered usage and received usage for NEM customer-generators pursuant to requests for “usage data” submitted under Puc 2204.02 and in Puc 2205.13 reports.**

- 3.2. In its response to the Town of Harrisville’s complaint in DE 23-047, Eversource argues that “Puc 2203.02(d) does not indicate that it applies outside the aggregated data supplied under Puc 2203.02” as the reason why they have not otherwise provided it where usage is otherwise required to be reported.<sup>14</sup> However, there is no other criteria set forth in the Puc 2200 rules detailing what is to be considered as part of “usage” data and there is no language in this particular rule that limits its application to Puc 2203.02 unlike other nearby subparagraphs such as (e) where it is limited to data “in response to a request made pursuant to (a) above” or (f) that is in reference to “monthly usage data required to be provided pursuant to (b)(11) above. Like subparagraph (c) before it that give meaning to the phrase “customer rate class” Puc 2203.02(d) simply provides additional meaning and clarity to the phrase “customer usage data” in the context of the first section of the rule where the term is used. No subsequent provision indicates otherwise.
- 3.3. CPCNH incorporates the arguments presented in the Town of Harrisville’s reply to Eversource’s 5/1 Response to Harrisville’s complaint, including CPCNH’s attached letter of May 8, 2023, in DE 23-047 as **Exhibit F** to this complaint.
- 3.4. Eversource’s obligation to enable CPAs to serve net metered customers by providing positive and negative usage data must be viewed in light of the overall statutory scheme, looking at statutory language and regulations as a whole, not merely “isolated words or phrases.” *In the Matter of Maves & Moore*, 166 N.H. 564, 566-67, 101 A.3d 101 (2014). The relevant statutes here, RSA 362-A:1 and 9, including in the context of RSA 374-F, should not be read in isolation but in the context of the overall purpose and effect of RSA 53-E and the Puc 2200 rules as read in their entirety. *See, e.g., Appeal of N. New Eng. Tel. Operations, LLC*, 165 N.H. 267, 271 (2013) (legislative intent to be determined from words of the statute considered as a whole; statutes to be interpreted not in isolation but in the context of overall statutory scheme); *Appeal of Pennichuck Water Works*, 160 N.H. 18, 27 (2010) (various statutory provisions to be construed harmoniously insofar as reasonably possible); *Chase v. Ameriquest Mortgage Co.*, 155 N.H. 19, 22 (2007) (statutes to be construed in harmony with the overall statutory scheme). RSA 53-E, provides community power aggregators (“CPA”) with the power to determine the terms, conditions,

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<sup>14</sup> [23-047\\_2023-05-01\\_EVERSOURCE\\_RESPONSE-HARRISVILLE-COMPLAINT.PDF](#) at 5.

and prices under which they will supply generation and credit or purchase generation output exported to the distribution grid. Specifically, RSA 53-E:6 provides that municipalities or counties may develop a plan for an aggregation program for its citizens to provide universal access and reliability for all classes of customers. RSA 53-E:6 III (f) states that such plan shall detail how net metered electricity exported to the distribution grid by program participants, including for group net metering, will be compensated, and accounted for.<sup>15</sup>

The state has required incumbent distribution utilities to facilitate net metering through community aggregation. The state understands that sales of energy is an integral part of encouraging the development of renewable resources. In fact, RSA 362-A:1 states that these goals should be pursued in a competitive environment where small customers can participate in the energy market and municipal aggregators can incentivize such participation by developing pricing, terms, and conditions for the sale of energy that foster a welcoming environment for renewable resource development.

Pursuant to this requirement, the legislature provides municipal aggregators with the authority to develop aggregation plans to detail the accessible, reliable, and equitable provision of generation across all customer classes, and subsequently vested in utilities the obligation to provide the names, mailing addresses, “and any other information necessary for successful enrollment in the aggregation”<sup>16</sup> for all electric customers taking utility default service in a municipal aggregator’s service area, excluding those who opt-out of CPA alternative default service. Puc 2205.05 (b) likewise requires that Eversource make available “any other information necessary for successful enrollment” of new default service customers. NEM customers cannot be successfully enrolled in a CPA, absent the ongoing provision of net metering usage data (both positive and negative) because they cannot be served consistent with Commission approved Electric Aggregation Plans or statutory authorities and obligations. Doing so would likely incur

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<sup>15</sup> The inclusion of this requirement for electric aggregation plans supports the conclusion that that data regarding the amount of net metered electricity being exported to the distribution grid by program participants is both important and necessary for the provision of “universal access, reliability, and equitable treatment” of all classes of customers as described in RSA 53-E:6 II.

<sup>16</sup> RSA 53-E:7, III

substantial financial harm to many NEM customers contrary to the purposes of RSA 53-E, 362-A, and 374-F.

3.5. Furthermore, the Puc 2200 rules call for the provision and inclusion of data concerning net metered customers each step of the way to plan for, launch, and operate Community Power Aggregation services that include net metered customers:

3.5.1. The very first request for aggregated usage data to help a community plan their aggregation includes NEM information per Puc 2203.02(b)(1) and (3) and Puc 2003.02(d).

3.5.2. The request for Anonymized Customer-Specific Information that comes after PUC approval of final electric aggregation plan includes NEM data in Puc 2204.02(a)(4) – (8) as CPAs prepare to implement their program, procure power and set rates.

3.5.3. And then a CPA’s ongoing access to information about their customers includes data from NEM customers in Puc 2205.13(a)(7) and 9, as well as additional NEM information if known and readily available pursuant to Puc 2205.13(b)(7-9).

It’s clear that including this NEM data sharing in the rules is to enable CPA and CEPS to serve NEM customers pursuant to their authority to do so as expressed in RSA 362-A:9, II; RSA 53-E:6, III(f) and as expressly provided by Puc 2205.15. Eversource as the exclusive holder of such NEM usage data has an essential role and responsibility in sharing it in a nondiscriminatory manner to CPAs and CEPS and not just monopolize it for their own default supply service.

#### **4. Eversource has not provided Interval Metered Data as required by Puc 2204.02 & 2205.13:**

4.1. CPCNH has confirmed that Eversource **will not** provide interval usage data, and instead only provides total kWh usage data aggregated by month, in response to requests submitted pursuant to Puc 2204.02 (for information provided to CPAs prior to initiation of supply service) and in Puc 2205.13 reports (provided to operational CPAs for each account enrolled in supply service). This is non-compliant with Puc 2200 rules:

✈ Puc 2204.02, (a)(2) requires that Eversource provide: *“The most recent 24 months of usage data in kWh for each reported interval if available, or 12 months otherwise.”*



- ✦ Puc 2205.13(a)(7) requires Eversource to provide “usage data in kWh for each monthly interval for accounts reported in monthly intervals for load settlement, and for each hourly interval for accounts reported in hourly intervals for load settlement”.
- ✦ Also relevant here is that Puc 2203.02 (d) broadly requires that: “[a]ll customer usage data provided by the utility shall include consumption power delivered to the customers and exports to the grid from customer generators in kWh for each reported interval.”

4.2. Eversource should provide usage data to CPAs:

- ✦ In 2204.02 reports: at the level of granularity reported to the utility, which may be in (i) monthly total kWh, or (ii) by on-peak and off-peak Time-of-Use period (for accounts in Utility Rate Classes R-OTOD, R-OTOD-2, and G-OTOD), or (iii) in 30-minute periods for interval usage meters (for larger customers, typically, on Utility Rate Classes GV, LG, and B)<sup>17</sup> — including any exports to the grid for customer-generators in these groups of customers.
- ✦ In 2205.13 reports: at an hourly level of granularity for every customer whose load is settled based on interval metered data — including any exports to the grid for any such customer that is also a customer-generator.

4.3. Note that absent provision of this data in 2204.02 reports — which are available to CPAs prior to launch — CPAs are unable to accurately forecast load, procure power, and set rates for the large customers settled on interval usage data, and would be unable to accurately set Time-of-Use rates for TOU customers.

## **5. Eversource in Not Supporting Time-of-Use Rates for Complete Consolidated Billing & Implementation of Passthrough Consolidated Billing as required by Puc 2205.16.**

5.1. CPCNH has received confirmation that Eversource **will not** support complete consolidated billing for CPA supply rates that vary by TOU period, pursuant to Puc

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<sup>17</sup> Eversource’s Electric Supplier Services Master Agreement (i) commits the utility to “*provide the following [interval data reporting] services which are limited to Customers who are receiving service under the Company’s Primary General Delivery Service Rate GV, Large General Delivery Service Rate LG and Backup Delivery Service Rate B*” and (ii) provides that “*All time interval data will be provided in 30 minute intervals.*” Supplier Agreement, D (p.10): [https://www.eversource.com/content/docs/default-source/doing-business/electric-supplier-master-agreement.pdf?sfvrsn=89eba589\\_6](https://www.eversource.com/content/docs/default-source/doing-business/electric-supplier-master-agreement.pdf?sfvrsn=89eba589_6)



2205.16(a)(2) — even if the CPA’s TOU rate is based on the same 2-part on-peak and off-peak periods as Eversource’s TOU rate (for distribution components of customer bills), which the CPA would provide to Eversource in advance of enrolling customers pursuant to Puc 2205.16(d)(2).

- 5.2. Eversource has not explained why its billing system is incapable of providing customers on CPA-provided default service with the same pricing options available to customers on utility-provided default service.
- 5.3. Eversource has also not provided a timeline to implement the functionality required pursuant to Puc 2205.16(d)(1), which would allow CPAs to independently calculate the amount owed by TOU customers, and transmit the data to Eversource for presentation on the consolidated bill issued by the utility to the TOU customer (passthrough consolidated billing services)

## **6. Eversource has not Correctly Reported Combined Rate Group Reporting Pursuant to Puc 2203.02 & 2204.02.**

- 6.1. CPCNH has confirmed that Eversource has not adhered to Puc 2203.02 requirements regarding the anonymization and reporting of combined rate group usage data.
- 6.2. Pursuant to Puc 2203.02(f)(1) through (3), a rate group that would ordinarily be reported on its own – pursuant to Puc 2203.02(c) – must be combined with the “*most similar rate class or classes*” and then “*reported as the combined rate classes*” by the utility if any one or more of the four screening criteria listed below apply:<sup>18</sup>

- ✦ If there are “*fewer than 4 distinct customers... in any one non-residential customer rate class reporting group*”
- ✦ If there is “*any one customer [that] comprises 50% or more of the total usage in any one non-residential customer rate class reporting group*”
- ✦ There are “*fewer than 10 distinct customers in any one residential rate class reporting group*”

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<sup>18</sup> Puc 2203.02(f)(4) imposes additional anonymization requirements not listed here (generally anticipated to apply in only a small number of contingencies).

✦ If there are “fewer than 4 distinct non-residential customers or fewer than 10 distinct residential customers”.

6.3. Below are explanations detailing two select examples demonstrating how Eversource has not adhered to Puc 2203.02 requirements regarding the anonymization and/or reporting of combined rate group usage data:

6.3.1. Enfield has received 2203.02 and 2204.02 datasets:

- ✦ Enfield’s 2204.03 dataset shows records for only customers in rate group R, whereas Enfield’s 2204.02 dataset subsequently revealed records for customers in rate group G (who are commercial customers) in addition to R (residential).
- ✦ CPCNH’s analysis indicates that Eversource correctly combined customers in rate groups R and G, pursuant to Puc 2203.02(f)(1), but then reported the combined rate groups as “R” in the Puc 2203.02 dataset to Enfield.
- ✦ This is non-compliant with the Puc 2203.02(f) that requires Eversource to report this data “as the combined rate classes”.
- ✦ Eversource should have clearly reported this information as “Combined Classes: R & G”, for example, instead of mis-reporting the data as being only for rate group R – which leads to the incorrect assumption that there are only residential customers taking service in the prospective CPA’s service territory.

6.3.2. Canterbury has only received a 2203.02 dataset since Puc 2200 rules went into effect but was previously given a dataset from Eversource containing rate group level data, allowing comparison between the two for this compliance evaluation:

- ✦ Canterbury’s Puc 2203.02 dataset only showed records for customers in rate group R; however, based on the dataset received before Puc 2200 rules went into effect, Canterbury knew it also should contain rate group G customers.
- ✦ Eversource was asked via email to verify and clarify this compliance violation. Eversource responded with the following explanation (emphasis added):

*“It can be confirmed that there are small commercial and streetlighting accounts in Canterbury. However, based on the Chapter Puc 2200 Municipal and County Aggregation Rules, the rate classes must be combined of the most similar rate classes when there are fewer than four (4) distinct customers comprising of 50% or more total usage and / or less than 4 distinct customers . . . Based on the Puc Rules, the rate*

*classes were reported as combined rate classes leaving only the residential rate as listed in column A [of the Puc 2203.02 dataset provided to Canterbury] ...”*

~ Eversource failed to comply with Puc 2203.02(f), in two ways here:

- i. First, Puc 2203.02(f)(1) requires Eversource to combine rate groups if there are fewer than 4 (four) distinct customers – or if **any one (1)** customer comprises 50% or more of the total usage – in any one non-residential customer rate class reporting group.

Eversource has apparently combined rate groups R and G because the aggregated usage of the largest 4 customers in rate group G is more than 50% of total usage in rate group G – whereas what should have done was divide the usage of the single largest customer in rate G by the usage of all customers in rate group G.

If the result was less than 50%, Eversource should **not** have subsequently combined rate groups R and G for reporting purposes.

- ii. Second, Eversource violated Puc 2203.02(f) by reporting combined rate groups R and G as only rate group R.

Puc 2203.02(f) requires Eversource to clearly identify data representing multiple rate groups by reporting it “*as the combined rate classes*”.

Instead, Eversource reported combined rate groups R and G as a single rate group – rate group R. Reporting combined rate groups using the identical code given to any one of the rate groups in question is clearly non-compliant. (It also risks misinforming decision-makers, including projecting load shape for power procurement, as was previously explained in regard to Enfield.)

6.4. Based on these and other similar instances of noncompliance CPCNH has identified, Eversource should review the protocols put in place to govern its compliance with Puc 2203.02(f) anonymization and reporting requirements.

6.5. CPCNH also requests that Eversource review its protocols governing the similar (but not identical) anonymization and reporting requirements applicable to information provided pursuant to Puc 2204.02 – because similar issues of noncompliance regarding Puc 2204.02

datasets cannot be independently analyzed and identified by CPCNH (or any other entity, without access to the underlying individual customer data in Eversource’s possession).

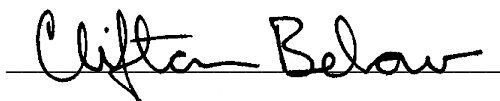
6.6. Subsequently, Eversource should revise and re-issue any Puc 2203.02 and/or Puc 2204.02 datasets found to have combined rate groups and/or reported combined rate groups as a single rate group in violation of applicable rules.

## 7. CONCLUSION

The acts and omissions of Eversource complained of herein demonstrate how Eversource has lagged in preparing to serve the emerging needs of its customers and implement policies of the state in their role as a state franchised monopoly owner and operator of the distribution system. New Hampshire has worked to incentivize small scale, renewable power generation for decades, having first passed RSA 362-A:1 in 1978. New Hampshire helped lead the nation in setting policy to promote customer choice and the use of competitive markets to lower costs and drive innovation. Thus far Eversource has not been responsive to the evolving needs of electric customers by maintaining information systems capable of providing essential net metering, time-of-use, and interval data on a comparable basis to their rate structures and billing system functionality.

The PUC can act to resolve these complaints through an order in an adjudicated proceeding pursuant to Puc 2205.12, Puc 202.01(f), Puc 204, and RSA 53-E:7 X.

*Community Power Coalition of New Hampshire*



*by CPCNH Chair Clifton Below*

### LIST of EXHIBITS:

EXHIBIT A – 11/25/22 Letter from CPCNH to Eversource .....	Bates page <b>21</b>
EXHIBIT B – 1/19/23 CPCNH suggested edits to Eversource Supplier Agreement to conform with RSA 53-E and Chapter Puc 2200 .....	<b>30</b>
EXHIBIT C – Email Chain from 1/19/23 to 1/26/23 between CPCNH and Eversource .....	<b>55</b>
EXHIBIT D – 2/23/23 Data Request to Eversource from CPCNH in DE 22-072 .....	<b>58</b>
EXHIBIT E – Email 2/23/23 CPCNH to EDUs re: rules compliance .....	<b>61</b>
EXHIBIT F – Town of Harrisville Reply to Eversource Response in DE 23-047 .....	<b>63</b>



**COMMUNITY  
POWER COALITION  
OF NEW HAMPSHIRE**  
*For communities, by communities.*

Chair of the Board of Directors  
Community Power Coalition of New Hampshire  
c/o Sustainability Director, Town of Hanover  
41 S Main Street, Hanover, NH 03755

November 25, 2022

RE: Eversource compliance with NH RSA 53-E and Puc 2200 rules regarding EDI

Dennis Moore, Director IT Enterprise Business Solutions  
Warren Boutin, Director Electric Service Support, DG, and Supplier Services  
Douglas Foley, President NH Operations

Dear sirs,

As the Chair of Board of Directors of the Community Power Coalition of New Hampshire (CPCNH), I am writing to clarify an area of compliance with New Hampshire Revised Statutes Annotated (“RSA”) 53-E and PUC Administrative Rule Puc 2200 regarding Eversource’s implementation of registration and Electronic Data Interchange (EDI) testing requirements for Community Power Aggregation (CPA).

**This letter provides clarification regarding how CPCNH intends to register and complete EDI testing with Eversource one-time, over the coming weeks — instead of repetitively, month after month, in advance of the launch of each CPCNH Member CPA program that initiates supply service going forward, as though each were individually a Competitive Electric Power Supplier (CEPS), one after the other, as Eversource currently anticipates would have to be the case — and provides justification for CPCNH’s course of action pursuant to New Hampshire statute and rules.**

My clarifications and justifications herein were prompted in response to a call I attended with Eversource representatives (Kathy Provencher, Daryush Donyavi, and Aaron Downing) on Wednesday (11/18/22) to review the anticipated registration and EDI testing processes that CPCNH will be required to complete prior to launching CPA program service on behalf of our Member communities next spring.

Representatives of Calpine Energy Solutions, LLC (CPCNH’s contracted service provider for customer enrollments, EDI, billing, and call center services) and Samuel Golding of Community Choice Partners, Inc. (CPCNH’s contracted technical consultant) also participated on the 11/18/22 call.

As context for this issue:

- ✦ CPCNH intends to launch and operate multiple CPA programs in Eversource’s territory between April and May 2023, initially to serve customers on an opt-in basis on behalf of Cheshire County and on a default service opt-out basis on behalf of the City of Nashua and Towns of Hanover, Harrisville, Rye, Plainfield, Enfield, Durham, and Newmarket, plus other towns not served by Eversource.



- ⚡ As explained at length below, CPCNH is a Joint Powers Agency duly formed to enable its Member CPA programs to operate jointly, pursuant to RSA 53-A and 53-E, and as enabled under Puc 2205.05.
- ⚡ Consequently, all ten of CPCNH's Member CPA programs that anticipate launching in April to May 2023, and all CPCNH's future Member CPA programs that initiate supply service after that date, will be operated jointly for the purposes of interfacing with Eversource. For example:
  - CPCNH expects to enter into one service agreement with Eversource on behalf of all CPCNH Member CPA programs.
  - Eversource should be depositing CPA customer bill revenues remitted to all CPCNH Member CPA programs into one account, managed by CPCNH's bank (River City Bank).
  - Eversource will be interfacing with CPCNH's designated agent for EDI services (Calpine) for all customers taking service from CPCNH's Member CPA programs.
  - Eversource will be assigning the load assets of each individual Member CPA program to the Load Serving Entity (LSE) that CPCNH designates, after CPCNH contracts with an ISO-NE Market Participant member to include the load to be served by CPCNH's Member CPA programs in its ISO-NE settlement account. (As explained on our call, CPCNH anticipates contracting for the LSE services in the coming weeks.)

An area of confusion arose on the 11/18/22 call, however, in that Eversource's representatives were uncertain how to apply Puc 2200 rules to CPCNH for the purposes of completing Eversource's registration and EDI testing requirements.

Consequently, Eversource's representatives stated that their current expectation was for each of CPCNH's Member CPA programs to register with the utility and complete EDI testing as though each CPA were an individual Competitive Electric Power Supplier (CEPS). Further, given this assumption, it was explained that:

1. Registration and EDI testing would need to be conducted by Eversource serially, not in parallel, such that CPCNH would need to wait until the process had concluded for one Member CPA program prior to starting the process for the next individual Member CPA program, one after the other.
2. "Full" EDI testing would be imposed upon each of CPCNH's individual Member CPA programs, until such time as Eversource deemed that more streamlined testing would be permissible. Additionally, on this subject, Eversource's representatives:
  - a. Could not commit to providing any firm assurances as to how many of CPCNH's individual Member CPA programs would need to first complete "full" EDI testing prior to subsequent Member CPA programs being enabled under more streamlined EDI testing procedures.





- b.** Could not provide any defined range of time that should be set aside to accommodate the need for “full” EDI testing or, in future, for the subsequent more streamlined testing process, that Eversource anticipates imposing upon CPCNH’s Member CPA programs, except that testing would be on “first come, first served” basis relative to any other suppliers seeking EDI testing.

During the call, I explained that this would be unduly burdensome, and unwarranted, given that CPCNH would be enrolling customers on behalf of all Member CPA programs, and would be providing the single points of contact with Eversource for the provision of utility services.

Part of the confusion revolved around how Eversource should properly interact with CPCNH, specifically the extent to which CPCNH could act on behalf of its Member CPAs pursuant to Puc 2200 rules, given that CPCNH itself had not filed an Electric Aggregation Plan for the Joint Powers Agency as a whole — and was not a singular CPA on that basis — whereas all of CPCNH’s Members had each already filed or intend to file Electric Aggregation Plans, and were therefore individual CPA programs on that basis.

I committed with following up on clarifying the appropriate treatment of CPCNH and extent to which Eversource should interact directly with CPCNH, and specifically regarding why CPCNH should be allowed to complete Eversource’s registration and EDI testing requirements (one time) on behalf of our Member CPAs, pursuant to New Hampshire statute and rules.

My clarification is as follows:

- 1.** RSA 53-E, a Chapter of NH law entitled “AGGREGATION OF ELECTRIC CUSTOMERS BY MUNICIPALITIES AND COUNTIES”<sup>1</sup>, granted certain authorities to municipalities and counties, for the purposes of authorizing CPA programs and subsequently launching and operating such programs, drawing a distinction between authorities granted into two sections, as follows:

- a.** RSA 53-E:3, section I, provides that *“Any municipality or county may . . . Aggregate the retail electric customers within its boundaries who do not opt out of or who consent to being included in an aggregation program.”*

Note here that this authority, which is to aggregate customers — i.e., to “be” a CPA, for the purposes of interpreting RSA-53-E — MAY NOT be delegated. This authority always resides with and within the municipal or county entity. This is reflected throughout RSA-53-E, most notably in that only municipalities and counties may develop and approve Electric Aggregation Plans pursuant to RSA 53-E:6 and RSA 53-E:7, I.

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<sup>1</sup> <http://www.gencourt.state.nh.us/rsa/html/iii/53-E/53-E-mrg.htm>



- b. RSA 53-E:3, II subsequently lists authorities which individual municipalities and counties MAY delegate to a Joint Powers Agency (CPCNH, in this case), for the expressed purpose of “operating jointly, as follows:
- i. RSA 53-E:3 II(a): “Any municipality or county may . . . [e]nter into agreements and provide for energy services, specifically: [t]he supply of electric power and capacity . . . [c]ustomer service for aggregation provided services . . . [o]ther related services . . . ”
  - ii. RSA 53-E:3 II(b): “Such agreements may be entered into and such services may be provided by a single municipality or county, or by a group of such entities operating jointly pursuant to RSA 53-A.”
2. The statute referenced above in RSA 53-E:3, II(b), which governs how individual CPAs are authorized to “operate jointly” (through CPCNH, in this case), is RSA 53-A — a Chapter of NH law entitled “AGREEMENTS BETWEEN GOVERNMENT UNITS”<sup>2</sup> — which provides for the joint exercise of governmental powers, privileges, and authorities by municipalities and counties and other public agencies, through a Joint Powers Agreement (JPA), including by establishing a separate legal entity, subject to prior approval by the NH Attorney General “who shall determine whether the agreement is in proper form and compatible with the laws of this state” (refer to RSA 53-A:3, V).
- a. CPCNH is a duly formed separate legal entity (NH nonprofit corporation) operating jointly as a governmental instrumentality pursuant to RSA 53-A and RSA 53-E, with twenty-four (24) municipal and county “Members” (town, city, and county governments), each of which are in various stages of authorizing their individual CPA programs pursuant to RSA 53-E.
    - i. I have attached to this letter images of two letters from the Attorney General’s office, the first dated 1/14/21 originally approved CPCNH’s proposed Joint Powers Agreement, and the second, dated 9/21/21, approved amended language that the governing bodies of each of CPCNH’s Members adopted prior to the Joint Powers Agreement becoming effective.
    - ii. CPCNH’s approved Joint Powers Agreement includes the Articles of Agreement as filed with the Secretary of State,<sup>3</sup> along with the initial CPCNH By-laws and can be found on CPCNH’s website under Key Documents in the “About” tab.<sup>4</sup>
3. The Commission implemented the authorities granted to municipalities and counties operating their individual CPA programs jointly pursuant to RSA 53-E:3,

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<sup>2</sup> <http://www.gencourt.state.nh.us/rsa/html/iii/53-A/53-A-mrg.htm>

<sup>3</sup> <https://quickstart.sos.nh.gov/online/BusinessInquire/BusinessInformation?businessID=717373>

<sup>4</sup> <https://www.cpcnh.org/about>





II(b) in Chapter Puc 2200, MUNICIPAL AND COUNTY AGGREGATION RULES, specifically in Puc 2202.05, which provides the definition of what a “CPA” refers to as follows: *“Community power aggregation (CPA)” means a municipal or county aggregation program established pursuant to RSA 53-E . . . including a group of such entities operating jointly pursuant to RSA 53-E:3, II(b) and RSA 53-A . . .”*

- a. In other words, the Commission’s definition of what a “CPA” means — for the purposes of interpreting and applying Puc 2200 rules — encompasses both an individual CPA program (i.e., municipalities and counties with approved Electric Aggregation Plans) and also a group of such CPA programs operating jointly through a Joint Powers Agency (i.e., CPCNH in this case).
- b. Whether CPCNH should be treated as a singular “CPA” acting on behalf its combined individual Member CPAs for the purposes of taking any action under Puc 2200 rules traces back to the extent of authorities that municipal corporations are allowed to delegate to and exercise through a Joint Powers Agency under RSA 53-E:3, II (which I’ve cited to under bullet point 1, b above).
  - i. Specifically in question here is whether CPCNH is duly authorized to act on behalf of its Members for the purpose of registering with Eversource and completing EDI testing requirements.
  - ii. Note here that CPCNH’s Bylaws (which I’ve cited to in bullet point 2, a, ii above) provides that the *“powers of the Corporation [CPCNH] shall include the following: Receive, collect, invest, and disburse moneys; Make and enter into contracts; Make and enter into service agreements . . . ; Submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of community power aggregations . . . Intervene in germane regulatory proceedings on behalf of itself and its Members . . . Engage in germane legislative activity . . . [and] Exercise all other powers necessary, proper, and lawful to carry out the Articles of Agreement”* — the purpose of which broadly includes and thereby authorizes CPCNH to take actions regarding the provision of services required to jointly operate: *“community power aggregations serving member towns, cities, counties, unincorporated places, and village districts. . . .”*
- c. On the basis of the foregoing, CPCNH is a “CPA” as defined under Puc rule 2205.05 — because CPCNH has been duly authorized to represent all of CPCNH’s municipal and county Members collectively, to the extent required to jointly operate their individual Member CPA programs pursuant to the delegation of these authorities permitted under RSA 53-E:6, II(b).
- d. As such, CPCNH must therefore satisfy Eversource’s registration and EDI testing requirements — taking action to represent all its Member CPA





intending to launch service on 4/3/23 are anticipating Commission approval of their Electric Aggregation Plans as late as January 2023 (and could only commence the testing and registration process after that point) — Eversource's current requirements would at best seriously constrain CPCNH's procurement window, and would at worst delay CPCNH's practical ability to initiate service on schedule. Too long of a delay, given the noticing requirements and market price dynamics, could actually foreclose CPCNH's ability to launch at any point in 2023.

**My intent is to provide you with sufficient explanation and supporting documentation such that we can quickly resolve and move past this concern.**

**I am at your disposal to provide further clarification on this matter, and on the additional issues that will (almost assuredly) crop up and warrant clarification to comply with RSA 53-E and Puc 2200 rules as Eversource assists CPCNH with launching CPA program service for each of our Members next spring.**

**I also would like to note that there appear to be some provisions in your standard supplier services agreement that do not conform to the Puc 2200 rules for CPAs and we would like to know who best to engage in discussing that matter with.**

Let me conclude by expressing my appreciation for Eversource's attention here, and for your staff's time and diligence in implementing these and other necessary changes.

Sincerely,

Clifton Below

Chair of the Board of Directors, CPCNH  
Assistant Mayor of the City of Lebanon, NH  
Office: (603) 448-5899  
Email: [clifton.below@cpcnh.org](mailto:clifton.below@cpcnh.org)

**cc: Daryush Donyavi, Kathy Provencher, and Aaron Downing**

### **Attachments**

1. First letter to CPCNH from the NH Attorney General, dated 1/14/21, originally approving our proposed Joint Powers Agreement.
2. Second letter from the NH Attorney General, dated 9/21/21, subsequently approving the amended language that we adopted prior to the Joint Powers Agreement becoming effective.



**ATTORNEY GENERAL  
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET  
CONCORD, NEW HAMPSHIRE 03301-6397

GORDON J. MACDONALD  
ATTORNEY GENERAL



JANE E. YOUNG  
DEPUTY ATTORNEY GENERAL

January 14, 2021



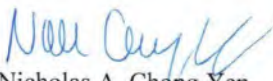
Shaun Mulholland, City Manager  
City of Lebanon  
51 North Park Street  
Lebanon, NH 03766

Re: Joint Powers Agreement for Community Power Coalition

Dear Manager Mulholland:

Please be advised that pursuant to RSA 53-A:3, V, this Office hereby approves the enclosed Joint Powers Agreement pertaining to the proposed agreement submitted to this Office on December 29, 2020 for the creation of a Community Power Coalition for developing and implementing electric aggregation plans between the City of Lebanon, Town of Hanover, City of Nashua, and Cheshire County.

Sincerely,

  
Nicholas A. Chong Yen  
Assistant Attorney General  
Election Law Unit  
(603) 271-3650  
Nicholas.A.ChongYen@doj.nh.gov



**ATTORNEY GENERAL  
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DEPUTY ATTORNEY GENERAL

September 21, 2021

Shaun Mulholland  
City Manager, City of Lebanon  
51 North Park Street  
Lebanon, NH 03766

Re: Joint Powers Agreement for Community Power Coalition

Dear Manager Mulholland:

Please be advised that pursuant to RSA 53-A:3, V, this Office hereby approves the enclosed Joint Powers Agreement modifications pertaining to the Community Power Coalition submitted to this Office August 26, 2021. This Office previously approved the original Joint Powers Agreement on January 14, 2021.

Please feel free to call me with any questions.

Sincerely,

Myles Matteson  
Deputy General Counsel  
New Hampshire Department of Justice  
(603) 271-1119  
myles.b.matteson@doj.nh.gov



**ELECTRIC SUPPLIER SERVICES MASTER AGREEMENT**  
**FOR COMMUNITY POWER AGGREGATIONS**

This Electric Supplier Services Master Agreement [for Community Power Aggregations](#) (“Master Agreement”) made this day of **[EVERSOURCE TO INSERT DATE]**\_\_\_\_\_, 20\_\_\_, between Public Service Company of New Hampshire d/b/a Eversource Energy, a New Hampshire corporation with a principal place of business at 780 N Commercial Street, Manchester, NH (“Eversource” or “the Company”) and \_\_\_\_\_, a corporation with a principal place of business at \_\_\_\_\_ (“Supplier”).

I. Basic Understandings

Under the Terms and Conditions for Suppliers which is an integral part of the Company’s delivery service tariff approved by the New Hampshire Public Utilities Commission (“NHPUC”) as in effect and revised from time to time (referred to herein as the “Terms and Conditions”), and recommendations made by the Electronic Data Interchange Working Group report (referred to herein as the “EDI Standards”), made effective by NHPUC Order No. 22,919 and other applicable regulations of the NHPUC, the Company has the authority and obligation to offer services to competitive suppliers of electricity. [The Company also has certain authority and obligations to support the implementation of municipal and county aggregations pursuant to RSA 53-E and Puc 2200 administrative rules, some of which may supersede otherwise applicable supplier requirements including those in the Terms and Conditions.](#) The Company agrees to provide services to Supplier as specifically selected by the Supplier in accordance with the Terms and Conditions, EDI Standards, [and Puc 2200, all of which are ~~both~~](#) incorporated herein by reference, and the terms of this Master Agreement.

Exhibit A, attached hereto and incorporated herein by reference, specifies the Supplier information required before the Company will provide Supplier Services to the Supplier.

Exhibit B, attached hereto and incorporated herein by reference, specifies [additional information necessary for the provision of services—the information required for each Community Power Aggregation \(CPA\) served by the Supplier under this Master Agreement](#)~~under this Master Agreement.~~ [A new Exhibit B will be issued and incorporated herein whenever supplier adds or drops an aggregation.](#)

Exhibit C, attached hereto and incorporated herein by reference, contains pricing parameters for Services under this Master Agreement ~~some of which are~~ determined by Puc 2200 rules and the Terms and Conditions of the Company's delivery service tariff ~~and some of which are not specified in those Terms and Conditions~~. Each time the Terms and Conditions are changed by order of the ~~Public Utilities Commission~~ NHPUC, ~~each time the Puc 2200 rules are amended~~, and each time the Supplier and the Company agree to new pricing parameters for Services which are not specified in the Terms and Conditions, a new Exhibit C will be issued and incorporated herein as needed.

II. Definitions

Any capitalized terms used in this Master Agreement and not defined herein shall be as defined in the Terms and Conditions, ~~or~~ EDI Standards, RSA 53-E, or Puc 2200 rules.

III. Term

This Master Agreement shall become effective on the date last signed below ("Effective Date") and shall continue in full force and effect from month to month unless terminated by either party by written notice given no less than ~~thirty-sixty (360)~~ days prior to the desired termination date, except as provided in Sections VI and XI of this Master Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Master Agreement until the completion of processing any transactions that are outstanding at termination. Notwithstanding the Effective Date, Supplier acknowledges that the Company will provide Company Services as set forth in Section VII only upon satisfaction of, or express, written waiver of the requirements of Section IV of this Master Agreement.

**Commented [A1]:** Both Unitil and Liberty have 60 day notice to terminate, which seems much more reasonable.

IV. Conditions Precedent

The following requirements shall be conditions precedent to the Company's obligations hereunder:

Supplier shall provide all information requested in Exhibits A and B attached hereto.

- A. Supplier shall register, obtain and, at all times, maintain ~~the any~~ necessary licensing, approvals, or certification from the NHPUC.
- B. Supplier shall ~~either~~: (i) be an ISO-NE Market Participant with an ISO-NE settlement account; and/or (ii) have an agreement in place with ~~an at least one~~ ISO-NE Market Participant member whereby that member agrees to include the municipal and/or county aggregation load to be served by the Supplier in its ISONE settlement account.
- C. Supplier shall take ~~all steps~~ necessary steps to remain capable of meeting its in good financial obligations under this Agreement standing.

D. Prior to initiation of supplier service covered under this Master Agreement, the Supplier, [or its contracted agent](#), shall have completed all Master Agreement requirements including, but not limited to, testing of the EDI process between the Company and Supplier.

Failure to abide by the above requirements shall excuse further performance by the Company, notwithstanding the requirements of Section XI of this Master Agreement, unless and until the above conditions are satisfied.

V. Representations

Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, NHPUC [rules and](#) regulations, and the terms of this Master Agreement during the term of this Master Agreement. Each person executing this Master Agreement for the respective parties represents and warrants that he or she has authority to bind that party.

Each Party represents that: (a) it has the full power and authority to execute, deliver, and perform this Master Agreement; (b) the execution, delivery, and performance of this Master Agreement have been duly authorized by all necessary corporate or other action by such Party; (c) this Master Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms; (d) that no third party consent or approval that has not already been obtained is required for the execution of this Master Agreement, the performance of its obligations hereunder, or the consummation of the transactions contemplated herein; and (e) there is no claim, litigation or proceeding pending or threatened against it that purports to effect the legality, validity, or enforceability of this Master Agreement.

Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Master Agreement, and carry out its duties in accordance with applicable recognized professional standards.

VI. Supplier's Responsibilities

The Supplier agrees that it desires to receive the services enumerated in Section VII of this Master Agreement at the rates contained in the Terms and Conditions as they may be revised from time to time or in Exhibit C, [or to which it is entitled pursuant to Puc 2200 rules](#). Supplier agrees to pay the Company's invoices for services rendered in a timely manner.



~~Supplier~~ ~~Both parties~~ agrees to provide all information necessary to the ~~Company~~ ~~other party~~ to fulfill their ~~respective~~ ~~Company's~~ obligations under this Master Agreement.

The Supplier shall notify the Company within 24 hours in writing if ~~it~~ ~~any required~~ license, ~~registration, or approval~~ to act as an ~~Competitive~~ ~~Electricity~~ Supplier is acted upon by the NHPUC or ISO-NE in such a way that ~~it~~ materially affects Supplier's performance under this Agreement, including but not limited to, suspension, revocation, modification, or non-renewal. Revocation or non-renewal of ~~any license or registration required of the~~ ~~Supplier's~~ ~~license~~ shall be grounds for immediate termination of this Agreement by the Company.

To the extent reasonably practicable, Supplier shall notify the Company no less than forty-eight (48) hours prior to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe the Company has no knowledge, and that will render Supplier or its agent unable to maintain Supplier's status with NEPOOL required to serve load. Upon such notice, by the Supplier or ISO-NE, or upon the occurrence of such an event, the Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Service Rate under the Company's tariffs with an effective date of the Customer's last meter reading date. ~~Company and Supplier shall discuss and reasonably agree to Supplier's share of Customer's payment for energy costs in the month in which the Default Service Rate is applied.~~ Such switch may include accounts that may be identified as pending transfer from Supplier to another provider. Supplier shall hold harmless, indemnify and defend Company regarding any associated costs and third-party claims related to such switch, and the Supplier shall be responsible to pay any reasonable Company costs incurred due to the required switch of Customers to Default Service.

If Supplier, or its Market Participant member, has cured a Default at ISO-NE and has subsequently registered new load assets at ISO-NE, and is a ~~licensed~~ ~~registered~~ Supplier in the State of New Hampshire ~~to the extent required~~, Supplier may reinitiate the actions set forth in subsection IV above to begin serving customers again. -If Supplier's Electronic Data Interchange ("EDI") provider has changed, Supplier will also be required to complete testing of the electronic transactions. Customer enrollments on new assets will be effective no sooner than 30 days from the effective date of the asset retirements due to the previous Default.

Supplier shall be responsible for reviewing and confirming the accuracy of all data provided to, or made available for, inspection to Supplier by the Company during the load estimation,

load reporting, billing and other processes described in this Master Agreement and/or ISO-NE's Rules.

Supplier acknowledges that the Company will select, and may from time to time change, the value added network ("VAN") or other electronic data transmission vehicle. The Company acknowledges the benefit to both the Company and Supplier in minimizing the transaction costs in selecting the VAN. Notwithstanding the above, the Company will not change the VAN or other electronic data transmission vehicle without first providing Supplier via Internet electronic mail at least seven (7) days' notice of any such change and Company will provide sufficient notice of a change to VAN or other electronic transmission vehicle for Supplier to reasonably complete appropriate training and integration. Supplier shall be responsible for the initial testing costs of the VAN or other electronic data transmission vehicle and all costs of subsequent EDI transaction transmissions as described in the Terms and Conditions, Puc 2200 rules, and the EDI Standards.

Supplier acknowledges that the Company is authorized to deny Supplier Service to Customers if the Company has terminated such Customer's Delivery Service in accordance with the rules and regulations of the NHPUC, until such time as the Customer is reinstated by the Company. In order for Supplier to serve such a Customer after reinstatement, Supplier must re-enroll the Customer.

During the term of this Agreement, as to any EDI Standards implemented subsequent to the initial testing period referenced in Section IV C above, Supplier shall be required to successfully complete testing of said standards in accordance with the EDI Standards.

#### VII. Company Services and Responsibilities

All services covered by this Master Agreement shall take effect not less than 30 days from the effective date of this Master Agreement, provided the conditions in Section IV have been satisfied by the Supplier. At the Company's option, services may begin in less than 30 days. The Company shall provide services consistent with Puc 2205.03, Puc 2205.16, and applicable statutes and rules. In the event the terms of this Master Agreement or the Company's Tariff conflict with or disregard Puc 2200 rules, RSA 53-E, or any other statute, the Puc 2200 rules or statute shall control.

##### A. Billing Services

1. Standard Billing Service Option

Under the Standard Billing Option, Supplier agrees to separately bill Customers for the cost of Supplier Service provided by the Supplier and for the collection of amounts due to the Supplier from the Customer. The Company agrees to provide Supplier with Customer usage information, in accordance with the EDI Standards [and Puc 2200 requirements](#). All measured billing determinants provided by the Company will be based on Company-owned metering, except as may be agreed to in a subsequent agreement.

The Company agrees to provide consolidated billing service as described below to Supplier at the rate specified for Billing and Payment Service in the Terms and Conditions. Once an agreement for provision of consolidated billing service is effective, the Supplier can specify on a customer by customer basis which customers it wants to receive consolidated billing service from the Company.

2. Basic Consolidated Billing Service Option

Basic consolidated billing service includes reading the customer's electric meter on a billing cycle basis, calculating billing determinants, applying such billing determinants against the Supplier rate and price option specified for each customer in the EDI enrollment or subsequent change transaction [or present charges or credits as provided for in Puc 2205.16\(d\)\(1\)](#), incorporating the resulting Supplier charges with the Company's delivery service charges into a single consolidated bill, mailing such consolidated bill to the customer, processing payments received from the customer, allocating such payments between the Company and Supplier accounts receivable, transmitting payments allocated to Suppliers on a daily basis and transmitting all required EDI transactions resulting from such billing and payments in accordance with the EDI Standards [except to the extent such arrangements are modified pursuant to an applicable NHPUC approved purchase of receivables program pursuant to RSA 53-E:9, II or pursuant to Puc 2200 rules](#). All measured billing determinants will be based on Company-owned metering, except as agreed to in a separate agreement. Payments received shall be applied in the manner and priority set out in the Company's tariff, [except as may be provided for in an approved purchase of receivables program](#).

Supplier related information required by NHPUC guidelines or other applicable rules to be sent to customers shall be included with the consolidated billing. The Company reserves the right to specify the presentation methodology and other characteristics

such as size or weight which will be included as part of the basic billing service. Supplier rates and pricing options must be supported by meters in place and the Company's billing systems, [except as provided for in Puc 2200 rules](#). No more than one [set of supplier rates](#) and pricing options can be effective during a customer's monthly billing cycle.

**Commented [A2]:** The "set" is intended to refer to a set of TOU rates, such that for a given TOU rate, whether 2 or 3 rate parts, such that only one set can be effective during a billing/meter read cycle.

Supplier warrants that for each and every residential and small commercial customer account subject to consolidated billing Supplier has obtained the customer's express consent, by any means permitted by applicable NHPUC rules or precedents, to authorize the Company to disclose to the Supplier, on a periodic basis, the status of the customer's account with the Company as either subject to: (a) a budget billing plan with the Company; (b) a payment plan with the Company; or (c) neither a budget billing nor a payment plan with the Company, [except as otherwise provided by RSA 53-E and Puc 2200 rules for an opt-out aggregation program](#). Supplier further represents and warrants that it shall provide written documentation of any authorization required herein, at the request of the Company.

Subject to obtaining [any required](#) consent referenced above, the Company agrees to disclose to Supplier, either through an EDI transaction or other monthly electronic transaction, whichever is more suitable to the Company, whether each customer of Supplier is, at the time of the communication, on: (a) a budget billing plan with the Company; (b) a payment plan with the Company; or (c) neither a budget billing nor a payment plan with the Company. Supplier agrees that any information so disclosed shall be used for no purpose other than determining the status of Supplier's customers as described herein, [except as otherwise provided by RSA 53-E](#).

Supplier agrees that any failure to obtain [any required](#) consent, or to provide proof of such [required](#) consent upon request, shall constitute a material breach of this Master Agreement and Supplier further agrees that it shall indemnify the Company for any claims or damages arising from such breach, including reasonable attorney's fees and costs incurred in association with responding to such breach.

3. Rates Maintenance and Error Correction Service

The Company shall provide rates maintenance and error correction service at the rate specified in the Terms and Conditions. Such service shall include but not be limited to

initial entry of Supplier rates and pricing options into the Company's electric billing systems, maintaining changes to Supplier rates and pricing options and calculating and processing Customer billing adjustments due to Supplier's errors in pricing.

4. Billing Errors

If either Party finds a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill calculation, that Party shall, within ~~tensixty (610)~~ sixty (60) business days from the date ~~of the error is identified~~ the Customer's statement containing the error, notify the other Party in writing or electronically and explain the nature of the error. In the event of an error by the Company, the Company shall either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. Notwithstanding the foregoing, the parties acknowledge that the Company may, from time to time, send estimated bills to customers in accordance with NHPUC guidelines and regulations, and such estimated bills shall not be considered billing errors. In the event of an error by the Supplier, the Company will, upon Supplier's request, and as is reasonably practicable, either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. If neither of the requested options is reasonably practicable, or if the Supplier affirmatively chooses, the Supplier may submit a rate pricing option correction as provided by the EDI Standards and the Terms and Conditions. Supplier will be responsible to pay any fees, as filed with and approved by the NHPUC, for any rebilling and/or adjustment caused by Supplier error. When either Party reasonably believes that an error related to billing activity may have occurred, either Party may request the production of documents required to verify the accuracy of such billing, which the other Party will provide within ten (10) business days. The Company shall not be required to adjust any errors as described in this Section VII.4 unless the Company has received written notice and supporting documentation from Supplier within ~~twenty-foursixty (6024)~~ twenty-four (24) months~~days~~ from the date of the Customer's statement detailing such error and the corresponding adjustments required to be made to Customer's accounts, and failure to provide such notice and documentation within that ~~that sixty (60) day~~ period shall constitute a waiver of any claim by Supplier associated therewith. Re-billing or any other adjustment of any kind by ISO-NE shall not constitute a Billing Error and is not subject to this provision A.

**Commented [A3]:** Unitil does not limit corrections to 60 days - they will correct for 24 months.

B. Collection Services

The Company conducts various collection activities to encourage Customers to pay amounts due to the Company for delivery service. To the extent allowed by PUC rules or other regulations, the Company agrees to employ consistent collection activities to encourage payment of Supplier amounts due for energy service. Supplier acceptance of collection services shall be mandatory where the Supplier has elected to receive consolidated billing service. The Company shall provide collection services at the rate specified in the Terms and Conditions [or pursuant to an approved purchase of receivables program](#).

Collection activity by the Company on behalf of the Supplier will terminate 60 days after Supplier's relationship with the Customer terminates through the Customer switching to another Supplier or to [utility](#) default service for any reason or the Supplier transmitting an EDI drop transaction to the Company. An EDI transaction informing the Supplier of such collection activity termination and the Supplier accounts receivable balance will be sent to the Supplier. At that point, the Company's responsibility for all collection activities related to the Supplier accounts receivable shall terminate and Supplier shall have sole responsibility for all subsequent collection activity [except as provided for in an approved purchase of receivables program](#).

C. Supplier Customer Service

The Company agrees to provide customer service [as an optional service](#) to Suppliers who have elected to receive consolidated billing services. Supplier customer service shall include responding to customer inquiries about Supplier balances, Supplier rates and price options used to calculate the Supplier portion of the bill, allocation of payments to Supplier accounts receivable and the processing of EDI enrollment, change or drop transactions.

Customers that contact the Company concerning the billed amount for Supplier Service or any other Supplier issue other than described above will be referred to Supplier's customer service number identified in Exhibit B. The Company will not undertake bill investigations, inquiries concerning Supplier charges, collection activities on Supplier charges [except as provided for in an approved purchase of receivables program](#), or the settlement of billing disputes on behalf of Supplier. For both Standard Billing and Consolidated Billing Options, Supplier shall be responsible for the reporting and payment of any taxes assessed upon Supplier Service.

Supplier customer service provided by the Company shall be provided only to Supplier's customers within the Company's service area, shall be limited to inbound calls only and expressly excludes all outbound telemarketing calls to existing or potential Supplier customers or inbound responses to Supplier marketing campaigns.

Suppliers electing to receive supplier customer service shall be responsible for establishing a separate toll-free number routing into the Company's automatic call distribution switch. Supplier shall be responsible for all costs associated with initiation and ongoing charges of such toll-free number. Calls received shall be answered on a first come, first served basis. If the Company is experiencing significant outages, completion of customer calls may be deferred until the outages are fixed.

While the charges for this Supplier customer service are defined in the Terms and Conditions for Suppliers Section of the Company's delivery service tariff and reflected in Exhibit C to this Master Agreement, such Section also allows the Company and Supplier to negotiate an annual per customer fee for Supplier customer service. [Absent Supplier's election for customer service by the Company, the Company agrees to provide customers that call them regarding the billed amount for CPA services or any other CPA issue with Supplier's toll-free customer service number pursuant to Puc 2205.16\(c\)\(1\).](#)

D. Interval Data and Metering Services

The Company agrees to provide the following services which are limited to Customers who are receiving service under the Company's Primary General Delivery Service Rate GV, Large General Delivery Service Rate LG and Backup Delivery Service Rate B [or other customers where interval data is reported](#). All time interval data will be provided in 30 minute intervals [or such other intervals as may be reported as provided for in Puc 2205.13\(a\)\(7\), Puc 2203.02\(d\), Puc 2205.16\(c\)\(2\), and Puc 2205.16\(d\)\(1\).](#)

The Supplier is responsible for obtaining the customer's authorization to release its meter data to the Supplier, [except as provided for in Puc 2200 rules](#), and Supplier shall maintain the confidentiality of the customer's information. The Supplier may not sell or provide this information, in whole or in part, to any other party, [except as allowed by RSA 363:37-38 and RSA 53-E:4, VI.](#)

1. Interval Data Access Service

The Company shall provide kilowatt-hour (KWH) and kilovar-hour (KVARH) interval data that has been collected by the Company and validated for accuracy on a rolling basis as soon as it is reasonably available for transmittal following the meter read for customers where interval data is reported. Such data will be provided on a monthly basis in an electronic format to the Supplier as provided for in Puc 2205.13(a)(7). Requests for historical interval data will also be completed in an electronic format to the Supplier. Rates to be charged to the Supplier for such interval data access service are specified in the Terms and Conditions, except for interval data otherwise required to be provided to the Supplier pursuant to Puc 2200 rules unless and until charges for such required data are specifically required by NHPUC rule, order, or approved tariff, subsequent to adoption of Puc 2200 rules.

2. Load Pulse Outputs Service

The Company will acquire and install equipment to allow the Supplier to have access to load pulse output from the Company's metering equipment at the rate specified in the Terms and Conditions. The Supplier shall be responsible for providing and connecting its own devices to the load pulse output and for retrieving such information from the devices.

3. Extended Metering Services

The Company shall provide "read only" telephone access to the Company's metering equipment allowing the Supplier to retrieve interval data directly from the meter through the Supplier's own software at the rate specified in the Terms and Conditions. The Supplier shall arrange for the installation and ongoing charges associated with the phone service necessary to access the Company's metering equipment.

4. Special Request Services

By mutual agreement, the Company may install metering or communications equipment requested by the Supplier providing it does not interfere with the operation of the Company's equipment. Such equipment must meet the Company's standards and requirements and will be owned, controlled, and maintained by the Company, except as provided for under Puc 2205.14 and pursuant to RSA 53-E:4, IV. The Supplier shall bear all costs associated with the new equipment review and



approval process as well as the installation, ownership, and maintenance of such equipment, except as provided for under Puc 2205.14.

E. ~~Customer Load Analysis~~

~~The Company shall provide Customer load analysis at the rate specified in the Terms and Conditions to the Supplier if requested, but only as provided further in this Section. The Customer load analysis shall include, but not be limited to, aggregation of interval demands for multiple metering points and determination of demand and energy usage for varying on-peak and off-peak periods which may differ from the Company's standard for such periods. The results of the analysis will be provided to the Supplier in an electronic format.~~

~~The Supplier is responsible for obtaining the Customer's authorization to release this information, and Supplier is required to maintain the confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to any other party.~~

~~Pre-Enrollment Information~~

~~To facilitate the formation of a Community Power Aggregation program, the Company shall provide a municipal or county committee formed pursuant to RSA 53-E:6, I, with aggregate usage and other information upon its written request pursuant to Puc 2203.01 and Puc 2203.02.~~

~~After the approval of an Electric Aggregation Plan by the legislative body of a municipality or county pursuant to RSA 53-E:6, I and by the NHPUC pursuant to Puc 2204.01:~~

~~1. To facilitate load forecasting, procurement, and planning of a Community Power Aggregation program, the Company shall provide the municipality or county with anonymized customer-specific usage and other information upon its written request pursuant to Puc 2202.04.~~

~~4.2. To facilitate the mailing to customers required under RSA 53-E:7, III and customer enrollment process required under RSA 53-E:7, V, the Company shall provide the municipality or county or their agent listed in Appendix B, upon its written request, the following information pursuant to Puc 2204.03 for every electric customer taking service within the municipality or county CPA service area: name, mailing address, account number or numbers, distribution rate class whether the customer is receiving default service from the utility or supply service from a Competitive Electric~~

**Commented [A4]:** This does not seem to be part of the tariff (or T&C) anymore, so probably best to delete. Not a service we would expect or want in any case.

Power Supplier, and any other information necessary for successful enrollment of customers taking service within the municipality or county Community Power Aggregation service area.

3. Until such time at the Company is able to demonstrate to the Supplier that it can provide to the Supplier on a regular basis customer usage data including consumed power delivered to customers and power exports to the grid from customer generators in kWh for each reported period, pursuant to Puc 2203.01(d), including hourly consumption or exports to the grid for accounts where load is reported in hourly intervals for load settlement, pursuant to Puc 2205.13(a)(7), such that Supplier can exercise its authority under Puc 2205.15 and RSA 362-A:9, II, Company agrees to provide supplier, as part of the data provided under the previous paragraph 2, information on whether each customer net meters, and if so whether under original or alternative net energy metering terms and tariffs.

F. Determination of Supplier Loads (Estimation)

The Company shall determine Supplier's hourly loads and report such to the ISO-NE in accordance with the Terms and Conditions, Puc 2200 rules, applicable statute, including RSA 362-A:2-b, X and RSA 362-A:9, II, and ISO-NE Rules. In addition, upon Supplier's written request as indicated in Exhibit B, the Company shall provide Supplier with the following reports: (1) daily report of Supplier's aggregated hourly loads; and (2) monthly reconciliation of Supplier's aggregated loads (completed once the Company has read Customers' meters). The Company will provide these reports to Supplier in a format designated by the Company and reasonably acceptable to Supplier. Upon Supplier's request, the Company shall provide the methodology used to calculate generation output from net metered customers accounted for as a reduction in Supplier's wholesale load obligations, pursuant to Puc 2205.15(b) and RSA 362-A:9, II, exports to the distribution grid by limited producers accounted for as a reduction to Supplier's load obligation in the ISO-NE wholesale electricity market pursuant to RSA 362-A:2-b, X, transmission and distribution line losses, and unaccounted for energy.

The process of Supplier load estimation and data reporting involves statistical estimating, reporting, settlement, and other activities. The Company shall not be responsible for any estimating, reporting, settlement, or other types of errors associated with or resulting from this process, and the Company shall not be liable to Supplier or

any third party for any costs or losses that are associated with or result from any such errors. -Supplier is responsible for checking and ensuring the accuracy of all such data.

The Company shall not be required by Supplier to adjust any errors in the Company's determination of Supplier's hourly loads and reports to the ISO-NE unless the Company has received written notice and supporting documentation from Supplier within twenty-four (24) months from the date of the Supplier's statement detailing such error and the corresponding adjustments required to be made to Supplier's hourly loads, and failure to provide such notice and documentation within that that period shall constitute a waiver of any claim by Supplier associated therewith.

VIII. Fees

The Company may charge fees to Supplier as set forth in the Terms and Conditions for Suppliers section of the Company's delivery service tariff as it may be amended from time to time and approved by the NHPUC, except where such fees are inconsistent with the requirements of the Puc 2200 rules. For services which are not delineated in the Company's delivery service tariff, fees shall be negotiated and specified in Exhibit C to this Master Agreement, except for services or the provision of data that is required by Puc 2200 rules. The Company shall have the right to subtract fees that Supplier owes to the Company, and that are sixty (60) days or more past due, from amounts the Company collects on behalf of Supplier before transmitting such amounts to Supplier. Amounts subject to a good faith dispute will not be subject to deduction.

Notwithstanding the above, for those Suppliers electing to use the Company's consolidated billing service, in the event of a Supplier default at ISO-NE or other event rendering the Supplier unable to provide Supplier Service to customers in the Company's service territory, including, but not limited to, suspension or revocation of ~~any~~ any applicable registration or license by the NHPUC, the Company shall, without further notice, have the right to set off any amounts owed to the Company by the Supplier from any funds that would otherwise be transmitted to the Supplier as of the date of the default or event.

IX. Billing and Payment for Services

Bills for services provided by the Company under the terms of this Master Agreement shall be rendered to Supplier on a monthly basis and shall be due upon receipt. Failure of Supplier to pay within twenty-five (25) days of the postmark date on the bill shall result in

the Company retaining any amounts due from revenues received by the Company collected on behalf of Supplier. In the event that such revenues are insufficient to pay any amounts remaining due after such revenues are retained by the Company, the unpaid balance shall be subject to a late payment charge calculated at the rate of 1.5% -per month on the total outstanding balance due commencing from the date said bill was postmarked. The bill may also be transmitted electronically if agreed to by the parties. The electronic transmission date shall be considered the postmark date of the bill.

X. Nondisclosure

Neither party may disclose any Confidential Information obtained pursuant to this Master Agreement to any third party, including affiliates of the Company and the Supplier, without the express prior written consent of the other party, except as otherwise allowed pursuant to RSA 368:38, and RSA 53-E:4, VI, and RSA 91-A. Supplier acknowledges that Company may disclose Confidential Information as it deems necessary to employees and agents of Eversource Energy Service Company, the Company's service company affiliate, or its successor Service Company, to assist the Company in meeting its obligations under this Master Agreement. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, Customers of either or both parties, suppliers for either party, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name, but only to the extent such information is exempt from public disclosure pursuant to RSA 91-A:5. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, the terms of this Agreement, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Master Agreement or from a party who was under an obligation of confidentiality to the other party to this Master Agreement, or information developed by either party independent of any Confidential Information, or governmental records that are not exempt from public disclosure pursuant to RSA 91-A:5. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. ~~Supplier~~ Both parties shall, upon termination of this Agreement or at any time upon the request of the ~~Company~~ other party, promptly return or destroy all Confidential Information of the ~~requesting Company~~ party then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any order or injunction to prohibit such disclosure.

XI. Termination

Notwithstanding anything to the contrary elsewhere in this Master Agreement, any party, by written notice to the other party ("Breaching Party"), may terminate this Master Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Master Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends doing business; (b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party commits a material breach of any of its obligations under this Master Agreement or the Terms and Conditions and has not cured such breach within fifteen (15) days after receipt of a written notice from the other party specifying the nature of such breach.

No delay by either party in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a limitation or waiver of any other remedies to which either party is legally entitled, including any right to set off.

XII Force Majeure

Neither party shall be considered in default under this Master Agreement or responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure is not caused by the affected party's

fault or negligence, is caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or Independent System Operator. In the event of a force majeure, both parties shall take all reasonable steps to comply with this Master Agreement.

### XIII Liability and Indemnification

The Company and Supplier shall indemnify, defend, and hold the other and their respective affiliates, and the directors, officers, employees and agents of each of them, harmless from and against all damages, costs (including attorney's fees), penalties and liabilities, in tort, contract or otherwise, resulting from claims of third parties arising from, or claimed to have arisen from, any action of the other party conducted pursuant to this Master Agreement. For purposes of such liability and indemnification, however, the parties acknowledge and agree that nothing in such Terms and Conditions prohibits one party from impleading the other party as a third-party defendant, whether or not one or both parties are named as defendants in the initial claim of a third-party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Master Agreement. Such resolution shall be final and binding upon the parties only after agreement between the parties or after entry of a final judgment, after any further appeals of a court of competent jurisdiction to which any appeal may have been taken from the determination of the arbitrator(s).

The parties acknowledge and agree that for purposes of the Terms and Conditions, a party seeking recovery from the other party in connection with the performance of its obligations of the Terms and Conditions shall not be entitled to recovery if its conduct is deemed to be more negligent than the conduct of the other party.

The parties expressly acknowledge and agree that the dispute resolution provision in [Paragraph-Section XV](#) of this Master Agreement shall apply to any and all disputes arising under this paragraph, including without limitation, those disputes that arise as a result of either of the parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.

Notwithstanding anything in this Master Agreement or the Terms and Conditions to the contrary, in no event shall any party hereto be liable to any other party hereto for indirect,

consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, strict liability, or negligence.

Notwithstanding the availability of other remedies at law or in equity, either party hereto shall be entitled to specific performance to remedy a breach of this Master Agreement by the other party.

The provisions of this Section shall survive the termination of this Master Agreement.

XIV Terms and Conditions

The parties agree to act in compliance with the Terms and Conditions, ~~and~~ the EDI Standards, and Puc 2200 rules at all times. In the event the terms of this Master Agreement conflict with the ~~Terms and Conditions, the Terms and Conditions shall control.~~ Puc 2200 rules, RSA 53-E, or any other statute, the Puc 2200 rules or statute shall control.

XV. Dispute Resolution

Disputes hereunder shall be reduced to writing and sent to the parties' representatives for resolution. The parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the parties shall continue to fulfill their obligations under this Master Agreement in good faith, unless this Master Agreement has been suspended or terminated as provided in Section VII. If the parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues or either party may submit the matter to the NHPUC for resolution pursuant to Puc 2205.12. The parties agree that the place of mediation or arbitration shall be Manchester or Concord, New Hampshire.

XVI. Notice

All notices and other communications shall be to the Company Supplier Services contacts listed on the Company's website. Notices and other communications to Supplier shall be addressed to Supplier's Contact for Legal Notices as shown on Exhibit ~~BA~~. The parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVII. Governing Law

This Master Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

XVIII. Enforceability

In the event that any portion or part of this Master Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.

XIX. Assignment and Delegation

Either party to this Master Agreement may assign any of its rights or obligations under this Master Agreement; provided however, that no assignment by Supplier shall take effect until the assignee has met the requirements of Section IV hereunder [and such assignment shall be limited to a Supplier serving municipal or county aggregations pursuant to RSA 53-E and Puc 2200 rules](#). No assignment of this Master Agreement shall relieve the assigning party of any of its obligations under this Master Agreement until such obligations have been assumed by the assignee.

In addition, either party may subcontract its duties under this Master Agreement to a subcontractor provided that the party subcontracting shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other party, and the subcontractor shall meet the requirements of any applicable laws, rules, regulations, and Terms and Conditions. The assigning or subcontracting party shall provide the other party with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other party shall reasonably require.

XX. Miscellaneous

This Master Agreement is the entire agreement between the parties and supersedes all other agreements, communications, and representations. This Master Agreement may be amended by written agreement of the parties, [provided that revisions to Exhibits A and B to this Master Agreement shall not constitute an amendment](#). Paragraph headings are for convenience only and are not to be construed as part of this Agreement. -This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.



IN WITNESS WHEREOF, the Parties have caused this Electric Supplier Services Master Agreement [for Community Power Aggregations](#) to be executed by their duly authorized representatives as of the date above.

\_\_\_\_\_  
SUPPLIER

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT A**  
**SUPPLIER INFORMATION**

A supplier must provide the Company all of the information requested below prior to ~~entering into a contract for services with the Company or providing Supplier Services~~ energy services to any electric customers on behalf of the municipal or county aggregation programs listed in Exhibit B of the Company's customers. A failure to provide all information will render the Company unable to provide services for Supplier.

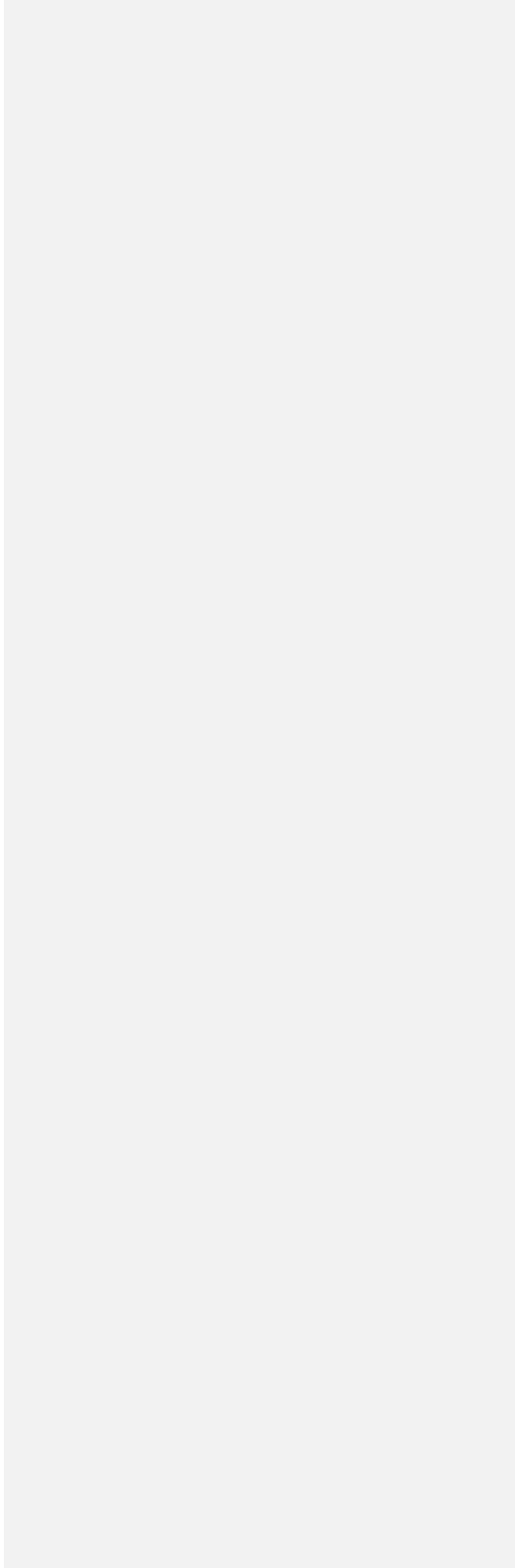
1. Legal name of the supplier
2. Type of ~~Business~~-Entity: \_\_\_\_\_
  - a. Is the Supplier a Competitive Electric Power Supplier? (yes/no)
  - b. Is the Supplier a Community Power Aggregator pursuant to Puc 2202.05? (yes/no)
  - ~~2-c~~ Is the Supplier a group of municipalities and/or counties operating jointly pursuant to RSA 53-A? (yes/no)
3. Supplier Dun & Bradstreet number
4. Supplier Tax Identification number
5. Supplier Contact for Legal Notices ~~(Name, telephone number, fax number and e-mail address)~~
6. ~~Supplier General Contact (Name, telephone number, fax number and e-mail address)~~
6. \_\_\_\_\_
7. Name of Supplier's contracted service provider for customer enrollment (EDI vendor)
- ~~7-8.~~ Supplier EDI Technical Contact ~~(Name, telephone number, fax number and e-mail address)~~
- ~~8.~~ Supplier ISO Load Contact - Name, telephone number, fax number and e-mail address
9. Date Supplier or its EDI vendor attended a New Hampshire supplier training session if EDI vendor is not already approved for EDI exchange with the Company
- ~~10.~~ Supplier's NHPUC supplier license number if available
- ~~11.~~ Format and size of Supplier's account numbers
- ~~12-10.~~ Name of Supplier's Value-Added Network (VAN) provider
- ~~13-11.~~ Supplier VAN ISA Qualifier
- ~~14-12.~~ Supplier VAN ISA ID
- ~~15-13.~~ Name of the NEPOOL Participant(s) in whose ISO-NE Load Asset(s) ~~the Supplier's~~ municipal or county aggregation Supplier's load will be served
14. Format and size of Supplier's account numbers
15. Supplier ISO Load Contact(s) (name, telephone number, and e-mail address)
16. Load Asset ID Number(s)
- ~~17.~~ Estimated Load Transfer (kW Demand)

Commented [A5]: This and other deletions in this are mostly relocated to sections below.

Commented [A6]: Multiple LSEs / types allowed under Puc 2205.01 — easier to built in here at the Supplier level, rather than at the individual CPA level.

~~18. Estimated Transfer Date~~

~~4. EXHIBIT B~~



17. ~~Information to be supplied by Supplier for provision of Supplier Services~~ Banking Information:

A. Name of receiving bank for payment receipts

---

B. Bank routing and transit number (ABA number)

---

C. Supplier bank account number

---

D. Is the account a checking or savings account?

---

E. Address where billings for services should be sent

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F. Name, address, telephone number, fax number and e-mail address of primary contact for resolution of billing payment questions and notices.

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**EXHIBIT B**

Community Power Aggregation Information  
(insert pages for additional aggregations)

1. Name of Municipality or County (list all entities in a County-administered aggregation)

2. NHPUC Docket Number for Electric Aggregation Plan

3. Is the Supplier authorized to provide customer enrollment and Electronic Data Interchange services on behalf of the aggregation pursuant to 2204.06? (yes/no)

4. Is the Supplier authorized to provide Load Serving Entity Services on behalf of the aggregation pursuant to Puc 2205.01? (yes/no)

5. What is the Community Power Aggregation program name Company will present on customer supply bills for consolidated billing services (38-character limit)?

6. What is the customer service number the Company will provide customers in response to inquiries regarding the Community Power Aggregation program pursuant to Puc 2205.16(c)(1)?

**Commented [A7]:** Placement in Appendix B, rather than in Appendix A, is intentional.

7. Municipal or County Employee or Official Authorized to Request Data Under Puc 2200 Rules (name, business address, phone number, and e-mail address)

8. Is the person named above authorized to receive individual confidential customer data? (yes/no)

9. Agent(s) Authorized to Request and Receive Data Under Puc 2200 Rules (business entity or governmental instrumentality, primary contact name, title, business address, phone number, and e-mail address)

10. Is the entity(ies) named above authorized to receive individual confidential customer data? (yes/no)

**EXHIBIT C**  
Company Service Fees

Services Specified in Terms and Conditions for Suppliers

Billing and Payment Service-	<u>Required</u>	<u>Optional</u>
Rates Maintenance and Error Correction Service	<u>Requested</u>	<u>Required</u> <u>As</u>
<u>Collection Services</u>	<u>Required</u>	
Supplier Customer Service		Optional
Load Pulse Outputs Service		Optional
Extended Metering Service		Optional
Special Request Services		Optional
<u>Off-Cycle Meter Reading</u>		<u>As Requested</u>
<u>Customer Load Analysis</u>	<u>Optional</u>	

**Commented [A8]:** States that it is "as requested" in T&Cs.

**Commented [A9]:** There is no description or fee for this in the T&Cs.

**Commented [A10]:** There is no description or fee for this in the T&C.

Rates for services not specified in Terms and Conditions for Suppliers to be decided upon by the Supplier and the Company as provided for under Puc 2200 rules and RSA 53-E.-

Date: \_\_\_\_\_ of version.

Approved and acknowledged by:

\_\_\_\_\_  
Supplier PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, D/B/A EVERSOURCE ENERGY

\_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Print Name Print Name

\_\_\_\_\_  
Title Title

**Clifton.Below@cpcnh.org**

**From:** clifton.below@cpcnh.org  
**Sent:** Thursday, January 26, 2023 7:51 PM  
**To:** 'Chiavara, Jessica A'  
**Cc:** 'Michael Postar'; Samuel Golding; eemerson@primmer.com; 'rkg@dwgp.com'; 'Kevin Charette'  
**Subject:** RE: Supplier Agreement for CPAs

Hello Jessica,

Thank you for getting back to us.

Let me clear up one apparent misunderstanding. Our individual Member CPAs are in the process of contracting directly with the Coalition as their supplier, a joint power agency, with a complete service bundle that includes the provision of LSE and all other supplier services needed to support successful launch and operation of community power programs. The Coalition will be providing the LSE services for our Members. Member CPAs will not be contracting with CEPS or LSEs for supply services.

While the Coalition will not initially be an LSE itself (it plans to become one in due course) we, just like other suppliers under your standard agreement form, are contracting for those services, just as we have contracted for EDI and other services. Our LSE will not be contracting for EDI services, we, the Coalition, as the instrumentality of its member jurisdictions jointly exercising governmental authorities pursuant to RSA 53-E and 53-A, are doing that; and the Coalition is structured to be able to transact with more than one LSE and well as other bilateral trades such as IBTs. The LSE, NEPOOL member, that settles our load in the ISO-NE market is not expected to be a NH registered CEPS. The Coalition will be the Supplier of record for Members launching service under contract with the Coalition to provide the all-requirements service to meet their load.

Please note that CPAs are specifically excluded from the definition of CEPS and I don't see anything in the laws or PUC rules (or your tariffs) that requires us to operate as or with a CEPS to provide electricity supplier services. If it is Eversource's view that the Coalition is not qualified to be the Supplier in this Agreement, then please let us know at your earliest convenience, and advise if you would, where you think the law or the rules require us to operate our community power programs through or with a CEPS?

I appreciate your recognition "that Eversource will only apply its master supplier services agreement in a manner that's consistent with current laws and regulations, including the Puc 2200 rules" as that should lay a foundation for the resolution of this matter as we agree the parties should act under the agreement consistent with current laws and regulations. I do ask though, is it reasonable to expect two parties to enter into a contractual agreement, knowing that they will directly violate the plain language of the agreement, in order to comply with the more recent and specific laws and administrative rules that require actions that deviate from the plain language of the agreement and in some cases your tariff as well?

I agree you should update your tariff to comply with Puc 2200, but that should not hinder compliance with the rules in the meantime. Think it over and we'll be in touch.

Thank you,

Clifton Below

Chair, Community Power Coalition of NH ❖ Assistant Mayor, City of Lebanon

personal office: 1 COURT ST, STE 300, Lebanon, NH 03766-1358

(603) 448-5899 (O), 667-7785 (M) ❖ [CPCNH.org](http://CPCNH.org) ❖ [www.linkedin.com/in/clifton-below](http://www.linkedin.com/in/clifton-below)



**From:** Chiavara, Jessica A <jessica.chiavara@eversource.com>  
**Sent:** Thursday, January 26, 2023 11:21 AM  
**To:** clifton.below@cpcnh.org  
**Cc:** 'Michael Postar' <MRP@dwgp.com>  
**Subject:** RE: Supplier Agreement for CPAs

Hello Clif and Michael,

Eversource has had time to review your request to negotiate amendments to the company's master supplier services agreement, and the company will not be amending the agreement in this manner. The agreement is governed by and consistent with the current PSNH tariff, and as such, the company is obligated to apply its terms uniformly. The company will examine the extent to which the agreement, the PSNH tariff, or both, may possibly need updating to acknowledge the Puc 2200 rules, but a tariff amendment is the appropriate venue for modifying the master supplier services agreement.

Please note that the master supplier services agreement is between the utility and the registered competitive supplier who is providing the supply service. This is not affected by the assertion that CPCNH is the registered agent of the supplier with which it contracts. Any agent relationship that CPCNH has with the supplier only applies to that interaction – it does not extend to the utility.

But I would like to note that Eversource will only apply its master supplier services agreement in a manner that's consistent with current laws and regulations, including the Puc 2200 rules. So while the company evaluates any required updates to its tariff or the agreement, aggregations should be able to function consistent with the provisions of the Puc 2200 rules – the agreement does not impede the force and effect of the rules.

Please contact me with any questions either of you may have,

**Jessica A. Chiavara**  
Senior Counsel, Eversource Energy  
780 N Commercial Street, Manchester, NH 03101  
Phone: 603-634-2972  
[Jessica.chiavara@eversource.com](mailto:Jessica.chiavara@eversource.com)

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**From:** [clifton.below@cpcnh.org](mailto:clifton.below@cpcnh.org) <[clifton.below@cpcnh.org](mailto:clifton.below@cpcnh.org)>  
**Sent:** Thursday, January 19, 2023 7:28 AM  
**To:** Chiavara, Jessica A <[jessica.chiavara@eversource.com](mailto:jessica.chiavara@eversource.com)>  
**Cc:** 'Michael Postar' <[MRP@dwgp.com](mailto:MRP@dwgp.com)>  
**Subject:** Supplier Agreement for CPAs  
**Importance:** High

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Good morning Jessica,

At long last attached please find our requested edits to Eversource's NH master supplier agreement to bring it into conformity with the Puc 2200 rules (and related statutes). This has taken longer than expected as we dug in

and realized in how many ways the current agreement form for CEPS does not conform with the new rules for CPAs. The vast majority of requested edits are for conformity with the rules, but a few are to make the terms more consistent with those in the Unitil and/or Liberty agreement forms, where we thought those were more reasonable or workable, and a few more are simply items we think are reasonable to request. There are some explanatory comments, but not for most. As this Word file originated from a conversion of your online PDF of this form, there may be some residual formatting issues but it is pretty close to the source document.

I'd be happy to get on the on the phone or Teams to discuss at your earliest convenience. Obviously, this is a critical path item for us. I have copied Attorney Michael Postar of DWGP, our General Counsel, and please do loop him on email communications on this matter, but he can confirm that it is okay for you (or other Eversource legal counsel) to deal directly with me, even if he isn't present or the one responding.

Thank you for your attention to this matter. I look forward to discussing.

Clifton Below

Chair, Community Power Coalition of NH ❖ Assistant Mayor, City of Lebanon  
personal office: 1 Court ST, Suite 300, Lebanon, NH 03766-1358  
(603) 448-5899 (O), 667-7785 (M) ❖ [CPCNH.org](http://CPCNH.org) ❖ [www.linkedin.com/in/clifton-below](http://www.linkedin.com/in/clifton-below)

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**Before the New Hampshire Public Utilities Commission**

**DE 22-072**

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

**Petition for Approval of a Regulatory Asset and Petition for Waiver of Puc  
2203.02(b)(5)**

**Community Power Coalition of New Hampshire  
Data Requests- Set 1**

**February 23, 2023**

**Regulatory Asset**

- 1-1. Referencing Pages 2-3 of the Waiver Petition, and Page 3 of the Regulatory Asset Petition: In the Waiver Petition, Eversource states that, “*Eversource currently estimates a total cost of modification to its billing systems to be approximately \$1.9 million to comply with all the requirements of the Puc 2200 rules the Company is capable of complying with and much of this work is already underway . . . Of this cost the work to comply with the above-described portion of the Puc 2203.02(b)(5) is estimated at \$250,000 . . .*”

In addition, for the work underway to comply with Puc 2203.02(b)(5), please detail which “*requirements of the Puc 2200 rules the Company is capable of complying with*”, and which requirements Eversource is not intending to comply with (citing to each Puc Chapter 2200 rule requirements), including specifically whether Eversource is currently working on:

- a. Enabling complete consolidated billing services for CPA customers that are net metered, and CPA customers on Time-of-Use (TOU) supply rates — which is currently not possible, even if CPAs offer the same TOU periods and 2-part rate structure used to bill the non-supply portion of TOU customers on default service — pursuant to Puc 2205.03, Puc 2205.16(a)(2), and Puc 2205.16(d)(2).
- b. Enabling ‘passthrough’ or ‘bill-ready’ consolidated billing pursuant to Puc 2205.03 and Puc 2205.16(d)(1), under which CPAs are supposed to be able to independently compute and provide customer supply charges and credits for the utility to present on the customer bill.

Note that enabling the functionality required to allow CPAs to calculate customer charges independently, for submission to Eversource to present on utility-administered consolidated bills to customers — which would permit CPAs to offer rate structures and pricing options that Eversource’s billing

system cannot support (such as for TOU and NEM customers), while ensuring the customer convenience and low administrative expense of providing a single bill for customers.

- c. Enabling the provision of information necessary for CPAs to track surplus generation, and calculate bills and credits, for net metered (NEM) customers pursuant to Puc 2203.02 (d), which requires that: “[a]ll customer usage data provided by the utility shall include consumption power delivered to the customers and exports to the grid from customer generators in kWh for each reported interval”, so that CPAs may elect and administer separate billing service for net metered customers pursuant to Puc 2205.16(a)(1).

Note that, particularly if neither complete or passthrough consolidated billing for net metered customers is enabled, provision of all required usage data, including negative usage, would allow CPAs “to determine the terms, conditions, and prices under which they agree to provide generation supply to and credit, as an offset to supply, or purchase the generation output exported to the distribution system from CPA customers with customer-sited distributed generation” pursuant to Puc 2205.15(a) and RSA 362-A:9, II.

- d. Enabling the provision of hourly interval usage data, on a historic and operational basis, pursuant to:

Puc 2204.02(a)(2), which requires that Eversource provide: “The most recent 24 months of usage data in kWh for each reported interval if available, or 12 months otherwise.”

Puc 2205.13(a)(7), which requires Eversource to provide “usage data in kWh for each monthly interval for accounts reported in monthly intervals for load settlement, and for each hourly interval for accounts reported in hourly intervals for load settlement”.

Puc 2203.02(d), which as relevant to the provision of all interval metered usage data, broadly requires that: “[a]ll customer usage data provided by the utility shall include consumption power delivered to the customers and exports to the grid from customer generators in kWh for each reported interval.”

Note that absent provision of this data in 2204.02 reports — which are available to CPAs prior to launch — CPAs will be unable to accurately forecast load, procure power, and set rates for the large customers settled on interval usage data, and may be unable to accurately do so for TOU customers.

- e. Enabling the provision of “utility rate class or code for each account” pursuant to Puc 2205.13(a)(4), which is information required for CPAs to be able to identify and serve customers that have, for example, elected TOU and EV rates, and NEM / Group NEM customers.
- f. Enabling the functionality required for Eversource to compute an operational CPA’s load settlement data taking into account NEM received / exported

usage data from participating CPA customer-generators pursuant to Puc 2205.15(b).

- 1-2. Please provide a summary of annual estimated costs and (separately) actual costs incurred, including a brief description of the costs and a cite to Puc Chapter 2200 rule requirements, as those rules were adopted on October 10, 2022, for the discrete requirements of Puc 2200 rules that Eversource is currently enabling, as identified in the response to 1-1 above.

### **Waiver Request**

- 1-3. Referencing Pages 2-3 of the Waiver Petition: Since the Company's anticipated December 10th completion date for Puc 2203.02 (b) (5) modifications has passed, has all work been completed? If work has not been completed, please explain why and provide the anticipated completion date for each discrete requirement of Puc 2200 rules that Eversource is currently working to enable, as identified in the response to 1-1 and 1-2 above.

**Clifton.Below@cpcnh.org**

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**From:** clifton.below@cpcnh.org  
**Sent:** Thursday, February 23, 2023 9:15 PM  
**To:** 'Chiavara, Jessica A'; 'Michael J. Sheehan Esq.'; taylorp@unitil.com; campbellm@unitil.com; 'WIESNER, DAVID K'  
**Cc:** 'Michael Postar'; Samuel Golding; Paul Soco  
**Subject:** CPCNH - 2200 rule implementation follow-u

Jessica, Michael, Pat, and teams

Our call with Eversource, Liberty, and Unitil yesterday was a productive approach to resolving the issues that are impending launch of Community Power Coalition of New Hampshire's community power aggregation.

We discussed the need for a Supplier Agreement that is appropriate for CPAs that CPCNH could execute as counterparty to the utility. The Supplier Agreements of the three utilities were written for CEPS as counterparty to the utility, in conformance with Puc 2000 rules and the various utility tariff provisions developed for such over the past couple of decades, and as such, these "CEPS Supplier Agreements" do not contemplate and were not drafted to accommodate CEPS providing service to CPAs, much less CPAs acting as their own supplier. As the party in interest that will be liable for acquiring and delivering to each utility the energy and related service requirements for each member CPA, CPCNH should be the entity to enter into the Supplier Agreement on behalf of each member CPA. We discussed that the supplier (CPCNH) need not also be the LSE or EDI provider — in the same way that a CEPS need not be the LSE or EDI provider, as evidenced by the utilities' Supplier Agreement registration forms — and seek confirmation that each utility will enter into a supplier agreement with CPCNH on this basis.

We understand that in the next few weeks the three utilities will discuss the redline and comments we provided on each utility's CEPS Supplier Agreement to conform with the CPA law and NHPUC rules implementing the law, along with our suggestions or requests for language that aligns the text of a particular agreement with that in another utility's form of agreement. As I mentioned, we highlighted in the redlines we sent to each utility about a month ago numerous terms that are not consistent with the CPA law or rules that have now been effective for over four months and urge each utility to prepare revised or separate agreements appropriate for CPAs. We urge expeditious development of an appropriate "CPA Supplier Agreement" in collaboration with CPCNH. However, this may take some time, and we discussed how there remains (1) a lack of clarity regarding what Eversource represents would require a tariff change, (2) what would be changed in or included in the tariff versus Supplier Agreement, (3) whether the current CEPS Supplier Agreements could be modified for execution by both CPAs / CPCNH and CEPS (which we doubt, except for a CEPS when serving a CPA) or whether instead a separate CPA Supplier Agreement should be drafted (which we believe), and (4) whether each utility's CPA Supplier Agreement would diverge in content as a consequence or (preferably) be standardized across all three utilities.

Regardless, because the path for PUC approval of a CPA supplier agreement at this point is too extended for the launch of CPCNH CPAs, a CEPS structure will have to bridge the period until a revised/new Supplier Agreement is finalized and approved. Sometime hopefully soon after CPCNH initiates supply service for CPAs in late April, we look forward to executing a CPA Supplier Agreement so that CPA customers can be transitioned over to CPCNH serving directly as the supplier of record.

We also discussed CPCNH's service to net energy metering (NEM) customers. We think we have defined the challenge, namely, that utility systems cannot accommodate current NEM authorities, and billing software has not been adapted to comply with functionality required under Puc 2200. Specifically: (1) to enable complete consolidated billing service for NEM customers, the utilities need to define appropriate business processes and various credit tracking / accounting processes, (2) to permit CPAs to dual bill NEM customers, utilities need to transmit received usage data (excess

generation) to operational CPAs each month to accompany EDI billing files, and (3) utilities broadly need to enable the new "passthrough" (or "bill-ready") consolidated billing option (for all customers, not just NEM customers).

Each piece is a complex discussion that we can continue on Friday. However, (1) there are issues unique to each utility in-play, including beyond these NEM issues, and (2) consequently, we think it would likely be more productive to discuss utility specific technical implementation and operational issues directly with each utility and their SMEs, as we are doing now — but we are prepared work with utilities individually or as a group, to the extent there are common issues across the 3 utilities to address.

In the context of the fast-approaching late April launch of CPCNH's CPA supply service, we see the path forward for CPAs to provide NEM service as provided in the Puc 2200 rules and CPA law as involving three steps:

1. Ensuring that CPCNH has visibility (flag) as to NEM customers so that each CPA can omit commencing service to NEM at launch due to the inability of the utilities to accommodate full functionality of NEM service;
2. Each utility bringing its operating systems into compliance with NEM law and rules to allow ongoing sharing of both positive (consumption) and negative (export to the grid) usage data; and
3. Each utility bringing its systems into compliance with Puc regulations on CPA NEM billing optionality (including consolidated complete and pass-through billing).

We discussed how #1 above — specifically, provision of NEM flags in the individual customer names / addresses list pursuant to 2204.03 — was necessary to avoid causing customer confusion and complaints by NEM customers. Eversource suggested that CPCNH should submit a waiver to the Commission. We discussed how RSA 53-E required utilities to provide CPAs with customer data necessary to ensure "successful enrollment" of customers and pointed out that the additional data (NEM flag) would not need to be requested if utilities had implemented the functionality required under Puc 2200 rules so that CPAs could serve NEM customers.

We also discussed opportunities to work jointly with all three utilities on common technical issues, recognizing that many implementation concerns are unique to a particular utility and will be best addressed on that basis. Thank you again for your attention to these concerns.

We look forward to continuing our discussion tomorrow.

Clifton Below

Chair, Community Power Coalition of NH ❖ Assistant Mayor, City of Lebanon

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**STATE OF NEW HAMPSHIRE  
PUBLIC UTILITIES COMMISSION**

**DE 23-047**

**TOWN OF HARRISVILLE  
May 8, 2023**

***Complaint by the Town of Harrisville Against  
Public Service Company of New Hampshire d/b/a Eversource Energy***

**Harrisville's Reply to Eversource's 5/1 Response to Complaint:**

On April 13, 2023, the Public Utilities Commission (“PUC”) issued Order No. 26,801 in respect to the Complaint submitted by the Town of Harrisville, NH (the “Town”). In its letter to the PUC dated May 1, 2023, Eversource responded to the Town’s Complaint. Per the PUC’s Order, the Town was directed: “[f]ollowing the receipt of Eversource’s written response, Harrisville shall notify the Commission within five business days whether it is satisfied with Eversource’s response.” If not, the PUC indicated that it “will issue a subsequent order.”

Harrisville is not satisfied with Eversource’s response. The Town trusts that the PUC will find there is a basis for our complaint and will further investigate and take action to enforce its Puc 2200 rules, which have the “force and effect of law.” (RSA 541-A:22, II)

We maintain that it is self-evident that the State of New Hampshire considers advances in net metering to be a public good, that the Legislature required Community Power aggregators to offer net metering to customer-generators, and that the Commission (contrary to Eversource’s claim) duly obligated utilities to provide Community Power aggregators with the straight-forward data and billing services necessary to fully serve net metering customer-generators.

The Legislature required every Electric Aggregation Plan (“EAP”) to “detail [h]ow net metered electricity exported to the distribution grid by program participants, including for group net metering, will be compensated and accounted for.” (RSA 53-E:6, II, f). Upon the submission of our EAP to the PUC we also copied Eversource, which then had an opportunity to comment on our EAP. No objection to or concern about Harrisville Community Power’s plan to offer service to net metered customers was made. The PUC approved our plan on February 6, 2023. Last week, and only in response to our complaint, Eversource finally conceded to the PUC that the utility hasn’t put the work in to provide the data and billing services we need to offer net metering.

The Legislature would be surprised to learn that (one-thousand, three-hundred and seventy-five days after Governor Sununu signed the Community Power Act into law) Eversource has prevented Harrisville Community Power from successfully enrolling net metered customers, simply because it has fallen short of its basic service obligations as a distribution utility. Here, the utility concedes that providing “individual net-metered customer import and export data, both as sales and kWh” to CPAs “would be most relevant to providing net metering offerings to aggregation customers.” (Eversource Response, p. 1)

The Town agrees, since net metering is defined as offering to “credit...or purchase the generation output exported to the distribution system from CPA customers with customer-sited

distributed generation”, as the PUC succinctly conveyed in Puc 2205.15(a). Since Eversource is refusing to tell us how much electricity net metered customers export to their distribution grid, we have no way of compensating them for their excess generation on an operational basis.

Similarly, several weeks ago, we had no way of knowing whether any individual net metering customer would save money or lose money on Community Power service (i.e., whether the supply rate discount would outweigh their foregone excess generation supply credit), which forced us to mail customer notifications stating that Harrisville Community Power would not automatically enroll any net metering customer.

We find it difficult to explain to our net metering residents the reason why their initiative in placing solar panels on their houses would cause Eversource to render them ineligible for automatically benefiting from the 20% supply rate discount their neighbors are now enjoying, contrary to the Electric Aggregation Plan approved at Town Meeting. We find ourselves in the disadvantaged and unfortunate position of discouraging our residents from installing solar panels if they also want to participate in the Plan they helped to vote into existence.

In what we cannot think of as anything other than ‘classic misdirection’, Eversource’s response indicates that it, and the other utilities, have apparently chosen to expend their recent efforts on providing Community Power aggregators with “individualized net-metered customers import and export data in kWh and sales on the 2204.03 and 2205.05 reports”, and concludes by focusing on this exercise as though it addresses the real issue. (Eversource Response, pp. 5-6)

The Commission will no doubt recall here that Puc 2204.03 and 2205.05 are intended to ensure utilities provide Community Power aggregators with the names, addresses, and other information necessary to mail notifications to and successfully enroll customers. Puc 2204.03 reports are provided prior to the launch of a Community Power program, to enable notifications to be mailed to all utility customers, whereas Puc 2205.05 reports are provided after the launch of a Community Power program and contain information regarding the (residual) “customers that are then currently on utility default service” so that they can be properly notified and enrolled.

In other words, Eversource’s proposal here is — expressly — to not provide Harrisville Community Power with the data and billing services necessary to offer net metering to our customers. Rather, the utility is only offering to provide us with the data that we could analyze to identify which net metered customers on Eversource’s default service *might* save money by being enrolled onto Community Power (i.e., the customers for whom the savings from a lower supply rate might outweigh the net metering supply credit for excess generation they’d be forced to forego after becoming a Community Power customer).

Unbelievably, Eversource apparently expects the PUC to reward the utility for their continued disservice: “[Eversource] is currently developing cost estimates... [and] will update the Commission when the cost estimate/scope of work/estimated timeline is finalized and it is fully prepared to perform that work to implement this additional functionality at the direction of the Commission.” (Eversource Response, p. 5-6)

Eversource should be told to send these cost estimates to the investors who own the utility, and who presumably have some say in who runs their monopoly enterprise.

Regarding the particulars of how the utility has managed to interpret the PUC’s 2200 rules in a manner that categorically fails to fully implement RSA 53-E — and their corresponding, dependent claim of being “compliant” while simultaneously foreclosing net metering service for Community Power aggregators — the Town defers to our power agency, the Community Power Coalition of New Hampshire (CPCNH), which has written the response appended below.

The Town submitted its Complaint on its own behalf and, more particularly, on behalf of residents in Harrisville who do or will want to participate in Community Power as net metered customers able to gain value for their export of excess power to the grid. We think this reflects policy as already expressed in laws and regulations, and it is in the public good. We are most interested in seeing this authority enabled at the very earliest time possible.

We continue to rely on our power agency, CPCNH (of which the Town was one of twelve founding members, and which now operates with the combined authority of thirty-two municipalities) for information as to why this feature could not be provided at the launch of our Community Power program. Generally, we understood that was because Eversource would not agree to provide meter data showing exports to the grid (‘negative usage’) and related billing services for net metered customers of Community Power on a monthly basis.

Going forward, we will rely on CPCNH for any further input to the PUC about dealings with Eversource regarding this information and/or other delays or impediments to Community Power. To that end, the attached addendum references formal complaints being filed by CPCNH with the PUC and NH Department of Energy on this and related matters concerning Eversource’s noncompliance and Harrisville hereby asks the PUC to incorporate the addendum into this reply to Eversource’s response to our complaint in this matter.

We request that the PUC treat this matter as one of great importance, where any unreasonable delays will interfere with our Town’s authorized Electric Aggregation Plan, which is so widely supported by our residents. For administrative efficiency, and with the aim of providing the PUC with ‘all the facts’ relevant to Eversource’s violations prior to passing judgment upon the utility, the Town of Harrisville will not object to the record in this complaint and its ultimate resolution being subsumed and transferred to the broader complaint being brought by CPCNH.

Thank you very much for the PUC’s prompt and decisive attention to this matter.

Respectfully submitted,

*/s/ Andrew Maneval*

Andrew Maneval  
Chair, Select Board  
Town of Harrisville, NH  
705 Chesham Road  
Harrisville, NH 03450

**Addendum: CPCNH Reply to Eversource’s 5/1 Response**

**HARRISVILLE**  
NEW HAMPSHIRE  
EST. 1870



New Hampshire's First Community Power Town



**COMMUNITY  
POWER COALITION  
OF NEW HAMPSHIRE**  
*For communities, by communities.*

IR 22-076  
CPCNH Attachment 2  
Exhibits to Complaint to PUC re: PSNH/Eversource  
Community Power Coalition of NH  
PO Box 840  
Concord, NH 03302  
[www.CommunityPowerNH.gov](http://www.CommunityPowerNH.gov)

May 8, 2023

**RE: DE 23-047 Reply to Eversource’s 5/1/23 Response to Town of Harrisville Complaint**

**Introduction**

As the Town of Harrisville has indicated, CPCNH is separately finalizing complaints against Public Service Company of New Hampshire, d/b/a Eversource (“Eversource”), documenting substantive noncompliance with RSA 53-E and Puc 2200 rules, for imminent submission to the Commission and Department of Energy.

One such area of substantive noncompliance, and the focus of Harrisville’s complaint, relates to ensuring equitable access to and nondiscriminatory provision of competitive supply to customer-generators. In brief:

- ⚡ The utility has failed to provide rate-ready (‘complete’) consolidated billing services permitting Community Power aggregators (“CPAs”) to credit customer-generators for the supply component of the electricity they export to the distribution grid, in excess of their onsite usage, each month.
- ⚡ The utility has also refused to acknowledge its obligation to provide such excess generation data, both prior to initiation of supply service (in the provision of Puc 2204.02 data), for the purposes of forecasting and the design of net metering programs, and after CPAs become operational, by enabling the financial accounting, crediting, billing, and customer engagement services that a net metering program entails.
- ⚡ The failure on Eversource’s part to provide excess generation data also:
  - Forecloses the ability of CPAs to elect the utility’s passthrough billing services, which would otherwise permit the issuance of separate supply bills to net metered customers directly — thereby circumventing the current limitations of the utility’s ‘complete’ consolidated billing service; and
  - Precludes the option of electing bill-ready consolidated billing (were Eversource to enable this service, as required by Puc 2205.16(d)(1), which would allow CPAs to calculate customer charges for the utility to present on customer bills, thereby maintaining the customer convenience of receiving a single bill while enabling CPAs to offer more innovative rates and services to customers (without the inherent limitations that come with being required to rely on the utility to compute charges using a single rate).

CPCNH concurs with Harrisville that resolving the Town’s complaint via incorporation into our forthcoming complaint, brought on behalf of our Membership (of which the Town is a founding municipality), would be both administratively efficient and allow for more holistic consideration of the challenges that CPAs are encountering vis-à-vis Eversource.



## **Summary of Eversource's Reply**

Turning to Eversource's response to the Town's complaint:

- ✦ The utility correctly surmises that “the crux of the Town’s complaint is that Eversource is not providing information to aggregations that it is required to provide” and then asserts, in its defense, that the utility is “complying with all rules requiring the provision of net metering data and is not in violation of any rule or statute regarding the provision of net metering data...” (Eversource Response, p. 2).
- ✦ As a general explanation, the utility asserts that Puc 2200 rules “have relatively limited requirements for providing net metered data” which do not, in Eversource’s view, require the utility to provide “individual net-metered customer import and export data” to CPAs (Eversource Response, p. 1)
- ✦ Most specifically, Eversource explains that it is currently limiting the provision of “import and export data of customer-generators” required pursuant to Puc 2203.02(d) in response to requests submitted under “Puc 2203.02” — note here that utility should have properly cited to Puc 2203.02(a), the rule which allows Electric Aggregation Committees to request aggregate class-level usage and account data, typically prior to drafting Electric Aggregation Plans, from utilities). (Eversource p. 6)  
Eversource further observes that “Puc 2203.02(d) does not indicate that it applies outside the aggregated data supplied under Puc 2203.02” and explains that this is the basis for “the Company’s interpretation that the provision of net metering [import and export] data is limited to [responding to committee requests submitted pursuant to 2203.02(a)].” (Eversource Response, p. 6)

## **Eversource's Defense has No Merit**

Eversource's defense appears to be that the Commission fell short of its statutory obligation, pursuant to RSA 53-E:7, X, to adopt rules to implement RSA 53-E.

As this relates to Eversource's refusal to provide the data and billing services to CPAs to enable them to fully serve net metered customers, the utility is suggesting that the Commission failed to ensure equitable access to and nondiscriminatory provision of Community Power service to customer-generators — which is now causing financial harm, through foregone rate savings, for this customer group.

Relevant here is that the utility's justification for limiting a CPA's access to “import and export data of customer-generators” is entirely predicated on their interpretation that Puc 2203.02(d) is only applicable as one of the data fields required in reports requested by Electric Aggregation Committees (which, as context, has no practical use outside of generally informing the early stages of drafting an Electric Aggregation Plan).

The utility's interpretation is without merit. As detailed below, during the rulemaking this issue was explicitly discussed:

1. Eversource, Unutil Corporation, and Liberty Utilities proposed modifying the definition of Puc 2203.02(d), to align with reporting requirements pursuant to Puc 2203.02(a).
2. CPCNH's comments in response opposed the change on the basis that modifying Puc 2203.02(d) as the utilities had proposed would conflict with and foreclose data access for CPAs under Puc 2204.02(2) and Puc 2205.13(a)(7) — explicitly because Puc



2203.02(d) was being relied upon to provide the description of what constituted “usage data” for all Puc 2200 rules.

3. The Commission disregarded the joint utilities and adopted CPCNH’s proposed description of usage data in Puc 2203.02(d) — which explicitly reinforced and served to further clarify the requirement that all “usage data” provided by utilities to CPAs necessarily included “exports to the grid from customer generators”.

The Commission’s intent here was clear and served to ensure that Puc 2200 rules implemented RSA 53-E requirements.

It is Eversource that has fallen short of their obligations — and this is now the second time that CPCNH has explained to Eversource, in front of the Commission, how to comply with Puc 2203.02(d) reporting requirements.

### **Overview of Puc 2203.02**

As general context, Puc 2203.02, “Request for Usage Information from Utilities”, contains seven rules that either (1) enable Electric Aggregation Committees to request high-level usage data by customer class from utilities, or (2) describe key terms concerning the provision of all utility data under Puc 2200 rules generally — as follows:

- ⚡ The process for a committee to request data of the utility is provided for under Puc 2203.02(a), with related provisions pursuant to Puc 2203.02(b), (e), (f) and (g).
- ⚡ The requirements applicable to utility provision of data under Puc 2200 rules generally are Puc 2203.02(c), which defines “rate class”, and 2203.02(d), which expressly requires that “all usage data provided by the utility shall include consumption power delivered to customers and exports to the grid from customer generators in kWh for each reported interval.”

Additionally relevant here is that:

- ⚡ Puc 2203.02(b), (e), (f) and (g) clearly make explicit reference as being applicable only to the committee data request process under Puc 2203.02(a) or (b).
- ⚡ Puc 2203.02(c) and (d) do not reference or limit their application to the Puc 2203.02(a) data request process.
- ⚡ Both “rate class” and “usage data”) are key terms used in multiple places throughout the rules but are only described or defined in Puc 2203(c) and (d).

The apparent reason why both terms were described under section Puc 2203.02 is simply because this section happens to be where these terms are first used in the body of Puc 2200 rules. There is no description of what constitutes “usage data” anywhere else in the rules, except with regard to which periods of time usage data is to be provided such as for the number of months and for each reported interval.

### **Puc 2203.02(d): Explanatory Comments and Commission Decision**

During the rulemaking, it was explicitly understood that all references to “usage data” in Puc 2200 rules included excess generation usage data for customer-generators, in accordance with the description provided under Puc 2203.02(d). This was apparent and assumed throughout the deliberative process held amongst stakeholders.



The comments submitted by CPCNH, in response to the utilities, that addressed this issue, along with the Commission's adoption of CPCNH's proposed language, are excerpted and explained in context below:

***Eversource, Unital, and Liberty propose changes to Puc 2203.02(d)***

The joint utilities initially proposed modifying the text of Puc 2203.02(d) as shown below (NH Utilities, Opening Comments, Attachment, p. 3)<sup>1</sup>:

**2203.02[d]**<sup>2</sup> All customer usage data provided by the utility shall include consumption and exports to the grid in kWh for each reported **monthly** interval.

Here, the utilities' proposed change would have been acceptable only if Puc 2203.02(d) were solely applicable to the data provided to committees under Puc 2203.02(a) — because the usage data provided to committees is aggregated by month in accordance with Puc 2203.02(b)(1), which requires utilities to provide a high-level report containing:

“The most recent 24 months of monthly usage data if available, or 12 months otherwise, for each customer rate class, aggregated and sorted by whether the customers were taking competitive electric power service or utility default service for each such month.”

***CPCNH explains that Puc 2203.02(d) describes what constitutes “usage data” under all Puc 2200 rules***

In response, CPCNH directly addressed and recommended against adopting the NH Utilities proposed change (CPCNH Reply Comments, p. 15)<sup>3</sup>:

**2203.02[d]** The NH Utilities suggest inserting the word "monthly" before interval. For this section of the rules that is not necessary as 2203(b)(1) clearly states that the usage data is "monthly usage data," though just to be sure the word "reported" could be inserted in front of "monthly usage data in 2203(b)(1). Referencing the "reported interval" more generically is important for 2204.02[a](2) and 2205.13(o) (in the initial proposal, or 2205.13(a)(7) in a recommended revision detailed below) where hourly interval data that is used for load settlement is very important in cost effective pricing of power due to load shape impacts and as a potential billing determinant for customers and to inform demand side management and rate innovation offerings. NHEC raises a concern because of how they uniquely define "consumption." To clarify and make more generic we suggest amending this section to read:

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<sup>1</sup> Found at Tab 25 in the docketbook for DRM 21-142: under “Initial Proposal Redline Comments” at <https://www.puc.nh.gov/Regulatory/Docketbk/2021/21-142.html>

<sup>2</sup> Note that the language of Puc 2203.02(d) in the final adopted rules was previously under Puc 2203.02(c) in the PUC's initial and final draft proposed rules,

**As such, prior references to “Puc 2203.02(c)” in the rulemaking citations and excerpts herein are written as “Puc 2203.02[d]” for the sake of clarity.**

<sup>3</sup> At Tab 36 in [DRM 21-142](#). These reply comments were joined by the Office of Consumer Advocate and Clean Energy New Hampshire.



(c) All customer usage data provided by the utility shall include **consumption power delivered to customers** and exports to the grid **from customer-generators** in kWh for each reported interval.

As explained above, the description of what constitutes “usage data” in Puc 2203.02[d] applies wherever the term “usage data” was employed in Puc 2200 rules, which is why the description couldn’t be limited to “monthly usage data” as the utilities proposed — because doing so would have inadvertently conflicted with and constrained the data reporting requirements provided for by Puc 2204.02(2) and Puc 2205.13(a)(7), both of which require utilities to report “usage data” to CPAs for each reported interval (which can be hourly or time-of-use periods, not just monthly intervals as the utilities recommended here). Note also Puc 2204.02(2), under which utilities provide CPAs with anonymized customer-specific “usage data in kWh for each reported interval” prior to launch; and

***The Commission adopts CPCNH’s proposed description of what constitutes “usage data” for Puc 2203.02(d)***

As seen in the final adopted rule, the Commission disregarded the utilities in favor of adopting CPCNH’s proposed description of what constitutes usage data in Puc 2203.02(d):

**Puc 2203.02(d)** All customer usage data provided by the utility shall include consumption power delivered to customers and exports to the grid from customer generators in kWh for each reported interval.

In so doing, the Commission explicitly reinforced and served to further clarify the requirement that “**all customer usage data provided by**” utilities to CPAs was to include both “power delivered to customers” as well as “exports to the grid from customer generators”.

**Eversource’s “Cost Proposal” is Imprudent**

During the rulemaking process, NHEC detailed their limitations and concerns regarding the provision of various data and billing services required to enable net metering for CPAs and the fact that they were exempt from the provisions of RSA 362-A:9 generally and RSA 362-A:9, II specifically. The issues were resolved with the Commission’s subsequent adoption of CPCNH’s proposed language for Puc 2201.02(b) and Puc 2201.03(b) in final rules.

The utilities did raise system configuration and cost concerns (in a broad fashion, i.e., without useful explication) as a potential barrier to the full provision of data required in the initial proposed draft rules — particularly pursuant to Puc 2205.13 (regarding the individual customer data provided to CPAs on an operational basis after the program launches). However, the Commission adopted final rules — based on language proposed by CPG, CPCNH, OCA, and CENH — that only required utilities to provide data that was clearly necessary to implement RSA 53-E requirements, and which the utilities properly should be expected to provide, while allowing for provision of additional data types “when known and if readily available” from the utility.



At the time, the Commission and stakeholders understood that the utilities' concerns had been addressed. The Department of Energy's Reply Comments reflect this understanding:

"The DOE also acknowledges the many comments submitted jointly by the three regulated electric distribution utilities and separately by New Hampshire Electric Cooperative, Inc. that question the relevance and need for certain data and information sought by CPCNH and others, as well as the current feasibility of providing that data and information without **potentially expensive and time-consuming system upgrades and process modifications**. Those concerns **are mitigated to a significant extent by the "if known and readily available" qualifying language that appears in many of the rules provisions requiring utility data releases**. See, e.g., Puc 2203.02(b)(3), Puc 2204.02(a), and Puc 2205.13." (DOE Reply Comments, pp. 1-2)

CPCNH therefore considers Eversource's inability to provide basic data and billing functions to support CPA net metering to be inexplicable, and their expectation of seeking future cost recovery thereof to be unacceptable.

At no point did Eversource — the largest distribution company in NH — disclose that it was going to completely foreclose net metering for CPAs, by refusing to provide the data in its possession or non-discriminatory access to the billing services required for CPAs to successfully enroll and provide net metering credits for customer-generators. Nor has the utility sought a waiver in the intervening months — during which time, CPCNH has already launched and enrolled customers in eleven of its member's CPAs — for anything other than a minor rule (because they can only provide customer arrearages on a current month rather than historical month basis) that is utterly inconsequential in comparison to their disregard of significant portions of Puc 2200 rules. These and other areas of substantive noncompliance will be further documented in our forthcoming formal complaints.

CPCNH appreciates the fact that Eversource has recently been able to flag customers who net meter in their Puc 2204.03 reports and will do so with Puc 2205.05 reports that are used to mail notices and enroll customers, along with providing meter read cycle, which allows enrollment of large blocks of customers to be spread out based on meter read dates. However, that only occurred after we explained that the utility would be responsible for causing financial harm to their net metered customers if they didn't flag them for us so we could avoid automatically enrolling them as a work around given the utility was for lack of necessary meter data to serve them.

The fact that Eversource, as the Town of Harrisville has already explained, is now proposing to focus their efforts on incorporating net metering excess generation data onto the customer contact list reports that are used to mail notices and enroll customers (2204.03 & 2205.5) — instead of working on actually complying with extant requirements that are intended to actually enable net metering data and billing services for operational CPAs — is plainly imprudent.

### **Eversource is Attempting to Relitigate the Puc 2200 Rulemaking**

As the Puc 2200 rulemaking record herein makes clear:

- ✦ Eversource previously attempted to change the text of Puc 2203.02(d), in a way that would have aligned it specifically with the data reporting requirements to committees pursuant to Puc 2203.02(a).
- ✦ CPCNH previously explained to Eversource why this was improper, given that Puc 2203.02(d) obligates the utility to include excess generation data for customer-generators when reporting usage data to CPAs pursuant to Puc 2204.02(a)(2) and Puc 2205.13(a)(7) as well.
- ✦ The Commission previously disregarded Eversource's recommendation and adopted CPCNH's proposed description of what constitutes usage data as Puc 2203.02(d).

Eversource is now trying to relitigate the Puc 2200 rulemaking on an issue the Commission has already settled.

### **Conclusion**

Eversource's reply to Harrisville's complaint contains various citations and claims that CPCNH may incorporate into its forthcoming complaint. We do not address all of them here, in part because explaining why most of them appear to be beside the point would require significant explication, but primarily because our response has demonstrated that Eversource's singular assertion in their complaint response, upon which their broad claim of "full compliance" is based, is entirely without merit.

However, there are additional aspects of Eversource's failure to support net metering for CPAs that are relevant to the Commission's resolution of this complaint, which CPCNH will bring forward shortly in our complaint.

As a former legislator and PUC Commissioner, I take strong exception with how the company has attempted to shift fault to the Legislature and Commission for the utility's acts of noncompliance, (bordering on open defiance at this stage), underscored by the fact that their best argument was apparently to play dumb on what the description of "usage data" entails — as though the Commission, CPCNH, and other stakeholders in the rulemaking, had somehow spent many months informally drafting and then formally finalizing rules while somehow forgetting that net metering data was needed for CPAs to exercise their statutory right and obligation to provide terms and conditions for serving net metered customers.

While it is true that the terms "rate class" and "usage data" might have been better placed under the definition section of the rules (perhaps a consequence of a complex negotiation and drafting process), I feel compelled to point out here, because of the gravity of Eversource's assertion, that this is the second time I have sent a response to the same company staff explaining that Puc 2203.02(d) defines "usage data" wherever the term is used throughout Puc 2200 rules, because Eversource's reply to Harrisville, and the utility comments proposing to amend Puc 2203.02(d) during the rulemaking, came from the same person.

After reviewing the record of the Puc 2200 rulemaking, and given the matter at hand, I think it more than fitting to draw upon CPCNH's conclusion from our Reply Comments in DRM 21-142 here:



Extending the benefits of competition to the ‘mass market’ of residential and small commercial customers — and animating New Hampshire’s broader retail choice market in the process — is a relatively straight-forward process from our perspective.

Community Power Aggregations represent a ready means to break the regulated utilities’ monopoly over the provision of default supply. **Provided that the utilities are made to disclose sufficient data in a timely fashion**, CPAs will be able to arrange for the credit support and services required to structure and actively manage diversified portfolios of financial and physical energy products on a competitive basis while structuring rates for default service and **net metered customers** reflective of cost causation. . . .

**Past this point, the ability of CPA programs to effectively innovate and create new value**— in regard to time varying rate structures and new billing options, enabling services that assist customers in adopting and utilizing intelligent energy technologies and services, and a wave of capital investments in customer- and community-sited distributed energy resources of every kind — **hinges upon the ability of CPAs to be afforded fair and “open access” to the retail customer network functions (chiefly metering, data management and billing) that New Hampshire’s distribution utilities own and operate on behalf of all ratepayers.**

New Hampshire is at a fork in the road: we are confident that our proposed rules will fulfill the Legislature’s intent and secure a more resilient, locally determined, and cost-effective clean energy future for the state as a whole, whereas **the distribution utilities’ recommendations will perpetuate their apparent disregard of complying with long-standing state policy and PUC precedent.**

We petition the Commission to adopt our recommendations, in order to secure our communities’ energy future in alignment with the Electric Utility Restructuring Act (RSA 374-F).

**We additionally urge the Commission to consider taking proactive steps** — which are long overdue, from our perspective, such as reconvening the EDI Working Group — **to modernize the competitive market and ensure that Community Power Aggregators and Competitive Electricity Powers Suppliers are able to create new value for customers** in the context of the increasingly-rapid pace of technological change and market disruptions taking shape across all organized electricity markets.

Respectfully submitted,

Community Power Coalition of New Hampshire

By: Clifton Below

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**BEFORE THE DEPARTMENT OF ENERGY  
STATE OF NEW HAMPSHIRE**

**Case or Docket No. 23-\_\_\_\_\_**

**COMMUNITY POWER COALITION OF NEW HAMPSHIRE**

**Complaint Against**

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

June 13, 2023

NOW COMES the Community Power Coalition of New Hampshire (CPCNH or the “Coalition”), a non-profit corporation operating as a governmental instrumentality of 34 subdivisions of the State of New Hampshire<sup>1</sup> pursuant to RSA 53-A and 53-E and COMPLAINS that Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” or “PSNH”) is in violation of Public Utilities Commission Order No. 22,919 (5/4/98), RSA 362-A:9, II, RSA 53-E:3, and RSA 374-F:3, XII(c) as well as the express intent of RSA 374-F and petitions the Department for redress of the ongoing harm caused to the Coalition, its Members, and their prospective customers by Eversource’s lack of compliance with these laws and PUC Order.

This complaint petition is made pursuant to RSA 365:1<sup>2</sup> regarding Eversource’s acts and omission of actions needed to comply with these laws and PUC order, which act and omissions have substantially delayed the launch of the Coalition’s power supply service (thereby foregoing

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<sup>1</sup> City of Lebanon, Town of Hanover, City of Nashua, Cheshire County, Town of Harrisville, Town of Exeter, Town of Rye, City of Dover, Town of Warner, Town of Walpole, Town of Plainfield, Town of Newmarket, Town of Enfield, Town of Durham, Town of Pembroke, Town of Hudson, Town of Webster, Town of New London, City of Portsmouth, Town of Peterborough, Town of Canterbury, Town of Wilmot, Town of Sugar Hill, Town of Hancock, Town of Westmoreland, Town of Shelburne, Town of Brentwood, Town of Boscawen, City of Berlin, Town of Randolph, Town of Lyme, Town of Rollinsford, Town of Stratham and Town of Newport.

<sup>2</sup> RSA 365:1 “**Complaint Against Public Utilities.** – Any person may make complaint to the department of energy by petition setting forth in writing **any thing or act claimed** to have been done or **to have been omitted by any public utility in violation of any provision of law**, or of the terms and conditions of its franchises or charter, **or of any order of the commission.**” [emphasis added]

A complementary complaint is being filed at the PUC under the Commission’s authority pursuant to RSA 53-E:7, X and Puc 2205.12 concerning disputes between a CPA and a utility, and lack of compliance with the Puc 2200 rules and RSA 53-E. It is not clear that the Commission’s authority to hear and decide complaints extends to those concerning acts or omission of acts pursuant to other statutes and PUC orders, at least not in the first instance prior to escalation pursuant to RSA 365:4 by the Department or complainant; hence the reason why this closely related and overlapping complaint is filed with the Department of Energy.

an estimated \$4,380,000 cost savings for New Hampshire ratepayers and communities) and foreclosed the Coalition’s ability to serve Net Metered customers or to offer advanced rate structures (both of which the Coalition is capable of providing as a power agency and are key benefits for NH ratepayers receiving value for participating in the energy transition with Distributed Energy Resource).

Eversource’s non-compliance with these laws and order results in the Coalition’s CPA default service<sup>3</sup> being treated in a number of discriminatory ways, small and large, that have the effect of giving an unfair advantage to utility default service counter to the realization of these statutory and regulatory purposes and directives. RSA 374-F:3, IV provides that “*the department should monitor companies providing transmission or distribution services and take necessary measures to ensure that no supplier has an unfair advantage in offering and pricing such services.*” RSA 374-F:3, VII entitled “Full and Fair Competition” provides that “[c]hoice for retail customers cannot exist without a range of viable suppliers. The rules that govern market activity should apply to all buyers and sellers in a fair and consistent manner in order to ensure a fully competitive market.” New Hampshire ratepayers are harmed when comparable meter data, rate, and billing options are not provided to CPA default service that Eversource provides to its own default and distribution service as expected by the relevant law and PUC order. There cannot be a range of viable suppliers without access to the same information for all parties.

In support of this complaint the Coalitions states as follows:

## 1. Introduction and Overview

- 1.1. The Coalition was formed by its municipal and county members to “jointly support the implementation and operation of their respective CPAs [Community Power Aggregations] and related energy programs” (JPA p. 2) and “to jointly exercise certain powers, privileges, and authorities granted to municipalities and counties pursuant to NH RSA 33-B, NH RSA 53-E, NH RSA 53-F, and NH RSA 374-D (and by reference NH RSA 33), all in accordance with NH RSA 53-A.”

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<sup>3</sup> RSA 374-F:2, I-a. states that “**Default service’ means electricity supply that** is available to retail customers who are otherwise without an electricity supplier and are ineligible for transition service and **is provided by electric distribution utilities under RSA 374-F:3, V or** as an alternative [sic], **by municipal or county aggregators under RSA 53-E.**” RSA 53-E:6, III(c) requires electric aggregations plans to detail “[r]ate setting and other costs to participants, including **whether energy supply services are offered** on an opt-in basis or **on an opt-out basis as an alternative default service.**” [emphasis added]



- 1.2. On March 6, 2023, CPCNH sent notice, via email, to the Commission, the NH Department of Energy (DOE), Office of the Consumer Advocate (OCA), and the 4 electric distribution utilities (EDUs) that ten CPCNH members<sup>4</sup> would commence CPA service no sooner than 45 days hence, pursuant to approved Electric Aggregations Plans (EAPs). Commencement of service notices were also sent on April 14, 2023 for 2 additional communities.<sup>5</sup>
- 1.3. The Puc 2204.02 anonymized individual customer data sets that Eversource has provided to CPCNH have thus far not included any negative usage data from Net Energy Metered (NEM) customers. Unlike the other utilities who did provide the information in the Puc 2204.02 data sets, the Eversource data only had zeros in such months when those customers presumably exported surplus power to the grid in excess of their behind the meter consumptions. This redacted or limited reporting is contrary to Puc 2204.02(a)(2) that requires the provision of monthly usage data, and Puc 2203.02(d) that requires that: “[a]ll customer usage data provided by the utility shall include consumption power delivered to customers and exports to the grid from customer generators in kWh for each reported interval.”
- 1.4. Upon further inquiry CPCNH learned that Eversource would not provide CPAs with historic or ongoing negative usage data (monthly net exports, or any hourly data where reported) for NEM customers, directly contrary to the requirements of Puc 2203.02(d), Puc 2205.05(b), Puc 2205.13(a)(7), Puc 2205.15, RSA 362-A:9, II, the Declaration of Purpose of RSA 362-A:1, and expectations of EDI standards established pursuant to PUC Order No. 22,919<sup>6</sup>.
- 1.5. Eversource has not explained how or when they will comply with Puc 2205.15(b) and RSA 362-A:9, II to account for NEM generation exported to the grid by CPA customer-generators “as a reduction to the CPA’s customers’ electricity supplier’s wholesale load obligation for energy supply as an LSE, net of any applicable line

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<sup>4</sup> City of Lebanon, City of Nashua, Town of Enfield, Town of Exeter, Town of Hanover, Town of Harrisville, Town of Peterborough, Town of Plainfield, Town of Rye, and Town of Walpole

<sup>5</sup> City of Portsmouth and Town of Canterbury

<sup>6</sup> Order No. 22,919 in DR 96-150 (DR standing for “Docket Restructuring”) “Electric Utility Industry Restructuring, EDI Working Group Report”: <https://www.puc.nh.gov/Regulatory/Orders/1998ords/22919e.html>.

*loss adjustments, as approved by the commission.*” This obligation has existed since September 15, 2020 when Chapter 21, NH Laws of 2020, went into effect.

- 1.6. Eversource has had a responsibility and obligation under New Hampshire law to provide competitive suppliers, through their EDI system or otherwise, with negative usage data for net metered customer-generators for a quarter of a century, since PUC Order No. 22,919 in DR 96-150 and [Chapter 261, NH Laws of 1998](#) became effective in 1998.
- 1.7. Furthermore, Eversource has also indicated that they do not intend to provide any Time of Use (TOU) usage data for TOU rate customers as required by the EDI Standards for New Hampshire established by Order No. 22, 919 and generally referenced in Eversource’s tariff,<sup>7</sup> as well as under Puc 2205.13(a)(7), nor to identify such customers by a TOU rate class, such as R-OTOD, R-OTOD-2, G-OTOD, and EV-2 contrary to Puc 2205.13(a)(4) and EDI standards.
- 1.8. Eversource has also indicated that they do not have the capability to allow CPAs to use their TOU rate structure to offer a TOU supply rate to TOU rate customers, as was called for and expected by PUC Order No. 22,919 and as is implicit in Puc 2205.16(c)(2).<sup>8</sup>
- 1.9. In addition to these barriers to serving NEM and TOU customers Eversource has attempted to impose additional EDI testing requirements beyond those authorized by the EDI standards established by Order No. 22,919, threatening unnecessary delay in the launch of Coalition CPA services. After CPCNH’s open letter of 4/20/23 to Eversource’s management concerning their obstacles to our successful launch they did reverse course and drop the redundant EDI testing requirements for each municipality that served no practical purpose, an accommodation that we did

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<sup>7</sup> For example, under NHPUC NO. 10, Electricity Delivery, Public Service Company of New Hampshire DBA Eversource Energy, “TERMS AND CONDITIONS FOR ENERGY SERVICE PROVIDERS” ¶2(a) at p. 32: “(a) Customer Usage Data[:] Suppliers will be provided with monthly usage data, at no charge, via an EDI transaction in accordance with the guidelines adopted by the Commission.”

<sup>8</sup> Puc 2205.16(c)(2) provides in relevant part that “[t]erms and conditions provided by the utility for CPA billing services shall . . . (2) Allow a CPA to define on-peak, mid-peak, and off-peak periods or other pricing options and rate structures that are different from those defined in the utility’s applicable tariffs on file with the commission . . . provided that: . . . incremental costs incurred to provide any special . . . billing system modifications shall be assigned to and paid by the CPA. . . .” Thus, the rule assumes that if such temporal periods for the provision of meter data are the same as those defined in the utility tariff (and thus available for use in the billing system), then there should be no need for a special request and assignment of incremental costs to modify such time periods.



and still do very much appreciate as it narrowly averted tens of thousands of customer enrollments from being delayed into June instead of May that would have resulted in millions of foregone customer and community savings.

## 2. Eversource’s treatment of Net Metering is contrary to both NH law and PUC orders.

2.1. Eversource’s non-compliance with Puc 2200 rules makes it infeasible for CPCNH to enroll NEM customers successfully and to serve them responsibly as many of them would likely be financially harmed by losing the value of their net exports to the grid. Thus, Eversource continues an effective 25-year monopoly on the provision of net metering and TOU rate options contrary to legislative intent in RSA 374-F, RSA 362-A:1, RSA 362-A:9, II, and RSA 53-E and regulatory intent in NH PUC Orders 22,514<sup>9</sup>, 22,875<sup>10</sup>, and 22,919.

2.2. Eversource’s monopolization of the provision of net metering through control of the metering data and refusal to supply negative usage data along with positive usage data as either part of Puc 2204.02 anonymized individual default service customer

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<sup>9</sup> 82 NH PUC 122, Re Statewide Electric Utility Restructuring Plan, DR 96-150, Order No. 22,514, (2/28/97) out of which the EDI Working Group was established in the plan context where the PUC noted the following:

- “the regulated status of distribution companies raises the possibility that such companies will utilize their privileged position to exercise market power.” (at 137)
- “innovation and the introduction of new products should be stimulated as competitors vie for market share.” (at 148)
- “As recognized by 374-F:3, III, to provide customers with meaningful choices, vertically integrated utilities must unbundle their retail services into generation, transmission, and distribution sub-components.” (at 149)
- “Allowing retail customers the freedom to choose among power suppliers will promote economic efficiency” (at 150).
- “Successful large scale implementation of retail access will require, according to GSEC, the use of Electronic Data Interchange (EDI) standards to support all necessary data transactions, although it concedes many of these standards are not yet available. We accept the advice of GSEC on this matter and direct it to submit a proposal, within the timeframe established in Appendix B, to establish a data transfer working group which would prepare recommendations on appropriate EDI standards.” (at 154)

<sup>10</sup> PUC DR 96-150, Order On Requests For Rehearing, Reconsideration And Clarification, [Order No. 22,875](#) 3/20/98: “our delegated mandate is to promote competition not to perpetuate monopolies. As the New Hampshire Supreme Court stated:

...[L]egislative grants of authority to the PUC should be interpreted in a manner consistent with the State’s constitutional directive favoring free enterprise. Limitations on the right of the people to ‘free and fair’ competition” ... must be construed narrowly, with all doubts resolved against the establishment or perpetuation of monopolies. RSA 374:26 thus should not be interpreted as creating monopolies capable of outliving their usefulness.

Appeal of PSNH, 141 N.H. 13, 19 (1996) (emphasis added) (internal citation omitted).” (at 23-24)

data or on an ongoing basis for customers of CPAs pursuant to RSA Puc 2205.13(a)(7) and EDI standards and their lack of notice on when the company will implement a business process to comply with RSA 362-A:9, II combined with Eversource's significant default service Net Energy Metering tariff costs to all distribution system ratepayers through their NEM adder<sup>11</sup> and the nonbypassable Stranded Cost Recovery Charge (SCRC) constitute an omission, a failure act, contrary to their ongoing obligation under RSA 364-F :3, XII(c): ***“Utilities have had and continue to have an obligation to take all reasonable measures to mitigate stranded costs.”*** This is an affirmative continuing obligation of Eversource to take all reasonable measures to mitigate the expected \$21 million in NEM costs charged to customers through their SCRC.<sup>11</sup> It would certainly be reasonable for Eversource to enable competitive suppliers and CPAs to serve net metered customers to minimize this arguable cost burden on Eversource's non-NEM customers given they are being charged SCRC. Based on our experience a great many customers would switch to CPA service on both an opt-in and opt-out basis to receive the benefits of lower cost default service through CPCNH and by doing so would reduce the need for Eversource to continually add to their calculated cost of serving NEM.<sup>12</sup> Enabling CPA's to effectively serve NEM customers, as all the approved EAPs to date indicated they would like to do, would clearly mitigate those Eversource stranded costs and benefit NEM customers that wish to move to a CPA.

- 2.3. Eversource has known or should have known that municipalities launching supply services through CPCNH expected to be able to serve their utility default service NEM customers as their alternative default service provider as the State granted them authority

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<sup>11</sup> Authorized in DE 20-136 in Order No. 26,450, the NEM SCRC adder includes all of the cost of the payments and credits Eversource makes for NEM exports to the grid (“customer sales”), including to group hosts. The currently approved adder is \$0.0414/kWh designed to recover over \$21 million in payments to NEM customers from January 2023 through January 2024 and over \$10 million in prior period NEM expenditures to purchase exported power from NEM customers. See Order No. 26,768 in DE 22-039 and Exhibit 3, Attachment MBP-9 at Bates pp. 56-57.

<sup>12</sup> The number of NEM customers on default service that might be served by CPAs launching this spring is not insignificant, on the order of 2% of all default service customers or about 1,100 customer-generators on default service in the 9 communities served by Eversource that the Coalition is launching this spring: Nashua-578, Portsmouth-153, Peterborough-125, Rye-110, Canterbury-51, Harrisville-40, Plainfield-35, and Hanover and Enfield - 3 each. (Canterbury, Plainfield, Hanover, and Enfield are primarily served by other distribution utilities.)

to so do under RSA 362-A:9, II, RSA 53-E generally, and RSAs 53-E:3 and 53-E:6, III(c) and (f) specifically, simply because such intentions were clearly stated<sup>13</sup>, and detailed<sup>14</sup>, in most of the Electric Aggregation Plans filed with the PUC, OCA, DOE, and Eversource and subject to Eversource’s comment on the extent of the Plan’s compliance with statute and rules pursuant to RSA 53-E:7, II. The inability to do so has economically harmed the community members who are not able to operate as NEM CPA customers and has left municipalities in the unenviable position of explaining why and without the ability to provide meaningful solutions.

2.4. RSA 53-E:3 provides as follows:

**“Municipal and County Authorities. –**

Any municipality or county may:

I. Aggregate the retail electric customers within its boundaries who do not opt out of or who consent to being included in an aggregation program.

II. (a) Enter into agreements and provide for energy services, specifically:

(1) The supply of electric power and capacity.

(2) Demand side management. . . .

(b) Such agreements may be entered into and such services may be provided by a single municipality or county, or by a group of such entities operating jointly pursuant to RSA 53-A.”

2.5. RSA 53-E:6 requires municipalities to develop and approve electric aggregation plans before implementing aggregation programs that must address certain issues such as in subsection III: *“(c) Rate setting and other costs to participants, including whether energy supply services are offered on an opt-in basis or on an opt-out basis as an alternative default service.”* And *“(f) How net metered electricity exported to the distribution grid by program participants, including for group net metering, will be compensated and accounted for.”*

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<sup>13</sup> For example, as stated in the Town of Rye’s Electric Aggregation Plan (EAP) at 28 in compliance with RSA 53-E:7, II: **“Rye Community Power intends to provide new rates and terms that compensate participating customer-generators for the electricity supply component of their net metered surplus generation.**

<sup>14</sup> Exhibit A is an example of the explanation of existing net metering and how Community Power would serve those default service NEM customers which was filed with the PUC and Eversource pursuant to RSA 53-E:7, II on or about 1/7/22 in [DE 22-001](#) as Attachments 5 and 6 to the [Town of Rye’s EAP](#).

- 2.6. In order to account for and compensate net metered electricity exported to the distribution grid by community power program participants the CPA will have to know those quantities, simply known as negative usage. This is metering data, half of the netting equation opposite positive usage, which Eversource has not provided and exclusively controls as a State franchised monopoly and contrary to properly adopted PUC rules<sup>15</sup> required by RSA 53-E:7, X, by its acts of omission, is thwarting implementation of properly approved EAPs, causing unnecessary customer confusion and consternation, and failing to meet their statutory obligation to take all reasonable measures to mitigate stranded costs under RSA 364-F :3, XII(c).
- 2.7. Complying with PUC rules and enabling statutory authorities of subdivisions of the state would allow Eversource to completely or nearly completely mitigate any and all claimed “stranded costs” created by payments for the exports to the grid by NEM default service customers and being paid by all Eversource customers. By complying with PUC rules and providing the data needed for their NEM customers to become CPA customers on an opt-out basis Eversource will reduce the SCRC charge from what it will otherwise be by not complying with the law and the rule, mitigating the financial burden caused by the SCRC to both NEM and non-NEM Eversource customers.
- 2.8. Furthermore, under RSA 53-E:7, II, *“after an aggregation plan is duly approved the electric distribution utility or utilities serving an adopting municipality . . . shall provide to such municipality . . . for such customers on utility provided default service, . . . any other information necessary for successful enrollment in the aggregation.”* The PUC rules anticipated that some information not addressed in the rule may be needed for a successful enrollment but they did not anticipate the impact of a utility not complying with parts of the rule would have on whether enrollments could be successful. Coalition CPAs cannot successfully enroll NEM customers because they cannot serve them in accordance with their legislative body

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<sup>15</sup> For example, Puc 2203.02 (d) broadly requires that: “[a]ll customer usage data provided by the utility shall include consumption power delivered to the customers and exports to the grid from customer generators in kWh for each reported interval.”

and PUC approved EAPs and pursuant to their statutory authority resulting in likely significant financial harm NEM customers if they were enrolled in a CPA program before Eversource is able to comply with the PUC rules and relevant laws.

- 2.9. Related, CPAs cannot successfully enroll or serve NEM customers, without assurance from Eversource as to if, when, and how they will comply with the provision in RSA 362-A:9, II that requires that “*generation output exported to the distribution grid from eligible customer-generators [of community power aggregations] . . . shall be accounted for as a reduction to the customer-generators' electricity supplier's wholesale load obligation for energy supply as a load service entity*”. Eversource’s ability to comply with this law is critical to the economics of serving and successfully enrolling NEM customers for which RSA 53-E grants authority to CPAs as stated in RSA 362-A:9, II:

*“Nothing in this paragraph shall be construed as limiting or otherwise interfering with the provisions or authority for municipal or county aggregators under RSA 53-E, including, but not limited to, the terms and conditions for net metering.”*

### **3. The Origins of Net Metering and RSA 362-A:9, II and implications for Eversource’s omitted actions.**

- 3.1. In the spring of 1996, New Hampshire became the first state in the nation to enact electric utility restructuring legislation calling for a separation of the monopoly distribution utility function from the power generation and supply function that was to transition to a competitive market to be implemented pursuant to a statewide restructuring plan to provide for electric supply choice for all retail customers. Importantly, the Legislature explicitly recognized the vital roles of customer choice, renewable energy, and self-generation in achieving this transformation of the retail state's electricity markets. *See* RSA 374-F:3, II. The primary purpose in restructuring the electric utility industry was to “*reduce costs for all consumers of electricity by harnessing the power of competitive markets.*” RSA 374-F:1, I. This legislative purpose was fully consistent with New Hampshire's Constitution, which expresses the state's “*fundamental preference for free enterprise.*” *Omni Communications*, 122 N.H. at 862 (citing N.H. Const. art. 83, pt. II). In light of this constitutional mandate, the bill provided that competitive markets should “*provide*

*electricity suppliers with incentives to operate efficiently and cleanly, open markets for new and improved technologies, provide electricity buyers and sellers with appropriate price signals” among other goals. RSA 374-F:1, II. In turn RSA 374-F:3, II emphasized the paramount role of customer choice, and specifically provided that; “[c]ustomers should be able to choose among options such as levels of service reliability, real time pricing, and generation sources, including interconnected self generation.” RSA 374-F:3, VII addressed the principle of “Full and Fair Competition” providing that “[c]hoice for retail customers cannot exist without a range of viable suppliers. The rules that govern market activity should apply to all buyers and sellers in a fair and consistent manner in order to ensure a fully competitive market.”*

- 3.2. Within 5 months after the enactment of Chapter 129, NH Laws of 1996 ([HB 1392](#)) that created RSA 374-F the prime sponsor of that legislation, the Chair of the House Science, Technology, and Energy Committee (ST&E), then Rep. Jeb Bradley, and the 2<sup>nd</sup> sponsor of that legislation, then Rep. Clifton Below, became, respectively, the second and prime sponsors of HB 485, introduced in January 1997, to create net metering as an option and supply choice for retail customers, and to otherwise update RSA 362-A, the Limited Electrical Energy Producers Act (LEEPA), including by repealing certain provisions mandating the purchase of power from limited producers by utilities, in favor of a competitive market. As the legislative history indicates, Gary Long, a former President of Public Service Company of NH (PSNH) testified against the bill as introduced on behalf of PSNH.<sup>16</sup> This bill underwent extensive work over the course of 11 subcommittee work sessions, many or all of which were chaired by then Rep. Below as can be seen in the bill docket.<sup>17</sup> An amendment that completely replaced the original text had a public hearing on 10/17/97 and after a bit more committee work, was recommended for passage by a unanimous committee vote, followed by passage by the House on 1/15/98 and by

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<sup>16</sup> The House legislative history on HB 485 enacted as Chapter 129, NH Laws of 1998 is found here: [https://gencourt.state.nh.us/BillHistory/SofS\\_Archives/1998/house/HB485H.pdf](https://gencourt.state.nh.us/BillHistory/SofS_Archives/1998/house/HB485H.pdf). See page 18.

<sup>17</sup> [https://gencourt.state.nh.us/bill\\_status/legacy/bs2016/bill\\_docket.aspx?lsr=976&sy=1998&sortoption=chapterno&txtsessionyear=1998&txtchapternumber=0261&txtbillnumber=HB485](https://gencourt.state.nh.us/bill_status/legacy/bs2016/bill_docket.aspx?lsr=976&sy=1998&sortoption=chapterno&txtsessionyear=1998&txtchapternumber=0261&txtbillnumber=HB485)



the Senate on 5/21/98, both by voice vote, with only one vote recorded in opposition.

3.3. The amendment passed by the House and final legislation included an amended statement of purpose of RSA 362-A:1 that included the new language shown in bold italics (with emphasis added):

“362-A:1 Declaration of Purpose. It is found to be in the public interest to provide for small scale and diversified sources of supplemental electrical power to lessen the state's dependence upon other sources which may, from time to time, be uncertain. *It is also found to be in the public interest to encourage and support diversified electrical production that uses indigenous and renewable fuels and has beneficial impacts on the environment and public health. It is also found that these goals should be pursued in a competitive environment pursuant to the restructuring policy principles set forth in RSA 374-F:3. It is further found that net energy metering for eligible customer-generators may be one way to provide a reasonable opportunity for small customers to choose interconnected self generation, encourage private investment in renewable energy resources, stimulate in-state commercialization of innovative and beneficial new technology, enhance the future diversification of the state's energy resource mix, and reduce interconnection and administrative costs. . . .*”

3.4. The originally enacted RSA 362-A:9 that first created net metering in New Hampshire effective on 8/25/98 included the following provision:

*“Electricity suppliers may voluntarily determine the terms, conditions, and prices under which they will agree to provide generation supply to and purchase net generation output from eligible customer-generators; however, electricity suppliers who provide default service or transition service to such a customer shall only bill for the net energy supplied as calculated in accordance with this section.”*

Clearly, the legislature expected electricity suppliers to be able to offer net metering “in a competitive environment pursuant to restructuring policy principles” with only electricity suppliers providing default service having a prescriptive requirement for how to bill NEM customers. Implicit in that policy choice, is the expectation that regulated distribution utilities as state franchised monopolies, to the extent that they exclusively control retail metering data, would have to provide net metering data (both positive and negative usage) to electricity suppliers to enable customer choice of suppliers by customer-generators, just like the provision of positive usage data to competitive suppliers is implicit in requiring general customer choice of suppliers, without the legislature spelling out that detail in statutory

requirements. Positive and negative usage data from the utility meter is inherent to the concept of *net* metering and without access to both positive and negative usage information net metering is unable to be offered to NH ratepayers. The fact that both positive and negative usage data are required to be provided to suppliers is inherent in the fact that NH legislative policy on net metering, from the get-go in the same time frame as EDI standards were originally approved, anticipated that negative balances for kWh exported to the grid by customer-generators could be carried forward from month to month by the originally enacted language in RSA 362-A:9, IV(c) for utility default or transition service:

*“(c) Where the electricity generated by the customer-generator exceeds the electricity supplied by the electric grid, the customer-generator shall be credited during the next billing period for the excess kilowatt hours generated in accordance with this section.”*

Chapter 129:11, NH Laws of 1998 reinforces the legislative expectation that net metering data would be made available to competitive suppliers by requiring the PUC to make a future report back to the legislature concerning “the results and effects of net energy metering arrangements to date, including a summary of information available from participating utilities, electricity suppliers, and eligible customer-generators . . . .”

3.5. PSNH was well aware of this legislation and its requirements. As the chair of the electric utilities subcommittee of ST&E in 1997 and 1998 and the prime sponsor of the legislation, the primary author of this complaint can attest to the fact the PSNH was represented at most, if not all of the 11 work sessions on this bill and actively expressed their view on proposed text in the bill throughout the legislative process. The House Legislative history (FN 8 at 24) indicates that “Dave Collins, Public Service Company of N.H.” testified on the proposed committee amendment on 10/21/97 (“both supports and opposes”) that included language nearly identical to the final version adopted by the legislature: “[o]ther electricity suppliers may voluntarily determine the terms, conditions, and prices under which they will agree to provide generation supply to and **purchase net generation output from eligible customer-generators.**” (*Id* at 8)

3.6. In 2010 the Legislature enacted [Chapter 143](#) that did a complete repeal and replacement of RSA 362-A:9. The text explicitly expecting that suppliers be able to serve net metered customer-generators was moved to its own paragraph II and slightly updated to read:



*“II. Competitive electricity suppliers registered under RSA 374-F:7 may determine the terms, conditions, and prices under which they agree to provide generation supply to **and purchase net generation output from eligible customer-generators.**”*

3.7. [Chapter 21, NH Laws of 2020 \(SB 166\)](#) substantially amended RSA 362-A:9, II to read:

*“II. Competitive electricity suppliers registered under RSA 374-F:7 **and municipal or county aggregators under RSA 53-E** may determine the terms, conditions, and prices under which they agree to provide generation supply to and **credit, as an offset to supply, or purchase** ~~net~~ **the** generation output **exported to the distribution grid** from eligible customer-generators. **The commission may require appropriate disclosure of such terms, conditions, and prices or credits. Such output shall be accounted for as a reduction to the customer-generators' electricity supplier's wholesale load obligation for energy supply as a load service entity, net of any applicable line loss adjustments, as approved by the commission.** Nothing in this paragraph shall be construed as limiting or otherwise interfering with the provisions or authority for municipal or county aggregators under RSA 53-E, including, but not limited to, the terms and conditions for net metering.”* [emphasis added]

Of note is the fact that this legislation addressed no other matter than this one paragraph expanding these provisions that expressly provided that electricity suppliers, other the utility, have the authority and have been expected to be able to provide service to net metered customers. And it went further by including for the first time the explicit requirement that exports to the grid by NEM customers with negative usage “shall be accounted for as a reduction to the customer-generators' electricity supplier's wholesale load obligation for energy supply as a load service [sic] entity, net of any applicable line loss adjustments, as approved by the commission.” In fact, the House ST&E Committee retained SB 166 that was originally introduced in 2019 and held 4 work sessions to develop the amendment enacted into law.

Once again it is clearly implicit here that state law expects distribution utilities subject to this law, to provide competitive suppliers, and now explicitly municipal and county aggregators pursuant to RSA 53-E, with the net metering usage data, both positive and negative, required to make the authorities granted and the requirement concerning how to account for exports to the grid in load settlement have any meaning or purpose whatsoever. Standard legislative interpretation and construction presumes that enactment of laws and specific statutory text have purpose, meaning, and consequence

and in this case that would indicate that RSA 362-A:9, II and RSA 53-E:6, III(f) are not intended to just be hypothetical possibilities dependent on the voluntary discretion of a regulated monopoly that controls the necessary data to make the statute have any practical meaning or consequence.

3.8. To the extent that Eversource argues that these statutes do not specifically require them to provide negative usage data to CPAs and competitive suppliers that want to serve NEM customer-generators the Department and Commission should look at the statutory language and regulations as a whole, not merely “isolated words or phrases.” In the Matter of Maves & Moore, 166 N.H. 564, 566-67, 101 A.3d 101 (2014). The relevant statutes here, RSA 362-A:1 and 9, including in the context of RSA 374-F, should not be read in isolation but in the context of the overall purpose and effect of RSA 53-E and the Puc 2200 rules as read in their entirety. *See, e.g., Appeal of N. New Eng. Tel. Operations, LLC*, 165 N.H. 267, 271 (2013) (legislative intent to be determined from words of the statute considered as a whole; statutes to be interpreted not in isolation but in the context of overall statutory scheme); *Appeal of Pennichuck Water Works*, 160 N.H. 18, 27 (2010) (various statutory provisions to be construed harmoniously insofar as reasonably possible); *Chase v. Ameriquest Mortgage Co.*, 155 N.H. 19, 22 (2007) (statutes to be construed in harmony with the overall statutory scheme).

RSA 53-E provides community power aggregators (“CPA”) with the power to determine the terms, conditions, and prices under which they will supply generation and credit or purchase generation output exported to the distribution grid. Specifically, RSA 53-E:6 provides that municipalities or counties may develop a plan for an aggregation program for its citizens to provide universal access and reliability for all classes of customers. RSA 53-E:6 III (f) states that such plan shall detail how net metered electricity exported to the distribution grid by program participants, including for group net metering, will be compensated, and accounted for.<sup>18</sup>

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<sup>18</sup> The inclusion of this requirement for electric aggregation plans supports the conclusion that that data regarding the amount of net metered electricity being exported to the distribution grid by program participants is both

The state has required incumbent distribution utilities to facilitate net metering through community aggregation. The state understands that sales of energy is an integral part of encouraging the development of renewable resources. In fact, RSA 362-A:1 states that these goals should be pursued in a competitive environment where small customers can participate in the energy market and municipal aggregators can incentivize such participation by developing pricing, terms, and conditions for the sale of energy that foster a welcoming environment for renewable resource development.

Pursuant to this requirement, the legislature provides municipal aggregators with the authority to develop aggregation plans to detail the accessible, reliable, and equitable provision of generation across all customer classes, and subsequently vested in utilities the obligation to provide the names, mailing addresses, and any other information necessary for successful enrollment in the aggregation for all electric customers taking utility default service in a municipal aggregator's service area, excluding those who opt-out of CPA alternative default service. NEM customers cannot be successfully enrolled in a CPA, absent the ongoing provision of net metering usage data (both positive and negative) because they cannot be served consistent with Commission approved Electric Aggregation Plans or statutory authorities and obligations. Doing so would likely incur substantial financial harm to many NEM customers contrary to the purposes of RSA 53-E, 362-A, and 374-F.

#### **4. EDI Requirements Pursuant to PUC Order No. 22,919 (5/4/98)**

**4.1.** In the Final Plan<sup>19</sup> for electric utility restructuring the PUC established “an Electronic Data Interchange (EDI) Working Group for the purpose of developing a consensual plan for the transmission of electronic information. On April 2, 1998, the Working Group filed with the Commission a report recommending the adoption of business rules and related standard transactions and formats for the electronic transfer of customer information.”<sup>20</sup>

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important and necessary for the provision of “universal access, reliability, and equitable treatment” of all classes of customers as described in RSA 53-E:6 II.

<sup>19</sup> PUC Order No. 22,514, 2/28/97.

<sup>20</sup> PUC Order No. 22,919, 5/4/98, available at: <https://www.puc.nh.gov/regulatory/Orders/1998ords/22919e.html>.

In Order No. 22, 919 issued May 4, 1998, the Commission stated that “*each distribution company is directed to implement the report's requirements*” and “*ORDERED, that the recommendations of the EDI Working Group as set forth in the above mentioned report and as clarified in this order are approved pending the outcome of a rulemaking to implement EDI standards; and it is FURTHER ORDERED, that each distribution company implement the report's requirements.*” This was in anticipation of beginning customer choice of electricity suppliers as soon after a July 1, 1998 statutory deadline as possible. In 1997 PSNH, joined by other utilities, filed suit in federal court against the PUC to block implementation of their restructuring plan. On June 12, 1998 the federal court enjoined the PUC from implementing RSA 374-F for most utilities in NH so on July 1, 1998 the Commission issued Order No. 22,971<sup>21</sup> delaying the implementation of electric utility restructuring. Implementation of restructuring was delayed for PSNH by more than 2 years until after a settlement was reached with the state and enabled by the enactment of RSA 369-B: Electric Rate Reduction Financing and Commission Action by the passage of [Chapter 249](#), NH Laws of 2000 ([SB 249](#)) of which the main author of this complaint was the prime sponsor and a principal negotiator.

This delay in the implementation of restructuring may account for why rules were apparently never developed for NH’s EDI standards, as full restructuring in NH was delayed for several years and as a Massachusetts Electronic Business Transaction (EBT) Working Group was established and took the lead on EDI standards for utilities doing business in Massachusetts that included Unitil, PSNH’s parent (then Northeast Utilities, now Eversource), and National Grid, then owner of Granite State Electric. Nevertheless, the PUC, utility tariffs, and supplier agreements all still reference the original NH EDI Working Group report and PUC Order No. 22,919 as establishing the applicable standards in New Hampshire.<sup>22</sup>

**4.2.** The EDI Standards approved by the PUC in Order No. 22,919 can be found at <https://www.puc.nh.gov/Electric/edi.htm>. Attached as Exhibit B are selective

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<sup>21</sup> PUC Order No. 22,271, 7/1/98, available at: <https://www.puc.nh.gov/Regulatory/Orders/1998ords/22971e.html>.

<sup>22</sup> In at least one docket, [DE 08-081](#), the Commission considered and approved by Secretarial Letter a request for a relatively minor change in the EDI Codes. EDI standards and certain implementation details were also approved in Puc 2000 rules in [DRM 10-014](#) and [DRM 16-853](#). EDI standards may also be addressed in PUC approved tariffs.

excerpts from those standards, starting with an index to the PUC web page on EDI information that shows the name of the files that download as PDFs. The Cover Letter notes that “Any proposed modifications to the standard transactions and formats described in the report would be subject to the approval of the Working Group and the Commission.” The Cover Letter and Consensus Plan recommended and anticipated that the EDI Working Group would continue meeting for some period of time, if not indefinitely.<sup>23</sup> In its “Introduction” the Consensus Plan noted that: “the Commission issued on February 28, 1997 its Final Plan for restructuring New Hampshire’s electric utility industry. The Final Plan establishes a market structure which provides **all customers the opportunity to purchase their power requirements directly from competitive suppliers.**” (Consensus Plan at 8)

**4.3.** The Working Group noted that the initial consensus “standard transactions satisfy the short-term needs of the competitive market while remaining flexible enough to accommodate the evolution of regional and national standards as they are further developed.” (*Id* at 3-4.) In its discussion of the Change Control process the Working Group stated that “[i]t is anticipated that the EDI standards will be modified and enhanced as market or regulatory requirements dictate” and further noted that “there must be a process to modify such transactions in a timely manner, if the market is to function efficiently.” (*Id* at 42.) At a minimum, requirements for proposing changes from the initial EDI standards stipulated that “the initiating party must: Document in advance the scope of the modification/enhancement and the affected EDI transaction sets, and Provide cost justification if appropriate, and Document proposed amendments, provide a test plan, test cases, EDI documentation and EDI transaction sets.” These technical requirements were clearly within the wherewithal of the utilities, but not necessarily customer-generators or their potential suppliers at the time.

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<sup>23</sup> See, e.g., p. 42 of the Consensus Plan: “The EDI Working Group will meet on a regular basis and will be comprised of Competitive Supplier and Distribution Company representatives.” When restructuring was delayed on 7/1/98 for several years by virtue of Federal Court injunction for much of the state it is not apparent that the NH EDI working group continued to meet.

**4.4. No part of the approved standard or working group report provides that a negative usage measurement should be converted to a zero.** One of the key pieces of data to be provided by the EDI is “Peak or Total Kilowatt Hour Usage” as defined on p. 10 of Exhibit B (Consensus Plan at 50) and noted on pp. 11-13 of Exhibit B (EDI Data Transaction Formats at D-13, D-15, and D-11). In the 810 transactions to “allow Distribution companies to send usage and billing information for electricity to the suppliers who have enrolled customers” this usage data is delivered through Segment ID “MEA” as shown in Exh. B at 15 (TS810 at 2). The purpose of this segment is described as “[t]o specify physical measurements or counts, including dimensions, tolerances, variances, and weights”. At each detailed Data Element description for MEA there is a comment noting that “any measurement requiring a sign (+ or -), or any measurement where a positive (+) value cannot be assumed, use MEA05 as the negative (-) value and MEA06 as the positive (+) value. (Exh. B at 16-19.) This statement is preceded by a note “[w]hen citing dimensional tolerances” as the context seems to a generic EDI architecture also used for manufactured goods that was being adapted for utility use. While the field “MEA03” seems to have been initially enabled, based on the “>>” used in the first column, it is identified as only suitable when the value can only be positive, while MEA05 and MEA06 were to be used where a positive value cannot be assumed, perhaps not initially enabled as apparently indicated by an “X” in the first column. When utility meters used for net metering, which began in 1998, were to generate negative usage measurements for months in which more power was exported to the grid by customer-generator than consumed, the NH EDI necessarily needed to be modified in some way to deal with negative usage values. Nowhere in the EDI standards approved by the Commission is there any reference or authorization to convert negative values to zeros and place them in a field for positive only values, yet that is apparently what Eversource choose to do rather than modify or propose a change to the EDI to use the two fields in the basic architecture designated for positive and negative measurement values in 810 reports. We have been unable to locate Commission approval for such an approach as Eversource took,

4.5. In contrast, 867 transactions for “Use in Reporting Historical Electric Power usage for a given time period” are specified to use MEA 05 and MEA 06 for positive and negative values respectively, as seen in Exh. B at 21-22, yet again, Eversource only reports positive usage values in 867 reports and converts negative usage values to a zero, also apparently without authorization.

4.6. In the EBT test conditions described in “ebtstv11” at p. 16 (Exh. B at 26) there is actually an example of a test transaction in which a “-500” kwh is reported in the “Peak/Total KWH” field, which in turn generates a negative customer charge (or credit) and negative amount due supplier. This sample transaction is highlighted in yellow on the next to last line of the main table, columns 11-34 of which are excerpted here:

N	-500												15	19980723	-14	-14	0	0	0	0	0	0	-0.7	0	0	-14.7
---	------	--	--	--	--	--	--	--	--	--	--	--	----	----------	-----	-----	---	---	---	---	---	---	------	---	---	-------

The sum of amounts due supplier does indeed total \$112.7268, including the negative credit for a negative usage figure as the sum of amounts in the last column (34). This does indicate that recording and sharing a negative usage entry with a resulting credit was in fact contemplated at the time. Although apparently used here to illustrate a bill credit with a canceled reverse usage entry (a negative number), it does suggest that the EDI system was intended to handle negative usage entries in some manner which suggests that functionality could be extended to providing actual negative usage data for exports to the grid by a customer-generator as apparently contemplated in 867 historic usage reports.

4.7. Enactment of net metering legislation, including provision for suppliers other than the utility to determine how they would compensate for negative usage, occurred in the same year as Order No. 22,919, just a couple of months apart from the originally anticipated start of customer choice. The delayed implementation of restructuring due to PSNH’s lawsuit gave adequate time for PSNH to figure how the EDI implementation would accommodate negative usage data that the State expected suppliers to have access to so they could determine their own terms, conditions and prices to “purchase net generation output from eligible customer-generators” under a customer choice and competitive supplier market paradigm that the utility was



expected to facilitate with essential sharing of meter data, once litigation was resolved.

4.8. It appears that instead of implementing the requirement called for in the PUC approved standard Eversource made a decision to turn a negative usage value into zero and place it in a field only intended for measurements that can be assumed to be a positive value. This change was not sanctioned or suggested by the standard or the PUC, did not follow the known process for making changes or updates to the EDI process, nor is it known to have been discussed through a NH working group or a formal proceeding for the benefit of NH ratepayers. value.

**5. NH EDI Standards clearly indicate that Time-of-Use (TOU) meter data should be available to Suppliers that should be able to charge based on utility TOU periods through Consolidated Billing by the utility.**

- 5.1. The glossary of EDI terms in the Consensus Plan (at 47-50, Exh. B at 8-10) define Peak, Off-Peak, and Shoulder kWh usage and “amounts” referring, respectively, to kWh used in the Distribution Company’s peak, off-peak and shoulder periods, and to the “current billed amount for usage during the Distribution Company’s [peak, off-peak, or shoulder] hours. At various points it is recognized that there may not be TOU period, in which case only the “peak” or “total” field is used, or if there is **TOU metering, it may be for “2 or 3 time-of-use periods” as noted at Exh. B at 8.**
- 5.2. **The EDI Data Transaction Formats (Exh. B at 11-13) and 810 “Usage/Billing Invoice” report** also clearly provide for 2 or 3-part TOU usage data for both Pass-through and Consolidated billing, as well as TOU billing information where the Supplier charges rates based on the Distribution Company TOU periods in Consolidated billing. (Exh. B at 14-20).
- 5.3. The 867 historical usage report also includes provisions for On Peak, Off Peak and Shoulder TOU usage data. (Exh. B at 21-22)
- 5.4. Page 2 of the test plan (“ebtstv11”) there is line for the utility to supply TOU kWh usage data for Supplier to use in Pass-through or separate billing. (Exh. B at 25)
- 5.5. Page 7 of the test plan (“tplanv11”, Exh B at 26) makes clear that Suppliers should be able to provide a TOU rate with different charges by TOU period (and also demand charges) demonstrating these are to be accommodated under Consolidated Billing in NH, yet this functionality has not been enacted by Eversource over the past quarter of a century.



- 5.6. Page 16 of the test plan (“tplanv11”, Exh B at 27) also illustrates testing of the provision of on and off-peak data for pass through billing.
- 5.7. Page 19 of the Consensus plan notes that “Competitive Suppliers who select the Consolidated Billing Option are limited to the rate structures, customer class definitions and availability requirements that are within the capabilities of the Distribution Company’s billing system.” Likewise, the Training Guide, Part 002 (Exh. B at 30) also states “Competitive Suppliers who select the Consolidated Billing Option are limited to the rate structures, customer class definitions and availability requirements that are within the capabilities of the Distribution Company’s billing system.” The Training Guide Part 002 (Exh. B at 31), like current tariffs, supplier, or trading partner agreements, and Puc 2205.16(c)(2) (see FN 8) indicates that if a Supplier wants to use a rate structure other than what the utility system currently supports, then they may request such and be responsible for the cost after receiving a quote from the utility to enable such.
- 5.8. To the extent the distribution company’s billing system is capable of generating charges based on TOU, regardless of the specific rate element, such as for distribution services, it would certainly seem to have been the intent of the EDI standards to enable sharing of that TOU usage data to the Supplier and, in the case of Consolidated Billing, to charge differential rates based on distribution utility defined TOU periods as PSNH was actually doing at the time NH EDI standards were being developed and in the years immediately preceding the start of customer choice. Exhibit C is a compilation of excerpts from PSNH’s tariffs No. 37 and 38 showing examples of 2-part TOU rates for General Service Rate Class G (Optional Time-of-Day or OTOD rates) effective 12/1/96 and 6/1/97, as well as Large General Service Rate LG 2-part TOU rates effective 6/1/97, 12/1/98, 11/1/99, and 6/1/2000 all presented as an “Energy Charge” based on TOU meter data. While today Eversource only uses those TOU periods for their distribution charge, up until the inception of customer choice, it was an integrated “Energy Charge” that included power supply. Considering all the evidence it is reasonable to conclude that the expectation under Order No. 22,919 as well as the parties to the consensus EDI plan was that Competitive Suppliers and now CPAs pursuant to RSA 53-E:4, V and Puc 2200 rules should be provided with TOU meter data as collected by the utility and used in the billing system to able to offer supply rates based on the same, either through separate pass-through billing or consolidated billing.
- 5.9. Inability to process consolidated billing for CPAs with TOU rates or NEM rates does not exclude the utility from providing meter data in the correct positive and negative format where applicable. While the law and subsequent rules are clear that this billing option should be available today as well as available the last 25 years,

the withholding of the metering information limits solutions that may be available to CPAs to correct this billing deficiency for the benefit of NH ratepayers.

**6. EDI requirements imposed by Eversource and proposed testing requirements exceed those required pursuant to PUC Order No. 22,919 and the plain language of its own tariff.**

6.1. Eversource Tariff NPUC No. 10 Original p. 36 (§3(a) under Terms and Conditions for Suppliers) states: “Supplier Service shall commence on the date of the Customer’s next meter read date, provided that the Supplier has submitted the Electronic Enrollment to the Company at least two business days prior to the scheduled meter read date.” This seems to indicate that an EDI enrollment (or drop) of a customer must be submitted not less than 2 days prior to a meter read date to be effective starting with that meter read. However, Eversource has reinterpreted that to mean that an enrollment must actually be submitted no later than 3 pm a minimum of 3 business days prior to the next scheduled meter read date to be effective starting with that meter read as illustrated in slide 27 from an EDI training deck presented this year as seen below and imposed on the Coalition’s EDI provider.



## Data Exchange Operating Schedule Continued

### Effective Dates

All successfully processed enrollment, drop and change requests require a minimum of two (2) full business days window prior to the Customer’s next scheduled meter read date.

The EDI must be received at least two **full** business days prior to the customer's next cycle read date.

**In other words, the EDI needs to be received by us before the 3:00 PM cut off time with a minimum of three (3) business days to meet the two full business days requirement.**

Ten (10) days is recommended to prevent the effective date of the next cycle bill date from being missed due to a rejection EDI for an incorrect name key name, account number, etc.

SCHEDULES	
Electronic Interchange (EDI) Schedule	
Daily Activity/Event	Approximate Completion Time
Receive Supplier EDI Input	00:00 - 15:00
Daily Billing Cycle Process	16:00 - 08:00 (Upload readings, post cash billing)
Bills printed/inserted/mailed	By 18:00
Transmit EDI Output to Suppliers	12:00 - 15:00

### Meter Reading

- [2021 Meter Reading Schedule \(PDF\)](#)

<https://www.eversource.com/content/nh/about/about-us/doing-business-with-us/energy-supplier-information/electric--new-hampshire>

This is directly contrary to the EDI standards approved by PUC in Order No. 22,919 as detailed below.

- 6.2. The consensus plan approved by the PUC in that order under “Account Administration: Enroll Customer” provides that: “[t]he Competitive Supplier must electronically notify Customer’s Distribution Company of the selection no less than two (2) business days prior to the scheduled cycle meter-read date or the enrollment will be deferred until the following read date. See Transaction #1.” (Exh. B at 4). Under “Scheduling” that plan provides that “on Company in order to develop a proposed baseline schedule. The recommended schedule for a normal business day is as follows:
- *Supplier transactions must be received ready for Distribution Company processing by noon each work day.*
  - *“Transactions received by noon of the current business day will typically be responded to by noon the following business day.”* (Exh. B at 5)

This is further graphically illustrated at Exh. B, p. 6 (p.38 of the Consensus Plan) showing a cut-off from enrollment transfers 2 days prior to the meter read date, presumably at noon, but definitely not by 3 pm on the 3<sup>rd</sup> day prior as Eversource is now requiring (but not other distribution utilities).

- 6.3. After required EDI testing and certification by Eversource that is also required to be completed prior to initial registration of a CEPS with the Dept. of Energy pursuant to Puc 2006.01(k), Eversource has sought to and continues to require additional EDI testing prior to allowing enrollment of CPA customers, directly contrary to the EDI standards approved by the PUC in Order No. 22,919 and its own tariff that simply requires that the “Supplier shall satisfy all EDI Standards as approved by the Commission.”<sup>24</sup> Exhibit B, at 24 (tplanv11 at 9) shows an illustrative EBT Test Acceptance Form that provides certification to the DOE that the supplier (CEPS) has successfully completed EDI testing, including the following statement: “Subject to finalization of bilateral agreements between [supplier] and [UDC] and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, [supplier] may submit customer enrollment transactions electronically to [UDC] beginning on [date].” Eversource has sought to require repeat EDI testing by Calpine Community Energy, LLC, the Coalition’s LSE and Calpine Energy Solutions, LLC, the Coalition’s EDI provider (together “Calpine”) for each Coalition Member we seek serve, over the course of additional weeks after they have already certified EDI testing as successfully completed. Calpine has indicated to CPCNH that each such EDI test is identical in all respects to originally

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<sup>24</sup> PSNH Tariff NHPUC No. 10, Original p. 31 (effective 1/1/21) at §1 f, under “Obligations of Suppliers” under “Terms and Conditions for Energy Service Providers.”

successfully completed EDI testing, except for the use of a different DUNS+4 identifier in a particular data field and going forward, Eversource has recently indicated that they would not require repeating “frame testing,” and then only require “connectivity testing.”

6.4. We appreciate part of Eversource’s response to CPCNH’s open letter complaining of Eversource’s requirements beyond those authorized by applicable rules and tariffs, which threatened to delay enrollment of tens of thousands of customers to take advantage of millions in savings. Eversource did waive further EDI testing for the initial launch of multiple communities but in doing so did blame CPCNH and our EDI provider for the potential delay rather than acknowledging their own role in the delay<sup>25</sup> and has more recently advised that going forward they will require such additional testing for each community the Coalition seeks to serve with the same CEPS, LSE, and EDI provider already approved. In an email dated 5/31/23 from Aaron Downing of Eversource to CPCNH CEO Brian Callnan, Mr. Downing stated that “[t]o complete EDI setup with an existing supplier [for each new member CPA served], excluding the frame testing, the process takes approximately 1-2 weeks, but can take up to 3 or so weeks if the queue is particularly long (which usually isn’t the case).” Under the Commission approved EDI standards, as shown in Exh. B at 23 (tplanv11 at 4) “A complete test cycle can typically be completed in two days, assuming no problems.” Calpine has confirmed that this actual testing is quite expeditious.

## 7. CONCLUSION

Eversource should act to come into compliance with the statutes and PUC Orders as detailed herein, provide CPA’s the opportunity to best serve its Members, and meet the needs of NH ratepayers in general.

*Community Power Coalition of New Hampshire*



*by CPCNH Chair Clifton Below*

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<sup>25</sup> Such as by their refusal to deal with CPCNH as supplier as explained in CPCNH’s parallel complaint to the PUC and their unilateral imposition of additional EDI testing requirements beyond those authorized. In a written response to a Boston Globe reporter’s inquiry regarding the Coalition’s open letter, William Hinkle, speaking for Eversource was quoted as writing; “we have been proactively encouraging them to take the necessary steps to be able to enroll customers in a timely fashion. Despite those efforts, the required steps were not completed by the supplier in a timely manner in this instance,” <https://www.bostonglobe.com/2023/04/21/metro/some-nh-community-power-programs-facing-delay/>.

LIST of EXHIBITS:

- EXHIBIT A is an example of the explanation of existing net metering and how Community Power would serve those default service NEM customers which was filed with the PUC and Eversource pursuant to RSA 53-E:7, II on or about 1/7/22 in [DE 22-001](#) as Attachments 5 and 6 to the [Town of Rye's EAP](#). [BATES PAGE 26](#)
- EXHIBIT B is a compilation of selective excerpts of EDI Standards approved by the PUC in Order No. 22,919. [BATES PAGE 36](#)
- EXHIBIT C is a compilation of excerpts from PSNH's tariffs No. 37 and 38 showing examples of 2-part TOU "Energy Charge" rates with effective dates from 12/1/96-6/1/00. [BATES PAGE 68](#)

## Attachment 5: Overview of Utility Net Energy Metering Tariffs

### Discussion of Utility Net Metering, Group Net Metering and Low-Moderate Income Solar Project Tariffs

Under the net metering process, customers who install renewable generation or qualifying combined heat and power systems up to 1,000 kilowatts in size are eligible to receive credit or compensation for any electricity generated onsite in excess of their onsite usage.

Any surplus generation produced by these systems flows back into the distribution grid and offsets the electricity that would otherwise have to be purchased from the regional wholesale market to serve other customers.

The credits and compensation customer-generators receive for electricity exported to the grid are defined under Net Energy Metering (NEM) tariffs offered by Eversource, Liberty Utilities, Unitil and the New Hampshire Electric Co-op (NHEC). Note that:

- NHEC is a member-owned cooperative and, as such, its rules and regulations are approved by its Board of Directors and are not subject to regulation by the Public Utilities Commission. Additional information regarding NHEC's Net Energy Metering tariffs may be found online under their "[Terms and Conditions](#)".
- The Public Utilities Commission regulates the distribution utilities' Net Energy Metering (NEM) tariffs in accordance with [PUC Rule 900](#) and [RSA 362-A:9](#) (refer to [RSA 362-A:9, XIV](#) specifically for Group Net Metering statutes).

The remainder of this chapter concerns NEM tariffs regulated by the Public Utilities Commission. Note that:

- NEM tariffs offered by the utilities underwent a significant change several years ago;
- Customer-generators that installed systems before September 2017 may still take service under the "NEM 1.0" tariff ("standard" or "traditional" NEM);
- Systems installed after August 2017 must take service under the "NEM 2.0" tariff ("alternative NEM")
- NEM 1.0 customers are allowed to switch to taking service under the NEM 2.0 tariff but cannot subsequently opt-back to NEM 1.0 (with limited exceptions, e.g., participation in certain pilot programs).

Under both tariffs, customer-generators are charged the full retail rate for electricity supplied by Eversource and receive credits for electricity they export to the grid for some (but not all) components of their full retail rate. Refer to the next subsection for tables comparing NEM 1.0 to 2.0 tariffs.

To appropriately measure and credit customer-generators taking service under a NEM tariff, the utility installs a bi-directional net meter that records each kilowatt-hour (kWh) supplied to the customer from the grid and also each kWh that flows back into the grid. This data is recorded and collected on a monthly billing-cycle basis.

For NEM 1.0 tariff systems (installed before September 2017), any kWh exported to the grid are netted against kWh consumed. If there is a net surplus of kWh at the end of the monthly billing period (i.e., more power was exported to the grid by the customer-generator than was consumed)



those surplus or negative kWh are carried forward and can be used to offset future kWh consumption (so the customer only pays for their “net” energy consumption).

For NEM 2.0 tariff systems (installed after August 2017), all customer-generators receive a monetary credit for each kWh that is exported valued at 100% of their default electricity supply rate component for the month. Smaller systems (up to 100 kilowatts in size) additionally receive credits for 100% of the transmission component and 25% of the distribution component of their retail rate. (Larger systems, up to 1,000 kilowatts in size, only receive full credit for the electricity supply rate component.)

Note that most customer-generators in Rye Community Power are expected to be taking service under NEM 2.0 tariffs going forward.

Any credits that accumulate over time are tracked and used to offset the customer-generator’s future electricity bills. Customers may also request to cash-out their surplus credit once a year, after their March billing cycle, if the balance exceeds \$100 (or any balance in the event of moving or service disconnection). NEM 1.0 surplus balances are tracked as kWh credits and are converted to dollars at wholesale avoided costs, while NEM 2.0 surplus balances are tracked as monetary credits directly (in dollars). Note that these cash-outs are treated as taxable income by the Internal Revenue Service (IRS). Payments of \$600 or more remitted to the customer are accompanied by a 1099 form for the IRS. Utilities may also issue IRS Form 1099s for smaller amounts.

Alternatively, Group Net Metering is a process that allows any customer-generator to share the proceeds of their surplus generation credits to directly offset the electricity bills of other customers, which is financially more advantageous and can increase the effective value of the system. All the members in the group need to be within the same distribution utility service territory but may be served by different suppliers. The credits are calculated based on the host site’s NEM tariff and retail rate, and payments are credited to offset the electricity bills of each member directly by the utility (assuming the utility is billing the customers for supply). These allocations are governed by a Group Net Metering Agreement between the host customer-generator and group members, which is part of the registration process overseen by the Public Utilities Commission.

Note that larger systems (up to 1,000 kilowatts in size) actually have to register as group hosts in order to qualify for net metering in the event that the customer-generator exports more than 80 percent of the power produced onsite to the distribution grid. Additionally, if the electricity exported from larger systems exceeds the total electricity usage of the group on an annual basis, the credit for the residual amount (e.g., electricity exported in excess of the group’s total usage) is re-calculated based on their utility’s avoided cost of electricity supply. This rate is lower than the NEM credit based on the customer-generator’s retail rate, and results in a downward payment adjustment issued by the utility to the host customer. Residential systems under 15 kilowatts, however, are not subject to this adjustment.

Most recently, a Low-Moderate Income (LMI) Community Solar Project option has been implemented under Group Net Metering. The program currently provides an incentive of 3 cents per kWh (dropping down to 2.5 cents after July 2021) in addition to the host site’s NEM credits, and solar systems may be either rooftop or ground-mounted systems. To qualify, groups must include at least five residential customers, a majority of which are at or below 300 percent of the federal poverty guidelines, and non-residential customers cannot account for more than 15 percent of the total projected load in the group.



Lastly, all group hosts (except for residential systems under 15 kilowatts) must file an annual report with the Public Utilities Commission and their utility that includes the annual load of the host and members, annual total and net surplus generation of the host site system, and additional information for Low-Moderate Income Community Solar Projects.

In addition to NEM credits, all customer-generators have the option of selling the Renewable Energy Certificates (RECs) produced by their systems. This can provide an additional revenue stream to customer-generators, but requires a separate REC meter, registration and ongoing reporting requirement.

Alternatively, the Public Utilities Commission estimates the RECs that could be produced by all customer-generators who do not separately meter and sell their RECs and lowers the Renewable Portfolio Standard procurement requirements for all load-serving entities by an equivalent amount.

### Comparison of Utility “Standard” and “Alternative” Net Energy Metering Tariffs

The tables below compare the two tariff structures, which offer different credits to customers depending on the size of their installed system:

**Net Energy Metering (NEM) Credit on Net Monthly Exports to Grid**

	<b>NEM 1.0</b> <i>“Standard NEM”</i> <i>Offered prior to 9/1/2017</i>	<b>NEM 2.0</b> <i>“Alternative NEM”</i> <i>Effective 9/1/2017</i>
<b>Large Systems</b> <i>100 Kilowatts to 1 Megawatt</i>	Full credit (at the customer’s retail rate) for electricity supply <u>only</u>	
<b>Small Systems</b> <i>≤ 100 Kilowatts</i>	Full credit for electricity supply, distribution, transmission, System Benefits, Stranded Cost & Storm Recovery charges	Full credit for electricity supply and transmission; 25% credit for distribution & no credit for other charges

As shown in the table above, levels of compensation for small customer-generators (with systems up to 100 kilowatts) were lowered, such that these customers no longer receive full compensation on their distribution rate component or several other small charges (e.g., the System Benefits, Stranded Cost and Storm Recovery charges).

Additionally, the NEM 2.0 tariff modified the type of credit, and the ways credits for surplus generation are tracked and refunded, for both small and large customer generators:

- Under NEM 1.0, any surplus generation would be tracked as a kilowatt-hour (kWh) credit, which was carried forward to offset the customer’s consumption (and bill) in future months. For any kWh credits remaining on an annual basis (at the end of March each year), such customers have the option of either continuing to bank their credits to offset future usage, or to convert the kWh credit into a monetary credit, at a rate set by the Public Utilities Commission (typically ~3-4 cents per kilowatt-hour) and to apply the amount to their account or receive a check for the amount owed.

- Under NEM 2.0, kWh credits are automatically converted into a monetary credit every month, valued at the customer’s retail rate for that specific month. Customers have the option of either carrying the credit forward to offset to their electricity bill in future months or may receive the refund directly as a check.

The crediting mechanism under NEM 1.0 was relatively more advantageous for customers in one respect. Solar systems generate more power in the spring and summer months relative to other seasons; consequently, the credits that customer-generators would accrue during the summer months would offset their consumption in the winter months on a one-to-one, kWh per kWh basis. This is advantageous because winter supply rates are above summer rates on average.

In another respect, NEM 2.0 offers an advantage to customers that accrue surplus credits over the course of the year, because the surplus is calculated based on components of the customer’s retail rate — which is higher than the ~3-4 cents per kilowatt-hour value that is applied to convert NEM 1.0 kWh credits into a monetary credit whenever customers elect to cash-out their surplus.

These changes are summarized in the table below, and apply to all customer-generators regardless of system size:

<p><b>NEM 1.0</b>  <i>“Standard NEM”</i>  <i>Offered prior to 9/1/2017</i></p>	<p><b>NEM 2.0</b>  <i>“Alternative NEM” Effective 9/1/2017</i></p>
<p>kWh credit carried forward.</p> <p>May be refunded at a rate calculated by the Public Utilities Commission (typically ~3-4¢ per kWh).</p>	<p>kWh converted to monetary credit automatically each month.</p> <p>Monetary credit carried forward as a bill credit or refundable.</p>

Additional details may be found in the Eversource, Liberty Utilities and Unitil tariffs and the Public Utilities Commission website:

- [Eversource Tariffs](#)
- [Unitil Tariffs](#)
- [Liberty Utilities Tariffs](#)
- [PUC overview of Net Metering](#)
- [PUC graphic explanation of NEM 1.0 vs. NEM 2.0.](#)

### Net Energy Metering Systems by Utility Territory

According to the most recent [Energy Information Agency \(EIA\) Form 861m data](#), there are about 11,000 customer-generators taking service under Net Energy Metering tariffs in New Hampshire, with a cumulative installed capacity of approximately 140 megawatts (in terms of nameplate capacity in alternating current, or “AC”). Estimated numbers of customer-generators and installed capacity by technology are summarized below:

- Solar photovoltaics: ~120 megawatts (MW) and 10,760 customer-generators; note that:
  - Group Net Metering accounts for an additional ~1.5 MW serving 56 customers; and

- Sixteen residential customers, in addition to solar photovoltaics, also have battery storage systems with a cumulative capacity of 175 kilowatts (an average size of ~11 kilowatts per customer).
- Onsite wind: 412 kilowatts (kW) and 72 customer-generators.
- “Other” technologies (presumably, small hydro or qualifying combined heat and power systems, or “CHP”): ~17.5 megawatts (MW) and 55 customer-generators.

The table below provides the number of customer-generators in each distribution utility territory:

**Number of Net Metered Customer-Generators by Technology**

	Customer-Generators by Technology			Subsets of Solar PV Customers		
	Total	Wind	Other (CHP or Hydro)	Solar PV	Group Net Metering	Battery Storage
<b>Eversource</b>	7,949	37	52	7,860	21	0
<b>Unitil</b>	1,066	3	1	1,062	0	0
<b>Liberty Utilities</b>	724	1	0	723	22	16
<b>NHEC</b>	1,204	31	2	1,171	13	0
<b>Total</b>	10,943	72	55	10,816	56	16

The number of customer-generators by customer class with onsite solar photovoltaic systems, total installed capacity, and average solar system size in each utility territory are provided for reference in the tables below.

Note that these tables do not include Group Net Metered systems and participating customers within groups and reflect only installed solar photovoltaic system capacity (i.e., exclusive of onsite battery storage capacity).

**Net Metered Solar Photovoltaic Systems: Number of Customer-Generators**

	Residential	Commercial	Industrial	Total Customer-Generators
<b>Eversource</b>	7,195	630	35	7,860
<b>Unitil</b>	973	61	6	1040
<b>Liberty Utilities</b>	633	77	0	710
<b>NH Electric Coop</b>	1,065	81	4	1,150
<b>Total</b>	<b>9,866</b>	<b>849</b>	<b>45</b>	<b>10,760</b>

**Net Metered Solar Photovoltaic Systems: Total Installed Capacity (MW-AC)**

	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Total Installed Capacity (MW-AC)</b>
<b>Eversource</b>	54.15	29.66	5.09	88.91
<b>Unitil</b>	7.40	2.30	0.73	10.43
<b>Liberty Utilities</b>	4.78	5.12	0.00	9.90
<b>NH Electric Coop</b>	7.61	2.46	0.60	10.66
<b>Total</b>	73.94	39.54	6.42	119.90

**Net Metered Solar Photovoltaic Systems: Average System Size (kW-AC)**

	<b>Residential</b>	<b>Commercial</b>	<b>Industrial</b>	<b>Average System Size (kW-AC)</b>
<b>Eversource</b>	7.5	47.1	145.5	66.7
<b>Unitil</b>	7.6	37.8	121.2	55.5
<b>Liberty Utilities</b>	7.6	66.5	N/A	24.7
<b>NH Electric Coop</b>	7.1	30.3	149.0	62.2
<b>Average</b>	<b>7.5</b>	<b>45.4</b>	<b>138.6</b>	<b>52.3</b>

## Attachment 6: Community Power Net Metering, Group Net Metering and Low-Moderate Income Solar Project Opportunities

Please refer to [Attachment 5: Overview of Utility Net Metering Tariffs](#) as context for this section.

[RSA 362-A:9,II](#) grants Community Power programs broad statutory authority to offer customer-generators new supply rates and terms for the generation supply component of Net Energy Metering (NEM). The relevant statutory authority is quoted in full below:

*“Competitive electricity suppliers registered under RSA 374-F:7 and municipal or county aggregators under RSA 53-E determine the terms, conditions, and prices under which they agree to provide generation supply to and credit, as an offset to supply, or purchase the generation output exported to the distribution grid from eligible customer-generators. The commission may require appropriate disclosure of such terms, conditions, and prices or credits. Such output shall be accounted for as a reduction to the customer-generators’ electricity supplier’s wholesale load obligation for energy supply as a load service entity, net of any applicable line loss adjustments, as approved by the commission. Nothing in this paragraph shall be construed as limiting or otherwise interfering with the provisions or authority for municipal or county aggregators under RSA 53-E, including, but not limited to, the terms and conditions for net metering.”*

Rye Community Power intends to offer a NEM generation rate and terms to customers with onsite renewable generation eligible for net metering from Eversource. Note that any non-supply related components of the Net Energy Metering tariff (e.g., credits for transmission and distribution) will continue to be provided to customer-generators directly by their utility.

How Rye Community Power calculates, accounts for, and provides NEM credits to participating customer-generators for the different types of eligible system sizes, customer types and group configurations will have a number of important financial and practical implications for the program and customers in the Town.

Rye Community Power also anticipates encountering practical challenges of an operational nature in administering net metering and group net metering programs. This is partly because net energy metering continues to evolve in response to new policy and regulatory requirements, and the day-to-day processes that govern the coordination between the program, participating customers, and Eversource are subject to refinement and change over time.

In particular, Rye Community Power will be one of the first default aggregation programs to launch in New Hampshire, and the process of transferring significant numbers of NEM customers may cause unanticipated issues due to the metering, billing, and data management requirements of this subset of customers. Rye Community Power will maintain close coordination with Eversource to expeditiously resolve any such issues that may occur.

For example, Rye Community Power may decide to separately issue supply bills to customers that have installed systems after September 2017.

The advantage in dual-billing this subset of customers stems from what is essentially an accounting irregularity in how utility billing systems currently treats customer-generators taking service under the NEM 1.0 tariff, which applies to systems installed before September 2017, versus the NEM 2.0 tariff, which applies to all systems installed after that date. As context:

- The cumulative surplus generation exports of net metered customer-generators will decrease the amount of electricity that Rye Community Power will have to purchase from the regional power market to supply other customers in the program. The surplus generation from both NEM 1.0 and NEM 2.0 customer-generators is tracked and netted out from the program's wholesale load obligations by Eversource for this purpose.
- However, for the purpose of netting out of the program's Renewable Portfolio Standard (RPS) compliance requirements, the surplus generation from NEM 1.0 customers is tracked and accounted for differently than it is for NEM 2.0 customers:
  - Surplus generation from NEM 1.0 customers is tracked as a kWh credit that is carried forward to offset the customer's future electricity supply requirements; these kWh credits will be counted as an offset that decreases the total electricity supplied by the program to retail customers in aggregate — which lowers the program's RPS compliance obligation.
  - Surplus generation from NEM 2.0 customers is tracked as a monetary credit that is carried forward to offset the customer's future electricity bills; even though the monetary credit is calculated each month based on every customer's kWh surplus generation, the monetary credit is treated as a resale or delivery of power generated by NEM 2.0 customer and provided to other participating customers through the program — it is not treated, in other words, as an offset that decreases the total electricity supplied by program to retail customers in aggregate — and therefore does not lower RPS compliance obligations in the same way.

The practical consequence of this accounting treatment is that Rye Community Power would have to purchase Renewable Energy Certificates for the amount of surplus generation supplied by NEM 2.0 customer-generators (but not NEM 1.0 customer-generators) in the same way as if the program had imported that amount of electricity from the regional wholesale market.

- Taking on the responsibility of billing this subset of NEM 2.0 customers directly may allow Rye Community Power to track and account for the impact of their surplus generation in ways that lower the program's RPS compliance obligations and costs. Specifically, the program could credit customers currently on the utility's NEM 2.0 tariff in the same way that NEM 1.0 customers are credited (i.e., using kWh credits to track surplus generation on the supply portion of the bill). Note that RSA 362-A:9,II explicitly grants Community Power programs the flexibility to offer net metered customers either:
  - A *"credit, as an offset to supply"* for their surplus generation, which is equivalent to the NEM 1.0 tariff accounting; or
  - To *"purchase the generation output exported"*, which is equivalent to how the NEM 2.0 tariff tracks surplus generation.

Exercising the first option listed above, by offering NEM 2.0 customers a kWh credit tracked as an offset to supply, would allow Rye Community Power to harmonize the accounting treatment of NEM 1.0 and 2.0 surplus generation for the purpose of program RPS compliance reporting. This would lower program rates and is an option that the program may therefore find cost-effective to implement.

Additionally, certain customer-generators currently receiving IRS Form 1099 taxable income from monetary credits paid out by their utility under NEM 2.0 tariff may benefit financially from receiving kWh credits for the supply portion of their monthly surplus generation instead.

While dual billing is typically avoided — as it is less convenient for most customers to receive a separate bill from their utility and supplier — customers with onsite generation systems tend to be highly informed on energy issues and respond positively to more active engagement with both their utility and supplier.

Consequently, dual billing may enhance customer satisfaction, awareness and ongoing participation in the program for customer-generators. Furthermore, dual billing could be done electronically, which is more convenient for the customer and less costly for the program than sending paper bills.

Furthermore, Rye Community Power may be able to create additional value for customer-generators through a combination of dual billing, assistance with metering upgrades and time-varying rate structures. For example:

- Many customer-generators with solar systems may benefit from local programs that help them reduce their full energy bill costs;
- Providing the customer with a separate supply-only bill would allow Rye Community Power to also offer a time-varying rate (which may not otherwise be available through Eversource's billing system);
- Upgrading to an interval meter (if the customer does not have one) and installing onsite battery storage, combined with a time-varying rate, may enable the customer-generator to further lower their overall bill by shifting their pattern of electricity usage at times of high-power prices and constrained generation and transmission capacity. This could also help to manage and lower the program's electricity supply costs in aggregate as well, and thus benefits all participating customers.

Similarly, Rye Community Power may be able to streamline the process and cost of installing REC production meters, registering customer-generators, and purchasing their RECs for the onsite power generated to satisfy part of the program's overall RPS compliance requirements. This would allow the program to source RECs locally and would provide an additional source of revenue for customer-generators in the Town.

Rye Community Power also intends to evaluate ways to enhance the value of the NEM credits that customers receive overall, from both the program and Eversource. For example, customer-generators may benefit by becoming hosts in Group Net Metering, including by establishing a Low-Moderate Income Solar Project group. The program may be able to streamline the process required to do so, which entails:

- Matching customers interested in becoming members with prospective group hosts;
- Executing a Group Net Metering Agreement together;
- Registering the group with the Public Utilities Commission and Eversource; and
- Thereafter filing annual compliance reports.

Lastly, NEM tariffs are subject to revision and Rye Community Power, through the Coalition, intends to work with Eversource, participate in Public Utilities Commission proceedings, and engage at the Legislature on issues that impact how the tariffs evolve going forward.



Customers are increasingly adopting new energy technologies and expect to be offered rates and services that provide them with new choices and fair compensation based on their investment; the program's ability to assist customers in these ways is heavily dependent on how state policies and utility regulations evolve over time.

Rye Community Power will seek to represent the interests of our community and customers in these matters.

## Excerpts from PUC EDI Standards and Guidelines

Index to PUC web page on EDI Information with correlation of hyperlinks to the name of file that downloads for each shown in [RED].

<https://www.puc.nh.gov/Electric/edi.htm>

[Home](#) > [Electric](#) > [EDI Information](#)

### EDI Information

The following files represent the existing approved EDI standards and guidelines:  
*All files in PDF unless otherwise noted.*

- Training Guide -
  - [Part 001](#) - 4/22/98 [Downloads as "Part001.pdf"]
  - [Part 002](#) - 4/22/98 [Downloads as "part002-nhguide v3.pdf"]
- [Cover Letter](#) - 4/2/98 [Downloads as "nhpuccov.pdf"]
- [Consensus Plan for the Transmission of electronic Data in New Hampshire's Retail electric Market](#) - 4/2/98 [Downloads as "edirev53.pdf"]
- [Edi Data Transaction Formats](#) - 4/2/98 [Downloads as "format33.pdf" - "Printed 4/9/2004"]
- Transaction Set Test Plans -
  - [ebtstv11](#) - 4/2/98 [ebtstv11.pdf]
  - [tplanv11](#) - 4/2/98 [tplanv11.pdf]
- [Usage Billing Invoice](#) - 4/2/98 [TS810.pdf]
- [Account Administration](#) - 4/2/98 [TS814.pdf]
- [Payment - Order/Remittance Advice](#) - 4/2/98 [TS820.pdf]
- [Draft Product Transfer Resale Report](#) - 4/2/98 [TS867.pdf]

In accordance with Commission Order No. 22,919 the above standards and guidelines are to be used "pending the outcome of a rulemaking on the implementation of EDI standards." Completion of that process is pending.

Consensus Plan for the Transmission of Electronic Data  
in New Hampshire's Retail Electric Market

Docket DR 96-150  
Electric Utility Industry Restructuring

Prepared for:  
The New Hampshire Public Utilities Commission  
8 Old Suncook Road  
Concord, NH 03301  
(603) 271-2431

Prepared by:  
The Electronic Data Interchange Working Group

April 2, 1998

Company of NH, Unitil, the Commission staff, ALLEnergy, Enron, Green Mountain Energy, Strategis Energy Ltd, Wheeled Electric Power, Unitil Resources, Select Energy, PG&E Energy, Xenergy, Eastern Utilities Associates, and Granite State Energy.

One of the first actions of the Working Group was create two subgroups, the Business Rules Subgroup and the Implementation Subgroup. The task of the Business Rules Subgroup was twofold: to reach agreement on a standard set of data transactions that meet the basic informational needs of each market participant; and to formulate business rules for each standard transaction.

The Implementation Subgroup's primary task was to review the technologies and services available for transferring large volumes of electronic data and to make recommendations which ensure the smooth and timely implementation of retail access in 1998. The subgroup was also responsible for developing recommendations on the format of the electronic files and for producing training and systems testing manuals for use by competitive providers.

#### **Anticipated Business Relationships**

In order to establish a set of mutually agreed upon standards, there first must be agreement on the business relationships which define how the market operates. The following represents the current understanding of these relationships:

##### Customers:

(i) Provide appropriate authorization to Competitive Suppliers for customer enrollment<sup>3</sup>. Such authorization may also be given by an agent acting on behalf of the Customer.

(ii) Responsible for evaluating and securing services from registered Competitive Suppliers and Competitive Service Providers. **A Customer who has not been enrolled by a Competitive Supplier at least two (2) business days prior to the Customer's first scheduled cycle meter-read date following the start date for retail competition shall automatically receive transition power service.**

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<sup>3</sup> Enrollment includes switching Competitive Suppliers.

## **Account Administration:**

### **Enroll Customer**

The Competitive Supplier shall submit customer enrollment after receiving the appropriate authorization for each account and after any rescission period has lapsed. Appropriate authorization can be submitted by the customer in writing, in electronic form, or be given orally to a qualified and independent third party.

The Competitive Supplier must electronically notify Customer's Distribution Company of the selection no less than two (2) business days prior to the scheduled cycle meter-read date or the enrollment will be deferred until the following read date. See Transaction #1.

The Distribution Company shall process enrollment requests in the order in which they are received at its VAN or alternative transfer mechanism.

### **Multiple Enrollments**

In most cases, it is anticipated that a Customer will select a Competitive Supplier, the Competitive Supplier will allow the customer rescission period to lapse, and will enroll the Customer with the Distribution Company, as outlined above. In the event that a Customer selects more than one Competitive Supplier, and those suppliers attempt to enroll that Customer for the same cycle meter-read period, the Distribution Company shall respond as follows:

The Distribution Company shall process the first valid enrollment transaction received during the enrollment period. Once received, any other enrollment transaction submitted for the same Customer during the enrollment period will be rejected.

The enrollment period commences one (1) business day prior to the Customer's scheduled cycle meter-read date and ends two (2) business days prior to the Customer's next scheduled cycle meter-read date.

### **Multiple Services**

Where more than one distribution service is assigned to a Customer account, a Competitive Supplier may submit one enrollment transaction for all services or one enrollment for each service. When a Competitive Supplier successfully enrolls a Customer with multiple services, a successful

### **Computer Operations Considerations:**

This section deals with the operational issues (both manual and automated) that affect the efficiency and consistency of business processes. The Subgroup agreed on the following principles for computer operations:

- Processing of data must be reliable, predictable, accurate and efficient
- Transaction processing must be fair and verifiable
- Trading partners' daily operational schedules should be accommodated
- The process must be designed to detect and report errors without manual intervention
- There must be a clear assignment of responsibility at all stages of transaction processing

Computer operations issues have been categorized into the following topics:

1. Scheduling
2. File Handling
3. Error Handling
4. Recovery

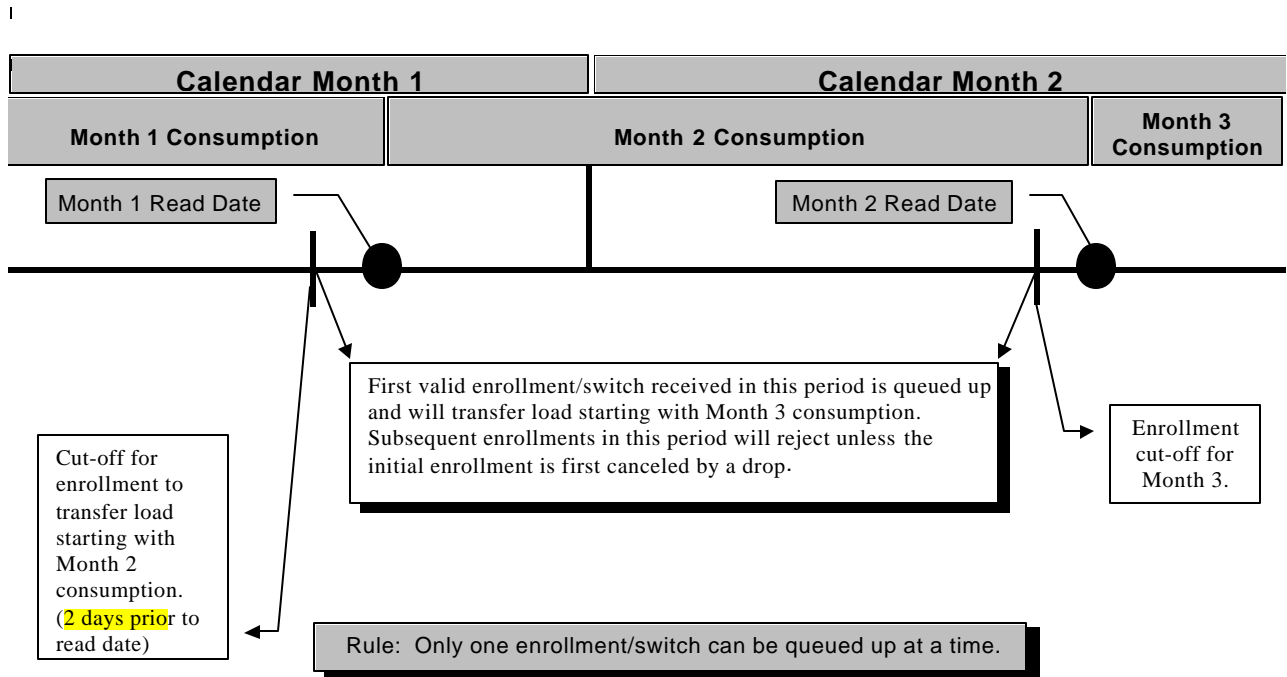
### **Scheduling**

Each trading partner will have daily schedules that should be accommodated to the extent possible. Operating schedules cannot be standardized because of differences in daily transaction volumes, processing techniques, technology, etc. At the same time, there should be a baseline schedule that all trading partners can rely on and that does not place an undue burden on any trading partner.

The Subgroup has reviewed the daily computer operation schedules of each Distribution Company in order to develop a proposed baseline schedule. **The recommended schedule for a normal business day is as follows:**

- **Supplier transactions must be received ready for Distribution Company processing by noon each work day.**
- **Transactions received by noon of the current business day will typically be responded to by noon the following business day.**

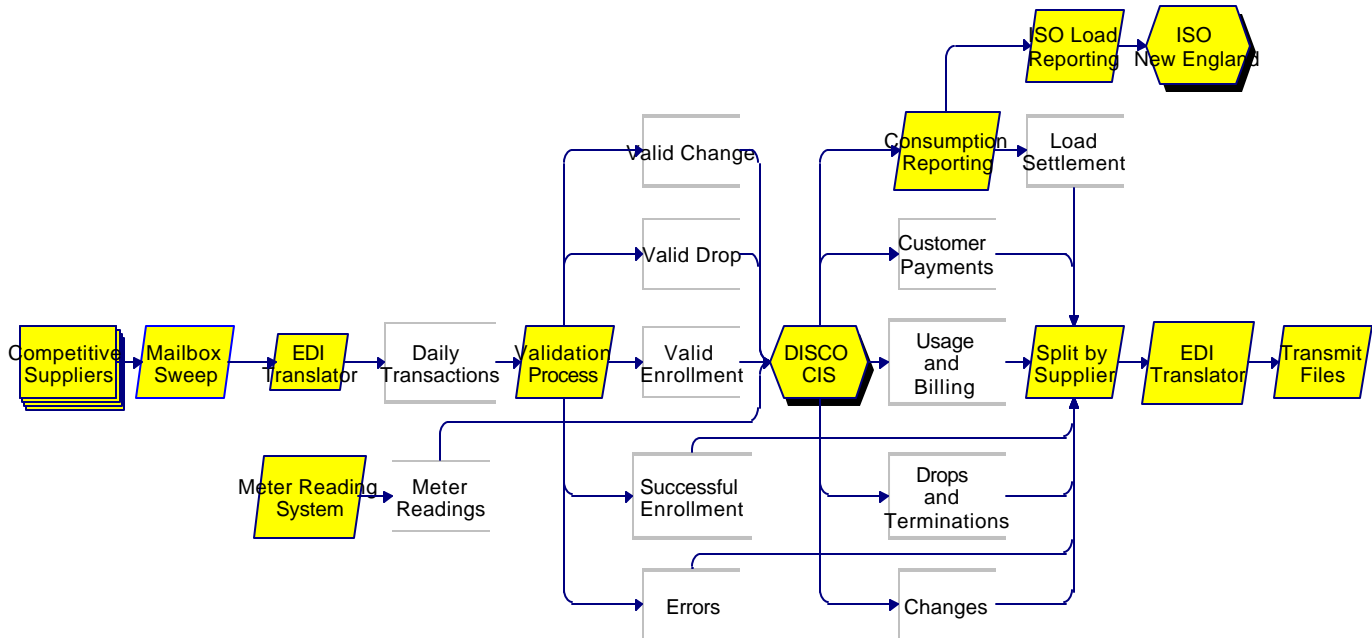
### Exhibit A: Enrollment



This diagram illustrates the relationship between the Customer Enrollment/Change Supplier transaction and the Distribution Company meter reading dates for that customer.



**Exhibit B: Electronic Business Transaction Process Flow**



This diagram is a conceptual example only. It depicts the essential components (in terms of Competitive Supplier interfaces) of a theoretical Distribution Company computer operations processing cycle. **The complete process occurs over a 24 hour period (noon to noon)** and includes:

- Daily input and validation of Competitive Supplier input transactions (Enrollments, etc.)
- Distribution Company billing cycle ("Distribution Company CIS")
- ISO New England load estimating and reporting
- Daily output to the Competitive Suppliers (Successful Enrollments, Usage and Billing, Customer Payments, Errors, Load Settlement, etc.).

**Billing Option for the Account:** This field will indicate the billing method for the Competitive Supplier. The Competitive Supplier may offer either 'Consolidated' or 'Passthrough' Billing, and the Customer will receive a separate bill from his Competitive Supplier (Passthrough) or one complete bill (Consolidated). Possible values are:

C = Consolidated (Complete)  
P= Passthrough

**Completion Status Code:** After a set of transactions is processed by the Distribution Company, this field will be used to communicate the status of each detail record. See Appendix B for valid codes.

**Consolidated Billing Option:** A billing option whereby the distribution and generation charges are combined on one statement rendered by the Distribution Company.

**Current Amount:** The current amount billed for the Competitive Supplier for an individual service when there are multiple services per account, or for a single account when there is a single service for the account.

**Current Customer Charge:** The current Customer charges applied on the Competitive Supplier portion of the bill.

**Current Demand Charges:** The current billed amount for the Competitive Supplier total demand portion of the bill.

**Current Off-Peak amount:** The current billed amount for usage recorded during the Distribution Company's off-peak hours for the Competitive Supplier portion of the bill.

**Current Peak Amount:** The current billed amount for usage recorded during the Distribution Company's on-peak hours for the Competitive Supplier portion of the bill.

**Current Read Date:** The date the meter was read. The format of the date is CCYYMMDD.

**Current Sales Tax:** The current sales tax amount for the Competitive Supplier portion of the bill.

**Current Shoulder Amount:** The current billed amount for usage recorded during the Distribution Company's shoulder hours for the Competitive Supplier portion of the bill.

**Data Exchange:** The process of sending and receiving files over a computer network.

**Demand Value Used by Distribution Company for Billing:** This field is used for time-of-use accounts. It is the kW or kVa demand that was used by the Distribution Company to calculate the current demand charges. (Since there are 2 or 3 time-of-use periods, each with demand, this field tells the Competitive Supplier which demand was used for billing purposes).

**Load Date:** The day for which the kWh usage has been calculated by the Load Estimation System. The format of the field is: CCYYMMDD.

**New Distribution Company Account Number:** In certain circumstances the Distribution Company must change a Customer's account number. This field will be used to identify the new account number.

**New Distribution Company Service Identifier:** In certain circumstances the Distribution Company must change a Customer's service (i.e. replacement meter). This field will be used to identify the new service identifier.

**New Distribution Company Customer Name:** In certain circumstances the Distribution Company must change the Customer's name (i.e. marriage). This field will be used to notify the Competitive Supplier of the first four characters of the Customer's new name.

**Net Dollars:** This field will contain the total of the Payment/Adjustment amount field for the Competitive Supplier.

**Number of Non-Metered Units:** Number of billable units pertaining to the value listed in the type of service indicator field.

**Off-Peak Demand:** The highest demand measured in kilowatts during the Distribution Company's off-peak hours.

**Off-Peak kVa Demand:** The highest kVa demand measured in kilovolt-amperes during the Distribution Company's off-peak hours.

**Off-Peak Kilowatt Hour usage:** The total kilowatt hour use during the Distribution Company's off-peak hours.

**Passthrough Billing Option:** A billing option whereby the Customer receives two bills, one for distribution charges from the Distribution Company, and one for generation charges billed separately by the Competitive Supplier.

**Payment/Adjustment Amount:** The amount that was posted to the Customer's account for the Competitive Supplier portion of the bill.

**Payment/Adjustment Code :** This field will contain a code that identifies the record's function.

- 001 = Payment received from the Customer
- 002 = Transfer
- 003 = Bad Check
- 004 = Arrears Interest
- 005 = Sales Tax
- 006 = Adjustment

007 = Supplier Write-Off

**Payment/Adjustment Posting Date:** The date the transaction amount was posted to the Customer's account for the Competitive Supplier portion of the bill.

**Peak or Highest kW demand:** For non-time-of-use meters, this will contain the actual highest demand measured in kilowatts. For time-of-use meters, it is the highest demand measured in kilowatts during the Distribution Company's on-peak hours.

**Peak kVa Demand:** The actual peak demand measured in kilovolt-amperes during the Distribution Company's on-peak hours.

**Peak or Total Kilowatt Hour Usage:** For non-time-of-use meters, this is the total kilowatt hour usage for the billing period. For time-of-use, it contains the total kilowatt hour use during the Distribution Company's on-peak hours.

**Previous Read Date:** The date the meter was last read and used for billing. The format of the date is CCYYMMDD.

**Primary Metering Indicator:** The indicator telling the Competitive Supplier that the Distribution Company has metered Customer's service at primary voltage.

N = No Primary Metering

Y = Primary Metering

SPACE = No Primary Metering

**Record Count:** The number of detail records contained in this transmission.

**Service Identifier:** Some systems offer multiple types of services to a particular account. A Competitive Supplier may wish to offer different prices for the different service types. This field will be used in conjunction with the Type of Service Indicator to identify the specific service referenced by the transaction (it typically contains a meter number or an unmetered rate depending on the type of service).

**Settlement Function:** Single character on settlement record indicating the type of supply service included in the record. The values for the field are:

C = Competitive Supply

D = Transition Service

**Shoulder kW Demand:** The shoulder demand measured in kilowatts.

**Shoulder kVa Demand:** The total shoulder demand measured in kilovolt-amperes.

**Shoulder Kilowatt Hour Usage:** The total shoulder kilowatt hour usage.

**Format II - USAGE & BILLING**

<u>DESCRIPTION</u>	<u>SIZE</u>	<u>TYPE</u>
1) Detail Record indicator	1	A/N
2) Supplier account number	20	A/N
3) Distribution Co. account number	20	A/N
4) Supplier rate code	3	A/N
5) Type of service indicator	1	A/N
6) Service Identifier	10	A/N
7) Billing option for the account - Pass Through or Consolidated	1	A/N
8) Activity Code	2	A/N
9) Supplier pricing structure maintained by Distribution Co.	7	A/N
10) Current read date	8	DATE
11) Previous read date	8	DATE
12) Primary metering indicator	1	A/N
<b>13) Peak or Total kilowatt hour usage</b>	9	N0
14) Peak or Total kW demand	6	N1
15) Peak kva demand	6	N1
<b>16) Off peak kilowatt hour usage</b>	9	N0
17) Off peak kW demand	6	N1
18) Off peak kva demand	6	N1
<b>19) Shoulder kilowatt hour usage</b>	9	N0
20) Shoulder kW demand	6	N1
21) Shoulder kva demand	6	N1
22) Demand value used by Distribution Co. for billing	6	N1
23) Number of non-metered units	4	N0
<b>FIELDS 24-35 ARE FOR CONSOLIDATED BILLING OPTION</b>		
24) Billing cycle	2	A/N
25) Billing date	8	DATE
26) Current amount	11	N2
<b>27) Current peak amount</b>	11	N2
<b>28) Current off peak amount</b>	11	N2
<b>29) Current shoulder amount</b>	11	N2
30) Current demand charges	11	N2
31) Current customer charge	11	N2
32) Current Tax amount	11	N2
33) Arrears interest *	11	N2
34) Supplier arrears *	11	N2

**Format II - CUSTOMER USAGE INFORMATION (Transaction 10)**

*From Distribution Co. to Supplier*

<u>DESCRIPTION</u>	<u>REQ</u>	<u>SIZE</u>	<u>TYPE</u>	PSNH	NHEC	CVEC	UNITIL	GSEC
1) Detail Record indicator	MA	1	A/N					
2) Supplier account number	MA	20	A/N					
3) Distribution Co. account number	MA	20	A/N					
4) Supplier rate code	N/A							
5) Type of service indicator	OP	1	A/N	Y		Y		M
6) Service Identifier	OP	10	A/N	I		Y		M
7) Billing option for the account - Pass Through or Consolidated	MA	1	A/N					
8) Activity Code	MA	2	A/N					
9) Supplier pricing structure maintained by Distribution Co.	N/A							
10) Current read date	MA	8	DATE					
11) Previous read date	MA	8	DATE					
12) Primary metering indicator	OP	1	A/N	Y				IF A
<b>13) Peak or Total kilowatt hour usage</b>	<b>MA</b>	<b>9</b>	N0					
14) Peak or Total kW Demand	OP	6	N1	IF A		IF A		IF A
15) Peak kva demand	OP	6	N1	IF A		IF A		IF A
<b>16) Off peak kilowatt hour usage</b>	OP	9	N0	IF A		IF A		IF A
17) Off peak kW demand	OP	6	N1	IF A		IF A		IF A
18) Off peak kva demand	OP	6	N1	IF A		IF A		IF A
<b>19) Shoulder kilowatt hour usage</b>	OP	9	N0	I				IF A
20) Shoulder kW demand	OP	6	N1	I				IF A
21) Shoulder kva demand	OP	6	N1	I				IF A
22) Demand value used by Distribution Co. for billing	OP	6	N1	IF A		IF A		IF A
23) Number of non-metered units	OP	4	N0	IF A		IF A		IF A
<b>FIELDS 24-35 ARE FOR CONSOLIDATED BILLING OPTION</b>								
24) Billing cycle	N/A							
25) Billing date	N/A							
26) Current amount	N/A							
27) Current <b>peak</b> amount	N/A							
28) Current <b>off peak</b> amount	N/A							
29) Current <b>shoulder</b> amount	N/A							
30) Current demand charges	N/A							
31) Current customer charge	N/A							
32) Current Tax amount	N/A							
33) Arrears interest	N/A							
34) Supplier arrears	N/A							

**Format II - CUSTOMER USAGE and BILLING INFORMATION (Transaction 11)**

*From Distribution Co. to Supplier*

<u>DESCRIPTION</u>	<u>REQ</u>	<u>SIZE</u>	<u>TYPE</u>	PSNH	NHEC	CVEC	UNITIL	GSEC
1) Detail Record indicator	MA	1	A/N					
2) Supplier account number	MA	20	A/N					
3) Distribution Co. account number	MA	20	A/N					
4) Supplier rate code	MA	3	A/N					
5) Type of service indicator	OP	1	A/N	Y		Y	M	
6) Service Identifier	OP	10	A/N	I		Y	M	
7) Billing option for the account - Pass Through or Consolidated	MA	1	A/N					
8) Activity Code	MA	2	A/N					
9) Supplier pricing structure maintained by Distribution Co.	MA	7	A/N					
10) Current read date	MA	8	DATE					
11) Previous read date	MA	8	DATE					
12) Primary metering indicator	OP	1	A/N	Y		Y	IF A	
<b>13) Peak or Total kilowatt hour usage</b>	<b>MA</b>	9	N0					
14) Peak or Total kW demand	OP	6	N1	IF A		IF A	IF A	
15) Peak kva demand	OP	6	N1	IF A		IF A	IF A	
<b>16) Off peak kilowatt hour usage</b>	OP	9	N0	IF A		IF A	IF A	
17) Off peak kW demand	OP	6	N1	IF A		IF A	IF A	
18) Off peak kva demand	OP	6	N1	IF A		IF A	IF A	
<b>19) Shoulder kilowatt hour usage</b>	OP	9	N0	I		I	IF A	
20) Shoulder kW demand	OP	6	N1	I		I	IF A	
21) Shoulder kva demand	OP	6	N1	I		I	IF A	
22) Demand value used by Distribution Co. for billing	OP	6	N1	IF A		IF A	IF A	
23) Number of non-metered units	OP	4	N0	IF A		IF A	IF A	
<b>FIELDS 24-35 ARE FOR CONSOLIDATED BILLING OPTION</b>								
24) Billing cycle	OP	2	A/N	NO	Y	Y	Y	Y
25) Billing date	MA	8	DATE					
26) Current amount	MA	11	N2					
<b>27) Current peak amount</b>	OP	11	N2	IF A		IF A	IF A	
<b>28) Current off peak amount</b>	OP	11	N2	IF A		IF A	IF A	
<b>29) Current shoulder amount</b>	OP	11	N2	I		I	IF A	
30) Current demand charges	OP	11	N2	IF A		IF A	IF A	
31) Current customer charge	OP	11	N2	IF A		IF A	IF A	
32) Current Tax amount	OP	11	N2	IF A		IF A	IF A	
33) Arrears interest *	OP	11	N2	IF A		IF A	IF A	
34) Supplier arrears *	OP	11	N2	IF A		IF A	IF A	



# 810 Usage/Billing Invoice

Functional Group ID=**IN**

## Introduction:

This transaction will allow Distribution companies to send usage and billing information for electricity to the suppliers who have enrolled customers.

## Notes:

ASSUMPTION: One 810 will be created for all of a Suppliers customers who receive electricity from this Distribution company for a given billing cycle. Each customers account for the specific Supplier defined by the N1 within will create looping at the IT1 segment level.

## Heading:

	<u>Pos. No.</u>	<u>Seg. ID</u>	<u>Name</u>	<u>Req. Des.</u>	<u>Max.Use</u>	<u>Loop Repeat</u>	<u>Notes and Comments</u>
Must Use	010	ST	Transaction Set Header	M	1		
Must Use	020	BIG	Beginning Segment for Invoice	M	1		
Not Used	030	NTE	Note/Special Instruction	O	100		
Not Used	040	CUR	Currency	O	1		
Not Used	050	REF	Reference Identification	O	12		
Not Used	055	YNQ	Yes/No Question	O	10		
Not Used	060	PER	Administrative Communications Contact	O	3		
LOOP ID - N1						1	
Must Use	070	N1	Name - Distribution Company	O	1		
Not Used	080	N2	Additional Name Information	O	2		
Not Used	090	N3	Address Information	O	2		
Not Used	100	N4	Geographic Location	O	1		
Not Used	110	REF	Reference Identification	O	12		
Not Used	120	PER	Administrative Communications Contact	O	3		
Not Used	125	DMG	Demographic Information	O	1		
LOOP ID - N1						1	
Must Use	070	N1	Name - Supplier	O	1		
Not Used	080	N2	Additional Name Information	O	2		
Not Used	090	N3	Address Information	O	2		
Not Used	100	N4	Geographic Location	O	1		
Not Used	110	REF	Reference Identification	O	12		
Not Used	120	PER	Administrative Communications Contact	O	3		
Not Used	125	DMG	Demographic Information	O	1		
Not Used	130	ITD	Terms of Sale/Deferred Terms of Sale	O	>1		
	140	DTM	Date/Time Reference - File Creation Date	O	1		
Not Used	150	FOB	F.O.B. Related Instructions	O	1		
Not Used	160	PID	Product/Item Description	O	200		
Not Used	170	MEA	Measurements	O	40		

Not Used	180	PWK	Paperwork	O	25
Not Used	190	PKG	Marking, Packaging, Loading	O	25
Not Used	200	L7	Tariff Reference	O	1
Not Used	212	BAL	Balance Detail	O	>1
Not Used	213	INC	Installment Information	O	1
Not Used	214	PAM	Period Amount	O	>1
<b>LOOP ID - LM</b>					<b>10</b>
Not Used	220	LM	Code Source Information	O	1
Not Used	230	LQ	Industry Code	M	100
<b>LOOP ID - N9</b>					<b>1</b>
Not Used	240	N9	Reference Identification	O	1
Not Used	250	MSG	Message Text	M	10
<b>LOOP ID - V1</b>					<b>&gt;1</b>
Not Used	260	V1	Vessel Identification	O	1
Not Used	270	R4	Port or Terminal	O	>1
Not Used	280	DTM	Date/Time Reference	O	>1
<b>LOOP ID - FA1</b>					<b>&gt;1</b>
Not Used	290	FA1	Type of Financial Accounting Data	O	1
Not Used	300	FA2	Accounting Data	M	>1

**Detail:**

<u>Pos. No.</u>	<u>Seg. ID</u>	<u>Name</u>	<u>Req. Des.</u>	<u>Max.Use</u>	<u>Loop Repeat</u>	<u>Notes and Comments</u>
<b>LOOP ID - IT 1</b>					<b>200000</b>	
Must Use	010	IT1	Baseline Item Data (Invoice)	O	1	
Not Used	012	CRC	Conditions Indicator	O	1	
Not Used	015	QTY	Quantity	O	5	n1
Not Used	020	CUR	Currency	O	1	
Not Used	030	IT3	Additional Item Data	O	5	
Not Used	040	TXI	Tax Information	O	10	
Not Used	050	CTP	Pricing Information	O	25	
Not Used	055	PAM	Period Amount	O	10	
<b>Must Use</b>	<b>059</b>	<b>MEA</b>	<b>Measurements - Peak/Total kilowatt hour usage</b>	O	1	
	059	MEA	Measurements - Peak kW Demand	O	1	
	059	MEA	Measurements - Peak kva Demand	O	1	
<b>059</b>	<b>MEA</b>	<b>Measurements - Off Peak kilowatt hour usage</b>	O	1		
	059	MEA	Measurements - Off Peak kW Demand	O	1	
	059	MEA	Measurements - Off Peak kva Demand	O	1	
<b>059</b>	<b>MEA</b>	<b>Measurements - Shoulder kilowatt hour usage</b>	O	1		
	059	MEA	Measurements - Shoulder kW Demand	O	1	
	059	MEA	Measurements - Shoulder kva Demand	O	1	
	059	MEA	Measurements - Demand value used for Billing	O	1	
	059	MEA	Measurements - Number of Non-metered units	O	1	
<b>LOOP ID - PID</b>					<b>1000</b>	

**Segment:** **MEA** **Measurements - Peak/Total kilowatt hour usage**

**Position:** 059

**Loop:** IT1 Optional (Must Use)

**Level:** Detail:

**Usage:** Optional (Must Use)

**Max Use:** 1

**Purpose:** To specify physical measurements or counts, including dimensions, tolerances, variances, and weights (See Figures Appendix for example of use of C001)

**Syntax Notes:**

- 1 At least one of MEA03 MEA05 MEA06 or MEA08 is required.
- 2 If MEA05 is present, then MEA04 is required.
- 3 If MEA06 is present, then MEA04 is required.
- 4 If MEA07 is present, then at least one of MEA03 MEA05 or MEA06 is required.
- 5 Only one of MEA08 or MEA03 may be present.

**Semantic Notes:**

- 1 MEA04 defines the unit of measure for MEA03, MEA05, and MEA06.

**Comments:**

- 1 When citing dimensional tolerances, any measurement requiring a sign (+ or -), or any measurement where a positive (+) value cannot be assumed, use MEA05 as the negative (-) value and MEA06 as the positive (+) value.

**Data Element Summary**

Ref.	Data			
<u>Des.</u>	<u>Element</u>	<u>Name</u>	<u>Attributes</u>	
X	MEA01	737	<b>Measurement Reference ID Code</b>	O ID 2/2
			Code identifying the broad category to which a measurement applies Refer to 003070UIG Data Element Dictionary for acceptable code values.	
X	MEA02	738	<b>Measurement Qualifier</b>	O ID 1/3
			Code identifying a specific product or process characteristic to which a measurement applies Refer to 003070UIG Data Element Dictionary for acceptable code values.	
>>	MEA03	739	<b>Measurement Value</b>	X R 1/20
			The value of the measurement <b>Peak/Total kilowatt hour usage</b>	
>>	MEA04	C001	<b>Composite Unit of Measure</b>	X
			To identify a composite unit of measure (See Figures Appendix for examples of use)	
>>	C00101	355	<b>Unit or Basis for Measurement Code</b>	M ID 2/2
			Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken KH Kilowatt Hour	
			Refer to 003070UIG Data Element Dictionary for acceptable code values.	
X	C00102	1018	<b>Exponent</b>	O R 1/15
			Power to which a unit is raised	
X	C00103	649	<b>Multiplier</b>	O R 1/10
			Value to be used as a multiplier to obtain a new value	
X	C00104	355	<b>Unit or Basis for Measurement Code</b>	O ID 2/2
			Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken Refer to 003070UIG Data Element Dictionary for acceptable code values.	
X	C00105	1018	<b>Exponent</b>	O R 1/15
			Power to which a unit is raised	
X	C00106	649	<b>Multiplier</b>	O R 1/10
			Value to be used as a multiplier to obtain a new value	
X	C00107	355	<b>Unit or Basis for Measurement Code</b>	O ID 2/2
			Code specifying the units in which a value is being expressed, or manner in	

			which a measurement has been taken		
			Refer to 003070UIG Data Element Dictionary for acceptable code values.		
X	C00108	1018	<b>Exponent</b> Power to which a unit is raised	O	R 1/15
X	C00109	649	<b>Multiplier</b> Value to be used as a multiplier to obtain a new value	O	R 1/10
X	C00110	355	<b>Unit or Basis for Measurement Code</b> Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken Refer to 003070UIG Data Element Dictionary for acceptable code values.	O	ID 2/2
X	C00111	1018	<b>Exponent</b> Power to which a unit is raised	O	R 1/15
X	C00112	649	<b>Multiplier</b> Value to be used as a multiplier to obtain a new value	O	R 1/10
X	C00113	355	<b>Unit or Basis for Measurement Code</b> Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken Refer to 003070UIG Data Element Dictionary for acceptable code values.	O	ID 2/2
X	C00114	1018	<b>Exponent</b> Power to which a unit is raised	O	R 1/15
X	C00115	649	<b>Multiplier</b> Value to be used as a multiplier to obtain a new value	O	R 1/10
X	MEA05	740	<b>Range Minimum</b> The value specifying the minimum of the measurement range	X	R 1/20
X	MEA06	741	<b>Range Maximum</b> The value specifying the maximum of the measurement range	X	R 1/20
>>	MEA07	935	<b>Measurement Significance Code</b> Code used to benchmark, qualify or further define a measurement value	O	ID 2/2
			42 On-Peak Refer to 003070UIG Data Element Dictionary for acceptable code values.		
X	MEA08	936	<b>Measurement Attribute Code</b> Code used to express an attribute response when a numeric measurement value cannot be determined Refer to 003070UIG Data Element Dictionary for acceptable code values.	X	ID 2/2
X	MEA09	752	<b>Surface/Layer/Position Code</b> Code indicating the product surface, layer or position that is being described Refer to 003070UIG Data Element Dictionary for acceptable code values.	O	ID 2/2
X	MEA10	1373	<b>Measurement Method or Device</b> The method or device used to record the measurement Refer to 003070UIG Data Element Dictionary for acceptable code values.	O	ID 2/4

<b>Segment:</b>	<b>MEA</b> Measurements - Off Peak kilowatt hour usage
<b>Position:</b>	059
<b>Loop:</b>	IT1 Optional (Must Use)
<b>Level:</b>	Detail:
<b>Usage:</b>	Optional
<b>Max Use:</b>	1
<b>Purpose:</b>	To specify physical measurements or counts, including dimensions, tolerances, variances, and weights (See Figures Appendix for example of use of C001)
<b>Syntax Notes:</b>	<ol style="list-style-type: none"> <li>1 At least one of MEA03 MEA05 MEA06 or MEA08 is required.</li> <li>2 If MEA05 is present, then MEA04 is required.</li> <li>3 If MEA06 is present, then MEA04 is required.</li> <li>4 If MEA07 is present, then at least one of MEA03 MEA05 or MEA06 is required.</li> <li>5 Only one of MEA08 or MEA03 may be present.</li> </ol>
<b>Semantic Notes:</b>	1 MEA04 defines the unit of measure for MEA03, MEA05, and MEA06.
<b>Comments:</b>	1 When citing dimensional tolerances, any measurement requiring a sign (+ or -), or any measurement where a positive (+) value cannot be assumed, use MEA05 as the negative (-) value and MEA06 as the positive (+) value.

**Data Element Summary**

<u>Ref.</u>	<u>Data</u>	<u>Name</u>	<u>Attributes</u>
<u>Des.</u>	<u>Element</u>		
X	MEA01	737 Measurement Reference ID Code	O ID 2/2
		Code identifying the broad category to which a measurement applies	
		Refer to 003070UIG Data Element Dictionary for acceptable code values.	
X	MEA02	738 Measurement Qualifier	O ID 1/3
		Code identifying a specific product or process characteristic to which a measurement applies	
		Refer to 003070UIG Data Element Dictionary for acceptable code values.	
>>	MEA03	739 Measurement Value	X R 1/20
		The value of the measurement	
		Off Peak kilowatt hour usage	
>>	MEA04	C001 Composite Unit of Measure	X
		To identify a composite unit of measure (See Figures Appendix for examples of use)	
>>	C00101	355 Unit or Basis for Measurement Code	M ID 2/2
		Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken	
		KH Kilowatt hours	
		Refer to 003070UIG Data Element Dictionary for acceptable code values.	
X	C00102	1018 Exponent	O R 1/15
		Power to which a unit is raised	
X	C00103	649 Multiplier	O R 1/10
		Value to be used as a multiplier to obtain a new value	
X	C00104	355 Unit or Basis for Measurement Code	O ID 2/2
		Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken	
		Refer to 003070UIG Data Element Dictionary for acceptable code values.	
X	C00105	1018 Exponent	O R 1/15
		Power to which a unit is raised	
X	C00106	649 Multiplier	O R 1/10
		Value to be used as a multiplier to obtain a new value	
X	C00107	355 Unit or Basis for Measurement Code	O ID 2/2
		Code specifying the units in which a value is being expressed, or manner in	

**Segment:** **MEA** Measurements - Shoulder kilowatt hour usage  
**Position:** 059  
**Loop:** IT1 Optional (Must Use)  
**Level:** Detail:  
**Usage:** Optional  
**Max Use:** 1  
**Purpose:** To specify physical measurements or counts, including dimensions, tolerances, variances, and weights (See Figures Appendix for example of use of C001)  
**Syntax Notes:**  
 1 At least one of MEA03 MEA05 MEA06 or MEA08 is required.  
 2 If MEA05 is present, then MEA04 is required.  
 3 If MEA06 is present, then MEA04 is required.  
 4 If MEA07 is present, then at least one of MEA03 MEA05 or MEA06 is required.  
 5 Only one of MEA08 or MEA03 may be present.  
**Semantic Notes:**  
 1 MEA04 defines the unit of measure for MEA03, MEA05, and MEA06.  
**Comments:**  
 1 When citing dimensional tolerances, any measurement requiring a sign (+ or -), or any measurement where a positive (+) value cannot be assumed, use MEA05 as the negative (-) value and MEA06 as the positive (+) value.

**Data Element Summary**

Ref.	Data Des.	Data Element	Name	Attributes
X	MEA01	737	<b>Measurement Reference ID Code</b> Code identifying the broad category to which a measurement applies Refer to 003070UIG Data Element Dictionary for acceptable code values.	O ID 2/2
X	MEA02	738	<b>Measurement Qualifier</b> Code identifying a specific product or process characteristic to which a measurement applies Refer to 003070UIG Data Element Dictionary for acceptable code values.	O ID 1/3
>>	MEA03	739	<b>Measurement Value</b> The value of the measurement <b>Shoulder kilowatt hour usage</b>	X R 1/20
>>	MEA04	C001	<b>Composite Unit of Measure</b> To identify a composite unit of measure (See Figures Appendix for examples of use)	X
>>	C00101	355	<b>Unit or Basis for Measurement Code</b> Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken KH Kilowatt hours Refer to 003070UIG Data Element Dictionary for acceptable code values.	M ID 2/2
X	C00102	1018	<b>Exponent</b> Power to which a unit is raised	O R 1/15
X	C00103	649	<b>Multiplier</b> Value to be used as a multiplier to obtain a new value	O R 1/10
X	C00104	355	<b>Unit or Basis for Measurement Code</b> Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken Refer to 003070UIG Data Element Dictionary for acceptable code values.	O ID 2/2
X	C00105	1018	<b>Exponent</b> Power to which a unit is raised	O R 1/15
X	C00106	649	<b>Multiplier</b> Value to be used as a multiplier to obtain a new value	O R 1/10
X	C00107	355	<b>Unit or Basis for Measurement Code</b> Code specifying the units in which a value is being expressed, or manner in	O ID 2/2

<b>Segment:</b>	<b>SAC</b> <b>Allowance, or Charge Information - Current Amount</b>
<b>Position:</b>	180
<b>Loop:</b>	SAC Optional
<b>Level:</b>	Detail:
<b>Usage:</b>	Optional
<b>Max Use:</b>	1
<b>Purpose:</b>	To request or identify a service, promotion, allowance, or charge; to specify the amount or percentage for the service, promotion, allowance, or charge
<b>Syntax Notes:</b>	<ol style="list-style-type: none"> <li>1 At least one of SAC02 or SAC03 is required.</li> <li>2 If either SAC03 or SAC04 is present, then the other is required.</li> <li>3 If either SAC06 or SAC07 is present, then the other is required.</li> <li>4 If either SAC09 or SAC10 is present, then the other is required.</li> <li>5 If SAC11 is present, then SAC10 is required.</li> <li>6 If SAC13 is present, then at least one of SAC02 or SAC04 is required.</li> <li>7 If SAC14 is present, then SAC13 is required.</li> <li>8 If SAC16 is present, then SAC15 is required.</li> </ol>
<b>Semantic Notes:</b>	<ol style="list-style-type: none"> <li>1 If SAC01 is "A" or "C", then at least one of SAC05, SAC07, or SAC08 is required.</li> <li>2 SAC05 is the total amount for the service, promotion, allowance, or charge. If SAC05 is present with SAC07 or SAC08, then SAC05 takes precedence.</li> <li>3 SAC08 is the allowance or charge rate per unit.</li> <li>4 SAC10 and SAC11 is the quantity basis when the allowance or charge quantity is different from the purchase order or invoice quantity. SAC10 and SAC11 used together indicate a quantity range, which could be a dollar amount, that is applicable to service, promotion, allowance, or charge.</li> <li>5 SAC13 is used in conjunction with SAC02 or SAC04 to provide a specific reference number as identified by the code used.</li> <li>6 SAC14 is used in conjunction with SAC13 to identify an option when there is more than one option of the promotion.</li> <li>7 SAC16 is used to identify the language being used in SAC15.</li> </ol>
<b>Comments:</b>	<ol style="list-style-type: none"> <li>1 SAC04 may be used to uniquely identify the service, promotion, allowance, or charge. In addition, it may be used in conjunction to further the code in SAC02.</li> <li>2 In some business applications, it is necessary to advise the trading partner of the actual dollar amount that a particular allowance, charge, or promotion was based on to reduce ambiguity. This amount is commonly referred to a "Dollar Basis Amount". It is represented in the SAC segment in SAC10 using the qualifier "DO" - Dollars in SAC09.</li> </ol>
<b>Notes:</b>	Summary value of any and all of the following that are applicable to this account. SAC for Current Peak Amount SAC for Current Off-Peak Amount SAC for Current Shoulder Amount SAC for Current Demand Charges SAC for Current Customer Charges SAC for Current Sales Tax Amount

**Data Element Summary**

<b>Ref.</b>	<b>Data</b>	<b>Name</b>	<b>Attributes</b>
<b>Des.</b>	<b>Element</b>		
>>	<b>SAC01</b>	<b>248 Allowance or Charge Indicator</b>	<b>M ID 1/1</b>
		Code which indicates an allowance or charge for the service specified	
		<b>C Charge</b>	
		Refer to 003070UIG Data Element Dictionary for acceptable code values.	
<b>X</b>	<b>SAC02</b>	<b>1300 Service, Promotion, Allowance, or Charge Code</b>	<b>X ID 4/4</b>
		Code identifying the service, promotion, allowance, or charge	
		Refer to 003070UIG Data Element Dictionary for acceptable code values.	
	<b>SAC03</b>	<b>559 Agency Qualifier Code</b>	<b>X ID 2/2</b>



# 867 Product Transfer and Resale Report

Functional Group ID=**PT**

## Introduction:

This Draft Standard for Trial Use contains the format and establishes the data contents of the Product Transfer and Resale Report Transaction Set (867) for use within the context of an Electronic Data Interchange (EDI) environment. The transaction set can be used to: (1) report information about product that has been transferred from one location to another; (2) report sales of product from one or more locations to an end customer; or (3) report sales of a product from one or more locations to an end customer, and demand beyond actual sales (lost orders). Report may be issued by either buyer or seller.

## Notes:

For Use in Reporting Historical Electric Power usage for a given time period.

## Heading:

	<u>Pos. No.</u>	<u>Seg. ID</u>	<u>Name</u>	<u>Req. Des.</u>	<u>Max.Use</u>	<u>Loop Repeat</u>	<u>Notes and Comments</u>
Must Use	010	ST	Transaction Set Header	M	1		
Must Use	020	BPT	Beginning Segment for Product Transfer and Resale	M	1		
			LOOP ID - N1			2	
Used	080	N1	Name	O	1		

## Detail:

	<u>Pos. No.</u>	<u>Seg. ID</u>	<u>Name</u>	<u>Req. Des.</u>	<u>Max.Use</u>	<u>Loop Repeat</u>	<u>Notes and Comments</u>
			LOOP ID - PTD			>1	
Must Use	010	PTD	Product Transfer and Resale Detail	M	1		
			LOOP ID - N1			5	
Used	050	N1	Name - Consumer	O	1		
Used	090	REF	Reference Identification	O	20		
			LOOP ID - QTY			>1	
Used	110	QTY	Quantity	O	1		
Must Use	160	MEA	Measurements	O	40		
Used	210	DTM	Date/Time Reference	O	10		

## Summary:

	<u>Pos. No.</u>	<u>Seg. ID</u>	<u>Name</u>	<u>Req. Des.</u>	<u>Max.Use</u>	<u>Loop Repeat</u>	<u>Notes and Comments</u>
			LOOP ID - CTT			1	
Used	010	CTT	Transaction Totals	O	1		n1
Must Use	030	SE	Transaction Set Trailer	M	1		

## Transaction Set Notes

- The number of line items (CTT01) is the accumulation of the number of LIN segments. If used, hash total (CTT02) is the sum of the value of quantities (QTY02) for each QTY segment.

**New Hampshire Retail Open Access**

**Segment:** **MEA Measurements**

**Position:** 160

**Loop:** QTY Optional

**Level:** Detail:

**Usage:** Optional (Must Use)

**Max Use:** 40

**Purpose:** To specify physical measurements or counts, including dimensions, tolerances, variances, and weights (See Figures Appendix for example of use of C001)

**Syntax Notes:**

- 1 At least one of MEA03 MEA05 MEA06 or MEA08 is required.
- 2 If MEA05 is present, then MEA04 is required.
- 3 If MEA06 is present, then MEA04 is required.
- 4 If MEA07 is present, then at least one of MEA03 MEA05 or MEA06 is required.
- 5 Only one of MEA08 or MEA03 may be present.

**Semantic Notes:**

- 1 MEA04 defines the unit of measure for MEA03, MEA05, and MEA06.

**Comments:**

- 1 When citing dimensional tolerances, any measurement requiring a sign (+ or -), or any measurement where a positive (+) value cannot be assumed, use MEA05 as the negative (-) value and MEA06 as the positive (+) value.

**Data Element Summary**

	<u>Ref. Des.</u>	<u>Data Element</u>	<u>Name</u>	<u>Attributes</u>
Used	MEA04	C001	<b>Composite Unit of Measure</b> To identify a composite unit of measure (See Figures Appendix for examples of use)	X
M/U	C00101	355	<b>Unit or Basis for Measurement Code</b> Code specifying the units in which a value is being expressed, or manner in which a measurement has been taken	M ID 2/2
			K1 Kilowatt Demand Represents potential power load measured at predetermined intervals	
			K2 Kilovolt Amperes Reactive Demand Reactive power that must be supplied for specific types of customer's equipment; billable when kilowatt demand usage meets or exceeds a defined parameter	
			<b>KH Kilowatt Hour</b>	
Used	MEA05	740	<b>Range Minimum</b> The value specifying the minimum of the measurement range	X R 1/20
Used	MEA06	741	<b>Range Maximum</b> The value specifying the maximum of the measurement range	X R 1/20
Used	MEA07	935	<b>Measurement Significance Code</b> Code used to benchmark, qualify or further define a measurement value	O ID 2/2
			41 <b>Off Peak</b>	
			42 <b>On Peak</b>	
			51 Total	
			66 Sales	
			<b>Shoulder</b>	

## EBT Test Plan

### Test File Processing

A total of six transaction sets (files) are needed to complete the test:

File ID	Simulated Date	Description
1A	7/2/98	1 <sup>st</sup> file from supplier to Disco. Contains Enrollments.
1B	7/3/98	Disco's response to file 1A.
2A	7/3/98	2 <sup>nd</sup> file from supplier to Disco. Contains Changes, Drops and more Enrollments.
2B	7/6/98	Disco's response to file 2A plus Changes, Moves and Drops.
3B	8/10/98	From Disco to supplier. Usage and Billing records for August cycle 6.
4B	8/25/98	From Disco to supplier. Payments and Adjustments.

The supplier may transmit files 1A and 2A without waiting to receive the first file from the Disco. The Disco will process File 1A and 2A as if they were actually transmitted on two separate days. **A complete test cycle can typically be completed in two days, assuming no problems.**

### Account Number Tables

Each transaction contains the Distribution Company Account Number and the Supplier Account Number. Since the actual account numbers are not known at this time, the test transaction account numbers have been arbitrarily assigned. A translation table for each company will have to be developed to replace the test script account numbers with "real" account numbers. The Account Number Tables have been provided as a template for this. Note that a given account may be used in more than one test condition.

### Service Identifier Table

Where the Service Identifier (i.e., meter number) is used, a translation table for each company will have to be developed to replace the test script Service Identifier with "real" ids (meter number, rate code, etc.). The Service Identifier Table is provided as a template for this.

### Optional Fields

The distribution companies have documented their unique requirements as optional fields. This information is included in Appendix D of the EDI Working Group Report dated March \_\_, 1998. Trading partners will have to work together to ensure that adequate testing of optional fields is performed.

## EBT Test Plan

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### EBT Test Procedure Attachment 2: **Test Acceptance Form**

The undersigned agree that [supplier company] and [UDC] have successfully completed electronic interchange testing on [date].

**Subject to finalization of bilateral agreements between [supplier] and [UDC] and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, [supplier] may submit customer enrollment transactions** electronically to [UDC] beginning on [date].

Supplier Company: \_\_\_\_\_

Supplier Business Contact Signature: \_\_\_\_\_

Date of Test Acceptance: \_\_\_\_\_

Supplier Technical Contact Signature: \_\_\_\_\_

Date of Test Acceptance: \_\_\_\_\_

Distribution Company: \_\_\_\_\_

Distribution Company Business Contact Signature: \_\_\_\_\_

Date of Test Acceptance: \_\_\_\_\_

Distribution Company Technical Contact Signature: \_\_\_\_\_

Date of Test Acceptance: \_\_\_\_\_

EBT Test Conditions  
 Test Condition Descriptions

Complaint to NHDOE Against PSNH/Eversource

A-013	Customer on the Complete bill option moves within Disco service territory. Note variation in format of address (apartment number is imbedded in line 1).	Disco sends a Move transaction and a final Usage and Billing transaction (Activity Code 3). The Move transaction identifies the customers' new account number, service id (meter), cycle and billing address.
A-014	Customer on Pass-Through bill option moves outside Disco service territory.	Disco sends a Drop transaction and a final Usage transaction (Note: This is the same action that would be taken if customer called Disco to drop the supplier).
A-015	Supplier changes price structure.	Disco should accept the Change transaction and update the Price Structure. No confirmation is returned but the next billing record should use the new price structure.
A-016	Supplier changes account number.	Disco should accept the Change transaction and update the account number. No confirmatin is returned but subsequent transactions should carry the new account number.
A-017	Customer currently getting separate bills (Pass-through) wants one bill. Supplier sends a change to the billing option, but doesn't specify the rate and price structure.	The Change transaction should be rejected. Disco should return an error record with two error codes in the Completion Code field: Code 109 (Invalid Rate Code) and Code 110 (Invalid Price Structure)
A-018	Enrollment submitted for an account that is already pending enrollment.	The Enrollment should be rejected. An Unsuccessful Enrollment transaction is returned with Completion Code = 164
B-001	Customer on <b>Pass-through option</b> ; single service account - regular cycle bill.	Disco sends Usage record (Activity Code 0)
B-002	Customer on Pass-through option; multiple metered services on account - regular cycle bill.	Disco sends a Usage record for each service on the account (Activity Code 0)
B-003	Customer on <b>Complete bill option</b> ; single service account - regular cycle bill.	Disco sends Usage and Billing record (Activity Code 0)
B-004	Customer on Complete bill option; multiple metered services on account - regular cycle bill. Note: This scenario does not apply to all Discos.	Disco sends Usage and Billing record for each service on the account. The last record in the set contains the total amounts. Activity Codes are = 0.
B-005	Estimated consumption (Pass-through)	Disco sends Usage record; Activity Code = 6
B-006	Estimated consumption (Complete bill)	Disco sends Usage and Billing record; Activity Code = 6
B-007	Customer disconnected by Disco (Final Bill)	Disco sends Usage and Billing record; Activity Code = 3. A Drop transaction is not sent.
<b>B-008</b>	<b>Time of use (kwh and demand) - Pass-Through option</b>	<b>Disco sends Usage and Billing record with on and off peak fields filled in.</b>
B-009	Primary metering	Disco sends Usage and Billing record with Primary Metering indicator = Y
B-010	Late payment charge - Supplier Arrears = \$50.00	Disco sends Usage and Billing record with Supplier Arrears and Late Payment Charge fields filled in
B-011	Unmetered service bill	Disco sends Usage and Billing record with Number of Unmetered Units filled in
B-012	Cancel and rebill - net effect is to reduce previous consumption by 200kwh. Original bill was for 500kwh; revised bill is for 300kwh.	Disco sends two Usage and Billing records: one that reflects the adjustment (Activity Code = 1) and one that reflects the rebilling (Activity Code = 4)
C-001	Customer makes full payment.	Disco sends a Payment record that shows the suppliers' portion of the payment. The supplier should add this amount (it is signed) to the customer's balance.

EBT Test Conditions  
 Test Condition Descriptions

RATE KEY	Rate	Price Structure	KWH Price	KW Price	Off Peak KWH Price	Off Peak KW Price	Peak KVA Price	Off Peak KVA Price	Shoulder KWH Price	Shoulder KW Price	Shoulder KVA Price
G002000001	G00	2000001	\$0.020000	\$1.000000							
R011000001	R01	1000001	\$0.028000								
R011000002	R01	1000002	\$0.030000								
R021000002	R02	1000002	\$0.022000								
<b>TOU4000001</b>	<b>TOU</b>	4000001	<b>\$0.350000</b>	\$2.500000	<b>\$0.018000</b>	\$0.750000					
U993000001	U99	3000001	\$0.015000								

Tax Rate	Late Payment Charge Rate
5.00%	1.50%





## Excerpts from Training Guide Part 002

### C. SUPPLIER REGISTRATION

The purpose of the Commission's rules for providers of competitive electric services is to establish requirements for competitive electric suppliers seeking to sell generation service to retail customers in New Hampshire consistent with the promotion of full and fair competition among competitive electric suppliers.

As part of the NHPUC Supplier registration requirements, competitive Suppliers will be required to file an application with the NHPUC. That application requires suppliers to provide certain information including certification of compliance with ISO reliability requirements. To enable the electronic exchange of information, as well as to support the NHPUC billing options and other available opportunities, **a Supplier will also have to sign a trading partner agreement with each Utility as well as communicate electronically with each utility.**

#### 1. REGISTRATION WITH STATE REGULATORY AUTHORITIES

A Supplier must register with the state regulatory authority, the **NHPUC**, as required by the Commission's administrative rules.

#### 2. NEPOOL/ISO-NEW ENGLAND REPRESENTATION

##### *NEPOOL Membership*

**A Supplier must obtain a Certificate of Compliance from NEPOOL stating that it has complied with the ISO reliability requirements. Suppliers can comply with those requirements by either becoming a NEPOOL member or establishing a contract with a NEPOOL member** so that its bulk power supply facilities and resources are administered by NEPOOL. Such administration by NEPOOL provides reliability of wholesale supply in accordance with NERC and NPCC guidelines, NEPOOL reliability criteria and operation of the NEPOOL system by NEPEX currently, and by ISO New England under a restructured NEPOOL.

Membership in NEPOOL is open to any person or organization engaged in the electric utility business (the generation, transmission or distribution of electricity for consumption by the public, or the purchase, as principal or broker, of electric energy and/or capacity for resale at wholesale) whether the United States of America or Canada, or a state or

province or a political subdivision thereof or a duly established agency of any of them, a private corporation, a partnership, an individual, an electric cooperative or any person or organization recognized in law capable of owning property and contracting with respect thereto.

If a Supplier elects not to be a NEPOOL Participant, its power supply must be treated by NEPOOL as part of a Participant's responsibility for energy and capacity. After a Supplier and a NEPOOL Participant have made their own bilateral agreement, they should inform NEPOOL that all transactions involving the Supplier will be treated as those of the NEPOOL Participant.

#### *CREATION OF A TIELINE*

In NEPOOL billing, a tieline is a connection, or combination of connections, across which energy flows between Participants. A tieline may be a combination of several actual connections. The NEPOOL Automated Billing System (NABS) Procedure for the Transfer of Capability and Energy Responsibility For Load Between NEPOOL Participants (NABS 18) describes the procedure for establishing tielines. It involves the Participants whose NEPOOL energy bills will be affected by the transfer, the Host Utility and NEPOOL Billing.

Suppliers should contact **both** NEPOOL and the Host Utility to establish and activate tielines prior to enrolling their first customer in that utility's service territory.

In general, each Host Utility will require the following supplier information to establish a tie line:

- Host Utility
- NEPOOL Participant
- Participants Own Load Dispatch Number
- Supplier's Name
- Supplier's Contact Name, Telephone Number, and Address
- NEPOOL Contact
- Estimated Load Transfer
- Estimated Load Transfer Date

### **3. SUPPLIER TRAINING ATTENDANCE**

## D. BILLING

This section outlines how Distribution Companies will handle billing in compliance with the NHPUC requirements. Similarities and differences in the approaches between Distribution Companies will be identified to facilitate the seamless exchange of information for the overall benefit of the customer.

### 1. BILLING OPTIONS

In order to aid the provision of competitive electric generation services, Distribution Companies or their agents shall offer both Standard (Passthrough) and Consolidated billing services as described below:

#### *Standard Billing Service - Passthrough (Separate Bills):*

A Distribution Company shall offer a standard billing service to all Competitive Suppliers doing business in its service area. **Standard billing service requires the Distribution Company to electronically transfer to a Customer's authorized Competitive Supplier the Customer's usage data within twenty four (24) hours of the Distribution Company's issuing a bill to that Customer.** See Transaction #10. After receiving the data, the Competitive Supplier can issue a separate bill for energy services provided.

#### *Consolidated Billing Service:*

Under this option, a Competitive Supplier or its agent must provide the Distribution Company with its price schedule for the relevant Customer or customer class. **Using these prices and metered usage data,** the Distribution Company can calculate the Customer's energy service bill and include this on a single bill together with Distribution Company's unbundled transmission, distribution and stranded cost charges. See Transaction #11.

**Competitive Suppliers who select the Consolidated Billing Option are limited to the rate structures, customer class definitions and availability requirements that are within the capabilities of the Distribution Company's billing system.**

### 2. REQUIRED BILLING INFORMATION

COMPANY	NO. OF CYCLES	BILLING PERIOD	BILLING WINDOW	USAGE TRANSMISSION AFTER VALIDATION	ACTIVITY CODES
Concord Electric					
Connecticut Valley Elec.					
Exeter & Hampton Elec.					
Granite State Electric					
New Hampshire Coop.					
Public Service Co./ N.H.					

**Explanation of Data:**

*Billing period range:* The number of days from one meter reading to the next which will produce a standard “monthly” bill.

*Billing window:* The maximum number of days after the reading date that an on-cycle bill may be generated. Bills rendered after this date will either be estimated or billed off-cycle.

*Usage transmission:* The elapsed day(s) that data will be sent electronically to the Supplier after the data has passed utility validation checks.

*Activity codes:* The usage type that is sent to the Supplier.

To facilitate the exchange of information, each Distribution Company will publish its meter reading schedule on its Web Site.

**4. RATE STRUCTURES**

In order to support the consolidated billing option, Suppliers must adhere to NHPUC-approved Customer class designations for each Distribution Company. Each Distribution Company will post currently effective tariffs on its Web site.

If a Supplier makes a written request to add a pricing/rate structure not currently supported by a Distribution Company, the Distribution Company will consider making reasonable changes to its billing system. The requesting Supplier will be responsible for any costs incurred to make the designated changes, which will be quoted by the Distribution Company to the Supplier in advance of any changes. A different price structure may also require the installation of a different meter.

The common Distribution Company transaction-processing schedule for a normal business day is as follows:

- Supplier transactions must be received by the processing Distribution Company by noon each working day.
- Transactions received by noon of the current business day will be responded to by noon the following business day.
- Validated usage transactions will be transmitted to Suppliers by noon of the day following the corresponding Distribution Company processing cycle.

#### *File Handling*

The operational Guidelines pertaining to file handling are based on the transaction and data transmission standards included elsewhere in this document.

- Distribution Companies will attempt to process all files sent by Supplier(s) unless specific action is taken by the Supplier(s) to avert processing (i.e., delete files, replace files). Refer to the Error Handling section for additional information.
- The recipient of a file (Supplier or Distribution Company) is responsible for reviewing (editing) file contents to prevent adverse impact on the recipient's operations or systems (data errors, duplicate files, illogical conditions, etc.). The recipient of a file has the right to reject the file in whole or in part due to content or protocol errors. In the event that a file is rejected, the detail transactions will not be processed.
- The creator of a file is responsible for the accuracy and authenticity of the contents.
- All data exchanges will be done in a pre-established manner to ensure data security and integrity.
- Each file will have one recipient, and should contain transactions intended only for that recipient. A file may contain multiple transactions of the same or different type for the same customer account.
- Files will be processed by the recipient according to the recipient's operating schedule. Distribution Companies will sweep the input queue at least once each business day and will process all files that are available by the cut-off and up to the time of the last sweep.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

**GENERAL SERVICE RATE G**

**SUMMARY OF CHANGES  
 TO TARIFF NHPUC NO. 37 EFFECTIVE JUNE 1, 1997**

<u>Monthly Rate</u>	Tariff 37 Effective <u>12/1/96(1)</u>	Tariff 37 Effective <u>6/1/97(2)</u>
Customer Charge		
Single-Phase	\$ 9.80 per month	\$ 9.80 per month
Three-Phase	\$19.61 per month	\$19.61 per month
Customer's Load Charge	\$ 9.16/KW over 5.0 KW	\$ 9.16/KW over 5.0 KW
Energy Charges		
First 500 KWH	14.129¢ per KWH	14.514¢ per KWH
Next 1.000 KWH	9.802¢ per KWH	10.187¢ per KWH
All Additional KWH	8.606¢ per KWH	8.991¢ per KWH
Uncontrolled Water Heating Rate		
Meter Charge	\$1.96 per month	\$1.96 per month
All kilowatt-hours	11.194¢ per KWH	11.579¢ per KWH
Controlled Water Heating Rate*		
Meter Charge	\$3.91 per month	\$3.91 per month
All kilowatt-hours	6.864¢ per KWH	7.249¢ per KWH

\* Closed to new customers.

Space heating service is available under Transitional Space Heating Service Rate TSH to customers served under Rate G or GV at locations which were receiving space heating service under the space heating provisions of General Service Rate G on May 31, 1992 and which have continuously received such service since that date. The charges under Rate TSH are:

Meter Charge	\$1.96 per month	\$1.96 per month
Energy Charge	12.893¢ per KWH	13.278¢ per KWH

**GENERAL SERVICE OPTIONAL TIME-OF-DAY RATE G-OTOD**

**SUMMARY OF CHANGES  
 TO TARIFF NHPUC NO. 37 EFFECTIVE JUNE 1, 1997**

<u>Monthly Rate</u>	Tariff 37 Effective <u>12/1/96(1)</u>	Tariff 37 Effective <u>6/1/97(2)</u>
Customer Charge		
Single-Phase	\$22.87 per month	\$22.87 per month
Three-Phase	\$32.67 per month	\$32.67 per month
Customer's Load Charge	\$ 9.16 per KW	\$ 9.16 per KW
Energy Charges		
On-Peak KWH	9.581¢ per KWH	9.966¢ per KWH
Off-Peak KWH	6.966¢ per KWH	7.351¢ per KWH

- (1) Energy charges include a Fuel and Purchased Power Adjustment Clause rate of (0.848)¢ per KWH, and a Nuclear Decommissioning Charge above base of 0.019¢ per KWH.
- (2) Energy charges include a Fuel and Purchased Power Adjustment Clause rate of (0.481)¢ per KWH, and a Nuclear Decommissioning Charge above base of 0.037¢ per KWH.

NHPUC NO. 37 - ELECTRICITY  
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

2nd Revised Page 50  
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Rate LG

### LARGE GENERAL SERVICE RATE LG

#### AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for high voltage electric service. It is available upon the signing of an agreement for such service at specified delivery points to customers whose loads are larger than those that would be permitted under Rate GV of this Tariff, except that customers with loads in excess of 500 kilowatts who utilize electric thermal storage equipment or other equipment approved by the Company may take service under this rate. Service rendered hereunder shall exclude all backup and standby service provided under Backup Service Rate B. Outdoor area lighting is available under Outdoor Lighting Service Rate ML. Substation foundations and structures, and suitable controlling, regulating, and transforming apparatus, all of which shall be acceptable to and approved by the Company, together with such protective equipment as the Company shall deem necessary for the protection and safe operation of its system, shall be provided at the expense of the customer.

#### CHARACTER OF SERVICE

Service supplied under this rate will be three-phase, 60 hertz, alternating current, at a nominal delivery voltage determined by the Company, generally 34,500 volts or higher. A reasonably balanced load between phases shall be maintained by the customer.

#### RATE PER MONTH

Customer Charge .....	\$392.10 per month
Demand Charge .....	\$8.50 per kilovolt-ampere of maximum demand
Energy Charges:	<u>Per Kilowatt-Hour</u>
On-Peak Hours (7:00 a.m. to 8:00 p.m. weekdays excluding holidays as defined in Section 12 of the Terms and Conditions of this Tariff)	
First 150 hours' use of the maximum demand .....	9.432¢
All additional kilowatt-hours .....	7.865¢
Off-Peak Hours (all other hours)	
All kilowatt-hours .....	7.212¢

Issued: June 2, 1997

Issued by:   
Gary A. Long

Effective: June 1, 1997

Title: Vice President Customer Service  
and Economic Development

Authorized by Order No. 22,604 dated May 27, 1997 in Docket No. DR 97-014 and  
by Order No. 22,593 dated May 12, 1997 in Docket No. DR 97-087



NHPUC NO. 38 - ELECTRICITY  
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

2<sup>nd</sup> Revised Page 49  
Superseding 1<sup>st</sup> Revised Page 49  
Rate LG

LARGE GENERAL SERVICE RATE LG

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for high voltage electric service. It is available upon the signing of an agreement for such service at specified delivery points to customers whose loads are larger than those that would be permitted under Rate GV of this Tariff, except that customers with loads in excess of 500 kilowatts who utilize electric thermal storage equipment or other equipment approved by the Company may take service under this rate. Service rendered hereunder shall exclude all backup and standby service provided under Backup Service Rate B. Outdoor area lighting is available under Outdoor Lighting Service Rate ML. Substation foundations and structures, and suitable controlling, regulating, and transforming apparatus, all of which shall be acceptable to and approved by the Company, together with such protective equipment as the Company shall deem necessary for the protection and safe operation of its system, shall be provided at the expense of the customer.

CHARACTER OF SERVICE

Service supplied under this rate will be three-phase, 60 hertz, alternating current, at a nominal delivery voltage determined by the Company, generally 34,500 volts or higher. A reasonably balanced load between phases shall be maintained by the customer.

RATE PER MONTH

Customer Charge ..... \$365.12 per month

Demand Charge ..... \$7.92 per kilovolt-ampere  
of maximum demand

Energy Charges:

Per Kilowatt-Hour

On-Peak Hours (7:00 a.m. to 8:00 p.m. weekdays  
excluding holidays as defined in Section 12 of  
the Terms and Conditions of this Tariff)

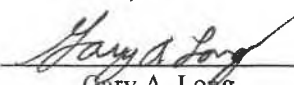
First 150 hours' use of the maximum demand ..... 9.614¢

All additional kilowatt-hours ..... 8.155¢

Off-Peak Hours (all other hours)

All kilowatt-hours ..... 7.547¢

Issued: December 2, 1998

Issued by:   
Gary A. Long

Effective: December 1, 1998

Title: Vice President Customer Service  
and Economic Development

NHPUC NO. 38 - ELECTRICITY  
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

4<sup>th</sup> Revised Page 49  
Superseding 3<sup>rd</sup> Revised Page 49  
Rate LG

LARGE GENERAL SERVICE RATE LG

AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for high voltage electric service. It is available upon the signing of an agreement for such service at specified delivery points to customers whose loads are larger than those that would be permitted under Rate GV of this Tariff, except that customers with loads in excess of 500 kilowatts who utilize electric thermal storage equipment or other equipment approved by the Company may take service under this rate. Service rendered hereunder shall exclude all backup and standby service provided under Backup Service Rate B. Outdoor area lighting is available under Outdoor Lighting Service Rate ML. Substation foundations and structures, and suitable controlling, regulating, and transforming apparatus, all of which shall be acceptable to and approved by the Company, together with such protective equipment as the Company shall deem necessary for the protection and safe operation of its system, shall be provided at the expense of the customer.

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RATE PER MONTH

Customer Charge ..... \$365.12 per month  
Demand Charge ..... \$7.92 per kilovolt-ampere  
of maximum demand

Energy Charges:

Per Kilowatt-Hour

On-Peak Hours (7:00 a.m. to 8:00 p.m. weekdays  
excluding holidays as defined in Section 12 of  
the Terms and Conditions of this Tariff)

First 150 hours' use of the maximum demand ..... 9.658¢  
All additional kilowatt-hours ..... 8.199¢

Off-Peak Hours (all other hours)

All kilowatt-hours ..... 7.591¢

Issued: November 1, 1999

Issued by: /s/ Gary A. Long  
Gary A. Long

Effective: November 1, 1999

Title: Vice President Customer Service  
and Economic Development

NHPUC NO. 38 - ELECTRICITY  
PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

6<sup>th</sup> Revised Page 49  
Superseding 5<sup>th</sup> Revised Page 49  
Rate LG

### LARGE GENERAL SERVICE RATE LG

#### AVAILABILITY

Subject to the Terms and Conditions of the Tariff of which it is a part, this rate is for high voltage electric service. It is available upon the signing of an agreement for such service at specified delivery points to customers whose loads are larger than those that would be permitted under Rate GV of this Tariff, except that customers with loads in excess of 500 kilowatts who utilize electric thermal storage equipment or other equipment approved by the Company may take service under this rate. Service rendered hereunder shall exclude all backup and standby service provided under Backup Service Rate B. Outdoor area lighting is available under Outdoor Lighting Service Rate ML. Substation foundations and structures, and suitable controlling, regulating, and transforming apparatus, all of which shall be acceptable to and approved by the Company, together with such protective equipment as the Company shall deem necessary for the protection and safe operation of its system, shall be provided at the expense of the customer.

#### CHARACTER OF SERVICE

Service supplied under this rate will be three-phase, 60 hertz, alternating current, at a nominal delivery voltage determined by the Company, generally 34,500 volts or higher. A reasonably balanced load between phases shall be maintained by the customer.

#### RATE PER MONTH

Customer Charge ..... \$365.12 per month  
Demand Charge ..... \$7.92 per kilovolt-ampere  
of maximum demand

#### Energy Charges:

#### Per Kilowatt-Hour

On-Peak Hours (7:00 a.m. to 8:00 p.m. weekdays  
excluding holidays as defined in Section 12 of  
the Terms and Conditions of this Tariff)

First 150 hours' use of the maximum demand ..... 9.658¢

All additional kilowatt-hours ..... 8.199¢

Off-Peak Hours (all other hours)

All kilowatt-hours ..... 7.591¢

Issued: June 7, 2000

Issued by: /s/ Gary A. Long  
Gary A. Long

Effective: June 1, 2000

Title: Senior Vice President

Authorized by Order No. 23,505 dated June 6, 2000 in Docket No. DE 00-105