



**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”¹, 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.

¹ <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”² — 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,³ along with the initial CPCNH By-laws and can be found on CPCNH’s website under Key Documents in the “About” tab.⁴
- 3.** The Commission implemented the authorities granted to municipalities and counties operating their individual CPA programs jointly pursuant to RSA 53-E:3,

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

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

⁴ <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

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
DEPARTMENT OF JUSTICE**

33 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6397

JOHN M. FORMELLA
ATTORNEY GENERAL



JANE E. YOUNG
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 ~~ten~~^{sixty (610)} 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-four~~^{sixty (60)} ~~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.

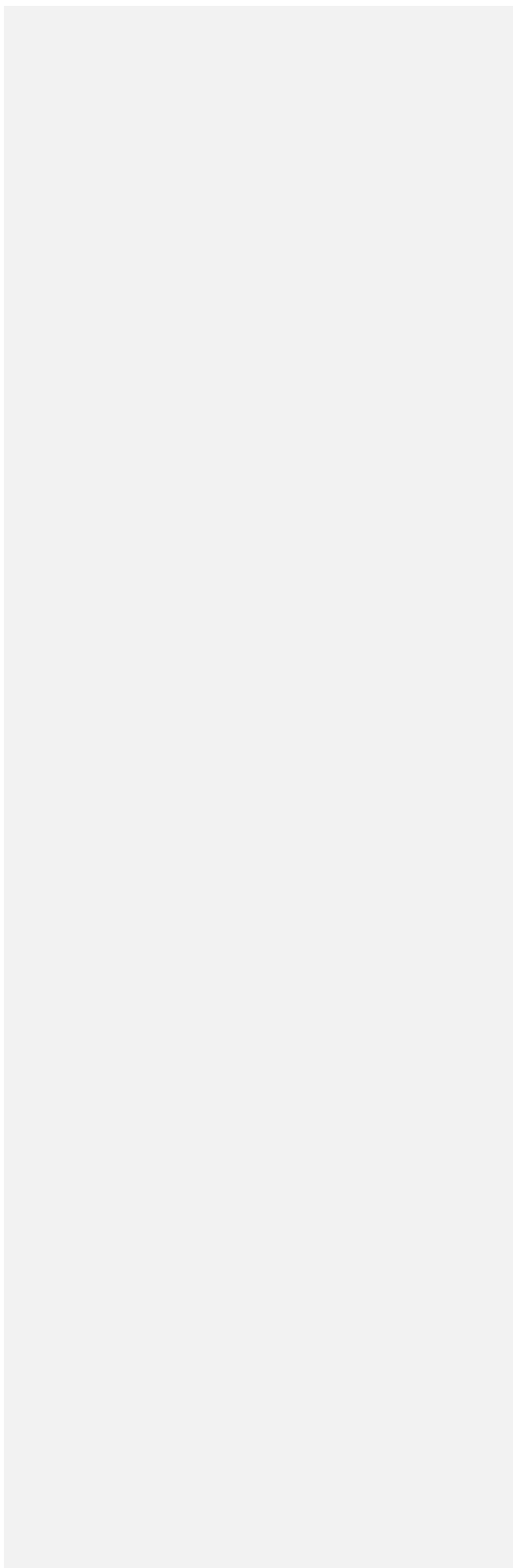
1. Legal name of the supplier
2. Type of ~~Business~~-Entity: _____
 - a Is the Supplier a Competitive Electric Power Supplier? (yes/no)
 - b Is the Supplier a Community Power Aggregator pursuant to Puc 2202.05? (yes/no)
 - ~~2-c~~ Is the Supplier a group of municipalities and/or counties operating jointly 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 Services~~ Supplier 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

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

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 ❖ 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

From: clifton.below@cpcnh.org <clifton.below@cpcnh.org>
Sent: Thursday, January 19, 2023 7:28 AM
To: Chiavara, Jessica A <jessica.chiavara@eversource.com>
Cc: 'Michael Postar' <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 Unital 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

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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

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

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

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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.

Community Power Coalition of NH
PO Box 840
Concord, NH 03302
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)¹:

2203.02[d]² 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)³:

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:

¹ 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>

² 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.

³ 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

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