BEFORE THE
NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION

DE 15-303

Vivint Solar, Inc. Petition for Declaratory Ruling
regarding RSA 362:2, 362-A:2-a and Rule Puc 2002.05

REPLY BRIEF OF THE ALLIANCE FOR SOLAR CHOICE IN SUPPORT OF PETITION FOR DECLARATORY RULING

The Alliance For Solar Choice ("TASC") leads advocacy across the country for the rooftop solar industry. TASC's members include Demeter Power, Silevo, Geostellar, Inc., SolarCity, Solar Universe, Sunrun, Verengo, and ZEP Solar. The growth of the rooftop solar industry in New Hampshire has been driven by New Hampshire residents' desire to assert control over their electric bills, and TASC strongly supports the continuation of this trend. TASC is committed to offering the state's citizens a viable choice in renewable energy and providing low-cost and customer-based solutions today to integrate renewable energy resources and improve operational efficiencies.

1. Introduction and Summary

TASC strongly supports the legal arguments and conclusions contained in Vivint Solar, Inc.'s ("Vivint") Petition for Declaratory Ruling ("Petition") and its brief of November 6 ("Vivint's Legal Brief"), and will not repeat all of its well-reasoned arguments. Instead TASC provides additional arguments and information below to aid the Public Utilities Commission ("Commission") in its decision making process. TASC believes that solar leasing and power purchase agreements ("PPAs") are critical to continued solar growth because they provide solar access to people of all incomes. A recent article in Forbes recognized this reality stating, "[n]ow the big growth in the market is coming from lower and middle incomes residents…the game

changer has been a financial innovation – leases offered by installers such as SolarCity, Sungevity and SunRun that let homeowners avoid the steep upfront costs. . .”[1]

TASC would also like to note upfront, that the issue regarding the definition of a Competitive Electric Supplier (“CEPS”) is likely to be at issue in the Commission’s ongoing rulemaking docket DRM 13-151. If the Commission finds that TPOs do fall within the current literal definition of a CEPS, TASC respectfully requests that that Commission rule that it will not regulate TPOs as CEPS until it clarifies the CEPS definition in the rulemaking docket to specifically exclude third party owners of customer sited solar equipment.

2. The Commission Should Grant Vivint’s Petition And Also Find That *All* Solar Power Purchase Agreements and Leases That are Similar to Those Described in The Petition are Not “Public Utilities,” “Competitive Electric Power Suppliers” or “Limited Producers of Electrical Energy” Under New Hampshire Law.

TASC supports Vivint’s Petition, with one caveat. Vivint requests that the Commission issue an order clarifying, “neither *Vivint Solar nor its subsidiary, Vivint Solar Developer, LLC, or affiliates*, will be regulated by the Commission as (1) a “public utility” under N.H. Rev. Stat. Anh. (“RSA”) Section 362:2, (2) a “competitive electric power supplier” under N.H. Code Admin. R. Ann. Puc ("Puc") 2002.05, or (3) a limited producer of electrical energy (“LPEE”) under RSA Section 362-A:2-a.”[2] (Emphasis added). TASC agrees that Vivint’s third-party ownership (“TPO”) of behind the meter solar equipment should not be regulated by the Commission because solar leases and PPAs do not meet the definitions of a public utility, a CEPS, or a LPEE, as detailed in Vivint’s Petition and Legal Brief and further explained below. However, the relief Vivint requests is too narrow, in that it asks for an order that only applies to *Vivint’s* current lease and PPA agreements. TASC respectfully requests that the Commission

[1] http://www.forbes.com/sites/toddwoody/2012/07/03/how-california-is-democratizing-solar-for-the-99/
[2] Vivint Brief at p. 1.

grant the Petition and further find that ***all*** solar leases and PPAs similar to those described by Vivint are exempt from regulation by this Commission.

Vivint notes in its Petition that its "presence in the New Hampshire rooftop solar market will enhance the state's goals of competition, clean, distributed generation and energy independence."[3] TASC agrees that a finding that solar PPAs and lease are not regulated would foster greater competition. Therefore, the Commission should be cautious to not close New Hampshire off to the rest of the solar industry by granting Vivint's requested relief too narrowly and thereby defeat one of the primary purposes of the Petition. States that have explicitly found that TPOs of solar distributed generation ("DG") are not public utilities have done so for the industry as a whole rather than on a case-by-case basis.

3. Owners of On-Site Solar Equipment Providing PPAs or Leasing Arrangements Are Not "Public Utilities" According to New Hampshire Law.

Rather than repeating Vivint's legal analysis and arguments, TASC incorporates them by reference, and further provides supplementary analysis and information about how other jurisdictions have decided these issues.

a. TPOs are Not Natural Monopolies And Should Not be Regulated As Such.

In *Appeal of Omni Communications, Inc.* the New Hampshire Supreme Court found that the Commission exceeded its jurisdiction when it attempted to regulate radio-paging services, a largely competitive enterprise that does not share the characteristics of a natural monopoly.[4] The Court found that the PUC, by attempting to regulate radio pagers, was demonstrating the very behavior it was established to prevent: *interference and disruption of the free market private enterprise*.[5] The New Hampshire Constitution has enshrined the principle that the Legislature is

[3] *Id. at* p. 7.
[4] *Appeal of Omni Communications, Inc.*, 451 A.2d 1289, 122 N.H. 860, 862-63 (1982).
[5] *Id. at 863* (emphasis added).

empowered to prevent activities that "destroy free and fair competition in the trades and industries through combination, conspiracy, monopoly, or any other unfair means…."[6] In reviewing the legislative history of Section 362:2, which defines "public utility," the *Omni* court observed that the legislature did not intend to place all companies and businesses somehow related to railroads, telephone, telegraph, light, heat, and power under the umbrella of the PUC's regulatory power.[7]

The TPO business model does not require the duplication of distribution facilities, a major concern and justification for permitting electric utilities to exist as a natural monopoly. TPOs are therefore fundamentally different from the electric distribution companies that are currently regulated by the Commission as public utilities and represent free market private enterprise. Regulating TPOs as public utilities would defeat the legislature's intent to prevent interference with the free market.

b. TPOs do not operate as or engage in the business of public utilities or provide a public service, and do not have the power of eminent domain; rather they provide a voluntary service.

In *Claremont Gas Light Co. v. Monadnock Mills* ("*Claremont Gas*") a mill produced steam it furnished to a gas company.[8] The gas company filed a petition to have the mill considered a manufacturer of gas.[9] The court denied the petition and found that the mill's charter did not authorize it to engage in the business of a public utility ***or confer upon it the power of eminent domain***.[10] The court observed that the mill did not operate any plant or equipment for the manufacture of gas for the public.[11] The court ruled that the steam that the mill generated

[6] N.H. Const. Pt. SECOND, Art. 83
[7] 122 N.H. at 863
[8] *Claremont Gas Light Co. v. Monadnock Mills*, 92 N.H. 468 (N.H. 1943).
[9] *See, id.*
[10] *Id.* at 470.
[11] *Id.*

was furnished only to the gas company, which alone had a duty of public service.[12] The court pointed out that the mill never undertook to furnish steam at reasonable rates to all who applied therefor, but that such service as it may have rendered had been "purely voluntary."[13] The court concluded that the gas company's contention that the mill, by its participation in the manufacture of gas, had dedicated its property to a public use was not supported by the facts as there was no such intention to dedicate the property to a public service.

Claremont Gas supports Vivint's argument that providers of solar PPAs and leases are not public utilities because they do not dedicate their property to a public service and instead offer a "purely voluntary service" to specific individuals.[14] In addition, TPOs do not have the power of eminent domain and would never seek to exercise or obtain such power since no public rights of way are required to provide solar electric equipment to the on-site host customer behind the utility meter.

c. Many Other Jurisdictions Have Found that Solar PPAs are Not Public Utilities.

At least 25 States plus the District of Columbia and Puerto Rico authorize or allow third-party PPAs for solar DG.[15] The Iowa Supreme Court and numerous state public utility commissions have squarely examined whether such arrangements trigger public utility status and found that they do not.

i. The Iowa Supreme Court Recently Found that Solar PPAs Do Not Subject Third-party Owners to Utility Regulation.

In 2014, in the case of *SZ Enterprises, LLC v. Iowa Utilities Board*, ("*SZ Enterprises*") the Supreme Court of Iowa upheld a district court judgment finding that *SZ Enterprises* (doing

[12] *Id.*
[13] *Id.*
[14] Brief at pp. 8-9.
[15] *Map and citations available at* http://www.dsireusa.org/resources/detailed-summary-maps/.

business as "Eagle Point") did not become a public utility by entering into a long term PPA financing agreement with the city of Dubuque "under which the city would purchase from Eagle Point, on a per kilowatt hour (kWh) basis, all of the electricity generated by the system."[16] The Supreme Court of Iowa affirmed the District Court's finding that the "provision of electric power through a 'behind the meter' solar facility was not the type of activity which required a conclusion that Eagle Point was a public utility."[17] The Iowa Supreme Court noted that the primary inquiry was whether or not Eagle Point was providing service "to the public."[18] This Commission must address this same question.

To resolve the question of whether a certain activity was clothed with sufficient public interest to qualify as sales 'to the public,' the Iowa Court employed a "practical," "multi-factored approach" to examine the issue and looked to the Arizona Supreme Court's eight-factor test described in *Natural Gas Service Co. v. Serv-Yu Cooperative, Inc.* ("*Serv-Yu*").[19] The *Serv-Yu* factors were originally developed by the Arizona Supreme Court to analyze whether a particular individual company was a "public utility."[20] The Iowa Court noted that the weighing of *Serv-Yu* factors is not a mathematical exercise but instead poses a question of practical judgment.[21]

While no New Hampshire court has specifically adopted the *Serv-Yu* factors, the highest courts of Arizona, Louisiana, Iowa, Colorado and Utah have all cited to *Serv-Yu* in examining the definition of a public utility.[22] While not binding, the factors should help to guide the Commission's analysis on this issue. The eight *Serv-Yu* factors are:

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[16] *SZ Enters., LLC v. Iowa Utils. Bd*., 850 N.W.2d 441, 443-444 (Iowa 2014).
[17] *Id.* at 444.
[18] *Id.* at 455-456.
[19] Id. at 445 (*citing*, *Natural Gas Serv. Co. v. Serv-Yu Coop,* 219 P.2d 324 (Ariz. 1950).
[20] See, *Serv-Yu*, 219 P.2d 324.
[21] *SZ Enters.*, 850 N.W.2d at 468 (*citing*, *Iowa State Commerce Commission v. Northern Natural Gas Co.*, 679 N.W.2d 629 (Iowa 2004)).
[22] *See eg.*, *Mohave Disposal v. City of Kingman,* 922 P.2d 308 (Ariz. 1996); *Central Louisiana Electric Co. v. Louisiana Public Service Com.*, 218 So. 2d 592 (La. 1969); *Iowa State Commerce Com. v. Northern Natural Gas*

(1) What the corporation actually does.
(2) A dedication to public use.
(3) Articles of incorporation, authorization, and purposes.
(4) Dealing with the service of a commodity in which the public has been generally held to have an interest.
(5) Monopolizing or intending to monopolize the territory with a public service commodity.
(6) Acceptance of substantially all requests for service.
(7) Service under contracts and reserving the right to discriminate is not always controlling.
(8) Actual or potential competition with other corporations whose business is clothed with the public interest.[23]

With regard to the first factor, the Iowa Court observed that the solar PPA transaction in *SZ Enterprises* could correctly be characterized as a sale of electricity *or* a method of financing a solar rooftop operation.[24] Importantly, the court observed that the transaction is an arms-length transaction between a willing buyer and a willing seller. The Court found that from a consumer protection standpoint "there is no reason to impose regulation on this type of individualized and negotiated transaction."[25] The Court also noted that the Iowa Utilities Board ("IUB") would not seek to regulate behind-the-meter solar installations that are owned by the host or which operate pursuant to a standard lease.[26] The Court observed that the actual issue here is not the supplying of electricity through behind-the-meter solar facilities, but the method of financing.[27] Because the Court found that financing of renewable energy methods is not something that public utilities are required to do under Iowa law "that providing financing for solar activities should not draw an entity into the fly trap of public regulation."[28]

Co., 161 N.W.2d 111 (Iowa 1968); *Public Service Co. v. Public Utilities Com.*, 350 P.2d 543 (Colo. 1960); and *Comm. of Consumer Servs. v. Public Serv. Comm'n*, 595 P.2d 871 (Utah 1979).
[23] *Serv-Yu*, 219 P.2d at 325-326 (Ariz. 1950).
[24] *SZ Enters.*, 850 N.W.2d at 466.
[25] *Id.*
[26] *Id.*
[27] *Id.*
[28] *Id.* at 466-7.

With respect to the second *Serv-Yu* factor, the *SZ Enterprises* decision found that the solar panels on the city's rooftop are not dedicated to public use, stating that "the installation is no more dedicated to public use than the thermal windows or extra layers of insulation in the building itself."[29] Similarly, the installations on New Hampshire residents' homes are no more dedicated to public use than the LED light bulbs in their living rooms or the energy efficient appliances in their kitchens. The Iowa Court concluded that the behind-the-meter solar generating facility is made available through a private transaction between Eagle Point and the city.[30]

The *SZ Enterprises* decision did not speak to the third *Serv-Yu* factor, which requires an examination of the company at issues' articles of incorporation, authorization, and purposes. However, in the case of Vivint and other similarly situated solar providers, the purpose of such companies is to help customers manage their demand for electricity in much the same way that an energy efficiency company would. Solar providers do not seek to provide a replacement for traditional electric utility services. In fact, the concept behind solar leases and PPAs is that customers only offset a portion of the electricity they would typically buy from their traditional electric utility. The rest of their demand still comes from the utility.

On the fourth *Serv-Yu* factor, the Iowa Court found that the provisions of on-site solar energy are not an indispensable service that ordinarily cries out for public regulation because Eagle Point customers remain connected to the public grid for essential electric service.[31] The court stated, "behind-the-meter solar equipment is not an essential commodity required by all members of the public. It is, instead, an option for those who seek to lessen their utility bills or

[29] *Id.* at 467.
[30] *Id.*
[31] *Id.*

who desire to promote green energy."[32] Rooftop solar leases and PPAs in New Hampshire are the same.

The Iowa Court found that the fifth *Serv-Yu* factor relating to monopoly clearly cut against a finding that Eagle Point was a public utility.[33] The Court found that the nature of the third-party PPA indicates that the city merely entered into what amounts to be a low risk transaction and owed nothing to Eagle Point unless the solar array on its rooftop actually produces valuable electricity.[34]

The sixth and seventh *Serv-Yu* factors relate to the ability to accept all requests for service and, conversely, the ability to discriminate among members of the public.[35] These twin factors further persuaded the *SZ Enterprises* Court to find that Eagle Point was not a public utility primarily because it was not producing a fungible commodity that everyone needs.[36] The Iowa Court found that Eagle Point "is not producing a substance like water that everyone old or young will drink, or natural gas necessary to run the farms throughout the county."[37]

Finally, with regard to the eighth *Serv-Yu* factor, the Iowa Court noted that third party solar providers were not in direct competition with the regulated utilities because they are more focused on reducing demand, rather than performing the functions of a traditional utility.[38] While the Iowa Court acknowledged that this fact could change, there was no evidence in that record to support any significant competition.[39] Rather, the Court stated that third party

[32] *Id.*
[33] *Id.*
[34] *Id.*
[35] *Id.*
[36] *Id.*
[37] *Id.*
[38] *SZ Enters.*, 850 N.W.2d at 468.
[39] *Id.*

ownership of DG "actually further[s] one of the goals of regulated electric companies, namely, the use of energy efficient and renewable energy sources."[40]

All of the Iowa Court's findings and rationale are applicable in New Hampshire. The Commission is faced with the same facts regarding solar leases and PPAs at issue in this proceeding as those analyzed by the Iowa Court in its determination that solar PPAs do not subject third-party owners to utility regulation.

ii. A Number of State Utility Regulatory Commissions Have Also Found that TPOs are Not Public Utilities.

A number of state commissions have also determined that third-party models are not public utilities as a matter of law. For example, state commissions in Arizona, Hawaii, Nevada and New Mexico directly addressed whether the factual scenarios involved with third-party ownership meet the statutory definition of a public utility subject to those respective commission's jurisdictions.[41] The definitions of "public utility" in those states are quite similar to the operative language in RSA Section 362:2 ("for the public") in requiring a particular facility or piece of equipment to be dedicated to public use.[42]

In surveying the relevant case law on what is meant by "public use" or sale "to the public," these commissions concluded that a dedicated, behind-the-meter generation facility was not offering service "to the public," but rather was engaging in a private transaction to a single,

[40] *Id*. (citing *see*, e.g., SolarCity, Docket No. E-20690A-09-0346, 2010 Ariz. PUC LEXIS 286, at *74)
[41] *See, e.g.,* Decision No. 71795, Docket E-20690A-09-0346 Arizona Corporation Commission (7/12/10) (allowing third-party ownership model for government and non-profit customers); *Declaratory Order, 09-00217-UT,* New Mexico Public Regulation Commission (12/17/10); *Order*, Docket 07-06024, Nevada Public Utilities Commission (11/26/08); Order No. 08-388, Oregon Public Utility Commission (7/31/2008).
[42] *See,e.g.,* 1978 NMSA § 62-3-3.G (New Mexico) (public utility status is triggered when a plant or facility is used for "sale… to or for the public"); Hawaii Revised Statute § 269-1(1) (public utility status is triggered when a plant or facility is used "directly or indirectly for public use"); ORS 757.005(1) (Oregon) (public utility status is triggered when a plant or facility is used "directly or indirectly to or for the public")

on-site customer.[43] Thus, these utility commissions, which are charged with implementing and interpreting the respective state public utility acts, determined that TPO systems are not public utilities. In the cases of New Mexico, Nevada, and Colorado the state legislatures followed their commissions' lead and codified exemptions for third-party PPA systems after the commissions ruled.[44]

4. Owners of On-Site Solar Equipment Providing PPAs or Leasing Arrangements Are Not CEPS According to New Hampshire Law.

TASC incorporates the arguments and conclusions contained in Vivint's Petition and Legal Brief regarding the applicability of CEPS regulations by reference. Vivint also recognized that the Commission is currently reviewing the Competitive Electric Power Supplier and Aggregator Rules under Puc 2000 for CEPS in the rulemaking docket DRM 13-151 2000 Rules.[45]

As explained by Vivint, TPOs do not align with the spirit and intent behind the Commission's regulation of CEPS and Vivint's Petition should therefore be granted. TASC agrees. However, TASC also urges the Commission to revise its definition of CEPS in docket DRM 13-151 to remove any ambiguity. If the Commission finds that TPOs do fall within the current literal definition of a CEPS, TASC respectfully requests that that Commission rule that it will not regulate TPOs as CEPS until it clarifies the CEPS definition in the rulemaking docket.

Previous PUC Rule 2002.04 (now 2002.05) defined a CEPS to mean an entity that "sells or offers to sell electricity to retail customers by using the transmission and/or distribution

[43] *Declaratory Order, 09-00217-UT,* New Mexico Public Regulation Commission (12/17/09); *Order*, Docket 07-06024, Nevada Public Utilities Commission (11/26/08); Decision No. 71795, Docket E-20690A-09-0346 Arizona Corporation Commission (7/12/10) at p. 27 (company's offering of on-site facility service to government and non-profit customers does not make it a public service corporation); *In re Powerlight Corp.* Hawaii Public Utilities Commission Decision and Order No. 20633 (11/13/03) at p. 5 (facility that offers service to single "on-site" customer is not a public use).

[44] *See.,e.g.,* New Mexico: House Bill 181 (2010) and Senate Bill 190 (2010); Nevada: Assembly Bill 186 (2009); Colorado: Senate Bill 09-051.

[45] Vivint Brief at p. 16.

facilities of any public utility in this state."[46] (Emphasis added). This definition clearly would have excluded TPOs since they do not use transmission or distribution service in order to provide behind the meter generation to customers. To the extent that excess electricity is exported to the gird through a net metering arrangement, such an arrangement is exclusively between the customer generator and the jurisdictional utility or CEPS provider.[47] The above underscored portion was deleted in 2010, without explanation by the Commission.[48] However, when the Commission modified its CEPS regulations, it did not indicate that it wanted to expand CEPS status to apply to TPOs of solar equipment.

In the same 2010 rulemaking, the Commission also struck the following language from the definition: "CEPS includes but is not limited to **owners of electric generating facilities**...."[49] By striking the above language the PUC seems to have indicated its intent to not categorically subject generation facility owners to CEPS regulation. Striking this language from the CEPS definition indicates that certain owners would not be considered CEPS, as in the case of a solar TPO.

5. Owners of On-Site Solar Equipment Providing PPAs or Leasing Arrangements Are Not LPEEs According to New Hampshire Law.

Consistent with the sections above, TASC agrees with Vivint's analysis of LPEE laws and regulations and continues to incorporate by reference all of the arguments and conclusions contained in Vivint's Petition and Legal Brief. In addition, TASC notes that the definition of "customer generator" is also found in this same statutory section that defines an LPEE. The definition of a "customer generator" explicitly includes customers that contract with solar or other

[46] See Docket DRM 10-014, Commission Approved Initial Proposal (filed May 14, 2010).
[47] RSA § 362-A:9; Puc 901.01.
[48] See Docket DRM 10-014, Commission Approved Initial Proposal (filed May 14, 2010).
[49] *Id.*

renewable TPOs. An "[e]ligible customer-generator" or "customer-generator" is defined as an "electric utility customer who owns, operates, **or purchases power from** an electrical generating facility" of less than one megawatt that is powered by renewable energy or cogeneration and "is located behind a retail meter on the customer's premises" and "is interconnected and operates in parallel with the electric grid, and is used to offset the customer's own electricity requirements."[50] This is a separate definition from an LPEE contained within the same statutory section and indicates that there is a clear difference between the two terms. Because the legislature created two separate statutory definitions and because TPOs clearly fall within the definition of a "customer generator" they are not within the purview of an LPEE.

6. Third-Party Owners of DG are Already Subject to Substantial Laws and Regulations that Protect Consumers.

The overall purpose of utility regulation is to control monopoly abuse and protect customers from unjust and unreasonable rates.[51] Customers of third-party DG owners are distinguishable in that they deal at arm's length for individual partial-needs sales and have multiple legal and regulatory pathways to complain about and address any potential concerns such as the quality of the service or other potential abuses by TPOs. Solar TPO companies are subject to a variety of federal regulations and subject to the authority of more than over a dozen state and federal agencies. Following is a list of all the major government agencies, laws and regulations that govern the solar industry as well as a few of the regulations that govern solar leasing companies in particular.

Equal Credit Opportunity Act
Fair Debt Collection Practices
CAN-SPAM Act
OSHA Law and Regulations
Federal Trade Commission Act
Consumer Financial Protection Bureau
Securities Exchange Commission
Federal Trade Commission

[50] RSA 362-A:1-a(II-b).

Federal Magnuson-Moss Warranty Act	United States Department of the Treasury
Consumer Leasing Act	Financial Crimes Enforcement Network
Fair Credit Reporting Act	Occupational Safety and Health Administration
Right to Financial Privacy Act	State Contracting License Boards
Uniform Commercial Code	State Engineering License Boards
Telephone Solicitations Rules	State Consumer Protection Agencies
Unfair Deceptive Practices Act (UDAAP)	Local Municipalities/Permitting Agencies
Electronic Funds Transfer Act	State Attorney General Office
Truth in Lending Act	Electronic Signatures Act

The New Hampshire Department of Justice, Office of the Attorney General has specific authority to bring actions alleging violations of state and federal consumer protection laws. State and federal agencies have been effective in stopping bad actors from misleading customers. With the existing level of regulation, it is not necessary for the Commission to add another level of oversight to resolve consumer complaints that may arise in a solar leasing or solar PPA arrangements Customers already have a variety of legal avenues to pursue any complaints that may arise.

7. The Solar Industry Already Provides Guidance on Consumer Protection Best Practices

The solar industry through the Solar Energy Industries Association ("SEIA"), among others, has publicly released substantial information regarding this topic. In June 2015, the *SEIA Residential Consumer Guide to Solar Power* was released, providing homeowners with a high-level overview on residential transactions including questions that consumers should ask about themselves and solar companies.[52] Additionally, the Solar Energy Finance Association provides a *Consumer Best Practices Checklist* for customers considering solar system installations.[53] *The SEIA Solar Business Code* published in September 2015, serves as a guide to companies in the

[52] *Available at* http://www.seia.org/research-resources/residential-consumer-guide-solar-power.
[53] *Available at* http://www.sefa-finance.org/standard-documents/.

solar industry on topics such as advertising, sales interactions, and contracts.[54] The solar industry clearly demonstrates its focus on, and attention to, consumer protections in these materials.

8. Conclusion

TASC appreciates the opportunity to provide the above comments and looks forward to further participation in this docket.

Respectfully submitted,

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November 20, 2015

[54] *Available at http://www.seia.org/policy/consumer-protection/seia-solar-business-code.*

Certificate of Service

RE: DE 15-303, Vivant Solar Inc., Petition for Declaratory Ruling regarding RSA 362:2, 362-A:2-a and Rule Puc 2002.05

I hereby certify that I have this day served a true copy of the foregoing document upon parties of record in this proceeding in accordance with the requirements of N.H. Admin. Rule Puc 203.11, in the manner and upon the persons listed below:

Dated this 20th of November 2015.

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November 20, 2015