STATE OF NEW HAMPSHIRE

BEFORE THE

PUBLIC UTILITIES COMMISSION

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

2018 Default Service Solicitations

Docket No. DE 18-002

Opposition to Motion for Determination that Agreements Conform with RSA 362-H and to Direct Eversource to Comply with RSA 362-H [CORRECTED VERSION]

NOW COMES the Office of the Consumer Advocate ("OCA"), a party in this docket, and responds as follows in opposition to the pending motion of the five jointly appearing PURPA Qualifying Facilities (QFs) that have intervened.[1] This pleading also responds to certain issues raised at the December 18, 2018 prehearing conference as instructed by Chairman Honigberg.

I. Introduction

The Commission opened this docket in early 2018 to consider what have proven to be two successive and reasonably successful competitive procurements conducted by Public Service Company of New Hampshire d/b/a Eversource Energy

[1] PURPA is the Public Utility Regulatory Policies Act of 1978 and, in particular, section 210 of PURPA, codified as 16 U.S.C. § 824a-3. Under section 210 and the implementing regulations of the Federal Energy Regulatory Commission (FERC), 18 CFR Part 292, Subpart C, a PURPA Qualifying Facility may require electric utilities to purchase the QF's output at the utility's avoided cost (i.e., what it would have cost the utility to acquire or produce the output itself) as determined by state authorities. The five electric generation facilities that have jointly intervened in this proceeding – Springfield Power LLC, DG Whitefield LLC, Bridgewater Power Company LP, Pinetree Power Tamworth LLC, and Pinetree Power LLC – have each affirmatively represented that it is, in fact, a PURPA QF. *See* Motion to Intervene and Protest of the New Hampshire Generator Group (filed in FERC Docket No. EL19-10 on Dec. 3, 2018), appended to Motion for Determination that Agreements Conform with RSA 362-H and to Direct Eversource to Comply with RSA 362-H at Bates 39, 63.

(Eversource) to meet its RSA 374-F:3, V(c) default energy service load now that Eversource has finally divested its generation portfolio and become a fully restructured electric utility. The docket is now in an "extra innings" phase in light of certain requirements imposed on Eversource by Chapter 379 of the 2018 New Hampshire Laws, codified as RSA 362-H and popularly referred to as Senate Bill 365 (SB 365).

Five PURPA QFs – each located in the Eversource service territory, each a facility that burns what would otherwise be waste from the forest products industry and uses the heat to produce electricity, and each an outspoken proponent of SB 365 during its initial enactment and while the General Court was considering and ultimately deciding to override the Governor's veto of SB 365 – have jointly intervened in the docket. SB 365 requires Eversource to purchase wholesale energy and possibly capacity and other energy-related products from such facilities at a price equal to 80 percent of the retail default energy service rate applicable to residential customers.

On December 4, 2018, Eversource filed a pleading entitled "Petition for Commission Review of Responses Received by Eversource Pursuant to RSA Chapter 362-H as Enacted by Senate Bill 365" (Eversource Petition). The Eversource Petition describes efforts the Company had undertaken through December 4 to comply with SB 365 but did not request a specific Commission determination beyond "such further relief as may be just and equitable." Eversource Petition at 9. On December 17, 2018, the PURPA QFs filed a pleading captioned "Motion for

Determination that Agreements Conform with RSA 362-H and to Direct Eversource to Comply with RSA 362-H" (PURPA QF Motion).

Eversource witness Frederick B. White has credibly estimated that during the six-month period beginning on February 1, 2019, complying with SB 365 will cost customers $11 million. Eversource Petition, Bates page 362, lines 3-15. Pursuant to SB 365, these costs are non-bypassable and will be allocated among the customer classes in the same fashion as the stranded costs approved for recovery in Order No. 25,920 (issued in Docket Nos. DE 11-250 and DE 14-238 on July 1, 2016). RSA 362-H:2, V. This means residential utility customers would bear 48.75 percent of that $11 million. Order No. 25,920 at 37. The six-month period beginning on February 1 is just the first of six such periods to which SB 365 applies.

The Commission issued a Supplemental Order of Notice on December 11, 2018, scheduling a prehearing conference for December 18, 2018 to address the issues raised in the Eversource Petition. According to Eversource, "there is a high likelihood that the requirements of SB 365 are inconsistent with PURPA." Eversource Petition at 5. This is an understatement, and inconsistency with applicable federal law means that SB 365, however well-intentioned, cannot withstand scrutiny under the Supremacy Clause of the U.S. Constitution.[2] The federal constitutional issues implicated by SB 365 are discussed in detail, via pleadings submitted by the OCA, the New England Ratepayers Association (NERA, granted intervenor status here at the December 18 prehearing conference) and

[2] In its comments filed at the FERC in Docket EL19-10, the OCA also argued that SB 365 cannot withstand scrutiny under the Commerce Clause (specifically, the so-called "Dormant" Commerce clause that precludes states from protectionist interferences with the national economy).

others in connection with the declaratory order petition filed at the Federal Energy Regulatory Commission (FERC) and docketed there as EL19-10.

The OCA is participating in this phase of Docket No. DE 18-002, and the related FERC proceeding, in light of the substantial cost – more than $10 million on an annual basis – that SB 365 imposes on residential utility customers. The OCA respects the judgment of the General Court concerning the economic issues related to the state's forest products industry that were the focus of the hearings and public debate on SB 365, as well as the fuel diversity objectives also cited in the findings section of the legislation itself. But failing to invoke the protections granted to customers under the Federal Power Act and PURPA, which limit the extent to which residential utility customers can be required to subsidize even the most laudable and desirable generation facilities, would be in derogation of the OCA's duty under RSA 363:28 to protect the interests of residential utility customers in any or all forums.[3]

Accordingly, at the December 18 prehearing conference, the OCA urged this Commission to take no action on either the Eversource Petition or the PURPA QF Motion until the FERC has ruled on the issues raised in Docket EL19-10. From the bench, the Commission directed the OCA to address its "take no action" position via the instant pleading, which is also a timely response to the merits of the PURPA QF Motion.

[3] Likewise, the OCA would be failing to discharge its statutory duties if it failed to argue that residential utility customers are entitled to the benefits of unfettered interstate commerce, and a robust national economy unfettered by state-imposed protectionism, as protected by the Dormant Commerce Clause.

II. First, Do No Harm

The Commission has just approved the results of its default energy service procurement applicable to the six-month period commencing on February 1, 2018. *See* Order No. 26,203 (Dec. 20, 2018). The rate applicable to residential customers is $0.09985 per kilowatt-hour (not including the additional cost of compliance with the state's Renewable Portfolio Standard), the equivalent of $99.85 per megawatt-hour. For purposes of the instant docket, SB 365 requires Eversource to "offer to purchase the net energy output" of the five PURPA QFs (and one additional PURPA QF that has apparently opted not to participate) at 80 percent of this retail rate during the six-month period commencing on February 1. *See* RSA 362-H:1, I (defining "adjusted energy rate") and RSA 362-H:2, I (describing mandatory purchases at the adjusted energy rate). SB 365 specifies that Eversource "shall recover the difference between its energy purchase costs and the market energy clearing price through a nonbypassable delivery services charge applicable to all customers" in its service territory. RSA 362-H:2, V. Although it appears that the General Court envisioned that Eversource would use the PURPA QF power acquired pursuant to SB 365 to meet part of its default energy service load, Eversource intends simply to resell the PURPA QF power into the regional wholesale markets overseen by regional transmission organization ISO New England and rely on paragraph V to recover from customers any difference between the SB 365 adjusted energy rate and the wholesale market price.[4]

[4] This intention is not a matter of dispute. Indeed, in the recently concluded proceedings concerning the results of Eversource's recent default energy service procurement, the Company made clear that

That difference is likely to be substantial – indeed, capturing it from customers and remitting it to the PURPA QFs is the whole (unconstitutional) reason for SB 365. The Commission must assume there is a significant possibility that SB 365 will be declared unconstitutional – or, more specifically, will be found to be preempted by the Federal Power Act and PURPA – and that money unconstitutionally extracted from ratepayers will be difficult to recover *post facto* from PURPA QFs which argued at the General Court that they would have to go out of business without the SB 365 subsidy.

There appears to be consensus among the parties that a federal forum, and not the Commission, is the appropriate place to resolve the pending preemption issues. In these circumstances, the prudent course of action and the one that comports most fully with the Commission's statutory charge to serve as the arbiter between *utility* customers and *utility* shareholders, *see* RSA 363:17-a, without any solicitude for PURPA QFs or *their* shareholders, which here include GDF Suez, S.A., *see* Eversource Petition at Bates 98 and 259; Olympus Power LLC (based in New Jersey), *see id.* at Bates 143; and Korea Electric Power, *see id.* at Bates 198 and 303.

The source of the Commission's skepticism about deferring any action appears to be the mandatory language in SB 365 itself. *See* RSA 362-H:2, IV ("All such eligible facility agreements *shall* be subject to review by the Commission for conformity with this chapter in the same proceeding in which it undertakes the

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the winning bidders would service all of the default energy service load with no portion of to be served via RSA 365 procurement.

review of the electric distribution company's periodic default service solicitation and resulting rates") (emphasis added). However, SB 365 did not undertake to repeal or to modify RSA 363:17-a, which by its terms requires the Commission to exercise "all powers and duties . . . in a manner consistent with the provisions of this section," i.e., in a manner consistent with its role as arbiter between the interests of *utility* customers and *utility* shareholders.

An enactment such as SB 363 should not be construed "in isolation" but, rather, "in harmony with the overall statutory scheme." *In re Aldrich*, 156 N.H. 33, 35 (2007) (citation omitted). Uncompromising literalism in this situation would have led the Commission to hold up consideration of the proposed default energy service procurement because that consideration is the "same proceeding" as this one. The Commission meets the "same proceeding" requirement by holding open this docket and taking no action while the parties sort out the constitutional concerns. This approach best harmonizes the procedural rubric specified by SB 363 and the Commission's overall statutory mission as enshrined in RSA 363:17-a.

In the alternative, Eversource has advanced two very reasonable approaches that could allow the SB 365 procurements to move forward without any litigation-related delays. In his prefiled testimony, Eversource witness Frederick B. White proposes (1) requiring each of the PURPA QFs to "provide a letter of credit in an amount equal to the estimated above market costs of their sales under SB 365," or (2) requiring Eversource "to escrow any amounts above the avoided cost value of the

purchases until the law's legality [sic] is determined . . . at which time payments will be reconciled as necessary." Eversource Petition at Bates 360, lines 5-14.

The OCA is indifferent to which of these proposals the Commission adopts in the event it declines to put the procurement process on hold. But, as already explained, some ratepayer protection is in order here because of the extreme unlikelihood that monies remitted to the PURPA QFs can be recovered in the future should any payments in excess of wholesale market rates be deemed improper. Even if such ill-gotten gains remained in the coffers of the PURPA QFs at the point SB 365 is declared unconstitutional, the fact remains that the PURPA QFs are not utilities, are thus not subject to the plenary jurisdiction of the Commission and cannot be compelled to disgorge funds or credit customers (as utilities do as a matter of course via various reconciliation mechanisms).

Nothing in the express language of SB 365 precludes either an escrow requirement or a letter-of-credit requirement, nor should the Commission assume that a brief delay in full payment to the PURPA QFs would defeat the purposes of the statute. To the contrary, the General Court's findings as contained in section 1 of SB 365 refer to the dangers of "pricing volatility and the risks of fuel availability" as an unwelcome threat to the ongoing viability of the PURPA QFs. Winter, and with it the relatively high wholesale market prices typical of the cold weather months, have already descended upon New Hampshire. Thus, in the weeks it will take for the FERC to rule, it is unlikely that any deferred payments will render the PURPA QFs insolvent or unworthy of credit.

III. The PURPA QFs' Motion

The PURPA QFs make four specific requests of the Commission via their motion. They ask the Commission (1) to review their proposed "confirmation and governing terms" to determine whether they comport with SB 365, *see* PURPA QF Motion at 3 and 21; (2) to determine that these proposed terms do in fact comport with SB 365, (3) to direct Eversource to comply with SB 365 by signing agreements containing the PURPA QFs' confirmation and governing terms, and (4) to refrain from issuing "any other orders or rulings regarding matters that are beyond the scope of the review of Intervenors' Agreements for conformity" with SB 365.

In considering the positions taken by the PURPA QFs, the Commission should be mindful of the underying reality of what these intervenors are attempting. The FERC regulations implementing section 210 of PURPA limit mandatory purchases from QFs to the utility's avoided cost. 18 CFR § 292.304(a)(2). A utility may enter into a *voluntary* transaction with a QF that exceeds avoided cost, 18 CFR § 292.301(b)(2), and it has also been the longstanding policy of the FERC that pursuant to section 205 of the Federal Power Act a generator may sell power to a utility at any rate, regardless of avoided cost, if the seller has acquired so-called "market-based" rate authority. Reasonable inferences, based on the overall thrust of the PURPA QFs' filing, are that the PURPA QFs (1) realize that mandatory sales to New Hampshire utilities under SB 365 cannot be squared with the avoided cost limitation adopted by the FERC under PURPA, (2) would like, therefore, to make SB 365 transactions look like either voluntary

transactions exempted from the avoided cost limitation pursuant to 18 CFR § 292.304(a)(2) or, preferably, a market-based transaction under Section 205 of the Federal Power Act.

To aid this legal subterfuge would be in derogation of the Commission's RSA 363:17-a arbiter role.

The theory the PURPA QFs appear to be advancing is that because the SB 365 "adjusted energy rate" is determined with reference to the default energy service rate that is itself the result of competitive wholesale procurement, the SB 365 adjusted energy rate is "market-based" for purposes of Section 205 of the Federal Power Act. Secondarily, it appears to be the PURPA QFs' position that because SB 365does not explicitly require a purchasing utility to resell SB 365power into the regional wholesale market, the so-called "tethering" problem referenced in *Hughes v. Talen Energy Marketing LLC*, 136 S.Ct. 1288 (2016) is not at issue. *See id.* at 1298 (invalidating Maryland-sponsored wholesale electricity subsidy program but stressing that "nothing in this opinion should be read to foreclose Maryland and other States from encouraging production of new or clean generation through measures untethered to a generator's wholesale market participation") (citation and internal quotation marks omitted) and PURPA QF Motion at 10 (referencing *Hughes* "tethering"). The latter notion is absurd on its face since Eversource would be subjecting itself to massive prudence disallowances by simply purchasing SB 365 power and failing either to apply it to default energy service load or resell it via the regional wholesale market.

The PURPA QFs' indifference to such a scenario, as reflected by their claim that Eversource is not obliged to resell their output into the ISO New England regional market, does not deserve the Commission's imprimatur. Similarly, the Commission must not allow itself to be manipulated into creating a scenario in which these mandatory utility purchases take on any appearance of transactions that are voluntary and market driven. Thus, for the reasons that follow, the Commission should reject each of the specific requests advanced by the PURPA QFs.

A. "Review Intervenors' Agreements"

The request that the Commission review the agreements submitted by the PURPA QFs to determine whether they comport with the requirements of SB 365 is itself inconsistent with SB 365. The statute contains very clear and direct instructions to all concerned parties – the utility, the PURPA QFs (referred to in the statute as "eligible facilities") and the Commission. The utility was required to "solicit proposals" from the PURPA QFs prior to the most recent default service solicitation (and the next five ensuing ones). RSA 362-H:2, I(a). Eversource did this. Each interested PURPA QF was obliged, if interested in participating, to submit a "proposal" that includes a "nonbinding proposed schedule of hourly net output amounts during the term stated over a mutually agreeable period . . . and such other information as needed for the eligible facility to submit and the electric distribution company to evaluate the proposal." *Id.* at II. Five of the six eligible PURPA QFs submitted a proposal but, according to Eversource, the proposals

"varied from the terms and conditions contained in Eversource's solicitation." Eversource Petition at Bates 4, ¶ 6. Under the statute, the next move was Eversource's – it was obliged to "select all proposals from eligible facilities that conform to the requirements" of SB 365 and then "submit all eligible facility agreements to the commission as part of its submission for periodic approval of its residential electric customer default service supply solicitation." RSA 362-H:2, III. Finally, "all such eligible facility agreements" – i.e., those agreements submitted to the Commission *by the utility* for approval – "shall be subject to review by the commission for conformity with" SB 365. *Id.* at III.

Thus the inexorable reality is that under SB 365 the PURPA QFs may not submit their own proposed agreements for Commission approval. The only terms and conditions that are pending before the Commission for its approval are those proposed by Eversource.

B. "Determine that Intervenors' Agreements conform with RSA 362-H"

If the Commission is authorized only to review the terms and conditions proposed by PSNH, then it follows that the Commission lacks authority to determine that the terms and conditions proposed by the PURPA QFs conform to the substantive requirements of SB 365. It is well established that administrative agencies have only the authority that is "expressly granted or fairly implied by statute." *In re Chase Home for Children*, 155 N.H. 528, 534 (2007) (citation and internal quotation marks omitted); *see also Appeal of Brown*, 2018 WL 5660561

(N.H. S.Ct. 11/1/2018) at *4 (noting that an agency "cannot confer jurisdiction upon itself") (citation and internal quotation marks omitted).

C. "Order that Eversource Must Comply with RSA 362-H by Signing Intervenors' Agreements"

For the reasons already stated, the Commission lacks authority to force Eversource to sign contractual documents proffered by the PURPA QFs. Obviously, though, it would be contrary to the manifest intent of the General Court for Eversource to evade clearly stated obligations enshrined in the statute. The question really reduces to whether the commercial terms proposed by Eversource – and the relief requested in the Eversource Petition – meet the statutory requirements.

The OCA agrees with Eversource that in the circumstances of this situation – a statute mandating that an electric distribution utility purchase QF output that it does not need and is highly likely to resell at a loss – it is appropriate for any lawful transactions to proceed not pursuant to power purchase agreements but rather pursuant to rate orders entered by the Commission. Nothing in the express terms of SB 365 requires Eversource to enter into power purchase agreements, and ambiguities with respect to whether the utility is entering into transactions voluntarily threatens to create federal mischief where none is necessary.

There is no authority in New Hampshire law, either within SB 365 or without, for the Commission to grant the relief requested. The Eversource filing of December 4, 2018, setting forth the terms under which the utility proposes to complete any transactions that are lawful and required pursuant to SB 365 meets

the requirement of RSA 362-H:2 that it "submit all eligible facility agreements" to the Commission for approval. The public interest therefore requires the Commission to deny the request of the PURPA QFs for an order directing Eversource to sign the agreements the QFs have tendered.[5]

D. "Not Issue Any Other Orders or Rulings Regarding Matters that are Beyond the Scope of the Review of Intervenors' Agreements for Conformity with RSA 362-H

The parties do not appear to be in dispute over this issue. The OCA agrees with the PURPA QFs, and with Eversource, that the pending constitutional issues, which arise under federal law, should be decided by a federal forum.

IV. Meaning of "Net Energy Output" in SB 365

As codified at RSA 362-H:2, SB 365 requires utilities to purchase the "net energy output" of the five PURPA QFs appearing here and other facilities that meet the bill's definition of "eligible facility." "Net energy output" is an undefined term that is ambiguous because it does not specify whether the utility purchases are limited to energy or also include capacity, pay-for performance benefits ancillary

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[5] It is further the understanding of the OCA that Eversource and the PURPA QFs are in disagreement with respect to certain specific commercial terms associated with SB 365 transactions.

One such dispute concerns Eversource's requirement that the PURPA QFs retain their QF registrations with the FERC. The PURPA QFs not only disagree with this request but state that each either has or is in the process of obtaining market-based rate authority pursuant to Section 205 of the Federal Power Act and Exempt Wholesale Generator status – the only other available avenue by which these generators can potentially sell power at wholesale without violating federal law. SB 363 was clearly premised on the assumption that these generators would remain PURPA Qualifying Facilities from which Eversource would be making purchases that are mandatory under Section 210 of PURPA. It would be absurd for the Commission to indulge the fiction that generators conducting sales whose rates have effectively been determined by the New Hampshire General Court are engaging in market-based transactions for purposes of Section 205 of the Federal Power Act. Ultimately, this is a question for the FERC to resolve.

The Office of the Consumer Advocate expresses no views with respect to other terms in dispute between the PURPA QFs and Eversource.

services, and anything else of value that is bought and sold via FERC-jurisdictional markets. Eversource professes to be "uncertain" about the meaning of this ambiguous term but points out that compensation for the purchases under SB 365 is based on a rate that includes both energy and capacity costs. Eversource Petition at 7. The PURPA QFs take the opposite view, at least implicitly. *See* PURPA QF Motion at 12 (noting that the PURPA QFs would object to Eversource payment terms that are "interpreted to give Eversource any access or rights to Intervenors' capacity and/or a pay-for-performance benefit").

The Commission should conclude that "net energy output" in SB 365 means everything of value that is produced by an SB 365 eligible facility and sold at wholesale under FERC jurisdiction. This is the approach that best comports with established principles of statutory construction.

"Where statutory language is ambiguous or where more than one reasonable interpretation exists," the decisionmaker "must look behind the statute itself to determine its meaning." *In re Baker*, 154 N.H. 186, 187 (2006) (citation and internal quotation marks omitted). Such a statute must be interpreted "in the context of the overall statutory scheme and not in isolation." *Id.* In this context, the "overall statutory scheme" is the entirety of the Commission's enabling statutes which, as already noted, explicitly calls on the Commission to balance the interests of utility customers and utility shareholders with no solicitude granted to third parties or unregulated entities.

As PSNH has noted, the price associated with SB 365 purchases is pegged to the default energy service rate that manifestly does include mandatory wholesale products and explicitly *excludes* the cost of complying with the state's Renewable Portfolio Standard (RPS). *See* RSA 362-H:1, I (definition of "adjusted energy rate"). The most logical inference is therefore that SB 365 compensates eligible facilities for everything they produce other than the renewable energy credits that are created and sold pursuant to the RPS. *See, e.g., State v. Mayo*, 167 N.H. 443, 452 (2017) ("the expression of one thing in a statute implies the exclusion of another") (citation and internal quotation marks omitted). Maximizing the revenue reaped by the PURPA QFs at ratepayer expense is admittedly consistent with the primary objective of the statute (assuring the continued operation of economically challenged, wood- and trash-burning generators in New Hampshire) but "no legislation pursues its purposes at all costs. Deciding what competing values will or will not be sacrificed to the achievement of a particular objective is the very essence of legislative choice – and it frustrates rather than effectuates legislative intent simplistically to assume that *whatever* furthers the statute's primary objective must be the law." *Rodriguez v. U.S.*, 480 U.S. 522, 525-26 (1987) (emphasis in original). The ambiguity should be resolved in favor of ratepayers.

V. Conclusion

In their pleading, the PURPA QFs posit Eversource as the villain of this proceeding, accusing the utility of seeking to thwart the will of the General Court. Eversource portrays itself as a kind of innocent bystander, seeking only to protect

itself from future claims it has acted imprudently. In reality, this case in its present phase is all about ratepayers and the extent to which they can be compelled to assume some $11 million costs in the next six months alone – costs from which federal law shields them. The federal arguments, currently being advanced at the FERC by ratepayer advocates including but not limited to the OCA, need not be resolved by this Commission. But the Commission's statutory role as arbiter and protector of both utility customers and utility shareholders counsels the Commission to take those federal concerns very seriously and no nothing to impede their resolution or muddy the clarity of their presentation at the FERC and, potentially, in court.[6] The pleading submitted here by the PURPA QFs seeks to roil already turbid waters. Their arguments should be rejected, their requests denied, and the customers of Eversource – particularly residential customers -- given the reasonable protections requested here.

WHEREFORE, the OCA respectfully request that this honorable Commission:

A. Deny all aspects of the relief requested in the "Motion for Determination that Agreements Confirm with RSA 362-H and to Direct Eversource to Comply with RSA 362-H;

[6] In a letter filed on December 27, 2018, the PURPA QFs urge the Commission to treat the pending FERC proceeding as frivolous because (1) a favorable declaratory ruling by the FERC would require judicial enforcement, and (2) "[i]f any party was seriously concerned that a court of competent jurisdiction would find that RSA 362-H is preempted by federal law, then that party would have sought immediate relief in such a court to protect ratepayers." December 27, 2018 letter of Timothy J. McLaughlin, Esq. to Executive Director Howland at 3. These assertions are devoid of supporting authority and the Commission should ignore them. The Commission can and should assume that the Office of the Consumer Advocate will act to protect the interests of residential utility customers in an appropriate, lawful and proactive manner.

B. Stay this proceeding until the Federal Energy Regulatory Commission has issued its declaratory ruling in Docket EL19-10 or, in the alternative, adopt the escrow or letter-of-credit protections proposed herein by Public Service Company of New Hampshire d/b/a Eversource Energy;

C. Conclude that any mandatory purchases utilities must make pursuant to RSA 362-H consist of all wholesale products; and

D. Grant any other such relief as the Commission deems appropriate.

Sincerely,

D. Maurice Kreis
Consumer Advocate
Office of the Consumer Advocate
21 South Fruit Street, Suite 18
Concord, NH 03301
(603) 271-1174
donald.kreis@oca.nh.gov

December 27, 2018

Certificate of Service

I hereby certify that a copy of this Objection was provided via electronic mail to the individuals included on the Commission's service list for this docket.

D. Maurice Kreis