

**STATE OF NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

DE 22-080

NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

Petition for Waiver of Portions of Puc 2200 Rules

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into this 8th day of May, 2023, by and among New Hampshire Electric Cooperative, Inc. (“NHEC” or “the Cooperative”), the New Hampshire Department of Energy (“DOE”), Community Power Coalition of New Hampshire (“CPCNH”), and Colonial Power Group, Inc. (“Colonial”) (together, “Settling Parties”). This Settlement Agreement resolves all issues to the reasonable satisfaction of the Settling Parties with respect to NHEC’s request for a waiver of portions of the Puc 2200 rules.

SECTION 1. INTRODUCTION AND PROCEDURAL HISTORY

1.1 On November 28, 2022, NHEC filed a petition with the Public Utilities Commission (the “Commission”) requesting a waiver from portions of the Commission municipal aggregation rules pursuant to the waiver provisions contained in Admin. Rules Puc 2201.03(b) and Puc 201.05.

1.2 On December 2, 2022, the Commission issued a “Commencement of Adjudicative Proceeding and Notice of Prehearing Conference.” The DOE filed a notice of appearance, and CPCNH and Colonial submitted petitions to intervene. As a result of the prehearing conference held on February 9, 2023, during which the Commission granted the petitions to intervene, the Commission issued a Procedural Order dated February 21, 2023, with a procedural schedule which included the exchange of data requests and a technical session.

1.3 Following two sets of data requests and responses from NHEC, and a technical session, the Settling Parties submitted a status update to the Commission on April 14, 2023, in accordance with the procedural schedule. That status update indicated that the Settling Parties believed they could come to an agreement on how to resolve the docket and suggested that the Commission establish a deadline of May 8, 2023, as a deadline for the submission of a written settlement agreement. The Commission adopted this recommendation in a Procedural Order issued on April 17, 2023.

1.4 The Settling Parties are submitting this Settlement Agreement in accordance with the procedural schedule adopted by the Commission.

SECTION 2. PROPOSED RULE WAIVERS

2.1 The Settling Parties recommend that the Commission grant NHEC waivers from the Puc 2200 rules listed in Appendix 1 to this Settlement Agreement.

2.2 The Settling Parties further acknowledge that NHEC is exempt from compliance with certain other provisions of the PUC 2200 rules pursuant to its status as a rural electric cooperative with a certificate of deregulation on file. The Settling Parties further acknowledge that NHEC is voluntarily complying with certain provisions as described below, while retaining its right to be deemed exempt from compliance, and providing notice to the Commission and to the DOE in certain circumstances. Specifically,

NHEC is not subject to RSA 362-A:9 and NH Code of Admin Rules Puc Chapter 900, so group net metering conditions are governed by NHEC's Terms & Conditions. Nonetheless, active group-hosts can and will be identified by their rate code in various reports for CPAs. See Puc 2201.02 (b) (referencing Puc 2204.02(a)(4), 2205.13(a)(9) and

2205.15) In addition, the Settling Parties agree that NHEC is also exempt from Puc 2205.13(b) (8) and (b) (9) because NHEC is exempt from Puc Chapter 900 requirements.

NHEC has partnered with NH Solar Shares, a subsidiary of Plymouth Area Renewable Energy Initiative to use the proceeds from purchase power agreements to provide bill credits for low-income members participating in this low and moderate income community solar project. The credit is applied to the applicable member's accounts receivable balances, but is not otherwise denoted or stored in NHEC's billing system.

SECTION 3. PUBLIC INTEREST

3.1 Based on the terms of this Settlement Agreement, the Settling Parties support approval of the proposed waivers and agree that they serve the public interest, will not disrupt the orderly and efficient resolution of matters before the commission and that compliance with the rule would be onerous or inapplicable. See Puc 201.05. The Settling Parties also agree that compliance with the rules cited in Appendix 1 would not be reasonably practical at a reasonable cost to NHEC. See Puc 2201.03(b). (Combined waiver standards shall hereinafter be references as "serving the public interest").

SECTION 4. EFFECTIVE DATE

4.1 The Settling Parties recommend that this Settlement Agreement is subject to and shall become effective upon Commission approval. The Settling Parties also recommend that the Commission grant the requested waivers *nisi* without a further hearing in this docket.

4.2 For the Puc Chapter 2200 provisions listed in Appendix I, attached, the Settling Parties recommend that the interim waivers be extended effective from December 2, 2022 and thereafter, with the exceptions identified in the following paragraph. See Commission's Commencement of

Adjudicative Proceeding and Notice of Prehearing Conference (filed December 2, 2022) (establishing interim waiver).

4.3 With regard to certain Puc Chapter 2200 provisions, the interim waiver granted by the Commission need only be extended through December 31, 2022, as NHEC made software changes that permitted compliance, or confirmed manual compliance is available no later than December 31, 2022. The Settling Parties agree that a brief period to alter software or to confirm that manual compliance is available is reasonable. Those provisions include Puc 2203.02(b); Puc 2204.02(a); Puc 2204.03(a); Puc 2205.05; and Puc 2205.13, unless further described in Appendix 1.¹

SECTION 5. GENERAL PROVISIONS

5.1 This Settlement Agreement is expressly conditioned upon the Commission's acceptance of all provisions, without change or condition. If the Commission does not accept this Settlement Agreement in its entirety, without change or condition, or if the Commission makes any findings that go beyond the scope of this Settlement Agreement, and any of the Settling Parties notify the Commission within five business days of their disagreement with any such changes, conditions, or findings, the Settlement Agreement shall be deemed to be withdrawn, in which event it shall be deemed to be null and void and without effect, shall not constitute any part of the record in this proceeding, and shall not be relied on by DOE or any party to this proceeding or by the Commission for any other purpose.

5.2 Under this Settlement Agreement, the Settling Parties agree to this joint submission to the Commission as a resolution of the issues specified herein only.

¹ The Settling Parties note that NHEC did not seek waiver of Puc 2205 16 (e) (identifying purchase of receivables (POR) program filing deadline). NHEC requested and was granted an extension of deadline to file its proposed POR program in Docket No. DE 23-001.

5.3 The Settling Parties agree that the Commission's approval of this Settlement Agreement shall not constitute continuing approval of, or precedent for, any particular principle or issue, but such acceptance does constitute a determination that the proposed waivers serve the public interest.

5.4 This Settlement Agreement shall not be deemed an admission by any of the Settling Parties that any allegation or contention in this proceeding by any other party, other than those specifically agreed to herein, is true and valid. This Settlement Agreement shall not be construed to represent any concession by any Settling Party hereto regarding positions taken with respect to NHEC's proposals in this docket, nor shall this Settlement Agreement be deemed to foreclose any Settling Party in the future from taking any position in any subsequent proceedings. The conditions agreed to in this Settlement Agreement are settlement positions that reflect a compromise of all issues in this proceeding.

5.5 NHEC statements made in the petition for waiver, and NHEC data responses relied upon by the Settling Parties are not expected to be the subject of cross-examination by the Settling Parties (should the Commission decide to hold a hearing), which would normally occur in a litigated case. The Settling Parties agree that all such supporting documentation, including the Settling Parties' responses to data requests and/or/responses to Commission record requests, shall be admissible as full exhibits if needed for the purpose of consideration of this Agreement and shall be given the weight the Commission deems appropriate. Consent by the Settling Parties to admit all such documentation and data responses does not constitute agreement by any of the Settling Parties that the content of that information is accurate or that the views of the witnesses should be assigned any particular weight by the Commission.

5.6 Admission into evidence of any supporting documentation shall not be deemed in any respect to constitute an admission by any party to this Settlement Agreement that any allegation or contention in this proceeding is true or false, except that the sworn statements of any witness shall constitute an admission by such witness.

5.7 The rights conferred and the obligations imposed on the Settling Parties by this Settlement Agreement shall be binding on or inure to the benefit of any successors in interest or assignees as if such successor or assignee was itself a signatory party. The Settling Parties agree to cooperate in advocating that this Settlement Agreement be approved by the Commission in its entirety and without modification.

5.8 The discussions that produced this Settlement Agreement have been conducted on the understanding that all offers of settlement and settlement discussions relating to this docket shall be confidential, shall not be admissible as evidence in this proceeding, shall be without prejudice to the position of any party or participant representing any such offer or participating in any such discussion, and are not to be used in connection with any future proceeding or otherwise. The content of these negotiations, including any documents prepared during such negotiations for the purpose of reaching a settlement, shall be privileged and all offers of settlement shall be without prejudice to the position of any party presenting such offer.

5.9 This Settlement Agreement may be executed by facsimile, electronically, and in multiple counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement binding on all Settling Parties.

[signature pages follow]

New Hampshire Electric Cooperative, Inc.

Dated: May __, 2023

By its Attorney, Douglas L. Patch

New Hampshire Department of Energy

Dated: May _8_, 2023

Mary E. Schwarzer

By its Attorney, Mary Schwarzer

Community Power Coalition of New Hampshire

Dated: May __, 2023

By Clifton Below

Colonial Power Group, Inc.

Dated: May __, 2023

By Stuart Ormsbee

**DE 22-080
New Hampshire Electric Cooperative, Inc.**

Settlement Agreement

Appendix 1

Rule	Basis for Waiver	Duration	Status	Comments
2203.02(b)(5) Past Due Data	2201.03(a) and/or 2201.03(b)	Temporary (POR Approved)	Waiver requested until POR implemented	NHEC does not have the detail needed for Puc 2203.02(b)(5). Summary detail was provided with NHEC's POR plan filed in DE 23-001. Rule no longer applicable with implementation of POR.
2204.02(a)(5) Anonymized Usage Data – Group Net Metering	2201.03(a) and/or 2201.03(b)		Waiver requested	NHEC is not subject to Puc 900 rules and does not track group net metering membership in its billing system, nor does it provide on-bill crediting. Group host can be determined by rate code.
2204.02(a)(6) Anonymized Usage Data – LMI Solar	2201.03(a) and/or 2201.03(b)		Waiver requested	NHEC is not subject to Puc 900 rules and does not track low-moderate income community solar projects in its billing system.
2204.02(a)(7), (8) Anonymized Usage Data – Net Metering	2201.03(a) and/or 2201.03(b)		Waiver requested	The size of net-metered generation and date placed into service is not readily available for this type of data request in NHEC's billing system.

Rule	Basis for Waiver	Duration	Status	Comments
2204.06(a) Billing Service	2201.03(a) and/or 2201.03(b)	Temporary (POR Approved)	Waiver requested until POR approved	At present, NHEC's tariff and billing software require CEPS to choose either standard-billing (i.e., separate billing) or consolidated-billing, which applies to all accounts, and has different EDI configuration and testing requirements. NHEC has identified a way to enable suppliers to choose billing service by account, pending final testing. NHEC expects to be able to provide this functionality to CPAs this spring if they select a consolidated-billing EDI configuration. NHEC plans to fully implement this change in conjunction with the Purchase of Receivables program.
2205.03 Billing Service	2201.03(a) and/or 2201.03(b)	Temporary (POR Approved)	Waiver requested until POR approved	At present, NHEC's tariff and billing software require CEPS to choose either standard-billing (i.e., separate billing) or consolidated-billing, which applies to all accounts, and has different EDI configuration and testing requirements. NHEC has identified a way to enable suppliers to choose billing service by account, pending final testing. NHEC expects to be able to provide this functionality to CPAs this spring if they select a consolidated-billing EDI configuration. NHEC plans to fully implement this change in conjunction with the Purchase of Receivables program
2205.13(b)(1), (5), (6) Customer Data	2201.03(a) and/or 2201.03(b)		Waiver requested	NHEC has not identified a readily available field in its billing system.

Rule	Basis for Waiver	Duration	Status	Comments
2205.13(b)(7) Customer Data	2201.03(a) and/or 2201.03(b)		Waiver requested	NHEC is not subject to Puc 900 rules and does not have size of the net-metered generation on a customer-specific basis readily available in NHEC's billing system in the format or with the data granularity for this type of request.
2205.13(b)(8) Customer Data	2201.03(a) and/or 2201.03(b)		Waiver requested	NHEC is not subject to Puc 900 rules and does not track group net metering membership, nor does it provide on-bill crediting. Group host can be determined by rate code and is limited to default service pursuant to NHEC's Terms & Conditions.
2205.13(b)(9) Customer Data	2201.03(a) and/or 2201.03(b)		Waiver requested	NHEC is not subject to Puc 900 rules and does track not low-moderate income community solar projects in its billing system.
2205.13(b)(10) Customer Data	2201.03(a) and/or 2201.03(b)		Waiver requested	NHEC does not have specific utility battery storage programs in its billing system.
2205.14(a)(1), (2) Meter Reading	2201.03(a) and/or 2201.03(b)		Waiver requested	NHEC's metering system is encrypted to prevent outside access. NHEC's meter data is not transmitted or stored in real-time, nor is it configured for direct outside access. As a result, NHEC cannot provide access to NHEC meters or meter data.

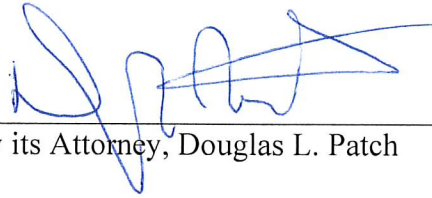
Rule	Basis for Waiver	Duration	Status	Comments
2205.16(a)(1), (2) Billing Service	2201.03(a) and/or 2201.03(b)	Temporary (POR Approved)	Waiver requested until POR approved	At present, NHEC’s tariff and billing software require CEPS to choose either standard-billing (i.e., separate billing) or consolidated-billing, which applies to all accounts, and has different EDI configuration and testing requirements. NHEC has identified a way to enable suppliers to choose billing service by account, pending final testing. NHEC expects to be able to provide this functionality to CPAs this spring if they select a consolidated-billing EDI configuration. NHEC plans to fully implement this change in conjunction with the Purchase of Receivables program.

<p>2205.16(c)(2)</p> <p>Time of Day</p>	<p>2201.03(a) and/or 2201.03(b)</p>		<p>Waiver requested</p>	<p>The vast majority of NHEC’s meters are configured with only one billing register. A change from a regular meter to a time-of-day meter with multiple billing registers requires NHEC to program a new meter and dispatch a meter technician to install it.</p> <p>Additionally, NHEC’s metering system can only facilitate eight - meter configuration programs, a limit which has been nearly reached with NHEC’s existing rate and metering structure. Any changes to NHEC’s meter configuration programs are resource intensive, as they must be tested in all systems that transmit, process, and/or store meter reads. Additionally, Puc 2205.16(c)(2) enables “enhanced metering services” and “services beyond the provision of basic electricity supply service, provided that [t]he requested rate structures, customer class definitions, and availability requirements are within the capabilities of the utility’s billing system, customer information system or meter data management system.” Since most cooperatives using NISC software do not participate in retail choice, NHEC’s billing software has been custom programmed to facilitate CEPS. As a result, advanced functionality included in the software package is not available for other energy suppliers. One example is hourly pricing, which is computed in NHEC’s MDM, outside of NHEC’s billing system. It should also be noted that NHEC’s meters cannot have multiple profiles (e.g., a distribution time of day schedule and an energy supply time of day schedule), and that the New Hampshire EDI standard does not facilitate the enrollment of multiple</p>
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Rule	Basis for Waiver	Duration	Status	Comments
				<p>rates for a consolidated-billing account. If more robust functionality is implemented in the future, NHEC would make it available if it is in the best interest of its members.</p>
<p>2205.16(d)(1), (2) Bill Ready Billing</p>	<p>2201.03(a) and/or 2201.03(b)</p>		<p>Waiver requested</p>	<p>NHEC uses “rate-ready” billing, in which a pre-existing rate factor is multiplied by the monthly metered usage for an account on a bills-rendered basis. This is consistent with NHEC’s existing distribution rate and billing system structure.</p> <p>At a minimum, “bill-ready” billing would require custom programming, changes to the Cooperative’s billing processes, increased consumer accounting and information technology labor, and potential delays to NHEC’s proposed Purchase of Receivables implementation timeline. Even with these changes and costs, NHEC would still be unable to facilitate bill-ready billing because it is not supported by the New Hampshire EDI standard.</p> <p>Therefore, NHEC does not believe such costs and changes are in the best interest of its membership as a whole.</p>

New Hampshire Electric Cooperative, Inc.

Dated: May 6, 2023



By its Attorney, Douglas L. Patch

New Hampshire Department of Energy

Dated: May 8, 2023

Mary E. Schwarzer

By its Attorney, Mary Schwarzer

Community Power Coalition of New Hampshire

Dated: May __, 2023

By Clifton Below

Colonial Power Group, Inc.

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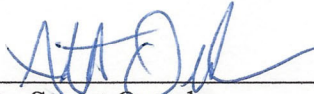
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Dated: May __, 2023

By Clifton Below

Colonial Power Group, Inc.

Dated: May __, 2023



By Stuart Ormsbee