

**BEFORE THE
NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

Docket No. DE 23-062

COMMUNITY POWER COALITION OF NEW HAMPSHIRE

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

Community Power Coalition of New Hampshire Reply to Eversource Energy Response

On June 13, 2023, the Community Power Coalition of New Hampshire (“CPCNH” or “Coalition”) filed a complaint with the New Hampshire Public Utilities Commission (“Commission”) pursuant to NH Code of Administrative Rules Puc 2205.12(a)¹ against Public Service Company of New Hampshire d/b/a/ Eversource Energy (“Eversource”) alleging certain violations of Puc 2200 rules and RSA 53-E and regarding certain disputes between CPCNH and Eversource (the “Complaint”). On June 30, 2023, the Commission issued Order No. 26,856, Notice of Complaint and Initial Procedural Order (“Order”), directing Eversource to respond to the Complaint including a description of all steps taken to resolve the complaint and whether it disputes the complaint within 10 days of receipt of the Order. The Commission further directed CPCNH to notify the Commission within 5 business days of receipt of Eversource’s response whether it is satisfied with Eversource’s response.

On July 10, 2023, Eversource responded to the Complaint “disputing the various allegations of non-compliance with the Puc 2200 rules” (“Response” at 1). The Coalition is not satisfied with Eversource’s response. To be clear, we appreciate that “Eversource has been and continues to be supportive of municipal aggregation in New Hampshire” (Response at 3) and has spent a fair amount of time and effort facilitating successful launch of community power aggregations (“CPAs”), but we disagree that Eversource is acting in full compliance with the Puc 2200 rules and RSA 53-E. Following is a brief summary of key outstanding issues, which is not exhaustive.

¹ Puc 2205.12(a) defines the PUC’s jurisdiction to hear and decide complaints and disputes between CPAs and utilities and as well compliance with the Puc 2200 rules and RSA 53-E. Puc 2205.12(b) then necessarily follows and describes the process including incorporation by reference to Puc 204.

Regarding Eversource's unwillingness to consider the Coalition to be an appropriate counterparty for a supplier agreement and unwillingness to modify any of the text of their CEPS supplier agreement to conform with Puc 2200 rules and RSA 53-E and resulting delay in launching of CPCNH supplier services, while we are not seeking reparations for the \$4,380,000 estimated cost of forgone savings from such delay, we disagree that: 1) the Coalition is not an appropriate counterparty for a supplier agreement, 2) that the supplier agreement does not need to be modified to conform with Puc 2200 rules and RSA 53-E, and 3) that a separate supplier agreement is required for each municipality or county served by the Coalition. By its own terms, Eversource's supplier agreement allows CEPS to separately contract for EDI and Market Participant services; the same should apply to CPCNH as the contractual supplier for member CPA programs. RSA 53-E:3, II(b) allows municipalities to operate CPAs as a "group of such entities operating jointly pursuant to RSA 53-A" as is the Coalition and to provide for the "supply of electric power and capacity" (RSA 53-E:3, II(a)(1)). Puc 2202.05 likewise defines CPAs to include such a joint operation as CPCNH as well as their agents. We note that Eversource's supplier agreement has provisions that are in direct conflict with the Puc 2200 rules and RSA 53-E and necessarily needs updating to conform with these more recent and specific requirements, as does their tariff. The Purchase of Receivables proceedings may potentially become a venue to address these matters over the near-term. We are not aware that the current supplier agreement text has ever been approved by the Commission. We also note that as the CPCNH CPA programs are being operated jointly, Eversource's requirement that a separate supplier agreement be executed for each municipality served by the Coalition finds no parallel in New Hampshire for CEPS and is not a part of any relevant PUC rules, orders, or tariffs. Neither Liberty nor the New Hampshire Electric Cooperative has required separate supplier agreements and EDI testing for each municipality served. The LSE market participant for CPCNH is Calpine Community Energy, LLC that is under contract with the Coalition and does not have any direct contractual relationship with any CPCNH member communities. Further, CPCNH self-manages its supply portfolio and regularly issues solicitations for firm power. Likewise, the Coalition separately contracts for EDI services and is the power supplier under its contracts with individual municipalities and Cheshire County.

The Coalition disagrees with Eversource that they do not have a responsibility to enable CPAs to offer net metering pursuant to RSA 53-E and Puc 2200. We join with Eversource in

respectfully seeking “Commission clarification on interpretation of the Puc 2200 rules in relation to the provision of customer export data” (Response at 5) and whether Eversource as the exclusive holder of such metering data has a responsibility to share it with CPAs. We appreciate that Eversource is working to enable compliance with Puc 2204.02(a)(2) but note that that alone does not enable CPAs to be able to serve most net metered customers, and that the provision of net metering data on an ongoing, operational basis and/or enabling consolidated billing services performed by the utility will be necessary to do so. We again reiterate our contention that “Eversource should not be allowed to use its monopoly franchise on electric distribution services to systematically advantage its default service by not providing comparable meter data and rate and billing options to CPA default service that it provides to its own default and/or distribution service as expected by the relevant law and PUC order.” (Complaint at 3.)

Related, we are concerned that Eversource has indicated that it is under no obligation to provide the same billing system services to CPAs that it employs for serving utility default supply customers, apparently because Puc 2200 rules failed to make each discrete practical function within such services an explicit requirement. (Response at 8, regarding 1.12.) While we appreciate learning that Eversource can prorate most individual customer loads across calendar months — albeit only for those tracked in the C2 billing system, and not customers in the LBP system — CPCNH is not satisfied with the utility’s response. Relevant here, again, is the fact that the PUC has apparently not previously approved Eversource’s supplier service agreement. We look forward to achieving non-discriminatory services for all customers, regardless of whether taking supply through Eversource or a competitive third-party such as CPCNH, as it would reduce customer confusion, improve the comparability of noticed rates, enable more efficient alignment of wholesale and retail products, and lower costs and risks for CPAs.

CPCNH is not satisfied that Eversource is complying with its obligations to provide interval data under the Puc 2200 rules, including for TOU periods that are reported to customers with TOU rates for distribution and/or transmission services. We appreciate Eversource’s acknowledgment that they are not able to comply with Puc 2205.16(d)(1) and have initiated a proposal for a possible solution in DE 23-063.

The Coalition looks forward to the next steps in clarification and resolution of these issues and appreciates the Commission’s and Eversource’s attention to these matters.