

STATE OF NEW HAMPSHIRE
before the
PUBLIC UTILITIES COMMISSION

Docket No. DE 14-238

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Determination Regarding PSNH's Generation Assets

MOTION OF PSNH TO COMPEL
GSHA TO RESPOND TO DATA REQUESTS

Pursuant to Rule Puc 203.09 (i), Public Service Company of New Hampshire d/b/a Eversource Energy (“PSNH”), hereby moves the Commission to compel the Granite State Hydropower Association (“GSHA”) to fully respond to nine of twenty-four data requests submitted to it by PSNH. Per the requirement of Puc 203.09(i)(4), PSNH certifies that good-faith efforts were made to resolve this dispute informally.

In support of this Motion, PSNH states:

1. On September 18, 2015, GSHA submitted the pre-filed direct testimony of its President, Richard A. Norman. On October 2, 2015, PSNH submitted twenty-four data request questions to GSHA. (Attachment 1). On October 12, 2015, GSHA notified PSNH of its objection (the “Objection”), in total or in part, to all twenty-four of PSNH’s questions. (Attachment 2).
2. On October 22, 2015, the Commission issued Order No. 25,829, “Order on Motion to Compel Discovery and Associated Waiver Request” in this docket. In that Order, the Commission held that questions relating to the avoided-cost definition agreed to by the parties to the 2015 Settlement Agreement are reasonably calculated to lead to the discovery of admissible

evidence. The Commission ordered PSNH to respond to all sixteen questions that were the subject of GSHA's Motion to Compel.

3. In Order No. 25,829, the Commission also granted PSNH the opportunity to file this Motion to Compel within 10 business days from the date of that Order (i.e., November 5, 2015 – a three-day extension from the otherwise effective deadline of 15 business days from the date of receipt of the objections, being November 2).

4. As argued by GSHA in its August 12, 2015, Motion to Compel at paragraph 6:

"New Hampshire law favors liberal discovery" and discovery in a Commission proceeding extends to information that "is relevant to the proceeding or reasonably calculated to lead to the discovery of admissible evidence." *Public Service Company of New Hampshire*, Investigation of Merrimack Station Scrubber Project and Cost Recovery, DE 11-250, Order No. 25, 398 (Aug. 7, 2012) p. 2 (citations omitted). The Commission will typically allow "wide-ranging discovery" and will deny discovery requests only when it "can perceive of no circumstance in which the requested data would be relevant." *Re Lower Bartlett Water Precinct*, 85 NH PUC 371, 372 (2000). A party in a legal proceeding in New Hampshire is entitled to "be fully informed and have access to all evidence favorable to his side of the issue. This is true whether the issue is one which has been raised by him or by his opponent, and whether the evidence is in the possession of his opponent or someone else." *Scontsas v. Citizens Insurance Co.*, 109 N.H. 386, 388 (1969).

5. Under the foregoing discovery standard, PSNH's data requests discussed herein should be answered by GSHA. The information PSNH seeks relates to demonstrating that PSNH's payments to IPPs under the terms of 1999 Settlement Agreement, and its proposal for payments under the 2015 Settlement Agreement, are consistent with applicable law that defines avoided costs.

6. GSHA's Objection to all twenty-four of PSNH's data requests begins with eight "General Objections." The Commission's rules at Puc 203.09 (g)(2) require that objections to data requests must "Clearly state the grounds on which they are based." The Commission has

indicated that this regulation requires specific objections to specific data requests, and not generalized objections. *See* Secretarial Letter January 31, 2014, in Docket No. DE 11-250.

7. GSHA's General Objections are not specific, are overbroad, and require both PSNH and the Commission to guess at which objections are or are not applicable. For example, GSHA's general objections include an objection (at paragraph 3):

to requests for information or production of documents that is or are subject to the attorney-client privilege, constitute work product, is or are proprietary, is or are protected under state or federal law, constitute draft and/or non-final documents and/or constitute communications concerning any of the above.

None of PSNH's questions seek information that in any way invokes an objection such as the one above. All of GSHA's eight boilerplate General Objections are similarly non-specific and create unnecessary work and confusion for both PSNH and the Commission. As in Docket DE 11-250, the Commission should reject all such "General Objections" as non-compliant with Puc 203.09(g)(2).

8. More specifically, PSNH seeks information from GSHA for the following data requests:

Q-PSNH-8. If PSNH is always in the ISO-NE real time market for its marginal energy transactions, please explain why that real time market price would not be the appropriate PURPA avoided cost to PSNH.

Q-PSNH-10. On page 8, lines 12-14, Mr. Norman testifies, "Absent a supplemental power purchase, PSNH's avoided cost in the hybrid period must be based on its own generation costs." In making this statement, does Mr. Norman necessarily assume that the output from PSNH's own generating units precisely equals the energy needs of customers taking retail default energy service from PSNH? If not, please explain.

Q-PSNH-13. On page 10, lines 14-15, Mr. Norman testifies, "The DA energy market lets market participants commit to buy or sell energy one day before the operating day in which the energy is to be used." What are the impacts of a market participant failing to

meet any such commitment made in the DA market?

Q-PSNH-16. Is Mr. Norman aware of any PURPA-jurisdictional utility in New Hampshire that has an avoided cost rate established in the manner that he testifies is required by PURPA? If so, please identify all such utilities.

Q-PSNH-17. When a QF sells its output to a utility under PURPA's mandatory buy provisions, does Mr. Norman view that transaction to be a wholesale or retail transaction? Please explain his response.

Q-PSNH-18. Do any of the GSHA's QFs provide any ancillary services? If yes, please identify each resource, which services they provide, and how much did they provide in each year from 2012 through 2014.

Q-PSNH-19. Does Mr. Norman agree that default energy obtained by the other utilities in New Hampshire pursuant to competitive solicitations is a fully-bundled service that includes all of the power supply and ancillary services that are or may be necessary to serve electrical load under the ISO-NE Tariff, including Energy, Installed Capability, Operable Capability, Operating Reserves, Automatic Generation Control, electrical losses, congestion charges, charges of the ISO associated with NEPOOL membership and with serving the Contract Load Quantity, and any future additions, deletions or changes to the seven NEPOOL products (Energy, Installed Capability, Operable Capability, 30-minute Non-Spinning Operating Reserves, and Automatic Generation Control) that are required for entities serving electrical load in NEPOOL, and such transmission and distribution delivery services as may be required for the Seller to deliver power to the Delivery Point(s)? If Mr. Norman does not agree, please explain in detail the bases for any such disagreement and provide an explanation of what Mr. Norman believes utilities are buying under such competitive solicitations.

Q-PSNH-21. On page 17, lines 16-18, Mr. Norman Testifies, "With respect to the generic period, GSHA suggests that PSNH's avoided cost rates be based upon the Commission approved default service rates resulting from PSNH's competitive procurement process, as thereafter adjusted by subsequent Commission determination."

a. Is Mr. Norman aware of any PURPA-jurisdictional utility in New Hampshire that has an avoided cost rate based upon its Commission approved default service rate resulting from a competitive procurement process? If so, please identify all such utilities.

b. Is Mr. Norman aware of any jurisdiction that has set its avoided cost rate under PURP A using the methodology suggested by GSHA? If so, please identify all such jurisdictions, the laws, regulations or regulatory commission orders setting such pricing where such pricing exists and the utilities to which such pricing applies.

c. Mr. Norman testifies at page 1, lines 15-17 that his, "duties include representing GSHA's interests before the New Hampshire legislature and regulatory bodies and the Federal Energy Regulatory Commission ("FERC")," and at page 2, lines 18-19 that, "As the result of my business experience with small hydroelectric power projects, I am familiar with some of the federal and state laws and rules that apply to that sector of the electric industry." Based upon Mr. Norman's expertise, is he aware of any FERC or state regulatory decision supporting the avoided cost methodology he suggests for the "generic period"? If so, please identify all such decisions.

Q-PSNH-22. On page 15, lines 2-4, Mr. Norman testifies, "Regarding the generic period, there is a no assurance such a generic, adjudicative avoided cost docket would, in fact, be opened nor any assurance of the time by which an order establishing PSNH's avoided costs would be issued in that proposed docket."

a. Does Mr. Norman agree that all other PURPA-jurisdictional utilities in New Hampshire are already in such a "generic period"? If not, please explain. Page 11 of 13

b. Does PURPA allow GSHA's members to "put" their output to the other PURPA-jurisdictional utilities in New Hampshire?

c. Has GSHA made any attempts to require that the other PURPA-jurisdictional utilities in New Hampshire purchase power from QFs put to them under PURPA at such utility's retail default service rate? If so, please provide details of all such attempts. If not, why not?

d. Is there any reason why a generic avoided cost proceeding could not or should not be established for the other PURPA-jurisdictional utilities in New Hampshire in the near term? If so, please explain all such reasons.

e. Based upon the energy service price rates of Unitil, Liberty Utilities, and NHEC during 2013 and 2014, if GSHA's view of the proper avoided cost post-divestiture were applied to those utilities, please provide an estimate of the additional annual revenues that GSHA members could have received during each of those two years. (If an actual value cannot be provided, a percentage increase over the real-time market price would be acceptable.)

f. If GSHA feels its members are entitled to the amount(s) stated in response to subquestion e, above, why has GSHA failed to take action to change those companies' avoided cost rates under PURP A?

9. Each of these questions relates to the issue of whether PSNH's payments to IPPs under the terms of 1999 Settlement Agreement, and the proposal for payments under the 2015 Settlement Agreement, are consistent with applicable law that defines avoided costs. This is the

precise issue that GSHA argued is the standard for determining relevancy of data requests in its August 12 Motion to Compel (at paragraph 7).

10. PSNH moves the Commission to compel responses by GSHA to the following nine questions for the reasons set forth for each:

Q-PSNH-8. If PSNH is always in the ISO-NE real time market for its marginal energy transactions, please explain why that real time market price would not be the appropriate PURPA avoided cost to PSNH.

GSHA's Objection: GSHA objects to this question because it is argumentative and seeks a legal opinion. In addition, GSHA objects to the premise of the question, (i.e. that Eversource is always in the ISO-NE real time market for its marginal energy transactions). Notwithstanding and without waiving this or any other objections, GSHA responds as follows: Because Eversource has not responded to GSHA's data requests seeking operating information that is necessary for determining how Eversource's marginal energy transactions are obtained, GSHA is unable to respond.

PSNH Argument: This question is not argumentative and does not seek a legal opinion. PSNH has responded to GSHA's data requests and has informed GSHA that PSNH is in the real time market for its marginal energy transactions 100% of the time. GSHA's witness specifically testifies about the appropriate PURPA avoided cost standard. The response to this question may result in relevant information that could be admitted as evidence in the proceeding. (*See Investigation of Merrimack Station Scrubber Project and Cost Recovery*, DE 11-250, Order No. 25,398 (August 7, 2012)). Therefore this question is relevant and well within the area of expertise espoused by GSHA's witness. GSHA should be compelled to respond.

Q-PSNH-10. On page 8, lines 12-14, Mr. Norman testifies, "Absent a supplemental power purchase, PSNH's avoided cost in the hybrid period must be based on its own generation costs." In making this statement, does Mr. Norman necessarily assume that the output from PSNH's own generating units precisely equals the energy needs of customers taking retail default energy service from PSNH? If not, please explain.

GSHA's Objection: Eversource has not responded to several GSHA data requests (i.e. GSHA 1-3, 1-6, 1-7, 1-8 and 1-9) that would permit GSHA to respond to this question with certainty; however, GSHA assumes that operating conditions will vary such that at any given time, in order to meet its default service load, Eversource may have to rely

upon not only IPP generation, but also its own generation and purchases from ISO-NE.

PSNH Argument: PSNH has responded to GSHA's data requests. As that is the sole basis of objection by GSHA, PSNH is now entitled to a complete response. GSHA should be compelled to respond.

Q-PSNH-13. On page 10, lines 14-15, Mr. Norman testifies, "The DA [day-ahead] energy market lets market participants commit to buy or sell energy one day before the operating day in which the energy is to be used." What are the impacts of a market participant failing to meet any such commitment made in the DA market?

GSHA's Objection: GSHA objects based upon relevance and materiality. The impact of a market participant failing to meet any such commitment in the DA market has no relevance to the proper avoided cost standard under FERC's PURPA regulations at 18 CFR Part 292.

PSNH Argument: FERC regulations require that an avoided cost rate "Be just and reasonable to the electric consumer of the electric utility..." 18 CFR 292.304(a)(1)(i). Mr. Norman specifically testifies about ISO-NE's day-ahead market and proposes that the 2015 Settlement's avoided cost standard be revised to "be equal to the Day Ahead ISO-NE New Hampshire Locational Marginal Price." Questions relating to the impact on customers of failures to meet day-ahead commitments are squarely within the scope of Mr. Norman's testimony and are also relevant to FERC's "just and reasonable to the electric consumer" avoided cost standard. The response to this question may result in relevant information that could be admitted as evidence in the proceeding. (*See Investigation of Merrimack Station Scrubber Project and Cost Recovery*, DE 11-250, Order No. 25,398 (August 7, 2012)). Therefore this question is relevant and well within the area of expertise espoused by GSHA's witness. GSHA should be compelled to respond.

Q-PSNH-16. Is Mr. Norman aware of any PURPA-jurisdictional utility in New Hampshire that has an avoided cost rate established in the manner that he testifies is required by PURPA? If so, please identify all such utilities.

GSHA's Objection: GSHA objects based upon relevance and materiality. Because Eversource is the only New Hampshire utility owning generating assets, an examination of other New Hampshire PURPA jurisdictional utilities' avoided cost rates is irrelevant to

this docket.

PSNH Argument: Mr. Norman's testimony discusses the near-term "hybrid" period and a future "generic" period. Mr. Norman testified at page 6, line 16, "I refer to this post-divestiture period as the generic period, because at that time, PSNH and other New Hampshire electric utilities will all be purchasing default service power similarly, so their avoided costs will be calculated in a similar or 'generic' fashion." Mr. Norman's own testimony stating that all New Hampshire electric utilities will be purchasing default service power similarly reveals why "an examination of other New Hampshire PURPA jurisdictional utilities' avoided cost rates is" NOT "irrelevant to this docket." The response to this question may result in relevant information that could be admitted as evidence in the proceeding. (*See Investigation of Merrimack Station Scrubber Project and Cost Recovery*, DE 11-250, Order No. 25,398 (August 7, 2012)). Therefore this question is relevant and well within the area of expertise espoused by GSHA's witness. GSHA should be compelled to respond.

Q-PSNH-17. When a QF sells its output to a utility under PURPA's mandatory buy provisions, does Mr. Norman view that transaction to be a wholesale or retail transaction? Please explain his response.

GSHA's Objection: GSHA objects to this question on the basis of relevance and materiality and because it seeks a legal opinion and not facts within the possession or control of GSHA. Notwithstanding and without waiving this or any other objections, GSHA responds as follows: GSHA believes when a QF sells its output to Eversource under PURP A's mandatory buy provisions, the sale is to Eversource, not to an end user.

PSNH Argument: This is a simple question that deserves a simple response, i.e., are sales from QFs to utilities under PURPA wholesale or retail transactions? GSHA has submitted testimony saying that the proper PURPA avoided cost rate should be set based upon a utility's retail default service RFP price. PSNH refers the Commission to paragraph 3 of GSHA's August 12 Motion to Compel, wherein GSHA stated, "In its order granting GSHA's petition to intervene in this docket, the Commission recognized the GSHA's members primarily sell power *at wholesale* to distribution utilities, including some sales under the 1999 Settlement Agreement. Order No. 25,733 (Nov. 16, 2014), p. 6." (Emphasis added). *See also* Petition to Intervene of GSHA, September 29, 2014, at paragraphs 5 and 7. ("Most GSHA member projects sell power *at wholesale* to one or another of New Hampshire's electric distribution companies under rate orders, via negotiated power purchase agreements, or in PSNH's case, in accordance with the 1999 restructuring settlement agreement with PSNH in docket DE 99-099; GSHA members

operate in a competitive marketplace in which they must net meter, undertake contracts with distribution utilities, or sell power into the market to deliver their produced electricity to consumers. This circumstance puts them in the same position (*offering to sell power at wholesale*) as PSNH's hydroelectric power projects if those projects are divested.") (Emphases added.) Mr. Norman's response to this question should not be burdensome for GSHA to provide.

The response to this question may result in relevant information that could be admitted as evidence in the proceeding. (*See Investigation of Merrimack Station Scrubber Project and Cost Recovery*, DE 11-250, Order No. 25,398 (August 7, 2012)). Therefore this question is relevant and well within the area of expertise espoused by GSHA's witness. GSHA should be compelled to respond.

Q-PSNH-18. Do any of the GSHA's QFs provide any ancillary services? If yes, please identify each resource, which services they provide, and how much did they provide in each year from 2012 through 2014.

GSHA's Objection: GSHA objects based upon relevance and materiality. Whether a QF provides any ancillary service has absolutely no bearing on the determination of the correct avoided cost definition in this docket. GSHA also objects because it does not require, maintain or collect the specific member information requested in this data request.

PSNH Argument: Regarding his so-called "generic" period, Mr. Norman testifies (page 14, line 10) that "Once the competitive procurement process is fully implemented and the Commission has approved PSNH default rates, it will be those rates, not the ISO-NE market price existing at that time, that will form the basis for PSNH's avoided costs." Default service rates provide load-following service that includes all necessary ancillary services. Mr. Norman testifies that the appropriate QF rate should be based upon the retail default energy service rate, which includes the cost of providing load-following service with all necessary ancillary services. If GSHA's members do not provide the complete retail service encompassed by PSNH's energy service rate, it is a relevant factor to decide whether they are entitled to that rate as the appropriate "avoided cost" under PURPA. Hence, the question is indeed relevant and material to this proceeding.

In addition, in *Electric Utility Customers*, Order No. 25,439 (December 7, 2012), the Retail Energy Supply Association (RESA) objected to certain discovery questions "on the basis that the information requested was not in the possession of RESA but its individual members..." (Slip op. at 3). Finding that the information sought was relevant

to the proceeding, that it may lead to the discovery of admissible evidence, and that it related to RESA's testimony, and based upon RESA's motion to intervene wherein RESA alleged the experience of its members and that its intervention would not impair the orderly conduct of the proceeding, the Commission compelled RESA to respond to data requests with information in the possession of its members. Like RESA, in this proceeding GSHA has told the Commission that "GSHA has knowledge and experience that are likely to be of value to the Commission and other parties in this proceeding" and "GSHA's intervention will not impair the orderly conduct of this proceeding and, in fact, will help to conserve resources by avoiding the need for its individual members to participate in order to protect their own interests." (GSHA Petition to Intervene, September 29, 201, paras. 9 and 10.) Based upon the Commission's decision in *Electric Utility Customers*, GSHA's objection that it does not require, maintain or collect the specific member information requested in this data request should be rejected.

The response to this question may result in relevant information that could be admitted as evidence in the proceeding. (*See Investigation of Merrimack Station Scrubber Project and Cost Recovery*, DE 11-250, Order No. 25,398 (August 7, 2012)). Therefore this question is relevant and well within the area of expertise espoused by GSHA's witness. GSHA should be compelled to respond.

Q-PSNH-19. Does Mr. Norman agree that default energy obtained by the other utilities in New Hampshire pursuant to competitive solicitations is a fully-bundled service that includes all of the power supply and ancillary services that are or may be necessary to serve electrical load under the ISO-NE Tariff, including Energy, Installed Capability, Operable Capability, Operating Reserves, Automatic Generation Control, electrical losses, congestion charges, charges of the ISO associated with NEPOOL membership and with serving the Contract Load Quantity, and any future additions, deletions or changes to the seven NEPOOL products (Energy, Installed Capability, Operable Capability, 30-minute Non-Spinning Operating Reserves, and Automatic Generation Control) that are required for entities serving electrical load in NEPOOL, and such transmission and distribution delivery services as may be required for the Seller to deliver power to the Delivery Point(s)? If Mr. Norman does not agree, please explain in detail the bases for any such disagreement and provide an explanation of what Mr. Norman believes utilities are buying under such competitive solicitations.

GSHA's Objection: GSHA objects based upon relevance and materiality. Information concerning default service procured by other New Hampshire utilities is irrelevant to the

avoided cost issue in the instant proceeding. GSHA also objects on the basis that this question calls for a request for admission, not data.

PSNH Argument: Mr. Norman's testimony discusses the near-term "hybrid" period and a future "generic" period. Mr. Norman testified at page 6, line 16, "I refer to this post-divestiture period as the generic period, because at that time, PSNH and other New Hampshire electric utilities will all be purchasing default service power similarly, so their avoided costs will be calculated in a similar or 'generic' fashion." Mr. Norman's own testimony stating that all New Hampshire electric utilities will be purchasing default service power similarly reveals why "an examination of other New Hampshire PURPA jurisdictional utilities' avoided cost rates is" NOT "irrelevant to this docket."

The response to this question may result in relevant information that could be admitted as evidence in the proceeding. (*See Investigation of Merrimack Station Scrubber Project and Cost Recovery*, DE 11-250, Order No. 25,398 (August 7, 2012)). Therefore this question is relevant and well within the area of expertise espoused by GSHA's witness. GSHA should be compelled to respond.

Q-PSNH-21. On page 17, lines 16-18, Mr. Norman Testifies, "With respect to the generic period, GSHA suggests that PSNH's avoided cost rates be based upon the Commission approved default service rates resulting from PSNH's competitive procurement process, as thereafter adjusted by subsequent Commission determination."

a. Is Mr. Norman aware of any PURPA-jurisdictional utility in New Hampshire that has an avoided cost rate based upon its Commission approved default service rate resulting from a competitive procurement process? If so, please identify all such utilities.

b. Is Mr. Norman aware of any jurisdiction that has set its avoided cost rate under PURP A using the methodology suggested by GSHA? If so, please identify all such jurisdictions, the laws, regulations or regulatory commission orders setting such pricing where such pricing exists and the utilities to which such pricing applies.

c. Mr. Norman testifies at page 1, lines 15-17 that his, "duties include representing GSHA's interests before the New Hampshire legislature and regulatory bodies and the Federal Energy Regulatory Commission ("FERC")," and at page 2, lines 18-19 that, "As the result of my business experience with small hydroelectric power projects, I am familiar with some of the federal and state laws and rules that apply to that sector of the electric industry." Based upon Mr. Norman's expertise, is he aware of any FERC or state regulatory decision supporting the avoided cost

methodology he suggests for the "generic period"? If so, please identify all such decisions.

GSHA's Objection: GSHA objects to this question based on relevance and materiality. Information concerning default service procured by other New Hampshire utilities and avoided cost rates set by other Commissions or regulatory authorities is irrelevant to the avoided cost issue in the instant proceeding.

PSNH Argument: Mr. Norman's testimony discusses the near-term "hybrid" period and a future "generic" period. Mr. Norman testified at page 6, line 16, "I refer to this post-divestiture period as the generic period, because at that time, PSNH and other New Hampshire electric utilities will all be purchasing default service power similarly, so their avoided costs will be calculated in a similar or 'generic' fashion." Mr. Norman's own testimony stating that all New Hampshire electric utilities will be purchasing default service power similarly reveals why "an examination of other New Hampshire PURPA jurisdictional utilities' avoided cost rates is" NOT "irrelevant to this docket."

In addition, if Mr. Norman (who testified that he has experience with small hydroelectric power projects and familiarity regarding federal and state rules) is aware of any FERC or other state regulatory agency decisions supporting the avoided cost methodology set forth in his testimony, such information would be extremely relevant, material and helpful. And, if Mr. Norman is not aware of any such decisions, the answer to this question is as simple as "No."

The response to this question may result in relevant information that could be admitted as evidence in the proceeding. (*See Investigation of Merrimack Station Scrubber Project and Cost Recovery*, DE 11-250, Order No. 25,398 (August 7, 2012)). Therefore this question is relevant and well within the area of expertise espoused by GSHA's witness. GSHA should be compelled to respond.

Q-PSNH-22. On page 15, lines 2-4, Mr. Norman testifies, "Regarding the generic period, there is no assurance such a generic, adjudicative avoided cost docket would, in fact, be opened nor any assurance of the time by which an order establishing PSNH's avoided costs would be issued in that proposed docket."

a. Does Mr. Norman agree that all other PURPA-jurisdictional utilities in New Hampshire are already in such a "generic period"? If not, please explain. Page 11 of 13

b. Does PURPA allow GSHA's members to "put" their output to the other PURPA-jurisdictional utilities in New Hampshire?

c. Has GSHA made any attempts to require that the other PURPA-jurisdictional utilities in New Hampshire purchase power from QFs put to them under PURPA at such utility's retail default service rate? If so, please provide details of all such attempts. If not, why not?

d. [NOT INCLUDED IN THIS MOTION TO COMPEL]

e. Based upon the energy service price rates of Unitil, Liberty Utilities, and NHEC during 2013 and 2014, if GSHA's view of the proper avoided cost post-divestiture were applied to those utilities, please provide an estimate of the additional annual revenues that GSHA members could have received during each of those two years. (If an actual value cannot be provided, a percentage increase over the real-time market price would be acceptable.)

f. If GSHA feels its members are entitled to the amount(s) stated in response to subquestion e, above, why has GSHA failed to take action to change those companies' avoided cost rates under PURP A?

GSHA's Objection: GSHA objects to all of these questions based on relevance and materiality. GSHA objects to data request 22a because it is a request for admission, not a data request. GSHA objects to data request 22b because it calls for a legal conclusion. GSHA objects to data request 22c because GSHA's interactions with other New Hampshire utilities is irrelevant to the issue of PSNH's avoided costs for purposes of PURPA purchases. GSHA objects to data requests 22d and 22f because they are argumentative. GSHA objects to data request 22e because GSHA does not maintain, require or collect the requested information.

PSNH Argument:

22a: Mr. Norman defines the term "generic period" in his testimony. Asking him whether "all other PURPA-jurisdictional utilities in New Hampshire are already in such a 'generic period'" is directly related to his testimony, and can be responded to as simply as "Yes" (or "No" – with an appropriate explanation.)

22b, 22c, 22e, 22f: Mr. Norman testifies that the proper avoided cost standard in the "generic" post-divestiture period is based upon the approved retail default energy service rate. Unitil, Liberty Utilities, and NHEC have been in this "generic" period for well over a decade. Per Mr. Norman's testimony, QFs have been entitled to an avoided cost rate based upon those utilities' retail default service prices for that entire time period. QFs ability to "put" their output to other PURPA-jurisdictional utilities, the revenues GSHA's members would have received had they done so and obtained the avoided cost rate Mr. Norman testifies they are entitled to, and GSHA's actions, or failure to take any action, to assert their rights to such a rate, all go to the credibility of Mr. Norman's testimony. If GSHA truly believes that its members are entitled to a significantly higher avoided cost

rate from utilities that are in the post-divestiture period amounting to potentially tens of millions of dollars in avoided cost payments, it is unbelievable that they have not asserted such a right in the past, nor are they asserting such a right against these restructured utilities today. The estimate asked for in 22e would demonstrate the enormity of the amount in contest that GSHA testifies they are entitled to, but have taken little, if any, action to enforce.

The response to this question may result in relevant information that could be admitted as evidence in the proceeding. (*See Investigation of Merrimack Station Scrubber Project and Cost Recovery*, DE 11-250, Order No. 25,398 (August 7, 2012)). Therefore this question is relevant and well within the area of expertise espoused by GSHA's witness. GSHA should be compelled to respond.

WHEREFORE, PSNH respectfully requests that the Commission order GSHA to provide the information sought by the questions identified herein.

Respectfully submitted this 3rd day of November, 2015.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

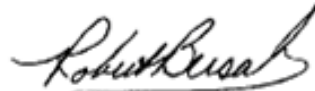
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Certificate of Service

I hereby certify that a copy of this Motion has been served electronically on the persons on the Commission's service list in this docket in accordance with Puc 203.11 this 3rd day of November, 2015.

A handwritten signature in black ink, appearing to read "Robert Bersak", written over a horizontal line.

Robert A. Bersak