

## City of Berlin, New Hampshire

### HB315 Hydro Net Metering

12/15/2021

- Freedom Energy has exclusive access to approximately 40 million kwh of hydro electric generation in Eversource New Hampshire Territory owned by Hull Street Energy.
- Under recently passed HB315, these hydro dams have become eligible to receive the standard offer payment for their electricity by partnering with local cities, towns and counties.
- Under the partnership, participating off-takers like Berlin agree to virtually pledge their electricity usage to offset the production associated with the hydro dams.
- To incentivize this participation, Hull Street and Freedom Energy are offering an incentive payment to their offtake group of \$0.005 for every kilowatt hour utilized to offset hydro generation.
- Under this arrangement, Berlin would pledge approximately 1.37 million kwh into the program and earn approximately **\$6,800** annually.
- There is no cost to participate and no change in behavior required.
- Freedom Energy and Hull Street are requesting a five (5) year commitment from our off-take group.
- This agreement has no impact to your competitive electricity supply agreement, and that will continue without disruption for the agreed upon term.
- If termination takes place prior to year 5, the termination fee is one (1) year of estimated usage multiplied by \$0.005 (approximately \$6,500).
- Freedom Energy is the group administrator and will issue payments quarterly to our group members.
- Freedom Energy requests that Berlin provide corresponding invoices each quarter for the previous 3 months so that we can report the usage to Eversource and match it to the hydro generation. This also allows us to issue payments accurately.
- This program allows Berlin to support local renewable hydro electricity. Without participating group members, these hydro facilities earn a significantly lower amount for their electricity.
- The payment of \$0.005/kwh to Berlin is guaranteed no matter the price of the Eversource standard offer rate.
- This opportunity provides a revenue boost to offset utility costs. Given the attractive nature of this offer, we are seeing the group fill very quickly.
- We currently are targeting January 1, 2022 to kick off the program.





**Freedom Logistics, LLC**

**Group Member Agreement**

This agreement is between Freedom Logistics, LLC, the Group Net Metering Administrator ("Admin"), and the City of Berlin, New Hampshire ("Group Member"), for the purposes of establishing and maintaining Group Net Metering between Host(s), Group Member(s) and Admin under NH RSA 362-A:1-a, II-c and Public Utility Commission Rule PUC 909. Host shall be defined as an eligible renewable generator under NH RSA 362-A:1-a, II-c. The effective date of this Agreement shall be 1/1/22.<sup>1</sup>

NOW, THEREFORE, in consideration of the premises and of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Admin and Group Member (together referred to as the "Parties") hereby agree as follows:

**I. Contract Volume**

Group Member uses approximately 1,370,000 kwh per year among the LDC account number(s) listed in Schedule A and represents that 100% of its usage is available for Group Net Metering.

**II. Term of the Agreement**

This Agreement will be for a period of five (5) years. During this period Group Member shall not attempt to Group Net Meter with any other Group, Admin or Host for the LDC account numbers listed in Schedule A and shall make all of their associated usage available to the Group. Group Member acknowledges that rebates are not guaranteed and depend on availability of production, applicable rate class default service offer (as set by the NH PUC) and payment by Host to Admin for disbursement. In the event that Host does not make payment to Admin, Admin is not liable to Group Member for Group Member's share. Unless otherwise agreed, in writing and signed by both parties, Admin may terminate this Agreement for any reason on thirty (30) days' notice. Any amounts owed to Group Member from any period prior to termination shall be paid, provided payment has been received by Admin from Host(s).<sup>2</sup>

**III. Reporting Requirements and Registration**

The Admin will act for the Host and the Group Members and will be responsible for all registration and ongoing reporting requirements necessary to initiate and maintain a Group Net Metering arrangement pursuant to Part PUC 909.

Group Member shall provide Admin with monthly LDC invoices associated with the account

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<sup>1</sup> Admin has been appointed Agent by Host for purposes of satisfying PUC 909 rules with regard to agreements between Hosts and Members.

<sup>2</sup> Members added after the Group is already approved and active shall be effective on the member's first meter read date immediately following the new member's addition, according to the effective date of the Agreement referenced above.



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#'s listed in Schedule A for the purposes of reporting requirements and verifying and remitting rebate amounts.

IV. **Payment to Group Member by Admin**

Group Member is entitled to a rebate amount of \$.005 per kwh, multiplied by the amount of Group Member usage utilized by the Group Net Metering Host(s). Admin shall pay Group Member within forty five (45) days of receipt of payment from Host(s). Hosts typically, but not always, issue rebate payments to the Admin quarterly. Admin shall only pay Group Member their rebate amount of .005 per kwh for their share of usage used by Host(s).<sup>3</sup>

V. **Movement Between Groups**

Due to the uncertainty surrounding production provided by Group Net Metering Hosts as a result of weather, maintenance, change of law, litigation, regulatory burdens, etc... Group Member authorizes Admin to move their account in between Group Net Metering groups at Admin's discretion.

VI. **No Guarantee**

Group Member acknowledges and understands that neither Admin or associated Hosts guarantee Host production/generation or the availability of rebates. Numerous factors beyond the control of the Admin may disrupt, terminate or suspend the availability of this program or the consideration contemplated.

VII. **Termination**

Any Group Member wishing to terminate this Agreement, shall provide notice of termination at least sixty (60) days prior to the natural expiration of this Agreement. In the event, that Group Member terminates this Agreement prior to its natural expiration, Group Member shall be responsible for an early termination fee calculated by multiplying \$.005 by Group Member's annual usage. Group Member shall not be responsible for an early termination fee if their termination is the result of bankruptcy, ceasing of operations or moving their operations outside of the utility territory in which the Group Net Metering Agreement operates.

The Departure of a Group Member shall be effective on the Group Member's last meter read date immediately preceding the Group Member's date of departure. Departing Members shall receive their allocated share of any payments due from Host or Group Administrator (provided Host has already remitted to Admin), through the effective date of their departure, unless the early termination provision applies.

VIII. **Disputes and Governing Law**

The Parties shall attempt in good faith to resolve all disputes arising under this agreement. In the event the parties are unable to resolve a dispute, controversy or claim arising under this agreement, then either party may give written notice to the other party of its intention to mediate. Any dispute arising under this agreement may be settled by mediation in the State of New Hampshire in accord with such procedures as may be acceptable to the

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<sup>3</sup> Death of a Host or Member: In event of Host or Member's death the meters associated with that deceased Host or Member shall continue to be a part of the Group until removed according to the terms of this or separate agreement, or by order of court with appropriate jurisdiction. The legal representatives of deceased shall remain bound by the term of the agreement, unless this or other agreement provides otherwise.

Freedom Logistics, LLC

5 Dartmouth Dr. Suite 301

Auburn, NH 03032

[www.FELPOWER.com](http://www.FELPOWER.com)





parties.

(a) This Agreement and the rights and duties of Parties hereunder shall be governed by and construed, enforced and performed in accordance with the law of the state of New Hampshire.

(b) if the dispute has not been resolved through mediation within thirty (30) days after written notice beginning the mediation process (or a longer period, if the parties agree to extend the mediation), the mediation shall terminate and the parties shall be free to litigate the matter.

(c) in the event of litigation arising under this agreement, the prevailing party shall be entitled to collect all reasonable costs and fees associated with the litigation, including attorney's fees.

IX. **Assignment**

Neither party may assign this Agreement or its rights hereunder without the approval of the other Party, such approval shall not be unreasonably withheld. Freedom Logistics, LLC may assign this Agreement without Group Member's approval in connection with any financing arrangements or sale.

X. **Accurate Information**

Admin, acting as Agent for Host, and Member(s) attest that all information they have provided in this Group Net Metering Agreement is true to the best of their knowledge and belief.

XI. **Notices**

Notices shall be provided to Admin at the following address  
Freedom Logistics, LLC  
Attn: Group Net Metering Division  
5 Dartmouth Dr  
Suite 301  
Auburn, NH 03032

Group Member Address for Notification

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**SIGNATURES**

Freedom Logistics, LLC (Admin)

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

City of Berlin, New Hampshire (Group Member)

Signed: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



## SCHEDULE A

1	Account #	8000825-03-0-2
	Meter #	G85850571
	Service Address	16 Watson St, Berlin NH
2	Account #	8000825-01-4-6
	Meter #	G50439531
	Service Address	10 Shelby St, Berlin NH
3	Account #	8001104-01-1-2
	Meter #	
	Service Address	168 Main St, Berlin NH
4	Account #	
	Meter #	
	Service Address	
5	Account #	
	Meter #	
	Service Address	
6	Account #	
	Meter #	
	Service Address	
7	Account #	
	Meter #	
	Service Address	
8	Account #	
	Meter #	
	Service Address	
9	Account #	
	Meter #	
	Service Address	
10	Account #	
	Meter #	
	Service Address	

Expected TOTAL Annual Use: **1,370,000 kwh**

Freedom Logistics, LLC  
5 Dartmouth Dr. Suite 301  
Auburn, NH 03032  
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## Municipal Energy Users: Partner with Local Renewable Energy Generators and Earn Revenue

- Available Exclusively to New Hampshire Cities, Towns & School Districts
- Sign Up and Earn \$0.005/kwh enrolled
- No Behavioral Change Necessary - Sign Up and Earn Revenue
- No Impact to Competitive Supply Agreement
- Participation Directly Supports Local Renewable Energy Generators
- Five Year Commitment with Flexible Customer Terms
- Average Earnings of \$25,000 Over 5 Years<sup>1</sup>

### General Overview:

Through HB315, a recently enacted legislative bill aimed at increasing renewable energy generation in New Hampshire, cities, towns, and schools can take advantage of the output of local renewable energy generators.

Freedom Energy has partnered with local hydroelectric facilities who need group members capable of offsetting their electricity production. Participating municipalities are not buying the power directly from the generator but are simply acting as a proxy off-taker for the utility to match production with usage. Signing up requires no change in behavior, simply continue to use electricity as you already do and receive a check each quarter.

Municipal participation allows these generators to receive the standard offer payment for their production, creating a significant revenue boost. Given these increased revenues and the need for offtake participation, generators offer a guaranteed payment to your city, town, or school of \$0.005/kwh for every kilowatt hour submitted into the program.

As group administrator, Freedom Energy maintains all necessary compliance and payment issuing. Please reach out to Jack Martell, [jack.martell@felpower.com](mailto:jack.martell@felpower.com), to learn more about the enrollment process.



<sup>1</sup> Average earnings based on 1,000,000kwh annual participant usage.