STATE OF CONNECTICUT
PUBLIC UTILITIES REGULATORY AUTHORITY

APPLICATION OF THE CONNECTICUT LIGHT AND POWER COMPANY D/B/A EVERSOURCE ENERGY TO AMEND ITS RATE SCHEDULES	:	DOCKET NO. 26-05-10
	:	OCTOBER 19, 2026

SECOND SUPPLEMENTAL SUBMISSION OF ALLCO FINANCE LIMITED IN SUPPORT OF MOTION NO. 40 (MOTION TO COMPEL PRODUCTION OF THE TWO WITHHELD INTERNAL AUDIT REPORTS): THE COMPANY'S OWN ACCOUNT OF THE LOAD SETTLEMENT FAILURE IN FERC DOCKET NO. EL26-5-000

I. PURPOSE OF THIS SUBMISSION

Allco Finance Limited ("Allco") submits this second supplement to Motion No. 40 to place before the Authority the public filings of Eversource Energy and NSTAR Electric Company in *BP Energy Retail Company LLC v. ISO New England Inc., Eversource Energy and NSTAR Electric Company*, FERC Docket No. EL26-5-000 — the proceeding the Company identified in its response to ALLCO-068 as the only litigation concerning the subject of the Privileged Load Settlement Report. Those filings, which Eversource Energy made over the signature of its counsel, describe the cause of the load settlement errors, the corrective work the Company performed, the controls it adopted, and the notices it gave to regulators and market participants. They are relevant here for a simple reason: the Company has told a federal agency, in detail and for its own advantage, the very facts it tells this Authority are privileged. The filings are attached as Exhibits A through D.

II. WHAT THE EL26-5 FILINGS ESTABLISH

1. The Company itself has published the facts. In its December 12, 2025 Request for Remedial Relief, Answer, and Motion to Dismiss, Eversource Energy stated that in 2024 NSTAR "implemented a new retail billing software system (Omni)," that "[u]nbeknownst to NSTAR, system and conversion-related defects led to inaccuracies in the load settlement data sent to ISO-NE such that some suppliers' load was overstated while others' load was understated," that NSTAR "addressed those initially-identified defects" by mid-October 2024, identified "further defects" in November 2024, and "completed those efforts in March and April 2025," and that two "additional later-identified system defects" — one that "caused customer load to be assigned to the same accounts multiple times" and one that "caused a doubling of

customer loads for certain commercial, industrial, and residential customers" — were corrected only after the July–September 2024 resettlements. Eversource Answer at 2, 6–7. It stated that "[s]ince discovering the load settlement errors described above, NSTAR has worked with its vendors and IT department to correct the system defects and has implemented enhanced monitoring, validation, and review procedures for load settlement data," *id*. at 8, 12, and that NSTAR "has notified Massachusetts retail suppliers" and "the Massachusetts Department of Public Utilities of these concerns," *id*. at 3 n.7. Its March 6, 2026 answer adds that NSTAR "developed and executed a detailed workplan" between October and December 2025, including "establishing a dedicated processing environment, rerunning settlement data … and conducting extensive integrity checks," completed on December 24, 2025. Eversource Answer (Mar. 6, 2026) at 4. BPERC's complaint, citing ISO-NE's own report, states that Eversource and NSTAR accounted for 92 of the 117 meter data errors reported in 2024, against four to fifteen per year from 2019 to 2022. Complaint at 5 ¶¶ 2–3 & Ex. 29.

The attorney-client privilege protects communications, not facts, and a party that has itself disclosed the facts to a federal agency, to a state commission, and to its commercial counterparties cannot claim that an internal audit examining those same facts is confidential in any sense the privilege recognizes. The Company's Objection rests on the premise that the Load Settlement Report conveys confidential information gathered for the purpose of legal advice. Its own filings show that the information — root cause, chronology, remediation, and controls — has been gathered, organized and published by the Company for a business and regulatory purpose: obtaining a tariff waiver and a market-wide resettlement from FERC.

2. The chronology confirms an operational review, not a litigation document. The Company told the Authority that the Legal Department requested the load settlement audit on April 25, 2025 and that the engagement memorandum issued on May 19, 2025 (ALLCO-065). The Company told FERC that NSTAR "completed" its corrective efforts "in March and April 2025." The audit was commissioned, in other words, in the weeks after the remediation was declared complete — the ordinary moment for an internal audit to test whether a fix worked and whether controls are adequate. No litigation existed; BPERC did not file until October 14, 2025, and it filed, in its own words, only "to preclude any claim of waiver of any of its rights" while the parties continued to cooperate. Complaint at 3. The Company is not adverse to BPERC on the facts: it "supports BPERC's request … for a waiver," Eversource Answer at 3, 8, and asks

FERC to order a resettlement binding on all market participants. A report commissioned to review a completed remediation, in a matter in which the Company concedes the facts and seeks the same relief as the complainant, is not a document prepared "with a view to pending or anticipated litigation."

3. The Company has put the subject of the report at issue to obtain relief. Eversource asked FERC to waive the Market Rule 1 time limits on the express representation that "the system errors were inadvertent and made in good faith," that NSTAR "has worked diligently with its vendors, its IT team, ISO-NE, and Market Participants," and that it "has also implemented enhanced monitoring, validation, and review procedures for load settlement data to prevent recurrence of these issues." Eversource Answer at 12. Those are conclusions about cause, diligence and controls — the subject matter of an internal audit of the load settlement process — offered affirmatively to a tribunal to obtain a benefit. The draft Load Settlement Report was issued on December 8, 2025 (ALLCO-066); the FERC answer making those representations was filed four days later. The Company cannot vouch to FERC for the quality of its remediation and controls while telling this Authority that the one document in which its own auditors assessed that remediation and those controls is privileged. That is the sword-and-shield use that Connecticut's at-issue doctrine addresses: a party that relies on the substance of privileged material "should be prevented from using the privileged information as a sword and a shield." *Metropolitan Life Ins. Co. v. Aetna Casualty & Surety Co*., 249 Conn. 36, 53 (1999) (internal quotations and citations omitted)). At a minimum, the Company should be precluded in this docket from relying on any contention that its load settlement controls are adequate, that the errors were isolated to Massachusetts, or that the costs of the failure were prudently incurred, as the Reply (§ VIII) and the Supplemental Reply (Part IV) requested.

4. The FERC account contradicts the Company's account here. The Company told the Authority in ALLCO-073 that "[n]one of these process improvements were in connection with, or as a result of, either of the Withheld Reports." It told FERC that NSTAR "has implemented enhanced monitoring, validation, and review procedures for load settlement data." One of two things is true. Either the audit of the load settlement process produced no findings or recommendations bearing on monitoring, validation, or review of load settlement data — in which case the report contains no legal advice worth the name and the Objection's description of it as "the foundation for legal advice in connection with modifications and improvements"

(Objection at 5–6) is untrue — or the enhanced procedures the Company described to FERC did follow from the audit, and the ALLCO-073 answer is incomplete. The Authority need not decide which; *in camera* review will.

5. The disclosure to the external auditors has a non-legal explanation that the Company has now supplied. The final report went on January 7, 2026 to "two individuals from the Company's external auditing firm" (ALLCO-066). The EL26-5 filings explain why: by then the Company faced a complaint seeking nearly $10 million, had asked FERC for a market-wide resettlement of three months of invoices, had recalculated supplier loads for the Massachusetts Department of Energy Resources, and had notified the Department of Public Utilities. A report on the cause and remediation of that failure is exactly what a financial-statement auditor requires to assess contingencies, controls over financial reporting, and disclosure. That is a business purpose, served by disclosure to an outside firm that owes its duties to the investing public, and it is a waiver for the reasons stated in the Supplemental Reply (Part II.4).

6. "Solely in Massachusetts." The Company answered ALLCO-068 that the only litigation "concerns load 'solely in Massachusetts.'" The respondent in EL26-5 is Eversource Energy, the parent whose service-company costs — including the load settlement function and the vendors and IT department that corrected it — are allocated to the Company and proposed for recovery in this docket. The Company has never stated that the Load Settlement Report is confined to NSTAR's metering domains, and the audit it describes is of the "ISO-NE load settlement process," which Eversource Energy Service Company performs for all three electric companies. Whether the defects in the Omni and Retail Operations systems reached Connecticut, and what the audit found about controls the Company uses here, are questions on which the report is the best evidence and the Company's answer is a single adverb.

III. RELIEF REQUESTED

Allco renews the relief requested in Motion No. 40, the Reply and the Supplemental Reply, and further requests that the Authority: (1) order the Company to produce the Load Settlement Report, the April 25, 2025 request and the May 19, 2025 engagement memorandum, or, at a minimum, submit them for in camera review together with a statement of the metering domains and systems the audit examined; (2) direct the Company to state whether the facts, chronology, and characterizations in its December 12, 2025 and March 6, 2026 FERC filings were drawn from or informed by the Load Settlement Report or the work of the auditors who

prepared it; (3) direct the Company to reconcile its response to ALLCO-073 with its representation to FERC that it "has implemented enhanced monitoring, validation, and review procedures for load settlement data," identifying each such procedure, its date, and its source; and (4) in the alternative, preclude the Company from relying in this docket on any contention concerning the adequacy of its load settlement controls, the geographic scope of the load settlement errors, or the prudence of the costs of correcting them.

ALLCO FINANCE LIMITED

/s/ Thomas Melone
Thomas Melone
Juris No. 438879
Allco Finance Limited
777 West Putnam Avenue, Suite 300
Greenwich, CT 06830
Phone: (212) 681-1120
Email: Thomas.Melone@AllcoUS.com

CERTIFICATION

This is to certify that on this day, the foregoing document was filed with the Public Utilities Regulatory Authority, and copies were served upon each person designated on the Authority's official service list in this proceeding in accordance with R.C.S.A. § 16-1-15.

/s/ Thomas Melone
Thomas Melone

EXHIBIT A

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

BP Energy Retail Company LLC *Complainants*	)	
v.	)	
ISO New England Inc., Eversource Energy, and NSTAR Electric Company *Respondents*	)	Docket No. EL26-5-000

REQUEST FOR REMEDIAL RELIEF, ANSWER, AND MOTION TO DISMISS OF EVERSOURCE ENERGY AND NSTAR ELECTRIC COMPANY

Pursuant to Rules 206(f), 212, and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission ("FERC" or the "Commission"),[1] Section 309 of the Federal Power Act ("FPA"),[2] and the November 12, 2025 Notice Granting Extension of Time in this proceeding, Eversource Energy ("Eversource"), on its own behalf and on behalf of NSTAR Electric Company ("NSTAR"), submits this request for remedial relief, answer, and motion to dismiss (the "Answer") to the Complaint filed by BP Energy Retail Company LLC ("BPERC") in the above-captioned proceeding.[3]

The ISO New England Inc. ("ISO-NE") Transmission, Markets, and Services Tariff ("ISO-NE Tariff") allows competitive energy suppliers to supply energy to retail load in

[1] 18 C.F.R. §§ 385.206, 385.212, 385.213 (2025).

[2] 16 U.S.C. § 825h (2025).

[3] *BP Energy Retail Co.*, Complaint Seeking Relief from Phantom Load Allocations, Docket No. EL26-5 (filed Oct. 14, 2025) ("Complaint"). On October 17, 2025, BPERC filed a motion for leave to supplement and amend the Complaint.

New England. The Tariff requires NSTAR, the incumbent transmission and distribution owner, to provide meter services and report load data to ISO-NE, including for all competitive energy suppliers in NSTAR's Eastern Massachusetts service territory. ISO-NE uses this meter data to invoice the competitive energy suppliers. Section III of the ISO-NE Tariff, which is known as Market Rule 1, allows for a Meter Data Error Request for Billing Adjustment ("RBA") process to challenge and, if appropriate, adjust meter data.[4] After the time for an RBA has passed, the Tariff provides no further recourse.[5]

In 2024, NSTAR implemented a new retail billing software system (Omni) for its local distribution company billing operations. This retail billing system communicates customer data, including usage values, to the load settlement software system used by NSTAR.[6] Unbeknownst to NSTAR, system and conversion-related defects led to inaccuracies in the load settlement data sent to ISO-NE such that some suppliers' load was overstated while others' load was understated. This error flowed through to ISO-NE's invoicing.

In the Complaint, BPERC seeks relief from the invoices issued by ISO-NE based on meter data reported to ISO-NE by NSTAR through the RBA process for July, August, and September 2024. While other competitive suppliers have not brought a complaint, load settlement is a zero-sum process in which errors affecting one supplier affect other

[4] ISO-NE Tariff, Market Rule 1, Section III.3.8 ("Market Rule 1").

[5] *See id.* Unless otherwise defined herein, capitalized terms have the definition found in Section I of the ISO-NE Tariff.

[6] NSTAR uses Retail Operations, a software system developed by Hitachi, as its load settlement software system.

suppliers.[7] Notably, BPERC's Complaint states that it "would not object to a market-wide remedy consistent with the ISO-NE tariff and FERC policy."[8]

NSTAR is eager to resolve concerns about the ISO-NE issued invoices for July, August, and September 2024. However, without the Commission's intervention, ISO-NE is precluded from resettling the invoices for those months because the time has passed for the Meter Data Error RBA.

Accordingly, NSTAR supports BPERC's request in the Complaint for a waiver to the extent it requests Commission relief from the time limitations in Market Rule 1. To implement this waiver, NSTAR requests that the Commission direct ISO-NE to complete RBAs for July, August, and September 2024 based on updated data to be provided by NSTAR and in accordance with the procedures otherwise set forth in Market Rule 1, and direct that *all* affected Market Participants be bound to such a resettlement. In the alternative, NSTAR requests that the Commission appoint a settlement judge pursuant to Rule 603,[9] and direct ISO-NE, NSTAR, and *all* affected Market Participants to manually correct the July, August, and September 2024 invoices based on updated data.

The requested relief will not only address BPERC's specific concerns regarding its ISO-NE invoices raised in the Complaint but ensure that all affected suppliers receive

[7] NSTAR has notified Massachusetts retail suppliers that NSTAR's transition to a new billing system and calculations of revised loads submitted to ISO-NE for some suppliers led to load being reported in excess of their actual load, while load for other suppliers was understated. NSTAR has also notified the Massachusetts Department of Public Utilities of these concerns.

[8] Complaint at 5, n.8.

[9] 18 C.F.R. § 385.603.

invoices that are accurate and consistent with the filed rate. As noted above, BPERC does "not object to a market-wide remedy consistent with the ISO-NE tariff and FERC policy."[10]

While the time limits in Market Rule 1 provide certainty and finality to the rates charged under the ISO-NE Tariff, the Commission nonetheless has discretion, within the bounds of the filed rate doctrine, to adjust for invoices deviating from the filed rate when, as here, the Meter Data Errors are discovered after the applicable adjustment deadlines. As further discussed in Section III below, if the Commission nonetheless determines that such market-wide relief is barred by the filed rate doctrine, the Commission should dismiss the Complaint in its entirety because any other relief requested by BPERC in the Complaint would thus likewise be barred.

I. BACKGROUND

A. Eversource Energy and NSTAR Electric Company

Eversource is a public utility holding company under the Public Utility Holding Company Act of 2005[11] that owns and operates over 4,000 miles of transmission facilities in Connecticut, Massachusetts, and New Hampshire, has electric distribution facilities and water delivery systems in each of those states, and serves approximately 4.4 million electric, natural gas, and water customers in New England. NSTAR is a public utility that is a wholly owned subsidiary of Eversource. NSTAR owns and operates Eversource's transmission and distribution facilities in Massachusetts. NSTAR's transmission facilities

[10] Complaint at 8, n.9.

[11] Energy Policy Act of 2005, Pub. L. No. 109-58, § 1262, 119 Stat. 594, 972-73 (2005).

are subject to the operational control of ISO-NE, and transmission services are provided under Section II of the ISO-NE Tariff.

NSTAR serves as the Assigned Meter Reader and Host Participant for certain metering domains in Massachusetts. As the Assigned Meter Reader and Host Participant, NSTAR reconciles loads within its metering domains and then reports to ISO-NE the energy quantities associated with each load asset. ISO-NE uses that data for settlement and, ultimately, to invoice and collect payment from Market Participants. NSTAR does not collect or distribute any payments made by Market Participants.

B. Load Settlement Process Under Market Rule 1

Following the close of each operating month, ISO-NE engages in a data reconciliation process during which Market Participants, Assigned Meter Readers, and Host Participants may submit corrected meter data or other eligible settlement inputs. Market Rule 1 provides that "[t]he Correction Limit for meter data and for [ISO-NE] errors in the processing of meter and other Market Participant data is 101 days from the last Operating Day of the month to which the data applied."[12] After the Correction Limit expires, settlement recalculations are generally prohibited unless the error qualifies as a Meter Data Error eligible for an RBA under Section III.3.7(f) and Section III.3.8 of Market Rule 1.

Under Section III.3.8, a Market Participant must submit notification of a Meter Data Error no later than the Meter Data Error RBA Submission Limit, *i.e.*, "the date thirty 30

[12] Market Rule 1, Section III.3.6.1.

calendar days after the issuance of the Invoice containing the results of the Data Reconciliation Process as described in the ISO New England Manuals and in Section III.3.6 of Market Rule 1."[13] Eligibility for an RBA due to a Meter Data Error also requires: (1) identification and communication of the error to the appropriate party in advance of the Correction Limit where resolution before the deadline was not possible; (2) an error magnitude of at least 1,000 MWh per asset over a calendar month; or (3) for Coincident Peak Contribution values, an average daily error of at least 5 MW for the month.[14]

If a Meter Data Error qualifies for correction, the Host Participant Assigned Meter Reader submits corrected meter data to ISO-NE within specific deadlines set forth in Section III.3.8(d). After ISO-NE receives corrected meter data in compliance with these provisions, it administers the final settlement based on that data. ISO-NE uses the revised data to recalculate all charges and credits and includes the final settlement in the next invoice.

C. Load Settlement Errors

In early June 2024, NSTAR implemented a new customer retail billing platform, known as Omni, for its Eastern Massachusetts customers. In the summer of 2024, system and conversion-related defects led to inaccuracies in the load settlement data sent to ISO-NE. By mid-October 2024, NSTAR addressed those initially-identified defects and sent revised load settlement data to ISO-NE and Market Participants. In November 2024,

[13] ISO-NE Tariff, Section I.2.2 (defining "Meter Data Error RBA Submission Limit") & Market Rule 1, Section III.3.8(a).

[14] *Id.* Section III.3.8(c).

however, NSTAR identified further defects affecting load reporting for June and July 2024, prompting renewed corrective efforts. NSTAR completed those efforts in March and April 2025, prior to the deadlines for Meter Data Error RBAs for June and July 2024.

At issue in this proceeding are two additional later-identified system defects affecting the invoices resulting from the July, August, and September 2024 RBAs. One issue caused customer load to be assigned to the same accounts multiple times. The other issue similarly caused a doubling of customer loads for certain commercial, industrial, and residential customers. The corrections for both issues did not occur until after submittal of the July, August, and September 2024 RBAs.

D. BPERC's Section 206 Complaint

On October 14, 2025, BPERC filed the Complaint with the Commission under FPA Section 206 against ISO-NE, Eversource, and NSTAR. In the Complaint, BPERC seeks relief from the invoices issued by ISO-NE based on load allocated to BPERC by NSTAR for July, August, and September 2024. The Complaint alleges that BPERC was "improperly tagged [] with a total of 144,000 MWh of new load, resulting in additional direct costs to BPERC of about $5,935,6723 for the period July-September 2024."[15] BPERC also alleges that, if the Renewable Portfolio Standard ("RPS")[16] obligations related to BPERC's load are not corrected, it could increase BPERC's financial impact "by an

[15] Complaint at 2 (citation omitted).

[16] The Massachusetts RPS requires retail electricity suppliers to provide a minimum percentage of their retail load from renewable energy sources or meet their obligations by purchasing renewable energy certificates or paying an alternative compliance payment.

estimated additional $3,566,372 for a total impact of $9,502,044."[17] BPERC seeks a remedy for itself, but "would not object to a market-wide remedy consistent with the ISO-NE tariff and FERC policy."[18]

II. REQUEST FOR REMEDIAL RELIEF AND ANSWER

A. The Commission Should Direct ISO-NE to Correct the Load Settlement Errors.

Since discovering the load settlement errors described above, NSTAR has worked with its vendors and IT department to correct the system defects and has implemented enhanced monitoring, validation, and review procedures for load settlement data. NSTAR also has attempted to resolve the load settlement errors.[19] However, under Market Rule 1, even verifiable and undisputed Meter Data Errors cannot be corrected if they fall outside the narrowly prescribed conditions and timelines in Section III.3.8, leaving market invoices to reflect inaccurate settlement quantities and charges that differ from the filed rate.

Accordingly, NSTAR supports BPERC's request in the Complaint for a waiver to the extent it requests Commission relief from the time limitations in Market Rule 1. To implement this waiver, NSTAR requests that the Commission direct ISO-NE to complete RBAs for July, August, and September 2024 based on updated data to be provided by NSTAR and in accordance with the procedures otherwise set forth in Market Rule 1, and

[17] Complaint at 2.

[18] *Id.* at 8 n.9.

[19] In the Complaint, BPERC recognizes that "it has worked with Eversource/NSTAR to attempt to resolve this situation," "BPERC will continue to do so," and NSTAR "ha[s] expressed willingness to resolve the load errors that are the subject of this Complaint and ha[s] agreed on the volumes of over-inflated load allocations." BPERC also noted that it only filed the Complaint "to preclude any claim of waiver of any of its rights." *Id.* at 3.

that *all* affected Market Participants be bound to such a resettlement. In the alternative, NSTAR requests that the Commission appoint a settlement judge pursuant to Rule 603,[20] and direct ISO-NE, NSTAR, and *all* affected Market Participants to manually correct the July, August, and September 2024 invoices based on updated data.

B. The Commission Has Authority Under FPA Section 309 to Grant Relief from the Time Limits in Market Rule 1.

Eversource and NSTAR recognize that the time limits in Market Rule 1 are part of the filed tariff and are important to provide certainty and finality to the rates charged under the ISO-NE Tariff.[21] But the Commission nonetheless has discretion, within the bounds of the filed rate doctrine, to adjust for invoices deviating from the filed rate when, as here, the Meter Data Errors are discovered after the applicable adjustment deadlines. Such correction is essential to ensuring a just and reasonable result and does not contravene any term of the FPA. Indeed, granting the relief sought here would conform to Congress' articulated purposes and policies; the D.C. Circuit has emphasized, "the primary aim [of the FPA] is the protection of consumers from excessive rates and charges."[22]

FPA Section 309 vests in the Commission authority to "perform any and all acts, and to prescribe, issue, make, amend, and rescind such orders, rules, and regulations as it

[20] 18 C.F.R. § 385.603.

[21] The Commission recently re-affirmed the waiver process. *Waiver of Tariff Requirements*, 193 FERC ¶ 61,135 (2025). As further discussed below, if the Commission finds that the relief requested herein is foreclosed by the filed rate doctrine, it also would preclude the relief sought by BPERC in the Complaint, and any similar relief sought by other Market Participants.

[22] *Xcel Energy Servs., Inc. v. FERC*, 815 F.3d 947, 952 (D.C. Cir. 2016) ("*Xcel"*) (citations omitted).

may find necessary or appropriate to carry out the provisions of this chapter."[23] Courts have upheld the Commission's use of this authority in myriad circumstances.[24] For example, in a case concerning the discretion to order refunds and impose retroactive surcharges as a remedy to an unjust and unreasonable cost allocation, the Commission found that "under the factual circumstances" present, the equitable considerations warranted refunds to customers allocated excessive costs under the previous cost allocation methodology, even though those refunds would be implemented through surcharges to customers that paid too little.[25]

The Commission also has allowed the New York Independent System Operator ("NYISO") to revise prior invoices to correct errors that were the result of NYISO failing to compute compensation in accordance with the filed rate schedule's rates, terms, and conditions because of software implementation errors.[26] The Commission held that "rates are not being changed retroactively, nor is NYISO making refunds. To the contrary, NYISO is attempting to ensure that final bills, as far as possible, conform to its filed rate schedules."[27]

[23] 16 U.S.C. § 825h.

[24] *See, e.g.*, *Verso Corp. v. FERC*, 898 F.3d 1, 10 (D.C. Cir. 2018), ("*Verso Corp.*"); *TNA Merchant Projects, Inc. v. FERC*, 857 F.3d 354, 362 (D.C. Cir. 2017); *Towns of Concord v. FERC*, 955 F.2d 67, 73 (D.C. Cir. 1992); *Xcel*, 815 F.3d at 954.

[25] *Michigan Pub. Serv. Comm'n v. Midcontinent Independent System Operator, Inc.*, 156 FERC ¶ 61,205, at P 51 (2016); *aff'd, Verso Corp.*, 898 F.3d 1.

[26] *N.Y. Indep. Sys. Operator, Inc.*, 115 FERC ¶ 61,026, at P 45 (2006).

[27] *Id*.

Similarly, the Commission has allowed the California Independent System Operator ("CAISO") to make price corrections to prevent harm to market participants overcharged due to a software defect.[28] It also has allowed CAISO to correct a billing error that occurred at "the very end of the billing process, causing Shell Energy difficulty in meeting the tariff deadline."[29] The Commission noted that it has granted relief of billing statement tariff provisions because "significant injustice would result absent Commission action."[30] The Commission explicitly recognized that, while "the purpose of dispute deadlines is to promote finality, it is also necessary to balance this goal against the need for invoices to be correct in the first place and completed in accordance with the filed rate."[31]

Like in those cases, Commission approval of this request for remedial relief will ensure that all Market Participants affected by the July, August, and September 2024 RBAs, including BPERC, are charged the filed rate. Moreover, the fact that time limits on RBAs in Market Rule 1 are considered part of the filed rate does not mean that granting relief of those limits is beyond the Commission's authority under FPA Section 309. Doing so does not contravene any part of the FPA and there is nothing that limits the Commission's ability to exercise its authority under Section 309 to grant the requested relief.[32]

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[28] *See Cal. Indep. Sys. Operator Corp.*, 147 FERC ¶ 61,111, at P 14 (2014).

[29] *Shell Energy North America (US), L.P. v. Cal. Indep. Sys. Operator*, 153 FERC ¶ 61,307, at P 31 (2018).

[30] *Id*. (citation omitted).

[31] *Id*.

[32] Eversource and NSTAR recognize that the Commission has previously denied requests for remedial relief to correct billing errors, including in *Southwest Power Pool, Inc.*, 181 FERC ¶ 61,138, (2022). However, in that case, the Commission had previously denied a request for waiver of the same one-year billing adjustment limitation tariff provision at issue in the request for

C. The Commission Should Grant Relief of the Time Limitations in Market Rule 1 in these Circumstances.

The Commission's four-part analysis for waiver requests under Rule 207 and remedial relief under FPA Section 309 supports the instant request. Notably, the Commission recently granted ISO-NE's request for a waiver of the ISO-NE Tariff and certain provisions of the ISO-NE Billing Policy to enable ISO-NE to not assess and to return a performance payment charge to a Market Participant.[33] The Commission found that the circumstances of ISO-NE's waiver request satisfied the Commission's four part test, *i.e.*, "(1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties."[34] Likewise, the four-part test is met here.

First, the system errors were inadvertent and made in good faith. As discussed above, the load settlement errors are the result of inadvertent system and software conversion-related defects that emerged during NSTAR's transition to Omni. NSTAR has worked diligently with its vendors, its IT team, ISO-NE, and Market Participants to remedy any incorrect charges as permitted by the ISO-NE Tariff. NSTAR has also implemented enhanced monitoring, validation, and review procedures for load settlement data to prevent recurrence of these issues.

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remedial relief under Section 309, a decision upheld by the D.C. Circuit. *See Oklahoma Gas & Electric Co. v. FERC*, 11 F.4th 821, 833 (D.C. Cir. 2021). The Commission thus reasonably found that "it is inappropriate to exercise our authority under FPA section 309." 181 FERC ¶ 61,138 at P 22 (citation omitted). No such prior rulings exist here.

[33] *ISO New England Inc.*, 193 FERC ¶ 61,084 (2025).

[34] *Id*. P 16 (citations omitted).

Second, the requested relief is limited in scope. NSTAR requests one-time relief from the time limitations in Section III.3.8 of Market Rule 1 that prevent ISO-NE from completing additional RBAs for July, August, and September 2024 to remedy the load settlement errors currently reflected in the invoices for those months and which cannot be corrected without Commission relief. If the requested relief is granted, ISO-NE may otherwise complete the RBAs consistent with the procedures outlined in Market Rule 1 based on updated data to be provided by NSTAR. The requested relief thus is limited to the tariff provisions necessary to remedy the load settlement errors for July, August, and September 2024.

Third, the requested relief would solve a concrete problem. The requested relief will allow ISO-NE to complete additional RBAs for July, August, and September 2024 based on updated data to be provided by NSTAR to ensure that all Market Participants are charged no more and no less than the filed rate. NSTAR will also continue to work with the Massachusetts Department of Energy Resources ("DOER") to address any residual concerns about RPS obligations.[35]

[35] While BPERC does not explicitly request Commission relief from the RPS compliance payments, Eversource and NSTAR note that any such request would be beyond the Commission's jurisdiction. The Commission is responsible for maintaining well-functioning markets, but states have jurisdiction over generation and set renewable resources targets and renewable portfolio standards. The Commission routinely dismisses complaints that ask for relief outside its jurisdiction. *See, e.g., Ross Bachofer v. Calpine Corp.*, 134 FERC ¶ 61,100, at P 9 (2011) (citation omitted) ("Issues of property valuation, siting or construction of generation, and environmental impacts . . . are not within the Commission's jurisdiction under Part II of the Federal Power Act, and are more appropriately addressed in some other forum."). In any event, NSTAR is currently working with DOER and plans to update the data that provides the basis for RPS compliance.

Fourth, the requested relief would not result in harm to third parties. Granting the requested relief would allow ISO-NE to issue new invoices for July, August, and September 2024 based on correct load settlement data and thus ensure that all Market Participants are charged precisely the filed rate.

III. MOTION TO DISMISS

If the Commission denies Eversource and NSTAR's request for remedial relief in this proceeding, which echoes BPERC's request for a waiver, the Commission should dismiss the Complaint in its entirety under the filed rate doctrine. BPERC failed to state a claim for which relief can be granted and failed to clearly state "the specific relief or remedy requested … and the basis for that relief" as required by Rule 206(b)(7).[36]

A. The Commission May Find that BPERC's Relief Is Barred by the Filed Rate Doctrine.

BPERC's requested relief is vague but appears to ask for the "nullification of ISO-NE invoices."[37] In the alternative, BPERC requests "an order remanding the case to ISO-NE to reopen the record to fix the proper billed amounts to BPERC."[38] The Commission may find that either of these requests would force the Commission to take retroactive action regarding bills that are final under the ISO-NE Tariff and thereby violate the filed rate doctrine.

[36] 18 C.F.R. § 385.206(b)(7).

[37] Complaint at 8.

[38] *Id.* at 3, 18.

The filed rate doctrine "is shorthand for the interconnected statutory requirements that bind regulated entities to charge only the rates filed with FERC and to change their rates only prospectively. When it applies, the filed rate doctrine is 'a nearly impenetrable shield' and does not yield, 'no matter how compelling the equities.'"[39] In *Oklahoma Gas & Electric*, the D.C. Circuit applied that logic to a late billing adjustment, finding "[t]he filed rate requirement is stringent and admits of no equitable adjustments by the Commission or this court."[40] The court also confirmed that "[n]on-rate terms within the tariff may not be changed retroactively, and those include billing limitations."[41] And as the court noted, "FERC has likewise found that billing limitations are part of the filed rate."[42]

Like the court did in *Oklahoma Gas & Electric*, the Commission here may find that the parties are bound by the terms of the filed rate. The filed rate here includes the time limitations on billing adjustments in Market Rule 1, which require that any requests to correct Meter Data Errors are submitted by the Meter Data Error RBA Submission Limit, *i.e.*, 30 calendar days after the issuance of the invoice containing the results of ISO-NE's data reconciliation process. BPERC states that it did not submit its requests until

[39] *Oklahoma Gas & Elec. Co.*, 11 F.4th at 829-30 (quoting *Old Dominion*, 892 F.3d 1223, 1230 (D.C. Cir. 2018)).

[40] *Id.* at 832.

[41] *Id*. at 830 (citations omitted).

[42] *Id*. (first citing *Seminole Elec. Coop., Inc. v. Fla. Power & Light Co.*, 139 FERC ¶ 61,254, at 62,873 (2012) (finding "the 24-month limitation on retroactive billing in [the tariff] is itself the filed rate"); then citing *N.Y. Indep. Sys. Operator, Inc.*, 128 FERC ¶ 61,086, at 61,464 (2009) (finding a tariff provision prohibiting corrections to finalized invoices is part of the filed rate)).

September 12, 2025, which ISO-NE denied on September 15, 2025.[43] As such, the Commission may find that it is barred from granting the relief requested by BPERC.[44]

B. BPERC Is Not Eligible for Relief Under the ISO-NE Billing Policy.

BPERC also tries to avoid the time limits in Market Rule 1 by arguing that the errors at issue here are not "typical 'meter data error[s]'" because "[t]he cause is not the meter itself but the Eversource/NSTAR system that tracks and reports load responsibilities and the impact of that system on the ISO-NE invoicing process."[45] BPERC is mistaken—the ISO-NE Tariff Provisions relevant to this case are those for Meter Data Errors. A Meter Data Error is a "an error in meter data, including an error in Coincident Peak Contribution values, on an Invoice issued by the ISO after the completion of the Data Reconciliation Process."[46] Contrary to BPERC's claims, the ISO-NE Tariff does not differentiate the source of the Meter Data Error, simply that it is an "error in meter data … on an [i]nvoice."[47]

The ISO-NE Billing Policy, which BPERC claims should apply here, permits corrections only for "the determination of a market clearing price or Transmission, Markets

[43] Complaint at 6.

[44] Indeed, the Commission already acknowledged that Market Rule 1 only allows relief within the times specified in the Tariff. *Liberty Power Holdings LLC v. Eversource Energy Co.*, 172 FERC ¶ 61,031, at P 27 (2020) ("*Liberty*") ("The time bar provision in Market Rule 1 constitutes part of the filed rate."). BPERC tries to distinguish the Commission's holding in *Liberty* by arguing generally that BPERC had no notice of the changes in load allocation. Complaint at 2, 9. But BPERC does not claim that ISO-NE did not provide it with the invoices for July, August, and September 2024.

[45] Complaint at 8-9.

[46] ISO-NE Tariff, Section I.2.2 (defining "Meter Data Error").

[47] *Id*.

and Services Tariff rate, or error by the ISO."[48] BPERC does not dispute the market clearing price, nor any rate under the ISO-NE Tariff. BPERC also does not identify any error of ISO-NE. Rather, BPERC is explicitly challenging meter data volumes contained in its invoices. And the ISO-NE Billing Policy makes clear that "a request for a correction of a Meter Data Error *shall not be considered a Requested Billing Adjustment for purposes of the ISO New England Billing Policy, and requests for corrections of Meter Data Errors will be handled exclusively through the procedures set out in Market Rule 1*."[49]

IV. SERVICE, COMMUNICATIONS, AND CORRESPONDENCE

Eversource and NSTAR request that the persons listed below be included on the official service list for this proceeding:

Mary Grover
Thomas Lemon
Eversource Energy Service Company
247 Station Drive, SE100
Westwood, MA 02090-9030
(781) 441-8696
mary.grover@eversource.com
thomas.lemon@eversource.com

Karen Bruni
Daniel Mullen
Joe Bower
Steptoe LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
(202) 429-6228
kbruni@steptoe.com
daniel.mullen@steptoe.com
jbower@steptoe.com

V. ADMISSIONS AND DENIALS

As discussed herein, Eversource and NSTAR do not dispute that there have been issues with the load reporting for Eastern Massachusetts competitive energy suppliers for July, August, and September 2024. As a result, for some suppliers, including BPERC, load

[48] ISO-NE Billing Policy, Section 6.1 (eff. June 1, 2025).

[49] *Id.* (emphasis added).

was reported in excess of their actual load, while load for other suppliers was understated. Eversource and NSTAR deny any suggestion that they have been unresponsive to BPERC's requests for explanation (*see* Compl. ¶ 6 and p. 11) or that they violated ISO-NE Accounting Manual M-28 (*see* Compl. ¶ 16). As also discussed herein, Eversource and NSTAR disagree with the relief requested by BPERC to the extent it does not result in a market-wide correction of the July, August, and September 2024 invoices.

VI. AFFIRMATIVE DEFENSES

As detailed in this Answer, unless the Commission provides remedial relief under FPA Section 309, the Complaint should be dismissed—the filed rate doctrine precludes BPERC's requested relief and the Complaint thus fails to state a claim upon which relief can be granted. Eversource and NSTAR reserve the right to raise any additional defenses that arise during the course of any proceedings instituted by the Commission with respect to the Complaint.

VII. RULE 213(C)(4) STATEMENTS

Eversource and NSTAR are not aware of specific documents that support this Answer other than those cited herein or in the Complaint.

Eversource and NSTAR do not believe that there are issues of material fact that need to be resolved through the hearing process and request that the Commission grant relief based upon the pleadings. Eversource and NSTAR appreciate that completing additional RBAs for July, August, and September 2024 based on updated data may impose a significant burden on ISO-NE. Thus, Eversource and NSTAR do not oppose limited settlement judge procedures so that ISO-NE, NSTAR, and *all* affected Market Participants

may manually correct the July, August, and September 2024 invoices based on updated data.

VIII. CONCLUSION

For these reasons, Eversource and NSTAR respectfully request that the Commission grant the remedial relief requested herein or, in the alternative, dismiss the Complaint entirely.

Respectfully submitted,

/s/ Karen Bruni
Karen Bruni
Daniel Mullen
Joe Bower
Steptoe LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
(202) 429-6228
kbruni@steptoe.com
daniel.mullen@steptoe.com
jbower@steptoe.com

Mary Grover
Thomas Lemon
Eversource Energy Service Company
247 Station Drive, SE100
Westwood, MA 02090-9030
(781) 441-8696
mary.grover@eversource.com
thomas.lemon@eversource.com

Counsel for Eversource Energy and NSTAR Electric Company

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, DC this 12th of December, 2025.

/s/ Joe Bower
Joe Bower
Steptoe LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
202-429-6490
jbower@steptoe.com

Document Content(s)

EL26-5 Eversource Answer to BPERC Complaint.pdf.....1

EXHIBIT B

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

BP Energy Retail Company LLC *Complainants* v. ISO New England Inc., Eversource Energy, and NSTAR Electric Company *Respondents*	))))))))))	Docket No. EL26-5-000

MOTION FOR LEAVE TO ANSWER AND ANSWER OF EVERSOURCE ENERGY AND NSTAR ELECTRIC COMPANY

Pursuant to Rules 212 and 213 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission ("FERC" or the "Commission"),[1] Eversource Energy ("Eversource"), on its own behalf and on behalf of NSTAR Electric Company ("NSTAR"), submits this motion for leave to answer and answer ("Answer") to the Motion for Leave to File Supplement and Supplement to Prior Filings filed by BP Energy Retail Company LLC ("BPERC") on March 3, 2026, in the above-captioned proceeding.[2]

On October 14, 2025, BPERC filed a Complaint with the Commission to seek relief from the invoices issued by ISO New England Inc. ("ISO-NE") based on load allocated to BPERC by NSTAR for July, August, and September 2024.[3] BPERC also alleged that, if

[1] 18 C.F.R. §§ 385.212, 385.213 (2025).

[2] *BP Energy Retail Co.*, Motion for Leave to File Supplement and Supplement to Prior Filings, Docket No. EL26-5 (filed March 3, 2026) ("Supplement").

[3] *BP Energy Retail Co.*, Complaint Seeking Relief from Phantom Load Allocations, Docket No. EL26-5 (filed Oct. 14, 2025) ("Complaint").

the Renewable Portfolio Standard ("RPS") obligations related to BPERC's load were not corrected, it could increase the financial impact to BPERC "by an estimated additional $3,566,372 for a total impact of $9,502,044."[4]

Recognizing the implications of corrected load data for state RPS compliance, NSTAR initiated discussions with the Massachusetts Department of Energy Resources ("DOER"). As confirmed in BPERC's Supplement, DOER has now revised BPERC's and other retail suppliers' RPS compliance obligations based on updated meter data provided by NSTAR. This development reinforces a central point Eversource and NSTAR have made consistently: to the extent BPERC seeks relief from invoicing or RPS compliance payments, that relief must come from the entities that administer those obligations—ISO-NE and DOER. Neither Eversource nor NSTAR has the authority to reopen or modify ISO-NE settlement invoices or to alter DOER's compliance determinations.

DOER's recent action also underscores the fundamental flaw in ISO-NE's assertion that BPERC's remedy lies in a "bilateral" contractual process with NSTAR. Nothing in the parties' agreement provides—or could provide—a mechanism for NSTAR to revise ISO-NE's wholesale settlement invoices, reopen settlement data after tariff deadlines have passed, or alter suppliers' RPS obligations. DOER's recalculations confirm that corrections must be implemented by the entity charged with administering the relevant program, and there is no alternative contractual path for correcting either state compliance obligations or ISO-NE invoices. At the same time, DOER's ability to apply updated meter data highlights

[4] *Id*. at 2.

the limits of ISO-NE's authority. DOER could revise BPERC's RPS obligations, whereas ISO-NE's ability to incorporate updated data is constrained by Market Rule 1's deadlines. Once those deadlines have run and final invoices have issued, only the Commission has the power to compel ISO-NE to reopen charges.

Accordingly, if the Commission determines—as ISO-NE argues—that the filed-rate doctrine and Market Rule 1's finality provisions bar reopening past invoices, then the Complaint must be dismissed. Under ISO-NE's own theory, no retroactive adjustment to prior settlement results is legally permissible. If ISO-NE cannot lawfully grant relief, BPERC likewise cannot obtain relief from Eversource or NSTAR, which have no authority to provide what the tariff forbids. In that circumstance, the filed-rate doctrine compels dismissal of the Complaint in its entirety.

I. MOTION FOR LEAVE TO ANSWER

Eversource and NSTAR move for leave to answer BPERC's Supplement. Although the Commission's rules generally prohibit answers to answers, the Commission has accepted such an answer for good cause, such as where it clarifies the issues or provides information that will "assist[] the Commission in its decision-making process."[5] This Answer provides additional information that will help ensure a more complete record and will assist the Commission in its decision-making process in this proceeding.[6] Accordingly, the Commission should accept this Answer.

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[5] *See, e.g.,* 18 C.F.R. § 385.213; *Mid-Am. Pipeline Co.,* 165 FERC ¶ 61,046, at P 18 (2018)*; Enbridge Energy, Ltd. P'ship,* 141 FERC ¶ 61,246, at P 5 (2012); *Tuscarora Gas Trans. Co.,* 120 FERC ¶ 61,022, at P 4 (2007).

[6] *See United Illuminating Co*., 167 FERC ¶ 61,126, at P 18 (2019).

II. BACKGROUND ON DOER RPS RECALCULATIONS

Recognizing the implications of corrected load data for state RPS compliance, NSTAR initiated discussions with DOER in October 2025. Between October and December 2025, NSTAR and DOER met multiple times. During this period, NSTAR developed and executed a detailed workplan to reconcile loads for July, August, and September 2024. NSTAR's reconciliation work included establishing a dedicated processing environment, rerunning settlement data for the three months at issue using updated source data, and conducting extensive integrity checks to ensure alignment across metering, billing, and load-settlement systems. These checks included validating interval meter data, reconciling billed and settlement loads, verifying account-level consistency, benchmarking against ISO-NE system totals, and confirming weather-related correlations.

NSTAR completed the reconciliation effort on December 24, 2025, and notified DOER the same day that updated load data was available. NSTAR transmitted the revised loads to DOER on January 8, 2026, and met with DOER that day to review the updated data and discuss next steps. On February 13, 2026, NSTAR informed suppliers that corrected load data had been provided to DOER and that DOER indicated it would soon issue updated compliance obligations. NSTAR understands that DOER issued those updated obligations on February 23, 2026.

III. ANSWER

From the outset, BPERC's Complaint has challenged charges appearing on ISO-NE settlement invoices and state-issued RPS compliance obligations. But Eversource and NSTAR do not administer either of those processes. ISO-NE alone issues and settles

wholesale market invoices under the ISO-NE Tariff, and DOER alone determines suppliers' annual compliance obligations under the state RPS program. NSTAR's role is limited to the submission of meter data—data that ISO-NE or DOER then applies through their own administrative frameworks. As the Complaint itself recognized, the billing discrepancies BPERC challenges arose in the context of ISO-NE settlement processes and DOER's state compliance program, not through any adjudicatory or settlement authority of Eversource or NSTAR.[7]

DOER's recalculations to the RPS compliance obligations confirm this structure. DOER was able to issue new compliance obligations precisely because DOER, as the administering authority, has the statutory and regulatory mechanisms to recalculate supplier obligations when it receives corrected data. BPERC's filing makes clear that it understands that NSTAR's role in this update was limited to providing revised meter data inputs to DOER.[8] The recalculation and resulting determination of new supplier obligations was undertaken entirely by DOER. DOER's undertaking confirms the position Eversource and NSTAR have taken throughout this proceeding: when the entity responsible for administering the program receives revised inputs, it—not the meter reader—has the authority and responsibility to apply its governing rules and processes to effectuate any revisions. If the Commission determines that BPERC is entitled to relief,

[7] Complaint at 2.

[8] Supplement at 2 ("BPERC understands that the load redetermination for establishing BPERC's MA renewable portfolio standard ('RPS') obligation was based on updated data the Department of Energy Resources received from Eversource Energy and NSTAR Electric Company ('Eversource').").

the only entity capable of implementing it is ISO-NE, not Eversource or NSTAR. NSTAR stands ready—as it did in the DOER proceeding—to provide ISO-NE with the updated meter data for July, August, and September 2024. But only ISO-NE can modify or rerun wholesale settlement results under its tariff.

The DOER recalculation also exposes the fundamental flaw in ISO-NE's repeated assertions that BPERC's remedy lies in a "bilateral" contractual process between BPERC and NSTAR.[9] Nothing in the agreement between NSTAR and BPERC provides, or could provide, a mechanism for NSTAR to revise or nullify ISO-NE wholesale settlement invoices or to reopen settlement data after ISO-NE Tariff deadlines have passed.[10] Nor does that agreement give NSTAR authority to alter DOER's compliance determinations. As DOER's recalculation shows, adjustments must be implemented by the administrative body responsible for the program at issue. ISO-NE's mistaken interpretation of the BPERC–NSTAR relationship lacks merit. There is no alternative "contractual" path for correcting state compliance obligations or ISO-NE invoices.

While BPERC's update validates the limits of NSTAR's ability to provide the relief requested by BPERC, it also highlights the limits to ISO-NE's authority to do so. DOER

[9] *See, e.g.*, *BP Energy Retail Co.*, Motion for Leave to Answer and Additional Answer of ISO New England Inc., Docket No. EL26-5 at 3 (filed Jan. 8, 2026).

[10] The supplier agreement between BPERC and NSTAR is consistent with NSTAR's form Competitive Electric Supplier Service Agreement, which is publicly available on Eversource's website here: https://www.eversource.com/residential/about/doing-business-with-us/energy-suppliers/electric-massachusetts. While that agreement in Section F provides a process for correcting billing errors or other miscalculations on bills issued by NSTAR to the supplier, that process does not extend to correcting errors on the wholesale invoices issued by ISO-NE based on load estimates provided by NSTAR.

has resolved the RPS component of BPERC's concerns by applying updated meter data provided by NSTAR to calculate new RPS compliance obligation. This recalculation should parallel the federal process—NSTAR provides updated meter data and ISO-NE applies that data to issue new invoices to suppliers. However, there is a fundamental difference between the two processes: the ISO-NE Tariff imposes deadlines on ISO-NE's ability to implement meter data corrections.[11] Once those tariff's deadlines have run and ISO-NE has issued final invoices under Market Rule 1, neither NSTAR nor BPERC has the power to require ISO-NE to reopen those invoices. Only the Commission may do so. ISO-NE itself has repeatedly emphasized this finality principle in its filings, and both NSTAR and BPERC have requested Commission relief of the limiting deadlines.

If the Commission determines—as ISO-NE argues—that the filed-rate doctrine and Market Rule 1's finality provisions prohibit reopening wholesale settlement invoices, then Eversource and NSTAR agree the Complaint must be dismissed. ISO-NE has argued extensively that the filed rate prevents any retroactive adjustment to prior settlement results, even when later-discovered errors exist. If that interpretation is correct, then BPERC cannot obtain relief from Eversource or NSTAR for the same reason. Eversource and NSTAR have no authority to grant relief that the ISO-NE Tariff itself forbids. The only legally permissible outcome under the filed rate is dismissal of the Complaint in its entirety.

[11] *See* ISO-NE Tariff, Market Rule 1, Section III.3.8.

IV. CONCLUSION

DOER's recalculations of the RPS compliance obligations confirm the core principles that Eversource and NSTAR have articulated since the beginning. NSTAR supplies meter data inputs, DOER and ISO-NE administer their respective programs. Any corrective action must occur through those administering entities. And to the extent the Commission determines that a remedy is available, its implementation must be directed to ISO-NE—not Eversource or NSTAR—with NSTAR fully prepared to provide the updated meter data necessary to effectuate the Commission's decision.

Respectfully submitted,

/s/ Karen Bruni
Karen Bruni
Daniel Mullen
Steptoe LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
(202) 429-6228
kbruni@steptoe.com
daniel.mullen@steptoe.com

Mary Grover
Thomas Lemon
Eversource Energy Service Company
247 Station Drive, SE100
Westwood, MA 02090-9030
(781) 441-8696
mary.grover@eversource.com
thomas.lemon@eversource.com

Counsel for Eversource Energy and NSTAR Electric Company

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, DC this 6th day of March 2026.

/s/ Joe Bower
Joe Bower
Steptoe LLP
1330 Connecticut Avenue, NW
Washington, DC 20036
(202) 429-6490
jbower@steptoe.com

EXHIBIT C

BLANKROME
1825 Eye Street NW | Washington, D.C. 20006
blankrome.com

Phone: *(202) 420-2654*
Fax: *(202) 280-1426*
Email: *mark.haskell@blankrome.com*

October 14, 2025

BY ELECTRONIC FILING

Ms. Debbie-Anne A. Reese
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

RE: Complaint of BP Energy Retail Company LLC v. ISO New England, Inc., Eversource Energy and NSTAR Electric Company, Docket No. EL26-

Dear Ms. Reese:

BP Energy Retail Company LLC ("BPERC") is submitting a Complaint pursuant to Sections 206 and 306 of the Federal Power Act ("FPA")[1], Rule 206 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") Rules of Practice and Procedure,[2] and to the extent, applicable, Section 6.3.6 of Exhibit ID of the ISO New England Inc. ("ISO-NE") Billing Policy against ISO New England, Inc., Eversource Energy and NSTAR Electric Company in Docket No, EL26- . The complaint seeks relief from certain invoices issued by ISO-NE based on phantom load incorrectly assigned to BPERC by Eversource Energy ("Eversource") and NSTAR Electric Company ("NSTAR") (together, "Eversource/NSTAR").

Portions of the material in this submission contain proprietary and competitively sensitive commercial information including (a) personal identifiable information (phone numbers) in email correspondence; (b) account information and related confidential business information; and (c) certain communications made to BPERC representatives by Eversource/NSTAR that may arguably be subject to formal or informal confidentiality claims. Therefore, portions of this submission consist of privileged materials, which have been redacted in the public volume of the filing, with unredacted versions submitted in a separate privileged volume. In accordance with Section 388.112 of the Commission's regulations, 18 C.F.R. § 388.112 (2025), BPERC hereby requests privileged treatment for this material and states that this volume contains material the Commission routinely treats as privileged and exempt from mandatory disclosure under the Freedom of Information Act. The privileged material has been labeled as "Contains Privileged

[1] 16 U.S.C. § 824(e) & 825(e).
[2] 18 C.F.R. § 385.206 (2024).

and Confidential Information – Do Not Release Pursuant to 18 C.F.R. § 388.112 (2025)," and "CUI/PRIV." The privileged version will be sent to parties executing the protective agreement filed with this complaint. BPERC notes further that the workpapers supporting its estimates of financial harm contain highly confidential competitive information that will only be available to reviewing representatives who are not competitive duty personnel, as more fully described in the attached protective agreement.

Please contact the undersigned if there are any questions regarding this filing.

Sincerely,

/s/ Mark R. Haskell

Mark R. Haskell
Blank Rome LLP
1825 Eye Street, N.W.
Washington, DC 20006
(202) 420-2654
mark.haskell@blankrome.com

Counsel to BPERC

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

BP Energy Retail Company LLC Complainant, v. ISO New England Inc., Eversource Energy, and NSTAR Electric Company Respondents.	))))))))))	Docket No. EL26-__-000

COMPLAINT SEEKING RELIEF FROM PHANTOM LOAD ALLOCATIONS

Pursuant to Sections 206 and 306 of the Federal Power Act ("FPA"),[1] Rule 206 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") Rules of Practice and Procedure,[2] and to the extent, applicable, Section 6.3.6 of Exhibit ID of the ISO New England Inc. ("ISO-NE") Billing Policy, BP Energy Retail Company LLC ("BPERC" or "Complainant") hereby submits a Complaint seeking relief from certain invoices issued by ISO-NE based on phantom load incorrectly assigned to BPERC by Eversource Energy ("Eversource") and NSTAR Electric Company ("NSTAR") (together, "Eversource/NSTAR"), apparently as a result of the implementation of a new information management system by Eversource/NSTAR called "Omni" in or around June of 2024.

As described below, BPERC submits that billing BPERC for phantom load that it has not, does not and cannot serve would be unjust, unreasonable and unduly discriminatory and that equitable relief from this result is warranted. The allocation of phantom load to BPERC appears

[1] 16 U.S.C. §§ 824(e) & 825(e).
[2] 18 C.F.R. § 385.206 (2024).

to be based solely on an extensive IT systems error across multiple months. BPERC properly challenged these errors as they arose. BPERC believes that Eversource/NSTAR reported the same basic issues to ISO-NE. ISO-NE corrected the overallocation in the Northeast Massachusetts ("NEMA") zone through the Meter Data Error RBA Resettlements process; however, a second over-allocation arose in the South East Massachusetts ("SEMA") zone for the first time that improperly tagged BPERC with a total of 144,000 MWh of new load, resulting in additional direct costs to BPERC of about $5,935,672[3] for the period July-September 2024. If the Renewable Portfolio Standard ("RPS") obligations related to this phantom load are not corrected, that could increase the financial impact by an estimated additional $3,566,372 for a total impact of $9,502,044.[4] BPERC had no actual knowledge of this readjustment.[5]

ISO-NE states that the Request for Billing Adjustment ("RBA") is barred by the 101-day limit on billing adjustments under its Manual M-28 directing BPERC to resolve discrepancies outside of the ISO settlement framework.[6] BPERC had no notice or opportunity to correct this error, and as a result it has been saddled with millions of dollars in costs for load it does not serve, despite the fact that it timely objected to prior phantom load allocations. This is a result that is unjust, unreasonable, and unduly discriminatory, warranting corrective action by the Commission.

Accordingly, BPERC respectfully requests that the Commission direct ISO-NE to nullify these phantom load charges, and to grant any and all necessary waivers of the ISO-NE tariff, operating procedures or protocols necessary to implement this result and to direct Eversource/NSTAR to provide to ISO-NE corrected data to fix the actual SEMA load for BPERC

[3] The inflated load amounts are 45,000 MWh in July 2024; 49,000 MWh in August 2024; and 47,000 MWh in September 2024. *See* Exhibit No. 31.
[4] *See* Exhibit No. 31.
[5] BPERC also had requested on multiple occasions that Eversource/NSTAR provide access to additional information to support any claimed allocation of load to BPERC; on information and belief, those requests were not met. Representative communications are attached as Exhibit 9.
[6] *See* Exhibit Nos. 25, 26 and 27 and Exhibit No. 1.

during the time periods at issue and going forward. In the alternative, BPERC requests that the Commission issue an order remanding the case to ISO-NE to reopen the record to fix the proper billed amount to BPERC for the months of July, August and September 2024 for the SEMA load charges still at issue, without regard to the 101-day limit in Market Rule 1 and Manual M-28 and to nullify the phantom load charges for those months.

At the outset, BPERC notes that it has worked with Eversource/NSTAR to attempt to resolve this situation. BPERC will continue to do so. Eversource/NSTAR have expressed willingness to resolve the load errors that are the subject of this Complaint and have agreed on the volumes of over-inflated load allocations; however, to date, Eversource/NSTAR have provided neither a process nor a timeline for any such resolution. Given the high cost of these inaccurate load allocations to BPERC—slightly under $10 million—BPERC has filed this Complaint to preclude any claim of waiver of any of its rights.

In support hereof, BPERC states as follows:

I. COMMUNICATIONS AND CORRESPONDENCE

All communications with regard to this filing should be directed to the following persons:[7]

Betsy Carr
Senior Counsel
BP America Inc.
201 Helios Way
Houston, TX 77079
Tel.: (832) 619-7294
betsy.carr@bp.com

Mark R. Haskell
Jane Thomas
Blank Rome LLP
1825 Eye Street, NW
Washington, DC 20006
Tel.: (202) 420-2200
Fax: (202) 379-9027
mark.haskell@blankrome.com
jane.thomas@blankrome.com

II. THE PARTIES

A. BPERC

BPERC is a retail energy provider in the state of Massachusetts and provides retail

[7] BPERC respectfully requests waiver of Rule 203(b)(3) to the extent necessary to permit designation of more than two persons for service on its behalf in these proceedings. *See* 18 C.F.R. § 385.203(b)(3).

electricity service to commercial and industrial customers. BPERC is the Complainant and seeks relief from allocation of phantom load by Eversource/NSTAR to BPERC through bills rendered by ISO-NE.

B. ISO-NE

ISO-NE is an independent system operator functioning as the reliability coordinator, market operator, transmission operator, balancing authority operator and planning authority for the six New England states. ISO-NE's refusal to correct invoices that misallocated phantom load to BPERC gives rise to this Complaint. ISO-NE is a respondent in this proceeding.

C. Eversource Energy

Eversource is a public utility company that transmits and delivers electricity, natural gas, and water to customers in Connecticut, Massachusetts, and New Hampshire. On information and belief, Eversource is the parent corporation of NSTAR and owns or controls the Omni system which has wholly, or in part, caused the phantom load allocations that are the subject of this Complaint. Eversource is a respondent in this proceeding.

D. NSTAR

NSTAR Electric Company is a legacy utility that merged into the Eversource corporate structure in 2015. While it now operates under the Eversource brand, NSTAR remains a distinct legal entity and continues to serve as the Assigned Meter Reader and Host Participant for certain load zones in Massachusetts, including the NEMA and SEMA zones. This legal distinction is material because many or all of the erroneous load assignments and billing discrepancies affecting BPERC stem from NSTAR's role in implementing and reporting data through Eversource's

systems, particularly following the rollout of the Omni billing system in mid-2024. NSTAR is a respondent in this proceeding.

III. FACTS

1. On information and belief, in mid-2024, Eversource and NSTAR implemented a new IT software system known as "Omni" to be used for billing purposes.

2. Historically, prior to 2024, meter errors on the ISO-NE system were relatively few in number. From 2019 to 2022, meter data errors ranged from four per year to 15 per year. *See* Exhibit 29, at 1.[8]

3. In 2024, meter data errors and related RBAs increased to 117 per year. Eversource and NSTAR alone accounted for 92 out of 117 errors. *See* Exhibit 29, at 2.

4. The errors associated with the implementation of Omni by Eversource/NSTAR related at least in part to misallocations of load to retail suppliers. The existence of the errors was sufficiently widely known that the Massachusetts Department of Energy Resources ("DOER") modified its guidance to retail suppliers filing 2024 RPS/APS/CPS/CES compliance forms to take the anticipated corrections by Eversource into account in completing their compliance forms. *See* Exhibit 28, at 1.

5. As discussed more fully in the Affidavit of Darlene Fernandez on behalf of BPERC (attached hereto as Exhibit No. 1), BPERC timely filed objections each month to phantom load allocations by Eversource/NSTAR. Specifically, BPERC timely filed disputes to the inaccurate load allocations for August 2024 (35,000 MWh)(filed January 14, 2025); September 2024 (24,000 MWh)(filed February 17, 2025); October 2024 (20,000 MWh)(filed March 14, 2025); November 2024 (20,000 Mwh)(filed April 13, 2025); and December 2024 (11,000 MWh)(filed May 13,

[8] The 2023 total number was 33, as Exhibit 29, at 1 shows.

2025). *See* Exhibit 1, at ¶¶ 8-13. Throughout this time frame, BPERC attempted to discuss this issue with Eversource/NSTAR. *See* Exhibit No. 9. Throughout January, February and March 2025, BPERC requested access to additional backup data from Eversource/NSTAR. *Id*. These requests appear to have been unmet. *Id*.

6. In May, June, July and August of 2025, as Ms. Fernandez explains, BPERC continued to request additional explanation from Eversource/NSTAR without receiving definitive answers. Exhibit No. 1 at ¶¶ 14-17.

7. On September 3, 2025, Ms. Fernandez reports that she again reached out to Eversource/NSTAR, this time to request an explanation. *Id*. at ¶ 18. While the corrections to the phantom load allocations BPERC had protested for months in the NEMA zone had started to be made, **new** phantom load allocations had appeared for the first time in the SEMA zone. *Id*.

8. Eversource/NSTAR promised to look into the issue on September 9, 2025. *Id*. at ¶ 20.

9. BPERC submitted an RBA to ISO-NE on September 12, 2025 seeking relief from the following inaccurate load allocations:

- July 2024 overstatement of approximately 45,000 MWh – Case # 00106594
- August 2024 overstatement of approximately 49,000 MWh – Case # 00106595
- September 2024 overstatement of approximately 47,000 MWh – Case # 00106596

Id. at ¶ 21.

10. On September 15, 2025, ISO-NE denied the disputes on the 11-month resettlement volumes. The ISO's transmittals stated that the "ISO Billing Policy does not allow reconciliation due to metering changes after the final settlement. If there are discrepancies after the final settlement, the meter readers and asset owners must resolve them outside of the ISO settlement". *Id*. at ¶ 23. *See* Exhibit Nos. 25, 26, and 27.

11. Under the terms of the ISO-NE tariff, a Host Participant or Host Utility is defined as "a Market Participant or Governance Participant transmission or distribution provider that reconciles the loads within the metering domain with OP-18 compliant metering." ISO-NE Transmission, Markets and Services Tariff, General Terms and Conditions, Section 1 (Definitions).

12. Under the terms of the ISO-NE tariff, an Assigned Meter Reader "reports to the ISO the hourly and monthly MWh associated with the Asset. These MWh are used for Settlement. The Assigned Meter Reader may designate an agent to help fulfill its Assigned Meter Reader responsibilities; however, the Assigned Meter Reader remains functionally responsible to the ISO." ISO-NE Transmission, Markets and Services Tariff, General Terms and Conditions, Section 1 (Definitions).

13. Market Rule 1 Accounting Manual M-28, Section 5.2 imposes on the Assigned Meter Reader and Host Participant the duty to engage in "prompt reporting of any discovered metering, calculating, or reporting errors with respect to an asset to the ISO and the Market Participant(s) owning or having rights to the asset."

14. Eversource and NSTAR functioned at all times relevant to this Complaint as either the Assigned Meter Reader or the Host Participant or both.

15. As an Assigned Meter Reader and/or a Host Participant, Eversource and NSTAR were subject to the requirements of Market Rule 1 Accounting Manual M-28, Section 5.2, as noted above.

16. BPERC alleges, in light of the facts summarized in paragraphs 1-10 above, and as is discussed in detail in Exhibit No. 1, the Affidavit of Ms. Fernandez, that the actions of

Eversource/NSTAR described in this Complaint did not meet the requirements of Section 5.2 of Market Rule 1 Accounting Manual M-28.

IV. REQUESTED RELIEF

First and foremost, BPERC seeks nullification of ISO-NE invoices that assign to it payment obligations associated with 45,000 MWh of phantom load in July 2024, 49,000 MWh of phantom load in August 2024, and 47,000 MWh of phantom load in September 2024. [redacted] For its part, BPERC seeks relief from charges that are unjust, unreasonable, unduly discriminatory and factually unsupported. BPERC does not request a market-wide remedy or contend that one is necessary to address the problems raised in this Complaint.[9]

V. THE ISO-NE TARIFF SHOULD NOT BAR THE RELIEF REQUESTED OR LIMIT THE COMMISSION'S CONSIDERATION OF THIS CASE.

This is not a typical "meter data error." The ISO-NE tariff defines a "meter data error" as "an error in meter data on an invoice issued by ISO-NE after the completion of the Data Reconciliation Process as described in the ISO New England Manuals and section III.3.8 of Market Rule 1". ISO-NE Tariff Section I.2.2 (Definitions).

The EDI data upon which ISO-NE bills its customers is not at issue in this matter. The issue is not that the meters are broken or dysfunctional or poorly calibrated. [redacted] The cause is not the meter itself but the Eversource/NSTAR system that tracks and reports load responsibilities and the

[9] BPERC at the same time would not object to a market-wide remedy consistent with the ISO-NE tariff and FERC policy.

impact of that system on the ISO-NE invoicing process. The specific error at issue in this case creates a discrepancy between the EDI data used for customer billing purposes and the ISO-NE invoices. This discrepancy creates the potential that the data errors at issue may create winners and losers.

This issue should be addressed under the procedures of the ISO-NE Billing Policy as opposed to Market Rule 1, given the unique facts of this case. Treating this issue as if it were a one-off meter misalignment results in substantial injustice. It is flatly inequitable to assign millions of dollars to a retail market participant simply because the incumbent utility has adopted a software system that is not functioning properly, leading to incorrectly assigned load obligations or [redacted]

The requirements of the ISO-NE billing policy have been met. The RBA has been presented to ISO-NE as required, and has been denied. This complaint has been filed within the required 20 business days.

The dispute resolution provisions of Section 1.6 of the Markets and Services Tariff should not delay or prevent the filing of this Complaint. While that provision generally requires a sixty-day period of good faith negotiations, that provision does not apply to cases in which "a party identifies exigent circumstances reasonably requiring expedited resolution of the dispute by the Commission or a court or agency with jurisdiction over the dispute." Exigent circumstances exist here because under the terms of Section 6.3.6 of ISO-NE's billing policy, ISO-NE's denial of the

RBA will be final unless challenged by, inter alia, a complaint filed with the Commission within 20 business days.[10]

VI. THE COMMISSION'S DECISION IN LIBERTY POWER IS INAPPLICABLE TO THIS CASE.

In *Liberty Power Holdings, LLC v. Eversource Energy Co.*, 172 FERC ¶ 61,031 (2020), the Commission denied a complaint in which a market participant challenged a past-period load allocation to it by Eversource. Liberty argued that it had no opportunity to correct an erroneous load allocation and no notice of that error. The Commission found that the specific dispute then at issue which involved the date on which Liberty became responsible for the load at issue was deemed to be a Meter Data Error subject to the dispute resolution procedures of Market Rule 1 and Manual M-28 and not Section 6.3.6 of the ISO-NE Billing Policy in part because Liberty in fact had multiple opportunities to detect and correct the alleged error during the allowed time period. Again, the issue was when Liberty's load allocation took effect, [redacted].

This case presents different facts in virtually every respect. In *Liberty*, Eversource was able to show that it had in fact provided Liberty with timely notice of the error at issue. Here, although Eversource/NSTAR was subject to the duty to notify both ISO-NE and BPERC of the errors at issue promptly under the ISO-NE Market Rules, Eversource/NSTAR did not do so or were not able to do so because of issues with the Omni system. BPERC had no actual notice of the last-minute shift of phantom load from NEMA to SEMA until RBA Resettlement volumes

[10] The relevant procedure provides a potential alternate path for an appeal through a AAA approved arbitration proceeding; however, BPERC seeks alternative relief in the form of a waiver of the ISO-NE tariff provisions, which would fall well outside the jurisdiction of the AAA arbitration. As a result, the only practical forum in which BPERC can pursue its issue is the Commission.

were received. BPERC attempted without success for months to seek an explanation from Eversource/NSTAR for the repeated errors in load allocation it faced. None was provided on a timely basis. To this day, Eversource/NSTAR have still not provided a detailed explanation.

[redacted] This dispute is the result of a known significant systems failure. Leaving that failure uncorrected and unexplained is unwarranted. BPERC still does not know how many times during July to September 2024 the load may have been inflated. Further, as BPERC alleges, Eversource/NSTAR failed to comply with the requirements of Section 5.2 of Manual M-28 by not providing prompt notice to BPERC of the disputes at issue. The strict timelines in Manual M-28 assume that the market participants are adhering to those responsibilities. If they are not or if they cannot comply with the requirements due to systems issues, and if the disputes do not involve meter calibration or accuracy (as here) the general billing dispute resolution policies should apply. The *Liberty* decision is inapplicable here.

VII. IF THIS CASE IS SUBJECT TO THE PROCEDURES IN MARKET RULE 1 AND MANUAL M-28, THE 101-DAY LIMIT ON MAKING CORRECTIONS SHOULD BE WAIVED AS NECESSARY TO ADDRESS AND CORRECT A KNOWN SYSTEMS ERROR.

If, notwithstanding the foregoing, the Commission determines that this dispute is presumptively subject to the dispute resolution procedures applicable to Meter Data Errors under Market Rule 1 and Manual M-28, BPERC requests that the Commission waive the 101-day limit on making corrections to permit correction of a known external systems error (specifically the assignment of phantom load by Eversource/NSTAR). Good cause exists to grant this request. The Commission has granted waiver of tariff provisions where: (1) the applicant acted in good faith; (2) the waiver is of limited scope; (3) the waiver addresses a concrete problem; and (4) the waiver does not have undesirable consequences, such as harming third parties.[11]

BPERC has acted in good faith. In the process of integrating new information management systems, transitional issues can occur, warranting equitable adjustment by the Commission.[12] Further, BPERC has exercised appropriate due diligence. BPERC timely objected to each instance of phantom load and sought explanations and related data on an ongoing basis. BPERC thought it had secured a correction of its issues; however, at the last minute, a new and unexplained issue arose in a different zone, saddling BPERC with millions of dollars in costs for services it did not take.

The waiver at issue is of limited scope; it seeks only to fix a known and measurable error associated with a specific cause. The waiver also addresses a concrete defined problem: removing

[11] *See, e.g., Citizens Sunrise Transmission, LLC*, 171 FERC ¶ 61,106 at P 10 (2020).
[12] The Commission has, for example, previously waived penalties under the CAISO tariff caused in part by issues associated with changes to utility information management systems. *See, e.g.*, *Direct Energy Business Marketing LLC v. CAISO*, 186 FERC ¶ 61,228 at PP 13-15 (2024).

phantom load and ensuring that correct bills are rendered reflecting the services parties actually receive and provide. The waiver also does not cause undue harm to third parties.

Ignoring a dispute of this type would undermine the equitable jurisdiction of the Commission. For example, if a small C&I customer in ISO-NE received the power bill of a data center two counties away on the 101st day of the ISO-NE challenge period, would ISO-NE's interest in finality outweigh the interests of the C&I customer who mistakenly was billed for service it never took?

BPERC seeks only relief from charges it should not have borne in the first place for services it did not and could not offer. BPERC requests no market-wide remedy. If any other party should contend that others should bear those charges in some amount, BPERC submits that the prospect of doing so would not constitute "harm" for purposes of assessing the waiver request. The Commission has, for example, permitted via waiver NYISO to correct past period errors in its computation of the ACA charge to increase the cost allocation to some participants and decrease it to others to correct a clear error.[13] No party should have a legitimate vested reliance interest in having another pay its bills. That said, [redacted]

If this route is taken, and if the waiver is granted, BPERC requests that the Commission direct ISO-NE to nullify the specified phantom load allocation to BPERC directly or, in the alternative, to remand to ISO-NE to reopen the record to fix the proper billed amount to BPERC for the months of July, August and September 2024 for the SEMA load charges still at issue and

[13] *New York Independent System Op.,* 192 FERC ¶ 61,045 at P 19 (2025).

undo the current invoices based on phantom load. BPERC believes that the prior issues with the NEMA charges appear to have been addressed in October 2024 and going forward.

VIII. BPERC'S REQUESTS FOR RELIEF (BOTH PRIMARY AND ALTERNATE) ARE CONSISTENT WITH ANALOGOUS COMMISSION PRECEDENT AND FALL WITHIN THE COMMISSION'S BROAD REMEDIAL DISCRETION.

The Commission has waived ISO tariff provisions to permit or require the correction of billing errors **after bills became final** in cases in which a party or an ISO was able to demonstrate that the relief requested reflects extraordinary circumstances and in which failure to correct the errors would result in "significant injustice"[14] In those cases, the Commission focused on, inter alia, whether the issue was known by the affected participant during the time period in which it could have corrected the error and whether the participant exercised due diligence in addressing the error.[15]

As to the NYISO retroactive billing dispute cases, the Commission has noted that the NYISO tariff permits retroactive rate adjustments as a result of Commission action (citing Section 7.4 of the NYISO OATT).[16] Further, BPERC is aware that in *Southwest Power Pool,* 166 FERC ¶ 61,160 at n. 151 (2019), *reh'g denied*, 170 FERC ¶ 61,125 (2020), *aff'd, Oklahoma Gas & Elec. Co. v. FERC*, 11 F.4th 821 (D.C. Cir. 2021), *reh'g en banc denied*, No. 20-1062 (Oct. 29, 2021)(unpublished), FERC declined to mandate a retroactive rate correction impacting third

[14] *See, e.g., Niagara Mohawk Power Corp*., 123 FERC ¶ 61,314 at P 25 (2008); *GDF Suez Energy N.A. v. New York Independent Sys.Op.,* 149 FERC ¶ 61,257 at PP 15-18 (2014), clarification denied, 152 FERC ¶ 61,114 (2015).

[15] *See, e.g. GDF Suez Energy Res., NA,* 149 FERC ¶ 61,257, at P 7 (2014) ("Suez asserts that the fact that Con Ed did not supply the corrected consumption data until after the close of the market settlement process was an extraordinary circumstance. Suez contends that significant injustice would result absent Commission action because Suez was over-charged for electricity supplied during the November/December 2012 billing period through no fault of its own. Suez avers that the revised bills will simply put affected entities in the same position they would have occupied if the correct bill had been issued by NYISO in the first instance."). Note that the referenced November/December 2012 time period involved Super Storm Sandy.

[16] *See, e.g., Niagara Mohawk Power Corp*., 123 FERC ¶ 61,314 at P 23 (2008); *GDF Suez Energy N.A. v. New York Independent Sys.Op.,* 149 FERC ¶ 61,257 at P 17 (2014).

parties in light of the filed rate doctrine, noting, *inter alia*, the SPP tariff did not contain a provision similar to Section 7.4 of the NYISO tariff.[17]

BPERC submits that these cases are distinguishable. First, while the ISO-NE tariff does not appear to have a provision identical to NYISO OATT Section 7.4, BPERC's primary position is that the invoices are **not final** because the dispute resolution provisions of Section 6.3.6 of the NE-ISO Billing Policy apply and BPERC has timely filed a Complaint with the Commission. Second, BPERC submits in the alternative that even if the invoices are individually or collectively deemed final, the Commission could and should grant a waiver of the ISO-NE tariff to permit the correction of the disputed charges to BPERC. BPERC submits that this tracks the Commission's decision in *Shell Energy North America (U.S.), L.P. v. California Independent System Operator,* 153 FERC ¶ 61,307 (2015)("*SENA*").

In *SENA*, the relevant facts were:

> Shell Energy states that, in July 2011, it received a statement for the August 2010 trade month that improperly assigned it $307,500 in unavailability charges. Shell Energy explains that CAISO corrected this error upon request, and that the settlements proceeded without issue for the following two years. 4 However, on August 5, 2013, CAISO published the T+35M statement for August 31, 2010 (August 2010 trade month), 5 which reinstated the erroneous unavailability charge. Subsequently, on August 16, 2013, Shell Energy states that it contacted CAISO and disputed the invoice and settlement process. Shell Energy argues that, despite the fact that CAISO acknowledged the error appearing for the first time at the 35 th month of the invoice cycle, CAISO denied Shell Energy's dispute, stating that while the dispute was substantively correct, the CAISO Tariff requires market participants to submit dispute items in the T+35M statement within

[17] The Commission subsequently denied an effort to secure relief through complaints. *EDF Renewables, Inc.*, 181 FERC ¶ 61,140, at PP 15-19 (2022); *reh'g denied*, *EDF Renewables, Inc., v. Sw. Power Pool, Inc.*, 183 FERC ¶ 61,216, at PP 40-48 (2023); *aff'd*, *EDF Renewables v. FERC*, 117 F.4th 1003 (8th Cir. 2024).

> five days of the settlement publication date, and Shell Energy's dispute was untimely filed by two days. *Id*. at P 3.

The Commission granted Shell's waiver requested and directed CAISO to return the overpayments. The Commission noted:

> the Commission has previously found that situations addressing errors in invoice and settlement statements are ""unusual" and thus has granted waiver where the "untimely action by the market participants was not due to failure on their part to act once the errors were discovered, but rather by the unusual nature and timing of the errors." Here, the error was not introduced until the very end of the billing process, causing Shell Energy difficulty in meeting the tariff deadline. The Commission has granted waivers of billing statement tariff provisions on the basis that "significant injustice would result absent Commission action." We find that, in the specific circumstances at hand, it is appropriate to direct CAISO to adjust the invoices for the T+35M statement for the August 2010 trade month to correct for the effects of the erroneous data on which those invoices were computed. To refrain from doing so would yield an unjust and unreasonable result by requiring a market participant to pay unavailability charges assessed in error for energy purchases over the relevant period, particularly where, as here, CAISO purported to have fixed an identified technical error that it later repeated. **While we recognize CAISO's argument that the purpose of dispute deadlines are to promote finality, it is also necessary to balance this goal against the need for invoices to be correct in the first place and completed in accordance with the filed rate**. *Id*. at P 31 (emphasis added).

IX. COMPLIANCE WITH RULE 206 REQUIREMENTS

A. Identification and Explanation of the Action Violating Applicable Statutory and Regulatory Requirements (Rules 206(b)(1) and (b)(2))

Section 206 of the FPA prohibits "any rule, regulation, practice, or contract affecting such rate, charge, or classification" that "is unjust, unreasonable, unduly discriminatory or preferential."[18] As discussed above, billing BPERC for phantom load in the SEMA zone it does not serve cannot meet the requirement for just and reasonable rates under section 206 of the FPA. The net effect of the phantom load allocation to BPERC is to increase its deemed load by about 20% and to require BPERC to pay the costs associated with Massachusetts RPS obligations for

[18] 16 U.S.C. § 824(e).

load it doesn't serve. This effectively increases the costs paid by BPERC to a level 20% higher than that paid by a competitor not subject to the phantom load allocation with an otherwise identical load portfolio. This result is both unjust and unreasonable (in that it requires payment where no service has been provided for load [redacted]) and discriminatory (in that it increases the costs of those parties who are subject to phantom load allocations without any rationale or justification). As the Commission held in SENA, this defeats "the need for invoices to be correct in the first place and completed in accordance with the filed rate." *SENA*, at P 31.

In addition, on information and belief, Eversource/NSTAR's management of the load reporting issues arising out of the Omni system integration did not comport with the requirements of the ISO-NE Tariff and the market rules and procedures thereunder. Market Rule 1 Accounting, Manual M-28, Section 5.2 imposes on the Assigned Meter Reader and Host Participant the duty to engage in "prompt reporting of any discovered metering, calculating, or reporting errors with respect to an asset to the ISO and the Market Participant(s) owning or having rights to the asset." Eversource/NSTAR failed to discharge this responsibility by failing to timely identify, contain and remediate the repeated errors at issue in this case and by not keeping BPERC adequately informed during the time period allowed by ISO-NE for data correction. BPERC understands that Eversource/NSTAR's failure to discharge these responsibilities appears to have been caused by Omni system errors.

B. Financial Impacts (Rules 206(b)(3) and (b)(4))

The financial impact of the penalties assessed on BPERC is in the range of $5,935,672, including fees. *See* Exhibit No. 31. The additional impact to BPERC for RPS obligations resulting from over inflated load would be approximately $3,566,372, if left uncorrected. *See* Exhibit No. 31. BPERC understands from DOER that the phantom SEMA load error still exists as of the date on which this Complaint is filed. DOER's latest communication to BPERC states:

> As noted in the original Load Obligation letter DOER sent to you in May, DOER was aware that Eversource East (NStar) experienced issues during 2024 due to the implementation of a new billing system which inadvertently assigned loads to the wrong retail electricity suppliers and that the CY2024 Load Obligation might be subject to change. Eversource has now completed its Request for Billing Adjustments ("RBA") through December 2024.

Exhibit No. 30, at 1.

[redacted]

In addition, BPERC understands that the failure to correct the SEMA phantom load allocations to BPERC might also increase BPERC's costs with respect to future ICAP obligations but those costs have not yet been quantified.

C. Operational or Non-Financial Impacts (Rule 206(b)(5))

To the best of BPERC's knowledge, there are no non-financial impacts on BPERC.

D. Related Proceedings (Rule 206(b)(6))

To the best of BPERC's knowledge, there are no related proceedings pending before the Commission.

E. Relief Requested

BPERC respectfully requests that the Commission issue an order directing ISO-NE to nullify bills rendered to BPERC reflecting SEMA capacity allocations in the following amounts for the following months:

- July 2024 overstatement of approximately 45,000 MWh – Case # 00106594
- August 2024 overstatement of approximately 49,000 MWh – Case # 00106595
- September 2024 overstatement of approximately 47,000 MWh – Case # 00106596

In the alternative, BPERC requests that the Commission issue an order remanding the case to ISO-NE to reopen the record to fix the proper billed amount to BPERC for the months of July,

August and September 2024 for the SEMA load charges still at issue, without regard to the 101-day limit in Market Rule 1 and Manual M-28 and to nullify the current phantom load charges.

BPERC also requests such other and further relief as the Commission may deem appropriate under the circumstances.

F. Supporting Documents (Rule 206(b)(8))

BPERC includes the following supporting documents and exhibits in support of this Complaint:

Exhibit 1 - Affidavit of Darlene Fernandez on behalf of BP Energy Retail Company LLC

Exhibit 2 - January 6, 2025 Email to Eversource Supplier Services Support

Exhibit 3 - January 6, 2025 Email from Eversource Supplier Services Support

Exhibit 4 - Request for Billing Adjustment form dated January 13, 2025

Exhibit 5 - Request for Billing Adjustment Form dated February 14, 2025

Exhibit 6 - February 14, 2025 Email to Eversource Supplier Services Support

Exhibit 7 - Request for Billing Adjustment form dated March 14, 2025

Exhibit 8 - March 10, 2025 Email to Eversource Supplier Services Support

Exhibit 9 - Emails from January 2025 to March 2025 to Eversource Supplier Services requesting FTP Access

Exhibit 10 - Request for Billing Adjustment Form dated April 10, 2025

Exhibit 11 - April 13, 2025 Email to Eversource Supplier Services

Exhibit 12 - Request for Billing Adjustment Form dated May, 13, 2025

Exhibit 13 - May 13, 2025 Email to Eversource Supplier Services Support

Exhibit 14 - May 15, 2025 Emails with Eversource Supplier Services Support

Exhibit 15 - May 22, 2025 Emails with Eversource Supplier Services Support

Exhibit 16 - June 4 to 12, 2025 Emails with Eversource Supplier Services Support

Exhibit 16A – June 18, 2025 Email to Eversource Supplier Services Support

Exhibit 17 - June 26, 2025 Email with Eversource Supplier Services Support

Exhibit 17A – June 26, 2025 Email with Eversource Supplier Services Support

Exhibit 18 - August 8, 2025 Emails with Eversource Supplier Services Support

Exhibit 19 - September 3 to 9, 2025 Emails with Eversource Supplier Services Support

Exhibit 20 - September 5, 2025 Email to Eversource Supplier Services Support

Exhibit 21 - Request for Billing Adjustment Form dated September 12, 2025 for July 2024

Exhibit 22 - Request for Billing Adjustment Form dated September 12, 2025 for August 2024

Exhibit 23 - Request for Billing Adjustment Form dated September 12, 2025 for September 2024

Exhibit 24 - September 14, 2025 Email to Eversource Supplier Services Support

Exhibit 25 - September 15, 2025 Denial for July 2024 Flow Request for Billing Adjustment

Exhibit 26 - September 15, 2025 Denial for August 2024 Flow Request for Billing Adjustment

Exhibit 27 - September 15, 2025 Denial for September 2024 Flow Request for Billing Adjustment

Exhibit 28 - Massachusetts Department of Energy Resources Instructions for the 2024 RPS/APS/CPS/CES Annual Compliance Filing

Exhibit 29 - ISO-NE Report of 2024 billing disputes

Exhibit 30 – October 9, 2025 Email from Massachusetts DOER

Exhibit 31 – Workpapers Supporting Direct Cost to BPERC for Overbilling of Phantom Load (Excel format; Material Not Available to Competitive Duty Personnel)

Notice of Complaint

Form of Protective Agreement

Certificate of Service

G. Alternative Dispute Resolution[19]

BPERC followed ISO-NE procedures to dispute the billing adjustments at issue. In addition, as is explained in detail in Exhibit No, 1, the Affidavit of Darlene Fernandez, BPERC made efforts for months to engage with Eversource/NSTAR regarding those issues. BPERC is still continuing those efforts today; however, to ensure no party claims BPERC has in any way slept on its rights, BPERC tenders this complaint within the 20 business day period mandated by ISO-NE policy.

H. Notice (Rule 206(b)(10))

A form of notice suitable for publication in the Federal Register is provided herewith.

I. Request for Fast Track Processing (Rule 206(b)(11))

BPERC does not request fast track processing for the instant Complaint.

J. Service (Rule 206(c))

In accordance with Rule 206(c), a copy of this Complaint has been served on ISO-NE, Eversource and NSTAR.

X. REQUEST FOR PRIVILEGED TREATMENT

BPERC seeks confidential treatment for the following categories of information: (a) personal identifiable information (phone numbers) in email correspondence; (b) account information and related confidential business information; and (c), in an abundance of caution, certain communications made to BPERC representatives by Eversource/NSTAR that may arguably be subject to formal or informal confidentiality claims. In accordance with Commission regulations, both redacted and unredacted copies of this filing are being submitted. Further,

[19] The fact that Section 1.6 of the Markets and Services Tariff does not require a 60-day period of good faith negotiation for this complaint is addressed above.

BPERC has attached hereto a form of protective agreement to be executed by intervenors or other parties seeking access to the confidential version of this complaint and related exhibits.

XI. CONCLUSION

WHEREFORE, for the foregoing reasons, BPERC respectfully requests that the Commission grant the relief requested and direct ISO-NE to nullify the phantom load charges in the SEMA zone that are the subject of this Complaint. BPERC also seeks such other and further relief as the Commission may deem appropriate.

Respectfully submitted,

Mark R. Haskell

Mark R. Haskell
Jane Thomas
Blank Rome LLP
1825 Eye Street, NW
Washington, DC 20006
Tel.: (202) 420-2200
Fax: (202) 379-9027
mark.haskell@blankrome.com
jane.thomas@blankrome.com

Betsy Carr
Senior Counsel
BP America Inc.
201 Helios Way
Houston, TX 77079
Tel.: (832) 619-7294
betsy.carr@bp.com

Counsel for BPERC

Dated: October 14, 2025

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26	September 15, 2025 Denial for August 2024 Flow Request for Billing Adjustment
27	September 15, 2025 Denial for September 2024 Flow Request for Billing Adjustment
28	Massachusetts Department of Energy Resources Instructions for the 2024 RPS/APS/CPS/CES Annual Compliance Filing
29	ISO-NE Report of 2024 billing disputes
30	October 9, 2025 Email from Massachusetts DOER
31	Workpapers Supporting Direct Cost to BPERC for Overbilling of Phantom Load (Excel format; Not Available to Competitive Duty Personnel)

Exhibit 1

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

BP Energy Retail Company LLC Complainant,	)	
v.	)	
ISO New England Inc., Eversource Energy, and NSTAR Electric Company	)	Docket No. EL26-__-000
Respondents.	)	

AFFIDAVIT OF DARLENE FERNANDEZ
ON BEHALF OF BP ENERGY RETAIL COMPANY LLC

1. This affidavit is a part of, and in support of, the above-referenced proceeding (the "Complaint") filed with the Federal Energy Regulatory Commission ("FERC" or "Commission") by BP Energy Retail Company LLC ("BPERC").

2. My name is Darlene Fernandez. I am Billing Manager, Retail Operations, Gas & Power Trading Americas for BPERC. My business address is 201 Helios Way, Houston, Texas 77079.

3. BPERC is a retail energy provider in the state of Massachusetts, providing retail electric service to commercial and industrial customers.

4. As Billing Manager, I am responsible for leading billing operations for BPERC.

5. This affidavit discusses the timeline and information associated with the issues discussed in the above Complaint.

6. In January 2025, BPERC became aware of ISO-NE overbilling in the Northeast Massachusetts ("NEMA") zone for August 2024. The load volumes were overstated compared to BPERC's billed volumes obtained directly from Eversource/NSTAR. Eversource/NSTAR provides the EDI meter data in the month following service to customers.

7. Heather Henderson, Manager of Retail Operations for BPERC, reached out on January 6, 2025 to Eversource supplier support to notify Eversource/NSTAR of the apparent

overbilling for August flow and to seek information pertaining to the discrepancy. *See* Exhibit 2. Eversource acknowledged Ms. Henderson's inquiry on January 6, 2025 but did not substantively respond until May 15, 2025. *See* Exhibit 3.

8. On January 13, 2025, BPERC submitted a Request for Billing Adjustment ("RBA") dispute to Eversource and ISO-NE for overbilling of 35,000 MWh in the NEMA zone for August flow. The dispute was assigned Case #00098865. *See* Exhibit 4.

9. On February 14, 2025, our team submitted an RBA dispute to Eversource and ISO-NE for overbilling of 24,000 MWh in the NEMA zone for September 2024 flow. The dispute was assigned Case #00100168. *See* Exhibit 5. On the same day, we notified Eversource supplier support about the September dispute. *See* Exhibit 6.

10. On March 14, 2025, our team submitted an RBA dispute to Eversource and ISO-NE for overbilling of 20,000 MWh in the NEMA zone for October 2024 flow. The dispute was assigned Case #00101139. *See* Exhibit 7. On the same day, we notified Eversource supplier support about the October dispute. *See* Exhibit 8.

11. Throughout the period from January 2025 through March 2025, BPERC made requests for access to systems permitting the download of supporting data that were not addressed by Eversource personnel. *See* Exhibit 9.

12. On April 10, 2025, our team submitted an RBA dispute to Eversource and ISO-NE for overbilling of 20,000 MWh in the NEMA zone for November 2024 flow. The dispute was assigned Case #00101929. *See* Exhibit 10. On April 13, 2025, we notified Eversource supplier support about the November dispute. *See* Exhibit 11.

13. On May 13, 2025, our team submitted an RBA dispute to Eversource and ISO-NE for overbilling of 11,000 MWh in the NEMA zone for December 2024 flow. The dispute was assigned Case #00102976. *See* Exhibit 12. On the same day, we notified Eversource supplier support about the December dispute. *See* Exhibit 13.

14. On May 13, 2025, I asked Eversource settlements about the overbilling issue and attempted to get an explanation for the discrepancy. Joseph Swift, Eversource Load Settlement Supervisor, responded on May 15, 2025 but did not provide an explanation for the overbilling issue. I requested a meeting to discuss. *See* Exhibit 14. On May 22, 2025, at BPERC's request, the BPERC team had a phone call with Mr. Swift. BPERC shared data from GIS, compared to billed data for August, September and October 2024 and asked Mr. Swift and Eversource to verify the discrepancies identified and to also provide backup for the periods already reconciled for BPERC load assets and to provide any other additional information. *See* Exhibit 15. Mr. Swift acknowledged issues and committed to providing data. No follow-up information was provided.

15. On June 4, 2025, I emailed Mr. Swift for clarification on several specific load assets to see if they were correctly categorized. On June 5, 2025, Mr. Swift responded that he saw one discrepancy. On June 12, 2025, I emailed Mr. Swift to ask how post conversion, due to

the new software system, we could identify which accounts belong to which load assets. *See* Exhibit 16. Another email was sent June 16, 2025 asking for updates. *See* Exhibit 16A.

16. On June 26, 2025, I emailed and asked Mr. Swift for an update from our May 22, 2025 meeting. I asked whether Eversource had completed its analysis of the data from September through December 2024, for the findings and a timeline for when each needed to be completed. *See* Exhibit 17. Ms. Henderson also emailed Mr. Swift on June 26, 205 asking for updates. *See* Exhibit 17A.

17. On August 8, 2025, I emailed Mr. Swift again seeking an update and response about the questioned discrepancies. *See* Exhibit 18.

18. On September 3, 2025 I emailed Mr. Swift again. I let him know that, while we were finally seeing corrections coming through for the NEMA zone, we were seeing an inexplicable significant impact for the Southeast Massachusetts ("SEMA") zone. *See* Exhibit 19. Mr. Swift replied on September 9, 2025 promising an internal follow up. *See* Exhibit 19.

19. On September 5, 2025, Ms. Henderson phoned Mr. Swift to discuss the unexpected volume shift between the NEMA and SEMA zones and to request September 2024 resettlement data. Ms. Henderson followed up with an email to Mr. Swift with load asset details and requested account-level volumes for September 2024 resettlement. *See* Exhibit 20.

20. I followed up with a phone call to Mr. Swift on September 9, 2025. Mr. Swift responded in a September 9, 2025 email that he just received my voicemail and that he and the load settlement team were meeting to discuss/investigate the issue and would get back to me soon. *See* Exhibit 19.

21. On September 12, 2025, I submitted RBA disputes on the 11-month resettlement volumes with Eversource and ISO-NE for overbilling of MWh in the SEMA zone for July through September 2024 flows as follows:

    - July 2024 overstatement of approximately 45,000 MWh – Case # 00106594
    - August 2024 overstatement of approximately 49,000 MWh – Case # 00106595
    - September 2024 overstatement of approximately 47,000 MWh – Case # 00106596

    See Exhibits 21, 22, and 23. To put the amount of this load in context, this represents an amount equivalent to about 20% of BPERC's load during the relevant period.

22. On September 14, 2025, I notified Eversource supplier support and Mr. Swift that BPERC had submitted disputes for the overstated 11-month resettlement volumes for the SEMA zone for the period July – September 2024. I also stated that we agreed with the corrected volumes for the NEMA zone identified in the August and September 2024 resettlement data. *See* Exhibit 24.

23. On September 15, 2025, ISO-NE denied the disputes on the 11-month resettlement volumes. The ISO's transmittals stated that the "ISO Billing Policy does not allow reconciliation due to metering changes after the final settlement. If there are discrepancies after the final settlement, the meter readers and asset owners must resolve them outside of the ISO settlement." *See* Exhibits 25, 26 and 27.

24. On September 26, 2025, after escalating this issue to our BPERC legal teams, I received an email from Colleen Bennett, Manager, Load Settlements & Analysis at Eversource, offering to meet with BPERC business people only in October. On October 2, 2025, representatives for BPERC including Ms. Henderson, Simit Dhawan, End Use Supply, Finance Sr. Mgr, Gas Power & Trading Americas for BPERC, and myself spoke with the Eversource Commercial Team including Ms. Bennett, Sean Lambert, Mr. Swift, and Justin Pelkowski.

25. I understand that the BPERC and Eversource/NSTAR legal teams also discussed the pending issues described in this Affidavit on October 2, 2025.

26. [redacted]

27. On information and belief, BPERC is not the only supplier to have been impacted by Eversource's incorrect load assignments. On the instructions for the 2024 RPS/APS/CPS/CES Annual Compliance Filing by Massachusetts Retail Electricity Suppliers, the Massachusetts Department of Energy Resources ("DOER") notes:

> Eversource East (nee NStar) implemented a new software system which inadvertently assigned the wrong load Asset IDs to some suppliers. Eversource has not yet completed an RBA correction through December 2024 as of the publication of these Instructions. Suppliers should file by July 1 based on the current Load Obligation it received from DOER.
>
> When Eversource East delivers that final load assignment to DOER, DOER will issue a revised Load Obligation and the CY2024 Compliance Filing will have to be updated, if necessary. This is expected to occur no later than September 2024.

See Exhibit No. 28.

28. While BPERC is not aware whether incorrect load assignments are the sole cause, Eversource does have an exceedingly high number of billing disputes for 2024, as shown on the ISO-NE website. *See* Exhibit No. 29.

29. On October 9, 2025, BPERC received a Revised Final Load Obligation from DOER. BPERC's Load Obligation continued to include the load of approximately 150,000 MWh erroneously allocated to the SEMA zone. DOER's notice states that "[a]s noted in the original Load Obligation letter DOER sent to you in May, DOER was aware that Eversource East (NStar) experienced issues during 2024 due to the implementation of a new billing system which inadvertently assigned loads to the wrong retail electricity suppliers and that the CY2024 Load Obligation might be subject to change. Eversource has now completed its Request for Billing Adjustments ("RBA") through December 2024." *See* Exhibit No. 30. [redacted]

30. On information and belief, the direct cost to BPERC for Eversource's overbilling of load is, including fees, in the range of $5,935,672. Data supporting this estimate appears in Exhibit No. 31.

31. If the phantom SEMA load improperly allocated to BPERC is not corrected for purposes of BPERC's compliance with Massachusetts Renewable Portfolio Standard obligations, BPERC will be forced to incur additional costs to cover load it does not serve and which might not even exist. The additional cost to BPERC as a result of the load overbilling for Renewable Portfolio Standard obligations imposed by the Massachusetts DOER is approximately $3,566,372. Calculations supporting this estimate are attached as Exhibit No. 31.

32. This completes my affidavit.

33. I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 14 day of October, 2025

Signature

Darlene Fernandez

Printed Name

Subscribed to and sworn before me
This 14 day of October, 2025

Notary Public: Kelsey Hutchison
#134912120

My Commission expires: May 22, 2028

KELSEY HUTCHISON
Notary ID #134912120
My Commission Expires
May 22, 2028

Exhibit 2

Confidential

From: Henderson, Heather L. <heather.henderson@bp.com>
Sent: Monday, January 6, 2025 10:00 AM
To: SupplierServices <SupplierServices@eversource.com>
Cc: Bruce, Jennifer <jennifer.bruce@bp.com>; Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: Settlement Overbilling Issue

EVERSOURCE IT NOTICE – EXTERNAL EMAIL SENDER **** Don't be quick to click! ****

Do not click on links or attachments if sender is unknown or if the email is unexpected from someone you know, and never provide a user ID or password.
Report suspicious emails by selecting 'Report Phish' or forwarding to SPAMFEEDBACK@EVERSOURCE.COM for analysis by our cyber security team.

Good morning-

We have identified an issue with our settlements that we want to bring to your attention. Since the NStar conversion, there has been overbilling, particularly noticeable in the July and August flow. Eversource appears to be incorrectly reporting volumes to both load assets below, leading to an overbilling of over 30k+ MWhs for August. Could you please confirm if the intent was to consolidate settlements into the 'EDF_BE_NEMA' and 'TRANSCANADA_BECO_NEMA' load assets and discontinue reporting to the 'EDF_COM_NEMA' and 'TRANSCANADA_COM_NEMA' post-conversion? Is this the cause of the discrepancy? As we approach the deadline to submit a dispute, please advise if Eversource is aware of this issue and intends to submit a dispute, or if bpERC will need to proceed to capture the necessary corrections.

Please let me know if you have any questions or require additional information.

August Billed via EDI Data Rcv'd	
Flow Month	Sum of CalendarizedMWh
8	[redacted]
Grand Total	[redacted]

August Resettled Invoice Dated 12.15.2024			
Flow Month	EDF_BE_NEMA	EDF_COM_NEMA	Grand Total
8	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]	[redacted]	[redacted]

August Billed via EDI Data Rcv'd	
Flow Month	Sum of CalendarizedMWh
8	[redacted]
Grand Total	[redacted]

August Resettled Invoice Dated 12.15.2024			
Flow Month	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	Grand Total
8	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]	[redacted]	[redacted]

Thank you,

Heather Henderson

Manager, Retail Operations

bp Energy Retail Company, LLC

[redacted]

heather.henderson@bp.com

Confidential

This electronic message contains information from Eversource Energy or its affiliates that may be confidential, proprietary or otherwise protected from disclosure. The information is intended to be used solely by the recipient(s) named. Any views or opinions expressed in this message are not necessarily those of Eversource Energy or its affiliates. Any disclosure, copying or distribution of this message or the taking of any action based on its contents, other than by the intended recipient for its intended purpose, is strictly prohibited. If you have received this e-mail in error, please notify the sender immediately and delete it from your system. Email transmission cannot be guaranteed to be error-free or secure or free from viruses, and Eversource Energy disclaims all liability for any resulting damage, errors, or omissions.

Exhibit 3

Confidential

From: SupplierServices <SupplierServices@eversource.com>
Sent: Monday, January 6, 2025 12:05 PM
To: Henderson, Heather L. <heather.henderson@bp.com>; SupplierServicesEMA <SupplierServicesEMA@eversource.com>
Cc: Bruce, Jennifer <jennifer.bruce@bp.com>; Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: RE: Settlement Overbilling Issue

Hi Heather,

I am looping in @SupplierServicesEMA to better assist.

Good afternoon, EMA Team,

Can you please assist Heather with the below inquiry?

Thank you,

Matthew

Electric Energy Supplier Services | Eversource CT & Eversource Western MA

107 Selden Street

Berlin, CT 06037

SupplierServices@eversource.com

Exhibit 4

ISO New England
RBA Form for Meter Data Errors

Date: 01.13.2025

Section 1: Submitting Party Information

Participant Name: BP Energy Retail Company LLC.
Participant ID: [redacted]

Contact Name: Darlene Fernandez
Raj Chintapalli
Email: darlene.fernandez@bp.com
Raj.Chintapalli@bp.com
Phone Number: [redacted]

Section 2: Meter Data Errors Information

Data Type: [X] Hourly Meter Values [ ] Hourly Meter Values & Peak Contribution Values [ ] Peak Contributions Values

Nature of issues triggering RBA: A significant discrepancy between the volumes reported by Eversource for settlements and the EDI data received for invoicing, leading to overbilling of more than 1,000 MWh per asset over a calendar month.

Affected Calendar Month and Dates: August 2024

Asset ID Number(s) triggering the RBA: [redacted]

Asset information (select the asset type, designation and provide Metering Domain numbers below)

[X] Load	[ ] Generator	[ ] Tie Line*
[X] Profiled Load [ ] Directly Metered	[ ] Directly Metered	[ ] Directly Metered
Metering Domain #: 6	Metering Domain #:	Monitor Metering Domain #:
		Receiver Metering Domain #:

Note: If multiple assets in the same metering domain meet eligibility criteria, submit one form per metering domain.

Section 3: Eligibility Requirements per Section III.3.8 of Market Rule 1

[ ] Error identified during data reconciliation process (DRP) and informed ISO-NE during the DRP by submitting Ask ISO #
[X] Meets single asset threshold requirement for Hourly Meter Values
[ ] Meets single asset threshold requirement for Peak Contribution Value

Section 4: Reporting Requirements

Host Participant: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: NSTARLoadSettlement@eversource.com — Phone #: [redacted]

Lead Participant: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Lead Load Asset Owner: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Assigned Meter Reader: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: SupplierServices@eversource.com — Phone #: [redacted]

ISO-NE CONFIDENTIAL
(Completed Form)

ISO New England
RBA Form for Meter Data Errors

* Refer to Manual 28, Section 6.2.1 (2) (b) for details regarding consenting e-mail requirements on revised Tie-Line Asset values.

Send completed form directly to the ISO Participant Support and Solutions (through the Ask ISO participant support system). Refer to the Section III.3.8 of Market Rule 1 for additional details.

Exhibit 5

ISO New England
RBA Form for Meter Data Errors

Date: 02.14.2025

Section 1: Submitting Party Information

Participant Name:	BP Energy Retail Company LLC.			Participant ID:	[redacted]
Contact Name:	Darlene Fernandez Raj Chintapalli	Email:	darlene.fernandez@bp.com Raj.Chintapalli@bp.com	Phone Number:	[redacted]

Section 2: Meter Data Errors Information

Data Type: [X] Hourly Meter Values [ ] Hourly Meter Values & Peak Contribution Values [ ] Peak Contributions Values

Nature of issues triggering RBA: A significant discrepancy between the volumes reported by Eversource for settlements and the EDI data received for invoicing, leading to overbilling of more than 1,000 MWh per asset over a calendar month.

Affected Calendar Month and Dates: September 2024

Asset ID Number(s) triggering the RBA: [redacted]

Asset information (select the asset type, designation and provide Metering Domain numbers below)

[X] Load	[ ] Generator	[ ] Tie Line*
[X] Profiled Load [ ] Directly Metered	[ ] Directly Metered	[ ] Directly Metered
Metering Domain #: 6	Metering Domain #:	Monitor Metering Domain #: Receiver Metering Domain #:

Note: If multiple assets in the same metering domain meet eligibility criteria, submit one form per metering domain.

Section 3: Eligibility Requirements per Section III.3.8 of Market Rule 1

[ ] Error identified during data reconciliation process (DRP) and informed ISO-NE during the DRP by submitting Ask ISO #

[X] Meets single asset threshold requirement for Hourly Meter Values

[ ] Meets single asset threshold requirement for Peak Contribution Value

Section 4: Reporting Requirements

Host Participant:	NSTAR Electric Company			Participant ID#:	[redacted]
Contact Person:	N/A	Email:	NSTARLoadSettlement@eversource.com	Phone #:	[redacted]
Lead Participant:	BP Energy Retail Company LLC			Participant ID#:	[redacted]
Contact Person:	Raj Chintapalli	Email:	Raj.Chintapalli@bp.com	Phone #:	[redacted]
Lead Load Asset Owner:	BP Energy Retail Company LLC			Participant ID#:	[redacted]
Contact Person:	Raj Chintapalli	Email:	Raj.Chintapalli@bp.com	Phone #:	[redacted]
Assigned Meter Reader:	NSTAR Electric Company			Participant ID#:	[redacted]
Contact Person:	N/A	Email:	SupplierServices@eversource.com	Phone #:	[redacted]

ISO-NE CONFIDENTIAL
(Completed Form)

ISO New England
RBA Form for Meter Data Errors

* Refer to Manual 28, Section 6.2.1 (2) (b) for details regarding consenting e-mail requirements on revised Tie-Line Asset values.

Send completed form directly to the ISO Participant Support and Solutions (through the Ask ISO participant support system). Refer to the Section III.3.8 of Market Rule 1 for additional details.

Exhibit 6

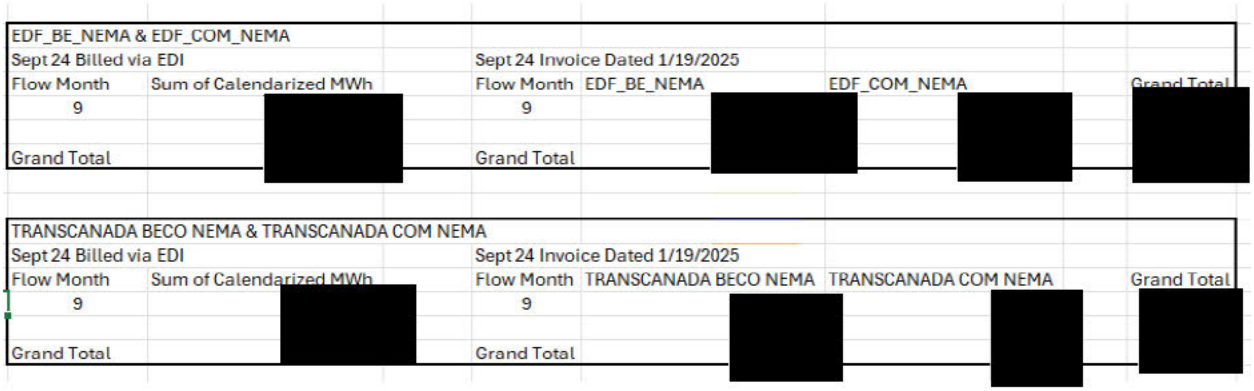
Confidential

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Friday, February 14, 2025 3:24 PM
To: SupplierServicesEMA <SupplierServicesEMA@eversource.com>
Cc: Fernandez, Darlene <darlene.fernandez@bp.com>; Bruce, Jennifer <jennifer.bruce@bp.com>; Henderson, Heather L. <heather.henderson@bp.com>
Subject: Settlement Overbilling Issue - Sept 2024

Good afternoon,

We have identified an issue with our settlements that we want to bring to your attention. Eversource appears to be incorrectly reporting volumes to both load assets below, leading to an overbilling of over 24k+ MWhs for September. Could you please confirm if the intent was to consolidate settlements into the 'EDF_BE_NEMA' and 'TRANSCANADA_BECO_NEMA' load assets and discontinue reporting to the 'EDF_COM_NEMA' and 'TRANSCANADA_COM_NEMA' post-conversion? Is this the cause of the discrepancy? BpERC's intention is to submit a dispute with the ISO and wanted to inform the utility of the dispute and provide the necessary information.

Please let me know if you have any questions or require additional information.



EDF_BE_NEMA & EDF_COM_NEMA					
Sept 24 Billed via EDI		Sept 24 Invoice Dated 1/19/2025			
Flow Month	Sum of Calendarized MWh	Flow Month	EDF_BE_NEMA	EDF_COM_NEMA	Grand Total
9	[redacted]	9	[redacted]	[redacted]	[redacted]
Grand Total		Grand Total			

TRANSCANADA BECO NEMA & TRANSCANADA COM NEMA					
Sept 24 Billed via EDI		Sept 24 Invoice Dated 1/19/2025			
Flow Month	Sum of Calendarized MWh	Flow Month	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	Grand Total
9	[redacted]	9	[redacted]	[redacted]	[redacted]
Grand Total		Grand Total			

Thank you,

Darlene Fernandez

Manager, Supply, Trading & Shipping - Retail Operations

bp Energy Retail Company, LLC

darlene.fernandez@bp.com



Exhibit 7

ISO New England
RBA Form for Meter Data Errors

Date: 03.14.2025

Section 1: Submitting Party Information

Participant Name:	BP Energy Retail Company LLC.			Participant ID:	[redacted]
Contact Name:	Darlene Fernandez Raj Chintapalli	Email:	darlene.fernandez@bp.com Raj.Chintapalli@bp.com	Phone Number:	[redacted]

Section 2: Meter Data Errors Information

Data Type: [X] Hourly Meter Values [ ] Hourly Meter Values & Peak Contribution Values [ ] Peak Contributions Values

Nature of issues triggering RBA: A significant discrepancy between the volumes reported by Eversource for settlements and the EDI data received for invoicing, leading to overbilling of more than 1,000 MWh per asset over a calendar month.

Affected Calendar Month and Dates: October 2024

Asset ID Number(s) triggering the RBA: [redacted]

Asset information (select the asset type, designation and provide Metering Domain numbers below)

[X] Load	[ ] Generator	[ ] Tie Line*
[X] Profiled Load [ ] Directly Metered	[ ] Directly Metered	[ ] Directly Metered
Metering Domain #: 6	Metering Domain #:	Monitor Metering Domain #: Receiver Metering Domain #:

Note: If multiple assets in the same metering domain meet eligibility criteria, submit one form per metering domain.

Section 3: Eligibility Requirements per Section III.3.8 of Market Rule 1

[ ] Error identified during data reconciliation process (DRP) and informed ISO-NE during the DRP by submitting Ask ISO #

[X] Meets single asset threshold requirement for Hourly Meter Values

[ ] Meets single asset threshold requirement for Peak Contribution Value

Section 4: Reporting Requirements

Host Participant:	NSTAR Electric Company			Participant ID#:	[redacted]
Contact Person:	N/A	Email:	NSTARLoadSettlement@eversource.com	Phone #:	[redacted]
Lead Participant:	BP Energy Retail Company LLC			Participant ID#:	[redacted]
Contact Person:	Raj Chintapalli	Email:	Raj.Chintapalli@bp.com	Phone #:	[redacted]
Lead Load Asset Owner:	BP Energy Retail Company LLC			Participant ID#:	[redacted]
Contact Person:	Raj Chintapalli	Email:	Raj.Chintapalli@bp.com	Phone #:	[redacted]
Assigned Meter Reader:	NSTAR Electric Company			Participant ID#:	[redacted]
Contact Person:	N/A	Email:	SupplierServices@eversource.com	Phone #:	[redacted]

ISO-NE CONFIDENTIAL
(Completed Form)

ISO New England
RBA Form for Meter Data Errors

* Refer to Manual 28, Section 6.2.1 (2) (b) for details regarding consenting e-mail requirements on revised Tie-Line Asset values.

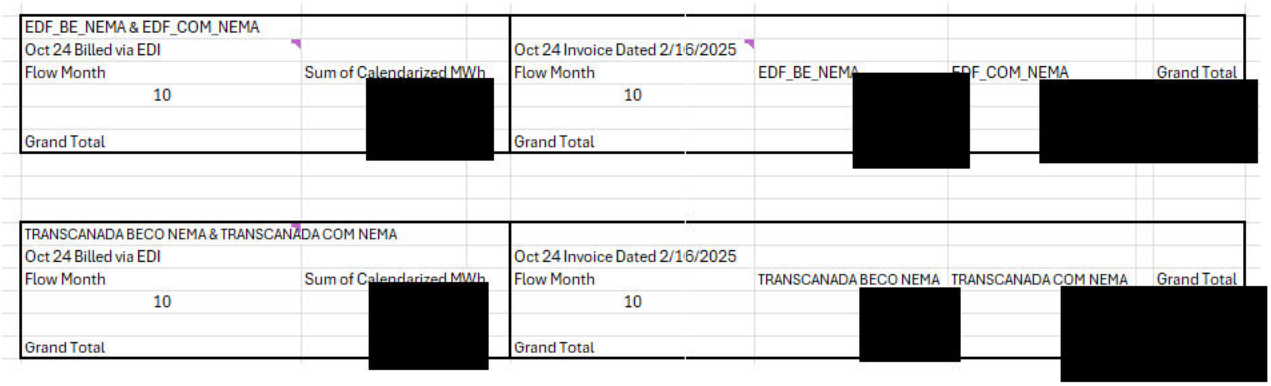
Send completed form directly to the ISO Participant Support and Solutions (through the Ask ISO participant support system). Refer to the Section III.3.8 of Market Rule 1 for additional details.

Exhibit 8

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Friday, March 14, 2025 2:10 PM
To: 'SupplierServicesEMA'; 'SupplierServices'
Cc: Fernandez, Darlene; Henderson, Heather L.; Bruce, Jennifer
Subject: Settlement Overbilling Issue - Oct 2024

We have identified an issue with our settlements that we want to bring to your attention. Eversource appears to be incorrectly reporting volumes to both load assets below, leading to an overbilling of over 20k+ MWhs for October. Could you please confirm if the intent was to consolidate settlements into the 'EDF_BE_NEMA' and 'TRANSCANADA_BECO_NEMA' load assets and discontinue reporting to the 'EDF_COM_NEMA' and 'TRANSCANADA_COM_NEMA' post-conversion? Is this the cause of the discrepancy? BpERC's intention is to submit a dispute with the ISO and wanted to inform the utility of the dispute and provide the necessary information.

Please let me know if you have any questions or require additional information.



EDF_BE_NEMA & EDF_COM_NEMA	
Oct 24 Billed via EDI	
Flow Month	Sum of Calendarized MWh
10	[redacted]
Grand Total	

Oct 24 Invoice Dated 2/16/2025			
Flow Month	EDF_BE_NEMA	EDF_COM_NEMA	Grand Total
10	[redacted]	[redacted]	
Grand Total			

TRANSCANADA BECO NEMA & TRANSCANADA COM NEMA	
Oct 24 Billed via EDI	
Flow Month	Sum of Calendarized MWh
10	[redacted]
Grand Total	

Oct 24 Invoice Dated 2/16/2025			
Flow Month	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	Grand Total
10	[redacted]	[redacted]	
Grand Total			

Thank you,

Darlene Fernandez
Manager, Supply, Trading & Shipping - Retail Operations
bp Energy Retail Company, LLC
darlene.fernandez@bp.com

Reimagining energy

Exhibit 9

From: Henderson, Heather L. <heather.henderson@bp.com>
Sent: Friday, March 21, 2025 7:12 AM
To: Chintapalli, Raj <Raj.Chintapalli@bp.com>; ITInfosys_CSS_EDI@eversource.com
Cc: Almazan, Michelle <Michelle.Almazan@bp.com>; LSettlement@eversource.com; Fernandez, Darlene <darlene.fernandez@bp.com>; SupplierServicesEMA@eversource.com; Zaiken, Zachary <zachary.zaiken@bp.com>
Subject: RE: BPERC: STP Folder: Hourly Load files

Good morning-

I wanted to follow up on the request below for access to the FTP for hourly data. If there is another group I should send this request to, kindly advise.

Thank you so much!

Heather

From: Henderson, Heather L. <heather.henderson@bp.com>
Sent: Thursday, February 20, 2025 2:25 PM
To: Chintapalli, Raj <Raj.Chintapalli@bp.com>; ITInfosys_CSS_EDI@eversource.com
Cc: Almazan, Michelle <Michelle.Almazan@bp.com>; LSettlement@eversource.com; Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: RE: BPERC: STP Folder: Hourly Load files

Good afternoon,

I wanted to follow up on the email below. I would like to request access to the folder to download hourly data, if possible. Please let me know if you have any questions or need additional information.

Thank you,

Heather

From: Chintapalli, Raj <Raj.Chintapalli@bp.com>
Sent: Friday, January 3, 2025 1:38 PM
To: ITInfosys_CSS_EDI@eversource.com
Cc: Almazan, Michelle <Michelle.Almazan@bp.com>; LSettlement@eversource.com; Henderson, Heather L. <heather.henderson@bp.com>
Subject: BPERC: STP Folder: Hourly Load files

Hello,

Can you please let me know who in BPERC(BP Energy Retail Company f/k/a EDF Energy Services) has access to the STP folder to download hourly data reported to ISONE.

Let me know if you have any questions.

Best,

Raj Chintapalli

BP Energy Company: Office: [redacted]: Mobile: [redacted]

Exhibit 10

ISO New England
RBA Form for Meter Data Errors

Date: 04.10.2025

Section 1: Submitting Party Information

Participant Name: BP Energy Retail Company LLC.
Participant ID: [redacted]

Contact Name: Darlene Fernandez
Raj Chintapalli
Email: darlene.fernandez@bp.com
Raj.Chintapalli@bp.com
Phone Number: [redacted]

Section 2: Meter Data Errors Information

Data Type: [X] Hourly Meter Values [ ] Hourly Meter Values & Peak Contribution Values [ ] Peak Contributions Values

Nature of issues triggering RBA: A significant discrepancy between the volumes reported by Eversource for settlements and the EDI data received for invoicing, leading to overbilling of more than 1,000 MWh per asset over a calendar month.

Affected Calendar Month and Dates: November 2024

Asset ID Number(s) triggering the RBA: [redacted]

Asset information (select the asset type, designation and provide Metering Domain numbers below)

[X] Load	[ ] Generator	[ ] Tie Line*
[X] Profiled Load [ ] Directly Metered	[ ] Directly Metered	[ ] Directly Metered
Metering Domain #: 6	Metering Domain #:	Monitor Metering Domain #:
		Receiver Metering Domain #:

Note: If multiple assets in the same metering domain meet eligibility criteria, submit one form per metering domain.

Section 3: Eligibility Requirements per Section III.3.8 of Market Rule 1

[ ] Error identified during data reconciliation process (DRP) and informed ISO-NE during the DRP by submitting Ask ISO #
[X] Meets single asset threshold requirement for Hourly Meter Values
[ ] Meets single asset threshold requirement for Peak Contribution Value

Section 4: Reporting Requirements

Host Participant: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: NSTARLoadSettlement@eversource.com — Phone #: [redacted]

Lead Participant: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Lead Load Asset Owner: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Assigned Meter Reader: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: SupplierServices@eversource.com — Phone #: [redacted]

ISO-NE CONFIDENTIAL
(Completed Form)

ISO New England
RBA Form for Meter Data Errors

* Refer to Manual 28, Section 6.2.1 (2) (b) for details regarding consenting e-mail requirements on revised Tie-Line Asset values.

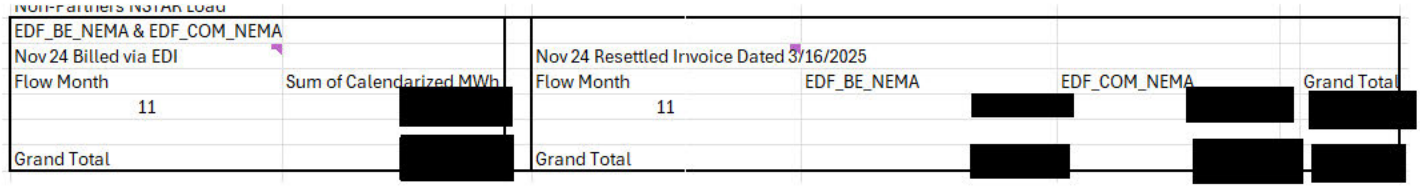
Send completed form directly to the ISO Participant Support and Solutions (through the Ask ISO participant support system). Refer to the Section III.3.8 of Market Rule 1 for additional details.

Exhibit 11

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Sunday, April 13, 2025 5:25 AM
To: 'SupplierServicesEMA'; 'SupplierServices'
Cc: Fernandez, Darlene; Bruce, Jennifer
Subject: Settlement Overbilling Issue - NOV 2024

We have identified an issue with our settlements that we want to bring to your attention. Eversource appears to be incorrectly reporting volumes to both load assets below, leading to an overbilling of over 20k+ MWhs for October. Could you please confirm if the intent was to consolidate settlements into the 'EDF_BE_NEMA' and 'TRANSCANADA_BECO_NEMA' load assets and discontinue reporting to the 'EDF_COM_NEMA' and 'TRANSCANADA_COM_NEMA' post-conversion? Is this the cause of the discrepancy? BpERC's intention is to submit a dispute with the ISO and wanted to inform the utility of the dispute and provide the necessary information.

Please let me know if you have any questions or require additional information.



EDF_BE_NEMA & EDF_COM_NEMA			Nov 24 Resettled Invoice Dated 3/16/2025			
Nov 24 Billed via EDI						
Flow Month	Sum of Calendarized MWh		Flow Month	EDF_BE_NEMA	EDF_COM_NEMA	Grand Total
11	[redacted]		11	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]		Grand Total	[redacted]	[redacted]	[redacted]

TRANSCANADA BECO NEMA & TRANSCANADA COM NEMA			Nov 24 Resettled Invoice Dated 3/16/2025			
Nov 24 Billed via EDI						
Flow Month	Sum of Calendarized MWh		Flow Month	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	Grand Total
11	[redacted]		11	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]		Grand Total	[redacted]	[redacted]	[redacted]

Regards,

Darlene Fernandez
Manager, Supply, Trading & Shipping - Retail Operations
bp Energy Retail Company, LLC
darlene.fernandez@bp.com

Reimagining energy

Exhibit 12

ISO New England
RBA Form for Meter Data Errors

Date: 05.13.2025

Section 1: Submitting Party Information

Participant Name: BP Energy Retail Company LLC.
Participant ID: [redacted]

Contact Name: Darlene Fernandez
Raj Chintapalli
Email: darlene.fernandez@bp.com
Raj.Chintapalli@bp.com
Phone Number: [redacted]

Section 2: Meter Data Errors Information

Data Type: [X] Hourly Meter Values [ ] Hourly Meter Values & Peak Contribution Values [ ] Peak Contributions Values

Nature of issues triggering RBA: A significant discrepancy between the volumes reported by Eversource for settlements and the EDI data received for invoicing, leading to overbilling of more than 1,000 MWh per asset over a calendar month.

Affected Calendar Month and Dates: December 2024

Asset ID Number(s) triggering the RBA: [redacted]

Asset information (select the asset type, designation and provide Metering Domain numbers below)

[X] Load	[ ] Generator	[ ] Tie Line*
[X] Profiled Load [ ] Directly Metered	[ ] Directly Metered	[ ] Directly Metered
Metering Domain #: 6	Metering Domain #:	Monitor Metering Domain #:
		Receiver Metering Domain #:

Note: If multiple assets in the same metering domain meet eligibility criteria, submit one form per metering domain.

Section 3: Eligibility Requirements per Section III.3.8 of Market Rule 1

[ ] Error identified during data reconciliation process (DRP) and informed ISO-NE during the DRP by submitting Ask ISO #
[X] Meets single asset threshold requirement for Hourly Meter Values
[ ] Meets single asset threshold requirement for Peak Contribution Value

Section 4: Reporting Requirements

Host Participant: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: NSTARLoadSettlement@eversource.com — Phone #: [redacted]

Lead Participant: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Lead Load Asset Owner: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Assigned Meter Reader: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: SupplierServices@eversource.com — Phone #: [redacted]

ISO-NE CONFIDENTIAL
(Completed Form)

ISO New England
RBA Form for Meter Data Errors

* Refer to Manual 28, Section 6.2.1 (2) (b) for details regarding consenting e-mail requirements on revised Tie-Line Asset values.

Send completed form directly to the ISO Participant Support and Solutions (through the Ask ISO participant support system). Refer to the Section III.3.8 of Market Rule 1 for additional details.

Exhibit 13

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Thursday, May 15, 2025 10:17 AM
To: Swift, Joseph R
Cc: SupplierServicesEMA; Bennett, Colleen E; Fernandez, Darlene
Subject: RE: Settlement Overbilling Issue - Dec 2024

If we can setup a meeting to discuss, please let me know if you are available for time to discuss. I appreciate your response. I am out of the office next week, but let me know your availability this week or the week after and I will make sure we can accommodate a meeting.

From: Swift, Joseph R <joseph.swift@eversource.com>
Sent: Thursday, May 15, 2025 9:01 AM
To: Fernandez, Darlene <darlene.fernandez@bp.com>
Cc: SupplierServicesEMA <SupplierServicesEMA@eversource.com>; Bennett, Colleen E <colleen.bennett@eversource.com>
Subject: RE: Settlement Overbilling Issue - Dec 2024

> You don't often get email from joseph.swift@eversource.com. Learn why this is important

HI Darlene,

'EDF_BE_NEMA' and 'TRANSCANADA_BECO_NEMA' load assets are both located in the BECO-NEMA NODE (6) metering domain and EDF_COM_NEMA' and 'TRANSCANADA_COM_NEMA' are located in the COMELEC – NEMA NODE (8002) metering domain. Because these are two different metering domains, load can not be consolidated as you described (from one metering domain into another).

I'll be glad to chat further if you have any questions; feel free to call or we can set up a meeting to discuss.

Thank you. Joe

Joseph Swift
Supervisor, Load Settlement
Eversource Energy
107 Selden Street
Berlin, CT 06037
[redacted] (office)
[redacted] (cell)

From: SupplierServicesEMA <SupplierServicesEMA@eversource.com>
Sent: Tuesday, May 13, 2025 3:53 PM
To: LSettlement <LSettlement@eversource.com>
Cc: SupplierServicesEMA <SupplierServicesEMA@eversource.com>
Subject: Fw: Settlement Overbilling Issue - Dec 2024

Good afternoon,

Can you please advise on the inquiry below?

Best,

Eversource EMA Supplier Services Team

247 Station Dr. Westwood, MA 02090

Please send any inquiries concerning this email to *SupplierServicesEMA@eversource.com* only. Internal inboxes (SUPP_TOU; Billing & Rates) are for internal usage only. Inquiries received to internal inboxes will be deleted with no response.

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Tuesday, May 13, 2025 3:39 PM
To: SupplierServicesEMA <SupplierServicesEMA@eversource.com>; SupplierServices <SupplierServices@eversource.com>
Cc: Fernandez, Darlene <darlene.fernandez@bp.com>; Bruce, Jennifer <jennifer.bruce@bp.com>
Subject: Settlement Overbilling Issue - Dec 2024

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Report suspicious emails by selecting 'Report Phish' or forwarding to SPAMFEEDBACK@EVERSOURCE.COM for analysis by our cyber security team.

We have identified an issue with our settlements that we want to bring to your attention. Eversource appears to be incorrectly reporting volumes to both load assets below, leading to an overbilling of over 11k+ MWhs for December. Could you please confirm if the intent was to consolidate settlements into the 'EDF_BE_NEMA' and 'TRANSCANADA_BECO_NEMA' load assets and discontinue reporting to the 'EDF_COM_NEMA' and 'TRANSCANADA_COM_NEMA' post-conversion? Is this the cause of the discrepancy? BpERC's intention is to submit a dispute with the ISO and wanted to inform the utility of the dispute and provide the necessary information.

Please let me know if you have any questions or require additional information.

Non-Partners NSTAR Load

EDF_BE_NEMA & EDF_COM_NEMA					
Dec 24 Billed via EDI			Dec 24 Resettled Invoice Dated 4/13/2025		
Flow Month	Sum of Calendarized MWh		Flow Month	EDF_BE_NEMA	EDF_COM_NEMA	Grand Total
12	[redacted]		12	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]		Grand Total	[redacted]	[redacted]	[redacted]

Partners NSTAR Load

TRANSCANADA BECO NEMA & TRANSCANADA COM NEMA					
Dec 24 Billed via EDI			Dec 24 Resettled Invoice Dated 4/13/2025		
Flow Month	Sum of Calendarized MWh		Flow Month	TRANSCANADA BECO NE	TRANSCANADA COM NEMA	Grand Total
12	[redacted]		12	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]		Grand Total	[redacted]	[redacted]	[redacted]

Regards,

Darlene Fernandez
Manager, Supply, Trading & Shipping - Retail Operations
bp Energy Retail Company, LLC
darlene.fernandez@bp.com

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Exhibit 14

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Thursday, May 15, 2025 10:17 AM
To: Swift, Joseph R
Cc: SupplierServicesEMA; Bennett, Colleen E; Fernandez, Darlene
Subject: RE: Settlement Overbilling Issue - Dec 2024

If we can setup a meeting to discuss, please let me know if you are available for time to discuss. I appreciate your response. I am out of the office next week, but let me know your availability this week or the week after and I will make sure we can accommodate a meeting.

From: Swift, Joseph R <joseph.swift@eversource.com>
Sent: Thursday, May 15, 2025 9:01 AM
To: Fernandez, Darlene <darlene.fernandez@bp.com>
Cc: SupplierServicesEMA <SupplierServicesEMA@eversource.com>; Bennett, Colleen E <colleen.bennett@eversource.com>
Subject: RE: Settlement Overbilling Issue - Dec 2024

> You don't often get email from joseph.swift@eversource.com. Learn why this is important

HI Darlene,

'EDF_BE_NEMA' and 'TRANSCANADA_BECO_NEMA' load assets are both located in the BECO-NEMA NODE (6) metering domain and EDF_COM_NEMA' and 'TRANSCANADA_COM_NEMA' are located in the COMELEC – NEMA NODE (8002) metering domain. Because these are two different metering domains, load can not be consolidated as you described (from one metering domain into another).

I'll be glad to chat further if you have any questions; feel free to call or we can set up a meeting to discuss.

Thank you. Joe

Joseph Swift
Supervisor, Load Settlement
Eversource Energy
107 Selden Street
Berlin, CT 06037
[redacted] (office)
(cell)

From: SupplierServicesEMA <SupplierServicesEMA@eversource.com>
Sent: Tuesday, May 13, 2025 3:53 PM
To: LSettlement <LSettlement@eversource.com>
Cc: SupplierServicesEMA <SupplierServicesEMA@eversource.com>
Subject: Fw: Settlement Overbilling Issue - Dec 2024

Good afternoon,

Can you please advise on the inquiry below?

Best,

Eversource EMA Supplier Services Team

247 Station Dr. Westwood, MA 02090

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From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Tuesday, May 13, 2025 3:39 PM
To: SupplierServicesEMA <SupplierServicesEMA@eversource.com>; SupplierServices <SupplierServices@eversource.com>
Cc: Fernandez, Darlene <darlene.fernandez@bp.com>; Bruce, Jennifer <jennifer.bruce@bp.com>
Subject: Settlement Overbilling Issue - Dec 2024

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We have identified an issue with our settlements that we want to bring to your attention. Eversource appears to be incorrectly reporting volumes to both load assets below, leading to an overbilling of over 11k+ MWhs for December. Could you please confirm if the intent was to consolidate settlements into the 'EDF_BE_NEMA' and 'TRANSCANADA_BECO_NEMA' load assets and discontinue reporting to the 'EDF_COM_NEMA' and 'TRANSCANADA_COM_NEMA' post-conversion? Is this the cause of the discrepancy? BpERC's intention is to submit a dispute with the ISO and wanted to inform the utility of the dispute and provide the necessary information.

Please let me know if you have any questions or require additional information.

Non-Partners NSTAR Load

EDF_BE_NEMA & EDF_COM_NEMA	
Dec 24 Billed via EDI	
Flow Month	Sum of Calendarized MWh
12	[redacted]
Grand Total	[redacted]

Dec 24 Resettled Invoice Dated 4/13/2025			
Flow Month	EDF_BE_NEMA	EDF_COM_NEMA	Grand Total
12	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]	[redacted]	[redacted]

Partners NSTAR Load

TRANSCANADA BECO NEMA & TRANSCANADA COM NEMA	
Dec 24 Billed via EDI	
Flow Month	Sum of Calendarized MWh
12	[redacted]
Grand Total	[redacted]

Dec 24 Resettled Invoice Dated 4/13/2025			
Flow Month	TRANSCANADA BECO NEI	TRANSCANADA COM NEMA	Grand Total
12	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]	[redacted]	[redacted]

Regards,

Darlene Fernandez
Manager, Supply, Trading & Shipping - Retail Operations
bp Energy Retail Company, LLC
darlene.fernandez@bp.com

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Exhibit 15

Confidential

From: Henderson, Heather L. <heather.henderson@bp.com>
Sent: Thursday, May 22, 2025 5:07 PM
To: 'joseph.swift@eversource.com' <joseph.swift@eversource.com>
Cc: Dhawan, Simit <Simit.Dhawan@bp.com>; Melesius, Agne <agne.melesius@bp.com>; Schneck, Todd <todd.schneck@bp.com>; Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: Re: RPS Reporting Next Steps Recap

Hi Joseph,

Thank you again for your time today. As discussed, I've attached the file that Todd presented during our call. Todd's file includes the Massachusetts data he pulled from GIS, compared against our billed data for the same periods.

Follow Up Items:

- Joseph/Eversource team to verify whether the discrepancies bp identified align with their records to be included in the RBA submission (bp load assets below).
- Joseph/Eversource team to provide backup for the periods that have already been reconciled for bp load assets that will be submitted to ISONE.
- Any additional information you're able to share following your call today.

BP Load Assets for Review:

LOAD ASSET NAME	Asset ID
TRANSCANADA BECO SEMA	[redacted]
TRANSCANADA BECO NEMA	[redacted]
TRANSCANADA COM NEMA	[redacted]
TRANSCANADA COM SEMA	[redacted]
WMECOMALOAD	[redacted]
EDF_PSNH_LOAD	[redacted]

EDF_COM_SEMA	[redacted]
EDF_BE_NEMA	[redacted]
EDF_BE_SEMA	[redacted]
EDF_COM_NEMA	[redacted]
CLPCTLOAD	[redacted]
WMECOMAPARTLOAD	[redacted]

Below is a summary of the volumes included in our disputes for August through October periods.

Load Assets Included in the disputes:

Billed Volume - August	Settled Volume		
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - September	Settled Volume		
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	

[redacted]

Billed Volume - October	Settled Volume		
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

We're looking forward to continuing the discussion during our call next week to review the settlement disputes.

Have a great holiday weekend if we don't connect before then.

Thank you,

Heather Henderson

Manager, Retail Operations

bp Energy Retail Company, LLC

O: [redacted] | M: [redacted]

heather.henderson@bp.com

Reimagining energy

Exhibit 16

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Thursday, June 12, 2025 4:06 PM
To: Swift, Joseph R
Cc: Henderson, Heather L.; Fernandez, Darlene
Subject: RE: Re: RPS Reporting Next Steps Recap

Hi Joseph,

Thank you for providing the details. I hope you're doing well. I have a few more questions for you, and I'm hoping you can help us with them.

Post-conversion, how do we identify which accounts belong to which load asset for NStar? Should we go by county, zip code, or some other information to determine this from a billing perspective?

Additionally, was your team able to get us access to that FTP file that provides the account information? Perhaps that file could be a better way to split the accounts.

Were you able to pull the data for the reconciled periods that have yet to be submitted to ISONE? We were hoping to review this data to ensure everything is in order.

Thank you for your assistance, Joseph. I look forward to your response.

Best regards,
Darlene Fernandez

From: Swift, Joseph R <joseph.swift@eversource.com>
Sent: Thursday, June 5, 2025 10:39 AM
To: Fernandez, Darlene <darlene.fernandez@bp.com>
Cc: Henderson, Heather L. <heather.henderson@bp.com>
Subject: RE: Re: RPS Reporting Next Steps Recap

Hi Darlene, I see one discrepancy with the last account.

[redacted]	TRANSCANADA BECO NEMA

74016075223918128 77 (Confirmed Asset [redacted]

[redacted]	EDF_BE_NEMA

74011722233918383 55 (Confirmed Asset [redacted]
74016058633917810 57 (Confirmed Asset [redacted]
74003943144921652 37 (Asset [redacted]

Joe

Joseph Swift
Supervisor, Load Settlement
Eversource Energy

107 Selden Street
Berlin, CT 06037
[redacted] (office)
(cell)

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Wednesday, June 4, 2025 7:05 PM
To: Swift, Joseph R <joseph.swift@eversource.com>
Cc: Henderson, Heather L. <heather.henderson@bp.com>; Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: RE: Re: RPS Reporting Next Steps Recap

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Do not click on links or attachments if sender is unknown or if the email is unexpected from someone you know, and never provide a user ID or password.
Report suspicious emails by selecting 'Report Phish' or forwarding to SPAMFEEDBACK@EVERSOURCE.COM for analysis by our cyber security team.

Good afternoon,

Joseph I have several accounts that I pulled for you to review for us, we want to see if you are seeing them in the correct load asset and are bucketed correctly when sent to the ISO:

[redacted]	TRANSCANADA BECO NEMA

740160752239181287 7

[redacted]	EDF_BE_NEMA

740117222339183835 5
740160586339178105 7
740039431449216523 7

Please let us know if you have any questions.

I appreciate all your help,

Confidential

From: Henderson, Heather L. <heather.henderson@bp.com>
Sent: Thursday, May 22, 2025 5:07 PM
To: 'joseph.swift@eversource.com' <joseph.swift@eversource.com>
Cc: Dhawan, Simit <Simit.Dhawan@bp.com>; Melesius, Agne <agne.melesius@bp.com>; Schneck, Todd <todd.schneck@bp.com>; Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: Re: RPS Reporting Next Steps Recap

Hi Joseph,

Thank you again for your time today. As discussed, I've attached the file that Todd presented during our call. Todd's file includes the Massachusetts data he pulled from GIS, compared against our billed data for the same periods.

Follow Up Items:

- Joseph/Eversource team to verify whether the discrepancies bp identified align with their records to be included in the RBA submission (bp load assets below).
- Joseph/Eversource team to provide backup for the periods that have already been reconciled for bp load assets that will be submitted to ISONE.
- Any additional information you're able to share following your call today.

BP Load Assets for Review:

LOAD ASSET NAME	Asset ID
TRANSCANADA BECO SEMA	[redacted]
TRANSCANADA BECO NEMA	[redacted]
TRANSCANADA COM NEMA	[redacted]
TRANSCANADA COM SEMA	[redacted]
WMECOMALOAD	[redacted]
EDF_PSNH_LOAD	[redacted]
EDF_COM_SEMA	[redacted]
EDF_BE_NEMA	[redacted]
EDF_BE_SEMA	[redacted]
EDF_COM_NEMA	[redacted]
CLPCTLOAD	[redacted]
WMECOMAPARTLOAD	[redacted]

Below is a summary of the volumes included in our disputes for August through October periods.

Load Assets Included in the disputes:

Billed Volume - August		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - September		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - October		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

We're looking forward to continuing the discussion during our call next week to review the settlement disputes.

Have a great holiday weekend if we don't connect before then.

Thank you,

Heather Henderson
Manager, Retail Operations
bp Energy Retail Company, LLC
O: [redacted] | M: [redacted]
heather.henderson@bp.com



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Exhibit 16A

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Wednesday, June 18, 2025 5:59 PM
To: Swift, Joseph R
Cc: Henderson, Heather L.; Fernandez, Darlene
Subject: RPS Reporting Next Steps Recap

Good afternoon,

I'm just following up on my previous email to see if you have had a chance to review my questions and concerns. We are still trying to determine the discrepancies we are seeing in the load assets. Could you please provide any insights or updates on this matter?

Additionally, I wanted to check if someone has been set up to access and review the files sent to the ISO. Raj requested access, but I'm not sure if that has already been set up. Could you please confirm?

Thank you in advance for your assistance. I look forward to your response.

Best regards,
Darlene Fernandez

Confidential

From: Fernandez, Darlene
Sent: Thursday, June 12, 2025 3:06 PM
To: Swift, Joseph R
Cc: Henderson, Heather L. ; Fernandez, Darlene
Subject: RE: Re: RPS Reporting Next Steps Recap

Hi Joseph,

Thank you for providing the details. I hope you're doing well. I have a few more questions for you, and I'm hoping you can help us with them.

Post-conversion, how do we identify which accounts belong to which load asset for NStar? Should we go by county, zip code, or some other information to determine this from a billing perspective?

Additionally, was your team able to get us access to that FTP file that provides the account information? Perhaps that file could be a better way to split the accounts.

Were you able to pull the data for the reconciled periods that have yet to be submitted to ISONE? We were hoping to review this data to ensure everything is in order.

Thank you for your assistance, Joseph. I look forward to your response.

Best regards,
Darlene Fernandez

Confidential

From: Swift, Joseph R <joseph.swift@eversource.com>
Sent: Thursday, June 5, 2025 10:39 AM
To: Fernandez, Darlene <darlene.fernandez@bp.com>
Cc: Henderson, Heather L. <heather.henderson@bp.com>
Subject: RE: Re: RPS Reporting Next Steps Recap

Hi Darlene, I see one discrepancy with the last account.

[redacted]	TRANSCANADA BECO NEMA

74016075223918128 77 (Confirmed Asset [redacted]

[redacted]	EDF_BE_NEMA

74011722233918383 55 (Confirmed Asset [redacted]
74016058633917810 57 (Confirmed Asset
74003943144921652 37 (Asset [redacted]

Joe

Joseph Swift
Supervisor, Load Settlement
Eversource Energy
107 Selden Street
Berlin, CT 06037
[redacted] (office)
(cell)

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Wednesday, June 4, 2025 7:05 PM
To: Swift, Joseph R <joseph.swift@eversource.com>
Cc: Henderson, Heather L. <heather.henderson@bp.com>; Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: RE: Re: RPS Reporting Next Steps Recap

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Good afternoon,

Joseph I have several accounts that I pulled for you to review for us, we want to see if you are seeing them in the correct load asset and are bucketed correctly when sent to the ISO:

[redacted]	TRANSCANADA BECO NEMA

740160752239181287 7

[redacted]	EDF_BE_NEMA

740117222339183835 5
740160586339178105 7
740039431449216523 7

Please let us know if you have any questions.

I appreciate all your help,

Confidential

From: Henderson, Heather L. <heather.henderson@bp.com>
Sent: Thursday, May 22, 2025 5:07 PM
To: 'joseph.swift@eversource.com' <joseph.swift@eversource.com>
Cc: Dhawan, Simit <Simit.Dhawan@bp.com>; Melesius, Agne <agne.melesius@bp.com>; Schneck, Todd <todd.schneck@bp.com>; Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: Re: RPS Reporting Next Steps Recap

Hi Joseph,

Thank you again for your time today. As discussed, I've attached the file that Todd presented during our call. Todd's file includes the Massachusetts data he pulled from GIS, compared against our billed data for the same periods.

Follow Up Items:

- Joseph/Eversource team to verify whether the discrepancies bp identified align with their records to be included in the RBA submission (bp load assets below).
- Joseph/Eversource team to provide backup for the periods that have already been reconciled for bp load assets that will be submitted to ISONE.
- Any additional information you're able to share following your call today.

BP Load Assets for Review:

LOAD ASSET NAME	Asset ID
TRANSCANADA BECO SEMA	[redacted]
TRANSCANADA BECO NEMA	
TRANSCANADA COM NEMA	
TRANSCANADA COM SEMA	
WMECOMALOAD	
EDF_PSNH_LOAD	
EDF_COM_SEMA	
EDF_BE_NEMA	
EDF_BE_SEMA	
EDF_COM_NEMA	

CLPCTLOAD
WMECOMAPARTLOAD [redacted]

Below is a summary of the volumes included in our disputes for August through October periods.

Load Assets Included in the disputes:

Billed Volume - August		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - September		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - October		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

We're looking forward to continuing the discussion during our call next week to review the settlement disputes.

Have a great holiday weekend if we don't connect before then.

Thank you,

Heather Henderson
Manager, Retail Operations
bp Energy Retail Company, LLC
O: [redacted] | M: [redacted]
heather.henderson@bp.com

Reimagining energy

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Exhibit 17

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Thursday, June 26, 2025 9:39 AM
To: Swift, Joseph R
Cc: Fernandez, Darlene; Henderson, Heather L.
Subject: RPS Reporting Next Steps Recap

Good morning,

I wanted to reach out and get an update from our last meeting.

- The team is curious to know if you were able to complete your analysis of all the data from September through December.
- What were your findings and is there a timeline of when each month has to be completed?
- Is there anything you can provide to our team after your review?

We are eager to hear from you and appreciate your assistance. Looking forward to your response.

Darlene Fernandez
Manager, Supply, Trading & Shipping - Retail Operations
bp Energy Retail Company, LLC
darlene.fernandez@bp.com

Hi Joseph,

Thank you again for your time today. As discussed, I've attached the file that Todd presented during our call. Todd's file includes the Massachusetts data he pulled from GIS, compared against our billed data for the same periods.

Follow Up Items:

- Joseph/Eversource team to verify whether the discrepancies bp identified align with their records to be included in the RBA submission (bp load assets below).
- Joseph/Eversource team to provide backup for the periods that have already been reconciled for bp load assets that will be submitted to ISONE.
- Any additional information you're able to share following your call today.

BP Load Assets for Review:

LOAD ASSET NAME	Asset ID
TRANSCANADA BECO SEMA	[redacted]
TRANSCANADA BECO NEMA	[redacted]
TRANSCANADA COM NEMA	[redacted]
TRANSCANADA COM SEMA	[redacted]
WMECOMALOAD	[redacted]
EDF_PSNH_LOAD	[redacted]
EDF_COM_SEMA	[redacted]
EDF_BE_NEMA	[redacted]
EDF_BE_SEMA	[redacted]
EDF_COM_NEMA	[redacted]

CLPCTLOAD [redacted]
WMECOMAPARTLOAD [redacted]

Below is a summary of the volumes included in our disputes for August through October periods.

Load Assets Included in the disputes:

Billed Volume - August		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - September		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - October		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

We're looking forward to continuing the discussion during our call next week to review the settlement disputes.

Exhibit 17A

From: Henderson, Heather L. <heather.henderson@bp.com>
Sent: Thursday, June 26, 2025 10:51 AM
To: Fernandez, Darlene; Swift, Joseph R
Subject: RE: RPS Reporting Next Steps Recap

Good morning Joseph,

Thank you again for meeting with us and walking us through everything you're working on. We know things are very hectic right now with all the settlement corrections and supplier questions, so we really appreciate you making time for us.

Sorry to follow up again, but we're getting a lot of pressure on our side to get an update. Any chance you could share some of the info we talked about, or let us know when it might be ready? Even a ballpark timeline would be super helpful.

We really appreciate your support.

Thank you,
Heather

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From: Fernandez, Darlene
Sent: Thursday, June 26, 2025 8:39 AM
To: Swift, Joseph R
Cc: Fernandez, Darlene ; Henderson, Heather L.
Subject: RPS Reporting Next Steps Recap

Good morning,

I wanted to reach out and get an update from our last meeting.

- The team is curious to know if you were able to complete your analysis of all the data from September through December.
- What were your findings and is there a timeline of when each month has to be completed?
- Is there anything you can provide to our team after your review?

We are eager to hear from you and appreciate your assistance. Looking forward to your response.

Darlene Fernandez
Manager, Supply, Trading & Shipping - Retail Operations
bp Energy Retail Company, LLC
darlene.fernandez@bp.com



Hi Joseph,

Thank you again for your time today. As discussed, I've attached the file that Todd presented during our call. Todd's file includes the Massachusetts data he pulled from GIS, compared against our billed data for the same periods.

Follow Up Items:

- Joseph/Eversource team to verify whether the discrepancies bp identified align with their records to be included in the RBA submission (bp load assets below).
- Joseph/Eversource team to provide backup for the periods that have already been reconciled for bp load assets that will be submitted to ISONE.
- Any additional information you're able to share following your call today.

BP Load Assets for Review:

LOAD ASSET NAME	Asset ID
TRANSCANADA BECO SEMA	[redacted]
TRANSCANADA BECO NEMA	[redacted]
TRANSCANADA COM NEMA	[redacted]
TRANSCANADA COM SEMA	[redacted]
WMECOMALOAD	[redacted]
EDF_PSNH_LOAD	[redacted]
EDF_COM_SEMA	[redacted]
EDF_BE_NEMA	[redacted]
EDF_BE_SEMA	[redacted]
EDF_COM_NEMA	[redacted]
CLPCTLOAD	[redacted]
WMECOMAPARTLOAD	[redacted]

Below is a summary of the volumes included in our disputes for August through October periods.

Load Assets Included in the disputes:

Billed Volume - August		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - September		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - October		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	

[redacted]

We're looking forward to continuing the discussion during our call next week to review the settlement disputes.

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Exhibit 18

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Friday, August 8, 2025 10:33 AM
To: Swift, Joseph R
Cc: Henderson, Heather L.; Fernandez, Darlene
Subject: RE: RPS Reporting Next Steps Recap- Follow up Request

Good morning,

Apologies for the repeated follow-up, but we're under increasing pressure on our side to get an update.

I wanted to check in again regarding the usage discrepancies mentioned in my previous messages. We're currently at a point where your input is essential to move forward, and I'd appreciate an update as soon as possible.

Please let me know if you need anything from our team to help move this along. Looking forward to hearing from you soon.

Best regards,
Darlene Fernandez
Billing Manager, Retail Operations

Confidential

From: Fernandez, Darlene
Sent: Thursday, June 26, 2025 8:39 AM
To: Swift, Joseph R
Cc: Fernandez, Darlene ; Henderson, Heather L.
Subject: RPS Reporting Next Steps Recap

Good morning,

I wanted to reach out and get an update from our last meeting.

- The team is curious to know if you were able to complete your analysis of all the data from September through December.
- What were your findings and is there a timeline of when each month has to be completed?
- Is there anything you can provide to our team after your review?

We are eager to hear from you and appreciate your assistance. Looking forward to your response.

Darlene Fernandez
Manager, Supply, Trading & Shipping - Retail Operations
bp Energy Retail Company, LLC
darlene.fernandez@bp.com



Hi Joseph,

Thank you again for your time today. As discussed, I've attached the file that Todd presented during our call. Todd's file includes the Massachusetts data he pulled from GIS, compared against our billed data for the same periods.

Follow Up Items:

- Joseph/Eversource team to verify whether the discrepancies bp identified align with their records to be included in the RBA submission (bp load assets below).
- Joseph/Eversource team to provide backup for the periods that have already been reconciled for bp load assets that will be submitted to ISONE.
- Any additional information you're able to share following your call today.

BP Load Assets for Review:

LOAD ASSET NAME	Asset ID
TRANSCANADA BECO SEMA	[redacted]
TRANSCANADA BECO NEMA	[redacted]
TRANSCANADA COM NEMA	[redacted]
TRANSCANADA COM SEMA	[redacted]
WMECOMALOAD	[redacted]
EDF_PSNH_LOAD	[redacted]
EDF_COM_SEMA	[redacted]
EDF_BE_NEMA	[redacted]
EDF_BE_SEMA	[redacted]
EDF_COM_NEMA	[redacted]
CLPCTLOAD	[redacted]
WMECOMAPARTLOAD	[redacted]

Below is a summary of the volumes included in our disputes for August through October periods.

Load Assets Included in the disputes:

Billed Volume - August		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - September		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]
Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

Billed Volume - October		**Settled Volume**	
Sum of CalendarizedMWh	EDF_BE_NEMA	EDF_COM_NEMA	Settled Totals
[redacted]	[redacted]	[redacted]	[redacted]

Sum of CalendarizedMWh	TRANSCANADA BECO NEMA	TRANSCANADA COM NEMA	
[redacted]	[redacted]	[redacted]	[redacted]

We're looking forward to continuing the discussion during our call next week to review the settlement disputes.

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Exhibit 19

Confidential

From: Swift, Joseph R <joseph.swift@eversource.com>
Sent: Tuesday, September 9, 2025 10:20 AM
To: Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: RE: Settlement Overbilling Issue - Sept 2024

Hi Darlene, I just received your voicemail. I have a meeting scheduled this afternoon with a subset of our load settlement team to discuss/investigate this issue and will get back to you soon.

Thank you. Joe

Joseph Swift

Supervisor, Load Settlement

Eversource Energy

107 Selden Street

Berlin, CT 06037

[redacted] (office)

[redacted] (cell)

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Wednesday, September 3, 2025 7:58 PM
To: SupplierServicesEMA <SupplierServicesEMA@eversource.com>; Swift, Joseph R <joseph.swift@eversource.com>
Cc: Bruce, Jennifer <jennifer.bruce@bp.com>; Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: RE: Settlement Overbilling Issue - Sept 2024

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Report suspicious emails by selecting 'Report Phish' or forwarding to SPAMFEEDBACK@EVERSOURCE.COM for analysis by our cyber security team.

Good evening,

I need some assistance, I filed a dispute with the ISO for Sept 2024, and we are now seeing the corrections coming through but the disputes that I filed were for NEMA and we are seeing an impact for SEMA. We need to understand what changed and the impacts. I am including screenshots of the data of when I did my review and refreshed it today. Please see the data change below

EDF_BE_SEMA & EDF_COM_SEMA						
Sept 24 Billed via EDI			Sept 24 Invoice Dated 1/19/2025			
Flow Month	Sum of Calendarized MWh		Flow Month	EDF_BE_SEMA	EDF_COM_SEMA	Grand Total
9	[redacted]		9	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]		Grand Total	[redacted]	[redacted]	[redacted]

Here is the data refreshed today, I am not sure why the data changed, but we are now seeing the ISO data increase by 49,000 MWh

EDF_BE_SEMA & EDF_COM_SEMA						
Sept 24 Billed via EDI			Sept 24 Invoice Dated 7/15/2025			
Flow Month	Sum of Calendarized MWh		Flow Month	EDF_BE_SEMA	EDF_COM_SEMA	Grand Total
9	[redacted]		9	[redacted]	[redacted]	[redacted]
Grand Total	[redacted]		Grand Total	[redacted]	[redacted]	[redacted]

Regards,

Exhibit 20

Confidential

From: Henderson, Heather L. <heather.henderson@bp.com>
Sent: Friday, September 5, 2025 3:04 PM
To: Swift, Joseph R <joseph.swift@eversource.com>
Cc: Fernandez, Darlene <darlene.fernandez@bp.com>
Subject: Follow-Up: September 2024 Resettlement Volumes

Hi Joseph,

Thank you again for my returning my call earlier. As discussed, we're reviewing the September 2024 resettlement that posted in June. The volume shift was unexpected, with NEMA decreasing and SEMA increasing, and we'd like to better understand what's driving that change.

Could you please share the accounts and volumes reported in that resettlement? Any details you can share would be helpful. The load assets are listed below. Please let me know if you have any questions or need additional information.

Thanks again for your help, and I hope you have a great weekend.

Load Asset ID	Load Asset Name	Load Zone ID	Load Zone Name
[redacted]	EDF_COM_SEMA	4006	SEMA
[redacted]	EDF_BE_NEMA	4008	NEMA
[redacted]	EDF_BE_SEMA	4006	SEMA
[redacted]	EDF_COM_NEMA	4008	NEMA

Heather Henderson
ISO Coordinator | Supply, Trading & Shipping
bp Energy Company
Work: [redacted] | Cell: [redacted]
Heather.Henderson@bp.com

Energy for today and tomorrow

Exhibit 21

ISO New England
RBA Form for Meter Data Errors

Date: 09.12.2025

Section 1: Submitting Party Information

Participant Name: BP Energy Retail Company LLC.
Participant ID: [redacted]

Contact Name: Darlene Fernandez
Raj Chintapalli
Email: darlene.fernandez@bp.com
Raj.Chintapalli@bp.com
Phone Number: [redacted]

Section 2: Meter Data Errors Information

Data Type: [X] Hourly Meter Values [ ] Hourly Meter Values & Peak Contribution Values [ ] Peak Contributions Values

Nature of issues triggering RBA: **Eversource reported a substantial increase in SEMA load volumes during the 11-month resettlement period, which led to an overstatement of approximately 45k MWh and resulted in overbilling for the July 2024 calendar month**

Affected Calendar Month and Dates: July 2024

Asset ID Number(s) triggering the RBA: [redacted]

Asset information (select the asset type, designation and provide Metering Domain numbers below)

[X] Load	[ ] Generator	[ ] Tie Line*
[X] Profiled Load [ ] Directly Metered	[ ] Directly Metered	[ ] Directly Metered
Metering Domain #: 10	Metering Domain #:	Monitor Metering Domain #:
		Receiver Metering Domain #:

Note: If multiple assets in the same metering domain meet eligibility criteria, submit one form per metering domain.

Section 3: Eligibility Requirements per Section III.3.8 of Market Rule 1

[ ] Error identified during data reconciliation process (DRP) and informed ISO-NE during the DRP by submitting Ask ISO #
[X] Meets single asset threshold requirement for Hourly Meter Values
[ ] Meets single asset threshold requirement for Peak Contribution Value

Section 4: Reporting Requirements

Host Participant: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: NSTARLoadSettlement@eversource.com — Phone #: [redacted]

Lead Participant: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Lead Load Asset Owner: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Assigned Meter Reader: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: SupplierServices@eversource.com — Phone #: [redacted]

ISO-NE CONFIDENTIAL
(Completed Form)

ISO New England
RBA Form for Meter Data Errors

* Refer to Manual 28, Section 6.2.1 (2) (b) for details regarding consenting e-mail requirements on revised Tie-Line Asset values.

Send completed form directly to the ISO Participant Support and Solutions (through the Ask ISO participant support system). Refer to the Section III.3.8 of Market Rule 1 for additional details.

Exhibit 22

ISO New England
RBA Form for Meter Data Errors

Date: 09.12.2025

Section 1: Submitting Party Information

Participant Name: BP Energy Retail Company LLC.
Participant ID: [redacted]

Contact Name: Darlene Fernandez
Email: darlene.fernandez@bp.com
Phone Number: [redacted]

Contact Name: Raj Chintapalli
Email: Raj.Chintapalli@bp.com

Section 2: Meter Data Errors Information

Data Type: [X] Hourly Meter Values [ ] Hourly Meter Values & Peak Contribution Values [ ] Peak Contributions Values

Nature of issues triggering RBA: **Eversource reported a substantial increase in SEMA load volumes during the 11-month resettlement period, which led to an overstatement of approximately 49k MWh and resulted in overbilling for the Aug 2024 calendar month**

Affected Calendar Month and Dates: Aug 2024

Asset ID Number(s) triggering the RBA: [redacted]

Asset information (select the asset type, designation and provide Metering Domain numbers below)

[X] Load	[ ] Generator	[ ] Tie Line*
[X] Profiled Load [ ] Directly Metered	[ ] Directly Metered	[ ] Directly Metered
Metering Domain #: 10	Metering Domain #:	Monitor Metering Domain #:
		Receiver Metering Domain #:

Note: If multiple assets in the same metering domain meet eligibility criteria, submit one form per metering domain.

Section 3: Eligibility Requirements per Section III.3.8 of Market Rule 1

[ ] Error identified during data reconciliation process (DRP) and informed ISO-NE during the DRP by submitting Ask ISO #
[X] Meets single asset threshold requirement for Hourly Meter Values
[ ] Meets single asset threshold requirement for Peak Contribution Value

Section 4: Reporting Requirements

Host Participant: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: NSTARLoadSettlement@eversource.com — Phone #: [redacted]

Lead Participant: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Lead Load Asset Owner: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Assigned Meter Reader: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: SupplierServices@eversource.com — Phone #: [redacted]

ISO-NE CONFIDENTIAL
(Completed Form)

ISO New England
RBA Form for Meter Data Errors

* Refer to Manual 28, Section 6.2.1 (2) (b) for details regarding consenting e-mail requirements on revised Tie-Line Asset values.

Send completed form directly to the ISO Participant Support and Solutions (through the Ask ISO participant support system). Refer to the Section III.3.8 of Market Rule 1 for additional details.

Exhibit 23

ISO New England
RBA Form for Meter Data Errors

Date: 09.12.2025

Section 1: Submitting Party Information

Participant Name: BP Energy Retail Company LLC.
Participant ID: [redacted]

Contact Name: Darlene Fernandez
Raj Chintapalli
Email: darlene.fernandez@bp.com
Raj.Chintapalli@bp.com
Phone Number: [redacted]

Section 2: Meter Data Errors Information

Data Type: [X] Hourly Meter Values [ ] Hourly Meter Values & Peak Contribution Values [ ] Peak Contributions Values

Nature of issues triggering RBA: **Eversource reported a substantial increase in SEMA load volumes during the 11-month resettlement period, which led to an overstatement of approximately 47k MWh and resulted in overbilling for the Sept 2024 calendar month**

Affected Calendar Month and Dates: Sept 2024

Asset ID Number(s) triggering the RBA: [redacted]

Asset information (select the asset type, designation and provide Metering Domain numbers below)

[X] Load	[ ] Generator	[ ] Tie Line*
[X] Profiled Load [ ] Directly Metered	[ ] Directly Metered	[ ] Directly Metered
Metering Domain #: 10	Metering Domain #:	Monitor Metering Domain #:
		Receiver Metering Domain #:

Note: If multiple assets in the same metering domain meet eligibility criteria, submit one form per metering domain.

Section 3: Eligibility Requirements per Section III.3.8 of Market Rule 1

[ ] Error identified during data reconciliation process (DRP) and informed ISO-NE during the DRP by submitting Ask ISO #
[X] Meets single asset threshold requirement for Hourly Meter Values
[ ] Meets single asset threshold requirement for Peak Contribution Value

Section 4: Reporting Requirements

Host Participant: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: NSTARLoadSettlement@eversource.com — Phone #: [redacted]

Lead Participant: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Lead Load Asset Owner: BP Energy Retail Company LLC — Participant ID#: [redacted]
Contact Person: Raj Chintapalli — Email: Raj.Chintapalli@bp.com — Phone #: [redacted]

Assigned Meter Reader: NSTAR Electric Company — Participant ID#: [redacted]
Contact Person: N/A — Email: SupplierServices@eversource.com — Phone #: [redacted]

ISO-NE CONFIDENTIAL
(Completed Form)

ISO New England
RBA Form for Meter Data Errors

* Refer to Manual 28, Section 6.2.1 (2) (b) for details regarding consenting e-mail requirements on revised Tie-Line Asset values.

Send completed form directly to the ISO Participant Support and Solutions (through the Ask ISO participant support system). Refer to the Section III.3.8 of Market Rule 1 for additional details.

Exhibit 24

From: Fernandez, Darlene <darlene.fernandez@bp.com>
Sent: Sunday, September 14, 2025 8:17 PM
To: 'Swift, Joseph R'; 'SupplierServices'; 'SupplierServicesEMA'; 'Bennett, Colleen E'; 'douglas.foley@eversource.com'
Cc: Dhawan, Simit; Fernandez, Darlene; Bruce, Jennifer; Henderson, Heather L.; Poteet, Shari; Hughey, Christine
Subject: Request for Review of Overstated Resettlement Volumes (July–September 2024)

I'm writing to formally notify you that on Friday, September 12th, I filed disputes regarding overstated resettlement volumes for the period of July 2024 through September 2024.

As you may recall, we previously submitted disputes under the NEMA load for August 2024 through December 2024.
Upon receiving the resettlement data for August and September, we observed that the volumes for NEMA were corrected, and we agree with those adjustments.

However, we also noted that volumes under Com_SEMA have increased significantly, resulting in overbilling. We have reached out to the settlements team via phone and email to report this change, but have not yet received any response or clarification.

We respectfully request that the settlements team review our dispute and provide the details behind the volume increases for July through September 2024.

Below are the volumes that we have seen:
-overbilling of approx. 45 MWhs for July 2024
-overbilling of approx. 49 MWhs for Aug 2024
-overbilling of approx. 47 MWhs for Sept 2024

Please let us know if any additional documentation is needed to support our request.

Best regards,
Darlene Fernandez
Billing Manager, Retail Operations
Houston, Texas
bp Energy Retail Company, LLC
darlene.fernandez@bp.com



Exhibit 25

From: Participant Support & Solutions at ISO-NE <askiso@iso-ne.com>
Sent: Monday, September 15, 2025 8:49 AM
To: Fernandez, Darlene
Subject: Your Ask ISO Case # 00106594 response/resolution - thread::tKQLm5nGDHy3cMHTo7r_IBQ::

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Darlene Fernandez,

Summary of Case # (00106594): July Flow RBA Dispute

Solution/response: The July 2024 settlement is the final settlement. The ISO Billing Policy does not allow reconciliation due to metering changes after the final settlement. If there are discrepancies after the final settlement, the meter readers and asset owners must resolve them outside of the ISO settlement process.

The ISO Billing Policy allows an initial settlement, a resettlement through the data-reconciliation process, and final settlement through the Meter Data Error Requested Billing Adjustment (MDE RBA) process. The submission deadlines for each settlement are posted on the ISO website.

https://www.iso-ne.com/static-assets/documents/100005/mtr_restle_deadlines_2024.pdf

Please let us know if you have any further questions regarding this response. Click on the link to access the case (https://askiso.iso-ne.com/s/case/500PX00000cfbnJ) or reply to this email leaving the subject line intact. An email response sent within two weeks of this message will automatically reopen the case, if the case was marked as resolved.

Thank you,
ISO New England

Participant Support and Solutions
[redacted] (call center)
AskISO@iso-ne.com
full contact info and business hours available here

ISO New England Inc.
One Sullivan Road | Holyoke, MA 01040-2841
Web | ISO Express | News | Twitter | App | Ask ISO

The information in this message and in any attachments is intended solely for the addressee(s) listed above. If you have received this message in error, please notify us immediately and delete the original message.

thread::tKQLm5nGDHy3cMHTo7r_IBQ::

Exhibit 26

From: Participant Support & Solutions at ISO-NE <askiso@iso-ne.com>
Sent: Monday, September 15, 2025 8:50 AM
To: Fernandez, Darlene
Subject: Your Ask ISO Case # 00106595 response/resolution - thread::buMSn3UTAdOdfR-W5HQ5rhQ::

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Darlene Fernandez,

Summary of Case # (00106595): Aug Flow RBA Dispute

Solution/response: The August 2024 settlement is the final settlement. The ISO Billing Policy does not allow reconciliation due to metering changes after the final settlement. If there are discrepancies after the final settlement, the meter readers and asset owners must resolve them outside of the ISO settlement process.

The ISO Billing Policy allows an initial settlement, a resettlement through the data-reconciliation process, and final settlement through the Meter Data Error Requested Billing Adjustment (MDE RBA) process. The submission deadlines for each settlement are posted on the ISO website.

https://www.iso-ne.com/static-assets/documents/100005/mtr_restle_deadlines_2024.pdf

Please let us know if you have any further questions regarding this response. Click on the link to access the case (https://askiso.iso-ne.com/s/case/500PX00000cfYCo) or reply to this email leaving the subject line intact. An email response sent within two weeks of this message will automatically reopen the case, if the case was marked as resolved.

Thank you,
ISO New England

Participant Support and Solutions
[redacted] (call center)
AskISO@iso-ne.com
full contact info and business hours available here

ISO New England Inc.
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Web | ISO Express | News | Twitter | App | Ask ISO

The information in this message and in any attachments is intended solely for the addressee(s) listed above. If you have received this message in error, please notify us immediately and delete the original message.

thread::buMSn3UTAdOdfR-W5HQ5rhQ::

Exhibit 27

From: Participant Support & Solutions at ISO-NE <askiso@iso-ne.com>
Sent: Monday, September 15, 2025 8:49 AM
To: Fernandez, Darlene
Subject: Your Ask ISO Case # 00106596 response/resolution - thread::JzIlpArPBkOgvlqoVx04XhQ::

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Darlene Fernandez,

Summary of Case # (00106596): Sept Flow RBA Dispute

Solution/response: The September 2024 settlement is the final settlement. The ISO Billing Policy does not allow reconciliation due to metering changes after the final settlement. If there are discrepancies after the final settlement, the meter readers and asset owners must resolve them outside of the ISO settlement process.

The ISO Billing Policy allows an initial settlement, a resettlement through the data-reconciliation process, and final settlement through the Meter Data Error Requested Billing Adjustment (MDE RBA) process. The submission deadlines for each settlement are posted on the ISO website.

https://www.iso-ne.com/static-assets/documents/100005/mtr_restle_deadlines_2024.pdf

Please let us know if you have any further questions regarding this response. Click on the link to access the case (https://askiso.iso-ne.com/s/case/500PX00000cfTeW) or reply to this email leaving the subject line intact. An email response sent within two weeks of this message will automatically reopen the case, if the case was marked as resolved.

Thank you,
ISO New England

Participant Support and Solutions
[redacted] (call center)
AskISO@iso-ne.com
full contact info and business hours available here

ISO New England Inc.
One Sullivan Road | Holyoke, MA 01040-2841
Web | ISO Express | News | Twitter | App | Ask ISO

The information in this message and in any attachments is intended solely for the addressee(s) listed above. If you have received this message in error, please notify us immediately and delete the original message.

thread::JzIlpArPBkOgvlqoVx04XhQ::

Exhibit 28

Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
Department of Energy Resources

MASSACHUSETTS RENEWABLE ENERGY PORTFOLIO STANDARD (RPS)
MASSACHUSETTS ALTERNATIVE ENERGY PORTFOLIO STANDARD (APS)
MASSACHUSETTS CLEAN PEAK STANDARD (CPS)
MASSACHUSETTS CLEAN ENERGY STANDARD (CES, CES-E)

INSTRUCTIONS FOR THE 2024 RPS/APS/CPS/CES ANNUAL COMPLIANCE FILING

by Massachusetts Retail Electricity Suppliers

Pursuant to the RPS Class I, RPS Class II and APS Regulations in 225 CMR 14.00, 15.00, and 16.00
Pursuant to the Clean Peak Standard in 225 CMR 21.00
Pursuant to the Clean Energy Standard in 310 CMR 7.75

The 2024 *RPS/APS/CPS/CES Annual Compliance Filing* is due Tuesday, July 1, 2025

WHAT'S NEW FOR 2024 1
FILING CONTENTS & PROCEDURE 1
INTRODUCTION TO THE 2024 COMPLIANCE FILING 3
General Instructions for the Compliance Filing Workbook 5
GUIDELINE ON RETAIL ELECTRICITY PRODUCTS, GREEN POWER PRODUCTS, AND RGG 21
- RETAIL ELECTRICITY PRODUCTS 21
- GREEN POWER PRODUCTS 22
- GREEN POWER PRODUCTS, VOLUNTARY RENEWABLE ENERGY (VRE), AND RGGI 22

WHAT'S NEW FOR 2024

- Last year of Solar Carve-out.
- Solar Carve-out exemption eliminated.
- Banked Solar Carve-out certificates can be used for RPS Class I compliance (does not apply to Solar Carve-out II)
- Eversource East (nee NStar) implemented a new software system which inadvertently assigned the wrong load Asset IDs to some suppliers. Eversource has not yet completed an RBA correction through December 2024 as of the publication of these Instructions. Suppliers should file by July 1 based on the current Load Obligation it received from DOER.
- When Eversource East delivers that final load assignment to DOER, DOER will issue a revised Load Obligation and the CY2024 Compliance Filing will have to be updated, if necessary. This is expected to occur no later than September 2024.

FILING CONTENTS AND PROCEDURE

These Instructions are intended to assist retail electricity suppliers in completing their 2024 *RPS/APS/CPS/CES Annual Compliance Workbook filing.* Some of the worksheets of the Workbook contain instructions themselves.

The 2024 *RPS/APS/CPS/CES Annual Compliance Workbook is available here:*

Annual Compliance Information for Retail Electric Suppliers | Mass.gov

The completed *2024 RPS/APS/CPS/CES Annual Compliance Workbook* is due by email to DOER at doer.rps@mass.gov no later than Tuesday, July 1, 2025.

Each emailed *Filing* must include the Supplier name in the subject line and consist of the following:

- Filing Workbook: the completed, emailed Compliance Workbook should be attached as an Excel file (not converted to PDF or any another file extension).
- The NEPOOL GIS report entitled "My Certificates Disposition Report" should be emailed as a comma delimited file (i.e., CSV) in Excel spreadsheet format (and *not as an XLSX or PDF*) without any deletions or other revisions, and with filenames specified below. *Important: Please check the "Settled" box only (do not check "Banked" or "Reserved" or "All", etc.).*

[LSE name]_[GIS]_[Year].csv

Example: Retail Supplier Name_GIS_2024.csv

- Clean Peak Energy Credits (CPECs) should be reported from the GIS "MA CPS CPEC Retirements" report under the Account Holder Reports to report settled CPEC certificates in csv format. The report should be emailed as a comma delimited file (i.e., CSV) in Excel spreadsheet format (and *not as an XLSX or PDF*) without any deletions or other revisions, and with filenames specified below.

[LSE name]_[CPS]_[Year].csv

Example: Retail Supplier Name_CPS_2024.csv

- Documentation of any RPS, APS, CPS or CES attributes that do not appear in the GIS "My Certificates Disposition Reports", if necessary. Please include documentation from GIS if they were settled in the wrong sub-account or Reserved account. Any documentation that is downloaded from GIS must remain in csv format. These certificates should be reported as "Errant" certificates in Tab 4 of the Workbook.
- A signed ACP receipt received from the MassCEC for RPS, APS and CPS (but not for CES or CES-E ACP). *If no ACP is required to be paid for RPS/APS/CPS, no receipt is required.*
- An optional cover message and/or attached letter that provides any additional information or explanation.
- Certification of Accuracy and Non-Double Counting: Each filing must be signed by a duly-Authorized Representative of the Retail Electricity Supplier who shall certify that the information in the filing is true, accurate, and complete, and that the RPS, APS and CPS Generation Attributes reported for RPS, APS, CPS or CES compliance in the filing have neither been sold, retired, claimed or represented as part of electrical energy output or sales, nor used to satisfy obligations in jurisdictions other than Massachusetts.

If the Filing is incomplete or in any other way unsatisfactory, **DOER will notify the LSE's Contact Person(s) and/or Authorized Representative, as appropriate,**

NOTE that failure to comply with the requirement of 225 CMR 14.00, 15.00, or 16.00 and 225 CMR 21.00 will subject a Retail Electricity Supplier to the Non-Compliance provisions in 225 CMR 14.12, 15.12, 16.12, and 21.12. DOER retains the right, under 225 CMR 14.11, 15.11, 16.11 and 21.11 to audit the accuracy of all information submitted in or with this Filing, as well as to conduct on-site inspections and to copy records related to RPS, APS or CPS compliance**.**

***NOTE* that failure to comply** with the requirement of 310 CMR 7.75 (CES) may subject a Retail Electricity Supplier to enforcement actions.

- Whenever the Instructions use "RPS" without further specification, it means both RPS Class I and RPS Class II.
- The "Department" or "DOER" refers to the Massachusetts Department of Energy Resources.
- "MassDEP" refers to the Massachusetts Department of Environmental Protection.

QUESTIONS?

FOR RPS/APS/CPS: Email doer.rps@mass.gov

FOR CES AND CES-E: Email climate.strategies@mass.gov

INTRODUCTION TO THE 2024 COMPLIANCE FILING

Under RPS, APS, CPS and CES regulations each Retail Electricity Supplier ("Supplier") serving retail load in Massachusetts (a.k.a. Load Serving Entity or LSE) must demonstrate compliance annually with 9 different Minimum Standards: RPS Class I (including Solar Carve Out and Solar Carve Out II), the RPS Class II Renewable, the RPS Class II Waste-to-Energy, the Alternative Portfolio Standard, the Clean Peak Energy Standard, the Clean Energy Standard (under the MassDEP) and the Clean Energy Standard-Existing (also under the MassDEP).

RPS compliance means that the mandated percentage (Minimum Standard) of the Supplier's annual electricity supplied to End-Use Customers, inclusive of line losses, incurred in delivering that supply (together termed "Retail Load Obligation" or just "Load Obligation"), is covered by the Supplier's ownership of Generation Attributes associated with the output of electric Generation Units qualified by the DOER for RPS Class I (including Solar Carve-Out and Solar Carve-Out II).

APS compliance means that the APS-mandated percentage of the annual Load Obligation is covered by the Supplier's ownership of Generation Attributes (Alternative Energy Credits or AECs) associated with the efficiency- and fuel-adjusted, net output of energy from facilities qualified by DOER for APS, or Alternative Compliance Credits.

CPS compliance means that the CPS-mandated percentage of the annual Load Obligation is covered by the Supplier's ownership of Generation Attributes associated with the net output of energy from facilities qualified by DOER for CPS, or Clean Peak Energy Credits (CPECs) or Alternative Compliance Credits.

CES Compliance means that the CES-mandated percentage of the annual Load Obligation is covered by the Supplier's ownership of Clean Energy Certificates (CECs) or Alternative Compliance Certificates. All RPS Class I renewable generation certificates also represent Clean Energy Certificates. Compliance with the RPS Class I Minimum Standard will go towards meeting the overall CES compliance. The incremental CES obligation (i.e., CES compliance obligation less RPS Class I compliance obligation) is known as the CES incremental requirement or obligation.

CES-E Compliance means that the CES-E mandated percentage of the annual Load Obligation is covered by the Supplier's ownership of Clean Energy-Existing Certificates (CECs) or Alternative Compliance Certificates. RPS Class I renewable generation certificates cannot be used for CES-E compliance.

NOTE Each of the nine classes of Certificates can be used ***only*** for meeting the Minimum Standard for the same class for which it is denoted. ***HOWEVER***, SRECs and SREC IIs are types of Class I RECs and *can* be used towards meeting non-SCO, RPS Class I compliance, but an SREC cannot be used to meet SREC II compliance and vice versa.

NOTE If a Supplier has not acquired by enough Certificates to meet one or more of the Minimum Standards for 2024 by June 15, 2025 (when Q4 2024 GIS Certificate trading ends), it must obtain the equivalent quantity of Alternative Compliance Credits (each denominated as one MWh) equal to its shortfall by making an Alternative Compliance Payment ("ACP") to the Massachusetts Clean Energy Center ("MassCEC") at the 2024 Alternative Compliance Payment rate for each standard. The ACP rates per MWh are

listed in Table 15 of the Workbook. The information in Table 15 is copied, in turn, to Tab N, which the Supplier will use to notify MassCEC about the details behind its ACP wire transfer.

NOTE: The overall RPS CLASS I compliance obligation (Including the SOLAR CARVE-OUTs) qualifies to meet the CES obligation. The MassDEP has a different payment method for CES and CES-E ACP (see below under CES instructions).

All information submitted in or attached to the *Filing* is considered to be a public record, *except* for (a) Load Obligation, price, inventory, and product delivery data in the *Compliance Filing Workbook* and the (b) attached NEPOOL GIS reports, as provided in 225 CMR 14.09(1)(b), 15.09(1)(b), 16.09(1)(b) and 310 CMR 7.75

DOER interprets this to mean that it must keep confidential, to the extent permitted by law, the quantitative information for individual products, but that it may make public the following: all company and product names, all per-company data for regulated utilities (but not their sources of GIS Certificates), and *aggregated* totals of all data for competitive Suppliers.

This *Filing* uses the terms, definitions, and standards of the RPS Class I, RPS Class II, and APS regulations in effect for 2024, posted on the DOER regulations page of DOER's RPS/APS website.

This *Filing* uses the terms, definitions, and standards of the Clean Peak Energy Standard regulations in effect for 2024, posted on the DOER regulations page of DOER's CPS website.

This *Filing* also uses the terms, definitions, and standards of the Clean Energy Standard (CES or CES-E) (310 CMR 7.75) regulations in effect for 2024, available on the MassDEP Regulations page.

All terms are understood as referring to their usage for Massachusetts RPS, APS, CPS and CES and not for such programs in other states.

GENERAL INSTRUCTIONS FOR THE COMPLIANCE FILING WORKBOOK

The 2024 Compliance Tables for the nine Minimum Standards plus the MassDEP GHG Emissions report are provided as electronic worksheets in an Excel workbook – ***2024 RPS/APS/CPS/CES Annual Compliance Workbook***.

If you utilize ACPs for RPS, APS and/or CPS, then you must wire the ACP payment to MassCEC according to their wire instructions. Then you must copy Tab N to a new file and email that file to the MassCEC (finance@masscec.com).

If you utilize ACPs for CES and/or CES-E, then MassDEP will invoice the supplier for the ACP amount owed sometime after July 1.

The only tables that do *not* require data entry by *all* Filers are numbers 2A, 2B,2C, 2D, 2E, 4 and 15. *If* you have Certificate shortfalls for any of your nine compliance obligations, it will appear in Table 16: Alternative Compliance Payment (ACP) Calculation for All Classes.

---

1. FILER INFO

In 1.1, use the legal name under which you conduct business in the Massachusetts retail electricity market. That name will be copied to all other tabs in the *Workbook*.

The name and title of the Authorized Representative in 1.4 will be copied to Section 3 of the *Workbook*, where that person will sign Tab C., Certification and Tab A., Authorization.

---

2. PRELIM

PRELIMINARY INFORMATION AND DISPOSITION OF SRECS AND SREC IIS

Table 1A is for supply data that will be used in all the Compliance Tables (Tabs 5 through 13). Tables 1B and 1C are optional and are included to help you to allocate your SRECs and SREC IIs, if necessary.

TABLE 1A. 2024 RETAIL PRODUCTS AND LOAD OBLIGATIONS

Column B: NEPOOL GIS Sub-Account and/or Product Name

Enter in the rows of this column the names of all the NEPOOL GIS Sub-accounts where MA retail sales (Retail Load Obligation) have been recorded and where renewable generation certificates have (or should have) been settled. This list will be copied automatically to the other Tables.

Column C: Total Electricity Supplied under all retail contracts (per 90-Day Resettlement figures from DOER)[1] MOST IMPORTANT ENTRY IN THE WORKBOOK!

For each row of sub-accounts, enter your retail sales quantity for that Sub-Account or Product. Your Retail Load Obligation is defined by DOER as the total of the 12 monthly 90-Day Resettlement figures (a.k.a., the Data Reconciliation Process figures) for all your retail load assets in Massachusetts (except for "station service").

Your total MWh figure for this table must equal the Total of the Load Obligation spreadsheet that DOER emailed to you (i.e., any sub-accounts should add to the Total Load Obligation).

[1] 225 CMR 14.09(2)(a) and (b). ***NOTE!*** **See the** ***Guideline for Retail Electricity Suppliers on the Determination of Sales to End-Use Customers for Calculating their Annual RPS & APS Obligation*** (May 24, 2012), on-line at http://www.mass.gov/eea/docs/doer/rps-aps/rps-compliance-basis-guideline.pdf.

The data that were provided to you represented each retail load asset for each month by your host utilities, i.e., the regulated distribution utilities, in whose franchise territories you sold electricity to End-Use Customers. The data you received from DOER has been provided to DOER by the regulated utilities on a confidential basis. That total should be the same as the total that you can calculate from the data provided to you separately by your host utilities. That total is *not*, on the other hand, likely to match the total of the Load Obligation Certificates minted in your GIS account during the four quarters of the year, due to the delayed schedule by which the ISO New England reports 90 Day Resettlement data to the NEPOOL GIS. DOER's prescribed procedure is meant to correct for those delays. *See the Guideline cited in Footnote 1 for clarification and explanation of this procedure and of DOER's interpretation of the RPS, APS and CPS Regulations on this subject.*

The *Guideline* provides for and details several possible **adjustments** to the Retail Load Obligation figures that DOER provided to you. You should have contacted DOER immediately if you regarded any adjustment to be needed:

1. Upon receipt of the figures, you should have inspected them and, if you found any discrepancies, contacted both the relevant utility and DOER immediately to ascertain the correct figures. Errors do occur.

2. If you engaged in any inter-LSE transfers of Load Obligation Certificates at the GIS during the Trading Year, you must inform DOER and provide documentation (detailed in the *Guideline*). This should occur only rarely.

The RPS regulations at 225 CMR 14.09(2)(b) also provide that your total retail sales for each MA Retail Electricity Product be "verified by an independent third party satisfactory to the Department." DOER considers the Load Obligation data that it receives from the regulated distribution utilities (on a confidential basis) as such independent verification. Any variance from those figures must be documented as detailed herein and in the *Guideline*. In addition, DOER reserves the right to require additional documentation directly from any Supplier, including the possibility of an independent audit.[2]

TABLE 1B. FINAL DISPOSITION OF SRECS (IN 2. PRELIM TAB)

This optional table is meant to assist each Supplier in understanding its options for the best use of SRECs, especially during years of oversupply, as well as in allocating *all* its SRECs. It does this by providing a reminder of the several options, which may have different financial values. Those options are the following:

- banking for future SCO compliance
- deposit into the Solar Clearinghouse Auction Account for sale in this year's Auction(s) or for return to you with an extended life,
- compliance with the non-SCO portion of the Class I Minimum Standard, ***but***
- ***not*** for compliance with the SCO II.

In addition to those options, a Supplier can obtain value by (a) settling SRECs into a Green Product subaccount as Voluntary RECs in quantities above and beyond what is required for SCO compliance; or (b) selling SRECs to non-GIS entities and retiring them on behalf of such entities by transferring them into the GIS Reserved Account.

This table is also meant to enable DOER to understand for itself and to share in its *Annual Compliance Report* the way SRECs were used within and beyond the RPS marketplace during the Compliance Year.

[2] In case DOER does require additional verification, note the following methods by which a Supplier offering an attribute-based product could verify its Product sales without an audit:

(a) If a Supplier's Product is Green-E certified, the audit for that certification would suffice.

(b) If a Supplier uses an electronic business transactions (EBT) provider to manage the customers switching to its Product, that provider would qualify as a third party for verification.

(c) A Supplier could set up a new supplier account when using EBT to sign up customers in each utility service territory.

TABLE 1C. FINAL DISPOSITION OF SREC IIS (IN 2. PRELIM TAB)

This optional table does the same for SREC IIs as the previous Table IB does for SRECs, and it is identically structured.

TAB 2A: RPS CLASS I EXEMPTION

ELECTRICITY SUPPLIED UNDER RETAIL CONTRACTS EXECUTED OR EXTENDED BEFORE JANUARY 1, 2019

This worksheet (Tab 2a. RPS Class I Exempt) enables Retail Electricity Suppliers to document any Retail Load served under contracts executed or extended before January 1, 2019. Any exempt load reported must incorporate line losses.

The explanation and additional instructions for this procedure, including definition/determination of a contract extension and required documentation, are included in the *RPS Class II & APS Compliance Basis Guideline* (*5/25/10). Please note that the exemption of load served under a qualifying exempt contract ends on the effective date of that contract's subsequent extension*.

The MWh data will be copied to Columns D and E in Table 5 for RPS Class I Compliance. Different Minimum Standards apply to these columns (see Columns L and M of Table 5).

Enter the data for Table 2Ai to the best of your ability to project qualified exempt electrical load in future years. This data is for both DOER planning purposes and providing aggregated market information to all participants

---

TAB 2B: SCOII EXEMPTION

ELECTRICITY SUPPLIED UNDER RETAIL CONTRACTS: EXECUTED OR EXTENDED BEFORE APRIL 25, 2014, AND EXECUTED OR EXTENDED ON OR AFTER APRIL 25, 2014, AND ON OR BEFORE MAY 8, 2016

This worksheet (Tab 2C. SCO-II Exempt) enables Retail Electricity Suppliers to document any Retail Load served under contracts executed or extended before April 25, 2014, and under contracts executed or extended on or after April 25, 2014, and on or before May 8, 2016. Exempt load is reported in Columns F and H respectively in Table 2c. Any exempt load reported must incorporate line losses.

The explanation and additional instructions for this procedure, including definition/determination of a contract extension and required documentation, are included in the *RPS Class II & APS Compliance Basis Guideline* (*5/25/10). Please note that the exemption of load served under a qualifying exempt contract ends on the effective date of that contract's subsequent extension*.

The MWh data will be copied to Columns D, E and F in Table 6. Columns E and F have different Solar Carve-Out II Minimum Standards (see Columns L and M of Table 6). Since the MWh associated with Column D has 0% Minimum Standard, it does not appear in the calculations).

Enter the data for Table 2Ci to the best of your ability to project qualified exempt electrical load in future years. This data is for both DOER planning purposes and for providing aggregated market information to all participants. All such projections are understood as approximations and subject to change over time.

TAB 2C: CPS EXEMPTION

ELECTRICITY SUPPLIED UNDER RETAIL CONTRACTS EXECUTED OR EXTENDED BEFORE JANUARY 1, 2020

This worksheet (Tab 2D. CPS Exempt) enables Retail Electricity Suppliers to document any Retail Load served under contracts executed or extended before January 1, 2020. Any exempt load reported must incorporate line losses.

The explanation and additional instructions for this procedure, including definition/determination of a contract extension and required documentation, are included in the *RPS Class II & APS Compliance Basis Guideline* (*5/25/10). Please note that the exemption of load served under a qualifying exempt contract ends on the effective date of that contract's subsequent extension*.

The MWh data will be copied to Columns D and E in Table 11 for CPS Compliance. The CPS exempt load is not subject to a Minimum Standard.

Enter the data for Table 2Di to the best of your ability to project qualified exempt electrical load in future years. This data is for both DOER planning purposes and for providing aggregated market information to all participants. All such projections are understood as approximations and subject to change over time.

TAB 4. ERRANT

CY 2024 GENERATION ATTRIBUTES/CERTIFICATES NOT DOCUMENTED BY APPROPRIATELY SETTLED NIPOOL-GIS GENERATION UNIT CERTIFICATES ("ERRANT CERTIFICATES")[3]

Table Four is for information about 2024 RPS/APS/CPS/CES/CES-E Generation Attributes/Certificates that are from RPS/APS/CPS/CES/CES-E qualified Generation Units that participated in the NEPOOL GIS, but that cannot be documented by NEPOOL GIS in the "My Settled Certificates Reports" or that were not, for whatever reason, encoded as having RPS/APS/CPS or CES Attributes. This should not occur, but on rare occasions it does. The response by a Certificate owner upon realization of the error should be to contact the NEPOOL GIS Administrator at gis@apx.com to ask for guidance, which might include referral to DOER for approval.

If timely resolution cannot be reached at the GIS and the certificates remain "unsettled" or improperly encoded, then the Certificate owner must request permission of DOER and/or MassDEP in the case of CES and CES-E, to use these certificates for RPS/APS/CPS/CES/CES-E compliance. In that case, the owner must explain the failure to encode or to complete certificate transfer or settlement on time. If the GIS Certificates were not settled into product sub-accounts, then the Filer must email to DOER copies of the relevant quarterly "Unsettled Certificates" reports as downloaded, un-revised, comma separated, Excel spreadsheets. A similar procedure applies if the Certificates were transferred to the Reserved Certificates account (the latter can occur when a Supplier's Load Obligation in Quarter 4 is lower than the quantity of Certificates that is needed for compliance, especially if all the year's Certificates were banked to or acquired in Quarter 4).

Documentation of the information must be provided as an attachment to the *Filing*. If documentation is not provided as NEPOOL GIS reports, then the attached documentation must be specifically verified by an independent third party satisfactory to DOER***, a matter that you must discuss with DOER ahead of time***. Finally, documentation must include a separate, hard-copy letter of assurance satisfactory to the Department that **"the** *[name the type and describe the certificates]* **have not otherwise been, nor will be, sold, retired, claimed or represented as part of electrical energy output or sales, or used to**

[3] 225 CMR 14.09(2)(c)2.

satisfy obligations in jurisdictions other than Massachusetts", signed by the Authorized Representative who signs the Filing.

Note that the total for each of the several types of Attributes/Certificates will be copied automatically from Table 4B to a cell just under the Total cell for the "Not Documented" columns. If the value copied from Table 4B does not match the relevant Total cell in a compliance table, then either you have made an error and must correct it, or you must attach an explanation with the Filing.

Contact the RPS Program Manager for further guidance on satisfactory documentation and verification, or for situations not clearly covered here.

TAB 5: RPS I NON-SCO

TABLE 5: RPS CLASS I ANNUAL COMPLIANCE CALCULATIONS (NET OF THE SOLAR CARVE-OUTS)

RPS Class I Compliance Table – Brief Summary

The name of each Massachusetts NEPOOL GIS sub-account will be copied from Column B of Table 1A to Column B of this table. In addition, the total quantity of electricity sold (Retail Load Obligation) under each product will be copied automatically from Column C of Table 1A to Column C of this table. The information in Columns B and C of Table Two also will be copied automatically to the other 5 Compliance Tables.

The total quantity of Class I Exempt Load will be copied to Column D from Column F of Table 2A. The total net quantity of Class I Load will be copied to Column E from Column G of Table 2A.

In Columns F through I, enter the quantity of RPS Class I Renewable Generation Attributes[4] that you have acquired (as CY 2024 GIS Certificates. Errant or Banked from the two previous CY Filings) and now own for the purpose of RPS Class I Annual Compliance in CY 2024. See the Detailed Instructions below.

➢ *Most of the instructions for Table 5 are identical to the instructions for Tables 6 through 11.*

Procedure for Determination of Retail Sales as Retail Load Obligation:

In accordance with the *Guideline* dated May 24, 2012,[5] and subject to certain adjustments provided in that *Guideline*, each Supplier will regard and use as the total electricity sold to its End-Use Customers (Table 1A, Column C) the figure provided by DOER in a "Load Obligation" spreadsheet attached to an email sent to the Supplier in mid-May. That figure should be the *same* as the total that the Supplier can calculate from data provided to it separately by its host utilities. However, that figure is *not* likely to match the total of the Load Obligation Certificates minted in its GIS account during the four quarters of the year, due to the delayed schedule by which the ISO New England reports 90 Day Resettlement data to the GIS Administrator. The *Guideline* and the procedure detailed therein are meant to correct for those delays and to ensure that all Suppliers use the same basis for their compliance calculations.

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[4] RPS Class I Renewable Generation Attribute, which is defined in 225 CMR 14.02, is signified in a NEPOOL GIS Certificate as MA Class I Renewable Generation Unit. A GIS Certificate with a MA Class I Renewable Generation Attribute is termed a "REC" (renewable energy certificate or credit) or a "Class I REC" in common marketplace parlance. ***NOTE!*** The acronym "REC", which is not defined in MA Regulations, also can refer informally to a GIS certificate earned by a Renewable Generation Unit that is not qualified by DOER for RPS Class I, such as an RPS Class II qualified Generation Unit or some other Renewable Generation Unit that uses a resource defined as Renewable but which, for whatever reason, has not applied for or is not eligible for either class of MA RPS. Examples of the latter may include Hydroelectric or Biomass plants that do not meet the size or environmental criteria, or renewable plants qualified for RPS in another New England state but not in Massachusetts.

[5] ***NOTE!*** **It is important that every Supplier read and understand the *Guideline for Retail Electricity Suppliers on the Determination of Sales to End-use Customers for Calculating their Annual RPS & APS Obligations*, 5/24/12, at http://www.mass.gov/eea/docs/doer/rps-aps/rps-compliance-basis-guideline.pdf. The summary in these instructions does not substitute for the details in the *Guideline*.**

REC Data and Formulas:

Detailed Column Instructions for RPS Class I Compliance and Documentation of Information

Column B: Sub-Account and/or Product Name

This information will be copied automatically from Table 1A, Column B and cannot be changed here.

Column C: Total Electricity Sold in CY 2024 for each Retail Electricity Product[6]

This information will be copied automatically from Table 1A, Column C and cannot be changed here.

Column D: Total Electricity Sold in CY 2024 for each Retail Electricity Product that were Executed or Extended before January 1, 2019.

This information will be copied automatically from Table 2A, Column E and cannot be changed here.

Column E: Total Electricity Sold in CY 2024 for each Retail Electricity Product that were Executed or Extended on or after January 1, 2019.

This information will be copied automatically from Table 2A, Column F and cannot be changed here.

Column F: CY 2024 NEPOOL GIS MA Class I Renewable Generation Unit Certificates[7]

List the total quantity of MA Class I Renewable Generation Unit Certificates (RECs[8]) recorded for each Retail Electricity Product in your relevant NEPOOL GIS subaccounts. Include all settled Class I non-solar carve out RECs intended to meet RPS Class I compliance and for future banking of RPS Class I RECs. *HOWEVER, please do not include Class I RECs intended for CES compliance (and CES banking)*.

Documentation for Column F.

For all RECs used for compliance, please provide documentation as an Attachment to the *Filing in the form of* the NEPOOL GIS "My Certificates Disposition - Settled" report for the 2024 Compliance Year.

- Although, for your own purposes, you can sort, filter, calculate, etc., downloaded GIS spreadsheets, DOER requires that you submit for your Compliance Filing the original downloaded version of each. You **may not delete, hide, or omit any rows of the GIS reports, including those for Unassigned, Unsettled, or Residual Mix certificates, and you may not delete any rows for other states.**
- Please do not download the GIS report until a few days after the end of the fourth quarter's trading period. To do it prematurely can result in data that has not been finalized at the end of a year.
- Download each report as a **comma-separated value (csv) formatted MS Excel file.**
- DOER will ***not*** accept GIS reports that are not named and formatted as specified above
- *Please do not mail hard copies of these GIS reports.*

NOTE! *If you use any SRECs or SREC IIs for RPS Class I compliance it is helpful if you report their quantity in row "I" of Table 1B or 1C.*

NOTE! If any of your certificates were not settled in retail product sub-accounts or were **not** correctly encoded for RPS, do not report them in Column F. Report them in Table Four and Column G of Table 5.

[6] 225 CMR 14.09(2)(a) and (b). Also see footnote 5.
[7] 225 CMR 14.09(2)(c)1.
[8] Regarding RPS Class I Renewable Generation Attributes and RECs, see footnote 4.

Column G: CY 2024 RPS Class I Attributes not Documented by Settled NEPOOL GIS MA Class I Renewable Generation Unit Certificates[9]

Column G reports any 2024 RPS Class I RECs that could not, for what**ever** reason, be documented by the NEPOOL GIS "My Settled Certificates Disposition" reports. The number in the Total cell G25 should match the total of G26 carried over from Table 4. If the two values do not match, either you have made an error and should correct it, or you must include or attach an explanation with your Filing.

Columns H & I: Banked Attributes from the CY 2022 and/or 2023 *Annual Compliance Filings*[10]

If you have any Banked Attributes from 2022 reported to you by DOER, enter them in Column H. *If any available 2022 banked RECs are not used for CY 2024 compliance, they will expire as unused.*

If you have Banked Attributes from 2023 reported by DOER to you, enter them in Column I. Any Banked Certificates from 2023 could be held and used for CY 2025 compliance instead.

NOTE! ***Banking has a differing definition between NEPOOL-GIS and DOER! Surplus Attributes (RECs) cannot be banked between years <u>within</u> the NEPOOL- GIS.***

NOTE! ***Any certificates left in the GIS Banking account at the end of Q4 trading will be swept into Unsettled Certificates as Residual Mix certificates. Do not leave any certificates in the GIS Banking account at the end of Q4 trading.***

NOTE! ***The NEPOOL GIS Reserved Account is also not intended for banking any assachusetts renewable certificates.***

Column J: Leftover SCO Banked Attributes used for 2024 *Annual Compliance Filings*

If you have any leftover SCO Banked Attributes after meeting SCO compliance you may enter them in Column J.

Column K: CY 2024 Alternative Compliance Credits (from <u>Alternative Compliance Payments</u>)[11]

*Table 5 will execute this calculation automatically, and you **<u>cannot</u>** change the calculated result.*

The Compliance Table spreadsheet automatically calculates the amount of Alternative Compliance Credits, if any. This is the number of Alternative Compliance Credits that is subject to the Alternative Compliance Payment.

<u>IMPORTANT NOTE</u>: To get credit for these ACP Credits, you will need to make an Alternative Compliance Payment (ACP) to the MassCEC ***<u>no later than Friday</u>*, <u>June 27, 2025</u>**, for the MassCEC to have sufficient time to process the payment and e-mail you a signed ACP receipt (Tab N) that you must include with your electronic filing by July 1.

- Table 15A of the *Workbook* will automatically calculate the amount of your ACP by multiplying the total of your unmet RPS Attribute obligation from Column J of this Table by the Class I ACP Rate for CY 2024.

[9] 225 CMR 14.09(2)(c)2. This column is for NEPOOL GIS Certificates representing the output of RPS Class I-qualified Generation Units but not coded as "MA Class I Renewable Generation Unit", as well as for MA Class I RECs that, for <u>whatever</u> reason, were not settled in your GIS sub-accounts. **In either case, you ***<u>must</u>* contact the RPS Program Manager at DOER for approval and procedures to use them for RPS compliance**.

[10] 225 CMR 14.08(2) provides: "A Retail Electricity Supplier may use RPS Class I Renewable Generation Attributes produced in one Compliance Year for compliance in either or both of the two subsequent Compliance Years, subject to the limitations set forth herein and provided that the Retail Electricity Supplier is in compliance with 225 CMR 14.00 for all previous Compliance Years." See also 225 CMR 14.09(2)(d).

[11] 225 CMR 14.09(2)(e). See also 225 CMR 14.08(3).

- The data in Table 15A will be copied to Tab N which you to email to the MassCEC notifying them of your APC wire remittance.
- MassCEC will email you a signed copy of Tab N that you must in turn email to DOER with your compliance filing as proof that your ACP has been paid.

Column L: Total of Columns F through K for Each Product

Table 5 will execute this calculation automatically, and you cannot change the calculated result.
The column head is self-explanatory. The result(s) should equal or exceed the Column O figure(s).

Column M: Column M: Obligation for Total Electricity Sold in CY 2024 for each Retail Electricity Product that were Executed or Extended before January 1, 2019.

Column M calculates the obligation for load under contracts that were executed or extending before January 1, 2019 (see column D).

Table 5 will execute this calculation automatically, and you cannot change the calculated result.

Column N: Total Electricity Sold in CY 2024 for each Retail Electricity Product that were Executed or Extended on or after January 1, 2019.

Column N calculates the obligation for load under contracts that were executed or extending before January 1, 2019 (see Column E).

Table 5 will execute this calculation automatically, and you cannot change the calculated result.

Column O: Total Load Obligation for RPS Class I before netting of Solar Carve-Outs.

Colum O adds Columns M and N.

Table 5 will execute this calculation automatically, and you cannot change the calculated result.

Column P: Total Sales for each Product or Product subtotal, minus the total Solar Carve-Out and the total Solar Carve-Out II Obligations (from Tables 6 and 7)

Column P calculate the RPS Class I obligation less the SCOI obligation and the SCOII obligation. The result is the net obligation for RPS Class I.

Table 5 will execute this calculation automatically, and you cannot change the calculated result.

Columns Q, R & S: Calculation of Excess Attributes from 2024[12]

These three columns determine if you have any Attributes more than the number needed for RPS Class I compliance in CY 2024, and, if so, how many may be used for Banked Compliance in one or both of the next two Compliance Years. You cannot bank an amount greater than the banking limit.

The spreadsheet will automatically execute these calculations, and you cannot *change the calculated result.*

TAB 6. SCO

TABLE 6: RPS SOLAR CARVE OUT (SCO) ANNUAL COMPLIANCE CALCULATIONS

Column D: Total Electricity Supplied in CY 2024 [including line losses] under Contracts Executed or Extended on or before 6/28/2013[13]

The data in this column will be *copied automatically* from Column E of Table 2B.

You cannot change the information copied from that table.

[12] 225 CMR 14.09(2)(f). See also 225 CMR 14.08(2).

[13] 225 CMR 14.17(2)(a)4.

Column E: Total Electricity Supplied in CY 2024 [including line losses] under Contracts Executed or Extended after 6/28/2013.

The data in this column will be *copied automatically* from Column F of Table 2B, which you have already completed.

You cannot change the information copied from that table.

Column F: CY 2024 NEPOOL GIS MA Solar Carve-Out Unit Certificates (SRECs)

Enter the quantity of MA SRECs for each Retail Electricity Product in the Table. These quantities are documented by the NEPOOL GIS "My Settled Certificates."

NOTE! **Solar Credit Clearinghouse Auction Reminted SRECs that are vintage 2022 or 2023 are** to be treated in Table 6 the same as vintage 2024 SRECs, and NOT as "Banked" SRECs. The reason is that, unlike Banked Attributes/Certificates, they are still tradeable in the NEPOOL GIS, and must be settled in a retail subaccount to be used towards 2024 compliance. Enter them in column F, not in the Banked Certificates columns (H & I).

NOTE Re-minted vintage 2021 SRECs have a 2-year shelf life at the GIS, so they, can be used for RPS compliance in CY 2024. ***If re-minted vintage 2021 SRECs are not used for CY 2024 compliance, they will become unsettled certificates as of midnight on June 15th***. Re-minted vintage 2023 SRECs have a 2-year shelf life and can be used through CY 2025

NOTE! *If* **any** *of your SRECs were* **not** *settled in retail product sub-accounts or were* **not** *correctly encoded as SRECs, you may* **not** *include them in Column F figures. Instead, you* **must** *include them in Column G and in Table 4A.*

Column G: CY 2024 RPS Solar Carve-Out Attributes NOT Documented by Settled NEPOOLGIS "MA Solar Carve-Out Unit" Certificates (SRECs)[14]

Column G is for 2024 MA Solar Carve-Out Renewable Generation Attributes that ***cannot***, for whatever reason, be documented by NEPOOL GIS "My Settled Certificates" reports. For the quantity of MA SRECs listed in Column G of the Compliance Table, if any, provide information in Table Four. See the Instructions for Table Four. The number, if any, in the Total cell of Column G of Table 6 must equal the MWh total for SRECs in Table 4B, which will be *copied automatically* from Table Four to a cell beneath the Totals cell of Column G. If the two values do not match, either you made an error to correct, or you must include or attach an explanation with your *Filing*.

[14] 225 CMR 14.09(2)(c)2. This column is for NEPOOL GIS Certificates representing the output of RPS-qualified Solar Carve-Out Renewable Generation Units but not coded as "MA Solar Carve-Out Unit", as well as for SRECs that, for whatever reason, were not settled in your GIS sub-accounts. **In either case, you must contact the RPS Program Manager at DOER for approval and procedures to use them for RPS compliance**.

Column H: Banked Attributes from the CY 2022 Annual Compliance Filing

If you have Banked Attributes from 2022 (from Certificates approved by DOER as bankable surplus SRECs from your 2022 Filing and not used for your 2023 Filing), enter them here. *If 2022 banked SRECs are not used for CY 2024 compliance, they will expire as unused. [Note: any leftover 2022 Banked SCO certificates after meeting compliance can be used for RPS Class I.]*

Column I: Banked Attributes from the CY 2023 Annual Compliance Filing

If you have Banked Attributes from 2023 (from Certificates approved by DOER as bankable surplus SRECs from your 2023 *Filing*), and you choose to apply them toward your 2024 SREC compliance obligation, then enter the chosen quantity here. *[Note: any leftover 2023 Banked SCO certificates after meeting compliance can be used for RPS Class I.]*

Column J: CY 2024 Alternative Compliance Credits (from Alternative Compliance Payments)

Follow the same instructions as for RPS Class I, Table 5, Column J.

Column K: Total of Columns F through J for Each Product

The column heading is self-explanatory. The result(s) should equal or exceed the Column N figure(s).

The spreadsheet will execute this calculation automatically, and you cannot change the calculated result.

Column L: Calculation of Obligation under contracts executed before 6/28/2013 for each Product.

The spreadsheet will execute this calculation, and you cannot change the calculated result.

Column M: Calculation of Obligation under contracts executed on or after 6/28/2013 for each Product.

The spreadsheet will execute this calculation, and you cannot change the calculated result.

Column N: Total CY 2024 Solar Carve-Out Obligation [=L+M]

This column calculates the compliance total of the bifurcated Minimum Standards rounded to the nearest whole MWh. [This total SCO obligation is subtracted from the overall RPS Class I Compliance Obligation in Table 5, Column O].

The spreadsheet will execute this calculation, and you cannot change the calculated result.

Columns O, P, & Q: Calculation of Excess Attributes from 2024

These three columns determine if you have any Attributes more than the number needed for RPS compliance in CY 2024, and, and, if so, how many may be used for Banked Compliance in one or both of the next two Compliance Years. You cannot bank an amount greater than the banking limit.

The Banking Limit for Solar Carve-Out Renewable Generation is **10%** of the amount needed for compliance in the year the Attributes were generated.[15]

Explanations are in the headings of the three spreadsheet columns and are embodied in the formulas in the Totals row.

These calculations use only column totals, not individual Product figures.

If you have more surplus SRECs than the bankable limit, see options identified in the instructions for Table 1B.

[15] 225 CMR 14.08(2)(b).

The spreadsheet will automatically execute these calculations, and you cannot change the calculated result.

TAB 7. SCOII

TABLE 7: RPS CLASS I – SOLAR CARVE OUT II (SCO II) ANNUAL COMPLIANCE CALCULATIONS

Column B: Sub-Account and/or Product Name

This information will be copied automatically from Table 1A, Column B and cannot be changed here.

Column C: Total Electricity Sold in CY 2024 for each Retail Electricity Product[16]

This information will be copied automatically from Table 1A, Column C, and cannot be changed here.

Column D: Total Electricity Supplied in CY 2024 under Contracts Executed or Extended before 4/25/2014[17]

The information in this column will be *copied automatically* from Column E of Table 2C. This quantity is ***exempt*** from any Solar Carve-Out II Minimum Standard.

Column E: Total Electricity Supplied in CY 2024 under Contracts Executed or Extended or after 4/25/2014 and on or before 5/8/2017.

The information in this column will be *copied automatically* from Column G of Table 2C. This quantity is subject to a Solar Carve-Out II Minimum Standard.

Column F Total Net Electricity Supplied in CY 2024 under non-Exempt Contracts.

The information in this column will be *copied automatically* from Column H of Table 2C. This quantity is subject to a Solar Carve-Out II Minimum Standard.

Column G: CY 2024 NEPOOL GIS MA Solar Carve-Out II Generation Certificates (SREC IIs)[18]

Enter the quantity of MA SREC IIs for each Retail Electricity Product in this Column. These quantities are documented by the NEPOOL GIS "My Certificates Disposition" report(s), which already have been explained above in the instructions for Column D of Table 5, Class I.

NOTE! **Solar Credit Clearinghouse Auction Re-minted SRECs IIs** are to be treated in Table 6 the same as vintage 2024 SREC IIs, not as "Banked" SREC IIs. The reason is that, unlike *Bank*ed Attributes/ Certificates, they are still tradeable in the NEPOOL GIS, and must be settled in a retail subaccount to be used towards 2024 compliance. Enter them here in column G, not in the *Banked* Certificates columns (I and J).

NOTE! *If* **any** *of your SREC IIs were* **not** *settled in retail product sub-accounts or were* **not** *correctly encoded as SREC IIs, you may* **not** *include them in Column F figures. Instead, you* **must** *include them in Column H and in Table 4A.*

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[16] 225 CMR 14.09(2)(a) and (b). ***NOTE!*** **See the *Guideline for Retail Electricity Suppliers on the Determination of Sales to End-Use Customers for Calculating their Annual RPS & APS Obligation*** (May 24, 2012), on-line at http://www.mass.gov/eea/docs/doer/rps-aps/rps-compliance-basis-guideline.pdf.

[17] See the *Guidelines* cited in the instructions (above) for the Exempt Contracts Data les.

[18] 225 CMR 14.09(2)(c)1.

Column H: CY 2024 RPS Solar Carve-Out Attributes not Documented by Settled NEPOOL GIS SCO II Certificates [SREC IIs][19]

Column H is for 2024 MA Solar Carve-Out II Renewable Generation Attributes that ***cannot***, for whatever reason, be documented by NEPOOL GIS "My Certificates Disposition" report(s). For the quantity of MA SREC IIs listed in Column G of the Compliance Table, if any, provide information in Table Four. The number, if any, in the Total cell of Column G must equal the MWh total for SREC IIs in Table 4B, which will be *copied automatically* from Table Four to a cell beneath the Totals cell of Column G. If the two values do not match, either you have made an error and should correct it, or you must include or attach an explanation with your *Filing*.

Column I: Banked Attributes from the CY 2022 Annual Compliance Filing

If you have available SRECII Banked Attributes from 2022 (from Certificates approved by DOER as bankable surplus SRECIIs from your 2022 Filing and not used for your 2023 Filing), enter them here. *Any 2022 banked SRECIIs that are not used for CY 2024 compliance will expire as unused.*

Column J: Banked Attributes from the CY 2023 Annual Compliance Filing

If you have SRECII Banked Attributes from 2023 (from Certificates approved by DOER as bankable surplus SRECIIs from your 2023 *Filing*), and you choose to apply them toward your CY2024 SRECII compliance obligation, then enter the chosen quantity here. Any Banked SRECIIs attributed from 2023 could be held and used for CY 2025 compliance instead.

Column K & L See descriptions for Columns J and K for SRECs above.

Column M Obligation for Load under Contracts Executed or Extended On or After April 25, 2014, and Before May 8, 2017

This column calculates the Compliance Obligation of the contracts executed or extended after April 25, 2014, and on or before 5/8/2017. It multiplies Column E times the applicable Minimum Standard.

Column N Obligation for Load under Contracts Executed or Extended On or After May 8, 2017

This column calculates the Compliance Obligation of the contracts executed or extended on or after May 8, 2017. It multiplies Column F times the applicable Minimum Standard.

Column O: Total Obligation for SCO II

This column adds Columns M and N to derive the SREC II Compliance Obligation.

T*he spreadsheet will execute this calculation, and you can*not *change the calculated result.* The result will be subtracted from the overall Class I Minimum Standard in Table 5, Column O.

TAB 8. RPS II RENEN

TABLE 8: RPS CLASS II RENEWABLE GENERATION ANNUAL COMPLIANCE CALCULATIONS

Self-explanatory. See Instructions for Table 5 for more information.

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[19] 225 CMR 14.09(2)(c)2. This column is for NEPOOL GIS Certificates representing the output of RPS-qualified Solar Carve-Out Renewable Generation Units but not coded as "MA Solar Carve-Out II Unit", as well as for SREC IIs that, for whatever reason, were not settled in your GIS sub-accounts. **In either case, you must contact the RPS Program Manager at DOER for approval and procedures to use them for RPS compliance**.

TAB 9. RPS II WASTE ENERGY

TABLE 9: RPS CLASS II WASTE ENERGY ANNUAL COMPLIANCE CALCULATIONS

Self-explanatory. See Instructions for Table 5 for more information.

TAB 10. APS

TABLE 10: APS ANNUAL COMPLIANCE CALCULATIONS

Self-explanatory. See Instructions for Table 5 for more information.

TAB 11. CPS

TABLE 11: CPS ANNUAL COMPLIANCE CALCULATIONS

Self-explanatory. See Instructions for Table 5 for more information.

TAB 12. CES

TABLE 12: CLEAN ENERGY STANDARD (CES) ANNUAL COMPLIANCE CALCULATIONS

NOTE RPS Class I banked certificates cannot be used for CES compliance and vice versa.

Column B: Sub-Account and/or Product Name

This information will be copied automatically from Table 1A, Column B and cannot be changed here.

Column C: Total Electricity Sold in CY 2024 for each Retail Electricity Product, as defined in 225 CMR 14.09(2)(b)[20]

This information will be copied automatically from Table 1A, Column C and cannot be changed here.

The following sequence (out-of-order) demonstrates how the net CES compliance obligation is calculated.

Column L: Total CY 2024 Clean Energy Standard Obligation

This information with be automatically calculated.

Column K: CY 2024 RPS Class I Compliance Obligation

This information with be automatically calculated.

[20] 225 CMR 14.09(2)(a) and (b). ***NOTE!*** **See the** ***Guideline for Retail Electricity Suppliers on the Determination of Sales to End-Use Customers for Calculating their Annual RPS & APS Obligation*** (May 24, 2012), on-line at http://www.mass.gov/eea/docs/doer/rps-aps/rps-compliance-basis-guideline.pdf.

This column is taken from Column N of TABLE 5: Renewable Energy Portfolio Standard (RPS) Class I Annual Compliance Calculations.

Column J: CY 2024 Clean Energy Standard Net Obligation

This information with be automatically calculated.

This column subtracts Column K from Column L. In other words, it determines the net CES compliance obligation after subtracting the RPS Class I compliance obligation from the Total CES compliance obligation.

Column D: CY 2024 NEPOOL GIS Clean Energy Generation Certificates (CECs) applied to 2024 CES compliance.

Enter the quantity of Clean Energy Generation Certificates (CECs) being placed towards compliance with the CES.

Column E: CY 2024 Clean Energy Attributes NOT documented by Settled NEPOOL GIS CECs

This information will be copied automatically from Table 4.

Column F: Banked Attributes from the CY 2022 Annual Compliance Filing

If you have available CES Banked Attributes from 2022 (from Certificates approved by DOER as bankable surplus CECs from your 2022 *Filing and not used for your 2023 Filing*), enter them here. Any *2022 banked CECs that are not used for CY 2024 compliance will expire as unused.*

Column G: Banked Attributes from the CY 2023 Annual Compliance Filing

If you have CES Banked Attributes from 2023 (from Certificates approved by DOER as bankable surplus CECs from your 2023 *Filing*), and you choose to apply them toward your 2024 CES compliance obligation, then enter the chosen quantity here. Any Banked CECs attributed from 2023 could be held and used for CY 2025 compliance instead.

Column H CY 2024 Clean Energy Compliance Credits, from ACPs

Automatically calculated by subtracting columns D and E from column J. Result transferred to Table 13b.

- Table 13b of the *Workbook* will automatically calculate the amount of your ACP by multiplying the total of your unmet net CES obligation from Column H of this Table by the CES ACP Rate for CY 2024.
- MassDEP will send an invoice to the supplier for the Total ACP amount in Table 13b. Payment instructions and due date will be included on the invoice.

Column I: Total Net CES Attributes

This information will be automatically calculated.

Columns O, P, and Q: Banking

The spreadsheet will automatically execute these calculations, and you cannot change the calculated result.

These three columns determine if you have any Attributes more than the number needed for CES incremental compliance in CY 2024, and, if so, how many may be used for Banked Compliance in 2024 or 2024. You cannot bank an amount greater than the banking limit.

TAB 13. CES-E

Self-explanatory. See Instructions for Table 5 for more information.

NOTE: No load exemption is allowed beginning with Compliance Year 2024.

NOTE No banking is allowed for CES-E.

TAB 14. GHG

CALCULATIONS OF BIOGENIC AND NON-BIOGENIC GHG EMISSIONS REPRESENTED BY NEPOOL-GIS RENEWABLE OR CLEAN ENERGY CERTIFICATES

THIS FORM IS REQUIRED TO BE FILLED OUT AS IT WILL BECOME PART OF YOUR CY2024 AQ32 (DUE SEPTEMBER 15, 2025)

Please see the instructions on Tab 14. GHG, of the 2024 RPS/APS/CPS/CES Annual Compliance Workbook. Please contact climate.strategies@mass.gov if you have any question on how to fill out the form.

TAB 15. GREEN

TABLE 15: GREEN POWER PRODUCT CALCULATION (RPS CLASS I ONLY)

Table 15 is for information to document your use of 2024 RPS Class I Renewable Generation Attributes to satisfy the marketing claims of Green Power Products, *as distinguished from* your use of *other* 2024 RPS Class I Renewable Generation Attributes for 2024 RPS compliance. Each Product listed in this Table should *also* appear as a separate sub-account in your GIS documentation and, therefore, must be listed as a separate sub-account in the RPS Class I Compliance Table 5 of this *Filing*, along with its total retail sales carried forward from Table 1A (Tab 2. Prelim).

Please entire in Column E of Table 15 the 2024 RPS Class I Renewable Generation Attributes used to fulfill product marketing claims over and above the compliance obligation for the same sub-account shown in Table 5. The GIS My Certificates Disposition Report should include for each Green sub-account all the RPS Class I renewable certificates used to fulfill the standard obligation and the green marketing claims (i.e., the sum of all such RPS Class I renewable certificates for each sub-account should equal the amount reported in Table 5 and the amount reported in Table 15).

***Note*: If** you transferred any RPS Class I RECs into the NEPOOL GIS **Reserved Account** as Voluntary Renewable Energy for individual retail customers *in Massachusetts*, you must inform DOER and attach to your emailed *Filing* a spreadsheet formatted copy of the relevant documentation. That is because those "VRECs" can qualify for the set-aside of Carbon Allowances under provisions of the Regional Greenhouse Gas Initiative ("RGGI"). See the information on Green Power Products and RGGI, on pages 24-25. If you have any questions about this provision, please contact the RPS Program Manager.

TAB 15. ALL ACPs

Table 15A shows the calculated ACP owed by each class (except incremental CES) and the resultant total ACP. This table cannot be modified. The results of Table 15A are carried forward to Tab N which must be emailed to MassCEC when payment is made.

Table 15B shows the calculated ACP owed for incremental CES. This table cannot be modified. MassDEP will send an invoice to the Supplier for the total amount it owes in ACP. See notes on Table 15B for additional instructions.

TABS C AND A

This section consists of the last two worksheets, which are unnumbered but labeled as tabs C and A.

Tab C. Certification is a form on which the Authorized Representative named in Section 1.4 must sign and date three times.

The first two relate to Massachusetts Renewable, Alternative and Clean Energy Portfolio Standards Certifications. First, the Authorized Representative certifies that the Generation Attributes used for RPS, APS, and CPS compliance have not been double counted by any other use, and second, that the *Filing* is true, accurate, and complete.

The Authorized Representative also must sign the Massachusetts Clean Energy Standard Certification.

Tab C. Authorization is meant to assure DOER that the Authorized Representative is, in fact, authorized by the filing entity to sign the Filing on behalf of the company. **You *must* enter the "basis for this Statement of Authorization" in the large text box.** Note that the filing entity *may* substitute its own document to assure DOER of the Authorized Representative's authorization.

These two pages should be electronically sighed by the Authorized Representative. Alternatively, they could be printed out, signed, saved, and scanned as a pdf and emailed to DOER along with the rest of the Supplier's filing.

TAB N

NOTIFICATION AND INSTRUCTIONS FOR WIRING ACPS TO THE MASSCEC

Tab N is for Supplier's that have an RPS, APS or CPS ACP only. See Table 11 for CES/CES-E ACP instructions.

Tab N is to be used to notify the Massachusetts Clean Energy Center (MassCEC) of the types and amounts of any ACPs that the Supplier is using toward RPS, APS and CPS compliance in lieu of available Certificates. The table on this tab will populate automatically from Table 16. The only additional information that must be added is the ACP contact person and their email. You may use information from Tab 0 or, if you prefer, enter different information for ACP remittance purposes. In addition, a cell is provided on this form in case the wire transfer will have a different name on it than the Retail Supplier name; if that is *not* the case, simply leave it blank.

NOTE! Only one Alternative Compliance Payment is required to cover all classes owing an ACP.

You must e-mail Tab N to the MassCEC on the same day as you wire the ACP, so that the MassCEC can match the amount of the remittance to your Supplier name and to your particular ACP Credits. Please print and email Tab N to:

finance@masscec.com

If you have any questions about the wiring instructions or wiring procedure, please contact MassCEC at:

finance@masscec.com.

The MassCEC will, upon receipt of your ACP, email you a signed Tab N ACP receipt that lists the dollar amounts and MWh of Credits for each type and class of ACP that you remit.

NOTE! Upon receiving your signed ACP Receipt (Tab N.) from MassCEC, you must email it to DOER as part of your Compliance Filing.

NOTE! The ACP wire payment should be made no later than Thursday, June 27, 2025

NOTE! However, do **not** delay email submission of your Compliance Filing if you have not yet received your ACP Receipt from MassCEC. Email the Filing **on time,** and then email the ACP Receipt to the same DOER email address as soon as you receive it.

NOTE! *If no ACP is made, no receipt (Tab N) is required by DOER.*

GUIDELINE ON RETAIL ELECTRICITY PRODUCTS, GREEN POWER PRODUCTS, AND RGGI[21]

- **RETAIL ELECTRICITY PRODUCTS**

Retail Electricity Suppliers are reminded that they are required to comply in each Compliance Year regarding each individual Retail Electricity Product that they offer, and that each such Retail Electricity Product (including Basic Service) must have its own sub-account at the NEPOOL GIS. The DOER will accept GIS Certificates as documentation for RPS, APS, CPS and CES compliance only if the Certificates are included in "My Certificates Disposition Report" from NEPOOL GIS sub-accounts. However, DOER may accept other GIS Certificates in its sole discretion and only under unusual circumstances.

Retail Electricity Product is defined in the S regulations at 225 CMR 14.02, 15.02, 16.02, 21.02 and 310 CMR 7.75 (2) as follows:

> *An electrical energy offering that is distinguished by its Generation Attributes and that is offered for sale by a Retail Electricity Supplier to End-Use Customers in Massachusetts.*

Generation Attribute ("Attribute") is defined at 225 CMR 14.02, 15.02, & 16.02 as follows:

> *A non-price characteristic of the electrical energy output of a Generation Unit including, but not limited to, the Unit's fuel type, emissions, vintage and RPS [*or *APS] eligibility.*

Thus, any retail product offering that makes an Attribute-based marketing claim – for example, a "green" product, a "clean" product, or a "50% renewable" product – would (1) be a Retail Electricity Product under RPS and APS, (2) require its own NEPOOL GIS sub-account, and (3) need to be demonstrably in

[21] This section replaces the "Guidance for Retail Electricity Suppliers on the Use of NEPOOL GIS Sub-Accounts for the Purpose of Documenting Massachusetts RPS Compliance" that DOER issued on May 15, 2003. ***NOTE!*** Also see the following: *Guideline for Retail Electricity Suppliers on the Determination of Sales to End-use Customers for Calculating their Annual RPS & APS Obligations*, 5/24/12, at http://www.mass.gov/eea/docs/doer/rps-aps/rps-compliance-basis-guideline.pdf for ***current*** guidance.

compliance with the RPS and APS Minimum Standards at 225 CMR 14.07, 15.07, & 16.07. Multiple retail product offerings to customers for which *different* Attribute-based claims are *not* made would ***not***, for RPS purposes, need to be differentiated as separate Retail Electricity Products under RPS and, therefore, would ***not***, for RPS purposes, require separate GIS sub-accounts. A Supplier ***is*** free, however, to establish separate GIS sub-accounts for non-RPS/APS purposes.

If a Supplier used NEPOOL GIS sub-accounts in 2024 for Massachusetts products that were *not* distinguished by Attributes of interest for RPS compliance (e.g., separate sub-accounts for Basic Service, for residential or commercial, for a particular municipality, for some large customers, etc.), the Supplier does not need to demonstrate compliance separately for such accounts.

The RPS and APS regulations at 225 CMR 14.09(2)(b), 15.09(2)(b), and 16.09(2)(b) require that the total retail sales for each Massachusetts Retail Electricity Product be "verified by an independent third party satisfactory to the Department, consis10t with the Guideline." For CY 2024, the verification requirement shall be met as specified in the instructions for Column C of Table 5 (Class I) of the *Compliance Filing Workbook*.

Finally, each Retail Electricity Product must comply with the RPS and APS Minimums Standards *in addition to* any possible marketing claim regarding supplying a certain percentage of electricity from renewable or alternative energy sources.

- **GREEN POWER PRODUCTS**

A Green Power Product is a product for which the Retail Electricity Supplier claims that it is providing electricity from renewable sources in excess of what is required for RPS compliance in the same year. ***NOTE!*** A Supplier ***cannot*** use any RPS Class I Renewable Generation Attributes/RECs for RPS compliance in this *Filing* ***if*** those same Attributes/RECs were also used or are being used to satisfy marketing claims for a Green Power Product in the same or any other Compliance Year, either in Massachusetts or in any other state or province.

DOER does not have responsibility for monitoring or ensuring compliance with retail marketing claims or representations. Nevertheless, if any of your Products during CY 2024 was a Green Power Product, then you must be prepared to demonstrate to the satisfaction of the Department that *none* of the RPS Class I Renewable Generation Attributes/RECs (including any Alternative Compliance Credits) used to satisfy the marketing claims or representations of such Products were also used for CY 2024 RPS Compliance. DOER retains the right, under 225 CMR 14.11 to audit the accuracy of all information submitted in or with this *Filing*, as well as to conduct on-site inspections and to copy records related to RPS compliance.

NOTE: Table 15 in the *Compliance Filing Workbook* will provide DOER with minimum accounting for the RPS Renewable Generation Attributes used in Green Power Products.

- **GREEN POWER PRODUCTS, VOLUNTARY RENEWABLE ENERGY (VRE), AND RGGI**

Since Compliance Year 2009, a Retail Electric Supplier that provides Green Power Products to end-use (retail) customers in Massachusetts consisting of RPS Class I Certificates *above the RPS Class I Compliance Obligation*, can report such "voluntary" Certificates to DOER for the purpose of setting aside an appropriate amount of Carbon Allowances from the Regional Greenhouse Gas Initiative (RGGI) auction.[22] This provision enables green product marketers to claim that the renewable energy will result in reductions in greenhouse gas emissions under the RGGI framework. The Voluntary Renewable Energy (VRE) RGGI Set-Aside program was established by DOER under 225 CMR 13.14: Voluntary Renewable Energy (VRE) Accounting. Any Supplier that documents in Table 15 the use of RPS Class I Certificates for Green Power Products is assumed to have retired them by or for Massachusetts residents, organizations, or companies, and may be contacted by DOER to confirm the marketing claims.

[22] See the MassDEP Regulation, 310 CMR 7.71(5)(c)1. b.

Exhibit 29

2024 MDE RBA Submissions

	Settlement Status				Total
Month	Received	Accepted	Billed	Denied	Submissions
January			3	3	6
February					0
March			4	3	7
April			4	5	9
May			1		1
June			9	1	10
July			7	2	9
August			19	4	23
September			13	6	19
October			10	3	13
November		9		1	10
December		7		3	10

Historical Comparison

Year	Submissions
2024	117
2023	33
2022	8
2021	15
2020	7
2019	4

2024 MDE RBA Submissions by Meter Reader

	Submissions												
Meter Reader	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
NSTAR Electric Company	4		6	6		9	8	14	15	10	9	9	90
The Narragansett Electric Company							1	7	1	2	1	1	13
New England Power Company			1	1		1		2		1			6
Public Service Company of NH	2								1				3
Eversource Energy Service Company									2				2
Liberty Utilities				1	1								2
CGI Technologies and Solutions Inc				1									1
Boston Energy Trading and Marketing													0
Braintree Electric Light Department													0
Calpine Energy Services, LP													0
Central Maine Power Company													0
CMEEC													0
Constellation Energy Generation													0
Dynegy Marketing and Trade LLC													0
Energy New England LLC													0
Fitchburg Gas & Electric Light Co													0
Genbright, LLC													0
Hudson Light & Power Department													0
MMWEC													0
MATEP, LLC													0
NextEra Energy Marketing, LLC													0
Pawtucket Power Holding Company													0
Reading Municipal Light Department													0
Taunton Municipal Lighting Plant													0
Town of Wallingford CT													0
United Illuminating Company													0
Unitil Energy Systems, Inc.													0
Vermont Electric Power Company													0
Versant Power													0

Exhibit 30

From: Meserve, Samantha (ENE) <samantha.meserve@mass.gov>
Sent: Thursday, October 9, 2025 3:40:31 PM
To: Fuller, Cherie <cherie.fuller@bp.com>
Subject: Massachusetts CY2024 Revised Load Obligation

You don't often get email from samantha.meserve@mass.gov. Learn why this is important

Massachusetts Total Load Obligation for CY2024

FINAL REVISED

October 9, 2025

BP Energy Retail Company LLC

Cherie Fuller,

As noted in the original Load Obligation letter DOER sent to you in May, DOER was aware that Eversource East (NStar) experienced issues during 2024 due to the implementation of a new billing system which inadvertently assigned loads to the wrong retail electricity suppliers and that the CY2024 Load Obligation might be subject to change. Eversource has now completed its Request for Billing Adjustments ("RBA") through December 2024.

The **CY2024** Revised **Total Load Obligation** to be used by **BP Energy Retail Company LLC** for its 2024 Massachusetts revised compliance reporting is:

[redacted]**MWh**,

DOER requests that complete a revised CY2024 Compliance Workbook **with the Revised CY2024 Total Load Obligation be returned with signatures by Tuesday, October 21, 2025 to doer.rps@mass.gov** (found here on DOER's website: https://www.mass.gov/doc/revised-2024-compliance-workbook-5-27-25/download). **Suppliers should make no changes other than to the Load Obligation (Tab 2, Excel Cell C34) to the Compliance Workbook it originally filed (except possibly for sub-account amounts that sum to the revised CY2024 Load Obligation). A GIS "My Settled Certificates" report will not be required.**

DOER shows below the original filed Load Obligation, the revised Load Obligation based on Eversource RBA adjustments, and the difference between the two.

Filed CY2024 Total Load Obligation: [redacted]**MWh**

Revised CY2024 Total Load Obligation: [redacted] **MWH**

Net Change in CY2024 Total Load Obligation: [redacted] **MWh**

If BP Energy Retail Company LLC wants a monthly breakout by utility of its load, please contact doer.rps@mass.gov with that request.

The following refers only to ACP payments owed to MassCEC for RPS, APS, and CPS.

Any payments owed to MassDEP for CES and/or CES-E will be addressed in a separate communication by MassDEP after your revised CY2024 Compliance Workbook is received by DOER.

Shown below are the original total ACP payment made to MassCEC, the estimated revised total ACP that would be owed under the revised Eversource RBA-adjusted Load Obligation and the estimated net change between the two. Actual revised ACPs and the difference between the two will be taken from the Revised Compliance Workbook that is submitted.

Original CY2024 ACP Payment: **$2,789,997.60**

Revised CY2024 ACP: **$1,068,981.80**

Net Change in CY2024 ACP: **$-1,721,015.80**

If the difference is positive, BP Energy Retail Company LLC would owe additional ACP. Please remit the additional payment to MassCEC as per normal. Payments will be due by Monday, October 21, 2025.

If the difference is negative, DOER will owe a refund to BP Energy Retail Company LLC. DOER is in the process of instructing MassCEC to return any excess ACP funds.

Please contact DOER at doer.rps@mass.gov if you have any question or require more information regarding RPS, APS or the CPS Alternative Compliance Payments.

Please contact MassDEP at climate.strategies@mass.gov if you have any questions or require more information regarding the CES/CES-E Alternative Compliance Payments.

Regards,

Samantha Meserve (she/her)

Director, Renewable and Alternative Energy Division

Massachusetts Department of Energy Resources

100 Cambridge Street, 9th Floor, Boston, MA 02114
Phone: [redacted]

Creating a clean, affordable, resilient, and equitable energy future for all in the Commonwealth.

Exhibit 31
(FILED SEPARATELY IN EXCEL FORMAT – PRIVILEGED AND CONFIDENTIAL PURSUANT TO 18 C.F.R. § 388.112 (2025), NOT AVAILABLE TO COMPETITIVE DUTY PERSONNEL)

Form of Notice of Complaint

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

BP Energy Retail Company LLC Complainant, v. ISO New England Inc., Eversource Energy, and NSTAR Electric Company Respondents.	)))))))))	Docket No. EL26-__-000

NOTICE OF COMPLAINT

(October [__], 2025)

Take notice that on October 14, 2025, BP Energy Retail Company LLC ("Complainant") filed a formal complaint against the ISO New England Inc, Eversource Energy, and NSTAR Electric Company, seeking a Commission order nullifying charges to Complainant for phantom load allocated to Complainant in the SEMA Zone during the months of July, August, and September 2024 and seeking alternative relief in the form of a mandatory limited waiver of the 101 day limit for adjustments to meter data errors under Market Rule 1 and Manual M-28 to effectuate the elimination of charges to Complainant for phantom load allocated during the months at issue.

Complainant certifies that copies of the complaint were served on the contacts for ISO-NE, Eversource Energy and NSTAR Electric Company as listed on the Commission's list of Corporate Officials.

Any person desiring to intervene or to protest this filing must file in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure (18 CFR 385.211 and 385.214). Protests will be considered by the Commission in determining the appropriate action to be taken, but will not serve to make protestants parties to the proceeding. Any person wishing to become a party must file a notice of intervention or motion to intervene, as appropriate. The Respondent's answer and all interventions, or protests must be filed on or before the comment date. The Respondent's answer, motions to intervene, and protests must be served on the Complainants.

The Commission encourages electronic submission of protests and interventions in lieu of paper using the "eFiling" link at http://www.ferc.gov. Persons unable to file

electronically should submit an original and 5 copies of the protest or intervention to the Federal Energy Regulatory Commission, 888 First Street, NE, Washington, DC 20426.

This filing is accessible on-line at http://www.ferc.gov, using the "eLibrary" link and is available for review in the Commission's Public Reference Room in Washington, DC. There is an "eSubscription" link on the web site that enables subscribers to receive email notification when a document is added to a subscribed docket(s). For assistance with any FERC Online service, please email FERCOnlineSupport@ferc.gov, or call (866) 208-3676 (toll free). For TTY, call (202) 502-8659.

Comment Date: 5:00 pm Eastern Time on (insert date).

Debbie-Anne A. Reese,

Secretary.

Form of Protective Agreement

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

BP Energy Retail Company LLC Complainant, v. ISO New England Inc., Eversource Energy, and NSTAR Electric Company Respondents.	)))))))))	Docket No. EL26-__-000

PROTECTIVE AGREEMENT

(Dated October 14, 2025)

1. Participants in this proceeding(s) may exchange documents or materials that are deemed to contain Privileged Material and/or Critical Energy/Electric Infrastructure Information (CEII), as those terms are defined herein. Accordingly, IT IS AGREED THAT this Protective Agreement shall govern the use of all such material produced by, or on behalf of, any Participant in the above-captioned proceeding(s).

2. The Commission's regulations[1] and its policy governing the labelling of controlled unclassified information (CUI),[2] establish and distinguish the respective designations of Privileged Material and CEII. As to these designations, this Protective Agreement provides that a Participant:

A. *may* designate as Privileged Material any material which customarily is treated by that Participant as commercially sensitive or proprietary or material subject to a legal privilege, which is not otherwise available to the public, and which, if disclosed, would subject that Participant or its customers to risk of competitive disadvantage or other business injury; and

B. *must* designate as CEII, any material that meets the definition of that term as provided by 18 C.F.R. §§ 388.113(a), (c).

3. For the purposes of this Protective Agreement, the listed terms are defined as follows:

[1] *Compare* 18 C.F.R. § 388.112, *with* 18 C.F.R. § 388.113. This Protective Agreement does not alter the respective requirements imposed by these sections on Privileged Material or CEII.
[2] *Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff*, 82 Fed. Reg. 18,632 (Apr. 20, 2017) (issued by Commission Apr. 14, 2017).

A. Participant(s): As defined at 18 C.F.R. § 385.102(b).

B. Privileged Material:[3]

i. Material (including depositions) provided by a Participant in response to discovery requests or filed with the Commission, and that is designated as Privileged Material by such Participant;[4]

ii. Material that is privileged under federal, state, or foreign law, such as work-product privilege, attorney-client privilege, or governmental privilege, and that is designated as Privileged Material by such Participant;[5]

iii. Any information contained in or obtained from such designated material;

iv. Any other material which is made subject to this Protective Agreement by agreement of the Participants ;

v. Notes of Privileged Material (memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses Privileged Material);[6] or

vi. Copies of Privileged Material.

vii. Privileged Material does not include:

a. Any information or document that has been filed with and accepted into the public files of the Commission, or contained in the public files of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be privileged by such agency or court;

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[3] The Commission's regulations state that "[f]or the purposes of the Commission's filing requirements, non-CEII subject to an outstanding claim of exemption from disclosure under FOIA will be referred to as privileged material." 18 C.F.R. § 388.112(a). The regulations further state that "[f]or material filed in proceedings set for trial-type hearing or settlement judge proceedings, a participant's access to material for which privileged treatment is claimed is governed by the presiding official's protective order." 18 C.F.R. § 388.112(b)(2)(v).

[4] *See infra* P 14 for the procedures governing the labeling of this designation.

[5] The Commission's regulations state that "[a] presiding officer may, by order . . . restrict public disclosure of discoverable matter in order to . . . [p]reserve a privilege of a participant. . . ." 18 C.F.R. § 385.410(c)(3). To adjudicate such privileges, the regulations further state that "[i]n the absence of controlling Commission precedent, privileges will be determined in accordance with decisions of the Federal courts with due consideration to the Commission's need to obtain information necessary to discharge its regulatory responsibilities." 18 C.F.R. § 385.410(d)(1)(i).

[6] Notes of Privileged Material are subject to the same restrictions for Privileged Material except as specifically provided in this Protective Agreement.

b. Information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Protective Agreement; or

C. Critical Energy/Electric Infrastructure Information (CEII): As defined at 18 C.F.R. §§ 388.113(a), (c).

D. Non-Disclosure Certificate: The certificate attached to this Protective Agreement, by which Participants granted access to Privileged Material and/or CEII must certify their understanding that such access to such material is provided pursuant to the terms and restrictions of this Protective Agreement, and that such Participants have read the Protective Agreement and agree to be bound by it. All executed Non-Disclosure Certificates must be served on all Participants on the official service list maintained by the Secretary of the Commission for this proceeding.

E. Reviewing Representative: A person who has signed a Non-Disclosure Certificate and who is:

i. Commission Trial Staff designated as such in this proceeding;

ii. An attorney who has made an appearance in this proceeding for a Participant;

iii. Attorneys, paralegals, and other employees associated for purposes of this case with an attorney who has made an appearance in this proceeding on behalf of a Participant;

iv. An expert or an employee of an expert retained by a Participant for the purpose of advising, preparing for, submitting evidence or testifying in this proceeding;

or

v. Employees or other representatives of Participants appearing in this proceeding with significant responsibility for this docket.

4. Privileged Material and/or CEII shall be made available under the terms of this Protective Agreement only to Participants and only to their Reviewing Representatives as provided in Paragraphs 6-13 of this Protective Agreement. The contents of Privileged Material, CEII or any other form of information that copies or discloses such materials shall not be disclosed to anyone other than in accordance with this Protective Agreement and shall be used only in connection with this specific proceeding.

5. All Privileged Material and/or CEII must be maintained in a secure place. Access to those materials must be limited to Reviewing Representatives specifically authorized pursuant to Paragraphs 7-12 of this Protective Agreement.

6. Privileged Material and/or CEII must be handled by each Participant and by each Reviewing Representative in accordance with the Non-Disclosure Certificate executed pursuant to Paragraph 12 of this Protective Agreement. Privileged Material and/or CEII shall not be used except as necessary for the conduct of this proceeding, nor shall they (or the substance of their contents) be disclosed in any manner to any person except a Reviewing Representative who is engaged in this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Privileged Material and/or CEII, but such copies automatically become Privileged Material and/or CEII. Reviewing Representatives may make notes of Privileged Material, which shall be treated as Notes of Privileged Material if they reflect the contents of Privileged Material.

7. Complainant shall physically mark with the words "Not Available to Competitive Duty Personnel," any Privileged Materials that Complainant believes in good faith would, if freely disclosed, subject Complainant, or a third party, to risk of competitive disadvantage or other concrete business injury if provided to all Reviewing Representatives. Such information may include, but is not limited to (a) non-public business development, acquisition, or marketing data, load data, customer data, asset data, account data, plans or activities, (b) non-public strategic business or financial plans or activities, or negotiations of services, prices and rates, the public disclosure of which such Participant in good faith believes would competitively harm the disclosing Participant or third party (hereafter "Market Sensitive Information"). Market Sensitive Information should customarily be treated by the providing Participant as sensitive or proprietary and not be available to the public. Any challenge to such a designation may be made as provided in this Protective Agreement for challenges to designations of Privileged Materials.

8. Solely with respect to Privileged Materials that have been marked "Not Available to Competitive Duty Personnel" and information derived therefrom, a Reviewing Representative may not be any employee or agent of Participant whose duties include, on a consistent and regular basis,

(a) the marketing, sale, or purchase of electric energy, capacity or ancillary services at wholesale or at retail in the ISO-NE region;

(b) management responsibility regarding, or the supervision of any employee whose duties include the marketing, sale or purchase of electric energy, capacity and ancillary services at wholesale or at retail in the ISO-NE region.

(c) the provision of consulting services regarding the marketing, sale, or purchase of electric energy, capacity or ancillary services at wholesale or at retail in the ISO-NE region; or

(d) management responsibility regarding other strategic business activities in which use of Market Sensitive Information could be reasonably expected to cause competitive harm to Complainant or third party (collectively, "Competitive Duties").

Persons in the preceding categories shall be referred to as “Competitive Duty Personnel”.

9. Notwithstanding the above, in-house and/or outside counsel for Participant may serve as a Reviewing Representative; provided, however, that in-house and/or outside counsel shall not disclose any Market Sensitive Information to Competitive Duty Personnel. In the event that (a) any person who has been a Reviewing Representative subsequently is assigned to perform any Competitive Duties, or (b) previously available Privileged Materials are changed to "Not Available to Competitive Duty Personnel," a Reviewing Representative involved in Competitive Duties shall have no access to Complainant Privileged Materials that are marked "Not Available to Competitive Duty Personnel" or information derived therefrom. Such Reviewing Representative shall immediately dispose of Complainant’s Privileged Materials in his/her possession that are marked "Not Available to Competitive Duty Personnel" and information derived therefrom and shall continue to comply with the requirements of the Non-Disclosure Certificate Concerning Privileged Material, Including Privileged Material Marked As Not Available to Competitive Duty Personnel, and this Protective Agreement with respect to any Privileged Materials to which such person previously had access.

10. Notwithstanding the foregoing, a person who otherwise would be disqualified as Competitive Duty Personnel may serve as a Reviewing Representative upon agreement of Complainant or, in the absence of such agreement, upon entry of an order of the Commission authorizing such person to serve as a Reviewing Representative. Any request for an agreement or order under the preceding sentence shall be subject to the following conditions: (i) Participant must certify in writing to Complainant that Participant's ability to participate effectively in the above-captioned proceedings would be prejudiced if it was unable to rely on the assistance of the particular Reviewing Representative; (ii) Participant must identify by name and job title the particular Reviewing Representative required and must describe the person's duties and responsibilities; (iii) the Participant claiming such prejudice must acknowledge in writing to Complainant that access to the Privileged Materials which are marked as Not Available to Competitive Duty Personnel shall be restricted only to such access necessary for the adjudication of the above-captioned proceedings, absent prior written consent of Complainant or authorization of the Commission with opportunity for Complainant to seek review of such decision as provided in this Protective Agreement; (iv) Participant must acknowledge in writing that any other use of Privileged Materials which are Not Available to Competitive Duty Personnel shall constitute a violation of this Protective Agreement; and (v) prior to having access to any Privileged Materials which are marked as Not Available to Competitive Duty Personnel, the Competitive Duty Personnel who is authorized to act as a Reviewing Representative must execute and deliver to Complainant a Non-Disclosure Certificate Concerning Privileged Material, Including Privileged Material Marked As Not Available to Competitive Duty Personnel, acknowledging his or her familiarity with the contents of this Protective Agreement and the particular restrictions set forth in this paragraph regarding such Privileged Materials. Such agreement by Complainant shall not be unreasonably withheld, delayed, or conditioned. Materials marked as "Not Available to Competitive Duty Personnel" shall be returned or destroyed at the conclusion of the above- captioned proceedings as otherwise provided in this Protective Agreement.

11. If a Participant wishes to designate a person not described in Paragraph 3.E above as a Reviewing Representative, the Participant must seek agreement from the Participant providing the Privileged Material and/or CEII. If an agreement is reached, the designee shall be a Reviewing Representative pursuant to Paragraph 3.D of this Protective Agreement with respect to those materials.

12. A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Privileged Material and/or CEII pursuant to this Protective Agreement until three business days after that Reviewing Representative first has executed and served a Non-Disclosure Certificate.[7] However, if an attorney qualified as a Reviewing Representative has executed a Non-Disclosure Certificate, any participating paralegal, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. Attorneys designated Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Protective Agreement, and must take all reasonable precautions to ensure that Privileged Material and/or CEII are not disclosed to unauthorized persons. All executed Non-Disclosure Certificates must be served on all Participants on the official service list maintained by the Secretary of the Commission for the proceeding.

13. Any Reviewing Representative may disclose Privileged Material and/or CEII to any other Reviewing Representative as long as both Reviewing Representatives have executed a Non-Disclosure Certificate. In the event any Reviewing Representative to whom Privileged Material and/or CEII are disclosed ceases to participate in this proceeding, or becomes employed or retained for a position that renders him or her ineligible to be a Reviewing Representative under Paragraph 3.D of this Protective Agreement, access to such materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Protective Agreement and the Non-Disclosure Certificate for as long as the Protective Agreement is in effect.[8]

14. All Privileged Material and/or CEII in this proceeding filed with the Commission, or submitted to any Commission personnel, must comply with the Commission's *Notice of Document Labelling Guidance for Documents Submitted to or Filed with the Commission or Commission Staff*.[9] Consistent with those requirements:

A. Documents that contain Privileged Material must include a top center header on each page of the document with the following text: CUI//PRIV. Any corresponding electronic files must also include this text in the file name.

[7] During this three-day period, a Participant may file an objection with the Commission contesting that an individual qualifies as a Reviewing Representative, and the individual shall not receive access to the Privileged Material and/or CEII until resolution of the dispute.

[8] *See infra* P 22.

[9] 82 Fed. Reg. 18,632 (Apr. 20, 2017) (issued by Commission Apr. 14, 2017).

B. Documents that contain CEII must include a top center header on each page of the document with the following text: CUI//CEII. Any corresponding electronic files must also include this text in the file name.

C. Documents that contain both Privileged Material and CEII must include a top center header on each page of the document with the following text: CUI//CEII/PRIV. Any corresponding electronic files must also include this text in the file name.

D. The specific content on each page of the document that constitutes Privileged Material and/or CEII must also be clearly identified. For example, lines or individual words or numbers that include both Privileged Material and CEII shall be prefaced and end with "BEGIN CUI//CEII/PRIV" and "END CUI//CEII/PRIV".

15. Nothing in this Protective Agreement shall be construed as precluding any Participant from objecting to the production or use of Privileged Material and/or CEII on any appropriate ground.

16. Nothing in this Protective Agreement shall preclude any Participant from requesting the Commission, or any other body having appropriate authority, to find this Protective Agreement should not apply to all or any materials previously designated Privileged Material pursuant to this Protective Agreement. The Commission, or any other body having appropriate authority may alter or amend this Protective Agreement as circumstances warrant at any time during the course of this proceeding.

17. Each Participant governed by this Protective Agreement has the right to seek changes in it as appropriate from the Commission, or any other body having appropriate authority.

18. Subject to Paragraph 17, the Commission shall resolve any disputes arising under this Protective Agreement pertaining to Privileged Material according to the following procedures. Prior to presenting any such dispute to the Commission, the Participants to the dispute shall employ good faith best efforts to resolve it.

A. Any Participant that contests the designation of material as Privileged Material shall notify the Participant that provided the Privileged Material by specifying in writing the material for which the designation is contested.

B. In any challenge to the designation of material as Privileged Material, the burden of proof shall be on the Participant seeking protection. If the Commission finds that the material at issue is not entitled to the designation, the procedures of Paragraph 18 shall apply.

C. The procedures described above shall not apply to material designated by a Participant as CEII. Material so designated shall remain subject to the provisions of this Protective Agreement, unless a Participant requests and obtains a determination from the Commission's CEII Coordinator that such material need not retain that designation.

19. The designator will have five (5) days in which to respond to any pleading requesting disclosure of Privileged Material. Should the Commission determine that the information should be made public, the Commission will provide notice to the designator no less than five (5) days prior to the date on which the material will become public. This Protective Agreement shall automatically cease to apply to such material on the sixth (6th) calendar day after the notification is made unless the designator files a motion with the Commission, as appropriate, with supporting affidavits, demonstrating why the material should continue to be privileged. Should such a motion be filed, the material will remain confidential until such time as the issue has been addressed by the Commission, as provided in the Commission's regulations. No Participant waives its rights to seek additional administrative or judicial remedies after a decision regarding Privileged Material or the Commission's denial of any appeal thereof or determination in response to any certified question. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests under the Freedom of Information Act (5 U.S.C. § 552) for Privileged Material and/or CEII in the files of the Commission.

20. Privileged Material and/or CEII shall remain available to Participants until the later of 1) the date an order terminating this proceeding no longer is subject to judicial review, or 2) the date any other Commission proceeding relating to the Privileged Material and/or CEII is concluded and no longer subject to judicial review. After this time, the Participant that produced the Privileged Material and/or CEII may request (in writing) that all other Participants return or destroy the Privileged Material and/or CEII. This request must be satisfied with within fifteen (15) days of the date the request is made. However, copies of filings, official transcripts and exhibits in this proceeding containing Privileged Material, or Notes of Privileged Material, may be retained if they are maintained in accordance with Paragraph 5 of this Protective Agreement. If requested, each Participant also must submit to the Participant making the request an affidavit stating that to the best of its knowledge it has satisfied the request to return or destroy the Privileged Material and/or CEII. To the extent Privileged Material and/or CEII are not returned or destroyed, they shall remain subject to this Protective Agreement.

21. Regardless of any order terminating this proceeding, this Protective Agreement shall remain in effect until specifically modified or terminated by the Commission. All CEII designations shall be subject to the "[d]uration of the CEII designation" provisions of 18 C.F.R. § 388.113(e).

22. Any violation of this Protective Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a breach of this Agreement.

Mark R. Haskell
Counsel for BP Energy Retail Company LLC
Date: October 14, 2025

Agreed to and Accepted by:

Name:

Title:

Party or Participant Represented:

Date:

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

BP Energy Retail Company LLC Complainant, v. ISO New England Inc., Eversource Energy, and NSTAR Electric Company Respondents.	))))))))))	Docket No. EL26-__-000

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Privileged Material and/or Critical Energy/Electric Infrastructure Information (CEII) is provided to me pursuant to the terms and restrictions of the Protective Agreement in this proceeding, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of Privileged Material and/or CEII, any notes or other memoranda, or any other form of information that copies or discloses such materials, shall not be disclosed to anyone other than in accordance with the Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of the Protective Agreement.

By: _____

Printed Name: _____

Title: _____

Representing: _____

Date: _____

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each of the Respondents' designated contacts for service of process.

Dated at New York, NY this 14th day of October, 2025

/s/ Jane Thomas

Jane Thomas
Blank Rome LLP
1271 Avenue of the Americas
New York, NY 10020
Tel: (212) 888-5445
Jane.Thomas@blankrome.com

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EXHIBIT D

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

BP Energy Retail Company LLC Complainant, v. ISO New England Inc., Eversource Energy, and NSTAR Electric Company Respondents.	))))))))))	Docket No. EL26-5-000

Motion for Leave to File Supplement and Supplement to Prior Filings of BP Energy Retail Company LLC

Pursuant to Rules 212 and 215 of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission[1] ("Commission"), BP Energy Retail Company LLC ("BPERC"), the Complainant in the above-captioned action, hereby submits this Motion For Leave to File Supplement and Supplement to BPERC's prior filings in the above-referenced docket.[2]

I. Motion for Leave to File

Good cause exists to grant this request. The request supplements and clarifies the scope of BPERC's complaint based on newly obtained information. The case has not been set for hearing procedures and granting the request will not result in substantial prejudice or inconvenience. No other supplements or amendments are proposed at this time.

[1] 18 C.F.R. §§ 385.212 and 385.215 (2025).
[2] *See* Complaint Seeking Relief from Phantom Load Allocations, Docket No. EL26-5-000, Accession Nos. 20251014-5331 and 20251014-5332 (Oct. 14, 2025) [hereinafter BPERC Complaint]; Motion for Leave to File Limited Supplement and/or Amendment to Complaint and Limited Supplement and/or Amendment to Complaint of BP Energy Retail Company LLC, Docket No. EL26-5-000, Accession No. 20251017-5137 (Oct. 17, 2025); Answer to Eversource Motion to Dismiss and Motion for Leave to Reply and Reply to ISO New England Inc. Answer and Response of BP Energy Retail Company LLC, Docket No. EL26-5-000, Accession No. 20251229-5510 (Dec. 29, 2025) [hereinafter BPERC Answer and Reply].

II. Supplement

BPERC supplements its prior filings in this docket with the following update:

In its Answer to BPERC's Complaint filed on December 12, 2025, Eversource advised that "NSTAR is currently working with DOER and plans to update the data that provides the basis for RPS compliance."[3] That process has evidently concluded.

On February 11, 2026 and on February 23, 2026, BPERC received communications from the Massachusetts ("MA") Department of Energy Resources advising that BPERC's final revised calendar year 2024 load allocation had been redetermined. BPERC understands that the load redetermination for establishing BPERC's MA renewable portfolio standard ("RPS") obligation was based on updated data the Department of Energy Resources received from Eversource Energy and NSTAR Electric Company ("Eversource"). BPERC understands based on this communication that there are no further outstanding corrections still pending from Eversource that would alter this redetermined amount. The redetermined load allocation corrects the disputed amount for BPERC's RPS obligation identified in BPERC's prior filings in this docket.[4] Consequently, BPERC advises that this portion of the dispute has been resolved, reducing the amount at issue from a total of $9.5 million to approximately $6 million.

BPERC has been unable to determine whether Eversource intends to similarly adjust BPERC's load allocation for settlement charges. The approximate $6 million disputed amount under the Commission's jurisdiction is still the subject of this complaint. Eversource/NSTAR's recent RPS load allocation correction, for July – September 2024, more than 15 months late and only after multiple billing disputes and a complaint was filed, demonstrates that the requested tariff

[3] Request for Remedial Relief, Answer, and Motion to Dismiss of Eversource Energy and NSTAR Electric Company, Docket No. EL26-5-000, Accession No. 20251212-5233 at 13 n. 35 (Dec. 12, 2025).
[4] *See, e.g.*, BPERC Complaint at 2, 17; BPERC Answer and Reply at 13.

waiver is supported. Now that Eversource/NSTAR has finally determined BPERC's accurate load allocation, Eversource/NSTAR must provide that information to ISO-NE, and ISO-NE must be required to sync the correct settlement load allocation to BPERC and refund or credit the previous settlement overcharges of $6 million.

The relief sought is limited to a discrete three-month period and a single market participant. The requested correction does not require a market-wide resettlement. BPERC alone has sought relief. Denying relief on these facts would create an outcome that would erode confidence in the fairness and accuracy of settlements in Commission-jurisdictional markets. A system error of this magnitude cannot be dismissed with a shrug and the observation that there just are "winners and losers."

III. Conclusion

WHEREFORE, for the foregoing reasons, BPERC respectfully requests that the Commission accept this Motion for Leave to File Supplement and accept this supplement to BPERC's prior filings.

Respectfully submitted,

/s/ Mark R. Haskell

Mark R. Haskell
Lamiya Rahman
Emily Childress
Blank Rome LLP
1825 Eye Street, NW
Washington, DC 20006
Tel.: (202) 420-2200
Fax: (202) 379-9027
mark.haskell@blankrome.com
lamiya.rahman@blankrome.com
emily.childress@blankrome.com

Betsy Carr
Senior Counsel
BP America Inc.
201 Helios Way
Houston, TX 77079
Tel.: (832) 619-7294
betsy.carr@bp.com

Counsel for BPERC

Dated: March 3, 2026

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing document upon each person designated on the official service list compiled by the Secretary in this proceeding.

Dated at Washington, D.C. this 3rd day of March 2026.

/s/ Lamiya Rahman
Lamiya Rahman
Blank Rome LLP
1825 Eye Street, NW
Washington, DC 20006
Tel.: (202) 420-2662
lamiya.rahman@blankrome.com