

STATE OF NEW HAMPSHIRE

COMMISSIONERS

Robert R. Scott
Martin P. Honigberg

EXECUTIVE DIRECTOR

Debra A. Howland



PUBLIC UTILITIES COMMISSION

21 S. Fruit St., Suite 10
Concord, N.H. 03301-2429

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1-800-735-2964

Tel. (603) 271-2431

FAX No. 271-3878

Website:
www.puc.nh.gov

October 30, 2014

Michael Joseph Nordlicht, General Counsel
Agera Energy LLC
555 Pleasantville Road S-107
Briarcliff Manor, NY 10510

Re: DM 14-298, Agera Energy LLC
Competitive Electric Power Supplier Application
Deficiency Letter – Request for Additional Information

Dear Mr. Nordlicht:

On October 29, 2014, Agera Energy LLC (Agera) submitted an application to the Commission for registration as a competitive electric power supplier (CEPS). Commission Staff has reviewed the application and determined it is incomplete and therefore does not comply with the requirements of N.H. Code Admin. Rules Puc 2003. In particular, Staff identified the following requirements that have not been met and the related items which are missing from the application:

- 1) Either a) a recent printout of applicant's listing on the N.H. Secretary of State website with the status shown as "Good Standing" or words of similar import or b) certificate from the Secretary of State (SOS) showing that the applicant is authorized to do business in New Hampshire.

Puc 2006.02 Form for Initial and Renewal of Aggregators.

(5) A copy of the applicant's authorization to do business in New Hampshire from the secretary of state, if anything other than an individual.

- 2) Proof of financial surety.

Puc 2003.01(d)(4) Evidence of financial surety, as defined in Puc 2003.03.

- 3) Proof of EDI testing with each distribution utility that the applicant intends to do business with.

Puc 2003.01(d)(1) Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and the CEPS in the form of:

(a) A statement from each utility with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange.

(c) A statement from each utility with which the CEPS does or intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability.

- 4) Proof that the applicant is able to obtain electric supply in the New England energy market.

Puc 2003.01(d)(2) Evidence that the CEPS is able to obtain supply in the New England energy market. Such evidence may include, but is not limited to, proof of membership in the New England Power Pool (NEPOOL) or any successor organization, or documentation of a contractual relationship with a NEPOOL member.

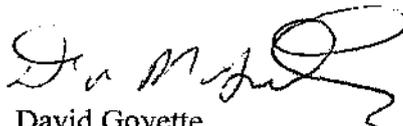
Regarding item #1, the SOS certificate is a document that you may need to specifically request from the SOS, as it is not automatically provided to you when your registration with that office is approved. The certificate contains a gold-colored seal.

In order to complete your application, you should respond accordingly to the items listed above. When responding, please address your letter to Debra A. Howland, Executive Director, and reference the docket number listed on the subject line of this letter.

Pursuant to Puc 2003.04 (h), please provide all information requested within 60 days of the date of this letter, on or before **December 29, 2014**. Puc 2003.04 (h) is copied below.

Puc 2003.04(h) If the commission has requested information or clarification to complete an application for registration, and such information or clarification is not provided within 60 days of the request, the commission shall suspend the application. If, after 120 days of the date of the request, the applicant has not provided the requested information or clarification, the commission shall reject the application. If an application is rejected, the application fee shall be forfeited and the applicant shall be required to submit a new application and fee prior to acting as a CEPS in New Hampshire.

Sincerely,



David Goyette
Utility Analyst III

cc: Service List
Docket File

SERVICE LIST - EMAIL ADDRESSES - DOCKET RELATED

Pursuant to N.H. Admin Rule Puc 203.11 (a) (1): Serve an electronic copy on each person identified on the service list.

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Michael.Nordlicht@ageraenergy.com

ocalitigation@oca.nh.gov

tom.frantz@puc.nh.gov

Docket #: 14-298-1 Printed: October 31, 2014

FILING INSTRUCTIONS:

- a) Pursuant to N.H. Admin Rule Puc 203.02 (a), with the exception of Discovery, file 7 copies, as well as an electronic copy, of all documents including cover letter with:

DEBRA A HOWLAND
EXECUTIVE DIRECTOR
NHPUC
21 S. FRUIT ST, SUITE 10
CONCORD NH 03301-2429

- b) Serve an electronic copy with each person identified on the Commission's service list and with the Office of Consumer Advocate.
- c) Serve a written copy on each person on the service list not able to receive electronic mail.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Agera Energy LLC a(n) Delaware limited liability company registered to do business in New Hampshire on April 17, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 22nd day of April, A.D. 2014

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



NEW ENGLAND POWER POOL
Michael Lynch, Chair
NEPOOL Membership Subcommittee

September 16, 2014

Agera Energy LLC
attn: Michael Nordlicht, General Counsel
555 Pleasantville Rd
South Building, Suite 107
Briarcliff Manor, NY 10510
Joseph.nordlicht@ageraenergy.com

Re: Application for NEPOOL Membership

Dear Michael:

The request of Agera Energy LLC ("Agera") to become a Participant¹ in the New England Power Pool ("NEPOOL") was approved by the NEPOOL Participants Committee Membership Subcommittee at its September 15, 2014 meeting, subject to the applicable understandings, including those which are reflected in the attachment to this letter.

Please confirm Agera's acceptance of NEPOOL's Standard Membership Conditions, Waivers and Reminders by signing a copy of this letter and returning it, *along with a copy of the Standard Membership Conditions, Waivers and Reminders*, to:

Heather Latka
Senior Membership Support Analyst
c/o ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Fax: 413-535-4328
E-mail: hlatka@iso-ne.com

I understand that Agera intends to operate in New England as a load aggregator and power marketer. Your signature on this letter will also serve to confirm that understanding.

I have been instructed to remind Agera of the following obligations which are common to all NEPOOL Participants that operate as load aggregators and power marketers:

- (1) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the

¹ Capitalized terms used but not defined in this letter are intended to have the meanings given to such terms in the Second Restated New England Power Pool Agreement ("Restated NEPOOL Agreement"), the Participants Agreement, or the ISO New England Inc. Transmission, Markets and Services Tariff ("ISO Tariff").

Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff, and these conditions and waivers;

- (2) each Participant is obligated to conform to any future changes in NEPOOL requirements;
- (3) each Participant is obligated to comply with all governmental, regulatory or other legal requirements which must be satisfied as a condition to its participation in NEPOOL or the New England Markets, or which may be otherwise applicable to such participation;
- (4) each Participant is obligated to pay an allocated portion of certain NEPOOL and ISO costs in accordance with the Second Restated NEPOOL Agreement, the Participants Agreement, and the Tariff;
- (5) each Participant is obligated to pay its monthly share of Participant Expenses by the payment date as specified in the Billing Policy (or any successor rule or procedure), which is currently the third Business Day after the issuance of the first weekly statement issued after the tenth of a calendar month (the Monthly Statement due date) but may be subject to change. If a Participant is delinquent two or more times within any period of 12 months in paying on time its share of Participant Expenses or other Hourly or Non-Hourly Charges, such Participant shall pay, in addition to interest on each late payment, a late payment charge for its second failure to pay on time, and for each subsequent failure to pay on time within the same 12-month period (a "Late Payment Charge") in an amount equal to the greater of (i) two percent (2%) of the total amount of such late payment or (ii) \$1,000.
- (6) each Participant is obligated to meet the requirements specified in the Billing Policy on file with the FERC as it may be amended from time to time (Participants are encouraged to regularly review the Billing Policy for any changes to the billing and payment dates or procedures; the far-reaching consequences of the failure to pay all or any part of an amount due when and as due are set forth in the Billing Policy);
- (7) each Participant is obligated to meet the requirements specified in the Financial Assurance Policies on file with the FERC as they may be amended from time to time;
- (8) each Participant is required to submit information to the ISO from time to time, as is necessary to enable the ISO to meet its obligations, concerning any entity owned 10% or more by the Participant or any entity which owns 10% or more of the Participant, including upon a change in ownership or control of the Participant any such entity;
- (9) each Participant, except a Governance Only Member, has the obligation to assure for each transaction that it has identified transmission facilities required to accomplish such transaction and has made appropriate arrangements with the ISO or the owners of such transmission facilities, as appropriate, for use of such facilities;
- (10) each Participant is obligated to provide NEPOOL or the ISO the information that NEPOOL or the ISO determines is required in order to administer and implement the Second Restated NEPOOL Agreement, the Participants Agreement, the Tariff and any other agreement that NEPOOL or the ISO administers and, except a Governance

Only Member, to verify that satisfactory transmission arrangements have been made for each transaction;

- (11) for brokered transactions, a Participant while acting, now or in the future, as a broker would not be considered either the purchaser or the seller;
- (12) each Participant is obligated to conform to standards established by the ISO or any duly authorized NEPOOL committee to assure reliable operation of the New England Control Area, including, without limitation, the obligation to have the ability to subject its load to load shedding as required by the ISO; and
- (13) no Participant may use its rights under the Second Restated NEPOOL Agreement, Tariff or the System Rules to avoid the application of any stranded cost policy, or to avoid or reduce the payment of any applicable stranded costs or access charges related to such stranded cost policy that has been approved by Federal regulators or regulators in any New England state in which that Participant is purchasing or selling electric energy and/or capacity for resale at wholesale or to retail customers.

Upon receipt of this countersigned letter, NEPOOL expects to make the necessary filings with the Federal Energy Regulatory Commission in order for Agera's application to become effective.

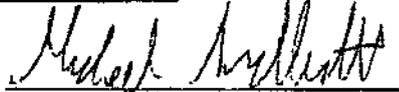
Very truly yours,



Michael J. Lynch
Chair, Membership Subcommittee
of the NEPOOL Participants Committee

Accepted and approved:

Agera Energy LLC

By: 
Name: Michael Dorflich
Its: General Counsel

Dated: 9/23/2014

Enclosure