

**STATE OF NEW HAMPSHIRE
BEFORE THE
PUBLIC UTILITIES COMMISSION**

Docket No. DE 23-004

**PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE D/B/A EVERSOURCE
ENERGY**

Proposed Purchase of Receivables Program

CPCNH POSITION REGARDING EVERSOURCE’S PROPOSED REVISIONS TO ITS

ESSMA & TARIFF

Pursuant to the Supplemental Order of Notice issued by the New Hampshire Public Utilities Commission (“Commission”) on August 29, 2024, the Community Power Coalition of New Hampshire (“CPCNH” or “Coalition”) respectfully submits these comments in the form of a position statement regarding Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource” or “Company”) proposed revised Electric Supplier Services Master Agreement (“ESSMA”) and Tariff NHPUC No. 10 – Electricity (“Tariff”) in this proceeding.¹

BACKGROUND

Pursuant to RSA 53-E:7, X and RSA 541-A, on October 7, 2022, the Commission filed final rules with the Division of Administrative Rules implementing the provisions of RSA 53-E, known as the Puc Chapter 2200 rules (“Puc 2200 rules”). The Puc 2200 rules, among other things, required each electric distribution utility (“EDU”) to propose to the Commission for review and approval a purchase of receivables (“POR”) program.² On January 10, 2023, Eversource filed a proposal for a POR program along with supporting testimony and materials as

¹ Supplemental Order of Notice (Aug. 29, 2024).

² See Docket No. DRM 21-142, *Community Power Coalition of New Hampshire Petition for Rulemaking to Implement RSA 53-E for Community Power Aggregations by Stakeholders*, Notice No. 2022-14 – Adoption of Final Rules (Oct. 7, 2022).

per the Puc 2200 rules requirements.³ Following discovery and technical sessions, the New Hampshire Department of Energy (“DOE”), the NRG Retail Companies, and the Coalition submitted respective technical statements, testimony, and comments regarding Eversource’s proposed POR program.

On September 13, 2023, Eversource filed a settlement agreement on behalf of all parties (“Settlement Agreement”).⁴ In addition to coming to consensus on the establishment of a Liberty POR program, the parties agreed that this proceeding should be bifurcated into two phases, so that the second phase could focus on addressing necessary revisions to Eversource’s ESSMA and Tariff to implement the POR program.⁵ On September 20, 2023, the Commission held a hearing on the Settlement Agreement.⁶

On December 22, 2023, the Hearing Examiner issued the Report and asked that parties submit exceptions to or comments on the Report and Recommendation by January 12, 2024.⁷ On January 12, 2023, Eversource, the NRG Retail Companies, and the Coalition filed comments and exceptions to the Report as well as Recommended Orders for the Commission’s consideration.⁸ On January 17, 2024, Eversource filed a response to the Coalition’s comments on the Recommended Supplemental Order of Notice.⁹

On August 22, 2024, the Commission issued Order No. 27,049 (“Order”) approving the parties’ Settlement Agreement establishing Eversource’s POR program. In the Order, the Commission indicated that the proceeding would be continued to a second phase to review

³ Eversource Proposed Purchase of Receivables Program (Jan. 10, 2023).

⁴ Settlement Agreement (Sept. 13, 2023).

⁵ Settlement Agreement Section H, p. 5.

⁶ *See generally*, Hearing Transcript (Sept. 20, 2023) (“Transcript”).

⁷ Examiners’ Report and Recommended Order (Dec. 22, 2023) and subsequent Procedural Order Re: Motion for Extension of Time (Dec. 29, 2023).

⁸ *See* Tabs 18-20 of the Docketbook.

⁹ *See* Eversource Response to the Community Power Coalition of New Hampshire’s Comments on Recommended Supplemental Order of Notice (Jan. 17, 2024).

Eversource’s proposed revisions to its ESSMA and Tariff.¹⁰ On September 4, 2024, the Commission issued a Supplemental Order of Notice (“Supplemental Order”) ordering Eversource to file the proposed revisions to the ESSMA and Tariff to present the following issues: “whether the Company’s proposed revised ESSMA and proposed revised Tariff are consistent with the Settlement Agreement, as approved by Order No. 27,049 (Aug. 22, 2024); whether the Company accurately calculated the components underlying the revised Tariff; and whether the rates resulting from the revised Tariff would be just and reasonable, as required by RSA 374:2, RSA 378:5, and RSA 389:7.”¹¹ On September 23, 2024, Eversource filed a joint Technical Statement with attachments that included the proposed revisions to its ESSMA and Tariff.¹²

I. ANALYSIS

Now that we’ve seen proposed revisions from all three investor-owned utilities (IOUs), the Coalition notes that each proposes a varied approach to updating their respective supplier agreements and tariff terms and conditions, including those that extend beyond the details of POR implementation. To support greater consistency across the retail choice market in New Hampshire, the Coalition recommends that settlement negotiations resume with representatives from each IOU to better align the text of supplier agreements where it is reasonably possible to do so.

Overall, the Coalition believes that Eversource has done a good job at translating the settlement into text for the ESSMA and Tariff Terms and Conditions for Suppliers (“T&Cs) and is consistent with the Settlement Agreement with a few significant exceptions detailed below,

¹⁰ Order No. 27,049 Approving Settlement Agreement (Aug. 22, 2024).

¹¹ See Supplemental Order at 1-2.

¹² Eversource Energy Technical Statement of Brendan J. O’Brien, Scott R. Anderson, and Daryush Donyavi (Sept. 23, 2024).

and that the proposed changes will result in rates that are just and reasonable and consistent with the requirements of RSA 53-E:9. We also recognize and appreciate how Eversource has tried to conform the ESSMA and Tariff T&Cs to be more consistent with the provisions of RSA 53-E and the Puc 2200 rules. To assist the Commission in its review, we have attached Eversource's redline pages to the Tariff T&Cs and ESSMA where we request changes to the text. Eversource's proposed edits are in redline. Our proposed strike-outs are in blue line and additions or rewording in call-out boxes. The following are descriptions of the requested edits.

II. Maintain Existing Provisions in the T&Cs for Suppliers to be Able to Contract with a Market Participant for Load Settlement

Eversource has proposed striking language that allows a supplier to have an agreement with an ISO-NE Market Participant for load settlement. Liberty proposes to maintain such language and Unitil proposes to add it in their POR Tariff T&Cs and ESSMA proposals. It is our understanding that it is not uncommon for a supplier to use an affiliate or third party for load settlement. Additionally, Puc 2205.01(c) refers to a "CPA serving as an LSE" implying that they could contract for this service. If the intent was to require a CPA acting as a supplier to be an LSE, then such references would refer to a "CPA that is an LSE." This proposed change is not part of the Settlement Agreement, nor was there any testimony or opportunity for discovery on this. It goes beyond a "housekeeping" like changing the out of date reference to NEPOOL to ISO-NE. Also, the proposed text on Tariff Original Page 32 in paragraph I.b seems to be in conflict with that paragraph I.e where a customer in the case of self-supply either has to be a Market Participant (in b) or can contract for that service (in e). The Coalition recommends maintaining the existing provision, but with the updates to refer to ISO-NE Market Participant rather than NEPOOL.

III. Eliminate Proposed New Creditworthiness and Collateral Requirements and Modify New Security Interest Requirements

CPCNH strongly opposes Eversource's proposed new Creditworthiness test and Collateral Requirements, and all of the new language related thereto. This proposal was not part of the Settlement Agreement and has not been subjected to discovery as explained in Coalition's Testimony.¹³ The Coalition also requests that the Commission take official notice of similar but more extensive Coalition testimony on this issue in DE 23-002.¹⁴ In addition to those comments, the Coalition notes that these requirements would likely add to the cost for CPAs and other suppliers for no particular additional value to POR or protection of Eversource, which is particularly onerous considering that Eversource's high cost of implementing POR will roughly double the cost to CPCNH of bad debt expense until the implementation costs are fully amortized. This also creates unjustified barriers to new entry are contrary to legislative intent.¹⁵

Unnecessary definitions and text are shown crossed out on pages 2-7 of Eversource's proposed Supplier Agreement amendments. At the bottom of p. 6 unnecessary text is also proposed to be struck, including a redundant paragraph on security interest is proposed to be deleted as it substantially repeats language in the preceding two paragraphs, though there is new reference to the supplier representing and warranting that "the Accounts Receivable represent valid and correct charges due supplier." As also explained in the Coalition's comments on Unutil POR ESSMA¹⁶ this is unreasonable because the supplier does not know what the charge is until

¹³ Exhibit 4 in this docket, at p. 8, line 17 to p. 9, line 10 and p. 10, line 11 to p. 11, line 12.

¹⁴ Exhibit 4 in DE 23-002, at original p. 8 (Bates p. 9), lines 5-9, and p. 10 (Bates p. 11), line 3 et seq.

¹⁵ RSA 374-F:1, I that calls for reducing "costs for all consumers of electricity by harnessing the power of competitive markets." For markets to be competitive there needs to be ease of new entry. RSA 53-E allows municipalities to operate CPAs directly, including providing LSE services and becoming ISO-NE market participants. Municipalities in NH do not typically have credit ratings nor do they typically have accounts with banks with \$10 billion or more in assets and thus would have to pay for letters of credit, which serve no particular purpose.

¹⁶ DE 23-002, Community Power Coalition of New Hampshire Comments, tab 54, p. 8.

after it has been generated by the utility at which point it has already been sold to them. The utility is responsible for applying the correct customer usage from meter data and the correct charge submitted by the supplier and could make a mistake in either instance. Alternative language that would be reasonable would be along the lines of the following:

Supplier represents and warrants that the rates and charges provided by the Supplier to the Company to compute the Accounts Receivable represent valid and correct rates and charges due to the Competitive Supplier in accordance with Competitive Supplier's agreements with those Customers or an approved electric aggregation plan, and Competitive Supplier is not in breach of any of those agreements or an applicable approved electric aggregation plan.

On page 9 of the proposed ESSMA, the Coalition proposes to strike a superfluous paragraph regarding the Company's Security Interest, which has not been proposed by Unitil or Liberty. If Eversource insists on maintain this provision, the Coalition would ask for a reciprocal provision for suppliers since they are the ones who incur substantial costs for power supply for weeks before receiving payment from the utility for such, not the other way around.

IV. Modify the New Definition of EBT Standards to Include Reference to NH EDI Standards

In its Technical Statement, Eversource discusses that because the NH EDI standards have not been maintained and do not provide for implementation of POR, it has implemented and continues to follow the Massachusetts EBT standards. Of note, Eversource did not propose language to reference the Massachusetts EBT standards like Liberty did, in addition to the NH EDI standards, nor completely replace reference to NH EDI standards like Unitil did. The Coalition proposes that the following definition of "EDI Standards" be used to replace the simple reference to NH PUC Order No. 22,919 found on the first page of the ESSMA. This definition would need to be inserted in the definition section of the Tariff or ESSMA.

“EDI Standards” shall mean the standards for Electronic Data Interchange transactions between Competitive Suppliers and electric utility companies as set forth in the reports and implementation guides, as amended from time to time, of the Massachusetts Electronic Business Transaction Working Group for implementation of the Purchase of Receivables Program and are inclusive of New Hampshire EDI standards approved by the Commission in Order No. 22,919 (May 4,1998) and Order No. 23,013 (September 8, 1998) or subsequent order or regulation to the extent that the Massachusetts EBT Working Group standards do not support material provisions of the NH EDI standards as determined or approved by the Commission.

Maintaining the reference to NH EDI standards is important in as much as the Commission neither has jurisdiction over the Massachusetts EBT Standards nor the MA EBT Working Group, whose information is hosted on a National Grid website,¹⁷ unlike the NH EDI Standards that can be found on the PUC website.¹⁸ It is not apparent that the Massachusetts Department of Public Utilities or the Massachusetts Department of Energy Resources are exercising any oversight or participating in the Massachusetts EBT Working Group, nor do all NH EDUs or the DOE.

One practical example of a material functionality that the MA EBT Standards has fields for, but are not required to be enabled, unlike the NH EDI Standards that did expressly provide for them, are the data exchange fields for utilities to communicate 2 or 3-part time-of-use (TOU) usage data and for suppliers to be able to submit 2 or 3-part supply TOU rates for customers on TOU rates, using the same TOU periods as are defined by the utility. However, to date, these features have not been fully enabled by NH utilities. There also appear to be a number of EDI functions that are enabled to varying degrees by other NH EDUs that are called for in the NH EDI Standards but are not required by the MA EBT Standards.

¹⁷ <https://www.nationalgridus.com/energy-service-companies/MA-Electric/EBT/>

¹⁸ <https://www.puc.nh.gov/Electric/edi.htm>

The Technical Statement at p. 4 refers to an “absence of approved EDI standards for New Hampshire” that would be more accurately stated as “NH’s EDI standards have apparently not been updated since they were originally approved for use in Order No. 22,919 (May 4,1998) pending anticipated rule-making that has yet to occur.” Also, the NH EDI Working Group has not been active for a couple of decades until the NH DOE convened a Working Group early this year. The Coalition also points out that the Commission’s website¹⁹ conflicts with Eversource’s assertion by stating that NH has approved EDI standards:

EDI Information The following files represent the existing approved EDI standards and guidelines: . . . In accordance with Commission Order No. 22,919 the above standards and guidelines are to be used "pending the outcome of a rulemaking on the implementation of EDI standards." Completion of that process is pending.

The New Hampshire DOE’s convening of a NH EDI-EBT Working Group²⁰ has evoked a productive effort inclusive of the two Co-Chairs of the Massachusetts EBT Working Group, Mr. Daryush Donyavi of Eversource and Ms. Monica Neibert of ESG Global, an EDI service provider, to update the Massachusetts EDI Implementation Guide²¹ to better document some of the EDI functionality of NH utilities, particularly the NH Electric Co-op, which hued closer to the original NH EDI Standards in some respects than the MA EBT Standards. This work should soon be completed, and attention should then turn to what functionality, including certain functionality provided for in the NH EDI standards of 1998, is now needed to support modern market functions, but with the additional clarification proposed that this text seems reasonable for the time being. The Coalition and its contracted LSE and EDI service provider have been actively participating in the NH EDI-EBT Working Group.

¹⁹ *Id.*

²⁰ <https://www.energy.nh.gov/edi-ebt-working-group>

²¹ Ironically, it seems that the latest version of the MA EDI Implementation Guides can be found on the NH DOE website (under Standards Subgroup), but not the MA EDI Working Group website: <https://www.energy.nh.gov/sites/g/files/ehbemt551/files/inline-documents/sonh/updated-ma-edi-implementation-guides.pdf>

V. Reference to DOE Licensing in Exhibit B Should be Removed or Qualified

Throughout the documents, Eversource has proposed adding reference to registration requirements in addition to “licensing” requirements, where reference to registration do not already exist. Neither the DOE, nor the Commission, has any “licensing” requirements for CEPS or CPAs. It would be clearer and more accurate to strike references to “licensing” or qualify it with “any” as in “any necessary licensing” or “any licensing requirements.”

VI. CONCLUSION

For all of the foregoing reasons, the Coalition respectfully requests that the Commission direct Eversource to make the proposed revisions to its Tariff T&Cs and ESSMA or convene a settlement conference to try and reach consensus between the parties, and then find that they result in just and reasonable rates, and approve them as conforming with the Settlement Agreement.

Respectfully submitted,

COMMUNITY POWER COALITION OF NEW HAMPSHIRE

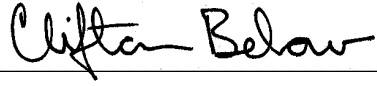
By: Clifton Below

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Dated October 8, 2024

Certificate of Service

I hereby certify that a copy of these Comments has this day been sent via electronic mail to all persons on the service list.



Clifton C. Below

Dated: October 8, 2024

TERMS AND CONDITIONS FOR ENERGY SERVICE PROVIDERS

The following terms and conditions shall apply to Energy Service Providers (“Suppliers”) doing business within the Company’s Service Area and to Customers where specified.

1. Obligations of Suppliers

- a. At all times, the Supplier must meet the registration ~~and licensing~~ requirements established by law and/or by the Commission or the New Hampshire Department of Energy (“NHDOE”) and must comply with all applicable rules promulgated by the Commission or NHDOE. or have an agreement in place with another ISO-NE Market Participant whereby they agree to
- b. The Supplier or the Customer in the case of Self-Supply Service must be an ISO-NE Market Participant with an ISO-NE settlement account ~~and either a member of NEPOOL or have an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to~~ take responsibility for all the ISO-NE/NEPOOL load asset obligations, including but not limited to losses and uplift costs, associated with supplying energy and capacity to the Customer’s delivery point.
- c. The Supplier or the Customer in the case of Self-Supply Service shall be responsible for providing all the capacity and energy needs of the Customer and shall be responsible for any and all losses which include all distribution and transmission losses along the Local Network from the PTF Facilities to the Customer’s delivery point.
- d. The Supplier shall provide the Company with at least 30 days’ notice prior to either the cancellation of ~~its an agreement for~~ load asset responsibility with ISO-NE/NEPOOL or a NEPOOL member, or ~~its the~~ termination of business in the Company’s Service Area. The Supplier shall accept full load asset responsibility for all its Customers, ~~or have an agreement with a NEPOOL member which provides for accepting load responsibility for all its Customers~~, until the first meter read date for each respective ~~e~~ Customer occurring two business days after notice to the Company or transmittal of any Electronic Data Interchange (“EDI”) to the Company. or have an agreement with another ISO-NE Market Participant that provides for accepting load responsibility for its Customers,
- e. In the case of Self-Supply Service, the Customer shall provide the Company with at least 30 days’ notice prior to the cancellation of an agreement for load asset responsibility with ISO New England either NEPOOL or another ISO-NE Market Participant NEPOOL member. The Customer shall accept load asset responsibility or have an agreement with an ISO-NE Market Participant NEPOOL member which provides for accepting load asset responsibility for the Customer until the Customer’s first meter read date occurring at least two business days after notice has been received by the Company from the Customer.
- f. The Supplier shall satisfy all the EDI standards as approved by the Commission. A Supplier shall be required to complete testing of EDI transactions, consistent with all requirements and processes of the Company, prior to the rendering of Supplier Service to any Customer.
- g. The Supplier shall be responsible for reviewing and confirming the accuracy of all data provided to, or made available for, inspection to the Supplier by the Company during the load estimation, load reporting, billing and other processes described in these Terms and Conditions and/or ISO-NE’s Rules.

The Company is not obligated to use metering data registered by Supplier-owned metering equipment for the purpose of billing Delivery Service under this Tariff or for reporting load to ISO-NE.

7. Determination of Hourly Loads for ISO-NE Reporting

The determination and subsequent reporting of Supplier loads (which includes the coincident peak capacity values) shall be in accordance with ~~NEPOOL~~/ISO-NE Market Rules and Procedures, and applicable State regulations. Each Supplier's loads will be assigned to a specific load asset (as registered with ISO-NE) and the corresponding hourly values will be reported to ISO-NE for financial settlement of the wholesale electricity market, and appropriate regulatory bodies. Courtesy copies of this data may be provided to ~~the each~~ Supplier.

Load settlement is performed using a combination of actual hourly interval meter data and estimated data. The multi-step process includes the determination of the (i) Retail Territory Load (as said term is defined in Section A below), (ii) Customer loads, and (iii) Supplier loads, as well as any adjustments to those values. A description of each of these steps follows:-

(a) Determination of the Retail Territory Load (Real Time Market Settlement)

On an hourly basis, the Company will calculate an aggregate value representing the load of its Customers served below the 345kV transmission system (the "Retail Territory Load") at the PTF boundary with the Company Metering Domain(s). The Retail Territory Load will consist of the five components below as represented in the ISO-NE settlement system:

- (1) Total metered output of generation connected to the Company Metering Domain
- (2) Plus net imports into the Company Metering Domain
- (3) Less net exports from the Company Metering Domain
- (4) Less non-retail loads (e.g., wholesale load served to municipalities)
- (5) Less the Company Metering Domain's low voltage PTF losses as estimated by ISO-NE.

(b) Determination of Customer Load

The Customer hourly loads shall be determined from either actual hourly interval data or estimated from rate class profiles.

When utilizing average rate class profiles, the Company shall calculate the usage factor for each Customer that reflects the Customer's usage relative to the average usage for the rate class. This Customer usage factor shall be used to scale the class load profile when estimating the Customer's hourly load.

The Company will increase the hourly loads by a distribution loss factor, to account for losses between the Customer meter and the ISO-NE reporting point, the PTF boundary. The distribution loss factors used are for approximation purposes only and are to be used exclusively for the calculation of the Customers loads. Any potential difference between these loss factors and actual hourly losses will be captured in the allocation of the "residual," as described below.

or gains [from NM DG]

Issued: December 23, 2020

Issued by: Joseph A. Purington

Effective: January 1, 2021

Title: President, NH Electric Operations

ELECTRIC SUPPLIER SERVICES MASTER AGREEMENT

This Electric Supplier Services Master Agreement (“Master Agreement”) made this day of [EVERSOURCE TO INSERT DATE], ~~20~~, between Public Service Company of New Hampshire d/b/a Eversource Energy, a New Hampshire corporation with a principal place of business at 780 North Commercial Street, Manchester, NH (“Eversource” or “the Company”), and _____, a [type of entity] ~~corporation~~ with a principal place of business at _____ (“Supplier”). Eversource and Supplier are referred to herein individually as a “Party” and collectively as the “Parties.”

I Basic Understandings

Under the Terms and Conditions for Suppliers which is an integral part of the Company’s delivery service tariff approved by the New Hampshire Public Utilities Commission (“NHPUC”) as in effect and revised from time to time (referred to herein as the “Terms and Conditions”), and ~~recommendations made by the Electronic Data Interchange Working Group report (referred to herein as the “EDI Standards”), made effective by NHPUC Order No. 22,919 and~~ other applicable regulations of the NHPUC, the Company has the authority and obligation to offer services to competitive suppliers of electricity. The Company agrees to provide services to Supplier as specifically selected by the Supplier in accordance with the Terms and Conditions, EDI Standards, both incorporated herein by reference, and the terms of this Master Agreement.

Exhibit A, attached hereto and incorporated herein by reference, specifies the Supplier information required before the Company will provide Supplier Services to the Supplier.

Exhibit B, attached hereto and incorporated herein by reference, specifies additional information necessary for the provision of services under this Master Agreement.

Exhibit C, attached hereto and incorporated herein by reference, contains pricing parameters for Services under this Master Agreement some of which are determined by Terms and Conditions of the Company’s delivery service tariff and some of which are not specified in those Terms and Conditions. Each time the Terms and Conditions are changed by order of the NHPUC ~~Public Utilities Commission~~ and each time the Supplier and the Company agree to new pricing parameters for Services which are not specified in the Terms and Conditions, a new Exhibit C will be issued and incorporated herein.

II Definitions

Any capitalized terms used in this Master Agreement and not defined herein shall be as defined in the Terms and Conditions or EDI Standards. In addition, the following capitalized terms shall have the meanings ascribed thereto:

"Account(s) Receivable" shall mean, with respect to any eligible Customer, the Supplier's Generation Service revenue and associated charges determined by Company under the terms of this Master Agreement.

"Accounts Receivable Purchase Price" shall mean the amount with respect to any Account Receivable purchased hereunder, calculated in accordance with the Terms and Conditions.

~~"Additional Assurance Amount" shall mean the amount due and owing by Supplier to the Company under this Agreement as of the date of the Company's issuance of a demand for the same.~~

"Billing Date" shall mean, as with respect to any Account Receivable, the date on which the Company's billing system calculates such Account Receivable.

"Business Day" shall mean any day, other than a Saturday, Sunday, or holiday that is observed on a weekday, and, if any performance date referenced herein occurs on a day other than a Business Day, then such performance date shall be the next succeeding Business Day.

~~"Collateral" shall have the definition as provided in Section VI hereof.~~

~~"Creditworthy" shall mean a credit rating of "BBB" or better (as assigned by Standard & Poor's Financial Services LLC ("S&P"), and its successors), or "Baa3" or better (as assigned by Moody's Investors Service, Inc. ("Moody's") and its successors).~~

"Discount Percentage Rate" shall mean the factor applied to reduce payments by the Company to Supplier for Accounts Receivable purchased by the Company pursuant to the Program, as specified in the Terms and Conditions.

"Generation Service" shall mean the sale of all requirements, load-following electricity service to a Customer by a Supplier, including, without limitation, capacity and ancillary services, such as the provision of reserves, and all other services relating to generation required by ISO-NE, and retail offerings that utilize renewable energy certificates or represent alternative compliance payments that are bundled with generation [, provided that such products can be billed using the basic consolidated billing service platform].

"Program" shall mean the Purchase of Accounts Receivable Program as approved by the

NHPUC, as in effect from time to time.

“Purchase of Receivables Plan” shall mean the Company’s plan to comply with the Program as approved by the NHPUC, and as in effect from time to time.

~~“Qualified Bank” shall mean a major U.S. commercial bank or the U.S. branch office of a major foreign bank, in either case, whose senior unsecured debt obligations have been rated at least (i) “A ” by S&P and “A3” by Moody’s, if such entity is rated by both S&P and Moody’s, or (ii) “A “ by S&P or “A3” by Moody’s, if such entity is rated by either S&P or Moody’s, but not both, provided that such institutions shall have assets totaling not less than USD ten billion (\$10,000,000,000).~~

~~“Security Interest” shall mean the perfected first priority security interest in the Collateral for all obligations of Supplier to the Company pursuant to this Master Agreement, as referenced in Section VI hereof.~~

“Unbilled Accounts Receivable” shall mean the amount of Supplier’s Generation Service revenue and associated charges to be determined by the Company under this Master Agreement and the Terms and Conditions, based upon the applicable billing price determinants in effect for Generation Service which has been rendered to Customers but which remains unbilled, until such time as such receivables are billed and purchased by the Company under the terms of this Master Agreement.

III Term

This Master Agreement shall become effective on the date last signed below (“Effective Date”) and shall continue in full force and effect from month to month unless terminated by either ~~p~~Party by written notice given no less than thirty (30) days prior to the desired termination date, except as provided in Sections VI and XI of this Master Agreement. Notwithstanding the foregoing, the parties agree to abide by all terms of this Master Agreement until the completion of processing any transactions that are outstanding at termination. Notwithstanding the Effective Date, Supplier acknowledges that the Company will provide Company Services as set forth in Section VII only upon satisfaction of, or express, written waiver of the requirements of Section IV of this Master Agreement.

IV Conditions Precedent

The following requirements shall be conditions precedent to the Company’s obligations hereunder:

- A Supplier shall provide all information requested in Exhibits A and B attached hereto.
- B Supplier shall register, obtain, and, at all times, maintain the necessary ~~registration or licensing with licensing or certification from~~ the NHPUC ~~or the New Hampshire Department of Energy (“NHDOE”).~~ If Supplier is a community power aggregation serving as a load-serving entity, as such terms are defined in the Commission’s Puc 2200 Municipal and County Aggregation Rules, then such registration or licensing is not required, provided that the aggregation plan must be approved by the NHPUC.
- C Supplier shall ~~either: (i) be an ISO-NE Market Participant with an ISO-NE settlement account, as required by both the Puc 2000 and Puc 2200 rules; or (ii) have an agreement in place with an ISO-NE Market Participant member whereby that member agrees to include the load to be served by the Supplier in its ISO-NE settlement account.~~ Retain as existing, like Unitil and Liberty do.
- D Supplier shall take all steps necessary to remain in good financial standing.
- E Prior to initiation of ~~s~~Supplier ~~s~~Service covered under this Master Agreement, the Supplier shall have completed all Master Agreement requirements including, but not limited to, testing of the EDI process between the Company and Supplier, according to and consistent with Company requirements and processes.
- ~~F The Company shall confirm that the Supplier is Creditworthy. In the event that Supplier is not Creditworthy, the Supplier shall provide credit support to the Company in an amount equal to the Additional Assurance Amount within three (3) Business Days after the Company’s request. Such credit support shall be: (i) a letter of credit issued by a Qualified Bank in a form acceptable to the Company, which will allow the Company to draw on the letter of credit up to the full amount of the Additional Assurance Amount; or (ii) such other credit support that is reasonably acceptable to the Company, which for the purposes of this Section may include a parent guaranty from a Creditworthy entity, at any time during the Term of this Master Agreement.~~
- EG In connection with any customer accounts served using consolidated billing service, the Supplier has granted to the Company the Security Interest, as provided for in Section VI hereof, and has provided documentation in a form and substance acceptable to the Company demonstrating the grant and ongoing effectiveness of the Security Interest.

Failure to abide by the above requirements shall excuse further performance by the Company, notwithstanding the requirements of Section XI of this Master Agreement, unless and until the

V Representations

Each ~~p~~Party represents that it is and shall remain in compliance with all applicable laws, tariffs, NHPUC ~~rules~~regulations, and the terms of this Master Agreement during the term of this Master Agreement. Each person executing this Master Agreement for the respective parties represents and warrants that he or she has authority to bind that ~~p~~Party.

Each Party represents that: (a) it has the full power and authority to execute, deliver, and perform this Master Agreement; (b) the execution, delivery, and performance of this Master Agreement have been duly authorized by all necessary corporate or other action by such Party; (c) this Master Agreement constitutes that Party's legal, valid and binding obligation, enforceable against such Party in accordance with its terms; (d) that no third party consent or approval that has not already been obtained is required for the execution of this Master Agreement, the performance of its obligations hereunder, or the consummation of the transactions contemplated herein; and (e) there is no claim, litigation or proceeding pending or threatened against it that purports to effect the legality, validity, or enforceability of this Master Agreement.

~~Supplier represents and warrants that it has good rights in, and the power to, transfer the Collateral and assign and sell the Accounts Receivable to Company, without the violation of any rights of any third party. Further, Supplier represents and warrants that its title to the Collateral and the Accounts Receivable (excepting the Security Interest granted to the Company) is free of all adverse claims, liens (including, without limitation, tax liens), security interests, and restrictions on transfer or pledge, and are not and will not be subject to any other valid or existing billing, collection, or financing instrument, and have not been billed and will not be collected by or for the benefit of any other party except Company.~~

~~Supplier represents and warrants that the Collateral and Accounts Receivable are and will remain free from any and all liens (including, without limitation, tax liens), claims, encumbrances, security interests and restrictions on transfer or pledge, and that no Collateral or Accounts Receivable will be assigned, financed, sold, pledged, hypothecated, or otherwise encumbered, except to Company.~~

~~With respect to the Collateral and Accounts Receivable, Supplier represents and warrants that: (i) the Collateral and the Accounts Receivable represent valid and correct charges due to the Supplier in accordance with its agreements with those Customers, and Supplier is not~~

~~in breach of any of these agreements, (ii) the Accounts Receivable are fully valid and enforceable and are not subject to any lien, encumbrance, deduction, set off or, credit, and (iii) there are no defenses, effects, or counterclaims regarding the payment of the Accounts Receivable and the Customer is not entitled to claim any deduction or discount to the Accounts Receivable.~~

Each Party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Master Agreement, and carry out its duties in accordance with applicable recognized professional standards.

VI Supplier's Responsibilities

The Supplier agrees that it desires to receive the services enumerated in Section VII of this Master Agreement at the rates contained in the Terms and Conditions as they may be revised from time to time or in Exhibit C. Supplier agrees to pay the Company's invoices for services rendered in a timely manner. Supplier agrees to provide to the Company all information necessary ~~forte~~ the Company to fulfill the Company's obligations under this Master Agreement.

The Supplier shall notify the Company within 24 hours in writing if its registration or license to act as a ~~Competitive~~-Supplier is acted upon by the NHPUC or ISO-NE in such a way that it materially affects Supplier's performance under this Agreement, including, but not limited to, suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Supplier's registration or license shall be grounds for immediate termination of this Master Agreement by the Company.

To the extent reasonably practicable, Supplier shall notify the Company no less than forty-eight (48) hours prior to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe the Company has no knowledge, and that will render Supplier ~~or its agent~~ unable to maintain Supplier's status with ISO-NENEPPOOL required to serve load. Upon such notice, by the Supplier or ISO-NE, or upon the occurrence of such an event, the Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Service Rate under the Company's tariffs with an effective date of the Customer's last meter reading date. Such switch may include accounts that may be identified as pending transfer from Supplier to another provider. Supplier shall hold harmless, indemnify, and defend Company regarding any associated costs and third-party claims related to such switch, and the Supplier shall be responsible to pay any reasonable Company costs incurred due to the required switch of Customers to Default Service.

Retain as existing, like
Unitil and Liberty do.

If Supplier, ~~or its Market Participant member~~, has cured a Default at ISO-NE and has subsequently registered new load assets at ISO-NE, and is a registered or licensed Supplier in the State of New Hampshire, except as otherwise provided by applicable law or rule, Supplier may reinitiate the actions set forth in ~~sub~~Section IV above to begin serving customers again. If Supplier's Electronic Data Interchange ("EDI") provider has changed, Supplier will also be required to complete testing of the electronic transactions. Customer enrollments on new assets will be effective no sooner than 30 days from the effective date of the asset retirements due to the previous Default.

Supplier shall be responsible for reviewing and confirming the accuracy of all data provided to, or made available for, inspection ~~of to~~ Supplier by the Company during the load estimation, load reporting, billing, and other processes described in this Master Agreement and/or ISO- NE's Rules.

Supplier acknowledges that the Company will select, and may from time to time change, the value added network ("VAN") or other electronic data transmission vehicle. The Company acknowledges the benefit to both the Company and Supplier in minimizing the transaction costs in selecting the VAN. Notwithstanding the above, the Company will not change the VAN or other electronic data transmission vehicle without first providing Supplier via Internet electronic mail at least seven (7) days' notice of any such change. Supplier shall be responsible for the initial testing costs of the VAN or other electronic data transmission vehicle

and all costs of subsequent EDI transaction transmissions as described in the Terms and Conditions and the EDI Standards.

Supplier acknowledges that the Company is authorized to deny Supplier's Generation Service to Customers if the Company has terminated such Customer's Delivery Service in accordance with the rules and regulations of the NHPUC, until such time as the Customer is reinstated by the Company. In order for Supplier to serve such a Customer after reinstatement, Supplier must re-enroll the Customer.

During the term of this Agreement, as to any EDI Standards implemented subsequent to the initial testing period referenced in Section IV-C above, Supplier shall be required to successfully complete testing of said standards in accordance with the EDI Standards.

~~As collateral for all obligations now existing or hereafter arising from Supplier to the Company, Supplier hereby grants to the Company a first priority perfected security interest ("Security Interest") in all the following property of Supplier, wherever located, whether now owned, hereafter acquired, or created, and all proceeds and products thereof: (a) all Accounts Receivable purchased by the Company under this Master Agreement; and (b) all Unbilled Accounts Receivable to be purchased by the Company under this Master Agreement (collectively, the "Collateral").~~

~~Supplier shall execute and deliver to the Company any and all such additional documents, instruments, and assurances as requested by the Company regarding the Collateral and the Security Interest, and as otherwise required to effectuate the provisions of this Master Agreement.~~

Why not just mirror the grant in the previous paragraph for Accounts Receivable Purchase Price due Supplier?

~~Supplier shall be authorized by the Company to place a security interest on the Accounts Receivable from the Company to Supplier associated with the purchase by Company of Supplier's Accounts Receivable.~~

VII Company Services and Responsibilities

All services covered by this Master Agreement shall take effect not less than 30 days from the effective date of this Master Agreement, provided the conditions in Section IV have been satisfied by the Supplier. At the Company's option, services may begin in less than 30 days.

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