

ORIGINAL	
N.H.P.U.C. Case No.	DE 12-295
Exhibit No.	6
Witness	Panel 2
DO NOT REMOVE FROM FILE	

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 and must comply with all applicable rules promulgated by the Commission.
- b. The Supplier or the Customer in the case of Self-Supply Service must be 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 NEPOOL load 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 an agreement for load responsibility with NEPOOL or a NEPOOL member, or the termination of business in the Company's Service Area. The Supplier shall accept load 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 customer occurring two business days after notice to the Company or transmittal of any Electronic Data Interchange ("EDI") to the Company.
- 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 responsibility with either NEPOOL or a NEPOOL member. The Customer shall accept load responsibility or have an agreement with a NEPOOL member which provides for accepting load 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 prior to the rendering of Supplier Service to any Customer.

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- g. Each Supplier shall be required to enter into a service contract with the Company that resolves issues associated with, among other things, information exchange, problem resolution, cash posting, and revenue liability. This contract must be entered into prior to initiation of Supplier Service to any Customer in the Company's Service Area.
- h. The Supplier shall be responsible for obtaining the Customer's authorization, in accordance with the Commission's rules, prior to the commencement of Supplier Service.
- i. The Supplier shall be responsible for obtaining the Customer's written authorization for the release of the Customer's load history to the Supplier by the Company.

In the event a Supplier doing business in the Company's Service Area fails to comply with the obligations specified above, the Supplier shall promptly notify the Company or the Company will promptly notify the Supplier. The Supplier shall undertake best efforts to re-comply with its obligations under this Tariff and the Commission's rules in a timely manner. Until the Supplier has re-satisfied its obligations, the Company reserves the right to deny any new customer enrollments from the Supplier. In the event the Supplier is unable or unwilling to re-satisfy its obligations, the Company may transfer the Suppliers' Customers to service under Default Service after notification to the Commission.

2. Services and Schedule of Charges

Where applicable, the Customer and/or Supplier will be obligated to pay the following fees and charges to the Company for the following services:

(a) Customer Change of Supplier

The Company will be entitled to make a Selection Charge for any changes initiated by a Customer, Supplier, or an authorized agent to a different Supplier or to Default Service or Self-Supply Service. For customers who are currently taking Supplier Service, Default Service or Self-Supply Service, the Selection Charge will be assessed to the new Supplier at the time the Company receives an enrollment transaction from the new Supplier. For Customers who are currently taking Supplier Service, the Selection Charge will be assessed to the existing Supplier at the time the Company receives a drop transaction from the existing Supplier. The Selection Charge will be assessed to the Customer if the Customer terminates Self-Supply Service and receives Default Service or initiates Self-Supply Service when receiving Default Service or Supplier Service.

Selection Charge\$5.00 per Request

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(a) Customer Usage Data

Suppliers will be provided with monthly usage data, at no charge, via an EDI transaction in accordance with the guidelines adopted by the Commission. The Supplier is responsible for obtaining the Customer's written authorization to release this information and will be required to maintain the confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

(c) Interval Data Services

The Company will provide the following Interval Data Services for Suppliers and Customers who wish to acquire, develop or analyze time interval meter data from the Company's meter installed at the Customer's service location. The following services are limited to those Customers who are rendered service under the Company's Primary General Delivery Service Rate GV, Large General Delivery Service Rate LG and Backup Delivery Service Rate B. The interval data will be provided in 30 minute intervals.

The Supplier is responsible for obtaining the Customer's authorization to release his/her meter data and shall maintain the confidentiality of Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

1. Interval Data Access Service

At its expense, the Company will provide metering equipment capable of providing the kilowatt-hour (KWH) and kilovar-hour (KVARH) interval data. This data will be collected by the Company and validated for accuracy.

(i) Subscription Service for Interval Data via Electronic Mail (E-mail), U.S. Mail or Internet Server

The Company will provide the monthly interval data in an electronic format to the Customer or Supplier via E-Mail, U.S. Mail, or the Company will post the monthly interval data files to an internet server designated by the Company. The Customer or Supplier is responsible for downloading the file containing the interval data from the internet server.

Single Delivery Service Account.....\$25.00 per Month*
*At Supplier's option, a \$300 annual charge may be assessed in lieu of the \$25 monthly charge.

(ii) One-Time Request for Interval Data

If available, the Company will provide a Customer's historical interval data in an electronic format to the Customer or Supplier at the following rate:

Single Delivery Service Account.....\$50.00 per Request

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2. Load Pulse Outputs Service

This service is offered to Customers or Suppliers who desire a pulse output from the Company's meter. The Company will acquire and install the equipment to allow the Customer or Supplier to interface with the Company's metering equipment and enable the Customer or Supplier to have access to load pulse output. Pulses representing kilowatt-hours are usually requested, but other electrical quantities such as kilovar-hours are also available. The Customer or Supplier has the option to connect this output to their own interval data recorder or other load monitoring or load management devices. The Customer or Supplier is responsible for connecting their own devices to the load pulse output. The Load Pulse Outputs Service is available at no additional charge to Customers or Suppliers who receive service under the Extended Metering Service provided the Customer or Supplier provides and maintains a dedicated, dial-up, analog telephone line to the meter. The one-time fee for this service is as follows:

Load Pulse Output

Kilowatt-hour\$240 per Meter
Each Additional Meter Quantity\$125 per Meter

3. Extended Metering Service

This service is offered to Customers or Suppliers who desire telephone access directly to the Company's meter. The Company will acquire and install recording meters that can be accessed through a telephone line. Up to five meters can be read with one telephone line. The Customer or Supplier shall arrange for the installation and ongoing charges associated with the phone line required under this option. The Customer or Supplier will have "read-only" access through their own software to the Company's recording meter for direct retrieval of interval data from the meter. The Load Pulse Outputs Service is available at no additional charge to Customers or Suppliers who receive service under the Extended Metering Service provided the Customer or Supplier provides and maintains a dedicated, dial-up, analog telephone line to the meter. The one-time fee for this service is as follows:

Telephone Access Recording Meter\$148 per Telephone Line

4. Special Request Interval Data Service

The Company will provide Special Request Interval Data Service subject to mutual agreement. The Customer or Supplier may request the installation of a particular meter or communications device as long as the equipment meets all applicable Company standards and requirements. Any device installed on Company-owned equipment cannot interfere with the operation of the Company's equipment. Any communication device or meter approved for installation by the Company shall be owned, controlled and maintained by the Company. The requester shall bear all costs associated with the new product approval process as well as the installation, ownership and maintenance of the communication device or meter.

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(d) Customer Load Analysis

The Company will provide Customer Load Analysis, as an optional service, to Suppliers. The analysis will be designed to meet individual Supplier needs, or to address specific questions. Such requests may include but are not limited to, thirty-minute or sixty-minute aggregation of demands for multiple metering points or the determination of demand and energy for varying on-peak and off-peak periods. The result of the analysis will be provided in an electronic format. The Supplier is responsible for obtaining the Customer's authorization to release this information and will be required to maintain the confidentiality of the Customer information. The Supplier may not sell or provide this information, in whole or in part, to another party.

Customer Load Analysis Charge\$60.00 per hour

(e) Supplier Customer Service

The Company will provide Customer Service, as an optional service, to Suppliers who have entered into a written agreement for Billing and Payment Service with the Company and who have entered into a written agreement for Supplier Customer Service with the Company for a minimum of one year. Customer Service is defined as processing of standard Customer informational requests on behalf of a Supplier including Supplier balances, rate information, resolving disputes and processing Customer enrollment. This service is available for Supplier's Customers located within the Company's Service Area. This service includes inbound calls and does not include outbound telemarketing service to potential Customers or promoting new Supplier services to existing Customers. The charges shall be assessed monthly and based on minutes of call handling time as follows:

Supplier Customer Service Charge.....\$1.10 per minute

Nothing herein shall prohibit the Company and Supplier from negotiating an annual per customer fee for Customer Services. The Supplier will be responsible for establishing a separate toll free number to allow the number of calls to be tracked as well as allowing for individualization of services.

(f) Billing and Payment Service

The Company will provide Billing and Payment Service as an option to Suppliers who have entered into a written agreement for Billing and Payment Service with the Company for a minimum of one year. The monthly Billing and Payment Service Charge, listed below, is for billing arrangements which can be accommodated by the Company's billing systems without significant programming changes:

Billing and Payment Service Charge\$ 0.50 per bill rendered
Minimum Billing and Payment Service Charge\$ 100.00 per month

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The Company shall also provide, at its option, Billing and Payment Service for Supplier pricing options which require programming changes to the Company's billing systems. Suppliers will be assessed a one-time setup charge at the following rate to enable non-standard Supplier billing arrangements by the Company:

Programming Setup Charge.....\$95.00 per hour

Any request by the Supplier for Rate Maintenance and Error Correction service provided by the Company in support of Billing and Payment Service will be billed on a monthly basis using the hourly rate below. Rate Maintenance and Error Correction will include maintaining Supplier rates and pricing options in the Company's billing systems and calculating Customer billing adjustments due to Supplier errors in pricing.

Rate Maintenance and Error Correction Charge.....\$50.00 per hour

All Customer payments received by the Company shall be posted first to the Customer's balance with the Company and second to the Customer's balance with the Supplier.

(g) Collection Services

The Company will provide Collection Services in conjunction with Billing and Payment Service for Suppliers who have entered into a written agreement for such service with the Company for a minimum of one year. The Collection Services provided to Suppliers may be similar to collection activities employed by the Company for its own active and inactive delinquent accounts, except that such collection activities shall not include disconnection of service. Collection Services shall be billed monthly at the following rate:

Collection Services Charge.....0.252% of total monthly receivable dollars

3. Initiation and Termination of Supplier Service

(a) Initiation

To initiate Supplier Service to a Customer, the Supplier shall submit an Electronic Enrollment which shall comply with the EDI standard, as may be amended from time to time.

If the information on the Electronic Enrollment passes validation, the Company will send the Supplier a "Successful Enrollment" notice. Supplier Service shall commence on the date of the Customer's next meter read date, provided that the Supplier has submitted the Electronic Enrollment to the Company at least two business days prior to the scheduled meter read date. If the Company receives more than one Electronic Enrollment for the same Customer for the same enrollment period, the first successfully processed Electronic Enrollment shall be accepted. All subsequent Electronic Enrollments received during that enrollment period shall be rejected.

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If a Supplier's Electronic Enrollment fails to meet the requirements of this Tariff, the Company shall, within one business day of receipt of the Electronic Enrollment, notify the Supplier through an EDI Error notice.

(b) Termination

To terminate Supplier Service with a Customer, the Supplier of record shall submit electronically to the Company a valid "Supplier Drops Customer" transaction. Supplier Service shall terminate on the date of the Customer's next meter read date, provided that the "Supplier Drops Customer" transaction is submitted and successfully processed at least two business days prior to the Customer's scheduled meter read date. If the "Supplier Drops Customer" transaction is not received at least two business days prior to the scheduled meter read date, Supplier Service will terminate on the subsequent meter read date. The Company shall send a "Confirm Drop Date" transaction to the Supplier of record. The Supplier of record will be responsible for notifying the Customer of the termination date.

In cases where the Company uses estimated energy and demand values for billing purposes and the estimated bill coincides with the termination of Supplier Service, the Supplier shall agree to accept the estimated metering values as final values. The Company shall not be obligated to reconcile the estimated values after actual meter reading values are available.

(c) Customer Moves

If a Customer of record moves within the Company's Service Area and the Customer or designee notifies the Company prior to the initiation of Delivery Service at the new service location that he/she wishes to continue Supplier Service with the Supplier of record, the Company shall send a "Customer Move" notice to the Supplier and no Electronic Enrollment is necessary for the continuation of Supplier Service.

If a Customer of record initiates Delivery Service at a new service location, in addition to another established account within the Company's Service Area, the Customer shall be responsible for selecting a Supplier for the new service location. If an Electronic Enrollment is not received by the Company at least two business days before the initiation of Delivery Service, the Customer will be rendered energy and capacity under Default Service.

Unless the Company is notified otherwise by the Customer, the Company treats all applications for Delivery Service as a new Customer to the Service Area and the Customer will be rendered energy and capacity under Default Service at the new service location. In the event the Company is informed that the new application for Delivery Service is a Customer of record on or after the date Delivery Service is initiated, the Supplier will be notified either by the Customer Usage Information or the Customer Usage and Billing Information EDI transactions, if and when Delivery Service is terminated at the prior service location.

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(d) Other

In the event a Delivery Service account is terminated by either the Customer or the Company, such termination will be shown on either the Customer Usage Information or the Customer Usage and Billing Information EDI transactions.

4. Interruption, Disconnection and Refusal of Delivery Service

Any interruption, disconnection and refusal of Delivery Service by the Company shall be in accordance with this Tariff and the rules of the Commission. The Company shall not be liable for any revenue losses to Suppliers as a result of an interruption or disconnection of Delivery Service to an existing Customer.

In the event the Company refuses to supply or expand Delivery Service for any reason, the Company shall not be responsible for any losses or damages (direct, indirect or consequential) to a Supplier resulting from the corresponding loss of compensation.

5. Metering

The Company shall meter each Customer in accordance with Tariff provisions. Each Customer shall be metered or its load estimated such that the loads can be reported to the ISO-NE for inclusion in the Supplier's, or applicable NEPOOL member's, load calculations.

In the event a Supplier utilizes the Company's meter readings for billing purposes, the Company shall not be responsible for any loss or damage to a Supplier resulting from a failure of the Company's metering equipment to partially or fully register the amount of electricity consumed by a Customer.

Should a Supplier install metering equipment or any other equipment on Customer-owned facilities which interferes with the operation of the Company's metering equipment or any other Company-owned equipment, the Supplier shall undertake best efforts to remedy the interference in a timely manner and shall compensate the Company for any damages resulting from the interference. Failure to remedy the interference may result in the termination of Delivery Service after 30 days' notice to the Supplier and Customer.

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.

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