

JOEY LEE MIRANDA

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299
jmiranda@rc.com
Direct (860) 275-8227

Also admitted in District of Columbia and
Massachusetts

Via Electronic Mail

June 9, 2023

Daniel C. Goldner, Chairman
New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, N.H. 03301-2429

Re: **Docket No. DE 23-002: Unitil Energy Systems, Inc. Proposed Purchase of Receivables Program**

Dear Chairman Goldner:

Attached are the NRG Retail Companies' Comments in connection with the above-referenced proceeding.

Consistent with the Public Utilities Commission's current practices, this filing is being submitted only in electronic form

Please feel free to contact me if you have any questions or require additional information. Thank you.

Sincerely,


Joey Lee Miranda

Attachment

Copy to: Service List

**BEFORE THE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

UNITIL ENERGY SYSTEMS, INC. : DOCKET NO. DE-23-002
PROPOSED PURCHASE OF :
RECEIVABLES PROGRAM : JUNE 9, 2023

NRG RETAIL COMPANIES’ COMMENTS

Direct Energy Services, LLC; Direct Energy Business, LLC; Direct Energy Business Marketing, LLC; Reliant Energy Northeast LLC; and XOOM Energy New Hampshire, LLC (collectively, the “NRG Retail Companies”) hereby submit their comments regarding the proposed purchase of receivables (“POR”) program submitted by Unitil Energy Systems Inc. (“UES” or “Company”) in the above-captioned proceeding.

INTRODUCTION

New Hampshire’s municipal aggregation law¹ authorizes municipalities to aggregate electric power supply and operate approved community aggregation programs.² In 2021, the New Hampshire legislature amended that law to authorize the purchase of receivables of competitive electric power suppliers (“CEPS”) by the electric distribution utilities (“EDUs”).³

On October 7, 2022, the Commission filed final rules with the Division of Administrative Rules implementing the provisions of RSA 53-E (“Puc 2200 Rules”).⁴ Among other things, the Puc 2200 Rules require each EDU to propose a POR Program.⁵ In compliance with this

¹ Revised Statutes Annotated (“RSA”) Chapter 53-E.

² RSA 53-E:3-a.

³ RSA 53-E:9, II.

⁴ 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).

⁵ Puc 2205.16(e).

requirement, on January 10, 2023, UES filed testimony and supporting materials outlining a proposal for a POR program.⁶

On February 2, 2023, the Commission issued a Commencement of Adjudicative Proceeding and Notice of Prehearing Conference offering interested parties an opportunity to file petitions to intervene in the proceeding.⁷ Subsequently, the NRG Retail Companies filed a petition to intervene,⁸ which was granted on March 21, 2023.⁹

Based on the information derived from the UES testimony and the technical session as well as UES' responses to data requests and consistent with the approved procedural schedule,¹⁰ the NRG Retail Companies hereby submit their comments regarding the proposed UES POR program.

COMMENTS

The overarching purpose of a POR program is to mitigate the risk that CEPS bear regarding nonpayment by customers, whether those customers are being served in the aggregate via the community power aggregation program offered by New Hampshire municipalities or on an individual basis in the competitive retail market. Unlike the EDUs, CEPS do not have the statutory authority to disconnect customers for nonpayment and are relegated to the limited remedy of customer de-enrollment. The expectation is that implementation of a well-designed POR program will reduce the financial and administrative barriers that CEPS face in the competitive market; thereby, increasing the number of market participants and enhancing retail

⁶ See UES Proposed Purchase of Receivables Program (Jan. 10, 2023).

⁷ Commencement of Adjudicative Proceeding and Notice of Prehearing Conference (Feb. 2, 2023) (“Notice”), at 4.

⁸ NRG Retail Companies’ Petition to Intervene (Mar. 10, 2023).

⁹ Prehearing Conference Transcript (Mar. 21, 2023), at 5.

¹⁰ See Proposed Procedural Schedule (Mar. 28, 2023); Procedural Order Re: Proposed Procedural Schedule (Mar. 30, 2023) (approving the proposed schedule and setting hearing dates).

competition, especially for the state’s nascent community aggregation program. Thus, the adoption of a POR program that requires UES to purchase the receivables of all CEPS that choose Consolidated Billing service is in the public good.¹¹ Accordingly, the NRG Retail Companies support the Commission’s approval of such a program in the UES service territory. However, for the reasons set forth more fully below, the NRG Retail Companies request that the Commission order UES to: (a) modify its proposed schedule for payment to CEPS; (b) limit the substantive changes to UES’ Competitive Electric Supplier Trading Partner Agreement for Billing Service and Purchase of Receivables Program (“TPA”) to those necessary to implement the POR program; and (c) require UES to follow the electronic data interchange (“EDI”) change control process¹² to implement modifications to the New Hampshire EDI standards to accommodate POR.

I. ADOPTION OF THE UES POR PROGRAM IS IN THE PUBLIC GOOD

POR encourages the entry of new competitors into a market that relies on utility consolidated billing by placing CEPS in approximately the same position as the EDU default service provider for purposes of cash flow and working capital. Accordingly, the effective implementation of POR will increase CEPS participation in the retail market and provide consumers with greater access to competitive and innovative rate plan offerings.

A POR program mitigates collection risk for CEPS by establishing the terms and conditions by which the EDUs purchase the accounts receivable of CEPS operating in the EDUs’ service territories. Notably, while a POR program makes the EDUs responsible for the collection of the charges assessed by CEPS on EDU issued bills, it does not increase risks to the EDUs or

¹¹ *Cf.* RSA 53-E:9, I (authorizing the POR program to include all CEPS if the Commission finds “that it is for the public good.”).

¹² EDI Training Guide, Part 1 (available at: <https://www.puc.nh.gov/electric/EDI/Part001.pdf>) (last visited Jun. 7, 2023).

distribution customers. Indeed, as the Connecticut Public Utilities Regulatory Authority (“PURA”) found when it required The Connecticut Light and Power Company d/b/a Eversource Energy to adopt a POR program:

Reflecting the generation portion of . . . uncollectibles through a [POR] mechanism does not increase the cost. Instead, it allocates a portion of this expense to the generation component of rates and allows the cost to follow generation rates whether these rates are billed by [the EDU] or a supplier. Therefore, [an EDU] is not subjected to any greater risk regarding the recovery of this expense than it is under traditional ratemaking.¹³

The most important component of a POR program is establishing the discount percentage rate (“DPR”) at which the EDUs purchase the receivables from the CEPS (i.e., the percentage discount that each EDU applies to the full amount owed from customers to CEPS participating in the program). In turn, the most critical factor of the DPR is the Uncollectible Percentage (“UP”). During the first year of the POR Program, UES proposes to calculate the UP “as the uncollectible expense for the applicable customer class based on actual data for Default Service Customers, divided by the total amounts billed by the Company for Default Service Supply, including late payment fees if included in uncollectible expenses.”¹⁴ In future years, UES will calculate the UP based on actual uncollectible expense and revenue data for CEPS customers.¹⁵ Like the Connecticut program, allocating this uncollectible expense to CEPS avoids increased risk to the EDUs or distribution customers.¹⁶

A POR program also will not increase the costs borne by the EDUs or distribution customers. In fact, the law authorizing the POR program specifically prohibits the EDUs or

¹³ See PURA Docket No. 05-08-05RE02, *DPUC Investigation Into the Process By Which Customers Can Choose an Electric Supplier When Initiating Electric Service – Amended Referral Program*, Decision (Oct. 10. 2007) (“CT POR Decision”), at 10.

¹⁴ UES Proposed POR Program, Exhibit CJGSED-1, at 7.

¹⁵ *Cf.* DOE 1-10 at Attachment NRG-1.

¹⁶ *Cf.* CT POR Decision, at 10.

default service customers from assuming the costs associated with the program.¹⁷ Moreover, because UES has proposed class-specific DPRs,¹⁸ the proposed program will also eliminate potential cross-subsidization among customer groups.

UES' POR program will broadly promote retail choice and customer access to competitive markets without increasing risks or costs to the EDUs or distribution customers; thus, serving the public good.¹⁹ Moreover, the POR Program is generally modeled off the Fitchburg Gas & Electric Company, Inc. d/b/a Unitil ("FGE") POR program in Massachusetts²⁰ that includes many of the important attributes detailed above and has been in successful operation since 2015. Thus, the NRG Retail Companies support the Commission's adoption of the UES proposed POR program with the modifications described below. Further, the NRG Retail Companies strongly endorse UES' proposal to assign applicable write-off percentages by customer class because this properly assigns the bad debt or uncollectible expenses by rate classification and will eliminate potential cross-subsidization among customer groups.

II. THE COMMISSION SHOULD REQUIRE EACH OF THE EDUS TO ADOPT CONSISTENT POR PROGRAMS

UES has proposed that, on or about February 1 each year, it make an annual reconciliation filing to establish the DPR to be effective on May 1.²¹ NRG supports this proposal and, to ensure consistency, recommends that the Commission require that all EDUs implement the same schedule for their annual reconciliation filings.

¹⁷ RSA 53-E:9, II ("[T]he utility's participation in the purchase of receivables program shall not require the utility or non-participating consumers to assume any costs arising from its use.").

¹⁸ UES Proposed POR Program, Exhibit CJGSED-1, at 6 ("[T]he Company proposes class-specific DPRs for two class groupings: (1) the Residential Service Class; and (2) the General Service Class.").

¹⁹ See RSA-E:9, I (authorizing the POR program to include all CEPS if the Commission finds "that it is for the public good.").

²⁰ UES Proposed POR Program, Exhibit CJGSED-1, at 10.

²¹ *Id.* at 11.

UES has also proposed that it “make a single monthly payment on the last Business Day of the calendar month to each participating Competitive Supplier for all POR customers billed on their behalf during the prior calendar month of service.”²² However, Public Service Company of New Hampshire d/b/a Eversource Energy (“Eversource”) has proposed that payments to CEPS be made monthly consistent with the combined average payment period of the applicable customer class as is done by Eversource’s affiliate in Massachusetts.²³ The Eversource proposed payment schedule is more equitable because it ensures that CEPS receive more timely payments and avoids potential negative impact to CEPS cash flow. Thus, NRG Retail recommends that the Commission require UES to adopt the same payment schedule.

III. THE PROPOSED TPA MODIFICATIONS GO BEYOND THOSE NECESSARY TO IMPLEMENT POR

In response to a data request from the Department of Energy, UES provided proposed changes to its TPA.²⁴ While the NRG Retail Companies support changes to the TPA that are necessary to implement POR or are considered administrative “clean-ups,” the TPA changes proposed by UES go beyond those areas.²⁵ In particular, UES has proposed changes to Sections IV and VI of the TPA that are unrelated to POR and that are not of a housekeeping nature.²⁶

CEPS and other key stakeholders would not and could not anticipate that these types of changes would be proposed (or considered) in a proceeding to approve a proposed POR program. Moreover, not all of those stakeholders have been provided notice that these types of

²² UES Proposed POR Program, Exhibit CJGSED-1, at 11.

²³ See NSTAR Electric Company d/b/a Eversource Energy Eastern Massachusetts Terms and Conditions – Competitive Suppliers and Competitive REA Suppliers (available at: https://www.eversource.com/content/docs/default-source/rates-tariffs/ma-electric/4.pdf?sfvrsn=e4c82c1d_7), at 15.

²⁴ DOE 1-8, Attachment 2 at Attachment NRG-2.

²⁵ See *id.*

²⁶ See *id.* at 5-8, 10-14.

changes would be proposed.²⁷ For example, neither the proposed UES POR program nor the Notice indicate that such changes will be considered as part of this proceeding.²⁸ Moreover, UES did not consult or otherwise notify CEPS of the proposed changes.²⁹ As a result, many stakeholders, who otherwise would be interested in and want to provide input on the proposed changes, still do not have a seat at the table. In fact, besides the NRG Retail Companies, no other CEPS is participating in this proceeding.³⁰

An important hallmark of a well-functioning market is full transparency and disclosure of proposed changes to the market rules and operational protocols under which participants in that market operate. To do otherwise, fails to provide entities that will be directly impacted by proposed changes an opportunity to explain how those changes may impact their customers, operations and/or the competitive market for electricity. Thus, because inadequate notice has been provided that such changes would be considered as part of this proceeding, the NRG Retail Companies request that the Commission prohibit UES from making substantive changes to the TPA in this proceeding beyond those necessary to implement POR.³¹

IV. THE NEW HAMPSHIRE EDI STANDARDS SHOULD BE UPDATED TO INCORPORATE THE CHANGES NECESSARY TO IMPLEMENT POR

UES is proposing to process EDI transactions pursuant “to the rules and procedures documented and maintained by the *Massachusetts* Electronic Business Transaction (EBT)

²⁷ See generally, Record.

²⁸ See generally, Notice; UES Proposed POR Program.

²⁹ See NRG 1-4 at Attachment NRG-3.

³⁰ See generally, Record.

³¹ Cf. Order No. 25,866 (Feb. 12, 2016), at 17 (“We therefore hold that Northern had inadequate notice that these additional alleged violations might be the subject of our hearings. Accordingly, we decline to consider the alleged violations at this time.”).

Working Group.”³² However, New Hampshire has established its own EDI standards and procedures³³ that represent “a standard set of data transactions used by electric distribution companies and CEPS to send and receive data.”³⁴ The New Hampshire EDI standards include a change control process to be used to modify those standards “to accommodate market or regulatory requirements on an ongoing basis.”³⁵ Despite this, because “the EDI Working Group in New Hampshire does not appear to be active, and has not been active for some time,” UES proposes reverting to the EBT standards of another state without even attempting to initiate the change control process.³⁶

Moreover, UES again did not provide notice of this proposal to CEPS. As a consequence, those directly affected by UES’ proposed changes to the manner and method by which EDI transactions are processed have not been provided notice of those changes in contravention of the New Hampshire change control process.³⁷ In fact, even though it is an intervenor in this proceeding, the NRG Retail Companies only became aware of the proposal to use the Massachusetts EBT standards as a result of UES’ responses to data requests.

To ensure consistency across EDU service territories,³⁸ the NRG Retail Companies request that the Commission reject UES’ proposal to adopt the Massachusetts EBT Standards as part of this proceeding, reconstitute the New Hampshire EDI Working Group, and require UES to complete the appropriate change control process and related protocols germane to the State of

³² See CPCNH 1-21(a) at Attachment NRG-4 (emphasis added); *see also* CPCNH 1-21(b) (“The Company operates the FGE POR program under the EBT Standards and anticipates using those same rules and procedures in New Hampshire.”).

³³ See <https://www.puc.nh.gov/electric/edi.htm>.

³⁴ Puc 2002.14.

³⁵ EDI Training Guide, Part 1, at 1.

³⁶ CPCNH 1-21(b) at Attachment NRG-4.

³⁷ See EDI Training Guide, Part 1, at 3 (requiring notice, even for Emergency Priority changes, to CEPS).

³⁸ *Cf* Puc 2002.14 (defining EDI as “a *standard* set of data transactions used by electric distribution companies and CEPS to send and receive data”) (emphasis added).

New Hampshire. Because UES will require “up to four months” to implement the POR program once the program is approved by the Commission,³⁹ requiring UES to abide by the New Hampshire EDI change control process should not delay implementation.⁴⁰

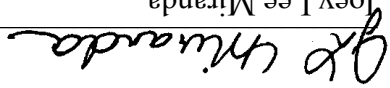
CONCLUSION

For all the foregoing reasons, when approving the proposed UES POR program, the NRG Retail Companies request that the Commission order UES to: (a) modify its proposed schedule for payment to CEPS; (b) limit the substantive changes to its TPA to those necessary to implement POR; and (c) require UES to follow the EDI change control process to implement modifications to the EDI standards to accommodate POR.

³⁹ UES Proposed POR Program, Exhibit CJGSED-1, at 12-13.

⁴⁰ See EDI Training Guide, Part 1, at 2-3 (establishing three priority classifications for changes to the EDI standards with timeframes for implementation ranging from 10-90 days).

Dated: June 9, 2023


Joey Lee Miranda

or first-class mail to all persons on the service list.

I hereby certify that a copy of these Comments has this day been sent via electronic mail

CERTIFICATE OF SERVICE

Unitil Energy Systems, Inc.
Docket No. DE 23-002
Proposed Purchase of Receivables Program
Department of Energy Data Requests Set 1

Received: 4/7/23
Request No. DOE 1-10

Date of Response: 4/21/23
Witness: Christopher Goulding/Elena Demeris

Request:

Regarding the uncollectible percentage calculation CJKSED-2 Schedule 2, page 1 of 4 (Bates Page 000017):

- a. Please explain why the Company used the actual data for customers on default service to calculate the uncollectible percentage instead of the actual data for customers on competitive supply. Please provide an uncollectible percentage calculation using the actual data for customers on competitive supply by class for the same period used in the calculation in testimony.

Response:

The Company has only Default Service revenue and uncollectible expense data at this time. Therefore, the Company calculated the uncollectible percentage with that data.

The Company currently does not collect uncollectible data for customers on competitive supply and therefore it does not have the data necessary to calculate the uncollectible expense for those customers. Consequently, the requested calculation cannot be performed.

In the future, the Company will have the write-off data related to customers who are on Default Service and customers who are on competitive supply. Thus, at that time, the Company will have all of the data necessary to calculate an average charge-off rate for both Default Service and customers on competitive supply.

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEVABLES PROGRAM

This Agreement made this ___ day of _____, 200_ , between Unitil Energy Systems, Inc., a New Hampshire corporation with a principal place of business at Hampton, New Hampshire (“Company”) and _____, a _____ corporation with a principal place of business at _____ (“Competitive Supplier”). Competitive Supplier and Company are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party”.

I. Basic Understandings

The Company has the authority and obligation under New Hampshire’s Electric Utility Restructuring Law (RSA 374-F), the New Hampshire Municipal Aggregations Law (RSA 53-E) and the Report of the Electronic Data Interchange Working Group (“EDI Working Group Report”), and the Company’s Terms and Conditions for Competitive Suppliers (“Terms & Conditions”) approved by the New Hampshire Public Utilities Commission (“Commission”) to perform services for competitive suppliers of electricity. The EDI Working Group Report requires the Competitive Supplier to enter into a trading partner agreement with the Company prior to the initiation of Generation Service, as defined therein, for the provision of these services. Accordingly, Company agrees to provide services to Competitive Supplier in accordance with the terms of this Agreement. _____ This Agreement has been developed for use between Company and Competitive Supplier, and may not be waived, altered, amended, or

~~Issued: October 20, 2006
Effective: November 1, 2006~~

~~Issued by: Mark H. Collin
Treasurer~~

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modified, except as provided herein. Exhibit A, attached hereto and incorporated herein by
reference, includes additional terms which are a part of this Agreement.

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

II. Definitions

Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms & Conditions or the EDI Working Group Report.

“Accounts Receivable” shall be defined as, with respect to any eligible Customer, the Competitive Supplier’s Generation Service revenue and associated charges determined by the Company under the terms of this Agreement.

“Accounts Receivable Purchase Price” shall be defined as the amount with respect to any Account Receivable purchase hereunder, calculated in accordance with Section 6.B of the Company’s Terms and Conditions.

“Additional Assurance Amount” shall mean the amount due and owing by the Competitive Supplier to the Company under this Agreement as of the date of the Company’s issuance of a demand for the same.

“Affiliate(s)” shall mean with respect to a Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such Person or is a director or officer of such Person. For purposes of this definition the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) of a Person means the possession, direct or indirect, of the power to vote 10% or more of the voting stock of such Person or to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting stock, by contract or otherwise.

“Billing Date” shall be defined as with respect to any Account Receivable, the date on which Company’s billing system calculates such Account receivable.

“Business Day” shall be defined as any day, other than a Saturday, Sunday or Holiday that is observed on a weekday. If any performance date referenced herein occurs on a day other than a Business Day, such performance date shall be the next succeeding Business Day.

“Collateral” shall have the definition as provided in Section VI hereof.

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“Customer” shall have the same definition as is provided in the Terms and Conditions.

“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 amount to be deducted from the payment to Competitive Supplier for Generation Service as specified in paragraph 8B of the Company’s Terms and Conditions.

“Distribution Service” shall mean the delivery of electricity to a Customer by the Company.

“Generation Service” shall mean the sale of electricity to a Customer by a Competitive Supplier, including 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 Standard Complete Billing Service platform.

“Holidays” are as follows: New Year’s Day; President’s Day; Patriot’s Day; Memorial Day; Juneteenth National Independence Day, Independence Day; Labor Day; Veteran’s Day; Thanksgiving Day; the day following Thanksgiving Day; and Christmas Day.

“Program” means the purchase of Accounts Receivable Program approved by the Commission, 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 Commission, and as in effect from time to time.

“Qualified Bank” – 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 (A) (“A-” by S&P and “A3” by Moody’s, if such entity is rated by both S&P and Moody’s or (B) “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 Collateral for all obligations of the Competitive Supplier to the Company pursuant to this Agreement as referenced in Section VI hereof.

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“Unbilled Accounts Receivable” means the amount of Competitive Supplier’s Generation Service revenue and associated charges to be determined by Company under Article 7 of this Agreement based upon the applicable billing price determinants in effect (including, but not limited to, any applicable state or federal taxes and/or surcharges) for Generation Service which has been rendered to Customers but which remains unbilled until such time as such receivables are billed and purchased by Company under the terms of this Agreement.

III. Term

This Agreement shall become effective upon implementation of the Company’s Purchase of Receivables Plan as approved by the Commission, or on the date hereof, whichever is later, (“Effective Date”) and shall continue in full force and effect unless terminated by either party by written notice given no less than 60 days prior to the scheduled termination date, except as provided in Sections VI and XII of this Agreement. Notwithstanding the Effective Date, Competitive Supplier acknowledges that Company will provide Company Services as set forth in Section VII only after the requirements of Section IV of this Agreement have been satisfied. Notwithstanding the foregoing, the parties agree to abide by all items of this Agreement during the processing of any outstanding transactions through completion.

IV. Conditions Precedent

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

A. Competitive Supplier shall provide all information requested in Exhibit B

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FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

attached hereto.

B. Competitive Supplier shall register with and obtain all necessary licensing from
the Commission.

C. The Company shall confirm that the Competitive Supplier is Creditworthy. In the event that Competitive Supplier is not Creditworthy, the Competitive 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 Agreement.

~~E.~~

~~D.~~ If Competitive Supplier elects to utilize the Consolidated Billing Services from the Company, Competitive Supplier shall furnish to Company the Customer’s contracted rate at the time of enrollment or rate change via Electronic Business Transactions (“EBT”) Working Group standards. a complete schedule of Supplier’s relevant rates and

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~~E. — pricing options for Generation Service in an electronic format acceptable to Company, at Company’s option, no less than ten (10) business days prior to initial Customer enrollment for any such rate or prior to a change in Supplier’s existing rates or five (5) business days prior to a change in rate pricing options.~~

~~F.D. —~~

~~E. Competitive Supplier shall successfully complete Prior to Customer enrollment, Supplier shall participate in supplier training and successfully complete testing with the Company of the Electronic Data Interchange (“EDI”) transactions EBT as specified in the EBT~~DI~~ Working Group Report and any other applicable EBT~~DI~~ Working Group standards (together with the EBT referred to as “EBT Standards” herein) with the Company prior to enrollment. In addition, Competitive Supplier shall be required to successfully complete testing of the EBT Standards implemented subsequent to the initial test period. published under the direction of the EDI Working Group.~~

~~G.~~

~~F. Except for Standard Billing Service, the Competitive Supplier has granted to the Company the Security Interest as stated in Section VI hereof, and has provided documentation acceptable in form and substance acceptable to the Company demonstrating the grant and ongoing effectiveness of that Security Interest.~~

~~H. — For purposes of this Agreement, Supplier may elect to arrange with a third-party for the provision of necessary EDI services; provided, however, that in the event Supplier~~

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~~intends to terminate its third-party arrangement for EDI services, Supplier shall provide
Company 60 days prior written notice of such intent to terminate.~~

V. Representations

Each Pparty represents that it is and shall remain in compliance with all applicable laws, tariffs, and Commission orders or regulations during the term of this Agreement.

Each person executing this Agreement for the respective Pparties represents and warrants that he or she has authority to bind that Pparty.

Each Pparty represents that (a) it has the full power and authority to execute, deliver, and perform this Agreement; (b) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate or other action by such Pparty; and (c) this Agreement constitutes that Pparty's legal, valid and binding obligation, enforceable against such Pparty in accordance with its terms.

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

Competitive Supplier 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

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rights of any third party. Further, Competitive Supplier warrants: (i) that its title to the Collateral and the Accounts Receivable is free of all adverse claims, liens (including, without limitation, tax liens), security interests (excepting the Security Interest granted to the Company) and restrictions on transfer or pledge, (ii) the Collateral and the Accounts Receivable are not and will not be subject to any other valid or existing billing, collection, or financing instrument, (iii) the Collateral and the Accounts Receivable have not been billed and will not be collected by or for the benefit of any other party except Company, (iv) the Collateral and the Accounts Receivable will not be assigned, financed, sold, pledged, hypothecated, or otherwise encumbered, except to Company.

With respect to the Collateral and Accounts Receivable, Competitive Supplier warrants that: (i) the Collateral and the Accounts Receivable represent valid and correct charges due to the Competitive Supplier in accordance with Competitive Supplier's agreements with those Customers, and Competitive Supplier is not in breach of any of those 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, offsets 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.

VI. Competitive Supplier's Responsibilities

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Competitive Supplier shall notify Company within twenty-four (24) hours in writing if its authority to provide competitive electric services in New Hampshire is revoked or otherwise suspended or modified by the Commission in a way that affects this Agreement, including but not limited to suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Competitive Supplier's license shall be grounds for immediate termination of this Agreement by Company. Further, Competitive Supplier shall maintain its license to act as a Competitive Supplier, as provided in the Commission's regulations, throughout the term of this Agreement, and shall provide evidence of the same to the Company on an annual basis.

To the extent reasonably possible, Competitive Supplier shall notify Company no less than forty-eight (48) hours prior to an event within Competitive Supplier's knowledge, and of which Competitive Supplier has reason to believe Company has no knowledge, and that will render Competitive Supplier unable to serve load or maintain the status with ISO New England, Inc. ("ISO-NE") required to serve load. Upon such notice or the occurrence of such an event, Company shall have the right to switch Competitive Supplier's Customers to the applicable Default or Basic Service Rate under the Company's tariffs, and the Competitive Supplier shall hold harmless, indemnify and defend the Company regarding any associated costs and third-party claims related to such switch.

Competitive Supplier acknowledges that Company will select and may change from time to time the application or vendor for the electronic transmission vehicle used by the Company. Company acknowledges the benefit to both the Company and the Competitive Supplier in

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minimizing the transaction costs in selecting the electronic transmission methodology.

Notwithstanding the above, Company will not change the electronic transmission vehicle without first notifying Competitive Supplier by electronic mail at least seven (7) days prior to the change.

Competitive Supplier shall be responsible for the initial testing cost of the electronic transmission vehicle and costs of subsequent transactions as described in the Terms and Conditions.

Competitive Supplier acknowledges that Company is authorized to deny Generation Service to Customers where Company has terminated such Customer's Distribution Service in accordance with the rules and regulations of the Commission, including the Commission's billing and termination regulations until such time as the customer is reinstated by the Company. In order for Competitive Supplier to serve such a Customer after reinstatement, Competitive Supplier must re-enroll the Customer.

Subject to the Commission's regulations relating to the termination of service, the Company shall be authorized to disconnect its tariff delivery service and Competitive Supplier's Generation Service to Customers when the Customer fails to make full payment of all amounts due on the bill issued by the Company.

During the term of this Agreement as to any EBT Standards implemented subsequent to the initial testing period referenced above in Section IV.E., Competitive Supplier shall be

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required to successfully complete testing of said standards in accordance with the EBT
Standards.

As collateral for all obligations now existing or hereafter arising from Competitive
Supplier to Company, Competitive Supplier hereby grants to Company a first priority perfected
security interest in all of the following property of Competitive Supplier, wherever located,
whether now owned, hereafter acquired, or created, and all proceeds and products thereof (the
“Collateral”): (a) All Accounts Receivable purchased by Company under this Agreement; and
(b) All Unbilled Accounts Receivable to be purchased by Company under this Agreement. The
Competitive Supplier shall execute and deliver to the Company such additional assurances and
instruments as reasonably requested by the Company regarding the Collateral and the Accounts
Receivable, and as otherwise required to effectuate the provisions of this Agreement.
Competitive Supplier shall be authorized by the Company to place a security interest on the
accounts receivable from the Company to the Competitive Supplier associated with the purchase
by Company of the Competitive Supplier’s Accounts Receivable.

Competitive Supplier shall be responsible for the payment of all taxes (including, without
limitation, sales, use and gross receipts taxes and any new taxes) imposed or assessed on the
Accounts Receivable or otherwise on the sales by Competitive Supplier to the Customers.
Competitive Supplier shall be considered the vendor for purposes of liability for such taxes.
Nothing in this Agreement shall be construed as imposing upon Company the obligation of
remitting to any federal, state, or local taxing authority those taxes that are the collection and

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~~remittance responsibility of Competitive Supplier with respect to Company's purchase of
Accounts Receivable from Competitive Supplier. Competitive Supplier shall indemnify, defend,
and save harmless Company from and against any and all liability for such taxes, and any
interest or penalties thereon.~~

~~— Failure of Supplier to maintain its registered status with the Commission shall be
grounds for termination of this Agreement by Company.~~

~~— Supplier must either (i) be an ISO-NE member having its own Settlement Account, or (ii)
have an agreement in place with an ISO-NE member whereby the ISO-NE member agrees to
include the load to be served by the Supplier in such ISO-NE member's Settlement Account.
Supplier shall notify Company within twenty-four (24) hours prior, as applicable, to an event
reasonably within Supplier's knowledge, and of which Supplier has reason to believe Company~~

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~~has no knowledge, and that will render Supplier or its agent unable to maintain the status with ISO-NE required to serve load. Upon such notice or upon the occurrence of such an event, Company shall have the immediate right to switch Supplier's Customers so affected to the applicable Default Service Rate under the Company's tariffs.~~

Supplier shall update Exhibit B within five (5) business days of changes in any information contained therein.

~~Supplier acknowledges the Company will select and may change from time to time the Value Added Network ("VAN") or other electronic transmission vehicle used by the Company. Supplier shall be responsible for the payment of all VAN or other electronic transmittal cost.~~

~~Supplier acknowledges that, unless otherwise agreed, Company will not include preexisting Supplier balances on Consolidated Billing for newly enrolled Customers.~~

VII. Company Services

The Company shall provide Distribution Service pursuant to the Company's Tariff. In the event the terms of this Agreement conflict with those of the Tariff, the terms of the Tariff shall govern.

A. Billing Services

Competitive Supplier will be offered two billing services: (1) Consolidated Billing Service; and (2) Standard Billing Service. All measured billing determinants provided by the

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Company will be based on Company owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

i. Consolidated Billing Service

In accordance with the provision of the Consolidated Billing Service Option, Company will issue a single bill for electric service. Company will use the rates and pricing options supplied by Competitive Supplier to calculate the Competitive Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. Company agrees to provide Competitive Supplier with customer usage and billing information, in accordance with EBT Standards. the procedures set forth in the EDI Working Group Report. The Competitive Supplier choosing the Consolidated Billing Service for any account agrees to sell any and all receivables associated with such billed accounts to the Company in accordance with the Terms and Conditions for Competitive Suppliers and the Program.

As described in the Company's Terms and Conditions for Competitive Suppliers and as approved by the Commission, the Company will purchase all existing Accounts Receivable on the Effective Date using the same discount rates by customer class calculated for revenues billed in the first year of the Program. The Company's purchase of existing Accounts Receivable will be tracked in a fully reconciling mechanism. As of the Billing Date, title to such Account Receivable shall pass to Company, and Competitive Supplier shall have no rights in or to such Account Receivable and shall not seek to collect in any manner such amount from any Customer.

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Any Account Receivable, or portion thereof, that is sold to the Company under this Agreement and for which payment is received by Competitive Supplier from Customers shall be held by Competitive Supplier in trust as the property of the Company and shall be remitted in full to Company immediately, and in any event within five (5) Business Days of receipt, without any deduction or set off by Competitive Supplier. Company shall have the right to endorse the name of the Competitive Supplier on any and all remittances by Customers received by Company that are payable to Competitive Supplier, and the right to collect the same from Customers. In addition, Competitive Supplier assigns to Company any and all payments received from state, federal, or other agencies associated with the Accounts Receivable including without limitation payments for heating or other financial assistance.

The Company agrees to pay Competitive Supplier the Accounts Receivable Purchase Price. Company will provide Competitive Supplier with necessary remittance advice through an electronic format in accordance with EBT Standards and/or in the form of a monthly spreadsheet that provides the billing details, application of the Standard Complete Billing Percentage and amount of payment due to Competitive Supplier.

Changes in the rate levels of Competitive Supplier charges to be billed shall be prospective only and shall be implemented for the next billed reading, provided that (1) Competitive Supplier notifies Company of the rate changes in accordance with Section IV.C.; (2) the notification includes the old and new rates, pricing options, and effective date; (3)

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~~Competitive Supplier provides a sample bill calculation of a 500 kWh Customer or another sample Customer if it better fits the rate structure; and (4) Competitive Supplier consents to the implementation of the new rate once Company has tested its billing processes.~~

~~Upon receipt of Customer payments, Company agrees to send a payment/adjustment transaction to the Supplier, in accordance with the procedures set forth in the EDI Working Group Report. Supplier agrees to be responsible for its own bill collections, unless otherwise specified in Exhibit A.~~

~~Supplier rates and pricing options must conform to the rate structure in use by Company for that specific tariffed Distribution Service and be supported by meters in place. Changes in the rate levels of Supplier charges to be billed shall be prospective only and shall be implemented for the next bill reading, provided that: 1) Supplier notifies Company of the rate changes in accordance with Section IV.C.; and 2) the notification includes the old and new rates, pricing options, and effective date.~~

ii. Standard Billing Service

In accordance with the provision of the Standard -Billing Service Option, Competitive Supplier will separately bill Customers for the cost of Generation Service provided by the Competitive Supplier and collect amounts due to the Competitive Supplier from the Customer.

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Company agrees to provide Competitive Supplier with Customer usage information, in accordance with the EBT Standards.~~procedures set forth in the EDI Working Group Report.~~

iii. Transaction Processing

Customer transactions will be processed in accordance with the EBT standards ~~formats described in the EDI Working Group Report as approved by the Commission.~~ These transactions include but are not limited to account administration, reporting of Customer usage and billing, remittance advice and reporting of Customer ~~payments and~~ adjustments. Any changes in these standard transactions will be in accordance with the EBT Standards.~~EDI Change Control Process and must be approved by the Commission.~~

iv. Conditions of Billing

Customers that contact Company concerning the billed amount for Competitive Supplier Generation Service or any other Competitive Supplier issue will be referred to Competitive Supplier's customer service number identified in Exhibit B. ~~Unless~~ with respect to Consolidated Billing Services as specified above, Company will not undertake bill investigations, Customer inquiries concerning Competitive Supplier charges, collection activities, or the settlement of billing disputes on behalf of Competitive Supplier unless otherwise specified in Exhibit A.~~otherwise specified in Exhibit A. Company will not respond to~~

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~~Customer inquiries concerning generation service issues unless otherwise specified in Exhibit A.~~

For both Standard Billing Service and Consolidated Billing Service, Competitive Supplier shall be responsible for the reporting and payment of all taxes or other fees assessed upon Generation Service by any local, state, federal or other taxing or administrative bodies.

v. Rendering of Bills (Consolidated Billing Option Only)

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for Competitive Supplier Generation Service. These statements will be included as part of the regular monthly bill for Company's Distribution Service mailed to the Customer.

~~These statements will include Competitive Supplier's contact information is listed on the Company's website, <https://unitil.com/electric-gas-service/third-party-energy-suppliers>. free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing Competitive Supplier specific information except as otherwise required by the Commission. Outstanding Customer balances for Generation Service will be identified on the bill for up to two statement periods following the time when Supplier is no longer the Customer's current generation supplier.~~

vi. Billing Errors

If Supplier finds that the Company has made a billing error or other miscalculation on a bill or in the usage determinants used as the basis for either the Company or the Supplier's bill

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calculation, the Supplier shall notify Company in writing and explain the nature of the error.

Upon confirmation of the error, Company will re-bill the affected Customer reflecting an appropriate adjustment in the Customer's account. Similarly, if the Company discovers an error that it has made, the Company shall notify Supplier in writing and explain the nature of the error.

Upon confirmation of the error, an appropriate adjustment will be made on the next bill sent to the Customer. Competitive Suppliers will be notified electronically of any billing adjustment as provided by the EBTDI Standards. Further, as agreed between the Company and Supplier, the Company shall re-bill or adjust Customers' bills due to Competitive Supplier's errors in the next billing cycle. When either Pparty reasonably believes that an error related to billing activity may have occurred, either Pparty may request the production of documents required to verify the accuracy of such billing, which the other Pparty will provide within ten (10) Business Days.

The Company shall not be required to adjust any errors as described in this paragraph after twenty- four (24) months from the date of the statement to the Customer which contained the error.

vii. Payment Processing (Consolidated Billing Option Only)

The Company shall pay Competitive Supplier in accordance with Section III.6.B of the Terms and Conditions. The Company shall send payment to the Competitive Supplier for all Standard Complete Billing Service Customers, on the last Business Day of the month following the month of service. Once an account bills, the Company will notify the Competitive Supplier in a timely manner of the amounts due to Competitive Supplier in accordance with the Program.

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~~Payments to Competitive Supplier on behalf of Customers receiving Low Income and Budget Billing services will be based upon Customers' metered usage, the Competitive Supplier's rates charged and pricing options, and the Discount Percentage Rate.~~

~~For Customers under Consolidated Billing Services, Supplier hereby authorizes Company to process payments and apply monies in accordance with this Agreement. If a Customer pays Company less than the full amount billed, Company shall apply the payment first to amounts owed for Distribution Service, and if any payment remains, Company shall apply it to amounts owed for Generation Service.~~

~~Upon posting a received payment, Company shall notify Supplier prior to the close of the next business day that it has posted that payment, and shall send the payment to the Supplier within three (3) business days, or as otherwise specified in Exhibit A.~~

B. Load Estimating and Reporting

Company shall determine Competitive Supplier's hourly loads and report such to the ISO-NE in accordance with the Terms and Conditions~~procedures established by ISO-NE~~. As agreed between the Company and the Supplier, Company shall provide Competitive Supplier with the following reports: 1) daily report of aggregated hourly usage; and 2) monthly reconciliation of Competitive Supplier aggregated load (completed once Customers' meters have been read).

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Company will provide these reports to Competitive Supplier in a format established by the Company.

C. Additional Services

Additional Services provided by the Company are set forth in Exhibit A hereto.

VIII. Fees

Fees for other services are set forth in Exhibit A. Company shall have the right to subtract fees owing to Company from Competitive Supplier from amounts due to Competitive Supplier for Competitive Supplier Generation Service as Company collects on behalf of Supplier for reimbursement by Competitive Supplier of fees past sixty (60) days. Amounts subject to a good faith dispute will not be subject to deduction.

IX. Billing and Payment for Services

Bills for services provided by Company under the terms of this Agreement shall be rendered to Competitive Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Competitive Supplier to make payment within twenty-five (25) days of the posted date on the bill shall result in the addition of interest on any unpaid balance calculated at the rate of 1.5% per month commencing from the date said bill was posted. The posting date will refer to the date the bill is transmitted to the Competitive Supplier.

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As agreed to by the Company and the Supplier the bill may also be transmitted electronically to the Supplier.

X. Nondisclosure

Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including Affiliates of such Pparty, without the express prior written consent of the other Pparty. As used herein, the term “Confidential Information” shall include, but not be limited to, all business, financial, and commercial information pertaining to the Pparties, Customers of either or both Pparties, suppliers for either Pparty, personnel of either Pparty; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner’s name. Confidential Information shall not include information known to either Pparty prior to obtaining the same from the other Pparty, information in the public domain, or information obtained by a Pparty from a third party who did not, directly or indirectly, receive the same from the other Pparty to this Agreement or from a party who was known to be under an obligation of confidentiality to the other Pparty to this Agreement, or information developed by either Pparty independent of any Confidential Information. The receiving Pparty shall use the higher of the standard of care that the receiving Pparty uses to preserve its own Confidential Information or a reasonable standard of care to

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prevent unauthorized use or disclosure of such Confidential Information. Each receiving Pparty shall, upon termination of this Agreement or at any time upon the request of the disclosing Pparty, promptly return or destroy all Confidential Information of the disclosing Pparty then in its possession.

Notwithstanding the preceding, Confidential Information may be disclosed to any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) prior to such disclosure, the other Pparty is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure.

XI. Termination

Notwithstanding anything to the contrary elsewhere in this Agreement, any Pparty, by written notice to the other Pparty (“Breaching Party”) may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: a) the Breaching Party terminates or suspends doing business, or, for Supplier, its registered status is revoked or refused renewal; b)

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the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or c) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms and Conditions and has not cured such breach within thirty (30) days after receipt of a written notice from the other Pparty specifying the nature of such.

No delay by either Pparty in enforcing any of its rights hereunder shall be deemed a waiver of such rights, nor shall a waiver of one default be deemed a waiver of any other or subsequent default.

The enumeration of the foregoing remedies shall not be deemed a waiver of any other remedies to which either Pparty is legally entitled.

XII. Force Majeure

Neither Pparty shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other Pparty for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure occurs without fault or negligence and is caused by factors beyond the Pparty's reasonable control, including without limitation, storm, flood, lightning,

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earthquake, explosion, civil disturbance, labor dispute, sabotage, war, terrorism, insurrection, act of God or the public enemy, action of a court or public authority, or any other cause beyond the reasonable control of the ~~P~~party, which by the exercise or due diligence is unable to overcome. In

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the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.

XIII. Liability and Indemnification

In accordance with Section VII, B of this Agreement, Company shall not be responsible for any load estimation errors and shall not be liable to the Supplier for any costs that are associated with such estimating errors.

Except as provided above and in Section VII, B of this Agreement, Company and Supplier agree to indemnify and hold the other and their respective affiliates, and the directors, officers, employees, and agents of them (collectively, “Affiliates”) harmless from and against any and all damages, costs (including attorneys’ fees), fines, penalties, and liabilities, in tort, contract, or otherwise (collectively “Liabilities”), resulting from claims of third parties arising, or claimed to have arisen, from the acts or omissions of such party in connection with the performance of its obligations under the Terms and Conditions. Company and Supplier agree to waive recourse against the other party and its Affiliates for or arising from the non-negligent performance by such other party in connection with the performance of its obligations under this Agreement.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, each Party’s either the Company nor the Supplier shall be liability under this Agreement shall be limited to direct damages and in no event shall any Party hereto be liable to any other Party hereto

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for ~~any~~ special, indirect, punitive, exemplary or consequential damages whatsoever under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, strict liability, or negligence, caused by interruption, abnormal voltage, discontinuance or reversal of energy delivered,

circumstances beyond ~~a Party's Company's~~ immediate control, including but not limited to acts of God, accidents, labor difficulties, actions of transmission service provider(s), ~~C~~competitive ~~S~~suppliers, federal, state, or municipal authorities, the failure to receive electricity from any ~~C~~competitive ~~S~~suppliers, implementation of an emergency load reduction program, or the inability for any other reason to maintain uninterrupted and continuous deliveries.

Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall any ~~P~~party hereto be liable to any other ~~P~~party hereto for consequential, punitive, special, or exemplary damages.

Notwithstanding the availability of other remedies at law or in equity, either ~~P~~party hereto shall be entitled to specific performance to remedy a breach of this Agreement by the other ~~P~~party.

The provisions of this Section shall survive the termination of this Agreement.

XIV. Terms and Conditions

The parties agree to act in compliance with this Agreement at all times.

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XV. Dispute Resolution

Disputes hereunder shall be reduced to writing and referred to the Pparties' representatives for resolution. The Pparties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the Pparties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Section XI. If the parties fail to resolve the dispute, they may mutually agree to pursue mediation or arbitration to resolve such issues.

XVI. Notice

All notices and other communications shall be to the Company contacts listed on the Company's website except as may expressly be provided otherwise in Exhibit A. Notices and other communications to Supplier shall be addressed as shown on Exhibit B. The parties agree that such written notice, upon confirmation of receipt, shall constitute an acceptable writing.

XVII. Governing Law

This Agreement is governed by the laws of the State of New Hampshire without regard to the conflict of laws in effect therein.

XVIII. Enforceability

~~Issued: October 20, 2006
Effective: November 1, 2006~~

~~Issued by: Mark H. Collin
Treasurer~~

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM -(Continued)

In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the validity and enforceability of the remaining portions thereof shall otherwise be fully enforceable.

XIX. Assignment and Delegation

Either Pparty to this Agreement may assign any of its rights or obligations under this Agreement; provided however, that no assignment by Competitive Supplier shall take effect until the assignee has met the requirements of Section IV hereunder. No assignment of this Agreement shall relieve

the assigning Pparty of any of its obligations under this Agreement until such obligations have been assumed by the assignee.

In addition, either Pparty may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other Pparty, and the subcontractor shall meet the terms and conditions of this Agreement. The assigning or subcontracting Pparty shall provide the other Pparty

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

with thirty (30) calendar days' prior written notice of any such subcontracting or assignment, which notice shall include such information about the subcontractor as the other Pparty shall reasonably require.

XX. Miscellaneous

This Agreement is the entire agreement between the Pparties and supersedes all other agreements, communications, and representations.

This Agreement may be amended by written agreement of the Pparties.

Paragraph headings are for convenience only and are not to be construed as part of this Agreement.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document.

In witness whereof, the Pparties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

[COMPETITIVE SUPPLIER]

By _____

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Effective: November 1, 2006~~

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Treasurer~~

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Superseding Original Page 106

COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT (Continued)

Title _____

[COMPANY]

By _____

Title _____

Issued: February 26, 2003
Effective: May 1, 2003

Issued by: Mark H. Collin
Treasurer

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

EXHIBIT A

COMPANY SPECIFIC PROVISIONS

1. Budget and Payment Options

Competitive Supplier acknowledges that Company offers budget and payment plans. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to the Distribution Service, and if any payment remains, the Company shall apply it to Generation Service.

2. Summary Billing

Competitive Supplier acknowledges that Company offers a Summary Billing option, which allows qualified Customers with multiple electric service accounts to consolidate multiple individual billings on a single bill format. If such a Customer on Consolidated Billing Service pays the Company less than the full amount billed, the Company shall apply the payment first to Distribution Service owed for all accounts, and if any payment remains, the Company shall apply it to Generation Service based on a predetermined cash posting sequence.

3. Fees

Competitive Supplier agrees to pay any fees if and as approved by the PUC. Company shall notify Competitive Supplier of the approval of any such fees, and will amend this Exhibit A as may be necessary to describe them.

4. Holidays and Time

Any reference made with respect to time either in this Agreement or the EDI Standards is understood to be Eastern Standard Time.

The Company observes the following holidays and will not receive or process electronic transactions on the following days: New Year's Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving Day, and Christmas Day. All holidays will be the nationally observed day, or as otherwise posted by the Company.

5. Money Transfers

~~Issued: October 20, 2006
Effective: November 1, 2006~~

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Treasurer~~

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

The Company will transfer payments to the Competitive Supplier by way of Automated Clearing House within three Business Days of the Company's receipt of payment from the Customer.

EXHIBIT A
COMPANY SPECIFIC PROVISIONS

6. Business Continuity Plan

If the electronic transmission vehicle used to send and receive files is out of service, the Company will use a business continuity plan which will be posted on the Company's web site. In such an event, Competitive Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Competitive Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.

7. Company Contact

Information on how to contact the Company's representative for the administration of this Agreement shall be posted on the Company's web site (www.unitil.com).

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Effective: November 1, 2006~~

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Treasurer~~

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

Competitive Supplier must fill this form out completely and return it to Company prior to entering into a trading partner agreement with Company. Failure to fill out this form completely will render Company unable to provide services for **Competitive** Supplier.

A. General Information (all suppliers)

1. Legal name of the **Competitive** Supplier

2. d.b.a. name, if applicable

3. **Competitive** Supplier Address

4. Type of Business Entity

5. **Competitive** Supplier Customer Service phone number

6. **Competitive** Supplier Tax Identification number

7. Name of the **Competitive** Supplier's general contact & phone number

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Effective: November 1, 2006~~

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

8. Competitive Supplier's general contact facsimile number

9. Competitive Supplier's general contact internet address

10. Name of Competitive Supplier's technical contact and phone number

11. Competitive Supplier's technical contact facsimile number

12. Competitive Supplier's technical contact internet address

13. Competitive Supplier Dun & Bradstreet number

14. Date Competitive Supplier attended New Hampshire supplier training?

15. Has Competitive Supplier registered with the New Hampshire Public Utilities Commission? _____

B. Billing and Banking Information (for Competitive Suppliers opting for Consolidated Billing Service)

1. If the Competitive Supplier is planning to assign its own account number, provide format and size _____

2. Name of receiving bank (to accept electronic transfer of customer payments) _____

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

3. Routing and transit number (ABA number)

4. Bank account number

C. ~~Electronic Transmission Vehicle Value Added Network (VAN)~~

1. Name of ~~VAN~~ Provider _____

2. ISA Qualifier _____

3. ISA ID _____

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Effective: November 1, 2006~~

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

D. Establishment of ISO-NE Tie Line

1. Name of the ISO-NE member in whose Settlement Account the Competitive Supplier's load will be served

2. ~~Settlement Account Number~~ Own Load
Number

3. Competitive Supplier Contact Name and phone number

4. Competitive Supplier Contact facsimile number

5. Competitive Supplier Contact e-mail address

6. Estimated Load Transfer (kW Demand)

7. Estimated Transfer Date (mo/day/year)

E. Competitive Supplier Load Allocation

Check to receive load profiling results ____ daily, ____ monthly, ____ both and provide an e-mail address _____.

~~Issued: October 20, 2006
Effective: November 1, 2006~~

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COMPETITIVE ELECTRIC SUPPLIER TRADING PARTNER AGREEMENT
FOR BILLING SERVICE AND PURCHASE OF RECEIVABLES PROGRAM (Continued)

EXHIBIT B

COMPETITIVE SUPPLIER INFORMATION

F. Notices to Competitive Supplier shall go to:

Name: _____

Address: _____

Telephone: _____

Telecopier: _____

Electronic Mail: _____

Authorized Signature: _____

Name (printed or typed): _____

Title: _____

Date: _____

~~Issued: October 20, 2006
Effective: November 1, 2006~~

~~Issued by: Mark H. Collin
Treasurer~~

Unitil Energy Systems, Inc.
Docket No. DE 23-002
Proposed Purchase of Receivables Program
NRG Retail Companies' Data Requests Set 1

Received: 5/4/23
Request No. NRG 1-4

Date of Response: 5/19/23
Witness: Christopher Goulding/Elena Demeris

Request:

Re: DOE 1-8, Attachment 2

Did the Company consult with or otherwise notify any Competitive Electric Power Suppliers of the proposed changes to the TPA? If not, please explain why not.

Response:

The Company did not consult with any Competitive Electric Power Suppliers regarding the proposed changes to the TPA prior to filing. The Puc 2200 Rules required each electric distribution utility to propose a POR Program within 90 days of the effective date of the Puc 2200 Rules (i.e., by January 10, 2023). Puc 2205.16(e). On January 10, 2023, the Company filed a POR Program proposal and the Commission opened an adjudicative proceeding to review that proposal. The Commission directed Unitil to notify all entities and individuals desiring to be heard by publishing a copy of the order of notice on its website no later than two business days after the date of issue. Unitil complied with this directive and documented such publication by affidavit filed with the Commission on February 6, 2023.

The Company is not aware of any requirement in law or regulation to otherwise notify Competitive Electric Suppliers prior to proposing changes to an agreement that is part of its Electric Delivery Tariff in the context of an adjudicatory proceeding.

Unitil Energy Systems, Inc.
Docket No. DE 23-002
Proposed Purchase of Receivables Program
Community Power Coalition of New Hampshire Data Requests Set 1

Received: 5/4/23

Date of Response: 5/19/23

Request No. CPCNH 1-21 Witness: Elena Demeris, Christopher Goulding, Jeff Pentz

Request:

Please explain why Unitil believes it is appropriate for the proposed *Competitive Electric Supplier Trading Partner Agreement* to reference and obligate the utility to provide services in accordance with “EBT Standards”, whereas the proposed *Terms and Conditions for Competitive Suppliers* maintains Unitil’s obligation to process transactions in accordance with the “rules and procedures set forth in the EDI Working Group Report.” Related:

- (a) Please clarify the definition of “EBT Standards”, including whether the term refers to the rules and procedures documented and maintained by Massachusetts’s Electronic Business Transaction (EBT) Working Group, posted online at: <https://www9.nationalgridus.com/masselectric/ebt/index.asp>
- (b) If “EBT Standards” refer to the standards of the Massachusetts’s Electronic Business Transaction (EBT) Working Group, please identify any differences between the rules and procedures set forth in therein as compared to the requirements of the New Hampshire EDI Working Group Report.

Response:

- (a) “EBT standards” refers to the rules and procedures documented and maintained by the Massachusetts Electronic Business Transaction (EBT) Working Group.
- (b) New Hampshire EDI standards can be found online at:
<https://www.puc.nh.gov/electric/edi.htm>

EBT Standards and EDI appear to be used interchangeably in documents posted to the Commission website, however the EDI Working Group in New Hampshire does not appear to be active, and has not been active for some time. The Company operates the FGE POR program under the EBT Standards and anticipates using those same rules and procedures in New Hampshire.