



555 Pleasantville Rd. S-107
Briarcliff Manor, NY 10510
1.844.692.4372

NHPUC NOV22'16 AM11:13

November 21, 2016

Executive Director
NHPUC
21 South Fruit St, Suite 10
Concord, NH 03301

RE: DM 16-848

Dear Executive Director,

Please find one original and two copies of Agera Energy LLC's response to the NHPUC's letter dated November 21, 2016. Agera has included proof of EDI testing and its NEPOOL membership. If you have any questions please feel free to reach out to me at 914-236-1406.

Sincerely,

A handwritten signature in blue ink, appearing to read 'M. Nordlicht', written over a horizontal line.

Michael Nordlicht

**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

Agera Energy, LLC

to certify that they have completed to satisfaction

NH Supplier Training



Granted: 12/15/14

Aaron Downing
Aaron Downing
PSNH Supplier Services



**Public Service
of New Hampshire**

PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

The Northeast Utilities System

Date 01/02/15

Agera Energy, LLC
555 Pleasantville Rd. Bldg. 107
Briarcliff Manor, NY 10510

Dear May,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and Agera Energy, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Agera Energy, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with PSNH customers.

Thanks once again May for your interest and I look forward to working with you in the future.

Sincerely,

Aaron Downing
PSNH Supplier Services

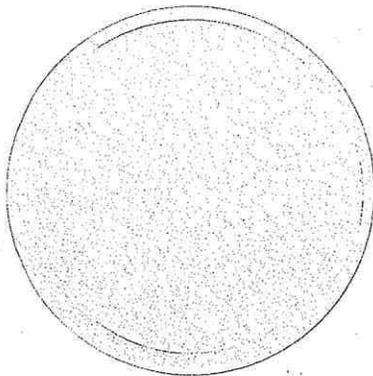
**Public Service of New Hampshire
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NH Supplier Training



Granted: 12/15/14

Aaron Downing

Aaron Downing
PSNH Supplier Services



Liberty Utilities™

COMPLETION OF EDI TESTING

This is to certify that on December 22nd, 2014

Agera Energy LLC

completed all of the requirements of New Hampshire
Code of Administrative Rules, Section PUC 2003.01(d).

A handwritten signature in black ink, appearing to read "Deborah Gilbertson".

Deborah M. Gilbertson, Manager of Retail Choice
Liberty Utilities (Granite State Electric) Corp.
15 Buttrick Rd, Londonderry NH 03053



NEW ENGLAND POWER POOL
Michael Lynch, Chair
NEPOOL Membership Subcommittee

September 16, 2014

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

Re: Application for NEPOOL Membership

Dear Michael:

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

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

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

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

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

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

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

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

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

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

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

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

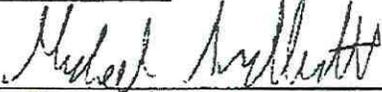
Very truly yours,



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

Accepted and approved:

Agera Energy LLC

By: 
Name: Michael Nardlich
Its: General Counsel

Dated: 9/22/2014

Enclosure