

## COMPETITIVE ELECTRIC SUPPLIER SERVICE AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between Massachusetts Electric Company and Nantucket Electric Company, each a Massachusetts corporation with a principal place of business at 40 Sylvan Road, Waltham, MA, (Massachusetts Electric Company and Nantucket Electric Company collectively referred to in this Agreement as “Company”), and \_\_\_\_\_, a \_\_\_\_\_ corporation with a principal place of business at \_\_\_\_\_ (“Supplier”).

### I. Basic Understandings

Under the Massachusetts Electric Industry Restructuring Act of 1997, the Company’s Terms and Conditions for Competitive Suppliers approved by the Department of Telecommunications and Energy (“MDTE”) as in effect and revised from time to time (referred to herein as the “Terms and Conditions”), and applicable regulations of the MDTE, Company has the authority and obligation to perform services for competitive suppliers of electricity. The Terms and Conditions, in Section 3C.5, require the Supplier to enter into a service contract 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 Supplier in accordance with the Terms and Conditions, incorporated herein by reference, and the terms of this Agreement.

This form of Agreement has been developed for use between Company and Competitive Suppliers, and may not be waived, altered, amended, or modified, except as provided herein. Exhibits A and B, attached hereto and incorporated herein by reference, include additional terms which are a part of this Agreement.

## **II. Definitions**

**Any capitalized terms used in this Agreement and not defined herein shall be as defined in the Terms and Conditions or stated in the MDTE's regulations at 220 C.M.R. 11.00.**

## **III. Term**

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

## **IV. Conditions Precedent**

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

- A. Supplier shall provide all information requested in Exhibit B attached hereto.**
- B. Supplier shall register and obtain the necessary licensing from the MDTE.**

**C. If Supplier elects to utilize the Standard Complete Billing Services from the Company, Supplier shall furnish to Company a complete schedule of its relevant rates and rate pricing options for Generation Service in written form or in an electronic format reasonably 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.**

**D. Prior to Customer enrollment, Supplier shall successfully complete testing with the Company of the Electronic Business Transactions (“EBT”) as specified in the EBT Working Group Report and any other, applicable EBT Working Group standards published under the direction of the EBT Working Group (i.e. on the EBT Working Group Website or its successor) (all of which together with the EBT are referred to as “EBT Standards” herein).**

**V. Representations**

**Each party represents that it is and shall remain in compliance with all applicable laws, tariffs, and MDTE regulations during the term of this Agreement.**

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

**Each party 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**

party; and (c) this Agreement constitutes that party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

Each party 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.

#### **VI. Supplier's Responsibilities**

Supplier shall notify Company within twenty-four (24) hours in writing if its license to act as a Competitive Supplier, as provided in 220 C.M.R. 11.05, is acted upon by the MDTE in such a way that it materially affects Supplier's performance under this Agreement, including but not limited to, suspension, revocation, modification, or non-renewal. Revocation or non-renewal of Supplier's license shall be grounds for immediate termination of this Agreement by Company.

Supplier shall notify Company no less than forty-eight (48) hours prior, as applicable, to an event reasonably within Supplier's knowledge, and of which Supplier has reason to believe Company has no knowledge, and that will render Supplier or its agent unable to maintain the status with NEPOOL 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 or Standard Offer Service Rate under the Company's tariffs.

Supplier shall update information requested in Exhibit B five (5) business days prior to any change in information contained in Exhibit B.

Supplier acknowledges that Company will select and may from time to time change the internet communications protocol or other electronic transmission vehicle. Company acknowledges the benefit to both Company and Supplier in minimizing the transaction

costs in selecting the NAESB, North American Energy Standards Board, version 1.6 EDI/EDM. Notwithstanding the above, Company will not change the internet communications protocol or other electronic transmission vehicle without first providing Supplier via Internet electronic mail at least seven (7) days notice of any such change.

Supplier acknowledges that Company will not include Supplier's preexisting balances on Standard Complete Billing for newly enrolled Customers.

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

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

## **VII. Company Services and Responsibilities**

### **A. Billing Services**

Company agrees to offer two billing services to Supplier: (1) Standard Complete Billing Service; and (2) Standard Passthrough Billing Service. All measured billing determinants provided by Company will be based on Company-owned metering, except as provided in Exhibit A or otherwise agreed to in a subsequent agreement.

#### **1. Standard Complete Billing Service**

**In accordance with the provision of the Standard Complete Billing Service Option, Company agrees to issue a single bill for electric service. Company agrees to use the rates and pricing options supplied by Supplier to calculate the Supplier portion of Customer bills, and integrate this billing with Company's billing in a single mailing to the Customer. Company agrees to provide Supplier with Customer usage and billing information, in accordance with the EBT Standards. Upon receipt of Customer payments, Company agrees to send a payment/adjustment transaction to the Supplier, in accordance with the EBT Standards. Supplier agrees to be responsible for all bill collections relating to Generation Service, unless otherwise specified in Exhibit A.**

**Company shall input Supplier's rates charged and pricing options for Generation Service. Supplier rates and pricing options must conform to the rate structure in use by Company for each specific rate class 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 billed reading, provided that: (1) 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) upon Company's request, Supplier provides a sample bill calculation of a 500 kWh Customer or another sample Customer if it better fits the rate structure; and (4) Supplier consents to the implementation of the new rate once Company has tested its billing processes.**

## **2. Standard Passthrough Billing Service**

**In accordance with the provision of the Standard Passthrough Billing Service Option, Supplier agrees to separately bill Customers for the cost of Generation Service provided by the Supplier and for the collection of amounts due to the Supplier from the Customer. Company agrees to provide Supplier with Customer usage information, in**

**accordance with the EBT Standards.**

**3. Transaction Processing**

Customer transactions will be processed in accordance with the EBT Standards. These transactions include, but are not limited to, account administration, reporting of Customer usage and billing, and reporting of Customer payments and adjustments. Any changes in these standard transactions will be in accordance with the EBT Standards.

**4. Conditions of Billing**

Customers that contact Company concerning the billed amount for Supplier Generation Service or any other Supplier issue will be referred to Supplier's customer service number identified in Exhibit B. Company will not undertake bill investigations, Customer inquiries concerning Supplier charges, collection activities, or the settlement of billing disputes on behalf of Supplier unless otherwise specified in Exhibit A. For both Standard Passthrough Billing Service and Standard Complete Billing Service, Supplier shall be responsible for the reporting and payment of all taxes assessed upon Generation Service.

**5. Rendering of Bills (Standard Complete Billing Option Only)**

Rendering of bills is the preparation and mailing of statements of the amounts due from the Customer for 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 Supplier's toll free telephone number for Customer inquiries. The Company shall not be required to include messages or inserts containing Supplier specific information except as otherwise required by the MDTE or as provided in Exhibit A. Outstanding Customer balances for Generation Service will be identified on the bill following the time when Supplier is no longer the Customer's current Supplier as specified by the EBT Standards.

**6. Billing Errors**

**If either party finds 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 calculation, that party shall within sixty (60) days from the date of the Customers' statement containing the error, notify the other party in writing or electronically and explain the nature of the error. In the event of an error by the Company, the Company shall either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. In the event of an error by the Supplier, the Company will, upon Supplier's request, and as is reasonably practicable, either: (1) rebill the affected Customer reflecting an appropriate adjustment in the Customer's account; or (2) make an appropriate timely adjustment on a subsequent bill sent to Customer. If neither of the requested options is determined by the Company to be reasonably practicable, or if the Supplier affirmatively chooses, the Supplier may submit a rate pricing option correction as provided by the EBT Standards. Supplier will be responsible to pay any fees, as filed with and approved by the MDTE, for any rebilling and/or adjustment caused by Supplier error. When either party reasonably believes that an error related to billing activity may have occurred, either party may request the production of documents required to verify the accuracy of such billing, which the other party will provide within ten (10) business days. Notwithstanding the foregoing, the parties acknowledge that the Company may send estimated bills to Customers in accordance with MDTE regulations, and such estimated bills shall not be considered billing errors.**

**7. Payment Processing**

For Customers under Standard Complete Billing, Supplier hereby authorizes Company to process payments and apply monies in accordance with this Agreement. A Customer's payment shall be allocated between the Distribution Company and the Competitive Supplier in the following manner. The payment should first be allocated to Distribution Company and Supplier charges in arrears in proportion to the percentage of the combined arrears represented by each charge. Any remaining payment should be allocated to Distribution Company and Supplier current charges in proportion to the percentage of the combined current charges represented by each charge.

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 Supplier's hourly loads and report such to the ISO-NE in accordance with the Terms and Conditions. In addition, upon Supplier's written request as indicated in Exhibit B, Company shall provide Supplier with the following reports: (1) daily report of Supplier's aggregated hourly loads; and (2) monthly reconciliation of Supplier's aggregated loads (completed once Company has read Customers' meters). Company will provide these reports to Supplier in a format designated by the Company and reasonably acceptable to Supplier. Upon Supplier's request, the Company shall provide the methodology used to calculate transmission and distribution line losses and unaccounted for energy.

**C. Additional Services**

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

**VIII. Fees**

Company may charge fees to Supplier as set forth in Exhibit A. Company shall have the right to subtract fees that Supplier owes to Company, and that are sixty (60) days or more past due, from amounts Company collects on behalf of Supplier for reimbursement to Supplier. 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 Supplier on a monthly basis and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Supplier to pay within twenty-five (25) days of the posting 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 is the date the bill is transmitted to the Supplier. The bill may also be transmitted electronically if agreed to by the parties in Exhibit A.

**X. Low-Income Customers**

In accordance with M.G.L. c. 164, 1F(4)(i), applicable regulations, and the EBT Standards, Company guarantees payment to Supplier for all power sold to each Customer served on the Company's filed Low Income Rate(s). Supplier agrees to cease Generation Service with such Customers prior to the request for payment on the guarantee. The

guaranteed payment amount will be capped at the lower of: (1) the Standard Offer Service price; (2) Supplier's price as billed; or (3) such other billing price that is determined appropriate by the MDTE for the three most recent Company monthly billing periods for the Customer. Supplier agrees to assign to Company all amounts subject to call for payment for which Supplier exercises its option to receive guaranteed payment from the Company. If the Customer makes a payment to the Supplier after the Supplier receives a payment from the Company on the guarantee, and such payment results in a credit balance on the Customer's account with the Supplier, Supplier must repay that balance, up to the guaranteed amount, to the Company.

Supplier shall retain such specific records for two (2) years from the date of payment on the guarantee as may be required to support the validity of its requests for payment on the guarantee. Company may request the production of such documents to allow for a review of the guaranteed payment process. Such documents shall be produced by Supplier within ten (10) business days of such request. In the event an error is discovered in the guaranteed amount paid to Supplier by Company, such error shall be adjusted within thirty (30) days of the determination thereof.

#### **XI. Nondisclosure**

Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, including affiliates of such party, without the express prior written consent of the other party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, Customers of either or both parties, Suppliers for either party, personnel of either party; 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 party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon termination of this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party 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 party 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.

## **XII. Termination**

Notwithstanding anything to the contrary elsewhere in this Agreement, any party, by written notice to the other party ("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; (b) 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 fifteen (15) days after receipt of a written notice from the other party specifying the nature of such.

No delay by either party 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 party is legally entitled.

### **XIII. Force Majeure**

Neither party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other party 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 is not caused by the affected party's fault or negligence, is caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy,

**action of a court, public authority or Independent System Operator. In the event of a force majeure, both parties shall take all reasonable steps to comply with this Agreement.**

#### **XIV. Liability and Indemnification**

**The parties acknowledge and agree that the liability and indemnification provisions in Section 10 of the Terms and Conditions are incorporated herein by reference. For purposes of such liability and indemnification, however, the parties acknowledge and agree that nothing in such Terms and Conditions prohibits one party from impleading the other party as a third-party defendant, whether or not one or both parties are named as defendants in the initial claim of a third-party. The third-party claim shall be stayed pending resolution of any dispute regarding liability and indemnification under this Agreement. Such resolution shall be final and binding upon the parties only after agreement between the parties or after entry of a final judgment, after any further appeals of a court of competent jurisdiction to which any appeal may have been taken from the determination of the arbitrator(s).**

**The parties acknowledge and agree that for purposes of Section 10 of the Terms and Conditions, a party seeking recovery from the other party in connection with the performance of its obligations of the Terms and Conditions shall not be entitled to recovery if its conduct is deemed to be more negligent than the conduct of the other party.**

**The parties expressly acknowledge and agree that the dispute resolution provision in Paragraph XVII of this Agreement shall apply to any and all disputes arising under this paragraph, including without limitation, those disputes that arise as a result of either of the parties being named as a defendant in the primary action or being named as a third-party defendant by a defendant in the primary action.**

**Notwithstanding anything in this Agreement or the Terms and Conditions to the contrary, in no event shall any party hereto be liable to any other party hereto for indirect, consequential, punitive, special, or exemplary damages under any theory of law that is now or may in the future be in effect, including without limitation: contract, tort, M.G.L. c.**

93A, strict liability, or negligence.

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

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

**XV. Terms and Conditions**

The parties agree to act in compliance with the Terms and Conditions at all times. In the event the terms of this Agreement conflict with the Terms and Conditions, the Terms and Conditions shall control.

**XVI. Dispute Resolution**

Disputes hereunder shall be reduced to writing and referred to the parties' representatives for resolution. The parties' representatives shall meet and make all reasonable efforts to resolve the dispute. Pending resolution, the parties shall continue to fulfill their obligations under this Agreement in good faith, unless this Agreement has been suspended or terminated as provided in Section VII. If the parties fail to resolve the dispute within thirty (30) days, they may mutually agree to pursue mediation or arbitration to resolve such issues. The parties agree that the place of mediation or arbitration shall be Boston, Massachusetts.

**XVII. Notice**

All notices and other communications shall be to the Company contacts listed on the Company's website except as provided 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.

**XVIII. Governing Law**

This Agreement is governed by the laws of the Commonwealth of Massachusetts without regard to the conflict of laws in effect therein.

**XIX. Enforceability**

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.

**XX. Assignment and Delegation**

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

In addition, either party 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 party, and the subcontractor shall meet the requirements of any applicable laws, rules, regulations, and Terms and Conditions. The assigning or subcontracting party shall provide the other party

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 party shall reasonably require.

**XXI. Miscellaneous**

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

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

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 parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

**SUPPLIER**

By \_\_\_\_\_

Title \_\_\_\_\_

**MASSACHUSETTS ELECTRIC COMPANY**

By \_\_\_\_\_

Title \_\_\_\_\_

**NANTUCKET ELECTRIC COMPANY**

By \_\_\_\_\_

Title \_\_\_\_\_

Exhibit A

COMPANY SPECIFIC PROVISIONS

1. Relationship of Massachusetts Electric Company and Nantucket Electric Company

**The rights and obligations of Massachusetts Electric Company and Nantucket Electric Company are several and not joint. To the extent that liability under this Agreement can be specifically tied to either company, that company shall exclusively bear such liability. To the extent liability under this Agreement cannot be tied specifically, each company shall be severally liable for a percentage thereof equal to the percentage of Supplier's Customers in each service territory as of the date such liability is incurred. Such percentage shall at all times aggregate to 100%.**

2. Budget and Payment Options

**Supplier acknowledges that Company offers customers payment options that include budget and payment plans. Both options modify the amount that is considered the current amount due. Payment plans will normally generate a current amount due greater than the actual monthly charges as this option is typically used to recover the current month's bill plus some portion of the total outstanding balance. Budgets are typically used to allocate an annual bill equally over twelve months. This equal allocation can generate a current amount due that is greater than or less than the actual calculated charges for a given billing**

period.

### 3. Summary Billing

**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 Standard Complete 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.**

### 4. Fees

**Supplier agrees to pay any fees once and as approved by the MDTE. Company shall notify Supplier of the approval of any such fees, and will amend this Exhibit A to describe them.**

### 5. Holidays and Time

**Any reference made with respect to time either in this agreement or the EBT 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, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, The Day After Thanksgiving, The Last Weekday Before Christmas Day, and Christmas Day. All holidays will be the nationally observed day.**

## 6. Money Transfers

**The Company will transfer payments to the Supplier by way of Automated Clearing House within three business days of the Company's receipt of payment from the Customer.**

## 7. 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, Supplier agrees to cooperate with Company and abide by the contents of Company's business continuity plan. Supplier may contact Company's representative, as provided below, for further information about accessing the continuity plan.**

## 8. 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.**

Exhibit B

COMPETITIVE SUPPLIER INFORMATION

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

A. General Information (all suppliers)<sup>1</sup>

1. Legal name of the supplier \_\_\_\_\_
2. d.b.a. name, if applicable \_\_\_\_\_
3. Supplier Address \_\_\_\_\_
4. Type of Business Entity \_\_\_\_\_
5. Supplier Customer Service phone number \_\_\_\_\_
6. Supplier Tax Identification number \_\_\_\_\_
7. Supplier Dun & Bradstreet number \_\_\_\_\_
8. Name of the Supplier's general contact \_\_\_\_\_
9. Supplier's general contact phone number \_\_\_\_\_
10. Supplier's general contact facsimile number \_\_\_\_\_
11. Supplier's general contact e-mail address \_\_\_\_\_
12. Name of Supplier's technical contact \_\_\_\_\_
13. Supplier's technical contact phone number \_\_\_\_\_

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<sup>1</sup>As of August 31, 1998, the Supplier is entitled to enroll Customers using one Supplier Identifier (currently a single Supplier Dunn & Bradstreet number) and, therefore, both allocate load to one NEPOOL tie line and reference the same Supplier name for all Complete Billing services. The EBT Working Group is exploring the means for enabling suppliers to have more than one Supplier Identifier option. At such time that is feasible, the Supplier may establish additional Supplier Identifiers and/or NEPOOL tie lines consistent with EBT Standards.

14. Supplier's technical contact facsimile number \_\_\_\_\_
15. Supplier's technical contact e-mail address \_\_\_\_\_
16. Has Supplier attended Massachusetts supplier training? \_\_\_\_\_
17. Has Supplier been granted a license by the Department of Telecommunications and Energy? \_\_\_\_\_ License Number \_\_\_\_\_

B. Billing and Banking Information (for Suppliers opting Standard Complete Billing Service)

1. If the 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) \_\_\_\_\_
3. Routing and transit number (ABA number) \_\_\_\_\_
4. Bank account number \_\_\_\_\_

C. Supplier EDI Envelope Information

1. ISA Qualifier \_\_\_\_\_
2. ISA ID \_\_\_\_\_
3. GS Identifier \_\_\_\_\_

D. Establishment of NEPOOL Tie Line

1. Name of the NEPOOL Participant in whose NEPOOL Own Load Dispatch the Supplier's load will be served \_\_\_\_\_
2. Own Load Number (if available) \_\_\_\_\_
3. Supplier contact Name \_\_\_\_\_
4. Supplier contact phone number \_\_\_\_\_
5. Supplier contact facsimile number \_\_\_\_\_
6. Supplier contact e-mail address \_\_\_\_\_
7. Estimated Load Transfer (KW Demand) \_\_\_\_\_
8. Estimated Transfer Date (mo/day/year) \_\_\_\_\_

E. Supplier Load Allocation, if requested

1. Check to receive load estimation results \_\_\_\_\_ Yes \_\_\_\_\_ No

2. Supplier contact name \_\_\_\_\_

3. Supplier contact phone number \_\_\_\_\_

4. Supplier contact e-mail address \_\_\_\_\_

F. Notices to Supplier shall go to:

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Facsimile Number:** \_\_\_\_\_

**Electronic Mail:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_