NAESB Base Contract for the Sale and Purchase of Distribution Services from DER Aggregations

Section 1.4

* “under Dispatch” – unsure what this means in the context of this sentence.

Section 2.1

* “The definition seems circular, at minimum need to include who is defining these accounts –is it the DSO?

Section 2.12

* “acceptable to the DSO receiving the DS.” – unclear what this part of the sentence means.

Section 2.13

* “receiving party’s” – Buyer

Section 2.17

* I understand that there is the legacy term used for electricity or gas purchases that look to procure a certain amount of energy, but some distribution services don’t really work like that.
* Keeping the legacy term could be fine. Other, “Service Requirements” could be used as more general term to mean all the things Seller must perform to successfully deliver the DS – this could include delivering a certain amount of energy, but not only.

Section 2.23

* “are to be made” – Does this mean “will be made” for sure, or “will be made if called by Buyer”?

Section 2.25

* “by the Seller to the Buyer as further defined by the parties in the Transaction Confirmation…” – “Examples include, but are not limited to…”

Section 2.27

* Is this used interchangeably with “Seller” then?

Section 2.30

* Is this used interchangeably with “Buyer” then?

Section 2.32

* Unclear. Suggest refining the name for this term, maybe something more self-explanatory.

Section 2.35

* “Applicable Program” – Suggest deleting – some documents can exist independently of Applicable Program. Example: interconnection agreement.

Section 2.37

* Unclear – seems like multiple definitions got mixed up.

Section 2.41

* Suggest simplifying: “Participants” shall mean a grid-connected customer qualified to participate under an Applicable Program, that is enrolled by Seller pursuant to a Participant Service Agreement to contribute one or more Resources to Seller.”

Section 2.45

* “for all applicable Resource identifiers within the…” – Designating, as a group, all applicable Resources included in a

Section 2.48

* “DSO” –Buyer?
* “receipt, movement, transportation, or management.” – this seems to be legacy language – can we clarify what this means in the context of distribution services?

Section 3.1

* Again, I understand the use of Contract Quantity here, by analogy with PPAs, etc., but certain distribution services don’t really work like that.
* “market value..” – Don’t think imbalance charges apply here – legacy language.

Section 3.8

* “load” – delete

Section 3.9

* “…Days’ notice from Buyer, Seller shall meet with representatives of Buyer to review the status of the DSPDS” – Unclear what this means
* “DSO” - Buyer

Section 7

* Unclear what this section means in the context of distribution services

Section 7.1

* Unclear what this means – reads like DS is a physical commodity, but it’s a bit more complicated than that. There is an underlying amount of energy that might be exchanged when a DS is delivered, but that is already taken care off via the tariff(s) applicable to Participants.

Section 17.2

* “DSO” – delete –it seems that this paragraph is focusing on curtailment or interruption orders NOT coming from the DSO (who is also the Buyer)

Section 17.2

* “DSO curtailment or derate orders” – is this orders separate from the distribution service requirements?”

Section 17.8

* Don’t think imbalance charges apply here – legacy language

Section 17.10

* “advance Notice, in accordance with Applicable Program or as agreed to by the parties in” – Provide
* Undefined

Conditions Precedent Addendum to the NAEDSB Base Contract for the Sale Purchase of Distribution Services from DER Aggregations

Section 2.61

* Unclear, the interconnection agreement is separate from the Transaction Confirmation.

Section 18.1

* For each Resource included in Seller’s Portfolio for Transaction, Seller will provide the unique identification of the Interconnection Agreement executed between Participant and DSO for that Resource.