

#PEC 20AUG 154411:46

208 W Chandler Heights Rd, Suite 102 Chandler, AZ 85248 1-877-430-0093 www.TownSquareEnergy.com customercare@townsquareenergy.com

August 5, 2015

Executive Director New Hampshire Public Utilities Commission 21 South Fruit Street, Suite 10 Concord, NH 03301-2429

RE: Docket DM14-284, Renewal of CEPS Registration for Town Square Energy, LLC

Dear Director:

Please accept this document and attachments as the CEPS Renewal Application of Town Square Energy, LLC.

There have been no substantive changes to the information provided today by Town Square Energy, LLC when compared to our 2014 renewal application.

Please note that our primary business address has been updated from Lakeville, MN to Chandler, AZ. The renewal application notes the areas impacted by this update.

Also note that our expected bond format and language is identical to the bond currently in place and effective through to October 9, 2015. A copy of the current bond is attached for reference.

Because the term of the renewal bond is expected to be one year, we hereby request a waiver of New Hampshire Code of Administrative Rules, PART Puc 2003.03(a)(5)(b). This rule specifies that security required by Puc 2003.01(d)(4) "Have an expiration date not less than 5 years and 90 days after the date the applicant's application is filed, for an application for renewal". The bond document that is proposed for renewal has a twelve month term with no cancellation right for the bond company during this term.



208 W Chandler Heights Rd, Suite 102 Chandler, AZ 85248 1-877-430-0093 www.TownSquareEnergy.com customercare@townsquareenergy.com

Thank you for your prompt and thorough review of the attached documentation. If there is anything further that you require at this time, please don't hesitate to contact me directly at bbryce@townsquareenergy.com or 1-877-430-0093 ext 702.

Sincerely,

Bill Bryce

Vice President, Operations & Business Development

Town Square Energy, LLC

#### Attachments:

- 1. Pursuant to PUC 2003.02: Renewal Application
- 2. Attachments A and B: Pursuant to PUC 2006.06 (9): Town Square Energy's registration documents with the New Hampshire Secretary of State and a screen shot of the SOS website, indicating Town Square Energy, LLC, as being in "good standing".
- 3. Attachment C: Map of expected service areas
- 4. Attachment D: Sample of typical residential and small commercial agreement
- Attachments E and F: Pursuant to PUC 2003.0 (d)(1): Confirmation of EDI testing completed with PSNH and Unitil.
- 6. Attachment G: Pursuant to PUC 2003.1 (d)(2): Nepool Market Participant List.
- 7. Attachment H: Pursuant to PUC 2003.01 (d)(4): example of Surety Bond.

# **RENEWAL**

## **Competitive Electric Power Supplier License Application**

### To the

## **New Hampshire Public Utilities Commission**

Executive Director 21 South Fruit Street, Suite 10 Concord, NH 03301-2429

## By

## **Town Square Energy, LLC**

208 W Chandler Heights Rd, Suite 102 Chandler, AZ 85248



August 5, 2015

# **Application pursuant to Puc 2003.01(a) - Initial Registration of Competitive Electric Power Suppliers**

(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, it's website address:

Town Square Energy, LLC ("TSE") www.TownSquareEnergy.com

(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable:

Please note that our primary business address has been updated.

208 W Chandler Heights Rd, Suite 102 Chandler, AZ 85248 1-877-430-0093 info@townsquareenergy.com www.townsquareenergy.com

(3) The applicant's place of incorporation, if anything other than an individual:

#### **Delaware**

- (4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;
  - Timothy S. Krieger, CEO, Town Square Energy, LLC, tkrieger@twincitiespower.com
  - David B. Johnson, Board Member, Town Square Energy, LLC
  - Keith W. Sperbeck, Secretary Treasurer, Town Square Energy, LLC, ksperbeck@twincitiespower.com
  - Randal G. Miller, President, Town Square Energy, rmiller@townsquareenergy.com
  - William J. Bryce, Vice President, Operations & Business Development, Town Square Energy, bbryce@townsquareenergy.com

In each case except for Mr. Miller and Mr. Bryce, the business address and telephone number for the relevant director or officer is: 16233 Kenyon Avenue, Suite 210, Lakeville MN 55044, 952-241-3103.

Please note that the primary business address of Mr. Miller and Mr. Bryce has been updated.

Randal Miller and William Bryce can be reached at 1-877-430-0093 and their place of business is 208 W Chandler Heights Rd, Suite 102, Chandler, AZ 85248.

(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire: a) the name, business address and telephone number of the entity; b) a description of the business purpose of the entity; and c) a description of any agreements with any affiliated New Hampshire utility:

### Not applicable

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available:

Please note that the primary business address of our Customer Service Manager has been updated.

Dawn Gruenemeier
Customer Service Manager
Town Square Energy, LLC
208 W Chandler Heights Rd, Suite 102
Chandler, AZ 85248
(877) 430-0093 ext 712
customercare@townsquareenergy.com
dgruenemeier@townsquareenergy.com

(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries:

Please note that the primary business address has been updated in this section.

William Bryce, Vice President, Operations & Business Development 208 W Chandler Heights Rd, Suite 102 Chandler, AZ 85248 1-877-430-0093 ext 702 bbryce@townsquareenergy.com

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

Ms. Georgette Kent
National Registered Agents, Inc.
63 Pleasant Street
Concord, NH 03301
Telephone: (800) 332-3034
gmk@docusearchinc.com

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

See Attachment A, Town Square Energy's 2013 registration with the New Hampshire Secretary of State, and Attachment B, a current screen shot of the Secretary of State's website indicating Town Square Energy, LLC as a company in "good standing".

(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;

We intend to operate in the service territories of PSNH, GSEC, UES, and NHEC as shown on the map attached as Attachment C.

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

TSE intends to serve all customer types and classes in all of the above utility service territories, including residential, small commercial, and large commercial/industrial accounts.

(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;

This section has been updated.

We currently sell energy in Connecticut, New Hampshire and Massachusetts as Town Square Energy and Ohio, Pennsylvania, Maryland and New Jersey as Town Square Energy East (formerly known as Discount Energy Group).

(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

This section has been updated. The table on the following page represents Town Square Energy's complaint summary for 2014.

Town Square Energy has been operating as a competitive supplier since 2012. In 2012 we operated only in Connecticut and had no registered complaints. In 2013 CT PURA shows that we had 4 registered complaints, 2 of which were billing related and two categorized as "general".

In 2014, Town Square Energy experienced a brief but intense period of customer service issues surrounding what has been termed as the "polar vortex". Of the customers who lodged complaints, the primary issues centered around rates they were charged during this highly volatile and challenging period. Generally, these

customers had been served under fixed rates with Town Square Energy and had their fixed-rate plan expire (after being provided notification) and automatically move onto a market-based variable rate.

In response to customer feedback from the challenging winter of 2014, Town Square Energy implemented a number of operational and customer service improvements which included:

- 1. Hiring additional customer service leadership and investing in customer service staff and training.
- 2. Providing customers with the ability to register their preferred methods of notification at point of enrollment. Choices include phone, email, mail and text and customers can select any and all methods of notification they desire.
- 3. Allowing customers, at point of enrollment, to pre-select the rate plan that they'd like to receive at the expiry of their initial fixed-rate term.
- 4. Continuing to maintain on our website a historical record of any variable rates charged, along with a forecast of future variable rates. We have done this since our inception in 2012 and in 2014, CT PURA made the posting of historical variable rates a requirement of all suppliers.

The complaints received in Connecticut in 2014 were all received during the January 15 to March 15 period. Beginning in April 2014 and through the balance of the year, Town Square Energy had only two complaints in Connecticut. Thus far in 2015, although we're serving more than 25,000 Connecticut customers, we have only two complaints.

Please note that the table below represents the total quantity of complaints lodged with regulators in each State, regardless of the outcome of the State's or Town Square Energy's investigation into the content of the issue or the validity of the complaint.

Should the PUC require any information about Town Square Energy's experiences through this challenging 2014 period, we invite you to contact us directly.

State	2014 Complaint Type		
State	Billing	Marketing	General
Connecticut	49	3	9
New Hampshire	0	0	0
Massachusetts	0	0	0
Rhode Island	0	0	0
Pennsylvania	0	4	0
Maryland	1	3	2
New Jersey	1	1	1
Ohio	0	1	0

(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a) through c) below, have ever been convicted of any felony that has not been annulled by a court: a) for partnerships, any of the general partners; b) for corporations, any of the officers, directors or controlling stockholders; or c) for limited liability companies, any of the managers or members;

#### None

- (15) A statement as to whether the applicant or any of the applicant's principals:
- a) Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

#### None

b) Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

#### None

c) Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

#### None

(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;

#### Not applicable

(17) For those applicants intending to telemarket, a statement that the applicant shall: a) maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing; b) obtain monthly updated do-not-call lists from the National Do Not Call Registry; and c) not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list or customers who are listed on the National Do Not Call Registry;

Applicant intends to implement a telemarketing program. We shall: a) maintain a list of consumers who ask to be placed on our do-not-call list for the purposes of telemarketing; b) obtain monthly updated do-not-call lists from the National Do Not Call Registry; and c) not initiate calls to New Hampshire customers who have either asked to be placed on the Applicant's do-not-call list or customers who are listed on the National Do Not Call Registry.

(18) For those applicants that intend not to telemarket, a statement to that effect;

#### Not applicable

(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;

### Applicant intends to use the utilities' billing services

(20) A copy of each contract to be used for residential and small commercial customers;

#### See Attachment D.

(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete:

William Bryce, Vice President of Operations & Business Development for Town Square Energy, LLC has the authority to file this Competitive Electric Power Supplier Renewal Application on behalf of the Company and affirms that its contents are true, correct, and complete.

August 5, 2015

William Bryce

Vice President, Operations & Business Development

**Town Square Energy** 

208 W Chandler Heights Rd, Suite 102

Chandler, AZ 85248



# 2015 NH CEPS Renewal Application Attachment A

# State of New Hampshire

Filed
Date Filed: 07/15/2013
Business ID: 694437
William M. Gardner
Secretary of State

Filing fee:

\$ 50.00

Fee for Form SRA: Total fees:

\$ 50.00 \$100.00

Use black print or type.

Form FLLC-1 RSA 304-C:175

# APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the

undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:
FIRST: The name of the limited liability company is Town Square Energy, LLC
SECOND: The name which it proposes to register and do business in New Hampshire is
Town Square Energy, LLC
THIRD: It is formed under the laws of Delaware
FOURTH: The date of its formation isMarch 31, 2011
FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is
Retail sale of residential, commercial and industrial energy.
SIXTH: The name of its registered agent in New Hampshire is National Registered Agents, Inc.
and the street address, town/city (including zip code and post office box, if any) of its registered office is
(agent's business address in New Hampshire) 9 Capitol Street, Concord, New Hampshire 03301
SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the

State of New Hampshire
Form FLLC 1 - Application for Foreign Registration FLLC 4 Page(s)



requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

T1319725046

# APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1 (Cont.)

To 1

*Signature:	13
Print or type name:	Timothy S. Krieger
Title:	CEO/President
Date signed:	(10/24/3013
Complete address of person signing:	16233 Kenyon Avenue
	Suite 210
	Lakeville, Minnesota 55044

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here: lseverson@twincitiespower.com

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, <u>DATED AND SIGNED ORIGINAL AND FORM SRA</u> to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3<sup>rd</sup> Floor, Concord, NH 03301.

<sup>\*</sup> Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

# Delaware

PAGE 1

# The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF

DELAWARE, DO HEREBY CERTIFY "TOWN SQUARE ENERGY, LLC" IS DULY

FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD

STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS

OFFICE SHOW, AS OF THE THIRTEENTH DAY OF JUNE, A.D. 2013.

4958301 8300

130748992

8300

Jeffrey W. Bullock, Secretary of State

AUTHENT (CATION: 0509760

DATE: 06-13-13

You may verify this certificate online at corp.delaware.gov/authver.shtml

# Form SRA – Addendum to Business Organization and Registration Forms Statement of Compliance with New Hampshire Securities Laws

## Part I – Business Identification and Contact Information Business Name: Town Square Energy, LLC Business Address (include city, state, zip): 16233 Kenyon Avenue, Suite 210, Lakeville, Minnesota 55044 Telephone Number: (952) 241-3103 E-mail: Iseverson@twincitiespower.com Contact Person: Larry S. Severson Contact Person Address (if different): Part II - Check ONE of the following items in Part II. If more than one item is checked, the form will be rejected. [PLEASE NOTE: Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. However, you must insure that your business meets all of the requirements spelled out in A). B). and C)]: Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets <u>ALL</u> of the following three requirements: A) This business has 10 or fewer owners; and B) Advertising relating to the sale of ownership interests has not been circulated; and C) Sales of ownership interests - if any - will be completed within 60 days of the formation of this business. This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed -This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation -This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire. Part III - Check ONE of the following items in Part III: 1. ✓ This business *is not being* formed in New Hampshire. This business is being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act. Part IV - Certification of Accuracy (NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.) I (We) certify that the information provided in this form is true and complete. (Original signatures only) Timothy S. Krieger Signature: Name (print): Date signed: 04 24 2013 5 Signature: Name (print): Date signed: \_\_\_\_

Signature:

Date signed:

Name (print):



# 2015 NH CEPS Renewal Application Attachment B

## **Corporation Division**

#### Search

- By Business Name
- By Business ID
- \*By Registered Agent Annual Report
- File Online
  - Guidelines
- Name Availability
- Name Appeal Process

## Receive your Annual Report Notice by email!

You asked and we delivered! To receive your Annual Report Reminder Notice by email, click here to complete the online request form.

Who needs to file? If your entity is registered as a Corporation, Limited Liability Company, Professional Corporation, Professional LLC, Limited Liability Partnership, New Hampshire Investment Trust, Consumer Cooperative, Cooperative Marketing and Rural Electrification Association, you need to file annually.

Note: You will need your Business Identification Number to enroll. If you do not have it handy, you may easily look it up by using our <u>Business name Lookup</u> tool.

Search Type: Starting With Search Criteria: Town Square Energy

Search Date: 8/5/2015 Search Time: 16:26

Click on the Entity Name or Business ID to view more information.

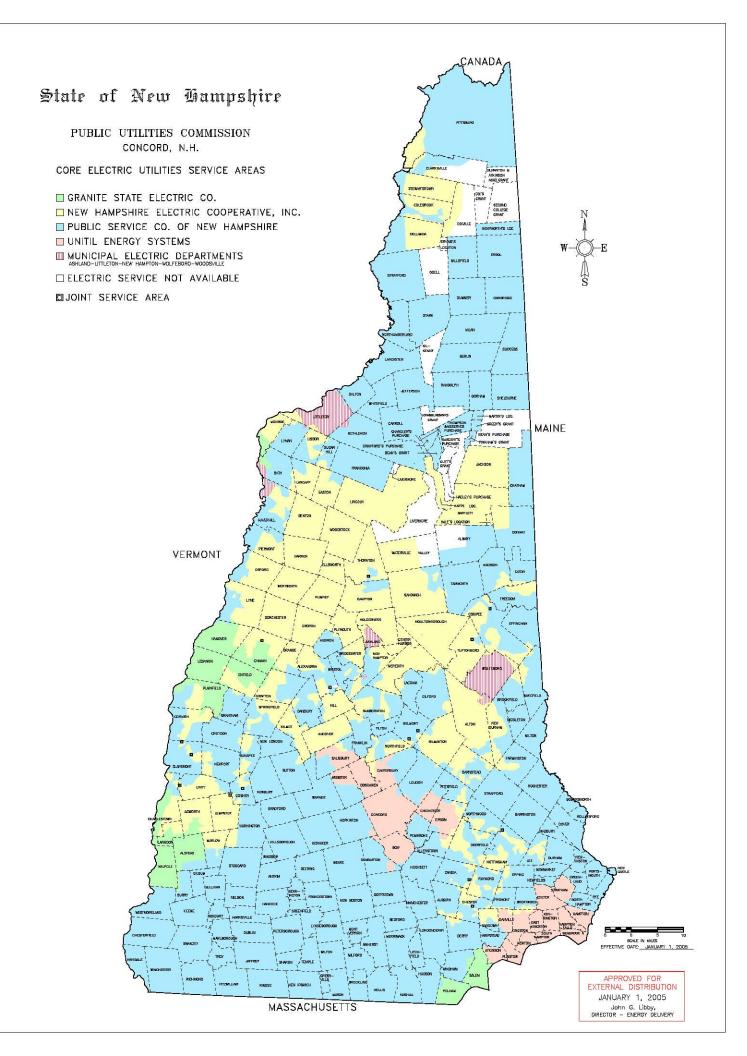
Entity Name	Business ID	Туре	Entity Status	Creation Date
Town Square Energy, LLC	694437	Limited Liability Company	Good Standing	7/15/2013
Town Square Energy, LLC	694437	Limited Liability Company	Good Standing	7/15/2013

Records Returned 1 to 2

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



# 2015 NH CEPS Renewal Application Attachment C





# 2015 NH CEPS Renewal Application Attachment D



## TERMS OF SERVICE: New Hampshire

Effective March 2015

The following is your Terms of Service ("Agreement") with Town Square Energy, LLC ("TSE"), for the purchase of residential or small commercial electric service. TSE is licensed by the New Hampshire Public Utilities Commission ("NHPUC") to offer and supply electric generation services in New Hampshire as a competitive electric power supplier ("CEPS"). The words "we", "us", "our" and "TSE" refer to Town Square Energy, and the words "you" and "your" refer to the Customer. This Agreement governs your purchase of electric generation services from TSE. TSE agrees to sell, and you agree to buy, the quantity of electricity delivered to you, as measured or estimated by your local distribution company ("LDC"). Please retain this Agreement for your records.

CONTRACT SUMMA	RY
Competitive Electric Power Supplier (CEPS)	www.TownSquareEnergy.com customercare@townsquareenergy.com 1-877-430-0093 16233 Kenyon Ave, Suite 210, Lakeville MN 55044
Generation Supply Price and Contract Term	The plan will have a fixed rate of 8.99 cents/kWh until your October 2015 meter read. Thereafter, plan will convert to TSE's month-to-month Variable Rate and shall apply and remain in effect until the Agreement is terminated.
Contract Start Date	Electric service will begin upon the first meter read following the date on which your LDC successfully changes your supply service to TSE.
Renewal Terms	TSE will provide you with notification 30 to 60 days prior to your contract expiration. In this notification, you will be reminded of your default rate at expiry and will be provided information regarding your options for renewal plans.
Applicable Contract Fees	There is no fee to terminate your agreement with TSE.
Renewable Disclosure	This product meets the Statutory and Regulatory requirements of New Hampshire for renewable content.
Deposit Requirements	A deposit may be required to enroll with TSE based on your credit or payment history. See detailed disclosure in Credit/Deposit section below.
Statement Regarding Savings	The Fixed or Variable price may exceed the LDC default service rate. Variable rates are not capped or limited, and may exceed the LDC default service rate.
New Hampshire PUC Consumer Affairs Division	21 South Fruit Street, Suite 10, Concord NH 03301-2429 1-800-852-3793 (within NH) or 603-271-2431 www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx
Utility/LDC	PSNH: 1-800-662-7764 (outages) UNITIL: 1-800-852-3339 (outages – Capital Region) and 1-800- 582-7276 (outages – Seacoast Region)

RIGHT TO RESCIND: You have the right to cancel this service agreement until midnight of the third business day after the date that you receive this Agreement. To cancel this Agreement, you can write us at 16233 Kenyon Ave, Suite 210, Lakeville MN 55044, call 1-877-430-0093, email customercare@townsquareenergy.com or text 1-952-641-7872.

**PRICING:** Your rate includes generation services only and does not include any applicable taxes. If you have been a customer of the LDC's default service generation rate, you may compare your rate to the LDC's default service rate by referring to the supplier services portion of your most recent electric bill or the LDC's website. In addition, you are responsible for paying your LDC's distribution and transmission charges as well as any other applicable charges, such as the system benefits charge, stranded cost recovery charge and taxes. Please note that variable rates can increase without notice and may exceed your LDC's default service generation rate.

**TERM:** For new customers of TSE, service of the Initial Term under this Agreement will begin on a date specified by your LDC. Prior to the end of the Initial Term or any Renewal Term, TSE will provide you written notice of renewal, including the term of such renewal ("Renewal Term") and the pricing plan that will apply during the Renewal Term ("Renewal Notice"). This Agreement will automatically renew at the pricing plan and for the Renewal Term set forth in the Renewal Notice unless you request we cancel your service or you enter into a new contract with TSE that replaces this Agreement.

**CANCELLATION/TERMINATION:** To cancel this Agreement, you may call or email TSE at the contact information provided within this Agreement. When you cancel services, you agree to pay for the services provided by TSE through the date you are switched to another electric supplier or returned to the LDC for service. You are responsible for all charges incurred through the date on which cancellation is effected by the LDC in addition to any early cancellation fee specified in this agreement. Once your service has begun, it will continue indefinitely until canceled by either you or TSE.

ACCESS TO CUSTOMER INFORMATION: By entering into this Agreement, you agree that your LDC may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, account numbers, historical usage information, peak electricity demand, payment history and placement on LDC budget billing and/or payment plans.. We will not give or sell your confidential information to any unaffiliated third party without your written consent unless we are required to do so by law [or your account is assigned to a successor energy company to TSE.] .

LOW-INCOME PROGRAMS AND ELECTRIC ASSISTANCE PROGRAM ("EAP"). EAP is a discount electric rate available to a qualifying residential customer by its LDC. If you are currently on such a rate with your LDC, we suggest that you not enroll with TSE as the program benefits do not apply to our charges. For further information, contact the local Community Action Agency ("CAA") by either calling the NHPUC at the number on p. 1 of this Agreement or visiting the NHPUC online at:

http://www.puc.state.nh.us/Consumer/electricassistanceprogram.htm

to obtain contact information based on the County in which your account is located.

Additional information regarding EAP and other assistance programs, including Low Income Heating Assistance Program, Neighbor Helping Neighbor and Project Care, can be found on

the Office of Consumer Advocate's Assistance Program page located at: http://www.oca.nh.gov/assistanceprograms.htm.

**SERVICE and SERVICE INTERRUPTION:** TSE will supply all the electricity that you need for your home or business. TSE is a retail marketer of electricity and not your LDC. The LDC will continue to deliver electricity to your home or business, read your meter, bill you, and make repairs. The LDC will also respond to emergencies and they will remain your point of contact in the case of power outage. You acknowledge and understand that your LDC remains responsible for delivery of electrical power to you. In no event shall TSE or any person or entity affiliated with TSE be deemed responsible for service interruption or any other problem with the delivery of electrical power to you. In the event of an emergency or power outage you should call the LDC that supplies power to your local area.

**CHANGE OF RESIDENCE/SERVICE LOCATION**. You must notify both your LDC and TSE 45 days in advance of a change in your residence service location or business address. A final meter read will be made at your old service location/address, the account at such service location/ address will be closed, and you will be responsible to pay for the electricity delivered to such service location/address until the effective date of such termination.

BILLING AND PAYMENT: You will receive one monthly bill from your LDC that includes the TSE generation charge and the LDC delivery charges each with taxes thereon. You will make payments for both the TSE generation charge and the delivery charges directly to your LDC in accordance with your LDC's payment terms. The LDC will set the date that your payment is due. Your bill will be based on the monthly meter reading by the LDC. In the event that the LDC later adjusts its reading for any reason, TSE's charges will be similarly adjusted. Please consult your LDC's tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans, and other payment and credit terms. Please also consult your LDC's website or tariffs for information regarding LDC basic service delivery rates for your electric service.

CREDIT/SECURITY DEPOSIT: TSE performs a limited credit check based on name and address, with no impact on credit history, on each potential customer. In completing this Agreement, you authorize credit-reporting agencies to provide TSE with any information the agency may have on your name and/or address in response to such limited credit check. TSE may require a security deposit to initiate service, depending on credit or payment history. In most cases, the deposit amount will total approximately three (3) months of consumption. The deposit will be returned to you either (i) following 12 months of prompt payments on the account, assuming it is still active, or (ii) 90 days following the confirmed drop date of account, net of any applicable early termination fee or overdue supply charges. Deposits held more than thirty (30) days will accrue interest, at an annual interest rate of 4% from the date of receipt.

**TERMINATION BY TOWN SQUARE:** In accordance with applicable laws, rules and regulations, including those governing termination of service, TSE reserves the right to

terminate this Agreement: i) if your LDC is unable to read your meter for 3 consecutive months, or ii) if at some future date there is a change in any law, regulation, market rule or tariff that materially impairs TSE's ability to fulfill its obligations under this Agreement. We will provide you with at least 15 days' prior written notice of our intent to terminate this Agreement for any of the reasons specified in i) or ii) above. In addition we reserve the right to terminate this Agreement at any time for our convenience with advance written notice to you of at least 30 days. Upon termination of the agreement by you or us, you will be responsible for all TSE generation charges incurred hereunder until your account is transferred to LDC basic service or to another competitive electricity supplier.

**COMPLAINTS AND DISPUTE RESOLUTION:** Please contact a TSE customer service representative by telephone or via email if you have questions or concerns regarding your bill or our service. If you are not satisfied with our initial attempt to resolve the problem, we ask that you request to have your issue escalated within our organization. If you remain unsatisfied or if you have questions about your rights and responsibilities, you may seek assistance from the New Hampshire PUC. Contact information for TSE Customer Care and the NHPUC is found on p.1 of this Agreement.

**ASSIGNMENT:** This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement (or any proceeds thereof) in connection with any financing agreement, purchase of receivables program or other billing services arrangement. In addition, we may assign our rights and obligations hereunder to an affiliate of TSE, any person or entity succeeding to all or substantially all of the assets of TSE, or to a competitive electric power supplier licensed to do business in New Hampshire. We shall provide you with 30 days' written notice of any such assignment. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, TSE shall have no further obligations hereunder.

**DO NOT CALL REGISTRY**. You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at https://www.donotcall.gov/register/reg.aspx or by telephone by calling 1-888-382-1222 from the phone number you wish to register.

LIMITATIONS OF LIABILITY: TSE'S LIABILITY IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR LARGEST MONTHLY INVOICE FOR ELECTRIC GENERATION SERVICE DURING THE PAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING TERMINATION OF THIS AGREEMENT. EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFIT OR REVENUES), INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR CLAIMS ARISING HEREUNDER.

**NO WARRANTIES**. TSE MAKES, AND YOU RECEIVE, NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY, AND TSE SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCEPTANCE AND CHANGE IN LAW: This Agreement shall not become effective until accepted by TSE. This Agreement may be modified from time to time in accordance with NHPUC laws and rules and shall govern TSE's provision of generation service under this Agreement. This Agreement is subject to any future legislation; orders, rules, or regulations of the NHPUC; or tariff or policy changes of the LDC. These changes are beyond the control of TSE, and may impact the terms and/or price of this Agreement.



# 2015 NH CEPS Renewal Application Attachment E



## **Electronic Data Interchange (EDI) Certification**

## Unitil Energy Systems (UES)

Issued to:

Twin Cities Power, LLC

Represented by:

Bill Bryce

Issued by:

Unitil Energy Systems

Represented by:

Joel Andruski, Associate Energy Analyst

Date:

July 9, 2013

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Twin Cities Power, LLC. As of July 9, 2013, Unitil Energy Systems does hereby declare Twin Cities Power, LLC as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

Twin Cities Power, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Twin Cities Power, LLC has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.

Signature

July 9, 2013

Date

Joel Andruski

Associate Energy Analyst

Unitil Service Corp.

6 Liberty Lane West

Hampton, NH 03842-1720

EL supplierservices@unitil.com



# 2015 NH CEPS Renewal Application Attachment F





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

08/27/13

Town Square Energy 16233 Kenyon Ave., Suite 210 Lakeville, MN 55044

Dear Bill,

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

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

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

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

Sincerely,

**Aaron Downing** 

**PSNH Supplier Services** 



# 2015 NH CEPS Renewal Application Attachment G



## **Current Members**

ABOUT NEPOOL PARTICIPANTS MEETINGS CALENDAR LIBRARY Current Issues NEPOOL GIS LINKS 2015 NPC Summer Mta

Pre-Printed Rosters: Sector Roster Alphabetical (by Voting Member) Alphabetical (2d RNA) Abest Power & Gas, LLC

Ambit Northeast LLC

Barclays Bank PLC Bath Iron Works Corporation

Bear Swamp Power Company LLC Belmont Municipal Light Department

BlueRock Energy, Inc. BNP Paribas Energy Trading GP Boston Energy Trading and Marketing Boylston Municipal Light Department

BP Energy Company
Braintree Electric Light Department

Brayton Point Energy, LLC
Bridgewater Power Company L.P.
Brookfield Energy Marketing Inc.
Brookfield Energy Marketing LP
Brookfield Renewable Energy Mkt'g US
Brookfield White Pine Hydro LLC

Brown Bear II Hydro, Inc. BTG Pactual Commodities (US) LLC

Canandaigua Power Partners, LLC Cape Light Compact

Cape Wind Associates, LLC
Cargill Power Markets, LLC
Castleton Commod. Merchant Trading
Central Maine Power Company
Centre Lane Trading Limited
Champion Energy Marketing LLC
Chester Municipal Light Department
CHI Power Marketing, Inc.
Chiconee Municipal Lighting Plant

Chicopee Municipal Lighting Plant

Choice Energy LLC

CinCap V, LLC Citigroup Energy Inc

Clear Choice Energy, LLC CLEAResult Consulting Inc.

Clearview Electric Inc. Commonwealth of Massachusetts

Concord Municipal Light Plant
Conn. Central Energy, LLC
Conn. Gas & Electric, Inc.
Conn. Jet Power LLC

Authority

(Div. of Capital Asset Management) Competitive Energy Services, LLC

Cape Wind Associates, LLC

C.N. Brown Electricity, LLC Calpine Energy Services, LP Canadian Wood Products–Montreal, Inc.

Bucksport Generation LLC
Burlington Electric Department

Berkshire Power Company, LLC Berlin Station, LLC

Black Bear Hydro Partners, LLC Blackstone Hydro, Inc.

Blue Sky East, LLC Blue Sky West, LLC

Ameresco CT LLC

Danvers Electric Division Acushnet Company
Advanced Power Services (NA) Inc.
Aequitas Energy, Inc.
Aesir Power Services LLC
Agera Energy LLC
Algonquin Energy Services Inc Darly Energy, LLLP
Darth Chergy, LLLP
Dartmouth Power Associates, LP
DC Energy, LLC
Demansys Energy, LLC
Devon Power LLC
Devon Power LLC Devonshire Energy LLC DFC ERG CT, LLC Direct Energy Business, LLC
Direct Energy Business Marketing, LLC America DR, LLC American PowerNet Management, LP AmericaWide Energy, LLC Ampersand Energy Partners LLC Discount Power, Inc.

Dominion Energy Marketing, Inc. Anthony, Christopher M. Ashburnham Municipal Light Plant Dominion Nuclear Connecticut, Inc. DTE Energy Trading, Inc. Duke Energy Comm. Enterprises, Inc. Dynasty Power Inc. Associated Industries of Massachusetts Athens Energy LLC Dynegy Marketing and Trade LLC Dynegy Resources Management, LLC Backyard Farms, LLC Backyard Farms Energy, LLC

E.ON Global Commodities North America LLC BBPC LLC d/b/a Great Eastern Energy Beacon Power, LLC East Avenue Energy LLC EDF Trading North America, LLC eKapital Investments LLC Electricity Maine, LLC

Electricity N.H., LLC d/b/a ENH Power Elektrisola, Inc.

Eligo Energy, LLC Emera Energy Services Sub. No. 1 LLC Emera Energy Services Sub. No. 2 LLC Emera Energy Services Sub. No. 3 LLC Emera Energy Services Sub. No. 4 LLC Emera Energy Services Sub. No. 5 LLC

Emera Energy Services Sub. No. 6 LLC Emera Energy Services Sub. No. 7 LLC Emera Energy Services Sub. No. 8 LLC Emera Maine Inc. EMI Power Systems, LLC

energy.me energy.me Energy America, LLC Energy Curtailment Specialists, Inc. Energy Management, Inc. Energy New England LLC

Energy New England LEC Energy Federation Inc. Energy Plus Holdings LLC EnergyConnect, Inc. EnerNOC, Inc.

Enerwise Global Technologies Inc.
Entergy Nuclear Power Marketing LLC Entrust Energy East, Inc. EnvaPower, Inc. Environment Northeast

Epico USA, Inc. ESI Northeast Energy GP, Inc. Essential Power, LLC Essential Power Massachusetts, LLC Essential Power Newington, LLC ETC Endure Energy, LLC

Ethical Electric, Inc. Evergreen Wind Power II, LLC Evergreen Wind Power III, LLC EverPower Commercial Services LLC

Exelon Generation Company, LLC Fairchild Energy, LLC Fairpoint Energy, LLC First Point Power, LLC

First Wind Energy Marketing, LLC Fisher Road Solar I LLC Fitchburg Gas and Electric Light Co. Food City, Inc.

Food City, Inc.
Footprint Power Salem Harbor
Development
PPL Energy Mason, LLC
FPL Energy Wyman, LLC
FPL Energy Wyman IV, LLC
Freedom Ring Communications, LLC
##6/8 Publics Compusionations Conn. Light and Power Company d/b/a Eversource Energy d/b/a BayRing Communications Freepoint Commodities, LLC Conn. Materials Innovations & Recycling

Gallop Power Greenville, LLC Galt Power Inc. Garland Manufacturing Company H.Q. Energy Services (U.S.) Inc. Hammond Belgrade Energy LLC Hammond Lumber Company Hampshire Council of Governments Hanover, NH (Town of) Harborside Energy of Massachusetts Harvard Dedicated Energy Limited

Hawkes Meadow Energy, LLC

Hawkes Meadow Energy, LLC Hess Corporation High Liner Foods (USA) Incorporated HIKO Energy, LLC Hingham Municipal Lighting Plant Holden Municipal Light Department Holyoke Gas & Electric Department HOP Energy, LLC

Howard Wind LLC Hudson Energy Services, LLC Hudson Light and Power Department Hull Municipal Lighting Plant

The Humber Lighter Frank Iberdrola Renewables, LLC Icetec Energy Services, Inc. IDT Energy, LLC Indeck Energy-Alexandria, LLC Independence Energy Group LLC Industrial Energy Consumer Group Industrial Energy Consumer Group Industrial Power Services Corporation Inspire Energy Holdings, Inc.

Interstate Gas Supply, Inc.
Ipswich Municipal Light Department J. Aron & Company J.F. Gray & Associates, LLC

Jericho Power LLC Just Energy (U.S.) Corp. Kendall Green Energy LLC Kimberly-Clark Corporation Kleen Energy Systems, LLC Liberty Power Delaware LLC

Liberty Power Holdings, LLC Liberty Utilities (Granite State Electric) Corp. Linde Energy Services, Inc.

Littleton (MA) Electric Light Dep't Littleton (NH) Water and Light Dep't Long Island Lighting Co. d/b/a LIPA Longfellow Wind, LLC Longreach Energy, LLC Longwood Medical Energy

Longwood Medical Energy Collaborative, Inc. Macquarie Energy, LLC Madison Electric Works MAG Energy Solutions, Inc. Maine Public Advocate Office Maine Skiing, Inc. Major Energy Electric Services Manchester Methane, LLC Mansfield Municipal Electric Dep't Marble River. LLC Marble River, LLC Marblehead Municipal Light Dep't

Mass Solar 1, LLC Mass. Office of the Attorney General Mass. Bay Transportation Authority Mass. Development Finance Agency

Mass. Electric Company
Mass. Gas and Electric, Inc.
Mass. Municipal Wholesale Electric Co.
Mass. Port Authority
MATEP LLC Mega Energy Holdings, LLC

Mercuria Energy America, Inc. Merrill Lynch Commodities, Inc. Merrimac Municipal Light Department Messalonskee Stream Hydro, LLC Mid-Maine Waste Action Corporation Middleborough Gas and Electric Dep't Middleton Municipal Electric Dep't Middletown Power LLC Millennium Power Partners, LP

Mint Energy, LLC MoArk, LLC Montville Power LLC Moore Company, The

Nalcor Energy Marketing Narragansett Electric Company Negawatt Business Solutions NEPM II, LLC New Brunswick Energy Mktg. Corp. New England Confectionery Co. Inc. New England Energy Connection, LLC New England Power Company New England Wire Technologies Corp. New Hampshire Electric Coop., Inc. New Hampshire Industries, Inc. NH Office of Consumer Advocate New Hampshire Transmission, LLC New York State Electric & Gas, Inc. NextEra Energy Power Marketing, LLC. NextEra Energy Maine, Inc. NextEra Energy Resources, LLC NextEra Energy Seabrook LLC Noble Americas Energy Solutions LLC

Noble Americas Gas & Power Corp. Noble Environmental Power, LLC Nordic Energy Services, LLC North America Power Partners LLC North American Power and Gas, LLC North Attleborough Electric Dep't

Northern States Power Company Norwalk Power LLC Norwood Municipal Light Department NRG Canal LLC

NRG Power Marketing, LLC NSTAR Electric Company d/a/a

Eversource Energy Number Nine Wind Farm LLC Nxegen, LLC Oasis Power, LLC d/b/a Oasis Energy

Ontario Power Gen. Energy Trading Ontario Power Generation Inc. Order of St. Benedict of NH d/b/a St. Anselm College

Pacific Summit Energy, LLC Palmco Power CT, LLC Palmco Power MA, LLC Parkview Adventist Medical Center Parkview AMC Energy, LLC Pascoag Utility District Patriot Partnership LLC
Pawtucket Power Holding Company Paxton Municipal Light Department Peabody Municipal Light Plant Peninsula Power, LLC Perigee Energy, LLC Pioneer Hydro Electric Co., Inc. Plainfield Renewable Energy, LLC Plant-E Corp.
Plymouth Rock Energy, LLC

PNE Energy Supply LLC Power Bidding Strategies, LLC Power Supply Services, LLC Powerex Corp.

PowerOptions, Inc. Praxair, Inc. Princeton Municipal Light Department Provider Power CT, LLC Provider Power Mass, LLC PSEG Energy Resources & Trade LLC PSEG New Haven LLC

Public Power, LLC Public Service Co. of New Hampshire d/a/a Eversource Energy Putnam Hydropower, Inc.

Quantum Utility Generation, LLC Rainbow Energy Marketing Corporation RBC Energy Services LP Reading Municipal Light Plant Record Hill Wind LLC ReEnergy Sterling CT LP ReEnergy Stratton Energy LLC Reliant Energy Northeast LLC REP Energy LLC Repsol Energy North American Corp. Rhode Island Engine Genco, LLC

#### ISO-NE CAMS:

Saracen Energy East LLC

Saracen Power LLC

Seneca Energy II, LLC SFE Energy Connecticut LLC SFE Energy Massachusetts LLC Shell Energy North America (US) L.P. Shipyard Brewing Co., LLC Shipyard Energy LLC Shrewsbury Electric & Cable Operations SmartEnergy Holdings LLC Somerset Power LLC South Hadley Electric Light Department South Jersey Energy Company South Jersey Energy ISO1, LLC South Jersey Energy ISO2, LLC Spark Energy, LP Springfield Power LLC Spruce Mountain Wind, LLC Starion Energy, Inc. StatArb Investment, LLC Sterling Municipal Electric Light Dep't Stetson Holdings, LLC Stetson Wind II, LLC Stowe Electric Department Summit Hydropower, Inc. Sunwave USA Holdings, Inc. Swift River Trading Company LLC Talen Energy Marketing, Inc. Tangent Energy Solutions, Inc. Taunton Municipal Lighting Plant TCPL Power Ltd. TEC Energy, Inc. Templeton Municipal Lighting Plant Tenaska Power Services Co. Texas Retail Energy, LLC The Energy Consortium
The Energy Council of Rhode Island
Town of New Shoreham, Rhode Island
Town Square Energy, LLC TrailStone Power, LLC
TransAlta Energy Marketing (U.S.) Inc. TransCanada Energy Ltd.
TransCanada Power Marketing Ltd. Turner Energy LLC Twin Cities Power, LLC Twin Eagle Resource Management, LLC Tyngsboro Spindle, LLC Union Atlantic Electricity
Union Leader Corporation Union of Concerned Scientists, Inc. United Illuminating Company
Unitil Energy Systems, Inc.
UNITIL Power Corp.
University of Massachusetts at Amherst University System of New Hampshire Utility Services, Inc. VCharge Inc. Verde Energy USA, Inc. Vermont Electric Cooperative Vermont Electric Power Company, Inc. Vermont Energy Investment Corp Vermont Marble Company Vermont Public Power Supply Authority Vermont Transco LLC Vermont Wind Verso Maine Energy, LLC Viridian Energy, LLC Viridity Energy, Inc. Wild Inc.
Wakefield Municipal Gas and Light Dep't
Wallingford, CT, DPU, Electric Division
Wallingford Energy II, LLC Waterbury Generation LLC Waterside Power, LLC Wellesley Municipal Light Plant West Boylston Municipal Lighting Plant Westerly Hospital
Westerly Hospital Energy Company, LLC

Western Massachusetts Electric Co. d/a/a Eversource Energy

Westfield Gas & Electric Light Dep't

Conn. Municipal Electric Energy Coop. Conn. Office of Consumer Counsel

Conn. Transmission Municipal Electric

#### 8/5/2015

Energy Coop.
Conservation Law Foundation
Conservation Services Group, Inc.
Consolidated Edison Co., of NY, Inc.
Consolidated Edison Development, Inc.
Consolidated Edison Energy, Inc.
Consolidated Edison Solutions, Inc.
Constellation Energy Power Choice, Inc.
Constellation Energy Services, Inc.
Constellation NewEnergy, Inc.
Convergent Energy and Power LLC
Covanta Haverhill Associates, LP
Covanta Maine LLC
Covanta Maine LLC
Covanta Projects of Wallingford, LP
CPV Towantic, LLC
Cross-Sound Cable Company, LLC

Garland Power Company
Gas Recovery Systems, LLC
GDF SUEZ Energy Marketing NA
GenBright, LLC
GenConn Energy LLC
GenConn Energy Management, LLC
Georgetown Municipal Light Dep't
Glacial Energy of New England, Inc.
Goose River Hydro, Inc.
Granite Reliable Power, LLC
Granite Ridge Energy, LLC
Granite Ridge Energy, LLC
Great Bay Power Marketing, Inc.
Green Berkshires, Inc.
Green Mountain Energy Company
Green Mountain Power
Groton Electric Light Department
Gulf Oil Limited Partnership
Guzman Energy LLC

## NEPOOL: Current Members

Moore Energy LLC Morgan Stanley Capital Group, Inc.

Rocky Gorge Corporation Rowley Municipal Light Plant Royal Bank of Canada Russell Municipal Light Department Wheelabrator Bridgeport, LP Wheelabrator North Andover, Inc. WM Renewable Energy, LLC Wolfeboro Municipal Electric Department XOOM Energy LLC Yes Energy, LLC Z-TECH, LLC

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# 2015 NH CEPS Renewal Application Attachment H

\*This bond replaces bond 1019978 issued by The Hanover Insurance Company originally effective June 20, 2013.

#### The Hanover Insurance Company

Bond Number: 1019978

KNOW ALL MEN BY THESE PRESENTS, That the undersigned <u>Town Square Energy, LLC</u> of <u>16233 Kenyon Ave.</u>, <u>Lakeville</u>, <u>MN 55044</u> hereinafter referred to as the Principal, and <u>The Hanover Insurance Company</u>, a corporation organized and existing under the laws of the State of <u>New Hampshire</u>, as Surety, are held and firmly bound unto <u>New Hampshire Public Utilities Commission</u> as Obligee, in the sum of <u>One Hundred Thousand Dollars – (\$100,000)</u>, lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas, the above bounden PRINCIPAL has made application to the Obligee for registration to offer, render, furnish or supply electricity or electric generation services to the public;

NOW THEREFORE, the Principal must provide financial security to Obligee in accordance with PUC 2003.01(d)(4) and PUC 2003.03 of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of the rules and regulations of the New Hampshire Public Utilities Commission by the Principal as a licensed competitive electric power supplier (CEPS);

NOW THEREFORE, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to a competitive electric power supplier licensed in the State of New Hampshire and to deliver electricity at retail in accordance with its contracts, agreements and arrangements, then this obligation shall become void and of no effect.

#### PROVIDED, HOWEVER,

- 1. This bond shall have the term beginning October 9, 2014 and ending October 9, 2015, but may be continued by certificate at the option of the Surety. Neither non-renewal by the surety, nor failure or inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond. Surety shall provide Obligee and Principal with a written notice of its intent not to continue this bond at least sixty (60) days prior to its expiration date.
- 2. Upon notice from Obligee of Principal's nonperformance of its obligations as a New Hampshire CEPS, or Principal's fraud or other violation of the laws, rules, decisions, and orders applicable to Principal's CEPS registration, the Surety shall be liable only for damages or amounts ordered by the Obligee to be paid by Principal, up to the penal sum of this bond and until the termination date of this bond.
- 3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted, and no suit shall be maintained against the Surety unless it be brought, within three (3) months from the expiration date of the bond.

- 4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.
- 5. The aggregate liability of the Surety is limited to the penal sum stated herein, regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
- 6. This bond shall not bind the Surety if the Obligee objects in writing to any language contained herein. If the Obligee objects to any language contained herein, Obligee shall, within 60 days of the date this bond is signed and sealed by the Surety, return this bond, certified mail or express courier, at the expense of Surety or Principal, to the Surety at the following address:

[CARRI ER NAME]	[CARRIER PHONE]
The Hanover Insurance Company	800-799-6380
[CARRIER ADDRESS 1]	
440 Lincoln Street	
[CARRIER ADDRESS 2]	
Attn: Surety Department	
[CARRIER CITY, STATE, ZIP]	•
Worcester, MA 01653	
SIGNED, SEALED AND DATED	this <u>9th</u> day <u>October</u> , 20 <u>14.</u>
	Town Square Energy, LLC Principal
No [Seal]	By: Timothy S. KRieger, Its: CEO/Chief Manager
	The Hanover Insurance Company Surety
[Seal]	By: Brownelllham

Patricia H. Borchers, Attorney-In-Fact

INDIVIDUAL ACKNOWLEDGMENT	
STATE	
COUNTY	
On this day of to me well known and each severally acknowledged the same to be his own from	, came before me personally
and each severally acknowledged the same to be his own from	i to be the same person who executed the foregoing bond as act and deed.
,	
	Notary Public
	Mr. Commission Erminas
	My Commission Expires:
SURETY ACKNOWLEDGMENT	
STATE Minnesota	
COUNTY Hennepin	
On this 9th day of October	2014 hafara ma ammaarad
On this 9th day of October  Patricia H. Borchers to me por she is the attorney-in-fact of the The Hanover Insute to the foregoing instrument is the corporate seal of said corporate.	ersonally known, who being duly sworn, did say that he
or she is the attorney-in-fact of the The Hanover Insu	rance Company that the seal affixed
to the foregoing instrument is the corporate seal of said corp	oration; that said instrument was signed and sealed on
behalf of said corporation by authority of its Board of Direct	tors and said Paricia H. Borchers
Acknowledged said instrument to be the free act and deed of	
Nathan Andrew Kaney	Wel. The
NOTARY PUBLIC	Notary Public
State of Minnesota	
My Commission Expires 1-31-2018	My Commission Expires
CORPORATE ACKNOWLEDGMENT	
STATE Minnesoty	
COUNTY DAKON	
- Maradin	
On this 9th day of OCTOBER	, <b>Z6(4</b> , before me appeared
Timodiu S. Villeyey to me personally kn	own, who being duly sworn, did say that he or she is the
C80/Chief MANAger	of
the Town Square Energy, LLC the corporate seal of said corporation, that said instrument w	that the seal affixed to the foregoing instrument is
authority of its Board of Directors and said Truothy S.K.	as signed and sealed on behan of said corporation by acknowledged said instrument to be
the free act and deed of said corporation.	16111
A PRIVATERAN CEVERCON	A HILL
LARRY SHEROD SEVERSON NOTARY PUBLIC - MINNESOTA	Notary Public
My Commission Expires Jan. 31, 2015	
	My Commission Expires

# THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

#### POWERS OF ATTORNEY CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Jeff Settem, Patricia H. Borchers, Duane Mischke, Jill Lowder, Wendy M. Schmid, Emily Tschimperle and/or Dan Hanson

of Minneapolis, MN and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any some writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of June 2013.



THE HANOVER INSURANCE COMPANY MASSACHUSETTS BAY INSURANCE COMPANY CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS ) COUNTY OF WORCESTER ) ss

Joe Brenstrom, Vice President

On this 11th day of June 2013 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Parkers A. Carliele Nature Bublio

Barbara A. Garlick, Notary Public My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 9th \_\_\_ day of October

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE OPMPANY OF AMERICA

2014

J. Michael Pete, Vice President