



DM11-284

IntegrYS Energy Services, Inc.

Suite 3300
500 West Madison Street
Chicago, IL 60661
www.integrYSenergy.com



December 20, 2011

Debra A. Howland
Executive Director and Secretary
21 South Fruit Street, Suite 10
Concord, NH 03301

Re: IntegrYS Energy Services, Inc. Application for Renewal to be a Competitive Electric Power Supplier in the State of New Hampshire

Dear Ms. Howland:

IntegrYS Energy Services, Inc. has a current registration as a competitive electric power supplier in New Hampshire, which is set to expire on February 22, 2012. Please find enclosed the following information for our renewal:

- Application for renewal
- Electronic version of application for renewal
- Check for \$250 renewal fee
- Confidential aggregator report

We will also send a complete version of the filing to the Office of the Consumer Advocate.

If there are any questions or additional information required regarding IntegrYS Energy Services' application for renewal please contact me at 312-681-1855 or by email at aklaviter@integrYSenergy.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Klaviter".

Amy Klaviter
Regulatory Compliance Analyst

**Integrys Energy Services, Inc.'s Renewal Application to become a
Competitive Electric Power Supplier in the State of New Hampshire**

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, its website address:**
Integrys Energy Services, Inc.
www.integrysenergy.com
(no change from previous application)
2. **The applicant's business address, telephone number, e-mail address, and website address, as applicable:**
1716 Lawrence Drive
DePere, WI 54115
Telephone: 920-617-6100
Facsimile: 920-617-6070
Email: customerservice@integrysenergy.com
Website: www.integrysenergy.com
(no change from previous application)
3. **The applicant's place of incorporation, if anything other than an individual:**
Wisconsin, October 12, 1994
(no change from previous application)
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:**
See Exhibit 1
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:**
 - c. **A description of any agreements with any affiliated New Hampshire utility:**
Integrys Energy Services, Inc. does not have an affiliate and/or subsidiary that is conducting business in New Hampshire.
(In previous applications, we listed our affiliates and subsidiaries, but none of them conduct business in New Hampshire, so they are not listed in this application.)
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:**
1-888-288-0218, available 24 hours, 7 days
(no change from previous application)

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

For Complaints: Tammie Paul, Customer Interest Account Manager, 1750 Elm Street, Suite 800 Manchester, NH 03104 Telephone: (603) 263-6906 Facsimile: (603) 263-6999 Email: TEGEAMNewEngland@integrysenergy.com
(only the email has been changed from the previous application)

For Regulatory: Amy Klaviter, Regulatory Compliance Analyst, Telephone: (312) 681-1855 Facsimile: (312) 681-1999, Email: AKlaviter@integrysenergy.com
Business address through January 13, 2012: 500 W. Madison Street, Suite 3300, Chicago, IL 60661
Business address effective January 14, 2012: 20 N. Wacker Drive, Suite 2100, Chicago, IL 60606

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:

CT Corporation System
R. Carl Anderson, Attorney
9 Capitol Street
Concord, NH 03301
Telephone: 603-224-2341
(no change from previous application)

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 Exhibit 2
(no change from previous application)

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:

Unitil (Unitil Corporation)
Granite State (National Grid utility)
Public Service of New Hampshire (Northeast Utilities)
(no change from previous application)

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:

We intend to serve all types of customers in New Hampshire. Therefore, we would like to serve all rate classes (residential, commercial and industrial), which includes but is not limited to residential, domestic, general, and outdoor lighting rate schedules within Public Service of New Hampshire, Granite State and Unitil.

12. A listing of the states where the applicant currently conducts business relating to the sale of electricity:

Connecticut, Delaware, District of Columbia, Illinois, Massachusetts, Maine, Maryland, Michigan, New Hampshire, New Jersey, Ohio, Pennsylvania, Rhode Island. In New York, we operate under a subsidiary Integrys Energy Services of New York, Inc.

(In 2010 we sold our subsidiary, Integrys Energy Services of Texas, LP, so we no longer conduct business in Texas)

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.

| | |
|---|--|
| Connecticut | in 2010 – 0 complaints in 2011 - 0 complaints |
| Delaware | in 2010 – 0 complaints in 2011 – 0 complaints |
| District of Columbia | in 2010 – 0 complaints in 2011 - 0 complaints |
| Illinois | in 2010- 26 complaints - billing issue, cancellation dispute, cancellation request, enrollment dispute, enrollment issue, excessive calling, feels deceived, rate dispute, refund requested, termination fee in 2011 – 28 complaints - aggressive selling, cancellation dispute, cancellation request, disputes being terminated, door-to-door solicitation, enrollment dispute, excessive calling, no savings seen, payment issue, rate dispute, termination fee |
| Massachusetts | in 2010 – 0 complaints in 2011 – 0 complaints |
| Maine | in 2010 - 0 complaints in 2011 – 0 complaints |
| Maryland | in 2010 – 0 complaints in 2011 - 0 complaints |
| Michigan | in 2010 – 7 complaints – aggressive selling, cancellation request, enrollment dispute, termination fee in 2011 – 3 complaints – cancellation request, refund request |
| New Hampshire | in 2010 – 0 complaints in 2011 - 0 complaints |
| New Jersey | in 2010 – 1 complaint - enrollment dispute in 2011 - 0 complaints |
| New York (under Integrys Energy Services of New York, Inc.) | in 2010 – 3 complaints, enrollment dispute, rate dispute in 2011 – 0 complaints |

| | |
|--------------|---|
| Ohio | in 2010 - 13 complaints - aggressive selling, billing issue, cancellation request, enrollment issue, deceptive marketing, rate dispute, refund requested, termination fee |
| | in 2011 - 15 complaints - cancellation request, enrollment dispute, rate dispute, termination fee |
| Pennsylvania | in 2010 - 0 complaints |
| | in 2011 - 0 complaints |
| Rhode Island | in 2010 - 0 complaints |
| | in 2011 - 0 complaints |

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**
- c. For limited liability companies, any of the managers or members**

None of the principals of Integrys Energy Services or its subsidiaries have ever been convicted of any felony that has not been annulled by a court.

(no change from previous application)

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**

Integrys Energy Services, its affiliates, and any officers or directors of Integrys Energy Services or its subsidiaries have not had any civil, criminal, or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer law or regulation within the 10 years prior to this registration.

(no change from previous application)

- 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; or**

In Docket No. IN09-2-000, the Federal Energy Regulatory Commission issued an order on October 24, 2008 approving a Stipulation and Consent Agreement between the Office of Enforcement and Integrys Energy Services, Inc ("Integrys"). The Order resolved the investigation into certain self-reported violations by Integrys of the Commission's capacity release policies, including circumvention of the posting and bidding requirements for released capacity and violations of the shipper-must-have-title requirement. Integrys agreed to pay a civil penalty of \$800,000 and to disgorge \$194,505.78, plus interest, in unjust profits.

(no change from previous application)

- 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**

Integrys Energy Services, its affiliates, and any officers or directors of Integrys Energy Services or its subsidiaries are not currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.
(no change from previous application)

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

The explanation is provided above.

- 17. For those applicants intending to telemarket, a statement that the applicant shall:**

- a. **Maintain a list of consumers who request being placed on a do-not-call list for the purposes of telemarketing;**
- b. **Obtain monthly updated do-not calls 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(s) or customers who are listed on the National Do Not Call Registry:**

Integrys Energy Services maintains a list of consumers who have requested to be placed on a do-no-call list for the purposes of telemarketing. Integrys Energy Services also obtains monthly updated do not call lists from the National Do Not Call Registry. Integrys Energy Services will not initiate calls to New Hampshire customers who have either requested being placed on the do-not-call lists 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 shall be provided;**

N/A

- 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:**

Integrys Energy Services uses the consolidated billing service of the local utility as well as direct billing to customers. See Exhibit 3 for the sample invoice sent to customers via direct billing.

- 20. A copy of each contract to be used for residential and small commercial customers:**

See Exhibit 4 for a sample contract to be used for commercial and industrial customers. We are in the process of updating our residential and small commercial contract and will submit it prior to marketing to these customers.

- 21. A statement certifying that the applicant has the authority to file the applications on behalf of the CEPS and that its contents are truthful, accurate and complete.**

See Certification Statement

- 22. The signature of the applicant or its representative.**

See Certification Statement

23. Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and CEPS in the form of:

- a. A statement from each utility with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange; and**
- b. A statement from each utility with which the CEPS does or intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability**

See Exhibit 5.

(no change from previous application besides Exhibit number)

24. Evidence that the CEPS is able to obtain supply in the New England energy market. Such evidence may include, but is not limited to, proof of membership in the New England Power Pool (NEPOOL) or any successor organization or documentation of a contractual sponsorship relationship with a NEPOOL member:

See Exhibit 6.

(no change from previous application besides Exhibit number)

25. A \$250 re-registration fee:

Enclosed. Check #177449 dated December 12, 2011.

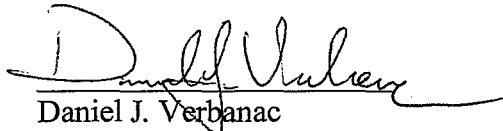
26. Evidence of financial security:

See Exhibit 7.


Certification Statement

STATE OF Wisconsin
COUNTY OF Brown

Daniel J. Verbanac, being duly first sworn, deposes and says that he is the President of Integrys Energy Services, Inc.; that he has authority to submit this application on behalf of Integrys Energy Services, Inc.; he has read the foregoing Re-Registration Application of Integrys Energy Services, Inc. to become a Competitive Electric Power Supplier in New Hampshire ("Application"), and all of the attachments accompanying and referred to within the Application; and that the statements contained in the Application and the attachments are truthful, accurate and complete to the best of his knowledge, information, and belief.


Daniel J. Verbanac
President

Subscribed and sworn to before me
This 16th day of December, 2011.


Carol A. Blohowiak

[Stamp of Notary]

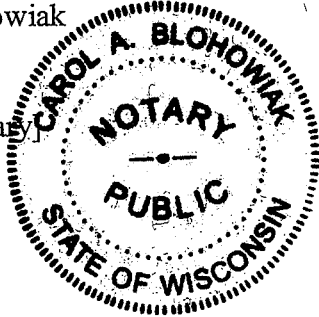


Exhibit 1

Directors:

William J. Guc
Integrys Energy Group, Inc.
700 North Adams
P.O. Box 19001
Green Bay WI. 54307
(920) 433-2639

Mark A. Radtke
Integrys Energy Group, Inc.
700 North Adams
P.O. Box 19001
Green Bay WI. 54307
(920) 617-6053

Joseph P. O'Leary
Integrys Energy Group, Inc.
700 North Adams
P.O. Box 19001
Green Bay WI. 54307
(920) 433-1463

Charles A. Schrock
Integrys Energy Group, Inc.
130 E Randolph
Chicago, IL 60601
(312) 228-5420

James F. Schott
Integrys Energy Group, Inc.
700 North Adams
P.O. Box 19001
Green Bay WI. 54307
(920) 433-1350

Phillip M. Mikulsky
Integrys Energy Group, Inc.
700 North Adams
P.O. Box 19001
Green Bay WI 54304
(920) 433- 1448

William D. Laakso
Integrys Energy Group, Inc.
700 North Adams
P.O. Box 19001
Green Bay WI 54304
(920) 433- 6993

Daniel J. Verbanac
Integrys Energy Services, Inc.
1716 Lawrence Drive
DePere WI. 54115
(920) 617-6058

Exhibit 1

Officers¹:

Daniel J. Verbanac
President
Integrus Energy Services, Inc.
1716 Lawrence Drive
DePere WI. 54115
(920) 617-6058

Richard J. Bissing
Senior Vice President
Integrus Energy Services, Inc.
1716 Lawrence Drive
DePere WI. 54115
(920) 617-6015

William J. Guc
Treasurer
Integrus Energy Group, Inc.
700 North Adams
P.O. Box 19001
Green Bay WI. 54307
(920) 433-2639

Barth J. Wolf
Secretary
Integrus Energy Group, Inc.
700 North Adams
P.O. Box 19001
Green Bay WI. 54307
(920) 433-1727

Leonard G. Caro
Vice President
Integrus Energy Services, Inc.
2211 Old Earhart Rd
Suite 175
Ann Arbor, MI 48105
(734) 761-2301

Ronnie E. Cardwell
Vice President
Integrus Energy Services, Inc.
1716 Lawrence Drive
DePere, WI 54115
(920) 617-6216

Craig A. Vanderwerff
Controller
Integrus Energy Services, Inc.
1716 Lawrence Drive
DePere WI. 54115
(920) 617-6204

Dane E. Allen
Assistant Secretary
Integrus Energy Group, Inc.
700 North Adams
P.O. Box 19001
Green Bay WI 54307
(920) 433-2632

¹ There is a general fax number for our DePere headquarters of 920-617-6070 which is used by all above listed employees.

State of New Hampshire

Department of State

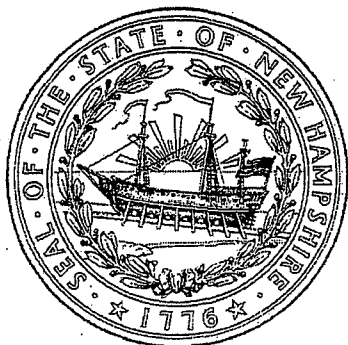
AMENDED CERTIFICATE OF AUTHORITY OF

WPS Energy Services, Inc.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of WPS Energy Services, Inc. for an Amended Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Amended Certificate of Authority to Integrys Energy Services, Inc. and attaches hereto a copy of the Application for such Amended Certificate.

Business ID#: 546862



IN TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of February, 2007 A.D.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE

Filing fee: \$35.00
Use black print or type.

Form No. 42
RSA 293-A:15.04

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY
FOR PROFIT FOREIGN CORPORATION

TO THE SECRETARY OF STATE OF THE STATE OF NEW HAMPSHIRE

PURSUANT TO THE PROVISIONS OF THE NEW HAMPSHIRE BUSINESS CORPORATION ACT, THE UNDERSIGNED CORPORATION HEREBY APPLIES FOR AN AMENDED CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN NEW HAMPSHIRE AND FOR THAT PURPOSE SUBMITS THE FOLLOWING STATEMENT:

FIRST: The name of the corporation is: WPS Energy Services, Inc.

SECOND: The name the corporation is currently using in the state of New Hampshire is: WPS Energy Services, Inc.

THIRD: The state or country of incorporation is: Wisconsin

FOURTH: The date the corporation was authorized to transact business in the state of New Hampshire is: November 4, 2005

FIFTH: This application is filed for the following reason (complete all applicable items)

a. The corporation has changed its corporate name to: _____

Integrus Energy Services, Inc.

b. The name the corporation will hereafter use in the state of New Hampshire is changed to: _____ (Note 1)

c. The corporation has changed its period of duration to: _____

No Change

d. The corporation has changed the state or country of its incorporation to: No Change

Dated February 21, 2007

WPS Energy Services, Inc. (Note 2)

By *Barth J. Wolf* (Note 3)
Signature of its Secretary

Barth J. Wolf

Print or type name

920-433-1727

Phone Number

bjwolf@wpsr.com

Email Address

State of New Hampshire

Form 42 - Application for Amended Certificate of Authority 2 Page(s)

Mail fee and DATED AT
GOOD STANDING ISSUED
Corporation Division,
NH 03301-4989.



T0705945046

L EXISTENCE OR
te 4) to:
Concord,
42 Pg 2 V-1.0 3/05

United States of America
State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS
Division of Corporate & Consumer Services



To All to Whom These Presents Shall Come, Greeting:

I, RAY ALLEN, Deputy Administrator, Division of Corporate & Consumer Services, Department of Financial Institutions, do hereby certify that

INTEGRYS ENERGY SERVICES, INC.

is a domestic corporation or a domestic limited liability company organized under the laws of this state and that its date of incorporation or organization is October 12, 1994.

I further certify that said corporation or limited liability company has, within its most recently completed report year, filed an annual report required under ss. 180.1622, 180.1921, 181.1622 or 183.0120 Wis. Stats., and that it has not filed articles of dissolution.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on February 26, 2007.

A handwritten signature in black ink, appearing to be "Ray Allen".

RAY ALLEN, Deputy Administrator
Division Of Corporate & Consumer Services
Department of Financial Institutions

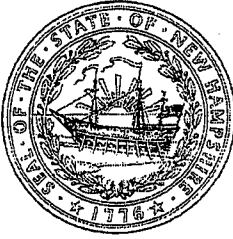
Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

DFI/Corp/33

To validate the authenticity of this certificate

Visit this web address: <http://www.wdfl.org/apps/ccs/verify/>

Enter this code: 36163-9CB3D864



State of New Hampshire

Department of State

Corporation Division
107 North Main Street
Concord, N.H. 03301-4989
603-271-3246



Enclosed is your certificate. It acknowledges this office's receipt and processing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 546862



| | |
|--------------------------|------------------------|
| Customer#: [REDACTED] | Amount Due: \$1,735.29 |
| Invoice#: [REDACTED] | Date Due: 12/09/2011 |
| Invoice Date: 11/29/2011 | |
| Amount Enclosed: | |

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

INTEGRYS ENERGY SERVICES INC
PO BOX 19046
GREEN BAY WI 54307-9046

1020000018400795018 9000173529

7400001

| |
|---------------------------|
| Customer # : [REDACTED] |
| Invoice # : [REDACTED] |
| Invoice Date : 11/29/2011 |

In case of emergency, contact your local utility.
For Billing Inquiries Contact Integrys Energy Services 603-263-6906

| MONETARY ACTIVITY | | | |
|---|---------------------------------|--|--------------|
| | Beginning Balance | | \$2,023.48 |
| 11/16/2011 | Payment Received | | - \$2,023.48 |
| 11/29/2011 | Billing | | \$1,728.21 |
| 11/29/2011 | Late Payment Charge | | \$7.08 |
| 11/29/2011 | Total Balance Due By 12/09/2011 | | \$1,735.29 |
| Please return the stub with your payment. | | | |

Thank you for your prompt payment. A finance charge of 1.5% per month will be assessed on all past due invoices.

Thank you for choosing Integrys Energy Services Inc. as your electric supplier.

| SUMMARY GROUP 1 INVOICE SUMMARY | | | | |
|---------------------------------|------------|-------------------|-------------------|--------------|
| Service Location | LDC Acct # | Service Period | Total Volumes/kWh | Total Amount |
| [REDACTED] | [REDACTED] | 10/18/11-11/17/11 | 21,800.00 | \$1,728.21 |
| Invoice Total | | | 21,800.00 | \$1,728.21 |



Customer #: [REDACTED]
 Account #: [REDACTED]
 Invoice #: [REDACTED]
 Invoice Date: 11/29/2011

7400002

In case of emergency, contact your local utility.
 For Billing Inquiries Contact Integrys Energy Services 603-263-6906

| INVOICE DETAIL - [REDACTED] | | | |
|--|--------------------------|--|-------------------|
| PSNH # [REDACTED] - RDS (Retail Delivery Service) - Commercial and Industrial < 1000KW | | | |
| Integrys Energy Charges | | | |
| Energy-Metered Usage | 21,800.0 kWh | | |
| Distribution Losses | 1,375.6 kWh @ 0.00 | | \$0.00 |
| Energy - Market Price | 23,175.6 kWh @ 0.0398363 | | \$923.23 |
| Energy-Adder | 23,175.6 kWh @ 0.034734 | | \$804.98 |
| Sub Total | | | \$1,728.21 |
| Sales Tax Exempt | \$1,728.21 | | |
| Total Integrys Energy Charges | | | \$1,728.21 |

| METER DETAIL | | | | | | | | |
|--------------------|-----------------------|------|---------------|-----------------|----------|-----------|------------|---------------|
| Utility Acct Meter | Service Period | Days | Prior Reading | Current Reading | Constant | Usage | Usage Type | Usage Per Day |
| | 10/18/2011-11/17/2011 | 31 | 0 A | 0 A | 1 | 21,800.00 | kWh Total | 703.23 |

A - Actual Read

E - Estimated Read

AVERAGE DAILY USE
 AVERAGE TEMPERATURE

CURRENT: 703.23
 CURRENT: 42° F

LAST YEAR: 1,142.86
 LAST YEAR: 42° F

POWER SALE AGREEMENT

This Power Sale Agreement ("Agreement"), dated as of _____ (the "Effective Date"), is made by and between **Integrus Energy Services, Inc.** ("Seller") and _____ ("Buyer"). Seller and Buyer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties". Capitalized terms used herein will have the meanings ascribed to them herein or in any Rider or Confirmation.

I. PRICE, QUANTITY, DELIVERY POINT, ACCOUNTS, SERVICE LEVEL, AND DELIVERY PERIOD

Seller agrees to sell and schedule for delivery, and Buyer agrees to purchase and receive electricity and, as applicable, capacity, ancillary services, and other components (collectively "Energy") at the Delivery Point, in a Quantity, at a Price, for the Accounts and Delivery Period as provided on any effective Confirmation. A Confirmation shall be "effective" for purposes of this Agreement when it has been fully executed by the Parties. Energy shall be provided on a Firm basis. "Firm" means that either Party shall be relieved of its obligations to sell and schedule or purchase and receive without liability only to the extent prevented by Force Majeure (as defined in Section VIII hereof). If no effective Confirmation is in effect, there shall be no obligation to sell and schedule or purchase and receive Energy under this Agreement.

II. TERM

This Agreement shall commence as of the Effective Date and remain in effect, subject to termination rights provided for herein, until terminated by either Party in a manner that is not inconsistent with an effective Confirmation. Notwithstanding the Effective Date of this Agreement, the obligations to sell and schedule and purchase and receive Energy shall be in accordance with the Delivery Period designated on any effective Confirmation. Notwithstanding anything to the contrary, termination of this Agreement by a Party will in no way affect (a) the obligations of the Parties with respect to effective Confirmations already entered into, which shall survive according to their terms along with all provisions of this Agreement (as they may apply) unless such Confirmations have been terminated pursuant to this Agreement, and (b) shall not relieve the other Party from an obligation under this Agreement to pay money due that was incurred prior to termination (including without limitation Early Termination Damages).

III. CHANGES IN TARIFF OR LAW

Seller's charges include tariff charges that are set forth by the applicable utility, transmission provider, Regional Transmission Organization ("RTO") or Independent System Operator ("ISO") (e.g. Midwest ISO, New York ISO, PJM Interconnection, or ISO New England, or any successors to such entities having jurisdiction), the Federal Energy Regulatory Commission ("FERC"), and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup, (i) any increase or decrease in such tariff charges or (ii) other increase or decrease in Seller's cost to provide Energy that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Any such addition to or increase in costs shall be Buyer's obligation.

IV. BILLING AND PAYMENT

A. **Utility Single Bill Billing** If an effective Confirmation

indicates that 'Utility Single Bill Billing' will apply, Buyer will be invoiced for Seller's charges and the utility's delivery charges by the utility(ies) on the invoice(s) Buyer receives from its utility(ies), and such billing and payment shall be subject to the applicable utility rules regarding billing and payment procedures. Notwithstanding the election of 'Utility Single Bill Billing' on any effective Confirmation, any of Seller's charges or credits not invoiced through the utility shall be invoiced or credited, respectively, directly by Seller, in accordance with Section IV(B).

B. **Seller Billing** If an effective Confirmation indicates that 'Seller Billing' will apply, Buyer will be invoiced by Seller for Seller's charges payable by Buyer through the last day of the billing cycle, and Buyer will be invoiced for the utility's delivery charges by its applicable utility(ies). Seller's invoice may be sent to the address (or facsimile number or e-mail address, as applicable) listed on an effective Regional Rider, Confirmation or otherwise. Seller may invoice Buyer based upon the estimated quantity delivered, which will be adjusted to the actual quantity on a subsequent invoice. Buyer shall make payments according to invoice instructions and shall pay invoices over \$50,000 by wire transfer or ACH. Buyer shall remit the amount due on or before 10 calendar days after the invoice date ("Due Date"). Payments not received by the Due Date are deemed past due and shall accrue interest on the unpaid balance from the due date until payment is received at a rate of 1.5% per month ("Interest Rate"), provided that such rate does not exceed the maximum rate allowed by law, compounded daily from the Due Date until the same is paid. If Buyer, in good faith, disputes the amount of any invoice, Buyer shall pay such amount as it concedes to be correct by the Due Date and, along with its payment, provide Seller with documentation to support the amount disputed. Upon determination of the correct amount, any amount owed shall be paid within 15 calendar days of resolution of the dispute with interest at the Interest Rate. All invoices and billings are conclusively presumed final and accurate unless such invoices or billings are objected to by either Party in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, Seller may rebill based on post-period audits or adjustments made by the Authorized Entity. Any and all adjustments under this Section IV(B) shall be paid in full by the owing Party within 30 calendar days after the invoice date for such charges. In the event the owing Party fails to make payment in accordance with this Section IV(B), the owing Party shall also be responsible for all reasonable costs of collection, including attorneys' fees.

C. **Seller Single Bill Billing** If an effective Confirmation indicates that 'Seller Single Bill Billing' will apply, then Buyer will be invoiced for Seller's charges and the utility's delivery charges by Seller on the invoice(s) Buyer receives from Seller, and such billing and payment shall be subject to Section IV(B) above.

D. **Taxes** Any tax levied against Seller by any governmental entity, exclusive of Seller's income tax or taxes

levied on Seller's real or personal property, that must be paid by Seller shall be passed through to and borne and reimbursed by Buyer. If Seller does not receive a signed certificate(s) of exemption, Seller is required by law to levy sales tax on its invoices to Buyer, and remit the money to the appropriate authority.

V. ADEQUATE ASSURANCE

Buyer (i) agrees to provide Seller with required information, including pertinent financial information and other information required for Seller to assess Buyer's financial position, and (ii) authorizes the applicable utility, credit reporting agencies, trade references, and other relevant parties to release data to Seller relating to Buyer's billing, usage, and credit data with such authorization enduring for the term of this Agreement. If Seller concludes in its sole discretion that reasonable grounds for insecurity of Buyer's payment exist, Buyer will provide Adequate Assurance within 3 business days of Seller's request. "Adequate Assurance" means sufficient security in a form, amount, from an issuer, and for a term, all as acceptable to Seller.

VI. DEFAULT, REMEDIES, SETOFF

A. **Events of Default** "Event of Default" means (i) Buyer fails to provide Adequate Assurance to Seller pursuant to Section V; (ii) Buyer fails to pay amounts, not otherwise disputed in good faith, by Due Date; (iii) either Party makes an assignment or any general arrangement for the benefit of creditors; (iv) either Party defaults in any payment obligation to the other Party; (v) either Party defaults in any material payment obligation to any of its creditors; (vi) either Party files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or causes under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it; (vii) either Party otherwise becomes bankrupt or insolvent (however evidenced); (viii) either Party is unable to pay its debts as they fall due; (ix) either Party terminates this Agreement and/or any effective Confirmation (or service to certain Accounts under a Confirmation) during the Delivery Period of an effective Confirmation for any reason except for a termination resulting from an Event of Default committed by the other Party; (x) Seller fails to sell and schedule for delivery, or Buyer fails to purchase and receive Energy in accordance with any effective Confirmation, and such failure is not otherwise excused due to Force Majeure or the other Party's nonperformance; (xi) any representation or warranty made by a Party herein is false or misleading in any material respect on the Effective Date or at any time during the term of this Agreement; or (xii) either Party fails to perform any material covenant or obligation set forth in this Agreement or any effective Confirmation (except to the extent such failure is excused or constitutes a separate Event of Default).

B. **Remedy** With respect to any Delivery Period set forth on an effective Confirmation, if either Party commits an Event of Default (the "Defaulting Party"), then the Party not committing the Event of Default ("Non-Defaulting Party") shall have the right to suspend service and/or terminate this Agreement and the applicable Confirmation (or all Confirmations if more than one) and the Defaulting Party shall pay and the Non-Defaulting Party shall be entitled to, as its exclusive remedy, early termination damages arising out of the Event of Default as reasonably calculated by Seller ("Early Termination Damages"). If Seller commits an Event of

Default and the price for replacement Energy, including any associated costs reasonably incurred by Buyer in obtaining replacement Energy, is higher than the amount the Buyer would have paid under the applicable Confirmation (including energy, capacity, and other components), then Seller shall pay Buyer Early Termination Damages in the amount of such positive difference multiplied by the remaining quantity for which a fixed price, or fixed price component, was established. If Buyer commits an Event of Default and the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, less any associated costs reasonably incurred by Seller, is less than the amount that would have been paid under the applicable Confirmation, then Buyer shall pay Seller Early Termination Damages in the amount of such positive difference multiplied by the remaining quantity for which a fixed price, or fixed price component, was established. Unless a fixed quantity appears on the applicable Confirmation, for the purposes of determining the "remaining quantity" in calculating Early Termination Damages, Seller's forecasted quantity for the remaining portion of the Delivery Period(s) shall be used, with such forecasted quantity being derived by Seller from the Account(s)' historical usage as of the date of the Confirmation). In determining the price at which Seller could re-sell the power, Seller may consider quotations for replacement transactions supplied by one or more third parties and relevant market data supplied by one or more third parties or internal sources, provided that information from internal sources must be of the same type used by Seller in the regular course of its business for the valuation of similar transactions. Seller shall act in good faith and in a commercially reasonable manner when determining the price at which power could have been resold. **The Parties expressly acknowledge that upon an Event of Default, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty.** Notwithstanding the election of 'Utility Single Bill Billing' on any effective Confirmation, Seller may invoice Buyer directly for Early Termination Damages owed by Buyer. Payment for Early Termination Damages shall be due within 5 days of the invoice date for said Damages. In the event the owing Party fails to pay Early Termination Damages in accordance with the previous sentence, the owing Party shall be responsible for interest at the Interest Rate (compounded daily from the date such Early Termination Damages are due until the same are paid) and all reasonable costs of collection, including attorneys' fees.

C. **Setoff** Without limiting its rights under this Agreement, a Non-Defaulting Party may setoff any and all amounts that the Defaulting Party owes to it (whether under this Agreement, any effective Confirmation or otherwise and whether or not then due) against (i) any or all amounts it owes the Defaulting Party or (ii) any security or other collateral posted by the Defaulting Party for the benefit of the Non-Defaulting Party. This Section VI(C) shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract, or otherwise).

VII. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANY PROVISION OF THIS

AGREEMENT TO THE CONTRARY, NEITHER BUYER NOR SELLER NOR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES), SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY OR TO ITS PARENTS, PARTNERS, OWNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, OR TO ANY OF THEIR RESPECTIVE INSURERS, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANYTHING DONE IN CONNECTION HERewith, IRRESPECTIVE OF WHETHER SUCH CLAIMS OR DAMAGES ARE BASED UPON BREACH OF WARRANTY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE, WHETHER OF SELLER, BUYER OR OTHERS), STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Seller has no control or liability for matters within the control of the utility or the ISO/RTO controlled grid, which include maintenance or operation of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings.

VIII. FORCE MAJEURE

A Party shall not be considered to be in default in the performance of its obligations under this Agreement or any effective Confirmation if its ability to perform was prevented by Force Majeure. For purposes of this Agreement and any effective Confirmation, Force Majeure means an event which prevents one Party from performing its obligations hereunder, which event was not (i) within the reasonable control of, or (ii) the result of the negligence of, the claiming Party, and which, by the exercise of due diligence, the claiming Party is unable to overcome or avoid. Force Majeure shall include, without limitation: a condition resulting in the curtailment or disruption of firm Energy supply or the transmission on the electric transmission and/or distribution system; restraint by court order; any action or non-action by, or the inability to obtain necessary authorizations or approvals from any Authorized Entity; or a Force Majeure event experienced by an Authorized Entity. Force Majeure shall not include loss or failure of either Party's markets or supplies. Force Majeure shall not excuse Buyer's failure to make payments in a timely manner for Energy supplied by Seller before a Force Majeure event, or during a Force Majeure event, provided any Energy is delivered and received pursuant to the terms of this Agreement and any effective Confirmation. The claiming Party must provide the other Party with written notice of the Force Majeure as soon as practicable, which notice shall contain reasonably full particulars of the Force Majeure, including the estimated duration. Further, if the Force

Majeure event extends beyond 30 days, the non-claiming Party may terminate the Confirmations with respect to the Account(s) affected by the Force Majeure upon written notice to the other Party.

IX. NOTICES

All notices required pursuant to this Agreement may be sent by facsimile, a nationally recognized overnight courier service, first class mail, certified mail return receipt requested, or hand delivery, in accordance with the information provided in any effective Confirmation or Rider, which information may be updated in writing by a Party from time to time. Notice shall be deemed effective when received, if received on a business day during recipient's normal business hours. If not received on a business day, or if received after normal business hours on a business day, then notice shall be deemed effective as of the next business day. Subject to the foregoing, in the absence of proof of the actual receipt date, the following presumptions will apply: Notices sent by facsimile shall be deemed received upon the sending Party's receipt of its facsimile machine's confirmation of successful transmission. Notice by overnight mail or courier shall be deemed received on the next business day after it was sent, or such earlier time as is confirmed by the receiving Party. First class mail is deemed received 5 business days after mailing.

X. REPRESENTATIONS AND WARRANTIES

As of the Effective Date hereof and the date of any effective Confirmation, (a) each Party represents and warrants to the other that (i) it is duly organized and validly existing under the laws of the State of its incorporation/organization, (ii) is qualified to do business and is in good standing in the State where the facility receiving Energy under any Confirmation is located, (iii) it has all requisite power and authority under its organizational instruments and otherwise to execute, deliver, and perform its obligations under this Agreement and any effective Confirmation, (iv) this Agreement and any effective Confirmations have been or will be duly executed and delivered, (v) it has reviewed, understands, and accepts the terms, conditions, and risks of this Agreement and any effective Confirmation, (vi) it has made its own independent decisions to enter this Agreement and any effective Confirmations and its decisions are based on its own judgment and upon advice from advisors as it has deemed necessary, and (vii) each Party represents and warrants that it is entering into this Agreement and any effective Confirmation as principal and not as agent or in any other capacity, fiduciary or otherwise, and (b) Buyer represents and warrants to Seller that (i) it is in compliance with all material terms of its bank and debt covenants (as applicable), (ii) it is not in default under the terms of any material contracts to which it is a party, and (iii) it understands that any corresponding futures hedge referenced by Seller is owned by Seller for Seller's price protection and that no representation has been made by Seller that a position in futures is held by Seller for Buyer's benefit. By signing below, each individual additionally warrants that he or she is authorized to sign this Agreement, any Regional Riders and any Confirmation on behalf of the Party for which it was executed and is authorized to act under any effective Confirmation and for the Account(s) listed thereon.

XI. MISCELLANEOUS

If the terms of any effective Confirmation modify, change or otherwise conflict with any provisions of this Agreement, the terms of the Confirmation shall govern. This Agreement and any Confirmation may be executed and delivered in counterparts (including by facsimile transmission or electronic reproduction and transmission), each of which will be deemed an original and all of which constitute one and the same instrument. Title to the Energy shall transfer at the Delivery Point identified on any effective Confirmation. As necessary, Buyer hereby appoints Seller its agent for the purposes of effectuating delivery. There are no third party beneficiaries to the Agreement or any effective Confirmation and none are intended by the Parties. This Agreement and any effective Confirmation shall be binding upon and inure to the benefit of the respective heirs, representatives, successors, and assigns of the Parties hereto, and shall not be assigned or transferred by either Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, Buyer and Seller each may assign this Agreement and any effective Confirmation to its parent, affiliate, subsidiary, or successor to all or a material portion of its assets (such as an identifiable market), without the other Party's consent as long as notice is provided and the assigning Party retains liability for the obligations hereunder. THIS AGREEMENT AND ALL DISPUTES ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE WHERE A FACILITY RECEIVING ENERGY UNDER THE AGREEMENT IS LOCATED WITHOUT REGARD TO THE LAWS OF SUCH STATE REQUIRING THE APPLICATION OF THE LAWS OF ANOTHER STATE, AND FEDERAL LAW, AS APPLICABLE. Any waiver of the requirements or provisions of this Agreement or any effective Confirmation must be in writing in order to be effective. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right hereunder shall not be construed as a waiver of such requirement or provision or a relinquishment of such right. This Agreement, including any effective Confirmations, Amendments and/or Riders, as applicable, constitutes the complete agreement reached between the Parties and shall not be changed unless mutually agreed to in a writing signed by both of the Parties, except as may otherwise be provided herein. All prior agreements, understandings and representations, whether consistent or inconsistent, oral or written, between the Parties are merged into and superseded by this Agreement and any effective Confirmation. The Parties acknowledge and agree that (i) this Agreement and any effective Confirmation

constitute a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (ii) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (iii) the rights set forth under Section VI herein constitute contractual rights "to liquidate, terminate, or accelerate" within the meaning of Section 556 of the Bankruptcy Code and "to terminate, liquidate, accelerate or offset" within the meaning of Section 561 of the Bankruptcy Code, (iv) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, (v) each Party agrees to waive and not to assert the applicability of Section 366 of the Bankruptcy Code in any bankruptcy proceeding wherein such Party is a debtor, (vi) each Party further agrees to waive the right to assert that the other Party is a provider of last resort, (vii) all payments made or to be made by one Party to the other Party under this Agreement with respect to the forward contracts constitute "settlement payments" and/or "margin payments" within the meaning of the Bankruptcy Code, and (viii) amounts transferred as security pursuant to Section V of this Agreement constitute "margin payments" within the meaning of the Bankruptcy Code. Each Party consents to the recording of telephonic conversations with respect to transactions under this Agreement without further notice and agrees to provide its employees notice of such recording that may be required by applicable law, regulation or tariff. In the event of a service outage, downed wire or other electric emergency, Buyer should contact the applicable utility. The terms, provisions or conditions of any purchase order or other business form or written authorization used by Buyer will have no effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of Seller to object to those terms, provisions or conditions. The sale of Energy herein is subject to all applicable federal and state laws, orders, rules and regulations and to FERC rules and regulations or successor agency having jurisdiction. Either Party shall have the right to contest any such law, ordinance, order, rule, or regulation. If any provision in this Agreement is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision or covenant of this Agreement.

XII. REGIONAL REQUIREMENTS

Regional requirements are set forth on the Regional Rider(s), if applicable. If the terms in a Regional Rider modify, change or otherwise conflict with any provisions of this Agreement, the terms of the applicable Regional Rider shall govern.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the dates set forth below. This Agreement is not valid until signed by both Parties.

Seller: Integrys Energy Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Buyer:

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT B**REGIONAL RIDER****New Hampshire**

This Regional Rider is made a part of, and pursuant to terms of, the Power Sale Agreement (the "Agreement"), between Integrys Energy Services, Inc. and Buyer identified herein.

Dispute Resolution

In the event of a dispute, Buyer should contact Seller's customer service department at 800-536-1349 to discuss the complaint. If the matter is not resolved or for other questions, Buyer may contact the New Hampshire Public Utilities Commission (NH PUC) by calling its Consumer Affairs Division at 1-800-852-3793 Monday through Friday between 8:00 a.m. and 4:30 p.m, or by writing to the NH PUC at Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord NH 03301-2429.

Additional Representation of Buyer

Buyer represents and warrants that Buyer shall have a normal maximum demand threshold of greater than 100 kilowatts.

Termination Notice

Seller shall provide Buyer with at least five (5) days written notice before Seller terminates this Agreement.

By signing below, Buyer acknowledges it has reviewed this Regional Rider.

Buyer: _____

By: _____

Title: _____

Date: _____

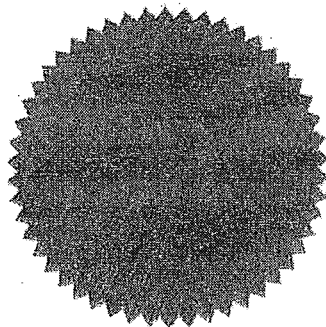
Public Service of New Hampshire Certificate of Completion

is hereby granted to:

WPS Energy Services, Inc.

to certify that they have completed to satisfaction

**EDI Testing
Supplier Training**



Granted: March 24, 2006

Catalina J. Celentano, Supplier Services Analyst

CERTIFICATE OF COMPLETION

Awarded to:

WPS Energy Services, Inc.

*This certificate of completion acknowledges that you have completed EDI system testing with
National Grid in New Hampshire.*

3/8/06

Date

Kathleen S. Yetman

Kathleen S. Yetman

CERTIFICATE OF COMPLETION

This is to certify that a Representative of

WPS Energy

has attended and successfully completed the

EDI TESTING

Given this *8th* Day of *March, 2006*

UES New Hampshire

Host Utility Coordinator



ORIGINAL

David T. Doot
Secretary

April 27, 2000

FILED
OFFICE OF THE SECRETARY

00 APR 28 PM 3:04

FEDERAL ENERGY
REGULATORY
COMMISSION

VIA OVERNIGHT COURIER

The Honorable David P. Boergers
Secretary
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, DC 20426

ER00-2340-000

Re: New England Power Pool FERC Docket No. ER00-____-000
NEPOOL Member Application - WPS Energy Services, Inc.

Dear Secretary Boergers:

Pursuant to Section 205 of the Federal Power Act and Part 35 of the Commission's Regulations, the New England Power Pool ("NEPOOL") Participants Committee hereby files an original and six (6) copies of a signature page, executed by WPS Energy Services, Inc. ("WPS"), of the New England Power Pool Agreement, dated as of September 1, 1971, as amended ("NEPOOL Agreement"). This signature page, which is Attachment 1 to this letter, is submitted in order to expand NEPOOL membership to include WPS.

The NEPOOL Participants Committee requests that WPS be accepted by the Commission for membership in NEPOOL effective as of July 1, 2000. WPS has indicated that it will participate in New England's bulk power market as a "load aggregator" (an entity that purchases at wholesale electric energy and capacity for resale to retail customers and resells such energy and capacity to retail customers in New England) and a "power marketer" (an entity that purchases as a principal or as a principal and a broker at wholesale electric energy and capacity for resale to wholesale customers and resells such energy and capacity to wholesale customers in New England). NEPOOL notes that WPS filed materials for engaging in power marketing activities under market rates, and those materials were accepted by the Commission in Docket No. ER96-1088-000.

The NEPOOL Participants Committee has, in accordance with the provisions of the NEPOOL Agreement, reviewed the application materials submitted by WPS and approved WPS for membership in NEPOOL. Accordingly, the following materials are submitted herewith for filing:

- The counterpart signature page to the NEPOOL Agreement executed by WPS (Attachment 1);

FERC DOCKETED

APR 28 2000

H+

New England Power Pool - c/o Day, Berry & Howard LLP - CityPlace - Hartford, CT 06103-3499 - (860) 275-0102

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The Honorable David P. Boergers
April 27, 2000
Page 2

- A letter from NEPOOL to WPS dated April 24, 2000, confirming the approval of WPS's application for membership, and WPS's acceptance of the conditions and waivers by countersignature dated April 24, 2000 (Attachment 2);
- A list of NEPOOL Participant Committee members and alternates to which a copy of this filing has been sent electronically in accordance with the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure, 18 C.F.R. § 385.2010, and Section 21.13 of the NEPOOL Agreement; (Attachment 3);
- A list of governors and utility regulatory agencies in Maine, New Hampshire, Vermont, Massachusetts, Rhode Island and Connecticut to which a copy of this filing has been sent (Attachment 4); and
- A draft form of notice, suitable for publication in the Federal Register (Attachment 5), and a diskette containing this form of notice.

The materials filed herewith do not change the NEPOOL Agreement as previously filed with the Commission, other than to make WPS an additional Participant in NEPOOL. Therefore, no comparisons of the transactions and revenues or cost data are submitted. No estimates of future transactions and revenues relating to participation by WPS in NEPOOL are submitted because they cannot be made with any reasonable accuracy. Because WPS intends to engage in the business of a load aggregator and a power marketer, existing facilities are sufficient for service to WPS. No additional facilities are to be installed or modified by the Participants in order for WPS to engage in load aggregating and power marketing functions under the NEPOOL Agreement.

Correspondence and communications regarding this filing should be addressed as follows:

Patrick M. Gerity, Esq.
Counsel, NEPOOL Participants
Committee
Day, Berry & Howard LLP
CityPlace I
Hartford, CT 06103-3499
Tel: 860-275-0533
Fax: 860-275-0343

Aimee Smith
NEPOOL Membership Coordinator
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Tel: 413-535-4125
Fax: 413-535-4109

The Honorable David P. Boergers
April 27, 2000
Page 3

Please acknowledge receipt of this filing by date stamping and returning the extra copy of this filing in the pre-addressed, postage prepaid envelope included with this package.

Respectfully submitted.

NEPOOL PARTICIPANTS COMMITTEE

By: David T. Doot / pmg
David T. Doot
Secretary

DTD/PMG/ckj
Enclosures

cc: WPS Energy Services, Inc.
Entities listed on Attachments 3 and 4

ATTACHMENT 1

**WPS ENERGY SERVICES, INC.
COUNTERPART SIGNATURE PAGE**

COUNTERPART SIGNATURE PAGE
NEW ENGLAND POWER POOL AGREEMENT

IN WITNESS WHEREOF, the undersigned has caused this counterpart signature page to the New England Power Pool Agreement, being dated as of September 1, 1971, as amended, to be executed by its duly authorized representative as of April 13, 2000
(please insert date)

WPS Energy Services, Inc.

By: Daniel J. Verbanac

Name: Daniel J. Verbanac

Title: Vice President

Company: WPS Energy Services, Inc

Address: 677 Baeten Road

Green Bay, WI 54304

CORPORATE GUARANTY

This Corporate Guaranty (this "Guaranty") is entered into March 4th, 2011 by Integrys Energy Group, Inc., a Wisconsin corporation (its successors and assigns, the "Guarantor"), in favor of New Hampshire Public Utility Commission (herein together with its successors and assigns, "Guaranteed Party").

WHEREAS, Integrys Energy Services, Inc., is a Wisconsin corporation and is a wholly owned subsidiary of Guarantor (herein together with its successors and assigns, "Obligor"); and

WHEREAS, Obligor is providing the Guaranteed Party with this guaranty under the New Hampshire Public Utility rules for Competitive Electric Power Suppliers.

WHEREAS, as consideration for the benefits that Guarantor will receive as a result of Obligor executing the Agreement with the Guaranteed Party, Guarantor is willing to guarantee Obligor's payment obligations under the terms of the Agreement, and Guarantor has all necessary corporate power and authority under its Certificate of Incorporation or its By-Laws and all applicable laws to enter into this Guaranty and to perform its obligations hereunder, and the execution, delivery and performance of this Guaranty by the Guarantor has been duly authorized by all necessary corporate action.

NOW, THEREFORE, for value received, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby unconditionally guarantees the payment of all indebtedness that now is or may hereafter become due and payable from Obligor to Guaranteed Party under the Agreement pursuant to the terms and conditions thereof and subject to the provisions of this Guaranty. Guarantor further promises to pay reasonable attorney's fees and costs incurred by the Guaranteed Party in enforcing such payment against Guarantor.

This Guaranty shall be a continuing guaranty of payment and not of collection. It shall remain in full force and effect until February 28th, 2012. However, Guarantor shall have the right to terminate this Guaranty by providing Guaranteed Party with thirty (30) days written notice. This Guaranty shall be revocable only with respect to liabilities occurring on or after the termination date of this Guaranty. Notwithstanding anything contained herein to the contrary, the maximum aggregate liability of Guarantor under this Guaranty is limited to the amount of three hundred fifty thousand dollars U.S. (\$350,000.00 U.S.).

Guarantor shall not be discharged or released from its obligations hereunder, by any proceeding, voluntary or involuntary, involving the bankruptcy, insolvency, receivership, reorganization, liquidation or arrangement of Obligor or by any defense which Obligor may have by reason of the order, decree or decision of any court or administrative body resulting from any such proceeding, including without limitation, the rejection of the Agreement as an executory contract.

The Guarantor waives notice of acceptance of this Guaranty and notice of all defaults or disputes with Obligor. The Guarantor, consents to and waives notice of all change of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, or any other form of obligation for Obligor's indebtedness, and the demand, protest, and notice of protest of such instruments or their endorsements.

The Guarantor reserves to itself all rights, setoffs, counterclaims and other defenses to which Obligor may have to payment of any indebtedness under the Agreement, other than (a) defenses arising from the bankruptcy or insolvency of Obligor, and (b) any other defenses expressly waived by Obligor in its contract with the Guaranteed Party or otherwise waived in this Guaranty.

Upon the failure of Obligor to pay any amount due and payable to Guaranteed Party under the Agreement, Guaranteed Party shall give written notice of such failure to Guarantor and Guarantor shall pay or cause to be paid the amount owed within five (5) business days.

Demands on Guarantor for payment under this Guaranty shall be in writing and delivered by certified mail, postage prepaid and return receipt requested, or by facsimile to:

Integrus Energy Group, Inc.
700 North Adams Street
Green Bay, WI 54301
Attn: William J Guc
Phone: (920) 433-2639
Fax: (920) 433-7653

Any notices by Guarantor to Guaranteed Party shall be in writing and delivered by certified mail, postage prepaid and return receipt requested or facsimile to:

New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429
Attn: Debra A. Howland
Phone: 603-271-2431
Fax: 603-271-3878

This Guaranty may not be assigned by either Party without the prior written consent of the other Party hereto; provided, however, that Guarantor may assign this Guaranty, in whole but not in part, upon written notice to Guaranteed Party in connection with a merger of Guarantor with and into another entity, the sale of all or substantially all of Guarantor's assets, or a corporate reorganization or recapitalization.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, DISREGARDING, HOWEVER, ANY CONFLICT OF LAWS PROVISIONS THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF SOME OTHER STATE, AND IS INTENDED TO BE PERFORMED IN ACCORDANCE WITH, AND TO THE EXTENT PERMITTED BY, SUCH LAWS. GUARANTOR AND GUARANTEED PARTY HEREBY WAIVE ALL RIGHTS TO A JURY TRIAL.

This Guaranty contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, agreements and guaranties between the parties relating thereto. Guaranteed Party agrees that any such prior guaranties are revoked and replaced by this Guaranty.

If any one or more provisions of this Guaranty shall for any reason or to any extent be determined invalid or unenforceable, all other provisions shall, nevertheless, remain in force and effective.

IN WITNESS WHEREOF, Guarantor has duly executed this Guaranty on this 4th day of March, 2011.

GUARANTOR: Integrus Energy Group, Inc.

By: 

Title: Vice President - Treasurer