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Admitted in NH & MA

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July 13, 2016

Debra A. Howland  
Executive Director and Secretary  
State of New Hampshire  
Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429

**DE 11-075**

**PNE Energy Supply LLC**

**Renewal Registration to Become a Competitive Electric Power Supplier**

Dear Ms. Howland:

Pursuant to Puc 2003.02 – Renewal Registration of Competitive Electric Power Suppliers, I am filing herewith an original and two copies of renewal registration application on behalf of PNE Energy Supply LLC.

I have included herewith a check in the amount of \$250.00 for the registration fee and I am sending an electronic copy of the application by email to the Executive Director.

Thank you for your attention to this matter.

Sincerely,

**/s/ James T. Rodier**

**DE 11-075**  
**PNE Energy Supply LLC**  
**Renewal Registration to Become a Competitive Electric Power Supplier**

Puc 2006.01 Form for Initial and Renewal 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, its website address;

**Name: PNE Energy Supply, LLC (NH Business ID 645161)**

**Trade Name: Power New England**

**Web Address: [www.powernewengland.com](http://www.powernewengland.com)**

2. The applicant's business address, telephone number, e-mail address, and website address, as applicable;

**Business Address: 5 Dartmouth Drive, Suite 301, Auburn NH 03032**

**Telephone Number: (603) 413 6602 and 888-669-1685**

**E-Mail Address: [Info@PowerNE.com](mailto:Info@PowerNE.com)**

**Web Address: [www.powernewengland.com](http://www.powernewengland.com)**

3. The applicant's place of incorporation, if anything other than an individual;

**New Hampshire (NH Business ID:645161)**

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;

**Name: Howard M. Plante**

**Title: President**

**Business Address: 5 Dartmouth Drive, Suite 301  
Auburn NH 03032**

**Telephone Numbers: (603)-413-6602 and 888-669-1685**

**E-Mail Address: [Howard.Plante@powernewengland.com](mailto:Howard.Plante@powernewengland.com)**

5. The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:

**Freedom Logistics d/b/a Freedom Energy Logistics LLC**

- a. The name, business address and telephone number of the entity;

**Freedom Logistics d/b/a Freedom Energy Logistics LLC  
5 Dartmouth Drive, Suite 301  
Auburn NH 03032**

- b. A description of the business purpose of the entity; and

**To provide broker and consultative services on energy procurement.**

- c. A description of any agreements with any affiliated New Hampshire utility;

**None**

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**Halifax-American Energy Company**

- a. The name, business address and telephone number of the entity;

**Halifax-American Energy Company  
5 Dartmouth Drive, Suite 301  
Auburn NH 03032**

- b. A description of the business purpose of the entity; and

**Retail Electricity and Gas marketer for South Jersey Energy**

- c. A description of any agreements with any affiliated New Hampshire utility;

**None**

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**Resident Power Natural Gas & Electric Solutions LLC**

- a. The name, business address and telephone number of the entity;

**Resident Power Natural Gas & Electric Solutions LLC**

**5 Dartmouth Drive, Suite 301  
Auburn NH 03032**

b. A description of the business purpose of the entity; and

**Electricity and natural gas aggregator as well as sale of other energy related products**

c. A description of any agreements with any affiliated New Hampshire utility;

**None**

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;

**Name: Megan McLaughlin**

**Business Address: 5 Dartmouth Drive, Suite 301  
Auburn NH 03032**

**Telephone Numbers: (603) 413-6602 and 888-669-1685**

**Email Address: info@powerne.com**

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

**Name: Megan McLaughlin**

**Business Address: 5 Dartmouth Drive, Suite 301  
Auburn NH 03032**

**Telephone Numbers: (603) 413 6602 and 888-669-1685**

**Email Address: info@powerne.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;

**Name: Fromuth, A Bartholomew, Esq.**

**Office Address: 5 Dartmouth Drive, Suite 301  
Auburn NH 03032**

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**

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;

**PSNH  
UNITIL  
LIBERTY  
NHEC**

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;

**All rate classes and rate schedules**

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

**Maine, New Hampshire, Massachusetts and Rhode Island**

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;

**See Attachment B**

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 of the applicant's principals have ever been convicted of any felony that has not been annulled by a court**

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;

**Neither the applicant nor any of the applicant's principals 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.**

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

**The NH PUC staff instituted a proceeding against PNE in February 2013 in connection with PNE's financial assurance default at the ISO-NE on February 17, 2013. Testimony and discovery provided by PNE as a result of that proceeding revealed PNE's default to be caused by short term cash flow challenges brought about by sustained price spikes in real time energy costs. PNE restored its status with the ISO in March 2013 and subsequently reached a settlement with the PUC in March 2013. In the settlement PNE's status as an operating competitive energy provider in NH was fully restored and no fines, sanctions or penalties were imposed on PNE.**

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;

**Neither the applicant nor any of the applicant's principals is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation**

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

**The NH PUC staff instituted a proceeding against PNE in February 2013 in connection with PNE's financial assurance default at the ISO-NE on February 17, 2013. Testimony and discovery provided by PNE as a result of that proceeding revealed PNE's default to be caused by short term cash flow challenges brought about by sustained price spikes in real time energy costs. PNE restored its status with the ISO in March 2013 and subsequently reached a settlement with the PUC in March 2013. In the settlement PNE's status as an operating competitive energy provider in NH was fully restored and no fines, sanctions or penalties were imposed on PNE.**

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(s) 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;

**Applicant does not intend to telemarket.**

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 utility's billing service for residential and small commercial customers.**

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

**A copy of each contract to be used for residential and small commercial customers is contained in Attachment C.**

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; and

**Applicant has the authority to file the application on behalf of the CEPS and its contents are truthful, accurate and complete.**

22. The signature of the applicant or its representative.

A handwritten signature in dark ink, appearing to read "Howard M. Plante", is written over a horizontal line.

**Howard M. Plante**

**Attachment A**

**Authorization to do Business in New Hampshire**

**Attachment B**

**List disclosing the number and type of customer complaints  
concerning the Applicant or its principals**

**Attachment C**

**Copy of each contract to be used for residential and small commercial customers**

# State of New Hampshire

Filing fee: \$50.00

Fee for Form SRA: \$50.00

Total fees \$100.00

Use black print or type.

Form must be single-sided, on 8 1/2" x 11" paper;  
double sided copies will not be accepted.

Form LLC-1  
RSA 304-C:12

## CERTIFICATE OF FORMATION NEW HAMPSHIRE LIMITED LIABILITY COMPANY

THE UNDERSIGNED, UNDER THE NEW HAMPSHIRE LIMITED LIABILITY COMPANY LAWS  
SUBMITS THE FOLLOWING CERTIFICATE OF FORMATION:

FIRST: The name of the limited liability company is PNE Energy Supply, LLC

SECOND: The nature of the primary business or purposes are the marketing of energy products and services (i.e. electricity and natural gas)

THIRD: The name of the limited liability company's registered agent is \_\_\_\_\_

A. Bartholomew Fromuth

and the street address, town/city (including zip code and post office box, if any) of its registered office is

(agent's business address) 392 Hooksett Rd. Suite 3, Auburn, NH  
03032

FOURTH: The latest date on which the limited liability company is to dissolve is perpetual

FIFTH: The management of the limited liability company is vested in a manager or managers.

SIXTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

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

Print or type name: A. Bartholomew Fromuth, Esq.

Title: Manager

(Enter "manager" or "member")

Date signed: 3/7/2011

\*Must be signed by a manager; if no manager, must be signed by a member.

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

Mail fees, DATED AND SIGNED ORIGINAL AND FORM  
of State, 107 North Main Street, Concord NH 03301-4989.

State of New Hampshire  
Form LLC 1 - Certificate of Formation 2 Page(s)



T1105744017

**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: PNE Energy Supply, LLC  
Business Address (include city, state, zip): 392 Hooksett Rd Suite 3, Auburn, NH 03032  
Telephone Number: 603 625 2244 E-mail: Bart.Frumuth@powernewengland.  
Contact Person: A. Bartholomew Frumuth  
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)]:**

1. ☒ Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL 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.
2. \_\_\_\_\_ 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 - \_\_\_\_\_.
3. \_\_\_\_\_ 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 - \_\_\_\_\_.
4. \_\_\_\_\_ This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

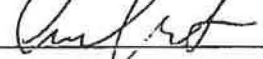
**Part III – Check ONE of the following items in Part III:**

1. \_\_\_\_\_ This business is not being formed in New Hampshire.
2. ☒ 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)

Name (print): <u>A. Bartholomew Frumuth</u>	Signature: <u></u>
	Date signed: <u>3/7/2011</u>
Name (print): _____	Signature: _____
	Date signed: _____
Name (print): _____	Signature: _____
	Date signed: _____



Date	Type	Customer	Account Num	Details	Resolved Date	Resolution
3/14/2016	Investigation	Hayner, Paul	56049241052	"The above customer claims he was slammed by PNE. Could you please provide me with the TPV and a copy of his terms and conditions? Thanks."	3/15/2016	Waive Early Termination Fee
3/14/2016	Investigation	Doyle, Douglas	56923301048	Eversource account # 56-923301048.  Mr. Doyle had PNE for supply through 11/20/15 at which time he returned to Eversource for default service. He then went to ENH Power as of 1/21/16. He says he was returned to PNE as of 3/12/16 (verified by supplier records at Eversource) without his authorization, or indeed without any input from him whatsoever. Can you provide any documentation that authorizes the switch to PNE?	3/15/2016	Waive Early Termination Fee
3/15/2016	Investigation	Brazier, Nancy & David	56627641079	This customer was with PNE from 3/18/15 through 2/9/16. They switched to North American Power (NAP) on 2/9/16 because they had reached the end of their agreement with PNE. They were contacted yesterday by NAP because NAP observed they were switched back to PNE on 3/11/16. Customer did not initiate this action. They had reached the end of their agreement and switched to another supplier. They called PNE to find out why they were switched and were told that they had received an email back in October informing them that if they did not renew their agreement by a certain date in October they would be switched back to PNE if they switched away. Customer claims they did not receive any email or mailed notification from PNE like this and claims they acted properly in switching to NAP, and fulfilled their agreement with PNE. They are asking to be allowed to leave PNE and return to NAP without penalty. Please advise PNE's position relative to this customer's request. Thank you for your attention to this matter.	3/15/2016	Waive Early Termination Fee

## PowerNE Business Electricity Supply Services Contract Terms and Conditions

Thank you for choosing PowerNE as your electric supplier for your business electricity account(s). Please find our terms and conditions below. **New Hampshire residents and business owners are advised that you have three (3) business days from electronic receipt of these terms and conditions to rescind this offer. If you have received these terms and conditions via regular hard copy mail, you have five (5) business days from the date of post mark to rescind via hard copy mail.**

**Customer Service:** For customer service questions, please call (603) 413-6602 or email [info@powerne.com](mailto:info@powerne.com).

This is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC d/b/a ("PowerNE"). PowerNE is a New Hampshire based Limited Liability Company, and is a registered Competitive Electricity Power Supplier ("CEPS") with the New Hampshire Public Utilities Commission ("PUC") under the name PNE Energy Supply, LLC, for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PowerNE directly, or retained the services of a registered aggregator who has signed with PowerNE on Customer's behalf.

PowerNE offers the Customer a new electricity supply rate only. Customer's current local utility company will continue to charge for costs associated with the Delivery Services portion of the utility bill which include transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. Customer's utility company is responsible for any and all issues not related to the cost of electricity supply including but not limited to power outages and meter malfunctions. In those cases, Customer should immediately contact their local utility company (i.e. Eversource). **See Local Utility Services section for more.**

PowerNE is neither responsible nor liable for any promises, assurances, guarantees, or any other statements made by any aggregators, brokers, or independent representatives to induce Customer to sign up. Customer should read the PowerNE Business Electricity Supply Services Contract Terms and Conditions carefully. If Customer is unhappy with any terms or conditions, including price and length of term, they may rescind their contract within the PUC mandated rescission period, without fee. Contract acceptance by PowerNE is contingent on Customer payment history with local utility company. For the purpose of this contract, Business accounts are defined by PowerNE as using no more than a twelve month historic monthly average of 10,000 kWh, calculated at the time of enrollment. PowerNE, at its sole discretion, reserves the right to offer accounts that exceed this threshold a PowerNE Market Product or to continue with the enrollment at it was received. Power is not obligated to provide the rate and term selected upon enrollment to such accounts. If Customer has any questions regarding this threshold, please contact the PowerNE office via phone (603.413.6602) or email ([Info@powerne.com](mailto:Info@powerne.com)).

**Rate:** Customer's new electricity supply rate will be the rate confirmed by Customer through the enrollment submission, and can be found in the enrollment confirmation or renewal notice.

**Contract Date:** Customer contract date is the date of the enrollment per the enrollment confirmation or renewal notice.

**Length of Contract:** Contracts with PowerNE may take 1 to 3 billing cycles to take effect. Meter read dates are scheduled by the local utility and cannot be changed by PowerNE. PowerNE is not responsible for delays in service due to inaccurate enrollment information or a change in scheduled meter read dates by the local utility.

- a. **Fixed Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed and remain in effect for the subsequent term specified in the enrollment confirmation or renewal notice.



- b. **Variable Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed in the Customer's enrollment confirmation, and will auto renew on a monthly basis, until such time as Customer terminates with PowerNE or PowerNE chooses to terminate relationship with the Customer.

**Hold Over Price (Fixed Rate Customers Only):** After Customer's contract has expired with PowerNE, Customer or Customer's Agent may request to return to the utility, re-sign with PowerNE for a subsequent term, or change to another CEPS. If Customer remains with PowerNE, but does not contract for another rate plan, Customer will be charged a Hold Over Price, which is a monthly market based rate plus an adder not to exceed \$0.04 per kWh. In the event that PowerNE does not immediately charge the Hold Over Price, PowerNE does not waive the right to charge a Hold Over Price in some subsequent months.

**Renewal (Fixed Rate Customers Only):** Contract expiration notices containing Customer's renewal options, including any available rate plans, will be sent via written or email notice at least **thirty (30) days** prior to the natural expiration of customer's contract. Notices will be delivered via Customer's specified preference (i.e. Email or USPS) and PowerNE is not responsible for any unopened or missed renewal notices.

**Termination:** Customer may terminate this agreement at any time, subject to the Early Termination Fee, as described below. Notice of Customer's desire to terminate service may be submitted by; Phone\*, USPS, Email, Fax.

\* Notice via phone may require additional information to confirm termination.

**Early Termination Fee:**

- a. **Fixed Rate Customers:** If Customer cancels their PowerNE service for any reason including but not limited to enrollment with another CEPS, at any time prior to the natural expiration of their contract, PowerNE may assess them with a one-time **Early Termination Fee**. Fee will be equal to two months of Customer's average monthly usage multiplied by the contracted rate.
- b. **Variable Rate Customers:** Customer may cancel with 45-day notice to PowerNE to terminate service (i.e. Eversource). In the event that Customer does not provide 45-day's notice\*, PowerNE reserves the right to assess a one-time fee of \$90.

**Local Host Utility Services:** The local utility (i.e. Eversource) will continue to deliver electricity to Customer's home or place of business, read Customer's meter(s), issue Customer's bill and make repairs should Customer have an outage or issue with service. The local utility will also respond to emergencies and provide traditional utility services. The cost of electricity supply that Customer purchases from PowerNE will be included in the local utility monthly bill, unless billing service is unavailable from the local utility, in which case Customer will receive a separate PowerNE bill.

**Deposit:** PowerNE does not require a deposit currently.

**Budget Billing:** PowerNE does not offer budget billing currently.

**Billing:** Customer will continue to be billed by the local utility company (i.e. Eversource) on the regular monthly utility invoice, unless customer is notified by PowerNE of a different billing method. Customer's local utility company serves as billing agent on behalf of PowerNE. A section on the monthly utility invoice will outline the PowerNE electricity supply charge in the place of the utility supply charge. The contact information for the local utility company may be found on the most recent utility invoice for billing questions. Please note, some utilities may not offer this billing service; in such case PowerNE shall invoice Customer on a separate billing statement.

**Billing Agent Information:** Eversource, P.O. Box 650047, Dallas, TX 75265-0047 (800) 662-7764

**Late Penalties, Charges, and Fees:** Customer's payments are due per the rules of their utility billing agent. Should Customer provide late payment to PowerNE, PowerNE shall have the right to include an additional fee of \$0.005 per kWh to Customer's rate for the duration of the contract term.

**Non-payment by Customer:** If Customer does not pay their electricity supply charges for a period of **thirty (30) days** or greater from the time of invoice, PowerNE may automatically terminate Customer's account and place them back with the utility default service. In addition to invoicing Customer for any amounts still owed at the time of termination, Customer will be responsible for **Early Termination Fee** described above.

If PowerNE is compelled to pursue Customer for non-payment through the legal system and PowerNE is awarded any amount owed, Customer shall be responsible for PowerNE's reasonable costs associated with successful collection and pursuit, including legal fees.

**Customer Relocation:** In the event that Customer relocates within the PowerNE service territory while under contract with PowerNE for electricity supply, Customer must contact PowerNE **thirty (30) days prior** to the relocation in order to begin account transfer and avoid **Early Termination Fee**. If Customer relocates while under contract with PowerNE and does not transfer their new account to PowerNE on the next scheduled meter read date, PowerNE may assess **Early Termination Fee**. Customers that relocate out of PowerNE service territory while under contract with PowerNE may be assessed **Early Termination Fee**.

**Customer Dispute Resolution:** If Customer wishes to dispute any Electricity Supply Charge, invoice, notice, or service provided under these Terms and Conditions, Customer may call PowerNE at (603) 413-6602. Please note that PowerNE has no control over the local utility company charges. Please be sure to check the utility invoice first to confirm that the item at issue relates the electricity supply charge. Otherwise, PowerNE recommends calling the local utility company to resolve the issue.

**Changes in Law or Regulations:** If a new Law or Regulation shall be enacted, or there shall occur any revisions in, implementation of, or amendments to any Law or Regulation that results in increased costs to PowerNE that would not have occurred but for such change in Law or Regulation, PowerNE shall have the right to increase the charges for electricity supply to Customer to reflect a one-hundred percent pass-through to Customer of such increased costs.

**Assignment:** PowerNE shall have the right to assign Customer's account(s) and contract to another CEPS at its sole discretion.

**Mid Cycle Meter Reads:** Customer authorizes PowerNE to act on its behalf when requesting Customer's utility to perform a Mid Cycle Meter Read for any of Customer's account(s) placed with PowerNE.

**Payment and Usage History Authorization:** Customer grants access to and authorizes PowerNE to review any and all payment and usage history in the possession of Customer's host utility.

**Return to the Utility:** PowerNE may, at any time, return Customer's account to their host utility during the term of Customer's contract. Such reasons for Customer return to utility may include, but are not limited to: Change in market Conditions, Change in Law or Regulation, (Electronic Data Interchange) EDI Error, Assignment to new Competitive Electricity Provider, etc...In such instances, PowerNE (or PowerNE's assignee) has the right to re-enroll Customer's account to resume its existing contract, without further authorization from Customer, within **sixty (60) days** of transfer to utility.

**Force Majeure:** Except for Customer's obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances,



acts of the public enemy, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or the local utility company which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

**Public Utility Commission Notices:** The PUC has posted a Consumer Division Hotline number for New Hampshire consumers to utilize should a Customer have any questions regarding their rights and/or responsibilities. That number is 1-800-852-3793.

PowerNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffiliated party or parties outside the normal and/or necessary scope of serving Customer's electricity supply.

Please note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has **three (3) business days** from receipt to notify PowerNE of Customer desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has **five (5) business days** from post marked receipt to notify PowerNE of Customer's desire to withdraw from this rate program.

**Do Not Call Registry:** Information regarding the Do Not Call Registry, including instructions for sign up, may be found at <https://www.donotcall.gov/>

**Bill Payment Assistance:** Below is a list of social service agencies and programs available to low income customers for bill payment assistance.

**Community Action Program: Belknap/Merrimack Counties – [www.bm-cap.org](http://www.bm-cap.org)**

Concord: 603.225.6880	Meredith: 603.279.4096	Franklin: 603.934.3444
Suncook : 603.485.7824	Laconia: 603.524.5512	Warner: 603.456.2207

**Rockingham Community Action – [www.rcaction.org](http://www.rcaction.org)**

Portsmouth: 603.436.3896	Toll-free: 1.800.639.3896	Salem: 603.898.8435
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**Southern NH Services (Hillsborough County) – [www.snhhs.org](http://www.snhhs.org)**

Manchester: 603.647.4470	Toll-free: 1.800.322.1073	Peterborough: 603.924.2243
Nashua: 603.889.3440	Toll-free: 1.877.211.0723	

**Southwestern Community Services (Cheshire and Sullivan Counties) – [www.scshehelps.org](http://www.scshehelps.org)**

Keene: 603.352.7512	Toll-free: 1.800.529.0005	Claremont: 603.542.9528
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**Stafford County Community Action - [www.traffcap.org](http://www.traffcap.org)**

Dover : 603.749.1334	Rochester: 603.332.3963	Milton: 603.652.9893
Farmington: 603.755.9305		

**Tri-County Community Action (Coos, Carroll, and Grafton Counties) – [www.tccap.org](http://www.tccap.org)**

Berlin: 603.752.3248	Lebanon: 603.448.4553	Littleton: 603.444.6653
Carroll	Toll-free: 1.888.842.3835	Colebrook: 603.237.8168
County: 603.323.7400		
Plymouth: 603.536.8222	Lancaster: 603.788.4477	Woodsville: 603.747.3013

## PowerNE Residential Electricity Supply Services Contract Terms and Conditions

Thank you for choosing PowerNE as your electric supplier for your residential electricity account(s). Please find our terms and conditions below. **New Hampshire residents and business owners are advised that you have three (3) business days from electronic receipt of these terms and conditions to rescind this offer. If you have received these terms and conditions via regular hard copy mail, you have five (5) business days from the date of post mark to rescind via hard copy mail.**

**Customer Service:** For customer service questions, please call (603) 413-6602 or email [info@powerne.com](mailto:info@powerne.com).

This is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC d/b/a ("PowerNE"). PowerNE is a New Hampshire based Limited Liability Company, and is a registered Competitive Electricity Power Supplier ("CEPS") with the New Hampshire Public Utilities Commission ("PUC") under the name PNE Energy Supply, LLC, for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PowerNE directly, or retained the services of a registered aggregator who has signed with PowerNE on Customer's behalf.

PowerNE offers the Customer a new electricity supply rate only. Customer's current local utility company will continue to charge for costs associated with the Delivery Services portion of the utility bill which include transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. Customer's utility company is responsible for any and all issues not related to the cost of electricity supply including but not limited to power outages and meter malfunctions. In those cases, Customer should immediately contact their local utility company (i.e. Eversource). **See Local Utility Services section for more.**

PowerNE is neither responsible nor liable for any promises, assurances, guarantees, or any other statements made by any aggregators, brokers, or independent representatives to induce Customer to sign up. Customer should read the PowerNE Residential Electricity Supply Services Contract Terms and Conditions carefully. If Customer is unhappy with any terms or conditions, including price and length of term, they may rescind their contract within the PUC mandated rescission period, without fee. Contract acceptance by PowerNE is contingent on Customer payment history with local utility company. PowerNE reserves the right to terminate contract with any account where the average usage goes below 150 kWh per month in any month subsequent to contracting with PowerNE.

**Rate:** Customer's new electricity supply rate will be the rate confirmed by Customer through the enrollment submission, and can be found in the enrollment confirmation or renewal notice.

**Contract Date:** Customer contract date is the date of the enrollment per the enrollment confirmation or renewal notice.

**Length of Contract:** Contracts with PowerNE may take 1 to 3 billing cycles to take effect. Meter read dates are scheduled by the local utility and cannot be changed by PowerNE. PowerNE is not responsible for delays in service due to inaccurate enrollment information or a change in scheduled meter read dates by the local utility.

- a. **Fixed Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed and remain in effect for the subsequent term specified in the enrollment confirmation or renewal notice.
- b. **Variable Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed in the Customer's enrollment confirmation, and will auto renew on a monthly basis, until such time as Customer terminates with PowerNE or PowerNE chooses to terminate relationship with the Customer.



**Hold Over Price (Fixed Rate Customers Only):** After Customer's contract has expired with PowerNE, Customer or Customer's Agent may request to return to the utility, re-sign with PowerNE for a subsequent term, or change to another CEPS. If Customer remains with PowerNE, but does not contract for another rate plan, Customer will be charged a Hold Over Price, which is a monthly market based rate plus an adder not to exceed \$0.04 per kWh. In the event that PowerNE does not immediately charge the Hold Over Price, PowerNE does not waive the right to charge a Hold Over Price in some subsequent months.

**Renewal (Fixed Rate Customers Only):** Contract expiration notices containing Customer's renewal options, including any available rate plans, will be sent via written or email notice at least **thirty (30) days** prior to the natural expiration of customer's contract. Notices will be delivered via Customer's specified preference (i.e. Email or USPS) and PowerNE is not responsible for any unopened or missed renewal notices.

**Termination:** Customer may terminate this agreement at any time, subject to the Early Termination Fee, as described below. Notice of Customer's desire to terminate service may be submitted by; Phone\*, USPS, Email, Fax.

\* Notice via phone may require additional information to confirm termination.

**Early Termination Fee:**

- a. **Fixed Rate Customers:** If Customer cancels their PowerNE service for any reason, including but not limited to enrollment with another CEPS, at any time prior to the natural expiration of their contract, PowerNE may assess a one-time Early Termination Fee of \$100.
- b. **Variable Rate Customers:** Customer may cancel with 45-day notice to PowerNE to terminate service (i.e. Eversource). In the event that Customer does not provide 45-days' notice\*, PowerNE reserves the right to assess a one-time fee of \$45.

**Local Host Utility Services:** The local utility (i.e. Eversource) will continue to deliver electricity to Customer's home or place of business, read Customer's meter(s), issue Customer's bill and make repairs should Customer have an outage or issue with service. The local utility will also respond to emergencies and provide traditional utility services. The cost of electricity supply that Customer purchases from PowerNE will be included in the local utility monthly bill, unless billing service is unavailable from the local utility, in which case Customer will receive a separate PowerNE bill.

**Deposit:** PowerNE does not require a deposit currently.

**Budget Billing:** PowerNE does not offer budget billing currently.

**Billing:** Customer will continue to be billed by the local utility company (i.e. Eversource) on the regular monthly utility invoice, unless customer is notified by PowerNE of a different billing method. Customer's local utility company serves as billing agent on behalf of PowerNE. A section on the monthly utility invoice will outline the PowerNE electricity supply charge in the place of the utility supply charge. The contact information for the local utility company may be found on the most recent utility invoice for billing questions. Please note, some utilities may not offer this billing service; in such case PowerNE shall invoice Customer on a separate billing statement.

**Billing Agent Information:** Eversource, P.O. Box 650047, Dallas, TX 75265-0047 (800) 662-7764

**Late Penalties, Charges, and Fees:** Customer's payments are due per the rules of their utility billing agent. Should Customer provide late payment to PowerNE, PowerNE shall have the right to include an additional fee of \$0.005 per kWh to Customer's rate for the duration of the contract term.

**Non-payment by Customer:** If Customer does not pay their electricity supply charges for a period of **thirty (30) days** or greater from the time of invoice, PowerNE may automatically terminate Customer's account and place them back with the utility default service. In addition to invoicing Customer for any amounts still owed at the time of termination, Customer will be responsible for **Early Termination Fee** described above.

If PowerNE is compelled to pursue Customer for non-payment through the legal system and PowerNE is awarded any amount owed, Customer shall be responsible for PowerNE's reasonable costs associated with successful collection and pursuit, including legal fees.

**Customer Relocation:** In the event that Customer relocates within the PowerNE service territory while under contract with PowerNE for electricity supply, Customer must contact PowerNE **thirty (30) days prior** to the relocation in order to begin account transfer and avoid **Early Termination Fee**. If Customer relocates while under contract with PowerNE and does not transfer their new account to PowerNE on the next scheduled meter read date, PowerNE may assess **Early Termination Fee**. Customers that relocate out of PowerNE service territory while under contract with PowerNE may be assessed **Early Termination Fee**.

**Customer Dispute Resolution:** If Customer wishes to dispute any Electricity Supply Charge, invoice, notice, or service provided under these Terms and Conditions, Customer may call PowerNE at (603) 413-6602. Please note that PowerNE has no control over the local utility company charges. Please be sure to check the utility invoice first to confirm that the item at issue relates the electricity supply charge. Otherwise, PowerNE recommends calling the local utility company to resolve the issue.

**Changes in Law or Regulations:** If a new Law or Regulation shall be enacted, or there shall occur any revisions in, implementation of, or amendments to any Law or Regulation that results in increased costs to PowerNE that would not have occurred but for such change in Law or Regulation, PowerNE shall have the right to increase the charges for electricity supply to Customer to reflect a one-hundred percent pass-through to Customer of such increased costs.

**Assignment:** PowerNE shall have the right to assign Customer's account(s) and contract to another CEPS at its sole discretion.

**Mid Cycle Meter Reads:** Customer authorizes PowerNE to act on its behalf when requesting Customer's utility to perform a Mid Cycle Meter Read for any of Customer's account(s) placed with PowerNE.

**Payment and Usage History Authorization:** Customer grants access to and authorizes PowerNE to review any and all payment and usage history in the possession of Customer's host utility.

**Return to the Utility:** PowerNE may, at any time, return Customer's account to their host utility during the term of Customer's contract. Such reasons for Customer return to utility may include, but are not limited to: Change in market Conditions, Change in Law or Regulation, (Electronic Data Interchange) EDI Error, Assignment to new Competitive Electricity Provider, etc...In such instances, PowerNE (or PowerNE's assignee) has the right to re-enroll Customer's account to resume its existing contract, without further authorization from Customer, within **sixty (60) days** of transfer to utility.

**Force Majeure:** Except for Customer's obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances,



acts of the public enemy, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or the local utility company which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

**Public Utility Commission Notices:** The PUC has posted a Consumer Division Hotline number for New Hampshire consumers to utilize should a Customer have any questions regarding their rights and/or responsibilities. That number is 1-800-852-3793.

PowerNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffiliated party or parties outside the normal and/or necessary scope of serving Customer's electricity supply.

Please note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has **three (3) business days** from receipt to notify PowerNE of Customer desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has **five (5) business days** from post marked receipt to notify PowerNE of Customer's desire to withdraw from this rate program.

**Do Not Call Registry:** Information regarding the Do Not Call Registry, including instructions for sign up, may be found at <https://www.donotcall.gov/>

**Bill Payment Assistance:** Below is a list of social service agencies and programs available to low income customers for bill payment assistance.

**Community Action Program: Belknap/Merrimack Counties – [www.bm-cap.org](http://www.bm-cap.org)**

Concord: 603.225.6880	Meredith: 603.279.4096	Franklin: 603.934.3444
Suncook : 603.485.7824	Laconia: 603.524.5512	Warner: 603.456.2207

**Rockingham Community Action – [www.rcaction.org](http://www.rcaction.org)**

Portsmouth: 603.436.3896	Toll-free: 1.800.639.3896	Salem: 603.898.8435
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**Southern NH Services (Hillsborough County) – [www.snhhs.org](http://www.snhhs.org)**

Manchester: 603.647.4470	Toll-free: 1.800.322.1073	Peterborough: 603.924.2243
Nashua: 603.889.3440	Toll-free: 1.877.211.0723	

**Southwestern Community Services (Cheshire and Sullivan Counties) – [www.scsHELPS.org](http://www.scsHELPS.org)**

Keene: 603.352.7512	Toll-free: 1.800.529.0005	Claremont: 603.542.9528
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**Stafford County Community Action - [www.traffcap.org](http://www.traffcap.org)**

Dover :603.749.1334	Rochester:603.332.3963	Milton: 603.652.9893
Farmington: 603.755.9305		

**Tri-County Community Action (Coos, Carroll, and Grafton Counties) – [www.tccap.org](http://www.tccap.org)**

Berlin: 603.752.3248	Lebanon:603.448.4553	Littleton: 603.444.6653
Carroll	Toll-free: 1.888.842.3835	Colebrook: 603.237.8168
County:603.323.7400		
Plymouth: 603.536.8222	Lancaster: 603.788.4477	Woodsville: 603.747.3013