

NHPUC 22DEC'16AM 11:56



December 21, 2016

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

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

Dear Executive Director:

Constellation Energy Services, Inc. has a current registration as a competitive electric power supplier in New Hampshire, which is set to expire in February 2017. Please find enclosed the following information for our renewal:

- Original Application for renewal and two copies
- Check for \$250 renewal fee
- Confidential aggregator report

If there are any questions or additional information required regarding Constellation Energy Services' application for renewal please contact Amy Klaviter at 312-681-1855 or by email at amy.klaviter@constellation.com.

Sincerely,

Cathleen Tighe
Executive Administrative Coordinator

Enclosures

cc: executive.director@puc.nh.gov

**Constellation 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:**
Constellation Energy Services, Inc.
www.constellation.com
2. **The applicant's business address, telephone number, e-mail address, and website address, as applicable:**
1310 Point Street
Baltimore, MD 21231
Telephone: 800-536-1349
Email: TEGEAMNewEngland@constellation.com
Website: www.constellation.com
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:**
Constellation Energy Services, Inc.'s affiliate, Constellation NewEnergy, Inc., conducts business in New Hampshire. Constellation NewEnergy, Inc. is also a retail electric supplier. We are not affiliated with a New Hampshire utility.
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
(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: Yolanda Shanks, Manager, 1221 Lamar Street, Suite 750, Houston, TX 77010, Telephone: (800) 536-1349 Email: TEGEAMNewEngland@constellation.com

For Regulatory: Amy Klaviter, Analyst, Legal Compliance, 20 N. Wacker Drive, Suite 2100, Chicago, IL 60606, Telephone: (312) 681-1855, Email: Amy.Klaviter@constellation.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:**
Corporate Creations Network Inc.
3 Executive Park Drive #201A
Bedford, NH 03110
Telephone: 603-369-3031
- 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
- 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)
Liberty Utilities (formerly Granite State)
Eversource (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 Eversource, Liberty Utilities 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 Constellation Energy Services of New York, Inc.
- 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 2015 – 0 complaints
 Delaware 2015 – 0 complaints
 District of Columbia 2015 – 0 complaints
 Illinois 2015- 101 complaints – enrollment dispute, billing dispute, opt out with no fee, request to cancel not processed, collection call, terms and conditions unclear, adjustment not processed, enrollment not processed, do not call list
 Massachusetts 2015 – 0 complaints
 Maine 2015 - 0 complaints
 Maryland 2015 – 0 complaints
 Michigan 2015 – 6 complaints – enrollment dispute, terms and conditions unclear, opt out with no fee
 New Hampshire 2015 – 0 complaints
 New Jersey 2015 – 5 complaints - billing dispute, enrollment dispute
 New York (under Constellation Energy Services of New York, Inc.) 2015 – 0 complaints
 Ohio 2015 - 33 complaints – excessive calling, enrollment dispute, opt out with no fee, request to cancel not processed, terms and conditions unclear, billing dispute, door to door solicitations
 Pennsylvania 2015 – 1 complaints – billing dispute
 Rhode Island 2015 – 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 Constellation 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**
- 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**
- 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**

See Exhibit 3

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

See Exhibit 3

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:**

Constellation Energy Services maintains a list of consumers who have requested to be placed on a do-no-call list for the purposes of telemarketing. Constellation Energy Services also obtains monthly updated do not call lists from the National Do Not Call Registry. Constellation 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:

Constellation Energy Services uses the consolidated billing service of the local utility as well as direct billing to customers. See Exhibit 4 for a 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 5.

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 6.

Note: the statements are for WPS Energy Services, but the name change from WPS Energy Services to Integrys Energy Services to Constellation Energy Services is reflected in Exhibit 2.

- 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 7.

- 25. A \$250 re-registration fee:**

Enclosed.

- 26. Evidence of financial security:**

See Exhibit 8.

Corporation Officers

Mark Huston
President & CEO
1310 Point Street
Baltimore, MD 21231
410-470-2846
mark.huston@exeloncorp.com

Bryan Wright
Chief Financial Officer
1310 Point Street
Baltimore, MD 212031
410-470-3213
bryan.wright@exeloncorp.com

Francis Idehen
Treasurer
10 S. Dearborn Street
Chicago, IL 60603
312-394-3967
francis.idehen@exeloncorp.com

Denis Eischen
Assistant Vice President, Taxes
10 S. Dearborn Street
Chicago, IL 60603
312-394-3091
denis.eischen@exeloncorp.com

Bruce Wilson
Secretary
10 S. Dearborn Street
Chicago, IL 60603
312-394-4065
bruce.wilson@exeloncorp.com

Elisabeth Graham
Assistant Treasurer
10 S. Dearborn Street
Chicago, IL 60603
312-394-3266
elisabeth.graham@exeloncorp.com

Brian Buck
Assistant Secretary
701 9th Street
Washington, DC 20001
202-872-3364
BBuck@pepcoholdings.com

David O. Dardis
Assistant Secretary
1310 Point Street
Baltimore, MD 21231
410-470-3416
david.dardis@exeloncorp.com

Nina Jezic
Assistant Secretary
1221 Lamar Street, Suite 750
Houston, TX 77010
713-646-5474
nina.jezic@exeloncorp.com

Scott Peters
Assistant Secretary
10 S. Dearborn Street
Chicago, IL 60603
312-394-7252
scott.peters@exeloncorp.com

Thomas Terry
Vice President, Taxes
10 S. Dearborn Street
Chicago, IL 60603
312-394-4459
thomas.terry@exeloncorp.com

Robert Kleczynski
Assistant Vice President, Taxes
10 S. Dearborn Street
Chicago, IL 60603
312-394-8368
robert.kleczynski@exeloncorp.com

David Leone
Vice President
1221 Lamar Street, Suite 750
Houston, TX 77010
713-652-5557
david.leone@constellation.com

David Ellsworth
Chief Operating Officer
1310 Point Street
Baltimore, MD 21231
410-470-3991
david.ellsworth@exeloncorp.com

Directors

Mark Huston
Director
1310 Point Street
Baltimore, MD 21231
410-470-2846
mark.huston@exeloncorp.com

David Ellsworth
Director
1310 Point Street
Baltimore, MD 21231
410-470-3991
david.ellsworth@exeloncorp.com

Kevin Garrido
Assistant Treasurer
10 S. Dearborn Street
Chicago, IL 60603
312-394-8891
kevin.garrido@exeloncorp.com

Joseph Nigro
Director
1310 Point Street
Baltimore, MD 21231
410-470-8110
joseph.nigro@exeloncorp.com



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[Guidelines](#)
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Date: 12/20/201

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Constellation Energy Services, Inc.	Legal
Constellation Energy Services, Inc.	Home State
WPS Energy Services, Inc.	Prev Legal
Integrus Energy Services, Inc.	Prev Legal
WPS ENERGY SERVICES, INC.	Prev Home State
Integrus Energy Services, Inc.	Prev Home State

Corporation - Foreign - Information

Business ID:	546862
Status:	Good Standing
Entity Creation Date:	11/4/2005
State of Business:	WI
Principal Office Address:	9960 Corporate Campus Drive, Suite 2000 Louisville KY 40233
Principal Mailing Address:	10 South Dearborn Street, 49th Floor Chicago IL 60603
Last Annual Report Filed Date:	4/5/2016 9:20:28 AM
Last Annual Report Filed:	2016

Registered Agent

Agent Name:	Corporate Creations Network Inc.
Office Address:	3 Executive Park Drive 9 Bedford NH 03110

Mailing Address:

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

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

Form No. 42
RSA 293-A:15.04

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

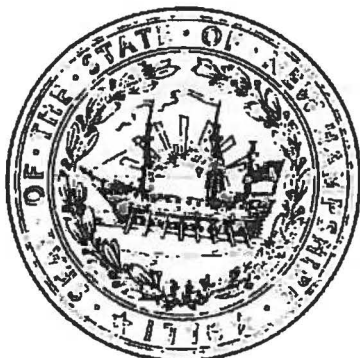
AMENDED CERTIFICATE OF AUTHORITY OF

Integrus Energy Services, Inc.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of Integrus 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 Constellation 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 14th day of April, 2015 A.D.

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

William M. Gardner
Secretary of State

State of New Hampshire

Filed
Date Filed: 04/14/2015
Business ID: 546862
William M. Gardner
Secretary of State

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

Form 42
RSA 293-A:15.04

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY
FOR PROFIT FOREIGN CORPORATION

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: Integrus Energy Services, Inc.

SECOND: The name the corporation is currently using in the state of New Hampshire is: _____

Integrus 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: _____

Constellation 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: _____

d. The corporation has changed the state or country of its incorporation to _____

Integrus Energy Services, Inc. (Note 2)

(Corporate Name)

(Signature) (Note 3)

Jessica Morales

(Print or type name)

Attorney in Fact (Note 3)

(Title)

Date signed: April 1, 2015

DISCLAIMER: All
public inspection in

Mail fee and DATE
Concord NH 03301

State of New Hampshire
Form 42 - Application for Amended Certificate of Authority 5 Page(s)

and will be available for



T1510545001

State, 107 North Main Street,
03301.

Form 42 (7/2012)

TEMPLATE
2011

United States of America

State of Wisconsin



DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Present Shall Come, Greeting:

I, GEORGE PETAK, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that an Amendment to the Articles of Incorporation was filed with this department March 3, 2015 with an effective date of April 1, 2015 changing the name of INTEGRYS ENERGY SERVICES, INC. to the present name of CONSTELLATION ENERGY SERVICES, INC.



IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed the official seal
of the Department on March 31, 2015.

George Petak

GEORGE PETAK, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

BY:

Cathy Mickelson

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.

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, GEORGE PETAK, Administrator of the Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that

CONSTELLATION 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 March 31, 2015.

A handwritten signature in cursive script that reads "George Petak".

GEORGE PETAK, Administrator
Division of Corporate and 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: 151408-B57453C8

**CONSTELLATION NEWENERGY, INC.
10 South Dearborn Street, 49th Floor
Chicago, Illinois 60603**

April 10, 2015

**New Hampshire Secretary of State
Corporation Division, Department of State
107 North Main Street
Concord, New Hampshire 03301**

RE: Consent to Use of Name -- Constellation Energy Services, Inc.

To Whom It May Concern:

Constellation NewEnergy, Inc., a Delaware corporation with a qualification in the State of New Hampshire, allows and consents Integrys Energy Services, Inc. the use of the name Constellation Energy Services, Inc. in the State of New Hampshire.

Thank you for your attention to this matter. Please contact me if you have any concerns or issues, 312-394-3625.

Sincerely,

A handwritten signature in black ink, appearing to read "Lawrence P. Bachman".

Lawrence Bachman

Constellation NewEnergy, Inc. - Assistant Secretary

Limited Power of Attorney

The undersigned officer of Constellation Energy Services, Inc., a Wisconsin entity ("the Company"), appoints Jessica Morales as attorney-in-fact for the Company and its subsidiaries for the limited purposes authorized in this Limited Power of Attorney. Lauren Vadney, Special Secretary, grants to the attorney-in-fact the power to execute the documents necessary to change the registered agent, change of address, amendments, fictitious name registrations, fictitious name renewals, qualifications, annual reports, amended annual reports, initial reports, obtain tax clearance/compliance certificate(s), withdraw, dissolve, reinstate, convert or form the Company and its subsidiaries. The named individuals shall act in such office and with such authority as is required to effect the changes contemplated in this Limited Power of Attorney.

This Limited Power of Attorney expires on the earlier of (a) the filing of change of registered agents and/or change of address and/or amendments and/or fictitious name registrations and/or fictitious name renewals and/or qualifications and/or annual reports and/or amended annual reports and/or initial reports and/or withdraw and/or dissolve and/or formations and/or reinstate for the Company and its subsidiaries or (b) six months after the Effective Date set forth below. The Company may revoke this Power of Attorney at any time by written notice to Corporate Creations, 11380 Prosperity Farms Road #221E, Palm Beach Gardens, FL 33410.

The undersigned has executed this Limited Power of Attorney effective as of this 1st day of April, 2015.

Constellation Energy Services, Inc.

By: _____

Name: Lauren Vadney

Title: Special Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

Subscribed and sworn to before me this 1st day of April, 2015.

Notary Public

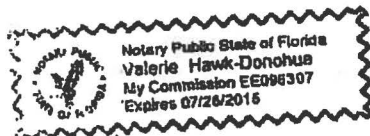


Exhibit 3

- In August 2010, Constellation NewEnergy, Inc. ("Constellation") discovered and self-reported to the California Independent System Operator ("CAISO") a number of instances where it had inadvertently submitted incomplete Settlement Quality Meter Data ("SQMD") to the CAISO during the period of June 1 – July 17, 2011. On May 8, 2012, CAISO issued a letter of findings and conclusions indicating that Constellation's 2010 inaccurate meter data submissions constituted a violation of Tariff Section 37.5.2 and imposing a penalty of \$281,831.84. On June 11, 2012, Exelon (on behalf of Constellation) filed a request for waiver with the Federal Energy Regulatory Commission ("FERC") to allow a reduction of the penalty to \$42,000, consistent with the currently-effective tariff section 37.11.1. (After Constellation had allegedly violated the tariff provision, FERC had authorized a revision of the tariff to lower the potential penalties for inaccurate meter data submissions.) CAISO did not oppose the request and credited CNE the full amount of the penalty pending FERC's decision. On October 26, 2012 FERC granted the request and allowed a reduction of the penalty from \$281,831.84 to \$42,000.
- The California Public Utilities Commission ("CPUC") adopted a Settlement Order on March 10, 2011 in which Constellation NewEnergy, Inc. ("CNE") agreed to make a one-time payment of \$300,000 regarding failure to have sufficient Resource Adequacy contracts in place for a particular month. This stemmed from confusion during the first month utilizing a new CPUC reporting system for suppliers, in which the spreadsheet calculated the total value of all RA contracts throughout the year, making it appear to CNE that it had fulfilled its compliance obligation, when certain contracts only applied to later months. Upon notification, CNE immediately sought out and entered into additional bi-lateral contracts for the deficient amount, sending a corrected/updated database and notifying the CPUC within the time frame specified in the notice.
- On November 4, 2010, the Pennsylvania Public Utility Commission ("PUC") Bureau of Investigation and Enforcement initiated an informal investigation (Docket No. M-2012-2201861) of MXenergy Electric Inc.'s (now known as Constellation Energy Power Choice, Inc., License Number A-110168) residential marketing practices, specifically its door-to-door sales practices, in that state. The parties filed a proposed Settlement Agreement on January 6, 2012, which the PUC rejected by order adopted March 29, 2012. The PUC approved a settlement on December 5, 2013.
- In January 2012, the Georgia Public Service Commission ("Commission") initiated an investigation (Docket No. 35270) of MXenergy Inc.'s (now known as Constellation Energy Gas Choice, Inc., License Number GM-33) residential door-to-door marketing campaign. The Commission adopted a joint Settlement Agreement on July 17, 2012 settling allegations of alleged improper enrollments for 136 accounts. In its Order, the Commission notes no findings of violations and MXenergy Inc. has no admission of wrongdoing. Constellation has satisfied the terms of the Settlement.
- On December 10, 2014, the Connecticut Public Utilities Regulatory Authority initiated an Investigation of Constellation Energy Power Choice, Inc. (Docket No. 07-03-08RE03). The investigation is based on CEPC discovering and self reported to PURA that CEPC inadvertently failed to provide fixed-price expiration notices to certain customers. A final order was issued on September 23, 2015 accepting CEPC's offer to make a \$40,000 payment to Operational Fuel.



Customer Number	Invoice Number	Invoice Date
[REDACTED]	[REDACTED]	11/17/2016
Current Charges	Payment Due Date	Total Due
\$405.55	12/07/2016	\$405.55

For billing inquiries, call 800-536-1349.

View and pay invoices online 24 hours a day, 7 days a week at
<https://energymanager.constellation.com>

Thank you for your prompt payment. A finance charge of 1.50% per month may be assessed on all past due invoices.

STATEMENT ACTIVITY

	Beginning Balance	\$508.97
11/09/2016	Payment Received - Thank you!	(508.97)
11/17/2016	Billing - Invoice [REDACTED]	\$405.55
11/17/2016	Total Balance Due By 12/07/2016	\$405.55

MESSAGES

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

SUMMARY: BILLING - Invoice [REDACTED]

Service Location	LDC Acct#	Service Period	Total Volume (kWh)	Total Amount
[REDACTED]	[REDACTED]	10/12/2016 - 11/08/2016	8,434.00	\$405.55
Invoice Total			8,434.00	\$405.55

PLEASE DETACH AND INCLUDE THIS STUB IF PAYING VIA CHECK

Customer Number	Invoice Number	Payment Due Date
[REDACTED]	[REDACTED]	12/07/2016
Invoice Date	Total Due	Amount Enclosed
11/17/2016	\$405.55	

PLEASE USE THE FOLLOWING RELEVANT INFO FOR PAYMENT:
 PAYABLE TO: CONSTELLATION ENERGY SERVICES, INC
 ACHWIRE: US BANK, ABA 075000022 / ACCOUNT 121740451
 ACHWIRE NOTIFICATION: PAYMENTS@CONSTELLATION.COM



Constellation Energy Services, Inc
 Suite 800
 1750 Elm Street
 Manchester, NH 03104

|||
 CONSTELLATION ENERGY SERVICES, INC
 PO BOX 5474
 CAROL STREAM, IL 60197-5474

1800000072206234010 5000040555


Constellation.

An Exelon Company

Customer Number	Invoice Number	Invoice Date
[REDACTED]	[REDACTED]	11/17/2016
Account Number	Service Period	
[REDACTED]	10/12/2016 - 11/08/2016	

In case of emergency, contact your local utility, Liberty Utilities (855)-349-9455

View and pay invoices online 24 hours a day, 7 days a week at <https://energymanager.constellation.com>

Thank you for your prompt payment. A finance charge of 1.50% per month may be assessed on all past due invoices.

INVOICE DETAIL -- [REDACTED]

Liberty Utilities # [REDACTED] - RDS (Retail Delivery Service) - Secondary - General Long Hour Service

Current Constellation Energy Charges

Energy-Metered Usage	8,434.00 kWh	
Losses-Distribution PT	590.38 kWh @ 0.00	\$0.00
Energy - Market Price	9,024.38 kWh @ 0.0449394	\$405.55
Congestion	0.00 kWh @ 0.00	\$0.00
Sub Total		\$405.55
Sales Tax Exempt	\$405.55	
Total Current Constellation Energy Charges		\$405.55

**Constellation Energy Services, Inc.
NH Small Commercial Electricity Supply Agreement**

Constellation Energy Services, Inc. ("Seller") and <<Buyer Name>> ("Buyer") (individually referred to as "Party" and collectively as "Parties") agree to the following Electricity Purchase and Sale Terms and Conditions ("Agreement"), as of the date signed by Buyer (the "Effective Date"):

Price: For each billing cycle of Initial Term, Buyer shall pay the Fixed Rate per kWh identified in the Account Schedule, multiplied by the billing cycle usage for the Accounts. Both Parties recognize that Seller's charges include tariff charges that are set forth by the Utility, ISO-NE, the FERC, the PUC, and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup as a separate line item or as an updated Fixed Rate, (a) any increase in such tariff charges or (b) other increase in Seller's cost to provide electricity 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. Buyer will also incur delivery and other additional service charges from the Utility. Switching fees may apply when service is established with Seller, but Buyer will not be charged separately by Seller for a switching fee.

Initial Term; Renewal: This Agreement shall become binding on the Effective Date, however, the obligation of Seller to sell and schedule electricity for delivery to Buyer and the obligation of Buyer to purchase, take and pay for electricity is contingent upon: (a) successful enrollment by the Utility identified in the Account Schedule below (the "Utility") of the Utility accounts identified in Account Schedule below (the "Accounts") and (b) the passage of the Rescission Period (defined below) without effective cancellation by Buyer. Successful enrollment by the Utility is dependent upon (i) the eligibility the Accounts, as determined by the Utility and the New Hampshire Public Utilities Commission ("PUC"), to take from a retail electric supplier, (ii) Seller's determination, in its sole discretion, of price availability and that Buyer meets Seller's credit standards, and (iii) the accuracy and completeness of the information submitted in the Account Schedule. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date" as identified in Account Schedule below ("Initial Term"). The actual Start Date is dependent on the Utility successfully enrolling the Account(s) and furnishing Seller with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates identified in the Account Schedule below reflect Utility information available at that time or as otherwise estimated by Seller. The actual meter read dates may occur on or about the dates set forth herein. Seller will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If Seller is unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled Utility meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. Seller shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by Seller, then Seller may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, Seller will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the applicable ISO-published Day Ahead Locational Based Marginal Price ("LMP") + \$<Insert Holdover Rate>/kWh) + (a pass through of all costs and charges incurred by us for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

After the Initial Term, service shall continue on a billing cycle-to-billing cycle basis at a variable market rate reasonably determined by Seller unless (i) terminated by Buyer giving Seller notice prior to the end of the Initial Term (provided it may take up to two billing cycles for Buyer to be de-enrolled from Seller's service with the Utility), (ii) terminated by Seller by giving 30 days written notice prior to the end of the Initial Term, or (iii) Buyer and Seller agree to a new price and term as evidenced by a fully executed agreement between the Parties. After the Initial Term, service continuing on a billing cycle-to-billing cycle basis may be terminated by either Party, provided that any such termination by Seller shall be effective 30 days after written notice is given to Buyer.

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Billing and Payment: Buyer will be invoiced by the Utility for both Seller's charges and the Utility's delivery charges. Such billing and payment (including fees associated with late payments) shall be subject to the applicable Utility rules regarding billing and payment procedures. Buyer authorizes the Utility to release data to Seller relating to Buyer's billing, usage, and payment data, including without limitation, to disclose to Seller on a periodic basis the status of the Buyer's Account as either subject to (1) a budget billing plan with the Utility; (2) a payment plan with the Utility; or (3) neither a budget billing plan nor a payment plan with the Utility. Seller's charges or credits not invoiced through the Utility (including early termination fees pursuant to Section 2 below shall be invoiced or credited, respectively, directly by Seller and the payment shall be due **20 days** after the invoice date. After the Initial Term, Seller may invoice Buyer's Accounts directly.

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. Buyer must provide Seller with any applicable exemption certificates. Buyer shall pay any such taxes unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid.

Certain Warranties. You warrant and represent that the electricity supplied under this Agreement is not for use at a residence.

Notices. Notices may be in writing and delivered by hand, certified mail, return receipt requested, or by express carrier to our respective business addresses as listed below. Either of us can change our address by notice to the other pursuant to this paragraph. Buyer may also provide notice by calling Seller between 8am and 7pm Monday through Friday Eastern Prevailing Time, except holidays, at 1-800-536-1349.

Questions, Complaints and Concerns: Buyer may contact Seller between 8am and 7pm Monday through Friday Eastern Prevailing Time, except holidays, at 1-800-536-1349. Seller's mailing address is 1221 Lamar St, Suite 750, Houston, Texas 77010 and its website is www.constellation.com. In the event of a dispute, Buyer should contact Seller's customer service department 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 8:00am and 4:30pm, or by writing to the PUC at Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429 by visiting <http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>. If you do not wish to receive telemarketing calls, you may contact the Telephone Preference Service of the Direct Marketing Association and request to be put on a "do-not-call" list. The Direct Marketing Association website address is: <http://www.dmaconsumers.org/offtelephonenumberlist.html>.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
<Insert Utility Name>	<Insert Utility Abbreviation>	<Insert Contact Numbers>

RESCISSION PERIOD: BUYER HAS (A) 3 BUSINESS DAYS FROM RECEIPT OF THE TERMS OF SERVICE DOCUMENT ("TOS") PROVIDED BY SELLER IF THE TOS ARE DELIVERED IN PERSON OR ELECTRONICALLY; OR (B) 5 BUSINESS DAYS FROM THE POSTMARK DATE OF THE TOS IF SENT BY US FIRST CLASS MAIL.

Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

CONSTELLATION ENERGY SERVICES, INC.		Customer: <Customer Name>
By:		By: _____
Name:		Name:
Title:		Title: Error! Reference source not found.
		Date:
Address:	1221 Lamar St. Suite 750	Address:
	Houston, Texas 77010	
Attention:	Contracts Administration	Attention:
Facsimile:	(888) 829-8738	Facsimile: Error! Reference source not found.
Telephone:	(888) 635-0827	Telephone:

General Terms and Conditions

1. Credit Requirements: If at any time during the Initial Term Buyer fails to pay timely or fails to meet Seller's credit standards, Seller may request that Buyer pay a deposit within 3 business days of Seller's request in an amount not to exceed (a) two times the highest month's estimated invoice amount in the past 12 months, plus (b) any mark to market exposure associated with this Agreement. Interest will not be paid on cash deposits. If this Agreement is terminated, any deposit may be applied to past due amounts or outstanding invoices and any excess will be returned to Buyer (if applicable) once all obligations to Seller have been fully satisfied.

2. Termination; Remedies: Seller may terminate Buyer's service under this Agreement for non-payment with at least 10 business days' written notice. In the event (1) Buyer terminates this Agreement with respect to an Account by failing to take electricity for such Account before the end of the Initial Term (except as permitted in this Agreement) or (2) Seller terminates this Agreement as a result of Buyer's default under the terms of this Agreement, then Buyer shall pay an amount (that Seller will calculate using its reasonable judgment) equal to the positive difference (if any) between (a) the dollar amount Buyer would have paid to Seller under this Agreement had it not been terminated early and (b) the price for the re-sale of energy, capacity and other components at which Seller re-sells or could re-sell, plus any amounts past due and any additional costs reasonably incurred by Seller. 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 if Buyer defaults, 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.

3. Force Majeure: Except for Buyer's obligation to pay Seller timely, neither Party shall be liable to the other for failure to perform an obligation if the non-performing Party was prevented from performing due to an event beyond the reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation, acts of God, a condition resulting in the curtailment of electricity supply or interruption or curtailment of transmission on the electric transmission and/or distribution system, interruption of Utility service, terrorist acts or wars, and force majeure events of the Utility or RTO/ISO.

4. Indemnification obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service,

deterioration of electric services, or meter readings. EACH PARTY (THE "INDEMNIFYING PARTY") WILL DEFEND, INDEMNIFY AND HOLD THE OTHER PARTY HARMLESS FROM ANY AND ALL CLAIMS (INCLUDING CLAIMS FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE), LOSSES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), DAMAGES, SUITS, CAUSES OF ACTION AND JUDGMENTS OF ANY KIND TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFYING PARTY.

5. Limitation on Liability. Limitations: ALL ELECTRICITY SOLD HEREUNDER IS PROVIDED "AS IS", AND SELLER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES.

6. Relationship of Parties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us.

7. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to our affiliates and such affiliates' employees, agents, advisors, and independent contractors. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

8. Miscellaneous: Buyer hereby authorizes the Utility to release data to Seller regarding Buyer's historical or current billing and usage data. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire and any applicable Utility tariffs. Buyer appoints Seller as its agent for the purposes of effectuating delivery, including for receipt of billing and usage data from the Utility. Title, possession, control of the electricity, and risk of loss will pass from Seller to Buyer at

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the interconnect between the applicable RTO/ISO's transmission system and the Utility's distribution system. Seller may assign this Agreement, provided: (i) Seller gives Buyer at least fourteen (14) days prior written notice; (ii) such written notice informs Buyer that it may elect to (a) enroll with a different retail electric supplier or (b) return to Utility default service; and (iii) Seller receives all required regulatory approvals (if any). Buyer may assign this Agreement only with Seller's prior written consent and any attempted assignment without such consent shall be void. This Agreement constitutes the entire agreement between the Parties, superseding all verbal and written understandings. The Parties acknowledge and agree that (a) this Agreement constitutes a "forward contract" and/or "forward agreement" within the meaning of title 11 of the United States Code (the "Bankruptcy Code"), (b) each Party is a "forward contract merchant" within the meaning of the Bankruptcy Code, (c) for purposes of this Agreement, each Party is not a "utility" within the meaning of Section 366 of the Bankruptcy Code, and (d) 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, and (e) each Party further agrees to waive the right to assert that the other Party is a provider of last resort. This Agreement shall only be amended in a writing signed by both Parties. By agreeing to the terms and conditions herein, each individual additionally warrants that he or she is authorized to enter into this Agreement on behalf of the Party and Accounts for which it was made. Buyer should contact the Utility in the event of an electricity emergency.

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ACCOUNT SCHEDULE:**For: <Customer Name>****The pricing set forth below is only valid until 5:00 PM Error! Reference source not found. on <Insert Date>**

CNE shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.

Please verify that your specific information is COMPLETE and ACCURATE.

Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

TO ACCEPT THE PRICING BELOW, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT (888) 829-8738.

No. of Service Accounts:

UDC	UDC Account Number	Service Address	Start Date	End Date	Fixed Rate (\$/kWh)

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Terms of Service for Electricity Supply ("TOS") from Constellation Energy Services, Inc. ("Seller")

Address of supplier: 1221 Lamar Street, Suite 750, Houston, TX 77010

Average price per kWh: \$0.RATE per kWh, subject to changes pursuant to the section titled "Price" in the Electricity Supply Agreement ("Agreement"). Seller's Fixed Rate does not include other costs, including the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and Taxes.

Confidentiality: Seller shall not release confidential customer information without written authorization from Buyer, unless otherwise required by law. "Confidential customer information" includes, without limitation, Buyer's name, address, e-mail address, telephone number, and any individual customer payment information.

Deposit Requirements: If at any time during the Initial Term Buyer fails to pay timely or fails to meet Seller's credit standards, Seller may request that Buyer pay a deposit within 3 business days of Seller's request in an amount not to exceed (a) two times the highest month's estimated invoice amount in the past 12 months, plus (b) any mark to market exposure associated with this Agreement. Interest will not be paid on cash deposits.

Dispute Resolution: To discuss a dispute, Buyer may contact Seller's customer service department between 8am and 7pm Monday through Friday Eastern prevailing time, except holidays, at 1-800-536-1349 to discuss a dispute or write to Seller at the address above. 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 8am and 4:30pm, or by writing to the PUC at Consumer Affairs Division, 21 South Fruit Street, Suite 10, Concord NH 03301-2429 or by visiting its website at <http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>.

Do-Not-Call Registry: The National Do Not Call Registry provides a choice about whether to receive telemarketing calls at home. Most telemarketers should not call your number once it has been on the registry for 31 days. To file a complaint or to place your number on the list, visit <https://www.donotcall.gov>.

Duration of Agreement: From enrollment on or about the later of (a) the Month/Day/Year meter read or (b) the first meter read date following successful enrollment by the Utility, through the meter read on or about Month/Day Year. Your agreement will renew in accordance with the terms of the Agreement.

Early Termination Fees: During the Initial Term, if 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 Fixed Rate ("Positive Difference"), Seller's sole and exclusive remedy shall be that Buyer pay early termination fees in the amount of such Positive Difference multiplied by the remaining quantity for the remainder of the Initial Term.

Payment Terms: Since Seller's charges will appear on the utility's invoice, the due date, late payment charges, and other payment provisions shall be dictated by the terms of the applicable utility tariff. Please see the Utility's invoice for contact information.

Rescission: To rescind authorization, Buyer has (a) 3 business days from receipt of these TOS if the TOS are delivered in person or electronically or (b) 5 business days from the postmark date of these TOS if sent by US first class mail.

Social Services Agencies and Programs available to eligible customers by third parties and not provided or administered by Seller:

-Contact Community Action Committee at <http://www.nh.gov/oep/programs/fuelassistance/contact.htm> for Fuel Assistance Program (Low Income Home Energy Assistance Program), Neighbor Helping Neighbor (Energy assistance), Electric Assistance Program (Assistance in paying your electric bill), Weatherization Assistance Program (Free and reduced-cost weatherization services)

-National Grid territory: visit http://www2.nationalgridus.com/index_nh.jsp for Discount Rate, Fuel Assistance, Energy Efficiency Program, Neighbor Helping Neighbor Fund.

-PSNH territory: visit at <http://www.psnh.com> for Energy Star Lighting, Energy Star Appliance, Cost-Cutting, Energy Star rated systems, Net Metering, Incentives

-Unitil territory: visit <http://www.unitil.com> for Home Energy Assistance Program, Neighbor Helping Neighbor, Energy Star, Energy Lighting, Energy Appliance

Choosing to purchase electricity from a competitive supplier like Seller will result in the loss of any Electric Assistance Program discounts on the energy supply portion of Buyer's invoice.

Please retain these TOS for your records, which are required by the New Hampshire Code of Administrative Rules part 2004. Please see the Agreement for full details of the transaction. (TOS v. 02-2016 non-DMM)

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

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

Public Service of New Hampshire Certificate of Completion

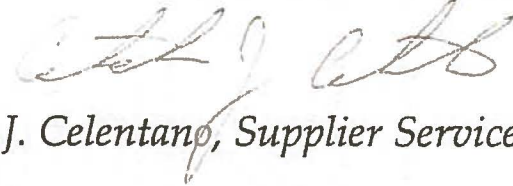
is hereby granted to:

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





NEW ENGLAND POWER POOL

Current Members

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Pre-Printed Rosters: Sector Roster Alphabetical (by Voting Member) Alphabetical (2d RNA)

Abest Power & Gas, LLC	Adams Electric Division	H Q. Energy Services (U.S.) Inc.	Nalcor Energy Marketing	Sarcom Energy East LLC
Acadia Center	Darby Energy, LLP	Hammond Balgrade Energy LLC	Narrogansett Electric Company	Savcon Power LLC
Achshut Company	Dartmouth Power Associates, LP	Hammond Lumber Company	National Gas & Electric, LLC	Savcon Energy II LLC
Aster Power Services LLC	DC Energy, LLC	Hampshire Council of Governments	NEPM II, LLC	SFE Energy Connecticut LLC
Ayera Energy LLC	Deepwater Wind Block Island LLC	Hancock Wind, LLC	New Brunswick Energy Mktg. Corp.	SFE Energy Massachusetts LLC
Algonquin Energy Services Inc.	Devon Power LLC	Hanover, NH (Town of)	New England Confectionery Co. Inc.	Shell Energy North America (US) LP
Alphatrazza Nickel LLC	Davonshire Energy LLC	Harborside Energy of Massachusetts	New England Energy Connection, LLC	Shipley Choice, LLC
Amblit Northeast LLC	DPC ENG CT, LLC	Harvard Dedicated Energy Limited	New England Power Company	d/b/a Shipley Energy
Ameresco CT LLC	Direct Energy Business, LLC	Hess Corporation	New England Wire Technologies Corp.	Shipyard Browning Co., LLC
American PowerNet Management, LP	Direct Energy Business Marketing, LLC	High Liner Foods (USA) Incorporated	New Hampshire Electric Coop. Inc.	Shipyard Energy LLC
AmericanWide Energy, LLC	Discount Power, Inc.	IKKO Energy, LLC	New Hampshire Industries, Inc.	Shrewsbury Electric & Cable Operations
Ampursand Energy Partners LLC	Dominion Energy Marketing, Inc.	Hingham Municipal Lighting Plant	NH Office of Consumer Advocate	SmartEnergy Holdings LLC
Arbanc Management LLC	Dominion Nuclear Connecticut, Inc.	Holden Municipal Light Department	New Hampshire Transmission, LLC	Solar Energy, LLC
Anthony, Christopher M.	DTE Energy Trading, Inc.	Holyoke Gas & Electric Department	New York State Electric & Gas, Inc.	Somerset Power LLC
Antrim Wind Energy LLC	Drake Energy Comm. Enterprises, Inc.	Howard Wind LLC	NextEra Energy Power Marketing LLC	South Hadley Electric Light Department
Archar Energy, LLC	Dynasty Power Inc.	Hudson Energy Services, LLC	NextEra Energy Maine, Inc.	South Jersey Energy Company
Ashburnham Municipal Light Plant	Dynegy Marketing and Trade LLC	Hudson Light and Power Department	NextEra Energy Resources, LLC	South Jersey Energy ISO1, LLC
Aspirity Energy, LLC	East Avenue Energy LLC	Hull Municipal Lighting Plant	NextEra Energy Sabrook LLC	South Jersey Energy ISO2, LLC
Associated Industries of Massachusetts	EDF Energy Services, LLC	Icotelec Energy Services, Inc.	Nagana Wind Power, LLC	Spark Energy, LP
Astral Energy LLC	EDF Trading North America, LLC	IDT Energy, LLC	Noble Americas Gas & Power Corp.	Springfield Power LLC
Athens Energy LLC	eCapital Investments LLC	Indeck Energy Alexandria, LLC	Noble Environmental Power, LLC	Spruce Mountain Wind, LLC
Atlantic Energy MA, LLC	Bectonville Maine, LLC	Independence Energy Group LLC	Nordic Energy Services, LLC	SPECTro, Inc.
Awaygrid Renewables, LLC	Electricity N.H., LLC d/b/a ENH Power	Industrial Energy Consumer Group	North America Power Partners LLC	Station Energy, Inc.
Backyard Farms, LLC	Bektroza, Inc.	Industrial Power Services Corporation	North American Power and Gas, LLC	StatAb Investment, LLC
Backyard Farms Energy, LLC	Eligo Energy, LLC	Inertia Power III LP	North Attleborough Electric Dept	Sterling Municipal Electric Light Dept
Bath Iron Works Corporation	Enara Energy Services Sub No 1 LLC	Inspire Energy Holdings, Inc.	Norfolk Power LLC	Stetson Holdings, LLC
BBFC LLC d/b/a Great Eastern Energy	Enara Energy Services Sub No 2 LLC	Interstate Gas Supply, Inc.	Norwood Municipal Light Department	Stetson Wind II, LLC
Bacon Falls Energy Park, LLC	Enara Energy Services Sub No 3 LLC	Inverenergy Energy Management LLC	NRG Canal LLC	Storax Solar & WE, LLC
Bear Swamp Power Company LLC	Enara Energy Services Sub No 4 LLC	Ipswich Municipal Light Department	NRG Outfallment Solutions, Inc.	Stowe Electric Department
Baldwin Municipal Light Department	Enara Energy Services Sub No 5 LLC	J. Aron & Company	NRG Power Marketing, LLC	Sunwave USA Holdings, Inc.
Berkshire Power Company, LLC	Enara Energy Services Sub No 6 LLC	J.F. Gray & Associates, LLC	NRSTAR Electric Company d/b/a	Sustaining Power Solutions LLC
Berlin Station, LLC	Enara Energy Services Sub No 7 LLC	Jeffrey A. Jones P.E.	Evosource Energy	SWEB Development USA, LLC
Black Bear Hydro Partners, LLC	Enara Energy Services Sub No 8 LLC	Joricho Power LLC	NTE Connecticut, LLC	Swift River Trading Company LLC
Blackstone Hydro, Inc.	Enara Energy Services Sub No 9 LLC	Just Energy (U.S.) Corp.	Number Nine Wind Farm LLC	Talen Energy Marketing, Inc.
Bloom Energy Corporation	Enara Energy Services Sub No 10 LLC	Kandall Green Energy LLC	Nkegen, LLC	Tanapet Energy Solutions, Inc.
Blue Sky East, LLC	Enara Maine Inc.	Kimberly Clark Corporation	Oasis Power, LLC d/b/a Oasis Energy	Taunton Municipal Lighting Plant
Blue Sky West, LLC	EMI Power Systems, LLC	King Forest Industries, Inc.	Ontario Power Gen. Energy Trading	TCPL Power Ltd.
BlueRock Energy, Inc.	EmpireCo Limited Partnership	Klein Energy Systems, LLC	Ontario Power Generation Inc.	TEC Energy, Inc.
BNP Paribas Energy Trading GP	Energy Management, Inc.	Liberty Power Delaware LLC	Order of St. Benedict of NH	Templeton Municipal Lighting Plant
Boston Energy Trading and Marketing	Energy Federation Inc.	Liberty Power Holdings, LLC	d/b/a St. Anselm College	Tenaska Power Services Co.
Boylston Municipal Light Department	Energy GPS LLC	Corp	Pacific Summit Energy, LLC	Texas Retail Energy, LLC
BP Energy Company	Enervus Holdings LLC	LifeEnergy, LLC	Palmco Power CT, LLC	The Energy Consortium
Braintree Electric Light Department	Enervus LLC	Linde Energy Services, Inc.	Palmco Power MA, LLC	The Energy Council of Rhode Island
Brayton Point Energy, LLC	Enervus Global Technologies, Inc.	Littleton (MA) Electric Light Dept	Parkview Adventist Medical Center	Titan Gas LLC
Bridgewater Power Company LP	d/b/a CPWER	Littleton (NH) Water and Light Dept	Pascoog Utility District	Town of New Shoreham Rhode Island
Brookfield Energy Marketing Inc	Engelhart (CT) UPS LLC	Long Island Lighting Co. d/b/a LIPA	Patriot Partnership LLC	Town Square Energy, LLC
Brookfield Energy Marketing LP	ENGIE Resources LLC	Longview Wind, LLC	Pawtucket Power Holding Company	TrailStone Power, LLC
Brookfield Renewable Energy Mktg US	Energy Nuclear Power Marketing LLC	Longview Energy, LLC	Paxton Municipal Light Department	TransAlta Energy Marketing (U.S.) Inc.
Brookfield White Pine Hydro LLC	Enlight Energy East, Inc.	Longwood Medical Energy	Paxton Municipal Light Department	TransCanada Energy Ltd.
Brown Bear II Hydro, Inc.	Enlightower, Inc.	Collaborative, Inc.	Paxton Municipal Light Plant	TransCanada Power Marketing Ltd.
Bucksport Generation LLC	Especo USA, Inc.	Lotus Danbury LMS100 One LLC	Peninsula Power, LLC	Twin Eagle Resource Management, LLC
Burlington Electric Department	ESI Northeast Energy GP Inc. Essential	Lotus Danbury LMS100 Two LLC	Pemco Energy, LLC	Utl. Distributed Resources, LLC
C.N. Brown Electricity, LLC	Essential Power Massachusetts LLC	MA Operating Holdings, LLC	Pioneer Hydro Electric Co., Inc.	Unica Energy, LP Series G
Calpine Energy Services LP	Essential Power Newington, LLC	Madison Electric Works	Plainfield Renewable Energy, LLC	Union Atlantic Electricity, Inc.
Calpine Energy Solutions, LLC	ETC Enduro Energy, LLC	MAG Energy Solutions, Inc.	Plant E Corp.	Union Leader Corporation
Canadian Wood Products Montreal, Inc.	Evergreen Wind Power II, LLC	Maine Power LLC	Plymouth Rock Energy, LLC	Union of Concerned Scientists, Inc.
Canandaigua Power Partners, LLC	Evergreen Wind Power III, LLC	Maine Public Advocacy Office	PNE Energy Supply, LLC	Uniper Global Commodities North
Capo Light Compact	EverPower Commercial Services LLC	Major Energy Electric Services	Power Bidding Strategies, LLC	America LLC
Cargill Power Markets, LLC	Evosource Energy Transmission	Manchester Methane, LLC	Power Supply Services, LLC	United Illuminating Company
Castleton Commod. Merchant Trading	Ventures, Inc.	Mansfield Municipal Electric Dept	Powerex Corp.	Unitil Energy Systems, Inc.
Central Maine Power Company	Everyday Energy, LLC	Marble River, LLC	PowerOptions, Inc.	UNITIL Power Corp.
Centre Lane Trading Limited	Exelon Generation Company, LLC	Marblehead Municipal Light Dept	Praxair, Inc.	University of Massachusetts at Amherst
Champion Energy Marketing LLC	Fairchild Energy, LLC	Mass Solar 1, LLC	Pricaton Municipal Light Department	University System of New Hampshire
Champlain VT, LLC	Fairpoint Energy, LLC	Mass. Office of the Attorney General	Provider Power Mass, LLC	Utility Expense Reduction LLC
Chesler Municipal Light Department	Fairwind Annapolis	Mass. Bay Transportation Authority	PSLC Energy Resources & Trade LLC	Utility Services, Inc.
CHI Power Marketing, Inc.	First Point Power, LLC	Mass. Development Finance Agency	PSEG New Haven LLC	VCharge Inc.
Chicopee Municipal Lighting Plant	First Wind Energy Marketing, LLC	Mass. Electric Company	Public Power, LLC	Verde Energy USA, Inc.
Choice Energy LLC	FirstLight Power Resources	Mass. Gas and Electric, Inc.	Public Service Co. of New Hampshire	Vermont Electric Cooperative
CinCorp V, LLC	Management, LLC	Mass. Municipal Wholesale Electric, Co	d/b/a Evosource Energy	Vermont Electric Power Company, Inc.
Citigroup Energy Inc.	Fisher Road Solar I LLC	Mass. Port Authority	Fulman Hydropower, Inc.	Vermont Energy Investment Corp.
CleanChoice Energy, Inc.	Fitchburg Gas and Electric Light Co.	MATFP LLC	Rainbow Energy Marketing	Vermont Public Power Supply Authority
CleanChoice Energy LLC	Food City, Inc.	Mega Energy Holdings, LLC	Corporation	Vermont Transco LLC
CLEAResult Consulting Inc.	Footprint Power Salem Harbor	Marcus Energy America, Inc.	IBC Energy Services LP	Vermont Wind
Cleanview Electric Inc.	Development	Marmac Municipal Light Department	Reading Municipal Light Plant	Verso Maine Energy, LLC
Commonwealth of Massachusetts	H1 Energy Mason LLC	Masdonk Stream Hydro, LLC	Record Hill Wind LLC	Viridian Energy, LLC
(Div. of Capital Asset Management)	H1 Energy Wyman LLC	Middleboro Waste Action Corporation	Rebenergy Stratton Energy LLC	Viridit Inc.
Commonwealth Resource Management	H1 Energy Wyman IV LLC	Middleton Municipal Electric Dept	Reliant Energy Northeast LLC	Wakohold Municipal Gas and Light Dept
Corporation	Freightport Commodities LLC	Middleton Municipal Electric Dept	Residents Energy, LLC	Wallingford CT DP&U Electric Division
Competitive Energy Services, LLC	Gall Power Inc.	Middleton Municipal Electric Dept	Rhode Island Engine Genco, LLC	Wallingford Energy II, LLC
Concord Municipal Light Plant	Garland Manufacturing Company	Middleton Municipal Electric Dept	Rhode Island State Energy Center LP	Waterbury Generation, LLC
Conn. Central Energy, LLC	Garland Power Company	Middleton Municipal Electric Dept	Rocky Gorge Corporation	Waterbury Power, LLC
Conn. Gas & Electric, Inc.	Gas Recovery Systems, LLC	Middleton Municipal Electric Dept	Rocktop Investments Inc.	Wellfleet Municipal Light Plant
Conn. Jet Power LLC	QBE Power Inc.	Middleton Municipal Electric Dept	Rowley Municipal Light Plant	West Boylston Municipal Lighting Plant
Conn. Light and Power Company d/b/a				Western Massachusetts Electric Co.
Evosource Energy				

Conn. Materials Innovations & Recycling
 Authority
 Conn. Municipal Electric Energy Coop.
 Conn. Office of Consumer Counsel
 Conn. Transmission Municipal Electric
 Energy Coop.
 Conservation Law Foundation
 Consolidated Edison Co. of NY, Inc.
 Consolidated Edison Development, Inc.
 Consolidated Edison Energy, Inc.
 Consolidated Edison Solutions, Inc.
 Constellation Energy Power Choice, LLC
 Constellation Energy Services, Inc.
 Constellation NewEnergy, Inc.
 Convergent Energy and Power LLC
 Covanta Energy Marketing, LLC
 Covanta Haverhill Associates, LP
 Covanta Projects of Wallingford, LP
 CPV Towantic, LLC
 Cricket Valley Energy Center, LLC
 Cross-Sound Cable Company, LLC
 Cumulus Master Fund

GDF SUEZ Energy Marketing NA, Inc.
 GenBright, LLC
 GenConn Energy LLC
 GenOn Energy Management, LLC
 Georgetown Municipal Light Dep't
 Goose River Hydro, Inc.
 Granite Reliable Power, LLC
 Granite Ridge Energy, LLC
 Gravity Renewables Inc.
 Great Bay Power Marketing, Inc.
 Green Berkshires, Inc.
 Green Development, LLC d/b/a Wind
 Energy Development, LLC
 Green Mountain Energy Company
 Green Mountain Power
 Green Power USA
 Groton Electric Light Department
 Groveland Electric Light Department

Montville Power LLC
 Moore Company, The
 Moore Energy LLC
 Morgan Stanley Capital Group, Inc.

Royal Bank of Canada
 Russell Municipal Light Department

d/a Eversource Energy
 Westfield Gas & Electric Light Dep't
 Wheelabrator Bridgeport, LP
 Wheelabrator North Andover, Inc.
 WM Renewable Energy, LLC
 Wolfeboro Municipal Electric Department
 Wolverine Holdings, L.P.
 XOOM Energy LLC
 Yes Energy, LLC
 Z-TECH, LLC

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GUARANTY AGREEMENT

This Guaranty Agreement (the "**Guaranty**") is made by **Exelon Generation Company, LLC** ("**Guarantor**"), a Pennsylvania limited liability company, in favor of the New Hampshire Public Utilities Commission ("**Commission**").

1. **Guaranty.** Guarantor hereby unconditionally and absolutely guarantees the punctual payment when-due of the payment obligations of its subsidiary, Constellation Energy Services, Inc. (formerly known as Integrys Energy Services, Inc.) ("**Constellation**") to the Commission pursuant to Commission order or applicable law or rule (collectively, the "**Guaranteed Obligations**"); *provided, however, that* the total liability of Guarantor hereunder is limited to three hundred fifty thousand dollars (\$350,000) ("**Liability Cap**"). Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only.

By acceptance of this Guaranty, the Commission agrees that this Guaranty replaces, supersedes and renders null and void any prior guaranty provided to support Constellation's obligations to the Commission including, without limitation, the guaranty dated as of February 23 2015, by Exelon Generation Company, LLC.

2. **Guaranty Absolute.** The obligations of the Guarantor hereunder are several from Constellation or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for the Commission, in order to enforce payment by Guarantor under this Guaranty, to show any proof of Constellation's default, to exhaust its remedies against Constellation, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by the Commission upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Constellation or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Constellation or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. **Waiver.** This is a guaranty of payment and not of collection. Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by the Commission in reliance hereon or in connection herewith;

- (b) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations; and
- (c) any requirement that suit be brought against, or any other action by the Commission be taken against, or any notice of default or other notice be given to, or any demand be made on Constellation or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

4. **Reservation of Defenses.** Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a Guaranty. Guarantor does reserve the right to assert defenses which Constellation may have to payment of any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Constellation and other defenses expressly waived hereby.

5. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon receipt, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, facsimile or personally delivered. Notices shall be sent to the following addresses:

If to the Commission:

Debra Howland
Executive Director
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429
Fax: (603) 271-3878

If to Guarantor:

Exelon Generation Company, LLC
10 South Dearborn Street, 52nd Floor
Chicago, Illinois 60603
Attn: Treasurer and Assistant Treasurer
Fax: (312) 394-8867

with a copy to:

Constellation Energy Services, Inc.
1310 Point Street, 12th Floor
Baltimore, MD 21231
Attn: Credit Department
Phone: 410-470-6000
Fax: 410-468-3828

6. **Demand and Payment.** Any demand by the Commission for payment hereunder shall be in writing, signed by a duly authorized representative of the Commission and delivered to the Guarantor pursuant to **Section 5** hereof, and shall (a) reference this Guaranty, (b) specifically identify Constellation, the nature of the default, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.

7. **No Waiver; Remedies.** Except as to applicable statutes of limitation, no failure on the part of the Commission to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

8. **Term: Termination.** This Guaranty shall remain in full force and effect until March 24, 2022, but may be terminated at any time by the Guarantor by providing at least sixty (60) days' prior written notice to the Commission; provided, however, Guarantor agrees that the obligations and liabilities hereunder shall continue in full force and effect with respect to any Guaranteed Obligations based on claims, actions or circumstances arising on or prior to the date of such termination.

9. **Captions.** The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

10. **Representation and Warranties.**

The Guarantor represents and warrants as follows:


- (a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.

- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
 - (c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the Commission's rights and to general equity principles.
11. **Limitation by Law.** All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.
12. **GOVERNING LAW.** THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW HAMPSHIRE.

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IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this 20th day of December, 2016.

Guarantor: Exelon Generation Company, LLC

By: 
Name: Elisabeth Graham
Title: ASSISTANT TREASURER

JPM/NR
12/20/16

ORIGINAL

Certification Statement

STATE OF MARYLAND
COUNTY OF BALTIMORE CITY

David Ellsworth, being duly first sworn, deposes and says that he is the Chief Operating Officer of Constellation Energy Services, Inc.; that he has authority to submit this application for renewal on behalf of Constellation Energy Services, Inc.; he has read the foregoing Application for Renewal of Constellation 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.



David Ellsworth
Chief Operating Officer

Subscribed and sworn to before me
This 21st day of December, 2016.



Notary Public

