

Robert J. Munnely Jr.

**VIA E-FILING AND FIRST-CLASS MAIL**

October 31, 2017

NHPUC 2NOV17AM10:55

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

Re: Docket No. DM 17-126 Renewal Registration of Town Square Energy, LLC as a Competitive Electric Power Supplier

Dear Ms. Howland:

Enclosed please find a revised Final Terms of Service, effective as of November 1, 2017.

An original and six (6) copies of this letter and the documents are filed herewith. Please contact the undersigned if there are any questions.

Sincerely,



Robert J. Munnely, Jr.

RJM/jmc

Enclosures

cc: Docket Service List (by email)

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**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMERS' LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.**

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

**1. PRICING:** For each billing cycle, the price for the electricity supplied pursuant to this Agreement will be calculated by multiplying the (i) the Fixed rate or Variable rate for the electricity by (ii) the amount of electricity consumed as determined by the LDC's actual or estimated meter reads. Fixed rates are rates that remain the same for the length of an agreed-upon term. If you have chosen a Fixed rate product the Fixed rate will be set forth on the Disclosure Summary. Variable rates are rates that fluctuate at TSE's discretion based on a number of factors, including, but not limited to, conditions on the wholesale electricity market, the actual and estimated costs of obtaining electricity from all sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss costs, costs to comply with any applicable Renewable Portfolio Standards and TSE's expenses and margins. Your rate includes generation services only and does not include any applicable taxes. If you have been a customer of the LDC's default service generation rate, you may compare your rate to the LDC's default service rate by referring to the supplier services portion of your most recent electric bill or the LDC's website. In addition, you are responsible for paying your LDC's distribution and transmission charges as well as any other applicable charges, such as the system benefits charge, stranded cost recovery charge and taxes. Please note that Variable rates can increase without notice and may exceed your LDC's default service generation rate. You will not know what the price will be for the electricity used until the bill has been issued to you. You can obtain the applicable price per kWh by going to our website at [www.townsquareenergy.com](http://www.townsquareenergy.com). Note that it may take one or more billing cycles for a price variation to become effective. TSE's highest and lowest variable prices over the past 12 months can be found in Attachment A to this Agreement.

**2. GREEN/RENEWABLE ENERGY SUPPLY OPTION:** If you have chosen the Green/Renewable Energy Supply option, TSE will ensure that 100% of your electricity usage is matched with renewable energy certificates. [A renewable energy certificate is a tradable, non-tangible energy commodity that represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource and was fed into the shared system of power lines which transport energy]. TSE may take up to 24 months after the end of each calendar year under which this Agreement is in effect to address any deficiency that may arise in the green/renewable content of electricity



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sold under this Agreement in the previous calendar year. If you have chosen a Variable rate product and the Green/Renewable Energy Supply Option, your rate for the electricity supplied will be TSE's Variable rate plus an "adder" of up to 3 cents per kWh. If you wish to cancel the Green/Renewable Energy Supply Option you may call TSE at 1-877-430-0093. If you have chosen a Fixed rate product with the Green/Renewable Supply Option, it will no longer apply if your service continues on a Variable rate after the Initial Term pursuant to the TERMS/FEEES/NO GUARANTEE OF SERVICE section below.

**3. TERM/FEEES/NO GUARANTEE OF SERVICE:** For new customers of TSE, service of the Initial Term under this Agreement will begin on a date specified by your LDC and will continue for the number of billing cycles specified in your Disclosure Summary. If TSE wishes to renew this Agreement after the Initial Term with another Fixed rate plan, then prior to the end of the Initial Term, TSE will provide you with written notice of renewal ("Renewal Notice"), including the length of the term of such renewal ("Renewal Term") and the Fixed rate that will apply during the Renewal Term. This Agreement will automatically renew for the Renewal Term set forth in the Renewal Notice, at the Fixed rate set forth in the Renewal Notice, unless you request that we cancel your service as described in the Renewal Notice or you enter into a new agreement with TSE that replaces this Agreement. Subsequent Fixed rate Renewal Terms will be implemented in the same manner. If TSE does not wish to offer you another Fixed rate plan (to follow the Initial Term or any subsequent Fixed rate Renewal Term), then upon expiration of the then-current Term your service with TSE will continue on a month-to-month basis with a Variable rate that fluctuates at TSE's discretion as described above in the "Pricing" section. Customer acknowledges that TSE cannot guarantee a switch of Customer's account by a specific date and hereby holds harmless TSE from any liability for, or arising out of, delays in this process.

**4. RIGHT TO RESCIND:** You have the right to cancel this Agreement until midnight of the fifth business day after the date that you receive this Agreement via email or, if you receive a mailed Agreement, your right to rescind extends to midnight of the sixth business day after the postmark date. In the event you were solicited in-person at your residence you have the right to cancel this Agreement until midnight of the tenth business day after the date that you receive this Agreement via email or, if you receive a mailed Agreement, your right to rescind extends to midnight of the eleventh business day after the postmark date. To cancel this Agreement, you can write to us at 208 W. Chandler Heights Rd., Suite 102, Chandler, AZ 85248, call 1-877-430-0093, email us at [customer-care@townsquareenergy.com](mailto:customer-care@townsquareenergy.com) or text 1-952-641-7872.

**5. CANCELLATION/TERMINATION:** You may cancel this Agreement at any time and without advance notice to us. To cancel this Agreement, you may call, mail or email TSE at the contact information provided within this Agreement. You may also cancel this Agreement by contracting with a different supplier, contracting with an aggregator granted agency authority or contacting the LDC to select default service through the utility. When you cancel services, you agree to pay for the services provided by TSE through the date you are switched to another electric supplier or returned to the LDC for service. You are responsible for all charges incurred through the date on which



cancellation is effected by the LDC in addition to any Early Termination fee specified in the Disclosure Summary. Once your service has begun, it will continue indefinitely until canceled by either you or TSE.

**6. ACCESS TO CUSTOMER INFORMATION:** By entering into this Agreement, you agree that your LDC may release to us certain information that we need to provide you with service, including but not limited to your address, telephone number, account numbers, historical usage information, peak electricity demand, payment history and placement on LDC budget billing and/or payment plans. We will not give or sell your confidential information to any unaffiliated third party, except as authorized in NHPUC's rules at Puc 2004.019, without your written consent unless we are required to do so by law or your account is assigned to a successor energy company to TSE.

**7. LOW-INCOME PROGRAMS AND ELECTRIC ASSISTANCE PROGRAM ("EAP").** EAP is a discount electric rate available to a qualifying residential customer by its LDC. **If you are currently on such a rate with your LDC, we suggest that you not enroll with TSE as the program benefits do not apply to our charges.** For further information, contact the local Community Action Agency ("CAA") by either calling the New Hampshire Public Utility Commission ("NHPUC") at 1-800-852-3793 (within NH) or 603-271-2431, or visiting the NHPUC online at:

<http://www.puc.state.nh.us/Consumer/electricassistanceprogram.htm> to obtain contact information based on the County in which your account is located. Additional information regarding EAP and other assistance programs, including Low Income Heating Assistance Program, Neighbor Helping Neighbor and Project Care, can be found on the Office of Consumer Advocate's Assistance Program webpage at: <http://www.oca.nh.gov/assistanceprograms.htm>.

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

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

**10. BILLING AND PAYMENT:** You will normally receive one monthly bill from your LDC that includes the TSE generation charge and the LDC delivery charges, each with taxes thereon. You will make payments for both the TSE generation charge and the delivery



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charges directly to your LDC in accordance with your LDC's payment terms, including, but not limited to, price of transmission and distribution, the system benefit charge, standard cost recovery charge, and taxes. The LDC will set the date that your payment is due. Your bill will be based on the monthly meter reading by the LDC. In the event that the LDC later adjusts its reading for any reason, TSE's charges will be similarly adjusted. Please consult your LDC's tariffs for information regarding late fees on delinquent payments, termination of service for non-payment, security deposits, payment arrangement plans, and other payment and credit terms. Please also consult your LDC's website or tariffs for information regarding LDC basic service delivery rates for your electric service. If TSE issues the bill, payment of the full amount is due twenty-five (25) days after the date the bill is mailed. If you do not pay your bill on time, you may incur late charges and fees. We have the right to cancel this agreement upon 14-days' written notice, if you don't pay your bill or if you don't meet any payment arrangements to which we have both agreed. If you don't pay your LDC's charges, you may be disconnected under the terms of the LDC's tariffs. You shall continue to be responsible for all charges and fees incurred under the terms of this Agreement. This Agreement allows TSE to obtain credit and other information necessary to collect any unpaid balance. Any and all returned checks are subject to a returned check fee of at least \$20, plus any bank fee equal to the maximum fee allowed by law. TSE does not offer budget billing.

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

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



**13. REBATE PROGRAMS:** From time-to-time TSE may offer a rebate program for new customers who enroll with TSE and maintain active accounts with TSE for a specified period of time. To be eligible to earn a rebate under any such rebate program, you will have 60 days to complete a validation process in accordance with the instructions that will be provided to you. You will also have to be an active customer of TSE, in good standing, at the time the rebate is to be issued in order to qualify for the rebate. Rebate amounts appearing in TSE's advertising materials or presented orally to potential customers are merely examples of rebate amounts that customers might be eligible to receive. The actual amount of any rebate will be computed by reference to your actual usage over the term of this Agreement, which may vary substantially from any estimate provided. Any rebate earned by you will be sent to you at the address that you provide during the validation process. Rebates can be issued in a variety of forms including, but not limited to, checks, stored-value cards, or electronic gift cards. Stored-value cards and electronic gift cards will be issued by an issuing bank, pursuant to a direct relationship between you and the issuing bank, and will be subject to the terms and conditions of a Cardholder Agreement. Stored-value cards and electronic gift cards will expire 6 months after issuance.

**14. COMPLAINTS, DISPUTE RESOLUTION, MANDATORY ARBITRATION and CLASS ACTION WAIVER:** Please contact a TSE customer service representative by telephone or via email if you have questions or concerns regarding your bill or our service. If you are not satisfied with our initial attempt to resolve the problem, we ask that you request to have your issue escalated within our organization. If you remain unsatisfied, or if you have questions about your rights and responsibilities, you may seek assistance from the NHPUC, including the right to request a hearing pursuant to Rules Puc 2005.07 and Puc 204. You may contact the NHPUC at 1-800-852-3793. Any dispute, controversy or claim arising out of, or related to, TSE's services under this Agreement that is not resolved directly between the parties or by the NHPUC (collectively, the "Claims"), shall be resolved by arbitration before the American Arbitration Association ("AAA") conducted under the AAA Commercial Rules and, if Customer is a residential customer, the Consumer-Related Disputes Supplementary Procedures.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. FURTHER, CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY



OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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

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

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

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

**19. ACCEPTANCE AND CHANGE IN LAW:** This Agreement shall not become effective until accepted by TSE. This Agreement may be modified from time-to-time in accordance with NHPUC laws and rules and shall govern TSE's provision of generation service. This Agreement is subject to any future legislation; orders, rules, or regulations



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of the NHPUC; or tariff or policy changes of the LDC. These changes are beyond the control of TSE, and may impact the terms and/or price of this Agreement.

**20. ENTIRE AGREEMENT:** The foregoing Terms of Service, and the Disclosure Summary referenced herein, sets forth the entire Agreement between the parties and any other understandings or representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

**21. METHOD OF COMMUNICATION:** During the enrollment process you will be asked to select the method of communication that you would like TSE to use when communicating required information to you. The options that you may choose from are; electronic mail for all communications, written correspondence delivered by US mail for all communications, or text messaging for communications after completion of customer enrollment.