

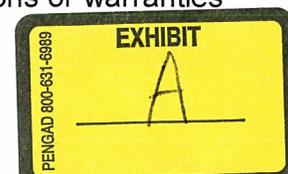
Glacial Energy of New England, Inc.
Residential Customer Electricity Agreement – New Hampshire
Terms and Conditions

Version 2.3 2/14/2013

- 1. Agreement.** Glacial Energy of New England, Inc. (“Glacial Energy”) agrees to sell and provide, and you, Customer, agree to buy and receive, the quantity of electricity necessary to meet your full requirements during the term of this Agreement as reflected in the electricity consumption data provided to Glacial Energy or as directed by your Local Distribution Utility (“LDU”), subject to the eligibility requirements of your local LDU and acceptance by Glacial Energy. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.
- 2. Services.** Glacial Energy will supply electricity for your home. Glacial Energy is a competitive retail electric supplier and is not your LDU. This Agreement, the Disclosure Statement, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect your entire Agreement (the “Agreement”) with Glacial Energy and supercede any oral or written statements made in connection with this Agreement or your electricity supply. Any changes to this Agreement must be made in writing and signed by both parties. Your LDU will continue to send electricity to your home, read your meter, make repairs, and send a bill. The LDU will also respond to emergencies and provide other traditional utility services. The electricity that you buy from Glacial Energy will be billed by the LDU along with the LDU’s charges for transmission and delivery. You acknowledge that you are not required to switch your electricity to Glacial Energy, and that you have a right to change to another Competitive Electric Power Supplier (“CEPS”), subject to the terms and conditions set forth herein.
- 3. Term.** Glacial Energy will begin supplying your electricity on the effective date that the LDU switches your account to Glacial Energy. The Agreement will continue for the Term specified on your Enrollment Form or Welcome Letter, unless the Agreement is renewed.
- 4. Price.** Each month you will pay your bill for electricity, which will be calculated by multiplying: the applicable rate of electricity per kilowatt hour (kWh), which shall be calculated as set forth in the Disclosure Statement (the “Contract Price”), by the amount of electricity used during the billing cycle, plus any other fees that apply to your rate plan, applicable taxes, fees, and charges levied by your LDU for distribution and other services. If a Fixed Rate, the Contract Price includes any credit costs, margin, or costs associated with meeting Renewable Portfolio Standards (“RPS”) at the levels required by currently applicable law unless otherwise stated below. The Contract Price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The Contract Price may be higher or lower than the LDU’s rate in any given month. Cancellation fees may apply if you terminate this Agreement prior to the end of your Term.

Fixed Term Options

- **Fixed Rate.** If you selected a fixed rate plan, the Contract Price per kWh for electricity is indicated on your Enrollment Form or Welcome Letter and guaranteed not to change for the initial Term (“Fixed Price Plan”).
- **Glacial Pure[®]** (subject to availability). In addition to electric supply for your home, you will also purchase a portion of Pure Wind[®] Renewable Energy Certificates (“RECs”) which are associated with the generation of renewable energy from Renewable Resources, as certified by Green-e Energy[®]. The RECs shall be equivalent to 100% of your estimated load volume during the term of this Agreement. “Renewable Resource” means a generation source, such as a wind farm, that is recognized as renewable by Green-e Energy[®]. For more details about the Pure Wind[®] RECs, please refer to the Product Content Label available on Glacial Energy’s website. The RECs you purchase do not include any tax credits, depreciation allowances or third party subsidies of any kind. Your purchase of a REC product helps support the production and development of renewable-sourced electricity. Glacial makes no representations or warranties



that the RECs retired by Glacial can be used as carbon offsets or otherwise for compliance with any emission reduction program.

Variable Rate Plan Options

- **Variable Rate.** If you selected a Variable Rate, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, “uplifted” imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and a retail adder (the “Variable Rate”). This is not a fixed term product. At any time, you may give 30 days’ written notice to Glacial Energy that you wish to cancel your Variable Rate service.
- **Variable Rate with Introductory Period.** If you selected a Variable Rate with an Introductory Period, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, “uplifted” imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and either a fixed or variable retail adder.

For your electricity usage during the introductory period identified on your Enrollment Form or Welcome Letter (the “Introductory Period”), your rate shall be set at the rate also set forth on your Enrollment Form or Welcome Letter (the “Introductory Rate”). This is not a fixed term product. At any time, you may give 30 days’ written notice to Glacial Energy that you wish to cancel your service under a Variable Rate with Introductory Period product.

5. Renewal Notice; Notification of Changes. At the end of your Term, your Agreement will automatically renew under either a new Fixed Term Plan (if offered) or at Glacial’s monthly variable rate, until you notify Glacial Energy that you wish to terminate. No later than 30 days prior to the end of the Term, Glacial Energy will send you a notice of any change to the existing terms and conditions that will apply for your renewal. In the event you renew under Glacial’s monthly variable rate, you may cancel at any time without paying a cancellation fee after completing the Term of your initial Agreement. Glacial Energy will also send you written notice at least 30 days prior to making any material changes to this Agreement.

6. Rescission and Termination. You have the right to rescind a service request with Glacial Energy without any exit fee or penalty of any kind for five (5) business days following the postmark date of this document, by calling Glacial Energy at 1-888-452-2425 or by sending an email to: customercare@glacialenergy.com.

- **Early Termination Fee.** Fixed Term Plan Customers who wish to terminate this Agreement after the five-day rescission period referenced above will be required to pay an early termination fee of \$100. The early termination fee is not a penalty, but is designed to compensate Glacial Energy for the cost of buying electricity in advance on your behalf.
- **Timing of Termination.** It will take a reasonable amount of time for your LDU to process your service termination with Glacial Energy. During that time, you agree to pay for the electricity you consume that is supplied by Glacial Energy.
- **Change of Residence.** You may terminate this Agreement without penalty if you relocate outside Glacial Energy’s service area or into an area where Glacial Energy charges a different price.

- **Eligibility for Residential Rate.** The rate(s) provided by Glacial Energy pursuant to this Agreement are intended for Residential Rate Classes (excluding heating rates), as defined by your LDU. If your service location has not been assigned an eligible Residential Rate Class, Glacial reserves the right to cancel this Agreement and return you immediately to default service with the LDU. In the event this occurs, you will receive a written or verbal communication to this effect and you will have the opportunity to enroll in one of Glacial's commercial rate plans if your rate class qualifies. If you have any questions, please contact Customer Care at (888) 452-2425.

7. Billing and Payment. You will receive a single bill from the LDU that contains Glacial charges for electric supply as well as the LDU's charges for the delivery of such electricity. You agree to pay all amounts invoiced by the LDU. If you do not pay your bill, you may be subject to a late payment fee as determined by the LDU, and you may be subject to termination of your electricity service under the LDU's tariff as approved by the Public Utilities Commission. For billing inquiries, please contact your local utility toll-free as follows: PSNH 1-800-662-7764; Unitil – 1-800-582-7276 (Seacoast) or 1-800-852-3339 (Capital Area).

You may be held responsible for reimbursing the LDU for any collection fees incurred in collecting your outstanding invoices. Glacial Energy reserves the right to adjust amounts previously invoiced based upon supplemental or additional data that Glacial may receive from the LDU or ISO.

8. Bill Payment Assistance. If you are a low income customer and are having difficulty paying your bill, there may be some assistance programs available to you. Please visit www.oca.nh.gov/assistanceprograms.htm to learn more about programs like Low Income Heating Assistance Program (LIHEAP) or the Electric Assistance Program (EAP), please visit www.puc.nh.gov/Consumer/electricassistanceprogram.htm, or call the New Hampshire Public Utilities Commission toll-free at (800) 852-3793 or (603) 271-2431.

9. Dispute Resolution. If you have a question about your bill(s) you may contact Glacial Energy by calling Customer Care at 1-888-452-2425, M-F 8 a.m. – 6 p.m. EST; by sending a letter to: Glacial Energy, P.O. Box 1057, Sandwich, MA 02563, or by sending an email to: customercare@glacialenergy.com. Glacial Energy representatives in good faith will use reasonable efforts to reach a mutually satisfactory resolution. If you are still not satisfied, you may contact a Glacial Energy supervisor, who will respond promptly. If a dispute still cannot be resolved, you may appeal to the PUC's Consumer Affairs Division by calling 1-800-852-3793.

10. Limitation of Liability and Warranty. GLACIAL ENERGY WILL PROVIDE ELECTRIC ENERGY TO YOU THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY CONTROLS NOR PHYSICALLY TAKES POSSESSION OF THE ELECTRIC ENERGY PRIOR TO DELIVERY TO YOUR HOME. THEREFORE, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE ELECTRIC ENERGY NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO YOUR HOME. GLACIAL ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES WHATSOEVER. GLACIAL ENERGY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Force Majeure/Excuse. Glacial Energy will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure (as defined by the LDU or any transmission/distribution entity), including but not limited to: acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to Locational Installed Capacity, which results in Glacial Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Glacial Energy may terminate the Agreement.

12. Authorization for Information Release. You authorize Glacial Energy to obtain your usage and/or payment history and credit information from credit reporting agencies. Attempted enrollment via the Internet or via approved telephonic means shall constitute authorization for the release of this information to Glacial Energy. You may rescind this authorization at any time by contacting Glacial Energy. Glacial Energy may refuse to accept you as a customer if your credit score does not meet or exceed its enrollment criteria. If you are accepted as a customer, Glacial Energy may report your payment experience to credit reporting agencies. Glacial Energy shall not release your confidential information without written authorization from you along with a statement, not inconsistent with PUC Rule 2004.09, concerning which of your information shall be considered confidential.

13. Assignment. You may not assign your interests and obligations under this Agreement without the prior written consent of Glacial Energy. Such consent shall not be unreasonably withheld if the assignee has a credit rating equal to or better than yours. Glacial Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof to another CEPS or another entity as authorized by the PUC. Upon an assignment of accounts, you acknowledge that Glacial Energy shall have no further obligations hereunder.

14. Governing Law and Regulations. This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

15. Customer Acknowledgments

You acknowledge and agree that Glacial Energy is not acting as your consultant or advisor for any purpose, and you will not construe or rely on any information provided or statements made by Glacial, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and you are making your own decisions based solely upon your analysis and the advice of your own advisors, if any, and are not relying on Glacial in any way in making its decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

16. Customer Protection. If you have any questions about your rights and responsibilities under this Agreement, you may contact the New Hampshire Public Utility Commission's consumer affairs division at 1-800-852-3793.

17. Measurement. The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDU.

18. Miscellaneous. You agree to promptly notify Glacial Energy if there are any drastic changes in your energy consumption. Except as otherwise provided by law, you will pay all taxes and other fees due and payable with respect to your obligations hereunder. This Agreement is subject to any future legislation, orders, rules, regulations, or local utility tariff or policy changes. There may be a delay before the LDU switches your electricity supply to Glacial Energy; Glacial Energy is not responsible

for any such delays. Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available.

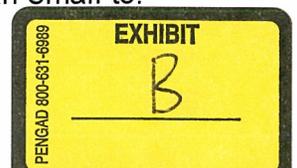
19. Do Not Call Registry. The National Do Not Call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting www.donotcall.gov or calling toll free (888) 382-1222.

20. Emergency Service. In the event of service interruption or an electric emergency, you should immediately call your local utility as follows: Public Service of New Hampshire – (800) 662-7764; Unitil - (800) 852-3339.

Glacial Energy of New England, Inc.
Residential Customer Electricity Agreement – New Hampshire
Liberty Plan – Terms and Conditions

Version 2.3 2/14/2013

- 1. Agreement.** Glacial Energy of New England, Inc. (“Glacial Energy”) agrees to sell and provide, and you, Customer, agree to buy and receive, the quantity of electricity necessary to meet your full requirements during the term of this Agreement as reflected in the electricity consumption data provided to Glacial Energy or as directed by your Local Distribution Utility (“LDU”), subject to the eligibility requirements of your local LDU and acceptance by Glacial Energy. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.
- 2. Services.** Glacial Energy will supply electricity for your home. Glacial Energy is a competitive retail electric supplier and is not your LDU. This Agreement, the Disclosure Statement, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect your entire Agreement (the “Agreement”) with Glacial Energy and supercede any oral or written statements made in connection with this Agreement or your electricity supply. Any changes to this Agreement must be made in writing and signed by both parties. Your LDU will continue to send electricity to your home, read your meter, make repairs, and send a bill. The LDU will also respond to emergencies and provide other traditional utility services. The electricity that you buy from Glacial Energy will be billed by the LDU along with the LDU’s charges for transmission and delivery. You acknowledge that you are not required to switch your electricity to Glacial Energy, and that you have a right to change to another Competitive Electric Power Supplier (“CEPS”), subject to the terms and conditions set forth herein.
- 3. Term.** Glacial Energy will begin supplying your electricity on the effective date that the LDU switches your account to Glacial Energy. The Agreement will continue for the Term specified on your Enrollment Form or Welcome Letter, unless the Agreement is renewed.
- 4. Price.** Each month you will pay your bill for electricity, which will be calculated by multiplying: the applicable rate of electricity per kilowatt hour (kWh), which shall be calculated as set forth in the Disclosure Statement (the “Contract Price”), by the amount of electricity used during the billing cycle, plus any other fees that apply to your rate plan, applicable taxes, fees, and charges levied by your LDU for distribution and other services. If a Fixed Rate, the Contract Price includes any credit costs, margin, or costs associated with meeting Renewable Portfolio Standards (“RPS”) at the levels required by currently applicable law unless otherwise stated below. The Contract Price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The Contract Price may be higher or lower than the LDU’s rate in any given month. Cancellation fees may apply if you terminate this Agreement prior to the end of your Term.
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- **Early Termination Fee.** Fixed Term Plan Customers who wish to terminate this Agreement after the five-day rescission period referenced above will be required to pay an early termination fee of \$100. The early termination fee is not a penalty, but is designed to compensate Glacial Energy for the cost of buying electricity in advance on your behalf.
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- **Eligibility for Residential Rate.** The rate(s) provided by Glacial Energy pursuant to this Agreement are intended for Residential Rate Classes (excluding heating rates), as defined by your LDU. If your service location has not been assigned an eligible Residential Rate Class, Glacial reserves the right to cancel this Agreement and return you immediately to default service with the LDU. In the event this occurs, you will receive a written or verbal communication to this effect and you will have the opportunity to enroll in one of Glacial's commercial rate plans if your rate class qualifies. If you have any questions, please contact Customer Care at (888) 452-2425.

7. Billing and Payment. You will receive a single bill from the LDU that contains Glacial charges for electric supply as well as the LDU's charges for the delivery of such electricity. You agree to pay all amounts invoiced by the LDU. If you do not pay your bill, you may be subject to a late payment fee as determined by the LDU, and you may be subject to termination of your electricity service under the LDU's tariff as approved by the Public Utilities Commission. For billing inquiries, please contact your local utility toll-free as follows: PSNH 1-800-662-7764; Unitil – 1-800-582-7276 (Seacoast) or 1-800-852-3339 (Capital Area).

You may be held responsible for reimbursing the LDU for any collection fees incurred in collecting your outstanding invoices. Glacial Energy reserves the right to adjust amounts previously invoiced based upon supplemental or additional data that Glacial may receive from the LDU or ISO.

8. Bill Payment Assistance. If you are a low income customer and are having difficulty paying your bill, there may be some assistance programs available to you. Please visit www.oca.nh.gov/assistanceprograms.htm to learn more about programs like Low Income Heating Assistance Program (LIHEAP) or the Electric Assistance Program (EAP), please visit www.puc.nh.gov/Consumer/electricassistanceprogram.htm, or call the New Hampshire Public Utilities Commission toll-free at (800) 852-3793 or (603) 271-2431.

9. Dispute Resolution. If you have a question about your bill(s) you may contact Glacial Energy by calling Customer Care at 1-888-452-2425, M-F 8 a.m. – 6 p.m. EST; by sending a letter to: Glacial Energy, P.O. Box 1057, Sandwich, MA 02563, or by sending an email to: customercare@glacialenergy.com. Glacial Energy representatives in good faith will use reasonable efforts to reach a mutually satisfactory resolution. If you are still not satisfied, you may contact a Glacial Energy supervisor; who will respond promptly. If a dispute still cannot be resolved, you may appeal to the PUC's Consumer Affairs Division by calling 1-800-852-3793.

10. Limitation of Liability and Warranty. GLACIAL ENERGY WILL PROVIDE ELECTRIC ENERGY TO YOU THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY CONTROLS NOR PHYSICALLY TAKES POSSESSION OF THE ELECTRIC ENERGY PRIOR TO DELIVERY TO

YOUR HOME. THEREFORE, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE ELECTRIC ENERGY NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO YOUR HOME. GLACIAL ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES WHATSOEVER. GLACIAL ENERGY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Force Majeure/Excuse. Glacial Energy will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure (as defined by the LDU or any transmission/distribution entity), including but not limited to: acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to Locational Installed Capacity, which results in Glacial Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Glacial Energy may terminate the Agreement.

12. Authorization for Information Release. You authorize Glacial Energy to obtain your usage and/or payment history and credit information from credit reporting agencies. Attempted enrollment via the Internet or via approved telephonic means shall constitute authorization for the release of this information to Glacial Energy. You may rescind this authorization at any time by contacting Glacial Energy. Glacial Energy may refuse to accept you as a customer if your credit score does not meet or exceed its enrollment criteria. If you are accepted as a customer, Glacial Energy may report your payment experience to credit reporting agencies. Glacial Energy shall not release your confidential information without written authorization from you along with a statement, not inconsistent with PUC Rule 2004.09, concerning which of your information shall be considered confidential.

13. Assignment. You may not assign your interests and obligations under this Agreement without the prior written consent of Glacial Energy. Such consent shall not be unreasonably withheld if the assignee has a credit rating equal to or better than yours. Glacial Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof to another CEPS or another entity as authorized by the PUC. Upon an assignment of accounts, you acknowledge that Glacial Energy shall have no further obligations hereunder.

14. Governing Law and Regulations. This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

15. Customer Acknowledgments

You acknowledge and agree that Glacial Energy is not acting as your consultant or advisor for any purpose, and you will not construe or rely on any information provided or statements made by Glacial, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and you are making your own decisions based solely upon your analysis and the advice of your own advisors, if any, and are not relying on Glacial in any way in making its decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

16. Customer Protection. If you have any questions about your rights and responsibilities under this Agreement, you may contact the New Hampshire Public Utilities Commission's consumer affairs division at 1-800-852-3793.

17. Measurement. The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDU.

18. Miscellaneous. You agree to promptly notify Glacial Energy if there are any drastic changes in your energy consumption. Except as otherwise provided by law, you will pay all taxes and other fees due and payable with respect to your obligations hereunder. This Agreement is subject to any future legislation, orders, rules, regulations, or local utility tariff or policy changes. There may be a delay before the LDU switches your electricity supply to Glacial Energy; Glacial Energy is not responsible for any such delays. Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available.

19. Do Not Call Registry. The National Do Not Call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting www.donotcall.gov or calling toll free (888) 382-1222.

20. Emergency Service. In the event of service interruption or an electric emergency, you should immediately call your local utility as follows: Public Service of New Hampshire – (800) 662-7764; Until - (800) 852-3339.



Glacial Energy of New England
Toll Free 1-888-GLACIAL / 1-888-452-2425
www.glacialenergy.com

February 4, 2013

VIA FEDERAL EXPRESS

New Hampshire Public Utilities Commission
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, NH 03301-2429
(603) 271-2431

RE: DM 08-108, Glacial Energy of New England, Inc.

Dear Ms. Howland,

This letter is to inform the Commission that Glacial Energy of New England, Inc. ("Glacial Energy") intends to conduct a residential network marketing campaign in the State of New Hampshire under its network marketing brand, Eco Power. Through this campaign, individuals will not only have the opportunity to enroll with Glacial Energy as their electricity supplier, but Glacial Energy/Eco Power will also offer a Renewable Energy Certificates product called Eco Wind RECs, which will be certified by Green-e Energy®. Eco Power is not a separate entity; rather, it will be operating under the above-referenced supplier license of Glacial Energy. To avoid consumer confusion, all marketing materials and the Terms of Service for any supply contract promoted through this sales channel shall be co-branded with both Glacial Energy and Eco Power.

Please feel free to contact me at (202) 421-4855 if you require any further information.

Respectfully Submitted,

Adam Gusman
Chief Compliance Officer



Glacial Energy of New England
Toll Free 1-888-GLACIAL / 1-888-452-2425
www.glacialenergy.com

February 7, 2013

VIA FEDERAL EXPRESS

New Hampshire Public Utilities Commission
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, NH 03301-2429
(603) 271-2431

RE: DM 08-108, Glacial Energy of New England, Inc.

Dear Ms. Howland,

Glacial Energy of New England, Inc. ("Glacial Energy") hereby submits for the Commission's review copies of the proposed Terms of Service and disclosure statement for use with New Hampshire residential electricity customers. Glacial Energy is currently using these documents to market to residential customers in PSNH territory. Glacial Energy is unaware of any regulatory requirement to submit these materials in advance for review by Commission staff; if there is such a requirement Glacial Energy apologizes for the omission and stands ready to immediately make any revisions to the documents that the Commission recommends. We do believe, however, that the documents comply with PUC Rule 2004.02 and all applicable consumer protection regulations.

Glacial Energy is only offering 12-month fixed rates, not any variable rate or capped rate products, to residential customers at this time. The Liberty Plan is a special 12-month fixed rate offer that is not being marketed to the public at large, but only to veterans and their families who reside in PSNH territory through www.military.com (Exhibit C is the Terms of Service and Exhibit D is the disclosure statement). Please feel free to contact me at (202) 421-4855 if you require any further information regarding this filing.

Respectfully Submitted,

Adam Gusman
Chief Compliance Officer

Glacial Energy of New England, Inc.
Residential Customer Electricity Agreement – New Hampshire
Terms and Conditions

Version 2.1 8/30/2012

- 1. Agreement.** Glacial Energy of New England, Inc. ("Glacial Energy") agrees to sell and provide, and you, Customer, agree to buy and receive, the quantity of electricity necessary to meet your full requirements during the term of this Agreement as reflected in the electricity consumption data provided to Glacial Energy or as directed by your Local Distribution Utility ("LDU"), subject to the eligibility requirements of your local LDU and acceptance by Glacial Energy. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.
- 2. Services.** Glacial Energy will supply electricity for your home. Glacial Energy is a competitive retail electric supplier and is not your LDU. This Agreement, the Disclosure Statement, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect your entire Agreement (the "Agreement") with Glacial Energy and supercede any oral or written statements made in connection with this Agreement or your electricity supply. Any changes to this Agreement must be made in writing and signed by both parties. Your LDU will continue to send electricity to your home, read your meter, make repairs, and send a bill. The LDU will also respond to emergencies and provide other traditional utility services. The electricity that you buy from Glacial Energy will be billed by the LDU along with the LDU's charges for transmission and delivery. You acknowledge that you are not required to switch your electricity to Glacial Energy, and that you have a right to change to another Competitive Electric Power Supplier ("CEPS"), subject to the terms and conditions set forth herein.
- 3. Term.** Glacial Energy will begin supplying your electricity on the effective date that the LDU switches your account to Glacial Energy. The Agreement will continue for the Term specified on your Enrollment Form or Welcome Letter, unless the Agreement is renewed.
- 4. Price.** Each month you will pay your bill for electricity, which will be calculated by multiplying: the applicable rate of electricity per kilowatt hour (kWh), which shall be calculated as set forth in the Disclosure Statement (the "Contract Price"), by the amount of electricity used during the billing cycle, plus any other fees that apply to your rate plan, applicable taxes, fees, and charges levied by your LDU for distribution and other services. If a Fixed Rate, the Contract Price includes any credit costs, margin, or costs associated with meeting Renewable Portfolio Standards ("RPS") at the levels required by currently applicable law unless otherwise stated below. The Contract Price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The Contract Price may be higher or lower than the LDU's rate in any given month. Cancellation fees may apply if you terminate this Agreement prior to the end of your Term.

Fixed Term Options

- **Fixed Rate.** If you selected a fixed rate plan, the Contract Price per kWh for electricity is indicated on your Enrollment Form or Welcome Letter and guaranteed not to change for the initial Term ("Fixed Price Plan").
- **Cap Rate** (subject to availability). If you selected a Cap Rate Plan, your electricity rate will be established each month based upon such factors as the cost for energy at the Independent System Operator New England ("ISO"), including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, "uplifted" imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and a retail adder. For your electricity usage during the cap period months as identified on your Enrollment Form, Welcome Letter, or Renewal Notice, as applicable (the "Cap Period"), your rate shall be capped at the Cap Rate also set forth therein (the "Cap Rate"). Your electricity rate shall not exceed the Cap Rate during the Cap Period. There is no cap on your electricity rate other than during the Cap Period.



Variable Rate Plan Options

- **Variable Rate.** If you selected a Variable Rate, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, "uplifted" imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and a retail adder (the "Variable Rate"). This is not a fixed term product. At any time, you may give 30 days' written notice to Glacial Energy that you wish to cancel your Variable Rate service.
- **Variable Rate with Introductory Period.** If you selected a Variable Rate with an Introductory Period, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, "uplifted" imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and either a fixed or variable retail adder.
For your electricity usage during the introductory period identified on your Enrollment Form or Welcome Letter (the "Introductory Period"), your rate shall be set at the rate also set forth on your Enrollment Form or Welcome Letter (the "Introductory Rate"). This is not a fixed term product. At any time, you may give 30 days' written notice to Glacial Energy that you wish to cancel your service under a Variable Rate with Introductory Period product.

5. Renewal Notice; Notification of Changes. At the end of your Term, your Agreement will automatically renew under either a new Fixed Term Plan (if offered) or at Glacial's monthly variable rate, until you notify Glacial Energy that you wish to terminate. No later than 30 days prior to the end of the Term, Glacial Energy will send you a notice of any change to the existing terms and conditions that will apply for your renewal. In the event you renew under Glacial's monthly variable rate, you may cancel at any time without paying a cancellation fee after completing the Term of your initial Agreement. Glacial Energy will also send you written notice at least 30 days prior to making any material changes to this Agreement.

6. Rescission and Termination. You have the right to rescind a service request with Glacial Energy without any exit fee or penalty of any kind for five (5) business days following the postmark date of this document, by calling Glacial Energy at 1-888-452-2425 or by sending an email to: customercare@glacialenergy.com.

- **Early Termination Fee.** Fixed Rate and Cap Rate Customers who wish to terminate this Agreement after the five-day rescission period referenced above will be required to pay an early termination fee of \$100. The early termination fee is not a penalty, but is designed to compensate Glacial Energy for the cost of buying electricity in advance on your behalf.
- **Timing of Termination.** It will take a reasonable amount of time for your LDU to process your service termination with Glacial Energy. During that time, you agree to pay for the electricity you consume that is supplied by Glacial Energy.
- **Change of Residence.** You may terminate this Agreement without penalty if you relocate outside Glacial Energy's service area or into an area where Glacial Energy charges a different price.
- **Eligibility for Residential Rate.** The rate(s) provided by Glacial Energy pursuant to this Agreement are intended for Residential Rate Classes (excluding heating rates), as defined by your LDU. If your service location has not been assigned an eligible Residential Rate Class, Glacial reserves the right to cancel this Agreement and return you immediately to default.

service with the LDU. In the event this occurs, you will receive a written or verbal communication to this effect and you will have the opportunity to enroll in one of Glacial's commercial rate plans if your rate class qualifies. If you have any questions, please contact Customer Care at (888) 452-2425.

7. Billing and Payment. You will receive a single bill from the LDU that contains Glacial charges for electric supply as well as the LDU's charges for the delivery of such electricity. You agree to pay all amounts invoiced by the LDU. If you do not pay your bill, you may be subject to a late payment fee as determined by the LDU, and you may be subject to termination of your electricity service under the LDU's tariff as approved by the Public Service Commission. You may be held responsible for reimbursing the LDU for any collection fees incurred in collecting your outstanding invoices. Glacial Energy reserves the right to adjust amounts previously invoiced based upon supplemental or additional data that Glacial may receive from the LDU or ISO.

8. Bill Payment Assistance. If you are a low income customer and are having difficulty paying your bill, there may be some assistance programs available to you. Please visit www.oca.nh.gov/assistanceprograms.htm to learn more about programs like Low Income Heating Assistance Program (LIHEAP) or the Electric Assistance Program (EAP), or call the Office of Consumer Advocate at (603) 271-1172.

9. Dispute Resolution. If you have a question about your bill(s) you may contact Glacial Energy by calling Customer Care at 1-888-452-2425, M-F 8 a.m. – 6 p.m. EST; by sending a letter to: Glacial Energy, P.O. Box 1057, Sandwich, MA 02563, or by sending an email to: customercare@glacialenergy.com. Glacial Energy representatives in good faith will use reasonable efforts to reach a mutually satisfactory resolution. If you are still not satisfied, you may contact a Glacial Energy supervisor, who will respond promptly. If a dispute still cannot be resolved, you may appeal to the PUC's Consumer Affairs Division by calling 1-800-852-3793.

10. Limitation of Liability and Warranty. GLACIAL ENERGY WILL PROVIDE ELECTRIC ENERGY TO YOU THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY CONTROLS NOR PHYSICALLY TAKES POSSESSION OF THE ELECTRIC ENERGY PRIOR TO DELIVERY TO YOUR HOME. THEREFORE, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE ELECTRIC ENERGY NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO YOUR HOME. GLACIAL ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES WHATSOEVER. GLACIAL ENERGY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Force Majeure/Excuse. Glacial Energy will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure (as defined by the LDU or any transmission/distribution entity), including but not limited to: acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to Locational Installed Capacity, which results in Glacial Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Glacial Energy may terminate the Agreement.

12. Authorization for Information Release. You authorize Glacial Energy to obtain your usage and/or payment history and credit information from credit reporting agencies. Attempted enrollment

via the Internet or via approved telephonic means shall constitute authorization for the release of this information to Glacial Energy. You may rescind this authorization at any time by contacting Glacial Energy. Glacial Energy may refuse to accept you as a customer if your credit score does not meet or exceed its enrollment criteria. If you are accepted as a customer, Glacial Energy may report your payment experience to credit reporting agencies. Glacial Energy shall not release your confidential information without written authorization from you along with a statement, not inconsistent with PUC Rule 2004.09, concerning which of your information shall be considered confidential.

13. Assignment. You may not assign your interests and obligations under this Agreement without the prior written consent of Glacial Energy. Such consent shall not be unreasonably withheld if the assignee has a credit rating equal to or better than yours. Glacial Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof to another CEPS or another entity as authorized by the PUC. Upon an assignment of accounts, you acknowledge that Glacial Energy shall have no further obligations hereunder.

14. Governing Law and Regulations. This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

15. Customer Acknowledgments

You acknowledge and agree that Glacial Energy is not acting as your consultant or advisor for any purpose, and you will not construe or rely on any information provided or statements made by Glacial, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and you are making your own decisions based solely upon your analysis and the advice of your own advisors, if any, and are not relying on Glacial in any way in making its decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

16. Customer Protection. If you have any questions about your rights and responsibilities under this Agreement, you may contact the New Hampshire Public Utility Commission's consumer affairs division at 1-800-852-3793.

17. Measurement. The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDU.

18. Miscellaneous

You agree to promptly notify Glacial Energy if there are any drastic changes in your energy consumption. Except as otherwise provided by law, you will pay all taxes and other fees due and payable with respect to your obligations hereunder. This Agreement is subject to any future legislation, orders, rules, regulations, or local utility tariff or policy changes. There may be a delay before the LDU switches your electricity supply to Glacial Energy; Glacial Energy is not responsible for any such delays. Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available.

19. Do Not Call Registry. The National Do Not Call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting www.donotcall.gov.

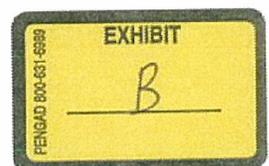
20. Emergency Service. In the event of service interruption or an electric emergency, you should immediately call your local utility as follows: Public Service of New Hampshire – (800) 662-7764; Until - (800) 852-3339.



GLACIAL ENERGY

CUSTOMER DISCLOSURE STATEMENT – FIXED RATE PLAN

[Level of Monthly Usage]	250 kWh	500 kWh	750 kWh	1000 kWh	1500 kWh
Price (per kWh)	\$0.08499	\$0.08499	\$0.08499	\$0.08499	\$0.08499
Initial Term of Agreement	12 Months.				
Amount of Early Termination Fee	\$100.				
Due Date	Your payment will be due on the due date as identified on the bill from the Local Distribution Utility ("LDU").				
Late Payments	Late fees, if any, are calculated and billed by the LDU.				
Renewal	Your Agreement will automatically renew under either a new Fixed Term Plan (if offered) or at Glacial's monthly variable rate, until you notify Glacial Energy that you wish to terminate. No later than 30 days prior to the end of the Term, Glacial Energy will send you a notice of any change to the existing terms and conditions that will apply for your renewal.				
Credit Requirements	Glacial Energy reserves the right to deny service to applicants with an insufficient credit rating.				



Glacial Energy of New England, Inc.
Residential Customer Electricity Agreement – New Hampshire
Liberty Plan – Terms and Conditions

Version 2.1 1/25/2013

1. Agreement. Glacial Energy of New England, Inc. ("Glacial Energy") agrees to sell and provide, and you, Customer, agree to buy and receive, the quantity of electricity necessary to meet your full requirements during the term of this Agreement as reflected in the electricity consumption data provided to Glacial Energy or as directed by your Local Distribution Utility ("LDU"), subject to the eligibility requirements of your local LDU and acceptance by Glacial Energy. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.

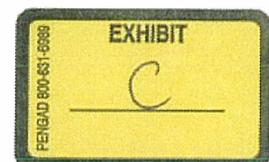
2. Services. Glacial Energy will supply electricity for your home. Glacial Energy is a competitive retail electric supplier and is not your LDU. This Agreement, the Disclosure Statement, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect your entire Agreement (the "Agreement") with Glacial Energy and supercede any oral or written statements made in connection with this Agreement or your electricity supply. Any changes to this Agreement must be made in writing and signed by both parties. Your LDU will continue to send electricity to your home, read your meter, make repairs, and send a bill. The LDU will also respond to emergencies and provide other traditional utility services. The electricity that you buy from Glacial Energy will be billed by the LDU along with the LDU's charges for transmission and delivery. You acknowledge that you are not required to switch your electricity to Glacial Energy, and that you have a right to change to another Competitive Electric Power Supplier ("CEPS"), subject to the terms and conditions set forth herein.

3. Term. Glacial Energy will begin supplying your electricity on the effective date that the LDU switches your account to Glacial Energy. The Agreement will continue for the Term specified on your Enrollment Form or Welcome Letter, unless the Agreement is renewed.

4. Price. Each month you will pay your bill for electricity, which will be calculated by multiplying: the applicable rate of electricity per kilowatt hour (kWh), which shall be calculated as set forth in the Disclosure Statement (the "Contract Price"), by the amount of electricity used during the billing cycle, plus any other fees that apply to your rate plan, applicable taxes, fees, and charges levied by your LDU for distribution and other services. The Contract Price includes any credit costs, margin, or costs associated with meeting Renewable Portfolio Standards ("RPS") at the levels required by currently applicable law unless otherwise stated below. The Contract Price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The Contract Price may be higher or lower than the LDU's rate in any given month. Cancellation fees may apply if you terminate this Agreement prior to the end of your Term.

- **Fixed Rate.** The Contract Price per kWh for electricity is indicated on your Welcome Letter and guaranteed not to change for the initial Term.

5. Renewal Notice; Notification of Changes. At the end of your Term, your Agreement will automatically renew under either a new Fixed Term Plan (if offered) or at Glacial's monthly variable rate, until you notify Glacial Energy that you wish to terminate. No later than 30 days prior to the end of the Term, Glacial Energy will send you a notice of any change to the existing terms and conditions that will apply for your renewal. In the event you renew under Glacial's monthly variable rate, you may cancel at any time without paying a cancellation fee after completing the Term of your initial Agreement. Glacial Energy will also send you written notice at least 30 days prior to making any material changes to this Agreement.



6. Rescission and Termination. You have the right to rescind a service request with Glacial Energy without any exit fee or penalty of any kind for five (5) business days following the postmark date of this document, by calling Glacial Energy at 1-888-452-2425 or by sending an email to: customercare@glacialenergy.com.

- **Early Termination Fee.** Fixed Rate Customers who wish to terminate this Agreement after the five-day rescission period referenced above will be required to pay an early termination fee of \$100. The early termination fee is not a penalty, but is designed to compensate Glacial Energy for the cost of buying electricity in advance on your behalf.
- **Timing of Termination.** It will take a reasonable amount of time for your LDU to process your service termination with Glacial Energy. During that time, you agree to pay for the electricity you consume that is supplied by Glacial Energy.
- **Change of Residence.** You may terminate this Agreement without penalty if you relocate outside Glacial Energy's service area or into an area where Glacial Energy charges a different price.
- **Eligibility for Residential Rate.** The rate(s) provided by Glacial Energy pursuant to this Agreement are intended for Residential Rate Classes (excluding heating rates), as defined by your LDU. If your service location has not been assigned an eligible Residential Rate Class, Glacial reserves the right to cancel this Agreement and return you immediately to default service with the LDU. In the event this occurs, you will receive a written or verbal communication to this effect and you will have the opportunity to enroll in one of Glacial's commercial rate plans if your rate class qualifies. If you have any questions, please contact Customer Care at (888) 452-2425.

7. Billing and Payment. You will receive a single bill from the LDU that contains Glacial charges for electric supply as well as the LDU's charges for the delivery of such electricity. You agree to pay all amounts invoiced by the LDU. If you do not pay your bill, you may be subject to a late payment fee as determined by the LDU, and you may be subject to termination of your electricity service under the LDU's tariff as approved by the Public Service Commission. You may be held responsible for reimbursing the LDU for any collection fees incurred in collecting your outstanding invoices. Glacial Energy reserves the right to adjust amounts previously invoiced based upon supplemental or additional data that Glacial may receive from the LDU or ISO.

8. Bill Payment Assistance. If you are a low income customer and are having difficulty paying your bill, there may be some assistance programs available to you. Please visit www.oca.nh.gov/assistanceprograms.htm to learn more about programs like Low Income Heating Assistance Program (LIHEAP) or the Electric Assistance Program (EAP), or call the Office of Consumer Advocate at (603) 271-1172.

9. Dispute Resolution. If you have a question about your bill(s) you may contact Glacial Energy by calling Customer Care at 1-888-452-2425, M-F 8 a.m. – 6 p.m. EST; by sending a letter to: Glacial Energy, P.O. Box 1057, Sandwich, MA 02563, or by sending an email to: customercare@glacialenergy.com. Glacial Energy representatives in good faith will use reasonable efforts to reach a mutually satisfactory resolution. If you are still not satisfied, you may contact a Glacial Energy supervisor, who will respond promptly. If a dispute still cannot be resolved, you may appeal to the PUC's Consumer Affairs Division by calling 1-800-852-3793.

10. Limitation of Liability and Warranty. GLACIAL ENERGY WILL PROVIDE ELECTRIC ENERGY TO YOU THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY CONTROLS NOR PHYSICALLY TAKES POSSESSION OF THE ELECTRIC ENERGY PRIOR TO DELIVERY TO YOUR HOME. THEREFORE, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE ELECTRIC ENERGY NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO YOUR HOME. GLACIAL ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES WHATSOEVER. GLACIAL ENERGY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Force Majeure/Excuse. Glacial Energy will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure (as defined by the LDU or any transmission/distribution entity), including but not limited to: acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to Locational Installed Capacity, which results in Glacial Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Glacial Energy may terminate the Agreement.

12. Authorization for Information Release. You authorize Glacial Energy to obtain your usage and/or payment history and credit information from credit reporting agencies. Attempted enrollment via the Internet or via approved telephonic means shall constitute authorization for the release of this information to Glacial Energy. You may rescind this authorization at any time by contacting Glacial Energy. Glacial Energy may refuse to accept you as a customer if your credit score does not meet or exceed its enrollment criteria. If you are accepted as a customer, Glacial Energy may report your payment experience to credit reporting agencies. Glacial Energy shall not release your confidential information without written authorization from you along with a statement, not inconsistent with PUC Rule 2004.09, concerning which of your information shall be considered confidential.

13. Assignment. You may not assign your interests and obligations under this Agreement without the prior written consent of Glacial Energy. Such consent shall not be unreasonably withheld if the assignee has a credit rating equal to or better than yours. Glacial Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof to another CEPS or another entity as authorized by the PUC. Upon an assignment of accounts, you acknowledge that Glacial Energy shall have no further obligations hereunder.

14. Governing Law and Regulations. This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

15. Customer Acknowledgments

You acknowledge and agree that Glacial Energy is not acting as your consultant or advisor for any purpose, and you will not construe or rely on any information provided or statements made by Glacial, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and you are making your own decisions based solely upon your analysis and the advice of your own advisors, if any, and are not relying on Glacial in any way in making its

decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

16. Customer Protection. If you have any questions about your rights and responsibilities under this Agreement, you may contact the New Hampshire Public Utility Commission's consumer affairs division at 1-800-852-3793.

17. Measurement. The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDU.

18. Miscellaneous

You agree to promptly notify Glacial Energy if there are any drastic changes in your energy consumption. Except as otherwise provided by law, you will pay all taxes and other fees due and payable with respect to your obligations hereunder. This Agreement is subject to any future legislation, orders, rules, regulations, or local utility tariff or policy changes. There may be a delay before the LDU switches your electricity supply to Glacial Energy; Glacial Energy is not responsible for any such delays. Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available.

19. Do Not Call Registry. The National Do Not Call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting www.donotcall.gov.

20. Emergency Service. In the event of service interruption or an electric emergency, you should immediately call your local utility as follows: Public Service of New Hampshire – (800) 662-7764; Unitil - (800) 852-3339.



GLACIAL ENERGY

CUSTOMER DISCLOSURE STATEMENT – FIXED RATE

[Level of Monthly Usage]	250 kWh	500 kWh	750 kWh	1000 kWh	1500 kWh
Price (per kWh)	\$0.08099	\$0.08099	\$0.08099	\$0.08099	\$0.08099
Initial Term of Agreement	12 Months.				
Amount of Early Termination Fee	\$100.				
Due Date	Your payment will be due on the due date as identified on the bill from the Local Distribution Utility ("LDU").				
Late Payments	Late fees, if any, are calculated and billed by the LDU.				
Renewal	Your Agreement will automatically renew under either a new Fixed Term Plan (if offered) or at Glacial's monthly variable rate, until you notify Glacial Energy that you wish to terminate. No later than 30 days prior to the end of the Term, Glacial Energy will send you a notice of any change to the existing terms and conditions that will apply for your renewal.				
Credit Requirements	Glacial Energy reserves the right to deny service to applicants with an insufficient credit rating.				





From: Adam Gusman
To: ["Quint, Janet"](#)
Cc: [Mike Giery](#)
Subject: RE: Residential Terms and Conditions
Date: Thursday, February 14, 2013 5:47:54 PM
Attachments: [NH Resi TOS w Glacial Pure.docx](#)
[NH_PSNH_RES_LIBERTY_PLAN_TOS.docx](#)

Janet,

Thank you for your comments. Attached for your review please find the revised Terms and Conditions for our residential products which incorporate your revisions. We are currently only offering fixed rate plans to residential customers, though the Terms and Conditions also address variable rate products which could potentially be offered in the future. Is a formal re-submission of these materials to the Commission required?

Respectfully Submitted,

Adam Gusman
Senior Legal Counsel - Chief Compliance Officer

Glacial Energy
24 Route 6A
Sandwich, MA 02563
Tel. (202) 421-4855
Fax (888) 603-7488

From: Quint, Janet [mailto:Janet.Quint@puc.nh.gov]
Sent: Thursday, February 14, 2013 2:41 PM
To: Adam Gusman
Subject: RE: Residential Terms and Conditions

Good Afternoon Mr. Gusman:

I have been asked to assist the Electric Division by reviewing the Terms and Conditions submitted for approval to the NH PUC.

I have found one discrepancy to the rules –

Puc 2004.02

(13) An explanation of how the customer will be billed for electricity sales and the name, address and telephone number of the CEPS's billing agent, if any;

I did not find the name, address and the telephone number of PSNH or Unitil for the customer's billing inquiries. Could you please verify this information for me?

Also a few requested corrections to be made –

Our agency is the Public Utilities Commission (PUC) not the Service Board. I found this in your item 7. Different states use different titles for their agencies.

Would it be possible to also add the DNC telephone number (888 382-1222) to your item 19? It is amazing how many customers we talk to who still do not have access to the Internet.

Your item 8 – the OCA in NH does not take individual customer calls. This section should be directed to our website and our telephone number:

Please visit www.puc.nh.gov/Consumer/electricassistanceprogram.htm
Or call the New Hampshire Public Utilities Commission at 1 800 852-3793 (603 271-2431).

Please let me know if these changes can be made and resubmit the changes. The next step will be Amanda's review before sending a memo to Debra Howland to recommend approval by the Commissioners.

Feel free to call me if you have any questions or concerns.

Sincerely,

Jan Quint, Utility Analyst
New Hampshire Public Utilities Commission
21 S. Fruit St, Ste 10
Concord, N.H. 03301-2429
603 271-2433 or 1 800 852-3793
Jan.Quint@puc.nh.gov

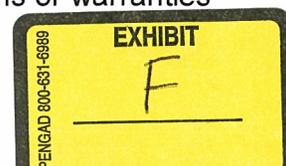
No virus found in this message.
Checked by AVG - www.avg.com
Version: 2013.0.2899 / Virus Database: 2639/6103 - Release Date: 02/14/13

Glacial Energy of New England, Inc.
Residential Customer Electricity Agreement – New Hampshire
Terms and Conditions

- 1. Agreement.** Glacial Energy of New England, Inc. (“Glacial Energy”) agrees to sell and provide, and you, Customer, agree to buy and receive, the quantity of electricity necessary to meet your full requirements during the term of this Agreement as reflected in the electricity consumption data provided to Glacial Energy or as directed by your Local Distribution Utility (“LDU”), subject to the eligibility requirements of your local LDU and acceptance by Glacial Energy. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.
- 2. Services.** Glacial Energy will supply electricity for your home. Glacial Energy is a competitive retail electric supplier and is not your LDU. This Agreement, the Disclosure Statement, the Enrollment Form or Welcome Letter, and any Renewal Notice (if applicable) reflect your entire Agreement (the “Agreement”) with Glacial Energy and supercede any oral or written statements made in connection with this Agreement or your electricity supply. Any changes to this Agreement must be made in writing and signed by both parties. Your LDU will continue to send electricity to your home, read your meter, make repairs, and send a bill. The LDU will also respond to emergencies and provide other traditional utility services. The electricity that you buy from Glacial Energy will be billed by the LDU along with the LDU’s charges for transmission and delivery. You acknowledge that you are not required to switch your electricity to Glacial Energy, and that you have a right to change to another Competitive Electric Power Supplier (“CEPS”), subject to the terms and conditions set forth herein.
- 3. Term.** Glacial Energy will begin supplying your electricity on the effective date that the LDU switches your account to Glacial Energy. The Agreement will continue for the Term specified on your Enrollment Form or Welcome Letter, unless the Agreement is renewed.
- 4. Price.** Each month you will pay your bill for electricity, which will be calculated by multiplying: the applicable rate of electricity per kilowatt hour (kWh), which shall be calculated as set forth in the Disclosure Statement (the “Contract Price”), by the amount of electricity used during the billing cycle, plus any other fees that apply to your rate plan, applicable taxes, fees, and charges levied by your LDU for distribution and other services. If a Fixed Rate, the Contract Price includes any credit costs, margin, or costs associated with meeting Renewable Portfolio Standards (“RPS”) at the levels required by currently applicable law unless otherwise stated below. The Contract Price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. The Contract Price may be higher or lower than the LDU’s rate in any given month. Cancellation fees may apply if you terminate this Agreement prior to the end of your Term.

Fixed Term Options

- **Fixed Rate.** If you selected a fixed rate plan, the Contract Price per kWh for electricity is indicated on your Enrollment Form or Welcome Letter and guaranteed not to change for the initial Term (“Fixed Price Plan”).
- **Glacial Pure[®]** (subject to availability). In addition to electric supply for your home, you will also purchase a portion of Pure Wind[®] Renewable Energy Certificates (“RECs”) which are associated with the generation of renewable energy from Renewable Resources, as certified by Green-e Energy[®]. The RECs shall be equivalent to 100% of your estimated load volume during the term of this Agreement. “Renewable Resource” means a generation source, such as a wind farm, that is recognized as renewable by Green-e Energy[®]. For more details about the Pure Wind[®] RECs, please refer to the Product Content Label available on Glacial Energy’s website. The RECs you purchase do not include any tax credits, depreciation allowances or third party subsidies of any kind. Your purchase of a REC product helps support the production and development of renewable-sourced electricity. Glacial makes no representations or warranties



that the RECs retired by Glacial can be used as carbon offsets or otherwise for compliance with any emission reduction program.

Variable Rate Plan Options

- **Variable Rate.** If you selected a Variable Rate, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, “uplifted” imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and a retail adder (the “Variable Rate”). This is not a fixed term product. At any time, you may give 30 days’ written notice to Glacial Energy that you wish to cancel your Variable Rate service.
- **Variable Rate with Introductory Period.** If you selected a Variable Rate with an Introductory Period, your rate will be established each month based upon such factors as the cost for energy at the ISO, including but not limited to energy, line losses, congestion charges, scheduling services, utility/ISO imposed administrative fees, “uplifted” imbalance charges, capacity and transmission charges, ancillary services, renewable energy certificates, hedging costs, and either a fixed or variable retail adder.

For your electricity usage during the introductory period identified on your Enrollment Form or Welcome Letter (the “Introductory Period”), your rate shall be set at the rate also set forth on your Enrollment Form or Welcome Letter (the “Introductory Rate”). This is not a fixed term product. At any time, you may give 30 days’ written notice to Glacial Energy that you wish to cancel your service under a Variable Rate with Introductory Period product.

5. Renewal Notice; Notification of Changes. At the end of your Term, your Agreement will automatically renew under either a new Fixed Term Plan (if offered) or at Glacial’s monthly variable rate, until you notify Glacial Energy that you wish to terminate. No later than 30 days prior to the end of the Term, Glacial Energy will send you a notice of any change to the existing terms and conditions that will apply for your renewal. In the event you renew under Glacial’s monthly variable rate, you may cancel at any time without paying a cancellation fee after completing the Term of your initial Agreement. Glacial Energy will also send you written notice at least 30 days prior to making any material changes to this Agreement.

6. Rescission and Termination. You have the right to rescind a service request with Glacial Energy without any exit fee or penalty of any kind for five (5) business days following the postmark date of this document, by calling Glacial Energy at 1-888-452-2425 or by sending an email to: customer-care@glacialenergy.com.

- **Early Termination Fee.** Fixed Term Plan Customers who wish to terminate this Agreement after the five-day rescission period referenced above will be required to pay an early termination fee of \$100. The early termination fee is not a penalty, but is designed to compensate Glacial Energy for the cost of buying electricity in advance on your behalf.
- **Timing of Termination.** It will take a reasonable amount of time for your LDU to process your service termination with Glacial Energy. During that time, you agree to pay for the electricity you consume that is supplied by Glacial Energy.
- **Change of Residence.** You may terminate this Agreement without penalty if you relocate outside Glacial Energy’s service area or into an area where Glacial Energy charges a different price.

- **Eligibility for Residential Rate.** The rate(s) provided by Glacial Energy pursuant to this Agreement are intended for Residential Rate Classes (excluding heating rates), as defined by your LDU. If your service location has not been assigned an eligible Residential Rate Class, Glacial reserves the right to cancel this Agreement and return you immediately to default service with the LDU. In the event this occurs, you will receive a written or verbal communication to this effect and you will have the opportunity to enroll in one of Glacial's commercial rate plans if your rate class qualifies. If you have any questions, please contact Customer Care at (888) 452-2425.

7. Billing and Payment. You will receive a single bill from the LDU that contains Glacial charges for electric supply as well as the LDU's charges for the delivery of such electricity. You agree to pay all amounts invoiced by the LDU. If you do not pay your bill, you may be subject to a late payment fee as determined by the LDU, and you may be subject to termination of your electricity service under the LDU's tariff as approved by the Public ~~Service Commission.~~ Utilities Commission. For billing inquiries, please contact your local utility toll-free as follows: PSNH 1-800-662-7764; Unitil – 1-800-582-7276 (Seacoast) or 1-800-852-3339 (Capital Area).

You may be held responsible for reimbursing the LDU for any collection fees incurred in collecting your outstanding invoices. Glacial Energy reserves the right to adjust amounts previously invoiced based upon supplemental or additional data that Glacial may receive from the LDU or ISO.

8. Bill Payment Assistance. If you are a low income customer and are having difficulty paying your bill, there may be some assistance programs available to you. Please visit www.oca.nh.gov/assistanceprograms.htm to learn more about programs like Low Income Heating Assistance Program (LIHEAP) or the Electric Assistance Program (EAP), ~~or call the Office of Consumer Advocate at (603) 271-1172~~ please visit www.puc.nh.gov/Consumer/electricassistanceprogram.htm, or call the New Hampshire Public Utilities Commission toll-free at (800) 852-3793 or (603) 271-2431.

9. Dispute Resolution. If you have a question about your bill(s) you may contact Glacial Energy by calling Customer Care at 1-888-452-2425, M-F 8 a.m. – 6 p.m. EST; by sending a letter to: Glacial Energy, P.O. Box 1057, Sandwich, MA 02563, or by sending an email to: customercare@glacialenergy.com. Glacial Energy representatives in good faith will use reasonable efforts to reach a mutually satisfactory resolution. If you are still not satisfied, you may contact a Glacial Energy supervisor, who will respond promptly. If a dispute still cannot be resolved, you may appeal to the PUC's Consumer Affairs Division by calling 1-800-852-3793.

10. Limitation of Liability and Warranty. GLACIAL ENERGY WILL PROVIDE ELECTRIC ENERGY TO YOU THROUGHOUT THE TERM OF THIS AGREEMENT. THE PARTIES UNDERSTAND AND ACKNOWLEDGE, HOWEVER, THAT NEITHER PARTY CONTROLS NOR PHYSICALLY TAKES POSSESSION OF THE ELECTRIC ENERGY PRIOR TO DELIVERY TO YOUR HOME. THEREFORE, NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR ANY DAMAGES ASSOCIATED WITH FAILING TO DELIVER THE ELECTRIC ENERGY NOR FOR ANY DAMAGES IT MAY CAUSE PRIOR TO DELIVERY TO YOUR HOME. GLACIAL ENERGY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES WHATSOEVER. GLACIAL ENERGY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW DISCLAIMS ANY WARRANTY, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Force Majeure/Excuse. Glacial Energy will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure (as defined by the LDU or any transmission/distribution entity), including but not limited to: acts of terrorism, sabotage, or acts of God. If there is a change in any law, rule, or pricing structure, including but not limited to Locational Installed Capacity, which results in Glacial Energy being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Glacial Energy may terminate the Agreement.

12. Authorization for Information Release. You authorize Glacial Energy to obtain your usage and/or payment history and credit information from credit reporting agencies. Attempted enrollment via the Internet or via approved telephonic means shall constitute authorization for the release of this information to Glacial Energy. You may rescind this authorization at any time by contacting Glacial Energy. Glacial Energy may refuse to accept you as a customer if your credit score does not meet or exceed its enrollment criteria. If you are accepted as a customer, Glacial Energy may report your payment experience to credit reporting agencies. Glacial Energy shall not release your confidential information without written authorization from you along with a statement, not inconsistent with PUC Rule 2004.09, concerning which of your information shall be considered confidential.

13. Assignment. You may not assign your interests and obligations under this Agreement without the prior written consent of Glacial Energy. Such consent shall not be unreasonably withheld if the assignee has a credit rating equal to or better than yours. Glacial Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds thereof to another CEPS or another entity as authorized by the PUC. Upon an assignment of accounts, you acknowledge that Glacial Energy shall have no further obligations hereunder.

14. Governing Law and Regulations. This Agreement shall be governed by, construed, enforced and performed in accordance with the laws of the State of New Hampshire. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

15. Customer Acknowledgments

You acknowledge and agree that Glacial Energy is not acting as your consultant or advisor for any purpose, and you will not construe or rely on any information provided or statements made by Glacial, including without limitation as to the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other statements or information, as advice or representations of any sort; and you are making your own decisions based solely upon your analysis and the advice of your own advisors, if any, and are not relying on Glacial in any way in making its decision to enter into this Agreement or in making any other decision or taking any other action under this Agreement.

16. Customer Protection. If you have any questions about your rights and responsibilities under this Agreement, you may contact the New Hampshire Public Utility Commission's consumer affairs division at 1-800-852-3793.

17. Measurement. The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDU.

18. Miscellaneous

— You agree to promptly notify Glacial Energy if there are any drastic changes in your energy consumption. Except as otherwise provided by law, you will pay all taxes and other fees due and payable with respect to your obligations hereunder. This Agreement is subject to any future legislation, orders, rules, regulations, or local utility tariff or policy changes. There may be a delay before the LDU switches your electricity supply to Glacial Energy; Glacial Energy is not responsible

for any such delays. Facsimile copies and photocopies of this Agreement are to be treated as originals in the event an original is not available.

19. Do Not Call Registry. The National Do Not Call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting

| www.donotcall.gov or calling toll free (888) 382-1222.

20. Emergency Service. In the event of service interruption or an electric emergency, you should immediately call your local utility as follows: Public Service of New Hampshire – (800) 662-7764; Unitol - (800) 852-3339.