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April 8, 2011

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



**PNE Energy Supply LLC**  
**Initial Registration to Become a Competitive Electric Power Supplier**

Dear Ms. Howland:

Pursuant to Puc 2003.01 - Registration of Competitive Electric Power Suppliers, I am filing herewith an original and two copies of a registration application on behalf of PNE Energy Supply LLC to become a Competitive Electric Power Supplier in New Hampshire. This Form of Application information is required by Puc 2006.01.

We have sent a check in the amount of \$500.00 for the registration fee (Puc 2003.01(d)(3)) by separate cover, and are sending an electronic copy of the application by email to the Executive Director and Secretary (Puc 2003.01(a)).

Puc 2003.01(d) (1) c. requires the Applicant to submit a statement from each utility that the applicant has successfully demonstrated electronic transaction capability. PNE is in the process of conducting EDI testing and will submit the statements from each utility as soon as the testing is complete.

Puc 2003.01(d) (2) requires the Applicant to obtain supply in the New England energy market. PNE recently applied for membership in the supplier sector of NEPOOL. Approval is expected in the near future and a copy of the approval will be sent to the Commission as soon as it is available.

Puc 2003.01(d) (4) requires the Applicant to provide evidence of financial security. We expect to be able to submit this to the Commission in the near future.

Thank you.

Sincerely,

**/s/ James T. Rodier**

**PNE ENERGY SUPPLY LLC**  
**INITIAL REGISTRATION TO BECOME A COMPETITIVE ELECTRIC POWER**  
**SUPPLIER**

**Information required by Puc 2006.01**

- (1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;

**Name: PNE Energy Supply, LLC (NH Business ID: 645161)**  
**Trade Name: Power New England**  
**Web Address: www.powernewengland.com**

**PNE has applied to the Secretary of State for approval to operate under the trade name Power New England.**

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

**Business Address: 392 Hooksett Rd., Suite 3 Auburn, NH**  
**Telephone Number: 603.413.6602, 888.669.1685**  
**E-Mail Address: Howard.Plante@powernewengland.com**

**Web Address: www.powernewengland.com**

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

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

- (4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant if an individual, or of the applicant's principal(s) if the applicant is anything other than an individual;

**Name: Howard M. Plante**  
**Title: Vice President of Marketing**  
**Business Addresses: 392 Hooksett Rd**  
**Suite 3**  
**Auburn, NH**

**Telephone Numbers: 603.413.6602, 888.669.1685**  
**Email Address: Howard.Plante@powernewengland.com**

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

- a. The name, business address and telephone number of the entity;  
**Freedom Logistics d/b/a Freedom Energy Logistics LLC**  
**816 Elm Street, Suite 364**  
**Manchester, NH 03101**
- b. A description of the business purpose of the entity; and  
**Provide services to MPEU's purchasing wholesale from ISO-NE**
- c. A description of any agreements with any affiliated New Hampshire utility;  
**None**  
\*\*\*\*\*
- a. The name, business address and telephone number of the entity;  
**Halifax-American Energy Company**  
**816 Elm Street, Suite 364**  
**Manchester, NH 03101**
- c. A description of the business purpose of the entity; and  
**Retail Electricity and Gas marketer for South Jersey Energy**
- d. A description of any agreements with any affiliated New Hampshire utility;  
**None**

(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;

**Name: Howard M. Plante**  
**Title: Vice President of Marketing**  
**Business Addresses: 392 Hooksett Rd**  
**Suite 3**  
**Auburn, NH**

**Telephone Numbers: 603.413.6602, 888.669.1685**  
**Email Address: [Howard.Plante@powernewengland.com](mailto:Howard.Plante@powernewengland.com)**

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

**Name: Howard M. Plante**  
**Title: Vice President of Marketing**  
**Business Addresses: 392 Hooksett Rd**  
**Suite 3**  
**Auburn, NH**

**Telephone Numbers: 603.413.6602, 888.669.1685**  
**Email Address: [Howard.Plante@powernewengland.com](mailto:Howard.Plante@powernewengland.com)**

(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;

**Fromuth, A Bartholomew, Esq.**  
**Office Address: 816 Elm Street Suite 364**  
**Manchester NH 03101**

(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;

**See Attachment A.**

(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;

**PSNH**  
**UNITIL**  
**NGRID**  
**NHEC**

(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;

**Applicant intends to serve only residential customers.**

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

**None**

(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;

**None**

(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:

- a. For partnerships, any of the general partners;
- b. For corporations, any of the officers, directors or controlling stockholders; or
- c. For limited liability companies, any of the managers or members;

of the applicant's principals, as listed in a.

**None of the applicant's principals have ever been convicted of any felony that has not been annulled by a court**

(15) A statement as to whether the applicant or any of the applicant's principals:

a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

**Neither the applicant nor any of the applicant's principals has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;**

b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

**Neither the applicant nor any of the applicant's principals has, within the 10 years immediately prior to registration settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;**

d. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

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

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

**Not applicable.**

(17) For those applicants intending to telemarket, a statement that the applicant shall:

a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;

b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and

c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;

(18) For those applicants that intend not to telemarket, a statement to that effect;

**Applicants does not intend to telemarket.**

(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;

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

**See Attachment B.**

(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and

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

(22) The signature of the applicant or its representative.

Howard M. Plante  
**Name: Howard M. Plante**  
**Title: Vice President of Marketing**  
Dated: April 8, 2011

**Attachment A**

**Applicant's authorization to do business in New Hampshire  
from the New Hampshire secretary of state.**

Date: 4/6/2011 Filed Documents

(Annual Report History, View Images, etc.)

For a blank Annual Registration Report, click here.

Business Name History

Name Name Type

PNE Energy Supply, LLC Legal

Limited Liability Company - Domestic - Information

Business ID: 645161

Status: Good Standing

Entity Creation Date: 3/8/2011

Principal Office Address: 392 Hooksett Road Suite 3

Auburn NH 03032

Principal Mailing Address: No Address

Last Annual Report Filed Date:

Last Annual Report Filed: 0

Registered Agent

Agent Name: Fromuth, A Bartholomew, Esq.

Office Address: 816 Elm Street Suite 364

Manchester NH 03101

Mailing Address:

File Annual Report Online.

**Attachment B**

**Copy of contract to be used for residential customers**

**PNE Energy Supply, LLC**  
**d/b/a POWER NEW ENGLAND**

Enrollment Form to Switch Electric Provider in New Hampshire

Agreement: The purpose of this Agreement is to authorize PNE Energy Supply, LLC d/b/a Power New England (“PNE”) to switch your electricity account(s) over to PNE from your current supplier, whether it is the utility company or another Competitive Energy Provider (“CEP”). By signing below, I (Customer) authorize the aforementioned electricity account transfer to PNE.

1. Price: Customer will receive a guaranteed price of \$0.0 per kwh consumed for the term of the contract, as outlined in Section 2 below.
2. Term: Customer agrees to draw their electricity, exclusively from PNE for a period of 12 months from Customer’s next scheduled meter read date, at the price outlined in Section 1 above. Upon the expiration of the 12 month period, Customer will receive an “out of contract” rate, until such time as they execute a new Agreement with PNE at a new guaranteed one year price, or terminate their relationship.
3. Early Termination: Customer may not legally depart from PNE’s electricity supply during the agreed upon term of the contract. In order to secure your low prices, PNE is forced to purchase your electricity in advance with the expectation that Customer will fulfill the contract term. In the event that Customer leaves PNE before the expiration of their contract period, Customer will be charged the following early termination fee:  
  
**Early Termination Fee** = Number of months remaining on Customer’s Agreement x \$100.00.<sup>1</sup>
4. Restrictions: Customer’s guaranteed fixed price is valid for profiled customer’s only. Customers using real time or interval meters are not eligible for the above rate, even if their enrollment is mistakenly accepted. In the event that an interval meter Customer enrolls for the fixed priced program with PNE, PNE has the right to cancel the Agreement at the time of discovery and return Customer to the utility company.
5. Sale of Home or Small business, or Completion of Tenant Lease: In the event that Customer sells their home or small business, or vacates the serviced premises as a result of a lease expiration prior to the natural expiration of their PNE contract, Customer must notify PNE in writing 30 days prior to utility account shutdown or transfer. In the event that Customer notifies PNE 30 days prior, Customer will be allowed to pay an early termination fee, in addition to any outstanding prior balance, of \$150.00.<sup>2</sup>

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<sup>1</sup> The month of Customer’s early termination counts toward the Early Termination Fee Calculation regardless of the day of supplier transfer.

<sup>2</sup> If Customer has 2 months or less remaining on their PNE contract, Customer will be allowed to cancel their PNE contract without being charged an early termination penalty, provided the aforementioned 30 day

6. Governing Law: This Agreement has been entered into in the State of New Hampshire and the validity, performance, and construction of this Agreement shall be governed and interpreted in accordance with the laws of the State of New Hampshire as applied to agreements solely between residents of that state without recourse to such state's choice of law rules. If any action is brought to enforce the terms of this Agreement, such action may be brought in any court of competent subject matter jurisdiction located within the State of New Hampshire, and each party hereby consents to the jurisdiction and venue of the state and federal courts within New Hampshire.

7. Right of Rescission: Residential Customer has 3 days to rescind this Agreement from the date of execution. As stipulated by the State of New Hampshire, this applies to residential customers only.

8. Late Charges and Late Payment: Customers shall be billed by their utility company. The utility will receive payment from Customer and transmit payment to PNE. Therefore, Customer has the 30 days to pay an invoice from date of receipt. In the event that the Customer does not pay their outstanding balance within 30 days, PNE has the right to drop Customer from service at their discretion. PNE also reserves the right charge Customer at 5% interest for each month that late payment is outstanding.

9. Customer Service Contact: For Questions or Issues please call out toll free number 888-888-8888 or email us at [info@powernewengland.com](mailto:info@powernewengland.com)

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I have read the above Terms and Conditions and agree to all

Name: \_\_\_\_\_ (please print)

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

Enrollment Information: (must complete to initiate enrollment)

**Billing Address:**

(Please Print Clearly)

Street: _____
Apt: _____
City: _____
State: NH      Zip: _____

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notice has been provided. PNE retains the right to request proof of property sale or lease expiration, and Customer agrees to provide requested proof or in the alternative pay the normal early termination fee.

**Utility Company:**

Please Circle One:    PSNH                    NGRID                    NHEC                    UNITIL

**Account Number:**

1.
2.
3.
4.

(Usually Located in Upper Right Corner of Utility Electric Bill)