

DM12-115

Margaret C. Campbell
CEO, Easy Energy of Massachusetts, LLC
5 Spectacle Hill Rd.
Bolton, MA 01740

Tel. 978-634-1195
Mccampbell@easyenergyllc.com

February 14, 2012

Deborah A. Howland
Executive Director
State of New Hampshire
Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 0330 1-2429



Easy Energy of Massachusetts, LLC
Initial CEPS Registration Application

Dear Ms. Howland:

Pursuant to New Hampshire Code of Administrative Rules, Puc 2003.01 and Puc 2006.01, I am filing herewith an original and two copies of a registration application on behalf of Easy Energy of Massachusetts LLC to become a Competitive Electric Power Supplier in the State of New Hampshire.

Enclosed is a check in the amount of \$500.00 for the registration fee (Puc 2003.01 (d)(3)) and an electronic copy of this application (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. Easy Energy is in the process of conducting EDI testing and will submit the statement from PSNH as soon as the testing is complete.

Puc 2003.01 (d)(4) requires the Applicant to provide evidence of financial surety. Easy Energy expects to be able to submit this to the Commission in the near future.

Easy Energy is currently licensed to operate in Massachusetts, and has operating authority in the ISO New England regional zone.

Thank you,

Margaret Campbell
Chief Executive Officer
Easy Energy of Massachusetts, LLC
5 Spectacle Hill Road
Bolton, MA 01740

PART Puc 2003 REGISTRATION AND NOTICE OF INTENT REQUIREMENTS

2003.01 (c) Registration application

See 2006.01 (a) (1)-(22) CEPS Registration form (Registration Application) later in this document

2003.01 (d)(1) Electronic data interchange

Easy Energy is in the process of completing EDI testing and will send a statement from PSNH as soon as testing is complete.

2003.01 (d)(2) Evidence of ability to obtain supply in the New England energy

See Exhibit A, "Easy Energy NEPOOL Membership Approval" (attached)

2003.01(d)(3) \$500.00 registration fee

See enclosed check payable to "State of New Hampshire."

2003.01(d)(4)/2003.03 (a)(1) Surety options

Easy Energy expects to be able to submit evidence of financial surety in the near future.

2003.03 (a)(2) Amount of surety

See above response to ***2003.03 (a)(1) Surety options***.

2003.03 (a)(3) Maximum surety

See above response to ***2003.03 (a)(1) Surety options***.

2003.03 (a)(4) Obligee

See above response to ***2003.03 (a)(1) Surety options***.

2003.03 (a)(5) Term of surety instrument

See above response to ***2003.03 (a)(1) Surety options***.

2006.01 (a) (1)-(22) CEPS Registration form (Registration Application)

(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;

Legal Name:

Easy Energy of Massachusetts, LLC

Trade Name:

Easy Energy of New Hampshire

Website:

<http://www.easyenergyllc.com/>

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

Address:

5 Spectacle Hill Road,
Bolton, MA
01740

Phone:

1-866-779-0449

Email:

mcampbell@easyenergyllc.com

Website:

<http://www.easyenergyllc.com>

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

State of Massachusetts

(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;

Margaret Campbell

Chief Executive Officer

mcampbell@easyenergyllc.com

Stan Smith

President

stan.smith@easyenergyllc.com

5 Spectacle Hill Road

Bolton, MA 01740

866-779-0449

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

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

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

c. A description of any agreements with any affiliated New Hampshire utility;
Not Applicable

(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;

Easy Energy's customer service contact person is:

Colin Campbell

Associate

5 Spectacle Hill Road

Bolton, MA 01740

866-779-0449

ccampbell@easyenergyllc.com

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

Margaret Campbell

Chief Executive Officer

5 Spectacle Hill Road

Bolton, MA 01740

866-779-0449

mcampbell@easyenergyllc.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;

Business Filings Incorporated

9 Capitol Street

Concord, NH 03301

County: Merrimack

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

See Exhibit B (attachment)

(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;

Public Service of New Hampshire

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

We intend to serve all rates described in Public Service of New Hampshire's Electricity Delivery Service Tariff, NHPUC No. 8. This includes residential, small commercial and industrial, and medium and large commercial and industrial customers.

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

Massachusetts

(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;

No customer complaint relating to the sale of electricity has ever been filed against Easy Energy or its principals.

(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;

Neither Easy Energy nor its principals, Margaret Campbell or Stan Smith, has 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;

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 involving any state or federal consumer protection law or regulation; or

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

Neither Easy Energy nor its principals, Margaret Campbell or Stan Smith, (a) has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation; (b) has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or (c) is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

(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;

Easy Energy will (a) maintain a list of consumers who request being placed on Easy Energy'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 Easy Energy'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;

Not applicable.

(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;

Easy Energy intends to use the utility's billing service.

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

See Exhibit C (attached)

(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

See Exhibit D (attached)

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

See Exhibit D (attached)

EXHIBIT A:

Easy Energy NEPOOL Membership Approval

Customer ID 51091



David T. Doot
Secretary

March 14, 2008

Margaret Campbell
CEO
Easy Energy of Massachusetts, LLC
5 Spectacle Hill Road
Bolton, MA 01740
highlandgael@comcast.net

Dear Margaret:

You have requested that the New England Power Pool ("NEPOOL"), a voluntary association of entities that participate in the wholesale electric markets in the six New England states, indicate to you the status of the application of Easy Energy of Massachusetts, LLC ("Easy Energy") to become a member of NEPOOL. This letter is in response to that request.

Easy Energy's application to become a NEPOOL member entitled to full rights and subject to full obligations of members as set forth in the Second Restated NEPOOL Agreement, which is NEPOOL's governing document, was approved by the Membership Subcommittee of the NEPOOL Participants Committee on February 11, 2008, subject to the following routine conditions: (i) that Easy Energy sign and return the Standard Membership Conditions, Waivers and Reminders letter; (ii) that Easy Energy execute an Indemnification Agreement; and (iii) that the ISO and NEPOOL Counsel find Easy Energy's Application complete.

As of the date of this letter, Easy Energy has met each of these conditions. NEPOOL will request that the Federal Energy Regulatory Commission (the "FERC") permit Easy Energy's NEPOOL membership to become effective as of April 1, 2008, subject to the conditions and waivers agreed to between NEPOOL and Easy Energy.

Respectfully,



David T. Doot
Secretary

EXHIBIT B:

Authorization to Do Business in the State of New Hampshire

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Easy Energy of Massachusetts, LLC a(n) Massachusetts limited liability company registered to do business in New Hampshire on February 2, 2012. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of February, A.D. 2012

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

EXHIBIT C:

Customer Contracts

Easy Energy of New Hampshire ("Easy Energy") is licensed by the Public Utilities Commission to sell electricity to New Hampshire consumers (Nh Lic. No. XXXXXX). "We", "us" and "our" refers to Easy Energy. "You or "your" refers to the customer. We thank you for the opportunity to serve as your authorized electric supplier. Easy Energy has entered into service agreements with Public Service of New Hampshire to provide this service to you. Contact us Toll-Free with questions: 866-779-0449.

1. Agreement to Sell and Purchase: Easy Energy agrees to sell and you agree to buy and pay for the quantity of electricity necessary to meet your requirements. Easy Energy is your supplier of electricity and Public Service of New Hampshire is your utility or distribution company. You have the right to cancel your enrollment and this agreement any time before midnight of the third business day after we receive your enrollment confirmation with no penalty. This contract reflects our entire agreement and supersedes any oral or written statements made in connection with this contract or your electric energy supply.

2. Price: Your price for electricity, "Price per kWh", is the fixed rate of \$.00000/kWh. The total energy price you pay per billing period is the fixed price per kWh multiplied by your usage, in kWh, during the billing period. Your usage is determined by Public Service of New Hampshire load profiles, or by meter data. The quantity, quality, and measurement of kWh used are determined by Public Service of New Hampshire. This price does not include any taxes. If you are tax exempt, you must provide Easy Energy with the necessary tax exemption certificate. The price does not include Utility distribution and transmission charges as well as any other applicable charges. You can refer to your Easy Energy bill to see the price per kWh for the bill period. This fixed price will continue in force until December 31, 2012. After that date you will continue to receive electricity from Easy Energy at a monthly variable price until either party cancels the agreement.

3. Term: Service begins on one of your next two meter read dates after Public Service of New Hampshire confirms your enrollment and will continue until MM/DD/YYYY and on a month-to-month basis thereafter. There may be delays in commencing electric service under this contract and you will not hold us responsible for any such delays. Easy Energy reserves the right to amend these terms and conditions due to any regulatory, tariff or procedural change that may affect our ability to serve you under this agreement. Amended terms and conditions will become effective 30 days after being posted on our website. Your continued use of Easy Energy as your supplier is your acceptance of any changes in these terms and conditions.

4. Cancellation: Either party may cancel this Agreement, without penalty. You may cancel by notifying us of your desire to return to Public Service of New Hampshire. We will notify your utility and you will return to them for your supply on one of your next two meter read dates. We may cancel this agreement at our sole discretion for any reason including, but not limited to, in our opinion you are not credit worthy or if there are adverse changes in the laws, rules or market conditions. We may terminate this service and return you to your utility if a bill is not paid within 48 days of receipt, or such longer time as may be permitted by Puc 2004.07. You are responsible for all Easy Energy supply charges incurred on your behalf even if you cancel this contract.

5. Billing: You will receive a single bill from Public Service of New Hampshire covering Easy Energy's supply charges as well as the distribution company's distribution and service charges. Payment is due to Easy Energy when payment is due to Public Service of New Hampshire. You make a single payment to Public Service of New Hampshire and they send us the appropriate amount. Late charges will be calculated at the rate of 1.5% per month for the amount outstanding. In the event of late or non-payment, we have the right to terminate this agreement in accordance with the applicable State of New Hampshire Public Utility Commission requirements. You are liable for all costs and expenses including any late payment fees and reasonable attorney's fees incurred in the collection of any amounts due.

6. Information Release Authorization: Through your selection of the check box indicating you agree with these terms and conditions you allow Public Service of New Hampshire to release to us any account information including account number and payment history. You also agree to receive environmental disclosure information by accessing our web page at www.easyenergyllc.com or through e-mail or post office.

7. Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. If you have any concerns about your bill, you may call our Customer Service department (M-F 9AM-5PM EST) at 1-866-779-0449 or send a letter to Easy Energy, P.O. Box 866, Bolton, MA 01740, or send an e-mail to service@easyenergyllc.com. If your question is not resolved, you have a right to appeal to the New Hampshire PUC by writing them or calling them at 1-603-271-2431.

8. Force Majeure: Easy Energy assumes no liability or responsibility for any items or services associated with your local utility including operations and maintenance of their system, billing errors, interruption of service, termination of service, failure of electricity service or deterioration of their service.

9. Limits on Warranty and Damages: You understand and agree that there are no warranties, either expressed or implied, associated with this offer or the electricity service sold hereunder. In the event Easy Energy fails to perform its obligations under this agreement, your sole remedy shall be to cancel this agreement by written notice sent via certified mail to Easy Energy. In the event Easy Energy is responsible for direct damages for its failure to comply with these terms and conditions, Easy Energy will be responsible for direct damages up to the price of the electricity service provided limited to a thirty day period. Further, Easy Energy shall not be liable to you for any injury, whether arising in contract, tort (including but not limited to intentional torts, negligence, and strict liability), or otherwise, and you hereby expressly waive any other legal or equitable remedy other than termination as referenced above in this section.

10. Low Income Eligibility: A discount electric rate is available to qualifying residential customers. Contact Public Service of New Hampshire customer service at 1-800-662-7764 for eligibility requirements and an application.

11. 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. If action is taken by federal or state governmental authorities which significantly changes the way Easy Energy does business with you, Easy Energy may change its price to you, or terminate this agreement, after which you can return to Public Service of New Hampshire to provide your electricity needs or enroll for service from another supplier.

12. Assignment: We may assign this agreement to an affiliate, in whole or in part or to another state licensed supplier. You will receive a thirty (30) day notice of any assignment. In the case of assignment to an affiliate these Terms and Conditions will remain unchanged. In the case of assignment to a third party supplier these Terms and Conditions will no longer be in effect and Easy Energy shall have no further obligations hereunder. Neither your account number nor any other confidential information will be released without your written consent. You do not have the right to assign your rights and obligations under this agreement to a third party.

13. Emergency Service: In the event of an electric emergency or service interruption, you should immediately call Public Service of New Hampshire at 1-800-662-7764 as they maintain the distribution, transportation and all emergency services.

Easy Energy of New Hampshire ("Easy Energy") is licensed by the Public Utilities Commission to sell electricity to New Hampshire consumers (NH Lic. No.XXXXXX). "We", "us" and "our" refers to Easy Energy. "You or "your" refers to the customer. We thank you for the opportunity to serve as your authorized electric supplier. Easy Energy has entered into service agreements with Public Service of New Hampshire to provide this service to you. Contact us Toll-Free with questions: 866-779-0449.

1. Agreement to Sell and Purchase: Easy Energy agrees to sell and you agree to buy and pay for the quantity of electricity necessary to meet your requirements. Easy Energy is your supplier of electricity and Public Service of New Hampshire is your utility or distribution company. You have the right to cancel your enrollment and this agreement any time before midnight of the third business day after we receive your enrollment confirmation with no penalty. This contract reflects our entire agreement and supersedes any oral or written statements made in connection with this contract or your electric energy supply.

2. Price: Your price for electricity, "Price per kWh", is the monthly average for energy in the New England market that is adjusted each month based on prevailing costs including New England Independent System Operator (NEISO) charges plus charges for electric energy losses, congestion charges, scheduling services, "uplifted" imbalance charges, and ancillary services. This price may be higher or lower than Public Service of New Hampshire's price in any particular month. The total energy price you pay each day is the price per kWh multiplied by your usage, in kWh, during that day. Your usage is determined by Public Service of New Hampshire load profiles, or by meter data. The quantity, quality, and measurement of kWh used are determined by Public Service of New Hampshire. This price does not include any taxes. If you are tax exempt, you must provide Easy Energy with the necessary tax exemption certificate. The price does not include utility distribution and transmission charges as well as any other applicable charges. You can refer to your Easy Energy bill to see the price per kWh for the bill period. This monthly variable pricing plan will continue in force on a month-to-month basis until either party cancels the agreement.

3. Term: Service begins on one of your next two meter read dates after Public Service of New Hampshire confirms your enrollment and will continue on a month-to-month basis. There may be delays in commencing electric service under this contract and you will not hold us responsible for any such delays. Easy Energy reserves the right to amend these terms and conditions due to any regulatory, tariff or procedural change that may affect our ability to serve you under this agreement. Amended terms and conditions will become effective 30 days after being posted on our website. Your continued use of Easy Energy as your supplier is your acceptance of any changes in these terms and conditions.

4. Cancellation: Either party may cancel this Agreement, without penalty. You may cancel by notifying us of your desire to return to Public Service of New Hampshire. We will notify your utility and you will return to them for your supply on one of your next two meter read dates. We may cancel this agreement at our sole discretion for any reason including, but not limited to, in our opinion you are not credit worthy or if there are adverse changes in the laws, rules or market conditions. We may terminate this service, and return you to your utility, if a bill is not paid within 48 days of receipt, or such longer time as may be permitted by Puc 2004.07. You are responsible for all Easy Energy supply charges incurred on your behalf even if you cancel this contract.

5. Billing: You will receive a single bill from Public Service of New Hampshire covering Easy Energy's supply charges as well as the distribution company's distribution and service charges. Payment is due to Easy Energy when payment is due to Public Service of New Hampshire. You make a single payment to Public Service of New Hampshire and they send us the appropriate amount. Late charges will be calculated at the rate of 1.5% per month for the amount outstanding. In the event of late or non-payment, we have the right to terminate this agreement in accordance with the applicable State of New Hampshire Public Utilities Commission requirements. You are liable for all costs and expenses including any late payment fees and reasonable attorney's fees incurred in the collection of any amounts due.

6. Information Release Authorization: Through your selection of the check box indicating you agree with these terms and conditions you allow Public Service of New Hampshire to release to us any account

information including account number and payment history. You also agree to receive environmental disclosure information by accessing our web page at www.easyenergyllc.com or through e-mail or post office.

7. Dispute Resolution: In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the parties will use their best efforts to resolve the dispute. If you have any concerns about your bill, you may call our Customer Service department (M-F 9AM-5PM EST) at 1-866-779-0449 or send a letter to Easy Energy, P.O. Box 866, Bolton, MA 01740, or send an e-mail to service@easyenergyllc.com. If your question is not resolved, you have a right to appeal to the New Hampshire PUC by writing them or calling them at 1-603-271-2431.

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9. Limits on Warranty and Damages: You understand and agree that there are no warranties, either expressed or implied, associated with this offer or the electricity service sold hereunder. In the event Easy Energy fails to perform its obligations under this agreement, your sole remedy shall be to cancel this agreement by written notice sent via certified mail to Easy Energy. In the event Easy Energy is responsible for direct damages for its failure to comply with these terms and conditions, Easy Energy will be responsible for direct damages up to the price of the electricity service provided limited to a thirty day period. Further, Easy Energy shall not be liable to you for any injury, whether arising in contract, tort (including but not limited to intentional torts, negligence, and strict liability), or otherwise, and you hereby expressly waive any other legal or equitable remedy other than termination as referenced above in this section.

10. Low Income Eligibility: A discount electric rate is available to qualifying residential customers. Contact Public Service of New Hampshire customer service at 1-800-662-7764 for eligibility requirements and an application.

11. 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. If action is taken by federal or state governmental authorities which significantly changes the way Easy Energy does business with you, Easy Energy may change its price to you, or terminate this agreement, after which you can return to Public Service of New Hampshire to provide your electricity needs or enroll for service from another supplier.

12. Assignment: We may assign this agreement to an affiliate, in whole or in part or to another state licensed supplier. You will receive a thirty (30) day notice of any assignment. In the case of assignment to an affiliate these Terms and Conditions will remain unchanged. In the case of assignment to a third party supplier these Terms and Conditions will no longer be in affect and Easy Energy shall have no further obligations hereunder. Neither your account number nor any other confidential information will be released without your written consent. You do not have the right to assign your rights and obligations under this agreement to a third party.

13. Emergency Service: In the event of an electric emergency or service interruption, you should immediately call Public Service of New Hampshire at 1-800-662-7764 as they maintain the distribution, transportation and all emergency services.

EXHIBIT D:

Signed Officer's Affidavit

OFFICER'S AFFIDAVIT

I, the undersigned, Margaret Campbell hereby certify that I am CEO of Easy Energy of Massachusetts, LLC, a limited liability corporation duly organized and existing under the laws of the State of Massachusetts and am a duly authorized representative of Easy Energy of Massachusetts, LLC with the power and authority to file this Application for Registration as a Competitive Electric Power Supplier in the State of New Hampshire on behalf of Easy Energy of Massachusetts.

I declare that I have reviewed this Application for Registration as a Competitive Electric Power Supplier and its' contents are truthful, accurate and complete.

Margaret C. Campbell

Margaret C. Campbell
CEO

Easy Energy of Massachusetts, LLC
5 Spectacle Hill Road
Bolton, MA 01740

2/24/2012
Date



24th day of February 2012 mac

On this ~~7th day of October 2011~~, before me, the undersigned notary public, personally appeared Margaret C. Campbell, proved to me through satisfactory evidence of personal knowledge of identity, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge or belief.

Sohir Mankarous

Notary Public

