

STATE OF NEW HAMPSHIRE  
BEFORE THE  
PUBLIC UTILITIES COMMISSION

Docket No. \_\_\_\_\_

**RESIDENT POWER, LLC**

**IN THE MATTER OF THE VERIFIED EMERGENCY PETITION FOR**  
**DECLARATORY JUDGMENT**

Docket No. \_\_\_\_\_

**[PROPOSED] ORDER**

The New Hampshire Public Utilities Commission, having reviewed the Verified Emergency Petition for Declaratory Judgment, the supporting pleading and documents, and the applicable law and PUC Rules, hereby finds and orders as follows:

1. That the registration of Resident Power LLC as an aggregator of electric load under PUC 2003.04 has not been revoked, suspended or withdrawn, and remains valid and in full force and effect; and
2. That no provision of the Commission's rules prohibits or prevents Resident Power from continuing to represent its customers in accordance with such terms and conditions, including those customers that were formerly customers of PNE Energy Supply, LLC for electric supply services, subject, of course, to cancellation by any customer of Resident Power in accordance with the terms and conditions of the Aggregation Agreement between Resident Power and said customer; and
3. That Resident Power's, or any competitive electric power supplier to whom Resident Power offers an aggregated load, proposed enrollment of those Resident Power customers with whom an aggregation agreement exists, who were formerly customers of PNE Energy Supply and were transferred to PSNH default service on February 20, 2013, as a result of the suspension of PNE Energy Supply by ISO New England, for electric service to be provided by FairPoint Energy LLC or any other competitive electric power supplier at an energy service rate less than the PSNH default service rate, shall not constitute "slamming" under applicable New Hampshire law, including PUC 2004.10(b), provided such customer of Resident Power has not provided notice of cancellation to Resident Power in accordance with the terms and conditions of his or her Aggregation Agreement

with Resident Power on or before the date of enrollment of such customer in the applicable electronic data interchange; and

4. That Resident Power's, or any competitive electric power supplier to whom Resident Power offers an aggregated load, proposed enrollment of those Resident Power customers with whom Resident Power has re-confirmed a prior aggregation agreement, who were formerly customers of PNE Energy Supply and were transferred to PSNH default service on February 20, 2013, as a result of the suspension of PNE Energy Supply by ISO New England, for electric service to be provided by FairPoint Energy LLC or any other competitive electric power supplier at an energy service rate less than the PSNH default service rate, shall not constitute "slamming" under applicable New Hampshire law, including PUC 2004.10(b), provided such customer of Resident Power has not provided notice of cancellation to Resident Power in accordance with the terms and conditions of his or her Aggregation Agreement with Resident Power on or before the date of enrollment of such customer in the applicable electronic data interchange.

By Order of the New Hampshire Public Utilities Commission this \_\_\_\_\_ day of February, 2013.

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PNE Energy Supply, LLC d/b/a Power New England

816 Elm Street | Suite 364, Manchester, NH 03101 | (877) 248-1478

## CUSTOMER NOTICE OF SERVICE PROVIDER CHANGE

February 11, 2013

Dear Customer,

PNE Energy Supply, LLC, your current electricity supplier, is pleased to announce that we have reached an agreement with FairPoint Energy LLC, in which FairPoint Energy will assume the duties of providing your electric power. This transfer is expected to occur at the beginning of your next billing cycle, but may take two billing cycles to occur. It is important to note that your current rates and contract length will not change as a result of this transaction. You will still receive your low rates on your monthly PSNH bill; however, the only difference is that now it will read "FairPoint Energy" on page 2 of your PSNH bill rather than "PNE Energy Supply."

This means that the service you currently receive from PNE Energy Supply will be provided by FairPoint Energy, and you will become a customer of FairPoint Energy, [www.fairpointenergy.com](http://www.fairpointenergy.com). A copy of the FairPoint Energy Terms and Conditions are attached for your review. You are not required to do anything to continue receiving the high-quality service and competitive rates that you have come to expect from PNE Energy Supply. PNE Energy Supply will work closely with FairPoint Energy to ensure a seamless transfer of service without interruption or inconvenience to you. Payments, and customer records, for services that were previously provided to PNE Energy Supply will be transferred to FairPoint Energy as well.

### Specifically, please note the following:

- PNE Energy Supply will be transferring your electricity supply account to FairPoint Energy at the end of your current monthly billing cycle or as soon as the transfer can be processed by PSNH.
- This transfer between suppliers will occur at NO COST to you.
- Your current price plan and contract term will not change as a result of FairPoint Energy becoming your new electricity supplier.
- Under the FairPoint Energy terms and conditions you will have no termination fees. If you are a fixed term customer your contract may be renewed at the end of the fixed term or you will roll to FairPoint Energy's variable rate plan unless you elect to cancel your contract.
- All billing and payment will continue to be done through PSNH.
- Resident Power will no longer be an aggregator for your account, but will cooperate with FairPoint Energy to assist in the transition between electricity suppliers.
- Your account will automatically be assigned to FairPoint Energy. You do not have to respond to this Notice. Your account will remain assigned to FairPoint Energy, unless you contact and select another energy supplier or return to the default service provider (PSNH). If you select another supplier or return to PSNH within 30 days from receipt of this notice, there will be no cost to you to do so, even if the beginning of the next billing cycle (and therefore the change of provider) occurs beyond this 30 day period. Furthermore, under the FairPoint Energy Terms and Conditions there will be no early termination fees.
- Please note that the current PSNH default service rate is \$0.0954 per kWh. Your current PNE Energy Supply rate is lower than the PSNH default service rate, and, as noted above, your rate plan will not change as a result of the transfer to FairPoint Energy.



PNE Energy Supply, LLC d/b/a Power New England

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**The contact information for FairPoint Energy is:**

## **FairPoint***Energy*

Fairpoint Energy uses its name under a license agreement with Fairpoint Communications Inc.

FairPoint Energy, LLC  
1055 Washington Boulevard,  
7th floor  
Stamford, CT 06901  
Phone: 866-842-1084  
Email: [support@fairpointenergy.com](mailto:support@fairpointenergy.com)  
[www.fairpointenergy.com](http://www.fairpointenergy.com)

Here at PNE Energy Supply it has been our pleasure to provide you with access to affordable electricity service, and we emphasize that you will be treated as a valued customer of FairPoint Energy. We recognize that you have a choice of energy providers. FairPoint Energy is committed to honoring your contract price and contract term with PNE Energy Supply and keeping you satisfied; thus we hope that you choose to remain a customer with FairPoint Energy and thereby continue the same affordable service that you have received from PNE Energy Supply.

Until the actual transfer date, PNE Energy Supply will continue to be responsible for addressing all customer service and billing issues. After the transfer date, you should refer your questions to FairPoint Energy for handling. We appreciate your understanding and support during this transition period. If you have any questions regarding this notice, our address and on-going toll-free customer contact number and address are as follows:

PNE Energy Supply, LLC d/b/a Power New England  
816 Elm Street Suite 364  
Manchester, NH 03101  
Phone: (877) 248-1478

Sincerely,

PNE Energy Supply, LLC d/b/a Power New England



Code: \_\_\_\_\_

**LOOKING TO \$AVE MONEY ON ELECTRICITY  
FOR YOUR HOME OR SMALL BUSINESS???**

We **GUARANTEE** you a cheaper electricity rate than what you currently pay the utility company or there's **NO OBLIGATION**.

I \_\_\_\_\_ (PRINT NAME) appoint Resident Power Natural Gas and Electric Solutions ("RPNGES") to act as my exclusive agent, for a period of 12 months for the purposes of researching, negotiating and executing electricity supply agreements on my behalf, for the account number(s) listed below. Resident Power will not enroll my electricity account(s) with a new electric supplier unless they can **guarantee** that my new electricity rate will be lower than the posted utility rate at the time of my enrollment. \*See [www.residentpower.com](http://www.residentpower.com) for terms and conditions.

I represent to Resident Power that I have the requisite authority to sign this agreement.

Signed: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**FILL OUT THE INFORMATION BELOW TO ENROLL.**

<p><b>*Account Holder Name (PLEASE PRINT)</b></p> <p>_____</p> <p><b>*Billing Address</b></p> <p>Address _____</p> <p>Apt/Suite _____</p> <p>City _____ State _____</p> <p>Zip Code _____</p> <p><b>*Residence Type:</b></p> <p><input type="checkbox"/> Home <input type="checkbox"/> Apartment <input type="checkbox"/> Commercial</p> <p><b>If commercial please give DBA:</b></p> <p>_____</p> <p><b>Legal Entity Name:</b></p> <p>_____</p> <p><b>*Are you on an assistantship program?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p><b>*Account Number (s):</b></p> <p>Usually found in top right corner of utility bill</p> <p>_____</p> <p>_____</p> <p><b>*Customer Name Key: (PSNH Only- found above Acct No.)</b></p> <p>_____</p> <p><b>Utility</b></p> <p>PSNH _____ Unitil _____ NHEC _____ NGRID _____</p> <p><b>Billing Cycle:</b></p> <p>Usually found next to service address</p> <p>_____</p>
	<p><b>*EMAIL:</b> _____</p> <p><b>*PHONE:</b> _____</p> <p><b>*Indicates required fields</b></p>

**\*Under New Hampshire Law we are required to contact you via regular mail or electronic mail in the event we are able to find you a new electric supplier.**

**This information will be kept confidential**

www.residentpower.com • [info@residentpower.com](mailto:info@residentpower.com) • 603-232-9293 (Phone) • 603-625-8448 (fax)  
816 Elm St, Suite 364, Manchester NH 03104

**GUARANTEED SAVINGS**
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## Enroll with Resident Power today.

- 1.) Get your latest electric bill.
- 2.) Complete our enrollment form below. Or Download and print the [Enrollment PDF form](#), complete and return by mail. You must provide the name and account number as they appear on your current electric bill.
- 3.) Read and agree to the Resident Power [Terms and Conditions](#).
- 4.) Click the Enroll button to complete your enrollment with Resident Power.

\*Denotes required fields

\*No Quotations (ex: Name "nickname") allowed in fields

### Service Address

First Name*:	Last Name*:
<input type="text"/>	<input type="text"/>
Company Name (If Enrolling a Small Business)*:	DBA:
<input type="text"/>	<input type="text"/>
<a href="#">Verify your legal name by clicking here</a>	
Service Address*:	
<input type="text"/>	
Service Address2:	City/Town*:
<input type="text"/>	<input type="text"/>
State*:	
<input type="text" value="-- Please Select --"/>	
Zip*:	
<input type="text"/>	
Email Address*:	Verify Email Address*:
<input type="text"/>	<input type="text"/>
Phone Number*:	
<input type="text"/>	
Ex: 555-555-5555	
Industry*:	
<input type="text" value="Select an Industry"/>	

### Billing Address

☐ Billing address same as service address

Billing Address:
<input type="text"/>
Billing Address 2:
<input type="text"/>
City/Town:
<input type="text"/>
Zip:
<input type="text"/>

## Pre-Enrollment Center Join Now!

I'd like to enroll for:


[Click Here to Email with Questions or more Information](#)

Or print out and complete this Adobe PDF form and return by regular mail


[Download PDF Now](#)

I am very happy that I signed up with [residentpower.com](#). The sign-up process was simple and since I still get my bill and service through PSNH there's no downside from my perspective. I know that the [residentpower.com](#) folks are the same company that arranges wholesale power for large businesses in New England. They are stable firm — they know the power business, and their business model makes sense. I'm thrilled to have this available to me as a homeowner with no change in my PSNH relationship except a lower price on the bill. Thank you! Highly recommended!

**Bill Berry**  
Manchester, NH

State:

### Referral Information

How did you hear about us?\*

### Utility Account Information

Utility\*:

Customer Name Key Code: (Usually first letters of last name or company name on bill near Account #)

Account Number\*:

Verify Account Number\*:

Billing Cycle:

Are you on an Assistance Program with your utility?\*

- ☐ Yes  
☐ No

Does your business use natural gas? \*:

- ☐ Yes  
☐ No

Was this form filled out by the customer? \*:

- ☐ Yes  
☐ No

☐ I have read and agreed to the [terms and conditions](#)\*

use  
lemons

Type the two words:



Send Your Enrollment Now

"Resident Power is great! I manage commercial properties in Maine and New Hampshire, and I use Resident Power to serve our accounts that weren't large enough for the traditional electric suppliers. Sign up is quick and easy, and the staff is friendly and knowledgeable. Thanks Resident Power!"

Lori Hemmerdinger  
Boulos Properties







### Terms and Conditions

Resident Power Natural Gas and Electric Solutions, LLC ("Resident Power") operates as a registered aggregator of electricity in New Hampshire and Maine. "We", "us" and "our" refers to Resident Power. "You" or "your" refers to you the Customer. Resident Power will maintain your information with the strictest confidentiality and will utilize it only in the course of providing the services contemplated under these terms and conditions. Please read the terms and conditions below carefully as offers and opportunities may vary depending on utility, state and region of service.

**1. Appointment of Agent:** You hereby appoint Resident Power as your exclusive agent, for a period of 12 months from the date of enrollment, to act in your name, place and stead in any way which it could act with respect to researching, negotiating, executing, terminating, assigning, rescinding and delivering, electricity supply and service agreements with competitive energy suppliers, sellers or service providers.

**2. Authority to Sign/Enroll:** By accepting the terms and conditions and completing the online or hard copy enrollment form you are representing that you have the authority to sign on behalf of the electricity account/s listed, and that you are either the account owner or the owner's duly authorized representative. **NOTICE:** Anyone enrolling customers without their express permission shall be liable for any and all suits, complaints, damages, fines or charges resulting therefrom. Resident Power does not condone or tolerate customer "slamming" and will turn in any person or persons discovered to be engaged in any such activity to the proper authorities. If you feel that you have been a victim of improper or unauthorized enrollment please contact Resident Power at [info@residentpower.com](mailto:info@residentpower.com) and include INVALID ENROLLMENT in the subject line. If you are already with another supplier or aggregator [other than the utility] and you enroll with Resident Power it is your responsibility to inform Resident Power in writing as to when your current supply/aggregation contract expires. Resident Power is not responsible for any early termination penalties that may be charged to you by other suppliers or aggregators as a result of your enrollment with Resident Power.

**3. Price Guarantee:** Resident Power guarantees that your new electricity rate will be lower than the 12 month average residential rate offered by your local utility company at the time of enrollment with your new competitive electricity provider ("CEP"). Note: The 10% savings guarantee applies to PSNH customers only and reflects Resident Power's commitment to price you, the Customer, 10% or more below the average residential rate offered by PSNH over the prior 12 months. All other utility customers are guaranteed a savings against the posted residential rate offer by their utility; however it may be a savings of less than the PSNH savings percentage referenced above. If Resident Power is unable to secure a rate that is lower than the previous 12 month average residential rate offered by your local utility company, Resident Power will not enroll you with a new CEP and you will remain with the utility company at no additional charge, until such time as a new rate is found or you terminate your membership in the Resident Power program.

\*Please note that Resident Power cannot find you a lower cost source for your transmission and distribution charges, as those charges are the domain of your utility company and will remain as such even after we find you a new electricity supplier/CEP. Therefore, our guarantee of a lower price relates ONLY to the per Kwh electricity charge for electricity supply and does not extend to, describe, or pertain to any other service, offering, product, or charge levied by your local utility company.

\*Please note that many utility companies fluctuate their prices every 1, 3 or 6 months, it is for this reason that Resident Power uses a utility's previous 12 month average as the price to compare.

**4. Term:** Your enrollment in our energy program starts on the day of sign up and submission, and lasts for a period of 12 months from that date. If you wish to be removed from the Resident Power program you must inform us in writing 30 days prior to the expiration of your 12 month term, or you will be automatically renewed for another 12 months. This term listed under this Appointment of Agent does not relate to any Agreement entered into on your behalf with a CEP while acting under the authority provided herein. When a new electricity rate and CEP have been secured on your behalf, you will be notified of your new terms and conditions at that time, by the CEP or their agent.

**5. Cancellation:** Under this Agreement you are enrolled with Resident Power for a period of 12 months from the date of sign up. At the expiration of the 12 month period, either party may cancel this Appointment of Agent 30 days prior to its expiration, otherwise you will have been deemed to renew for another 12 month interval. You will continue to auto renew for 12 month intervals until such time as either party cancels. In order to successfully cancel, the cancelling party must submit a written notice of cancellation at least thirty (30) days prior to the next expiration date. In the event that you have already been enrolled with a CEP, cancellation of your Agreement with Resident Power will have no impact on the terms and conditions entered into between you and the CEP. **NOTICE:** If you move within state, please notify us of your new account number(s) within (60) days for re-enrollment and your early termination fee will be waived.

**6. Right of Rescission:** By law the residential consumer has the right to rescind when Resident Power has found you a new rate and new CEP. You will remain a Resident Power customer, however. When we have found you a new rate with a CEP, you will be notified by the CEP of your new rate, terms and conditions. At which point you will have the following right of rescission depending on the form of the communication:

a. Residential customers and small commercial customers shall have 3 business days from the date of personal or electronic delivery of the written terms of service statement required by (a) above to rescind authorization; and

[www.ResidentPower.com](http://www.ResidentPower.com)

EMAIL: [info@residentpower.com](mailto:info@residentpower.com)

603 232 9293 (Phone)

603 625 8448 (Fax)

816 Elm Street, Suite 364, Manchester, NH 03104



- b. Residential customers and small commercial customers receiving the terms of service statement required by (a) above via the United States postal service shall have 5 business days from the postmarked date to rescind authorization.
- 7. Early Termination:** In order to provide our price Guarantee, you may not sign with another electricity broker or supplier while under contract with Resident Power. You have authorized Resident Power as your exclusive procurement agent for electricity; therefore if you leave prior to proper cancellation, Resident Power reserves the right to charge a \$100 early termination fee. See Section 4 Cancellation for more details.
- 8. Information Release Authorization:** Through your enrollment via web, mail, telephone or other method you agree with the terms and conditions contained within this document and authorize Resident Power to act on your behalf, with your local utility company (i.e. PSNH, Unitil, NGRID, NH CO-OP, etc.) to release or allow access to us any pertinent account information, including, but not limited to account number, usage information, payment history, etc...
- 9. 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 603 232 9293 or send a letter to Resident Power, 816 Elm Street, Suite 364, Manchester, NH 03101, or send an e-mail to [info@residentpower.com](mailto:info@residentpower.com).
- 10. Low Income Eligibility:** A discount electric rate is available to qualifying residential customers by your utility company. If you are currently on such a rate with the utility company, we suggest that you do not enroll in our program as **we cannot guarantee** a lower electricity rate against non published, specialized enrollment rates, such as those for low income eligibility.
- 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 might significantly changes the way Resident Power does business with you, Resident Power may terminate this Agreement, after which you can enroll for service from another aggregator or supplier.
- 12. Emergency Service:** In the event of an electric emergency or service interruption, you should immediately call your local utility company immediately.
- 13. Assignment:** Resident Power may assign or transfer your account/s to another entity at any time under the same or substantially similar terms and conditions, unless otherwise agreed between Resident Power and the other entity. In such cases, Resident Power will use best efforts to provide you with 30 days notice via electronic mail. If you have not provided an electronic mailing address to Resident Power, Resident Power reserves the right to inform you by publishing such notice on their website at [www.ResidentPower.com](http://www.ResidentPower.com).
- 14. Supplier Notice to Customers:** Resident Power will notice you when a new supplier rate is secured for your home or small business, as noted above customers do have the ability to opt out of any rate offered for the time periods outlined in Section 6. Resident Power will utilize the mailing or email address provided by Customer and is not liable for any undelivered supplier notices resulting from incorrect electronic or physical mailing addresses. Customers are encouraged to double check their enrollment forms to ensure that all information is input completely and accurately.

Thank you for your enrollment and we appreciate your support. Don't forget to Like Us on Facebook at <http://www.facebook.com/ResidentPower>

The Resident Power Team

Email Users: Don't forget to allow email from ResidentPower.com, as some mail servers may direct our letters and notices into your SPAM filter.

Coming Soon: Resident Power GREEN

TC00000628012#4



[www.ResidentPower.com](http://www.ResidentPower.com)  
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603 232 9293 (Phone)  
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