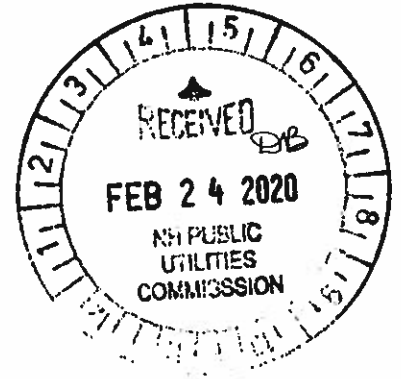




Debra A. Howland
Executive Director
NH Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301



February 21, 2020

Resident Power Natural Gas and Electric Solutions, LLC

Renewal Registration of Aggregator Pursuant to Rule PUC 2006.02

DM 13-089

Dear Ms. Howland,

Please find enclosed an original and two (2) copies of Resident Power's Renewal Registration of Aggregator pursuant to Rule PUC 2006.02.

As this is a renewal, no fee is due.

Please contact me with any questions and thank you for your attention to this matter.

Sincerely,

Megan McLaughlin

Resident Power Natural Gas & Electric Solutions, LLC
5 Dartmouth Drive, Suite 301
Auburn, NH 03032



Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Commission of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	Resident Power Natural Gas and Electric Solutions, LLC
	Trade Name (d/b/a) (if applicable)	
Puc 2006.01(b)	Business Mailing Address	5 Dartmouth Drive, Suite 301 Auburn, NH 03032
	Telephone Number	603-232-9293
	E-Mail Address	info@residentpower.com
	Website Address	www.residentpower.com
	Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.
Puc 2006.01(d)	Provide 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) ¹ if it is anything other than an individual. Use additional sheets as needed.	
	Name	Bart Fromuth
	Title	Chief Operating Officer
	Business Mailing Address	5 Dartmouth Drive, Suite 301 Auburn, NH 03032
	Telephone Number	603-232-9293
	E-Mail Address	Bart.Fromuth@residentpower.com
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	- -
	Email Address	
	Name	
	Title	
	Business Mailing Address	
Telephone Number	- -	
E-Mail Address		

¹ "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.



Affiliates and Subsidiaries	
Puc 2006.01(e)	Provide the following information regarding any affiliates ² and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.
	Name of Entity Freedom Logistics, LLC d/b/a Freedom Energy Logistics, LLC
	Business Address 5 Dartmouth Drive, Suite 301 Auburn, NH 03032
	Telephone Number 603-625-2244
	Provide a description of the business purpose of the entity. Commercial and Industrial broker for competitive electricity and natural gas supply throughout New England
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.
	Name of Entity PNE Energy Supply, LLC d/b/a Power New England
	Business Address 5 Dartmouth Drive, Suite 301 Auburn, NH 03032
	Telephone Number 603-413-6602
	Provide a description of the business purpose of the entity. Competitive Energy Supplier in NH
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.	

² "Affiliate" means any of the following:

- (a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
- (b) Any person or entity that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;
- (c) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- (d) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.



Customer Service Department Contact		
Puc 2006.01(f)	Name	Bart Fromuth
	Title	COO
	Toll-Free Telephone Number (if available)	877-248-1478
	Telephone Number	603-232-9293
	E-Mail Address	info@residentpower.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Megan McLaughlin
	Title	
	Business Mailing Address	5 Dartmouth Drive, Suite 301
		Auburn, NH 03032
	Telephone Number	603-232-9293
E-Mail Address	info@residentpower.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Bart Fromuth
	Title	COO
	Business Mailing Address	5 Dartmouth Drive, Suite 301
		Auburn, NH 03032
	Telephone Number	603-232-9293
E-Mail Address	info@residentpower.com	

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Janice Johnston
	Title	Controller
	Business Mailing Address	5 Dartmouth Drive, Suite 301
		Auburn, NH 03032
	Telephone Number	603-625-2244
E-Mail Address	Janice.Johnston@felppower.com	



Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006.01(h)	<p>Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:</p> <p>(1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or</p> <p>(2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.</p>
Puc 2006.01(i)	<p>Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:</p> <p>(1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or</p> <p>(2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.</p>
Puc 2006.01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership.
Puc 2006.01(k)	Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate.

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	<p>List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.</p> <p>Eversource, Liberty Utilities, Unutil, and New Hampshire Electric Cooperative (NHEC)</p>
Puc 2006.01(m)	<p>Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.</p> <p>Applicant intends to serve residential and small commercial customers.</p>
Puc 2006.01(n)	<p>List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.</p> <p>Maine and Rhode Island</p>



Customer Complaints	
Puc 2006.01(o)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

Complaint Type	(enter applicable states/jurisdictions in row just below)										Total
	NH										
Consumer Complaint, Resolved	1										1
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	1	0	0	0	0	0	0	0	0	0	1



Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	No
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	No
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed.	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	



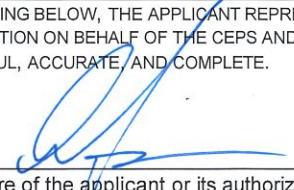
Sample Bill Form	
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No." Yes
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.

Residential and Small Commercial Customer Contracts	
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No." Yes
If the response to the question above is "Yes," then provide the following item as a separate attachment:	
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract.

File Financial Security Instrument	
Refer to Puc 2003.03 for the financial security requirements.	
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.
File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.	

Submit Application Fee (For Initial Applications Only)	
Puc 2003.01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the Executive Director by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Public Utilities Commission.
Note that there is no fee for a renewal application.	

Expected Marketing Start Date	
Puc 2006.01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire. N/A Renewal Date

Attestation and Signature	
Puc 2006.01(y) and (z)	BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.
 Signature of the applicant or its authorized representative	
Name: <u>Bart Fromuth</u>	
Title: <u>Chief Operating Officer</u>	
Date: <u>2/21/20</u>	

Filing Instructions	
1) Mail an original and two paper copies of this form and all separate attachments to: Executive Director, NHPUC, 21 South Fruit St., Suite 10, Concord, NH 03301	
2) E-mail a PDF of this form and all separate attachments to: Executive.Director@puc.nh.gov	

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 RESIDENT POWER NATURAL GAS & ELECTRIC SOLUTIONS LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 13, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 647683

Certificate Number: 0004809366



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of February A.D. 2020.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



Terms and Conditions

Resident Power Natural Gas and Electric Solutions, LLC (“Resident Power”) is a New Hampshire Limited Liability Company. “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 providing electricity supply rates and service agreements with non regulated power providers, competitive energy suppliers, sellers or service providers (“NPP’s”).

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 and include “INVALID ENROLLMENT” in the subject line. If you are already under contract with another supplier, broker, aggregator, non regulated power provider, etc.... [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: You will be billed at the rate set forth in your “Supplier Notice” for the notified term. 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/NPP. 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. Furthermore, Resident Power offers no guarantee of savings Resident Power for renewal offers and will make best efforts to secure optimal pricing with an NPP at the time of renewal.

While Resident Power makes best efforts to secure the lowest cost electricity supply rate available, choosing Resident Power does not guarantee savings against the standard offer from your local utility company (“LDC”), nor does it guarantee savings against other alternative suppliers/non-regulated power providers.

NOTICE: National Grid Rhode Island customers may be subject to a one-time billing adjustment, in the form of a charge or credit, if they are currently receiving service on the default fixed rate from National Grid. This charge will appear on the last invoice billed to the customer for standard offer service. Please note that this charge is not calculated nor collected by Resident Power, or any NPP. Further information regarding this charge can be found at: <http://www.ripuc.org/>

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 by Resident Power with an NPP while acting under the authority provided herein. When a new electricity rate and NPP have been secured on your behalf, you will be notified of your new terms and conditions at that time by Resident Power via a supplier notice delivered either electronically or via regular mail.

NOTICE: Contracts with NPPs may take 1 to 2 billing cycles to take effect. Meter read dates are scheduled by the Local Utility and cannot be changed by Resident Power. In the event of a change in scheduled meter read dates, Resident Power is not responsible for delays in service.

5. Opting Out: It is the customer’s responsibility to opt out of any offer provided by Resident Power in the event they wish to do so. Opting Out does not constitute cancellation of Customer’s agreement with Resident Power and a new supply offer may be sent to the Customer thereafter.

NOTICE: Unsubscribing from an email list does not constitute cancelling an agreement or opting out of an offer. All cancellations and opt outs must be sent to Resident Power directly and will be confirmed upon processing of the request.

6. 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 NPP, cancellation of your Agreement with Resident Power will have no impact on the terms and conditions entered into between you and the NPP. It is the customer's responsibility to cancel with the NPP, if the agreement with Resident Power is terminated prior to the end of the Customer's contract.

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.

NOTICE: Your termination of the Resident Power Agreement is only valid, if you inform Resident Power in writing of your desire to terminate. Resident Power is not liable for any actions it takes on customer's behalf under this Agreement if Customer has not informed Resident Power of their decision to terminate.

7. Renewal: Prior to the expiration of your current supply agreement, Resident Power will notify you of the renewal rate and terms, via email or US Postal Service. At this time, you will be given an opt out period of no less than 5 business days if received electronically, or 6 business days from postmarked date. Please refer to Section 5 and Section 6 for Opting Out and Cancellation instructions.

8. Early Termination: In order to provide our services, 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/termination, Resident Power reserves the right to charge a \$100 early termination fee. See Section 4 Cancellation for more details.

9. 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) to release or allow access to us any pertinent account information, including, but not limited to account number, usage information, payment history, etc....

10. 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, 5 Dartmouth Drive, Suite 301, Auburn, NH 03032, or send an e-mail to Info@ResidentPower.com

11. 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 nonpublished, specialized enrollment rates, such as those for low income eligibility.

12. Responsibility to Inform: It is the Customer's responsibility to inform Resident Power of any changes to their utility account, including but not limited to loss or gain of an unpublished discount (i.e. Low Income Assistance Programs), installation of generation equipment (solar panels, geothermal units, etc.). Resident Power is not liable for damages incurred from loss of a discount utility program due to Customer's enrollment with Resident Power.

13. 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.

14. Emergency Service: In the event of an electric emergency or service interruption, you should immediately call your local utility company.

15. 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 a valid 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

16. Supplier Notice to Customers and Supplier Affiliations: Resident Power will send notice once a new NPP/supplier rate is secured for your home or small business. Customers do have the ability to opt out of any rate offered for a period of five (6) business days from receipt of such offer. 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. CEP Business Affiliation Notice for New Hampshire customers: Resident Power has ownership affiliations with Power New England (PNE) and Halifax American (HAEC), both of which are registered suppliers within the New England electricity markets.

Thank you for your enrollment and we appreciate your support.

Don't forget to Like Us on Facebook at <http://www.facebook.com/ResidentPower>

Sincerely,

Your 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.