

VIA ELECTRONIC MAIL AND CERTIFIED MAIL

February 7, 2025

New Hampshire Department of Energy
21 South Fruit Street, Suite 10
Concord, NH 03301

RE: Competitive Electric Power Supplier Registration Renewal of Constellation
NewEnergy, Inc.

Dear New Hampshire Department of Energy:

Constellation NewEnergy, Inc. (“CNE”) is a registered New Hampshire Competitive Electric Power Supplier with registration set to expire April 9, 2025. Pursuant to N.H. Code Admin. Rule 2003.02(a), CNE hereby submits an original and two copies of its competitive supplier renewal application. An electronic copy has also been sent to registrations@energy.nh.gov.

Should you have any questions or need further information please contact me at 667-313-5326 or email at dannieka.mclean@constellation.com.

Kind regards,

Dannieka McLean

Dannieka McLean
Sr. Analyst, Legal Compliance

Cc: registrations@energy.nh.gov

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 Department 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.*

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	Constellation NewEnergy, Inc.
	Trade Name (d/b/a) (if applicable)	
Puc 2006.01(b)	Business Mailing Address	1310 Point Street, 8th Floor, Baltimore, MD 21231
	Telephone Number	844-636-3749
	E-Mail Address	
	Website Address	www.constellation.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	Delaware
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	See Attachment A.
	Title	
	Business Mailing Address	
	Telephone Number	
	E-Mail Address	
	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.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">Name of Entity</td> <td style="padding: 5px;">Arise Energy, LLC</td> </tr> <tr> <td style="padding: 5px;">Business Address</td> <td style="padding: 5px;">P.O. Box 810, Newburyport, MA 01950</td> </tr> <tr> <td style="padding: 5px;">Telephone Number</td> <td style="padding: 5px;">978-239-5240</td> </tr> </table>	Name of Entity	Arise Energy, LLC	Business Address	P.O. Box 810, Newburyport, MA 01950	Telephone Number	978-239-5240
	Name of Entity	Arise Energy, LLC					
	Business Address	P.O. Box 810, Newburyport, MA 01950					
	Telephone Number	978-239-5240					
	Provide a description of the business purpose of the entity. To provide an energy platform for commercial & industrial customers to transact and execute retail energy purchases.						
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NHDOE or the NHPUC. Arise Energy is not affiliated with any New Hampshire utilities.						
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; padding: 5px;">Name of Entity</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Business Address</td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Telephone Number</td> <td style="padding: 5px;"></td> </tr> </table>	Name of Entity		Business Address		Telephone Number	
	Name of Entity						
	Business Address						
Telephone Number							
Provide a description of the business purpose of the entity.							
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket or case number relative to the filing of any such agreements with the NH DOE or the NHPUC.							

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 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
- c) 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	Jennifer Trott
	Title	Sr. Manager, Customer Experience & Care
	Toll-Free Telephone Number (if available)	844-636-3749
	Telephone Number	410-918-5331
	E-Mail Address	choicecompliance@constellation.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Lee Turner
	Title	Sr. Regulatory Analyst
	Business Mailing Address	1310 Point Street, 8th Floor, Baltimore, MD 21231
	Telephone Number	667-313-5498
	E-Mail Address	choicecompliance@constellation.com

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Dannieka McLean
	Title	Sr. Analyst, Legal Compliance
	Business Mailing Address	1310 Point Street, 8th Floor, Baltimore, MD 21231
	Telephone Number	667-313-5326
	E-Mail Address	dannieka.mclean@constellation.com

Department of Energy Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Dannieka McLean
	Title	Sr. Analyst, Legal Compliance
	Business Mailing Address	1310 Point Street, 8th Floor, Baltimore, MD 21231
	Telephone Number	667-313-5326
	E-Mail Address	dannieka.mclean@constellation.com

Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006.01(h)	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: (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 See Attachment B. (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.
Puc 2006.01(i)	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 N. H. Secretary of State by submitting, with this application form, either of the following: N/A (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 (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.
Puc 2006.01(j)	Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership. See Attachment C.
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. See Attachment D.

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	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. New Hampshire Electric Cooperative; Unitil Energy Systems; Eversource Energy; and Liberty Utilities Corp.
Puc 2006.01(m)	Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial. Constellation NewEnergy, Inc. intends to serve medium and large commercial and industrial customers.
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity. CA, CT, DE, DC, IL, ME, MD, MA, MI, NJ, NY, OH, OR, PA, RI, TX, VA

Customer Complaints	
Puc 2006.01(e)	<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. See Attachment E.</p>

Complaint Type	(enter applicable states/jurisdictions in row just below)										Total
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	0	0	0	0	0	0	0	0	0

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?	Yes.
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?	Yes.
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. See Attachment F.	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	Yes.
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?	Yes.
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	No.
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?	Yes.

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.	

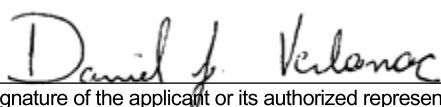
Sample Bill Form		
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	No.
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.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

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."	No.
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.	Original previously sent to the Department of Energy. See Attachment H.
File the original, executed financial security instrument with the Department of Energy. 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 NH Department of Energy by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Department of Energy.	
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 application - already serving. Date

Attestation and Signature		
Puc 2006.01(y) and (z)	<p>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.</p> <p></p> <p>Signature of the applicant or its authorized representative</p> <p>Name: Daniel J. Verbanac</p> <p>Title: President & CEO</p>	<p>02/07/2025</p> <p>Date</p>

Filing Instructions		
<p>1) Mail an original and two paper copies of this form and all separate attachments to: New Department of Energy, 21 South Fruit St., Suite 10, Concord, NH 03301</p> <p>2) E-mail a PDF of this form and all separate attachments to: registrations@energy.nh.gov</p>		

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Attachment A
Constellation NewEnergy, Inc.
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Business Information**Business Details**

Business Name: CONSTELLATION NEWENERGY, INC.	Business ID: 356449
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 02/08/2002	Name in State of CONSTELLATION NEWENERGY, Incorporation: INC.
Date of Formation in Jurisdiction: 02/08/2002	
Principal Office 1310 Point Street, 8th Floor, Address: Baltimore, MD, 21231, USA	Mailing Address: 1310 Point Street, 8th Floor, Baltimore, MD, 21231, USA
Citizenship / State of Incorporation: Foreign/Delaware	
	Last Annual Report Year: 2025
	Next Report Year: 2026
Duration: Perpetual	
Business Email: Janet.Hernandez@constellation.com	Phone #: NONE
Notification Email: govdocs@corpcreations.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / ENERGY SERVICES	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
Benjamin Hass / Vice President	1310 Point Street, 8th Floor, Baltimore, MD, 21231, USA
Shane Smith / Vice President	1310 Point Street, 8th Floor, Baltimore, MD, 21231, USA
Shane Smith / Treasurer	1310 Point Street, 8th Floor, Baltimore, MD, 21231, USA
Brian Buck / Other Officer	1310 Point Street, 8th Floor, Baltimore, MD, 21231, USA
Nina L. Jezic / Other Officer	1221 Lamar Street, Houston, TX, 77010, USA

< Previous ... 1 2 3 ... Next > Page 1 of 3, records 1 to 5 of 12 Go to Page

Registered Agent Information

Name: Corporate Creations Network Inc.

Registered Office Address: 3 Executive Park Drive 9, Bedford, NH, 03110, USA

Registered Mailing Address: 3 Executive Park Drive 9, Bedford, NH, 03110, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#) [Address History](#) [View All Other Addresses](#) [Name History](#) [Shares](#)
[Businesses Linked to Registered Agent](#) [Return to Search](#) [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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NAME OF PARTICIPANT	Generation Sector	Transmission Sector	Supplier Sector	AR Sector	Publicly-Owned Entity Sector	End User Sector	Prov Memb Group Seat
<i>Stetson Holdings, LLC</i>							
<i>Blue Sky East, LLC</i>							
<i>Canandaigua Power Partners, LLC</i>							
<i>Evergreen Wind Power III, LLC</i>							
<i>MA Operating Holdings, LLC</i>							
<i>Mass Solar 1, LLC</i>							
<i>Niagara Wind Power, LLC</i>							
<i>Stetson Wind II, LLC</i>							
<i>Vermont Wind, LLC</i>							
Burlington Electric Department					1		
C.N. Brown Electricity, LLC			1				
Cape Light Compact JPE						1	
Cassadaga Wind LLC			1				
<i>RWE Clean Energy Asset Holdings, Inc.</i>							
<i>RWE Clean Energy Solutions, Inc.</i>							
<i>RWE Clean Energy Wholesale Services, Inc.</i>							
Castleton Commodities Merchant Trading LP			1				
<i>Castleton Commodities Energy Services LLC</i>							
<i>Castleton Commodities Energy Trading LLC</i>							
<i>Rensselaer Generating LLC</i>							
<i>Roseton Generating LLC</i>							
<i>Salem Harbor Power Development LP</i>							
Catalyst Power & Gas LLC			1				
Celtic Power Analytics LLC			1				
Centre Lane Trading Limited			1				
Chester Municipal Electric Light Department					1		
Chicopee Municipal Lighting Plant					1		
Citadel Energy Marketing LLC			1				
Citigroup Energy Inc.			1				
CleanChoice Energy, Inc.			1				
CLEAResult Consulting Inc.				1			
Clearview Electric Inc.			1				
Clearway Power Marketing LLC			1				
<i>GenConn Energy LLC</i>							
<i>Astral Infrastructure Holdings, LLC</i>							
<i>North East Offshore, LLC</i>							
Comity Inc.			1				
Command Power Corp.			1				
Competitive Energy Services, LLC			1				
Concord Municipal Light Plant					1		
<i>Energy New England LLC</i>							
Connecticut Central Energy, LLC			1				
Conn. Municipal Electric Energy Cooperative					1		
<i>Connecticut Transmission Municipal Electric Energy Cooperative d/b/a The Transmission Authority</i>							
Connecticut Office of Consumer Counsel						1	
Conservation Law Foundation						1	
Consolidated Edison Company of New York, Inc.			1				
<i>Con Edison Transmission, Inc.</i>							
Constellation Energy Generation, LLC			1				
<i>Constellation NewEnergy, Inc.</i>							
<i>West Medway II, LLC</i>							
CPV Towantic, LLC	1						
<i>CPV Spruce Mountain Wind, LLC</i>							
<i>CPV Valley, LLC</i>							
Cross-Sound Cable Company, LLC			1				
CWP Energy Inc.			1				
Danske Commodities US LLC			1				



579 Tenney Mountain Highway
Plymouth, NH 03264-3154
www.nhec.com
603-536-1800 / 800-698-2007

May 15, 2023

Via Electronic Mail

Rachel Mefford
Constellation NewEnergy, Inc.
1001 Louisiana Street Suite 2300
Houston, TX 77002
Rachel.Mefford@constellation.com

Re: Constellation NewEnergy, Inc. EDI Test

Dear Rachel:

This letter is to confirm that Constellation NewEnergy, Inc. and New Hampshire Electric Cooperative successfully completed electronic data interchange (“EDI”) testing for the standard billing option (i.e. separate billing) on August 3, 2022.

Supplier	Constellation NewEnergy, Inc.
Value Added Network Provider Name	OpenText
NHEC Billing Service	Standard
NHEC Billing Provider	CONST

If you have any questions, please do not hesitate to contact me at clarkj@nhec.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeremy Clark", with a horizontal line underneath.

Jeremy Clark
Financial Planning, Analysis, and Rates Manager



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Constellation New Energy
 Represented by: Paritosh Nagar

Issued by: Unitil Energy Systems
 Represented by: Maureen Cote, Supplier Services Analyst II

Date: May 1, 2023

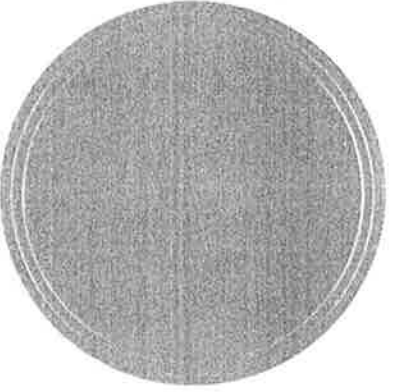
This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and Constellation New Energy. As of 10/31/2022, Unitil Energy Systems does hereby declare Constellation New Energy as a certified EDI trading partner capable of exchanging the following transactions:

810	Invoice
814	Change
814	Drop
814	Enrollment
814	Historical Usage Request
820	Payment Notification
867	Historical Usage
867	Monthly Usage
997	Functional Acknowledgement

Constellation New Energy has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. Constellation New Energy has also proven through detailed transaction testing its understanding of the business rules and EDI formats required for account maintenance, and billing (dual and LDC rate-ready consolidated) as described by the New Hampshire Public Utilities Commission and using V12 version 4010 standards.

maureen cote
 Signature
05/01/2023
 Date

Maureen Cote
 Supplier Services Analyst II
 Unitil Service Corp.
 6 Liberty Lane West
 Hampton, NH 03842-1720
 EL_SupplierServices@unitil.com



COPY

**Public Service Company of New Hampshire
(d/b/a) Eversource Energy
Certificate of Completion**

is hereby granted to:
**Constellation NewEnergy, Inc.
Commercial and Industrial**

to certify that they have completed to satisfaction

NH EDI Connectivity and Certification Testing

Granted: 04/04/17
Aaron Downing
Aaron Downing
Eversource Supplier Services



COMPLETION OF EDI TESTING

This is to certify that on November 23rd, 2022

Constellation New Energy

completed all of the requirements of New Hampshire
Code of Administrative Rules, Section PUC 2003.01(d).

A handwritten signature in black ink, appearing to read "M. Summerfield", is written over a horizontal line.

Mark Summerfield, Manager of Retail Choice
Liberty Utilities (Granite State Electric) Corp.
15 Buttrick Rd, Londonderry NH 03053

	CA	CT	DC	DE	IL	MA	MD	ME	MI	NH	NJ	NY	OH	OR	PA	RI	TX	VA	Total
Account Acquisition	0	0	0	0	3	0	2	0	0	0	0	2	0	0	0	0	0	0	7
Aggregation-related Issue	0	0	0	0	35	3	0	0	0	0	0	17	2	0	0	0	0	0	57
Billing Issue	0	0	0	0	0	0	4	0	0	0	0	1	2	0	3	0	13	0	23
Cancellation	0	0	0	0	1	0	5	0	0	0	2	1	2	0	0	0	3	0	14
Consumption Dispute	0	0	0	0	0	0	1	0	0	0	0	1	2	0	1	0	15	0	20
Disconnection/Reconnection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10	0	10
Early Termination Fee	0	2	0	0	3	2	0	0	0	0	0	0	1	0	2	0	2	0	12
Enrollment Issue	0	0	0	0	6	1	3	0	0	0	1	1	16	0	7	0	26	0	61
External Cancellation/ Reinstatement	0	1	0	0	3	1	0	0	0	0	1	0	3	0	13	0	5	0	27
Rate Issue/Plan Change	0	1	0	0	3	2	1	0	0	0	1	0	2	0	0	0	12	0	22
Renewal Issue	0	1	0	0	1	1	2	0	0	0	1	1	2	0	0	0	5	0	14
Utility Hardship Block	0	19	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	19
Utility Issue	0	4	0	0	0	2	1	0	1	0	0	2	1	0	4	0	21	0	36
Other	0	2	0	0	5	0	1	0	0	0	2	2	4	0	8	0	15	0	39
Grand Total	0	30	0	0	60	12	20	0	1	0	8	28	37	0	38	0	127	0	361

Attachment F

Page 1 of 1

- On December 10, 2014, the Connecticut Public Utilities Regulatory Authority initiated an Investigation of Constellation Energy Power Choice, Inc. (“CEPC”) (Dkt. No. 07-03-08RE03). The investigation was based on CEPC discovering and self-reporting to PURA that CEPC inadvertently failed to provide fixed-price expiration notices to certain customers. A final order was issued on September 23, 2015 accepting CEPC’s offer to make a \$40,000 payment to Operational Fuel.
- In 2022, the Public Utility Commission of Texas (“PUCT”) conducted an investigation of Constellation NewEnergy, Inc.’s (“CNE”) compliance with certain PUCT rules and regulations (Dkt. No. 55725). CNE and PUCT Staff reached an agreement to settle Findings of Violation arising from the PUCT’s investigation. In March 2024, the PUCT accepted PUCT Staff and CNE’s settlement agreement for CNE to pay an administrative penalty and bill assistance contribution. All penalties from this proceeding have been paid.
- On October 7, 2022, the California Public Utilities Commission (“CPUC”) issued a citation to CNE for late submission of the preliminary/adjusted load forecast to the California Energy Commission (“CEC”), although the forecast was filed on time with the CPUC. All penalties from this proceeding have been paid.
- Prior to February 1, 2022, CNE was a subsidiary of Exelon Corporation, a publicly traded company. Disclosed in Exelon’s SEC filings are (i) material litigation and regulatory proceedings, (ii) material indictments or pending criminal litigation in any federal, state, or local jurisdiction, and (iii) material investigations or charges brought by a governmental or regulatory authority or exchange/clearing organization for violation of its laws or rules, among other material matters. Exelon Corporation’s recent SEC filings are available at <https://investors.exeloncorp.com/sec-filings>. Effective February 1, 2022, Exelon’s regulated utility business and competitive generation business (Constellation’s business) have been separated, and CNE is now part of a new, publicly-traded company, Constellation Energy Corporation (“CEC”). CEC’s SEC filings are available at <https://investors.constellationenergy.com/financial-information/sec-filings>.



Monthly Invoice

ABC Customer-xxxxxxxxxx
123 ABC Street
DERRY, NH 03038-9420

Statement Date: 01/24/2025
Customer Number: xxxxx-x

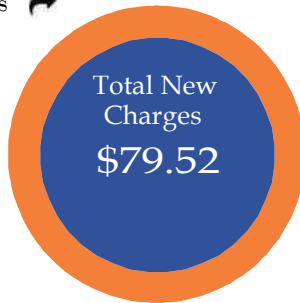
Total Amount Due by 02/14/2025 \$79.52

Rate Plan: Fixed Price Solutions
Account ID: xxxxxxxx
Utility Number: xxxxxxxxxxxxxxxx
Service Period: 12/19/2024 to 1/21/2025
Statement Number: 70072940401

Previous Balance: \$54.25
Payments Since Last Invoice: -\$54.25
Unpaid Balance: \$0.00
Late/Finance Charges: \$0.00
Credit/Adjustments: \$0.00
Total New Charges: \$79.52

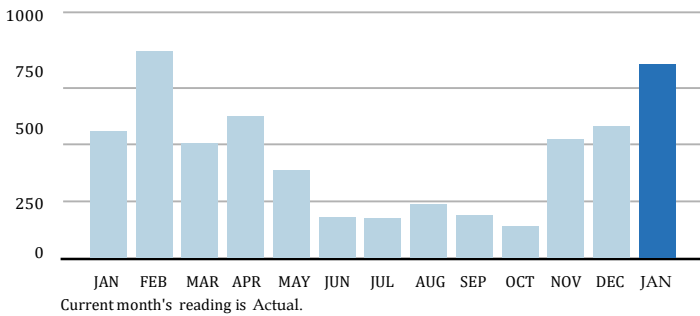
HOW WE CALCULATED YOUR BILL

See reverse side for detailed description of charges ↪



Contract Charges
\$79.52

CONSUMPTION HISTORY



MONTHLY USAGE

Current Month **856** kWh
▲ **53.0%** from last year

Last Month
584
kWh

Last Year
561
kWh

You can also pay your bill online - go to Energy Manager at <https://energymanager.constellation.com> to get started. It's fast, simple and secure. Detach stub and enclose with your payment in return envelope. Please write your statement number on your check. Thank you for your payment!

Statement Number 123456789
Customer Number: xxxxx-x



PO Box 4911
Houston, TX 77210-4911

ABC Customer
123 ABC Street
DERRY NH 03038

Total Amount Due by 02/14/2025 \$79.52

AMOUNT ENCLOSED \$

MAKE CHECKS PAYABLE TO:
CONSTELLATION NEWENERGY, INC.
PO BOX 4640
CAROL STREAM IL 60197-4640

HAVE A QUESTION OR EMERGENCY?

To Contact Your Local Utility
New Hampshire Electric Co-operative

Total Amount Due by 02/14/2025

\$79.52

For Customer Care Contact Constellation

Website <https://energymanager.constellation.com>

Email customercare@constellation.com

Phone 844-6ENERGY (844-636-3749)

Meter Number:	Previous Meter Read Date	Current Meter Read Date	USAGE
xxxxx	12/19/2024	01/21/2025	856.000

DETAILED CHARGES

Contract Charges	Quantity	Rate	Amount
Energy-Fixed Price	856.00 kWh	\$0.0929000/kWh	\$79.52
Subtotal Contract Charges			\$79.52
Total New Charges			\$79.52

Message Center

The Average Price you paid for electric service this month = \$0.093 per Kilowatt-hour

Thank you for your prompt payment. A finance charge of 1.5% per month may be assessed on all past due invoices.

Thank you for choosing Constellation as your electric supplier.

A customer has the right to file a complaint with the commission after the customer has attempted to resolve a dispute with their supplier. The toll free telephone number of the commission's consumer services division is 800-852-3793.

The metered usage shown, and used to calculate your invoice, is actual usage received from the utility for the period(s) billed.

To ensure timely application of your payment, please include your Statement Number on your payment remittance. Thank you for being a valued Constellation Customer!

Other Ways to Pay Your Bill



Energy Manager

Manage your account at:
<https://energymanager.constellation.com>



Phone

Call 844-6ENERGY
(844-636-3749)
for our 24/7
phone payment option



ACH/WIRE

CONSTELLATION NEWENERGY, INC.
ACH/WIRE: WELLS FARGO, ABA 121000248 /
ACCOUNT 4879656445
ACH/WIRE NOTIFICATION:
PAYMENTS@CONSTELLATION.COM

Total Amount Due by 02/14/2025

\$79.52

Adjustments: Any adjustments that were made to your account within the invoice period. Adjustments may be made for a variety of reasons, including special contract calculations, corrections to prior bills, or settlement of disputed charges.

Administration Fee or Service Charge: The fee or charge set forth for each account per billing cycle.

Ancillary Service Charges: Charges regarding ancillary services as set forth in the applicable Independent Service Operator (ISO) Open Access Transmission Tariff (OATT) and for other ISO costs not included in the definition of Capacity Costs, Energy Costs, and Transmission Costs. Generally, these costs are associated with ensuring the reliability of the electrical grid.

Capacity Charge: Charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Generally, these costs are associated with ensuring there is enough generating capacity available now and in the future to meet customer requirements.

Energy Charge - Non-Time of Use (TOU): Charge per kWh for electricity supplied for all hours of each day.

Kilowatt Hour (kWh): A measure of the quantity of electricity (energy) that you use.

Late Fees or Finance Charges: Additional charges assessed to accounts for late payment of invoices. Payment terms and charge calculations are specified in your contract.

Line Loss Charges: The cost associated with the loss of electricity as it travels over the transmission and distribution wires.

Locational Forward Reserves (LFR): Ancillary service administered by the ISO that facilitates the availability of generating units in the future to provide backup reserve service to ensure system reliability.

Reliability Must Run (RMR): Ancillary service administered by the ISO. Generation resources scheduled to operate out-of-merit order and identified by the ISO as necessary to preserve regional system reliability.

Renewable Portfolio Standards Cost (RPS): NewEnergy's cost of procuring renewable energy to comply with Renewable Portfolio Standards (RPS) requirements, usually established by individual states. Generally, these costs are associated with requirements to support generating units that produce power using renewable fuels such as water (hydro-electric) and solar.

Retail Service Charge: A contracted charge for supplying electricity to an account, based upon total kWh consumption per billing cycle.

Retail Trade Transaction (RTT): The fixed unit Price and Quantity for a specific commodity for a specific delivery point and pattern.

Transmission Service Charge: The charge for Network Transmission Service as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the Utility's service territory. Generally, these costs are associated with building and maintaining the electric transmission lines.

Disputed Invoices: Should you question any portion of your Constellation NewEnergy invoice, please call 844-6ENERGY (844-636-3749) Monday to Friday 8AM-6PM Eastern Time, email , or write to: Constellation NewEnergy, c/o Customer Care, PO Box 4911 Houston, TX 77210-4911. If you have a billing dispute that you are not able to resolve with Constellation NewEnergy you may file a complaint with the New Hampshire Public Utilities Commission (PUC). The PUC can be reached by phone at 800-852-3793 or you may visit their website at www.puc.state.nh.us.

Consumption Request: At least twice per year a customer has the right to request and receive actual consumption information for each billing period during the prior year or months in which Constellation provided service to the customer.

Environmental Disclosure: You may access the Environmental Disclosure information on our website:

<https://www.constellation.com/disclosures>

In the event of a service interruption or electric emergency, please contact your utility directly at:

New Hampshire Electric Co-operative

DISCLAIMER: General Understanding - This glossary is for informational purposes only. Please refer to your agreement with us for the defined terms that govern the contractual obligations applicable to us supplying you. Not all defined terms set forth above may be applicable to your agreement with Constellation NewEnergy.

GUARANTY AGREEMENT

This Guaranty Agreement (the “Guaranty”) is made by **Constellation Energy Generation, LLC** (formerly known as Exelon Generation Company, LLC) (“Guarantor”), a Pennsylvania limited liability company, in favor of the New Hampshire Public Utilities Commission (“Commission”).

WHEREAS, this Guaranty is required to meet the financial security requirements of competitive electric power suppliers such as Constellation pursuant to New Hampshire Code of Administrative Rules Chapter Puc 2000 Part Puc 2003.03 Section (a)(1)(c);

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. Guaranty.

- a. Guarantor hereby unconditionally and absolutely guarantees the punctual payment when-due of the payment obligations of its subsidiary, Constellation NewEnergy, Inc. (“Constellation”), to or as directed by the Commission pursuant to a Commission order or applicable law or rule (collectively, the “Guaranteed Obligations”); provided, however, that the total liability of Guarantor hereunder is limited to five hundred thousand dollars (**\$500,000.00**) (“Liability Cap”). Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only.

- b. By acceptance of this Guaranty, the Commission agrees that this Guaranty replaces, supersedes and renders null and void any prior guaranty provided to support Constellation’s guaranteed obligations to the Commission including, without limitation, the guaranty dated as of October 27, 2017 by Exelon Generation Company, LLC, Constellation’s former parent company.

2. Guaranty Absolute.

The obligations of the Guarantor hereunder are several from Constellation or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for the Commission, in order to enforce payment by Guarantor under this Guaranty, to show any proof of Constellation's default, to exhaust its remedies against Constellation, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or preferential, rescinded or must otherwise be returned, refunded or repaid by the Commission upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Constellation or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Constellation or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. **Waiver.** This is a guaranty of payment and not of collection. Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by the Commission in reliance hereon or in connection herewith;
- (b) notice of any increase, reduction or rearrangement of Constellation's obligations or any extension of time for the payment of any sums due and payable to the Commission;
- (c) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations; and
- (d) any requirement that suit be brought against, or any other action by the Commission be taken against, or any notice of default or other notice be given to, or any demand be made on Constellation or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

4. **Expenses.** Subject to the limit on Guarantor's liability hereunder set forth in Section 1, Guarantor agrees to pay on demand any and all out-of-pocket costs including reasonable legal fees and expenses, and other expenses incurred by the Commission in enforcing Guarantor's payment obligations under this Guaranty; provided that the Guarantor shall not be liable for any expenses of the Commission if it is not successful in such enforcement action.

5. **Subrogation.** Guarantor shall be subrogated to all rights of the Commission against Constellation in respect of any amounts paid by Guarantor pursuant to the Guaranty, provided that Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of the Commission against any collateral which the Commission now has or acquires, until all of the Guaranteed Obligations shall have been

irrevocably paid to the Commission in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Guaranteed Obligations in default shall not have been paid in full, such amount shall be held in trust for the benefit of the Commission and shall forthwith be paid to the Commission to be applied to the Guaranteed Obligations. If the Guarantor shall make payment to the Commission of all or any part of the Guaranteed Obligations, the Commission shall, at the Guarantor's request, execute and deliver to the Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Guarantor of any interest in the Guaranteed Obligations resulting from such payment by Guarantor.

6. Reservation of Defenses. Guarantor agrees that, except as expressly set forth herein, it will remain bound under this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a guaranty. Guarantor does reserve the right to assert defenses which Constellation may have to payment of any Guaranteed Obligation, other than defenses arising from the bankruptcy or insolvency of Constellation and other defenses expressly waived hereby.

7. Notices. All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other party, and (b) be effective upon receipt, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, facsimile, electronic mail or personally delivered. Notices shall be sent to the following addresses:

If to the Commission:

New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429
Fax: (603) 271-3878

with a copy to:

New Hampshire Department of Energy
Attn: General Counsel
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429

If to Guarantor:

Constellation Energy Generation, LLC
200 Exelon Way
Kennett Square, PA 19348
Attention: Treasury Department
Fax: 443-213-3264

with a copy to:

Constellation Energy Generation, LLC
1310 Point Street, 12th Floor
Baltimore, MD 21231
Attn: Credit Department
Phone: 410-470-5200
Fax: 410-468-3828

Email: CreditWholesale@constellation.com

8. Demand and Payment. Any demand by the Commission for payment hereunder shall be in writing, signed by a duly authorized representative of the Commission and delivered to the Guarantor pursuant to Section 7 hereof, and shall (a) reference this Guaranty, (b) specifically identify Constellation, the nature of the default, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.

9. No Waiver; Remedies. Except as to applicable statutes of limitation, no failure on the part of the Commission to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

10. Term; Termination. This Guaranty shall have an initial term of no less than twelve (12) months from the execution date below and thereafter may be terminated at any time by the Guarantor by providing at least sixty (60) days' prior written notice to the Commission; provided, however, that in no event shall it be revocable as to any Guaranteed Obligations incurred on or prior to the date of such termination, subject to the provisions of this Guaranty. Notwithstanding anything to the contrary, the Guaranteed Obligations shall survive for a period of six (6) months from the termination date for the Commission to make any claims, draws, or demands under or on this Guaranty.

11. Assignment; Successors and Assigns. Guarantor may assign its obligations hereunder only with the prior written consent of the Commission, which consent shall not be unreasonably withheld. Subject to the foregoing, this Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives.

12. Amendments, Etc. A written amendment executed by the Guarantor only may increase the guaranty limit specified in Section 1. No other amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and the Commission. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor

therefrom shall in any event be effective unless such waiver shall be in writing and signed by the Commission. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

13. Captions. The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

14. Representation and Warranties.

The Guarantor represents and warrants as follows:

- (a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has full corporate power to execute, deliver and perform this Guaranty.
- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary limited liability company action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
- (c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the Commission's rights and to general equity principles.

15. Limitation by Law. All rights, remedies and powers provided in this Guaranty may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid or unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

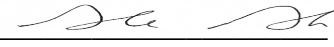
16. Entire Agreement. This Guaranty accurately and completely embodies and constitutes the entire agreement between Guarantor and the Commission as to the subject matter hereof and supersedes all prior agreements and understandings related to the subject matter hereof. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THIS GUARANTY REPRESENTS THE FINAL AGREEMENT BETWEEN GUARANTOR AND THE COMMISSION AS TO THE SUBJECT MATTER HEREOF AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS AND THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN GUARANTOR AND THE COMMISSION.

17. GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW HAMPSHIRE AND APPLICABLE FEDERAL LAW.

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IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this day of , 20 .

Guarantor: Constellation Energy Generation, LLC

By: 

Name: Shane Smith

Title: Treasurer