



August 17, 2022

**VIA ELECTRONIC MAIL AND FEDEX**

Debra A. Howland  
Executive Director  
New Hampshire PUC  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429

Re: DM 17-125, License Renewal Application of North American Power and Gas, LLC

Dear Director Howland:

North American Power and Gas, LLC ("NAPG") respectfully submits its renewal application for its Competitive Electric Supplier License.

If you have any questions regarding this filing, please contact me at (619) 684-8200 or at [bryan.white@calpinesolutions.com](mailto:bryan.white@calpinesolutions.com).

Sincerely,

A handwritten signature in blue ink that reads "Bryan L. White".

Bryan White  
Senior Regulatory Compliance Analyst

Enclosures



### 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	North American Power and Gas, LLC
	Trade Name (d/b/a) (if applicable)	N/A
Puc 2006.01(b)	Business Mailing Address	1500 Rankin Rd. Suite 200 Houston, TX 77073
	Telephone Number	877-572-0442
	E-Mail Address	customercare@napower.com
	Website Address	http://www.napower.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	DE
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) <sup>1</sup> if it is anything other than an individual. Use additional sheets as needed.	
	Name	Please see Attachment 1
	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	

<sup>1</sup> "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.



<b>Affiliates and Subsidiaries</b>		
Puc 2006.01(e)	Provide the following information regarding any affiliates <sup>2</sup> and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.	
	Name of Entity	CALPINE ENERGY SOLUTIONS, LLC
	Business Address	401 West A Street, Suite 500
		San Diego, CA 92101
	Telephone Number	877-273-6772
	Provide a description of the business purpose of the entity. ELECTRICITY PROVIDER	
	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	CHAMPION ENERGY SERVICES, LLC
	Business Address	1500 Rankin Rd, Suite 200
		Houston, TX 77073
Telephone Number	844-856-9382	
Provide a description of the business purpose of the entity. ELECTRICITY PROVIDER		
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.		

<sup>2</sup> "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	Alon Erlichman
	Title	Vice President
	Toll-Free Telephone Number (if available)	888-313-9086
	Telephone Number	- -
	E-Mail Address	customercare@napower.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Alon Erlichman
	Title	Vice President
	Business Mailing Address	1500 Rankin Rd, Suite 200
		Houston, TX 77073
	Telephone Number	888-313-9086
E-Mail Address	customercare@napower.com	

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Kevin Goldeberg
	Title	Counsel
	Business Mailing Address	1500 Rankin Rd, Suite 200
		Houston, TX 77073
	Telephone Number	713-373-3498
E-Mail Address	kevin.goldberg@calpine.com	

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Shadre Carrington
	Title	Regulatory Affairs Analyst
	Business Mailing Address	1500 Rankin Rd, Suite 200
		Houston, TX 77073
	Telephone Number	281-653-0183
E-Mail Address	shadre.carrington@champion.energy	



<b>Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification</b>	
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.

<b>Franchise Areas, Customer Types to be Served, and Other States</b>	
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, UNITIL</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>NAPG CURRENTLY SERVES RESIDENTIAL, SMALL, AND LARGE 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>CT, IL, MD, ME, NH, NJ, NY, OH, PA, RI, TX</p>



<b>Customer Complaints</b>	
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.</p>

		(enter applicable states/jurisdictions in row just below)												
		TX												
Complaint Type												Total		
FAILURE TO EXPLAIN RISKS OF ENERGY PRICED AT INDEX		1												1
														0
														0
														0
														0
														0
														0
														0
														0
														0
														0
														0
														0
<b>Total</b>		1	0	0	0	0	0	0	0	0	0	0	0	1



<b>Statements Regarding Applicant and its Principals</b>		
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?	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.  PLEASE SEE INFORMATION ON THE SETTLEMENT WITH THE CT PURA FOLLOWING THE FEBRUARY 2013 INVESTIGATION REFERENCED IN THE PRIOR RENEWAL.	

<b>Telemarketing</b>		
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?	YES
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

<b>In-Person Solicitation of Residential Customers</b>		
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.	

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.	CURRENTLY ACTIVE _____ 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>_____ Signature of the applicant or its authorized representative</p> <p>Name: DRAKE WELCH</p> <p>Title: SENIOR VICE PRESIDENT</p>	<p>AUGUST 17, 2022</p> <p>_____ Date</p>

Filing Instructions		
	<p>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</p> <p>2) E-mail a PDF of this form and all separate attachments to:  <a href="mailto:Executive.Director@puc.nh.gov">Executive.Director@puc.nh.gov</a></p>	



## OFFICER LIST - ATTACHMENT 1

Name	Title	Address
Wood, James M.	Vice President	401 West A Street, Suite 500 San Diego, CA 92101
Rauf, Zamir	Chief Financial Officer	717 Texas Avenue, Suite 1000 Houston, TX 77002
Sullivan, Michael S.	President	717 Texas Avenue, Suite 1000 Houston, TX 77002
Fallmer, Sean G.	Senior Vice President, Pricing and Structuring	401 West A Street, Suite 500 San Diego, CA 92101
Kimzey, Bryan	Vice President	717 Texas Avenue, Suite 1000 Houston, TX 77002
Stephenson, Caleb	Vice President	717 Texas Avenue, Suite 1000 Houston, TX 77002
Malik, Kaiser	Asst. Secretary	717 Texas Avenue, Suite 1000 Houston, TX 77002
Novotny, Andrew	Vice President	717 Texas Avenue, Suite 1000 Houston, TX 77002
Miller, W. Thaddeus	Corporate Secretary	717 Texas Avenue, Suite 1000 Houston, TX 77002
Huber, Jeffrey	Vice President	401 West A Street, Suite 500 San Diego, CA 92101
Piper, Katherine	Assistant Corporate Secretary	717 Texas Avenue, Suite 1000 Houston, TX 77002
Welch, Drake A.	Senior Vice President	401 West A Street, Suite 500 San Diego, CA 92101

(/online/Home/)  Back to Home (/online)

## Business Information

### Business Details

Business Name:	NORTH AMERICAN POWER AND GAS DELAWARE	Business ID:	670761
Business Type:	Foreign Limited Liability Company	Business Status:	Good Standing
Business Creation Date:	05/14/2012	Name in State of	NORTH AMERICAN POWER AND Formation: GAS, LLC
Date of Formation in Jurisdiction:	05/14/2012		
Principal Office Address:	20 Glover Avenue, Norwalk, CT, 06850, USA	Mailing Address:	20 Glover Avenue, Norwalk, CT, 06850, USA
Citizenship / State of Formation:	Foreign/Delaware		
		Last Annual Report Year:	2022
		Next Report Year:	2023
Duration:	Perpetual		
Business Email:	lindade@calpine.com	Phone #:	NONE
Notification Email:	lindade@calpine.com	Fiscal Year End Date:	NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / Electric supply company.	

Page 1 of 1, records 1 to 1 of 1

## Principals Information

### Name/Title

North American Power and Gas Services, LLC / Member

### Business Address

20 Glover Ave., Norwalk, CT, 06851, USA

Page 1 of 1, records 1 to 1 of 1

## Registered Agent Information

Name: CORPORATION SERVICE COMPANY

Registered Office Address: 10 Ferry Street S313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street S313, Concord, NH, 03301, USA

## Trade Name Information

Business Name	Business ID	Business Status
North American Power and Gas Delaware (/online/BusinessInquire/TradeNameInformation? businessID=508380)	670760	Expired

## Trade Name Owned By

Name	Title	Address
------	-------	---------

## Trademark Information

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

[Filing History](#)  
 [Address History](#)  
 [View All Other Addresses](#)  
 [Name History](#)  
 [Shares](#)  
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NEPOOL Participants  
Alpha by Voting Member  
Related Persons indented beneath

NAME OF PARTICIPANT	Generation Sector	Transmission Sector	Supplier Sector	AR Sector	Publicly-Owned Entity Sector	End User Sector	Prov Memb Group Seat
DTE Energy Trading, Inc.			1				
Durgin and Crowell Lumber Company, Inc. (L)						1	
Dynasty Power Inc.			1				
Dynegy Marketing and Trade, LLC			1				
Ebsen LLC			1				
<i>Umber LLC</i>							
ECP Companies							
Calpine Energy Services, LP			1				
<i>Calpine Energy Solutions, LLC</i>							
<i>Champion Energy Marketing, LLC</i>							
<i>North American Power and Gas, LLC</i>							
<i>Accelerate Renewables, LLC</i>							
EDF Trading North America, LLC			1				
<i>EDF Energy Services, LLC</i>							
eKapital Investments LLC			1				
Elektrisola, Inc. (L)						1	
Eligo Energy, LLC			1				
Emera Energy Services Subsidiary No. 15 LLC			1				
<i>Emera Energy Services Subsidiary No. 1 LLC</i>							
<i>Emera Energy Services Subsidiary No. 2 LLC</i>							
<i>Emera Energy Services Subsidiary No. 3 LLC</i>							
<i>Emera Energy Services Subsidiary No. 4 LLC</i>							
<i>Emera Energy Services Subsidiary No. 6 LLC</i>							
<i>Emera Energy Services Subsidiary No. 12 LLC</i>							
<i>Bear Swamp Power Company LLC</i>							
<i>NS Power Energy Marketing Incorporated</i>							
Enel X North America, Inc. (LR Sub-Sector)				1			
<i>Enel Trading North America, LLC</i>							
<i>Woods Hill Solar, LLC</i>							
Energy Harbor LLC			1				
Energy Storage Resources, LLC				1			
Engelhart CTP (US) LLC			1				
ENGIE Energy Marketing NA, Inc.				1			
<i>ENGIE Resources LLC</i>							
<i>Genbright, LLC</i>							
<i>MATEP LLC</i>							
EnPowered USA Inc.			1				
Environmental Defense Fund						1	
ETC Endure Energy, L.L.C.			1				
Eversource Energy Service Company		1					
<i>Connecticut Light and Power Company, The</i>							
<i>NSTAR Electric Company</i>							
<i>Public Service Company of New Hampshire</i>							
<i>Eversource Energy Transmission Ventures, Inc. (Prov)</i>							
<i>BSW ProjectCo LLC</i>							
<i>North East Offshore, LLC</i>							
First Point Power, LLC			1				
FirstLight Power Management LLC	1						
Freepoint Commodities LLC			1				
Galt Power Inc.			1				
Garland Manufacturing Company (S)						1	
<i>Garland Power Company</i>							
GBE Power Inc.			1				
<b>Generation Group Member</b>	1						
Berlin Station, LLC							
<i>CS Berlin Ops, Inc.</i>							
<i>Paper Birch Energy, LLC</i>							
Blackstone Hydro, Inc.							
Bridgewater Power Company, L.P.							
Brown Bear II Hydro, Inc.							
Energy Management Inc.							
Kendall Green Energy LLC							



**Liberty Utilities™**

# COMPLETION OF EDI TESTING

This is to certify that on JUNE 25<sup>th</sup>, 2014

North American Power and Gas, LLC

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 "Deborah M. Gilbertson".

Deborah M. Gilbertson, Manager of Retail Choice

Liberty Utilities (Granite State Electric) Corp.

15 Buttrick Rd, Londonderry NH 03053

**Public Service of New Hampshire  
Certificate of Completion**

*is hereby granted to:*

**North American Power & Gas, LLC**

*to certify that they have completed to satisfaction*

**NH Supplier Training**



*Granted: 07/18/12*

*Aaron Downing*  
Aaron Downing  
PSNH Supplier Services

# nationalgrid

175 East Old Country Road, Hicksville, New York 11801

July 3, 2013

New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2420

To Whom It May Concern:

This letter is in regard to **North American Power and Gas, LLC** an Energy Service Company (ESCO).

**North American Power and Gas, LLC** has successfully completed all necessary EDI requirements and technical specifications to conduct business with National Grid. **North American Power and Gas, LLC** has been authorized and can conduct business within the National Grid (Granite State Electric) New Hampshire region effective July 3, 2013. **North American Power and Gas, LLC** currently utilizes Energy Services Group, Inc. as their EDI provider.

Regards,

**Sergio Smilley**  
Senior Analyst  
Supplier Services/Customer Choice  
175 East Old Country Road  
East Bldg. Ground Floor  
Hicksville, NY 11801  
Off: 516-545-2468  
Fax: 516-545-3250



**Electronic Data Interchange (EDI) Certification**

***Unitil Energy Systems (UES)***

Issued to: North American Power, LLC  
Represented by: Chris Sattler

Issued by: Unitil Energy Systems  
Represented by: Joel Andruski, Associate Energy Analyst

Date: August 23, 2013

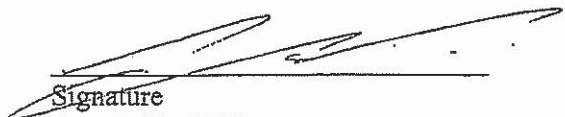
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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and North American Power, LLC. As of August 23, 2013, Unitil Energy Systems does hereby declare North American Power, LLC as a certified 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

North American Power, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. North American Power, LLC 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.

---

  
Signature  
August 23, 2013  
Date

Joel Andruski  
Associate Energy Analyst  
Unitil Service Corp.  
6 Liberty Lane West  
Hampton, NH 03842-1720  
EL\_supplierservices@unitil.com



# CERTIFICATE OF COMPLETION

This is to certify that a Representative of

**North American Power, LLC**

has successfully completed the

**EDI TESTING**

Given this *20th* Day of *August, 2013*

Unitil Fitchburg Gas & Electric - MA

Host Utility Coordinator



North American Power & Gas  
 20 Glover Ave  
 Norwalk, CT 06850  
 napower.com

**August 02, 2022**

Amount Due: **\$6.88**  
 Due Date: **August 26, 2022**

The electricity supply charge on this invoice had been billed to you on a consolidated invoice by your utility. The cost of the electricity provided by North American Power (NAP) for your account remains outstanding and payable to NAP. Your payments of these charges are past due and must be paid upon receipt. Failure to do so may result in late charges and having your account referred to a Collection Agency which may affect your credit score.



000052/000028/000103 000 02 VC1FFU  
 JASON ORANGE  
 123 FIRST CT  
 NASHUA NH 03064-0000

**ACCOUNT SUMMARY**

Customer: **JASON ORANGE**  
 Service Address: **123 FIRST CT**  
 Account Number: **1212121**

**Contact Information**

**Summary of Charges**

Previous Balance	\$0.00
Payments Received	\$0.00
Current Charges	\$6.88
<b>Amount Due on August 26, 2022</b>	<b>\$6.88</b>

**Payment and Billing Options**

*Payment Options*

**Phone** - 1-800-807-0281  
**Mail** - Detach and return the lower section of this bill.

Please detach and return in the enclosed envelope with payment

TRA1-D-000028/000103 VC1FFU S1-ET-M1-C00001 1



North American Power & Gas  
 20 Glover Ave  
 Norwalk, CT 06850  
 napower.com

Amount Due: **\$6.88** Account Number: **1212121**  
 Due Date: **August 26, 2022**

**Amount Enclosed**

\$

Check here and see reverse for address correction.

Please make check payable to North American Power and remit to:



000052/000028/000103 000 02 VC1FFU  
 JASON ORANGE  
 123 FIRST CT  
 NASHUA NH 03064-0000

NORTH AMERICAN POWER  
 PO BOX 9001004  
 LOUISVILLE KY 40290-1004

0000000001212689902221400174200042000000068800000006885

---

## Address Change

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (Day) \_\_\_\_\_

(Evening) \_\_\_\_\_

Email \_\_\_\_\_



# Hello, and welcome to North American Power!

August 11, 2022



Dear [REDACTED],

**Thank you for choosing us!** We look forward to helping make it easier for you to better manage your energy costs.

**There's nothing more you need to do.** Once your enrollment request has been accepted by your utility, which should only take a few days, we'll send you a confirmation email that includes your service start date with us. Details on the terms of your new plan are included within the enclosed documents. As required by the state of New Hampshire, you will receive another welcome letter from us within the next several days, once your rescission period has passed.

**Your satisfaction is important to us.** If you have any questions about your new account with us, we're here to help you answer them. Just give us a call at **888.313.9086**, or email us at **CustomerCare@napower.com**.

Thanks again for choosing North American Power. We greatly appreciate the opportunity to serve you.

With appreciation,

The North American Power Team

## YOUR PLAN

Fixed Rate

**16.99¢/kWh**

16 months

**North American  
Power ID#:**

1135089

**REST EASY** knowing we'll contact you **BEFORE** your rate is up for renewal, so you can choose a new fixed rate that's right for you. Your satisfaction is important to us.

**North American Power and Gas, LLC (“NAP”) TERMS OF SERVICE (The “Agreement”)  
Disclosure Summary Form – FIXED-Standard Product  
Residential Customers and Small Commercial Customers**

<b>Product Name</b>	Fixed Price Standard Product
<b>Length of the Agreement</b>	The Fixed Price Period of this Agreement will begin on the Start Date as determined by your Local Utility, and will end after 16 months of service with NAP; thereafter, unless otherwise agreed, the Agreement will automatically continue under a month-to-month Variable Rate until cancelled by you or NAP in accordance with the terms of this Agreement. This Agreement shall begin on the on the date your electricity supply is switched to NAP by your Local Utility, after the end of any Rescission Period (as described in the terms of service).
<b>Fixed Per kWh Price</b>	The Fixed Price is 16.99 cents per kWh. This Fixed Price applies to all electricity supplied during the Fixed Price Period and does not vary based on usage amount. This Fixed Price excludes all other costs, including, but not limited to, charges related to delivery of electricity, the price of transmission and distribution, the system benefits fund, stranded cost recovery charge, any utility-related charges and taxes.
<b>Variable Price Components</b>	Upon completion of the Fixed Price Period, unless otherwise agreed, the price charged for electricity under this Agreement will be a month-to-month Variable Rate. The Variable Rate will be determined by NAP for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by NAP to procure energy to serve your account, transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations.
<b>Charges</b>	Approximately each month your supply charges for electricity supplied by NAP, excluding noted charges and taxes, will be calculated by multiplying the price of electricity by the amount of electricity used in the billing cycle.
<b>Environmental Characteristics</b>	Meets Statutory Requirements. Please see Environmental Disclosure Label for details.
<b>Early Termination Fee</b>	If you wish to terminate this Agreement during the Fixed Price Period after the applicable Rescission Period, NAP will have the right to charge you an early termination fee of \$10.00 per month for each month remaining in the Fixed Price Period. There are no early termination or cancellation fees for Customers on Variable Rates or contracts with Fixed Price Periods of 3 or fewer months.
<b>Late Payment Fee</b>	Yes. Late payment fees will be determined by your Local Utility in accordance with its policies under consolidated billing. However, if NAP invoices you for any unpaid supply charges that have not been paid pursuant to the Local Utility consolidated billing process and are no longer being billed to you by the Local Utility, you will pay each invoice in full within 20 calendar days of the invoice date or be subject to a late payment charge of 1.5% per month.
<b>Renewal Terms</b>	Upon completion of the Fixed Price Period, unless otherwise agreed, this Agreement will automatically continue on a month-to-month basis at NAP’s then-current Variable Rate until it is cancelled by either you or NAP in accordance with the terms of this Agreement. NAP will provide you with a renewal notification at least 45 days prior to the expiration of any Fixed Price Period. Unless you terminate or transfers service within 20 days of such notice, your electricity supply with NAP will continue as described.

**THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMER'S LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.**

**New Hampshire Service Area Terms of Service**

The following is your Terms of Service Agreement **with North American Power and Gas, LLC (“NAP” and/or “North American Power”)**. This Agreement, any Disclosure Label and Contract Summary Disclosure Statement, together, your Welcome Package (collectively, the “Agreement”) (i) describes your and NAP’s responsibilities and, among other things, contains an arbitration clause and class action waiver that waives each of your and NAP’s rights to sue in court (other than individual action in small claims court), to trial by jury, and to participate in a class action; and (ii) comprises your entire agreement with North American Power, and supersedes any oral or written statements made in connection with this Agreement or your electricity supply. This Agreement authorizes North American Power to change your electric supplier with your Local Utility (each “Local Utility” being Eversource Energy, National Grid or Unitil) and, by executing, approving and/or not rescinding this Agreement, you agree to be bound without limitation, qualification or change and to abide by the terms of this Agreement. In this Agreement, the words “we,” “us,” and “our” refer to North American Power, and the words “you” and “your” refer to Customer. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.

**1. Service.** You will begin receiving electricity at the time of the first scheduled meter reading by your Local Utility, unless your Local Utility establishes a different effective date (“Start Date”). NAP shall supply your electricity pursuant to this Agreement during the term of this Agreement. By executing, approving and/or not rescinding this Agreement under NAP’s terms, you agree to initiate service and begin enrollment.

**2. Term; Renewal.** If your electricity supply service is provided at a Fixed Price, the price of electricity under this Agreement shall be fixed for the Fixed Price Period stated on the Contract Summary Disclosure Statement included with this Agreement. The Fixed Price Period shall commence on the Start Date. At the expiration of the Fixed Price Period, this Agreement will automatically continue on a month-to-month basis on the same terms except that the price each month will be NAP’s then-current Variable Rate. NAP will provide you with a renewal notification at least 45 days and no more than 60 days prior to the expiration of any Fixed Price Period (“Renewal Notice”). In the Renewal Notice, NAP will remind you of the existing Fixed Price Period expiration date and will provide information regarding your options to renew or continue on another NAP product. Unless you select another NAP product, terminate or transfers service within 20 days of such

notice, your electricity supply with NAP will continue as described herein. If NAP materially changes its terms and conditions other than variable pricing, NAP will notify you of any such change and its effective date. You will have 3 business days from receipt of the first billing statement following such effective date to reject the new terms and conditions and cancel this Agreement (this period is extended to 5 business days following postmarked date when delivered by U.S. Mail).

If your electricity supply service is provided at a Variable Rate, your energy will be supplied on a month-to-month basis at the then-current Variable Rate, and either party will have the right to cancel at any, subject to any applicable early termination fee.

**3. Price.** If your electricity supply service is provided at a Fixed Price, NAP’s price for all electricity sold under this Agreement shall be fixed for the Fixed Price Period as described above in Section 2. This Fixed Price applies to all electricity supplied by NAP during the Fixed Price Period and does not vary based on usage amount. This Fixed Price excludes all other costs, including, but not limited to, charges related to delivery of electricity, the price of transmission and distribution, the system benefits fund, stranded cost recovery charge, any utility-related charges and taxes, which will be billed by Customer’s Local Utility. Upon completion of the Fixed Price Period, unless otherwise agreed, the price charged for electricity under this Agreement will be a month-to-month Variable Rate. The Variable Rate will be determined by NAP for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by NAP to procure energy to serve your account, transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations. The customer may not know the monthly Variable Rate until the monthly bills are issued by the Local Utility. There is no cap or limit on your Variable Rate from one billing cycle to the next.

**4. Rescission** You have the right to rescind this Agreement without fees or penalties of any kind in accordance with each of the options outlined below, (each, as applicable, the “Rescission Period”). You should contact NAP at its contact information listed in Section 14 of the Agreement to exercise this right of rescission:

- i. within 5 business days from the date of electronic delivery of this Agreement and Welcome Letter,
- ii. within 6 business days from the postmarked date when this Agreement and Welcome Letter is delivered via the U.S. mail
- iii. within 10 business days from the date of electronic delivery if the customer was enrolled through an in-

person solicitation at Customer's residence; or

- iv. within 11 business days from the postmarked date when this Agreement is delivered via the U.S. Mail if the customer was enrolled through an in-person solicitation at Customer's residence.

**5. Agency.** You hereby appoint NAP as agent for the purposes of acquiring the supplies necessary to meet your electricity needs and arranging to deliver electricity to you.

**6. Title.** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be at the New England power grid (ISO New England North American Power load bus), and shall constitute the point at which the sale occurs and title passes from NAP to you.

**7. Measurement.** The measurement in kilowatt hours of the quantity of electricity delivered under this Agreement shall be determined by the meter readings performed by the Local Utility.

**8. Billing and Payment.** Approximately each month your bill for electricity supplied by NAP, not including the Local Utility's charges for transmitting and delivering the electricity over the Local Utility system, will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle, based on the meter readings performed by the Local Utility, which shall be solely responsible for the accuracy of such meter readings. For each account, you will receive one monthly consolidated bill from the Local Utility with its charges and NAP's charges. The Local Utility will set your payment due date and provide the payment address. You will continue to pay the bill following the Local Utility's billing and payment policies. Your payments remitted in response to a consolidated bill shall, to the extent required, be pro-rated in accordance with procedures adopted by the New Hampshire Public Utilities Commission (the "PUC"). If NAP invoices you for any unpaid supply charges that have not been paid pursuant to the Local Utility consolidated billing process and are no longer being billed to you by the Local Utility, you will pay each invoice in full within 20 calendar days of the invoice date or be subject to a late payment charge of 1.5% per month. For invoices provided by NAP, you acknowledge that NAP's ability to invoice you is dependent on the Local Utility furnishing to NAP all necessary information to comply with PUC rule 2004.06, and that the Local Utility is solely responsible for the accuracy of such information. In the absence of such information, NAP shall have the right to invoice you based on estimated or historical meter readings or other estimated information, calculated in a commercially reasonable manner and subject to later revision based on receipt of actual information. Any resulting adjustments will be reflected as a debit or credit on your subsequent invoice after actual usage information has been determined. Each invoice sent to you shall also be subject to

adjustment for errors in arithmetic, computation, meter readings or other errors for a period of time for which the error is being re-billed, or for a period of 3 months following such time the Local Utility may be permitted under law to make such an adjustment, whichever is longer. In the event you fail to provide payment when due for any electricity supplied under this Agreement, NAP shall have the right to terminate commodity service by providing at least 10 business days' prior written notice to you, at which time you may switch to another competitive electric power supplier or the Local Utility. A \$25 fee will be charged for all returned payments.

**9. Social Service Agencies and Programs.** For residential customers information, regarding social service agencies can be found by contacting your local Community Action Agency ("CAA") by either calling the PUC at 1.800.852.3793 or visiting the PUC's website at: <http://www.puc.state.nh.us/Consumer/electricassistanceprogram.htm> to obtain information based on the County in which your account is located. Additional information regarding the Electric Assistance Program and other assistance programs, including Low Income Heating Assistance Program, Neighbor Helping Neighbor and Project Care, can be found on the Office of Consumer Advocate's Assistance Program page located at: <http://www.oca.nh.gov/assitanceprograms.html>.

**10. Cancellation by Customer.** Subject to any applicable early termination fee, You may terminate this Agreement at any time with no advance notice. Customer may terminate this Agreement by notifying NAP, contracting with another Supplier, contracting with an aggregator granted agency authority, or contacting the Local Utility to select utility default service. The termination will not become effective until your Local Utility successfully switches you to the new service provider of your choice. Until that occurs, your obligations under this Agreement remain in full force and effect. **If your Fixed Price Period is 4 or more months, and you terminate this Agreement prior to the expiration date of the Fixed Price Period, NAP will have the right to charge you an early termination fee of \$10.00 per month for each month remaining in the Fixed Price Period. You may terminate this Agreement at any time while on a month-to-month Variable Rate or during a Fixed Price Period of 3 or fewer months without paying an early termination or cancellation fee.** You may provide written notice of termination at NAP's address listed in Section 14 or call NAP at 1-888-313-9086 or email NAP at [customer@napower.com](mailto:customer@napower.com). You will be responsible for all of NAP's charges related to service during the period that you are returning to the Local Utility or selecting another supplier.

**11. Cancellation by North American Power.** NAP may cancel or terminate the Agreement at any time, without penalty, by notifying you in writing no less than 10 business days prior to the termination. Termination becomes effective upon the processing of NAP's cancellation request by the Local Utility but not earlier than your next meter read date that falls not less than 10 business days after issuing the notice. You will be obligated to pay for the electricity supply service provided by NAP pursuant to the Agreement prior to the date that such cancellation becomes effective, including any applicable Local Utility late fees, fees or charges. Should NAP terminate the Agreement, you will be returned to your Local Utility's default electricity supply service unless you choose another competitive energy supplier.

**12. Acceptance and Amendments.** North American Power may amend the terms of this Agreement (other than price) at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least 30 days prior to the effective date thereof.

**13. Emergency Service Contacts.** In the event of an electric power outage or other emergency, you should use the following toll-free numbers to directly contact your Local Utility:

Liberty Utilities (formerly Granite State Electric Co.)	1-800-375-7413
Eversource Energy	1-800-662-7764
Unitil Energy Systems, Inc.	1-800-852-3339

**14. Customer Complaints And Dispute Resolution.** In the event of a billing dispute or a disagreement involving NAP's service hereunder, the parties will use their best efforts to resolve the dispute. You should contact NAP by telephone at 1-888-313-9086 or email at [customercare@napower.com](mailto:customercare@napower.com). You may also contact NAP by mail at 1500 Rankin Road, Ste. 200, Houston, TX 77073 ("NAP Address"). A dispute or complaint relating to a residential or small commercial customer may be submitted by either party at any time to the PUC pursuant to its Complaint Handling Rules and Procedures ("Procedures") by calling the PUC at 1.800.852.3793 or by writing to the PUC at: New Hampshire Public Utilities Commission, Consumer Services and External Affairs, 21 South Fruit Street, Suite 10, Concord NH 03301-2429 ("PUC Address"), or through its website at: <http://www.puc.state.nh.us>. Upon the filing of any complaint, NAP and/or the PUC Division ("Division") is authorized to investigate, and NAP is required to provide the Division with relevant information to assist with its investigation. If a dispute remains unresolved, the Division shall request a hearing before the Commission for any such resolution. You must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

**ALL CLAIMS OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT THAT ARE NOT RESOLVED THROUGH THIS PROCESS WILL BE HANDLED PURSUANT TO THE BINDING ARBITRATION; CLASS ACTION WAIVER PROVISION BELOW.**

**15. Binding Arbitration; Class Action Waiver.** In the unlikely event that you have any complaint or other dispute that is not resolved by NAP or the PUC to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

**YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND NAP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).**

A. Scope. The term "dispute" includes any claim or controversy between you and us concerning or related to your Agreement with us and the electricity or gas supply you receive from us under that Agreement, under any legal theory including contract, warranty, tort, statute or regulation. This includes any dispute concerning arbitrability or the existence, scope, validity, construction or enforceability of this Agreement; such disputes shall be resolved by the arbitrator and you and NAP each waive the right to have these matters resolved by any court, including by a jury trial. Notwithstanding the arbitrator's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the arbitrator has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

B. Notice of Dispute. If you have a dispute that has not been resolved by NAP or the PUC, send a Notice of Dispute by U.S. Mail to NAP at the NAP Contact Information below with your name, address, contact information, summary of the dispute, and how you would like the dispute resolved. We will do the same with you. If we have not resolved the dispute within 60 days after that notice is sent, either of us may start an arbitration.



C. Small Claims Court Option. As an alternative to arbitration, you may bring an individual case in your county of residence or where you do business, or Fairfield County, CT, if you meet the court's requirements, so long as it remains an individual case in that court. You may, but are not required to, mail us a Notice of Dispute and give us 60 days to resolve the dispute with you before filing in small claims court.

D. Arbitration Procedure. The AAA will conduct arbitration under its Commercial Arbitration Rules or, if you are an individual and the electricity or gas supplied under this Agreement is for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the supply, its Consumer Arbitration Rules, in each case as modified by this Agreement. For more information, see [www.adr.org](http://www.adr.org). To start an arbitration, submit the appropriate form available at <https://www.adr.org/Rules> to AAA and mail a copy to us. In a dispute involving \$25,000 or less, any hearing will be by telephone unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your choice of your county of residence or principal place of business. The arbitrator may award the same damages to you individually as a court could. The Customer Complaint and Dispute Resolution and Binding Arbitration; Class Action Waiver provisions shall survive termination or expiration of this Agreement.

**16. Customer Protections.** The services provided by NAP to you are governed by the terms and conditions of this Agreement. NAP will provide at least 10 days' notice prior to the cancellation of service to you. You may obtain additional information about your rights and responsibilities by contacting NAP at 1-888-313-9086 or the NAP Address or by contacting the PUC at 1.800.852.3793, or by writing to the PUC at the PUC Address, or through its website at: <http://www.puc.state.nh.us>.

**17. Default Liability.** Under no circumstances shall you or NAP be liable for any punitive, incidental, consequential, exemplary or indirect damages, or damages related to third-party claims, whether such damages or claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement. You acknowledge that your Local Utility and ISO-NE are exclusively responsible for the energy transmission and delivery system, and that NAP has no independent control over your Local Utility's or ISO-NE's systems and will have no liability for any of their acts or omissions.

**18. Choice of Laws.** This Agreement shall be construed under and shall be governed by applicable federal laws and the laws of the State of New Hampshire without regard to application of its conflicts of laws and principles.

**19. Change of Law/Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations, tariffs or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder, including but not limited to the Local Utility, the PUC, ISO-NE, the Federal Energy Regulatory Commission (FERC), or any of their successors (collectively, "Laws") (any change or change in interpretation of a Law, a "Change in Law"). If at any time during the term of this Agreement there is a Change in Law that results in NAP being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, or results in an increase in NAP's costs of providing electricity supply service to you under this Agreement, NAP may terminate this Agreement in accordance with the termination provisions above or adjust its rate/price to reflect any increases associated with such Change in Law upon 30 days' written notice to you.

**20. No Warranties.** UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NAP PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**21. Force Majeure.** Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the Local Utility or ISO NE; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

**22. Taxes.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you.

**23. Assignment.** You may not assign your interest or obligations under this Agreement without the written consent of NAP. NAP may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. NAP may assign this Agreement to another energy supplier, energy services company, or other entity authorized by the PUC. NAP

must provide you 14 days' prior notice before the assignment of this Agreement to another service provider. Upon such assignment, you agree that NAP shall have no further obligations hereunder.

**24. Authorization.** By accepting the terms of service, Customer affirmatively consents to the Local Utility sharing billing and payment information with NAP, including Your participation in budget billing or extended payment arrangements. Further, You authorize NAP to obtain and review information including, but not limited to your credit history from credit reporting agencies, and Local Utility information including, but not limited to, consumption history, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are elderly, blind or disabled, have a tax status and/or are eligible for economic development or other incentives. This information may be used by NAP to determine whether it will commence and/or continue to provide energy supply service to you. By enrolling with NAP, you are designating NAP as an appropriate and authorized user of your information to enroll you and such enrollment shall constitute authorization to obtain from time to time all usage, billing, payment history and other related information with respect to your account from the Local Utility. Actual or attempted enrollment online, telephonic enrollment, and/or your execution of this Agreement shall constitute authorization for the release of this information to NAP and to third parties who need to use or be aware of such information in connection with your electric generation services, as well as to our agents, affiliates, contractors, and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the term of this Agreement. You acknowledge that you will be invoiced by the Local Utility, and that NAP's ability to collect payment for the electric supply portion on your bill is dependent on the Local Utility furnishing NAP with the necessary information. In the absence of such information, NAP shall have the right to use your information to collect any required information for bill collection purposes. NAP, at its sole discretion, may refuse to accept any customer with a credit score that does not meet or exceed its enrollment criteria. If accepted as a customer, you authorize NAP to report your payment experience to credit reporting agencies. This authorization will remain in effect during the entire term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to NAP or calling NAP at 1-800-313-9086. NAP reserves the right to cancel this Agreement in the event you rescind the authorization. NAP considers all such customer information to be confidential, and will not release such confidential customer information that is not otherwise publicly available without written authorization from you, except as required by process of court, state, or a state or federal regulatory agency or other legal compulsion.

**25. Deposit Requirements.** NAP may require a deposit for certain customers. If a deposit is required, you will be notified by NAP as to the amount and the rate of interest paid on the deposit.

**26. Do Not Call Registry.** You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number you wish to register.

**27. UCC.** Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of New Hampshire shall govern this Agreement and electricity shall be deemed a "good" for purposes of the UCC.

**28. Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

**29. Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**30. Miscellaneous.** You will promptly notify NAP if there are any material changes in your energy consumption. There may be a delay before Local Utility switches your electricity supply to NAP; NAP is not responsible for any such delays.



# Environmental Disclosure for the Electricity Products of North American Power and Gas, LLC

Electricity Supplied from 1-2019 – 12/2019  
**Standard Product**

Electric providers are required by the New Hampshire Public Utilities Commission to provide customers with an environmental disclosure label with information to evaluate services offered by competitive suppliers and electric utilities, and to provide information about the environmental and public health impacts of electric generation. Further information can be obtained by calling your electric utility or competitive electric supplier or by contacting the Public Utilities Commission. Additional information on disclosure labels is also available at <http://www.puc.nh.gov> or on your electric provider's website.

## Power Sources

January 1, 2019 – December 31, 2019

This supplier provided electricity with the following resources:

	North American Power's Standard Mix	New England Mix
Biodiesel	0.00%	0.00%
Biomass	1.68%	2.23%
Coal	1.86%	2.46%
Diesel	0.40%	0.53%
Digester gas	0.07%	0.09%
Efficient Resource (Maine)	0.15%	0.19%
Fuel Cell	0.27%	0.35%
Hydro	30.64%	7.48%
Jet	0.01%	0.01%
Landfill Gas	0.41%	0.54%
Municipal Trash	0.52%	0.68%
Natural Gas	30.82%	40.86%
Nuclear	21.31%	28.25%
Oil	3.71%	4.91%
Solar Photovoltaic	2.85%	3.78%
Trash-to-energy	1.82%	2.42%
Wind	2.59%	3.43%
Energy Storage	0.00%	0.01%
Wood	0.90%	1.20%
<b>Total</b>	<b>100%</b>	<b>100%</b>

## Air Emissions

January 1, 2019 – December 31, 2019

This table compares air emissions from North American Power's electricity mix to average emissions levels from all New England power sources:

	North American Power's Standard Mix (lbs/MWh)	New England Mix (lbs/MWh)
Carbon Dioxide (CO2)	626.562	785.353
Nitrogen Oxide (NOx)	0.787	0.983
Sulfur Dioxide (SO2)	0.876	1.097

Notes: lbs/MWh = pounds per Megawatt-hour  
 1Megawatt-hour = 1,000 kilowatt-hours

### Additional Information and Required Notes:

#### **Power Sources:**

The electricity you consume comes from the New England power grid, which receives power from a variety of power plants and transmits the power as needed to meet the requirements of all customers in New England. When you choose a power supplier, that supplier is responsible for generating and/or purchasing power that is added to the power grid in an amount equivalent to your electricity use. 'Known Resources' include resources that are owned by, or under contract to, the supplier. 'System Power' represents power purchased in the regional electricity market. Electric suppliers are required to obtain a certain amount of renewable energy in accordance with RSA 362-F, the state's renewable portfolio standard law. They may also choose to obtain amounts of renewable energy above their legal obligation, and utilities must also offer a renewable energy option to allow customers to choose to support the purchase of additional renewable energy by the utility. North American Power will purchase Renewable Energy Certificate Credits ("RECs") for the percentage of each product as indicated on the enclosed Product Content Label. Our purchasing of RECs combines electricity from the grid with national RECs generated by wind, and hydro-electric. As your generator, North American Power purchases power that is added to the grid equivalent to your electrical usage. Power plants can generate electricity from a number of different fuel sources, resulting in different emissions. North American Power will report fuel sources and emissions annually, allowing customers to compare data among the companies providing electricity in Pennsylvania. North American Power purchases and retires Renewable Energy Certificates ("RECs") to match 100% of your electricity usage, above and beyond any state renewable portfolio standard requirements. A REC represents the environmental attributes associated with electricity generated by renewable facilities. The percentages of each type of REC that made up NAP's 100% Renewable Product last year are set forth above. Each REC represents 1 MWh of renewable generation.

#### **Emissions:**

**Sulfur Dioxide (SO2)** is formed when fuels containing sulfur are burned, primarily coal and oil. Major health effects associated with SO2 include asthma, respiratory illness and aggravation of existing cardiovascular disease. SO2 combines with water and oxygen in the atmosphere to form acid rain, which raises the acid level of lakes and streams, and accelerates the decay of buildings and monuments.

**Nitrogen Oxides (NOx)** form when fossil fuels and biomass are burned at high temperatures. They contribute to acid rain and ground-level ozone (or smog), and may cause respiratory illness when there is frequent high level exposure. NOx also contribute to oxygen deprivation of lakes and coastal waters which is destructive to fish and other animal life.

**Carbon Dioxide (CO2)** is released when fossil fuels (e.g., coal, oil and natural gas) are burned. CO2, a greenhouse gas, is a major contributor to climate change.

For further information on the formation of ozone, its sources and its health effects, see:

<http://des.nh.gov/organization/divisions/air/do/asab/ozone/categories/overview.htm>

If you have questions or need further explanation please call North American Power at 888-313-9086, [info@napower.com](mailto:info@napower.com) or visit [www.napower.com](http://www.napower.com).

FORM OF SURETY BOND

WITNESSETH: This Surety Bond given by **North American Power and Gas, LLC** as Principal, and **Atlantic Specialty Insurance Company**, as Surety, are jointly and severally bound unto **New Hampshire Public Utilities Commission**, as Obligee, in the amount of **Three Hundred Fifty Thousand and NO/100 Dollars (\$350,000.00)** (U.S.), for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors, assigns or other legal representatives.

WHEREAS, the Principal has filed an application with the New Hampshire Public Utilities Commission ("NHPUC" or "Obligee") seeking approval to operate as a Competitive Electric Power Supplier ("CEPS"); and

WHEREAS, NHPUC rules require that a CEPS must maintain and appropriate amount of financial security; and

WHEREAS, the Principal must post the Bond amount to cover its financial security obligation to the NHPUC; and

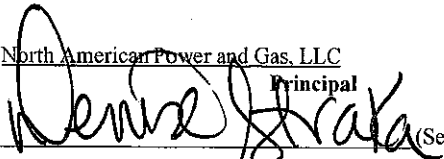
WHEREAS, the Bond amount may be subsequently increased or decreased pursuant to NHPUC rules;

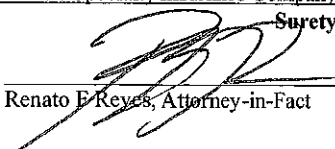
NOW, THEREFORE, Upon notice from Obligee of Principal's nonperformance of its duties as a New Hampshire CEPS, or Principal's fraud or other violations of the laws, rules, decisions and orders applicable to Principal's CEPS registration, Surety shall immediately pay to Obligee the amount specified by Obligee, not to exceed the amount of this Bond. This Bond shall remain in full force and effect for the term set forth below unless terminated as provided below.

This Bond is subject to the following terms, limitations and conditions:

1. The term of this bond shall be for five years and 90 days commencing on August 11th, 2017.
2. That no proceeding in law or in equity may be brought under this Bond unless the same shall be commenced and process served prior to the expiration of one (1) year from the date of termination of this Bond.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 11th day of August, 2017.

North American Power and Gas, LLC  
Principal  
  
(S Seal)

Atlantic Specialty Insurance Company  
Surety  
  
(S Seal)  
Renato E. Reyes, Attorney-in-Fact

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

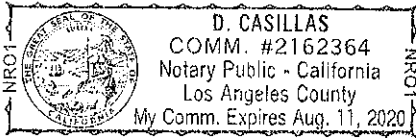
State of California

County of Los Angeles

On AUG 11 2017 before me, D. Casillas, Notary Public, personally appeared Renato F Reyes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *D. Casillas*  
Signature of Notary Public

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Edward C. Spector, Tracy Aston, Simone Gerhard, Thomas Branigan, Marina Tapia, Renato F Reyes, April Martinez**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

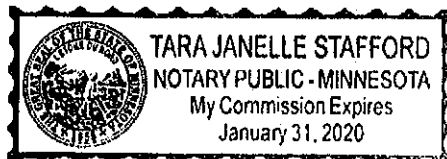


By

Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA  
HENNEPIN COUNTY

On this eighth day of December, 2014, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Assistant Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated \_\_\_\_\_ day **AUG 11 2017**

This Power of Attorney expires  
October 1, 2017



James G. Jordan, Assistant Secretary