



July 16, 2021

Debra A. Howland  
Executive Director and Secretary  
State of New Hampshire  
Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429

**DE 16-760**

**PNE Energy Supply LLC**

**Renewal Registration to Become a Competitive Electric Power Supplier**

Dear Ms. Howland:

Pursuant to Puc 2003.02 – Renewal Registration of Competitive Electric Power Suppliers, please find enclosed an original and two (2) copies of the renewal application for PNE Energy Supply LLC under docket 16-760.

Please contact us with any questions in regards to this application and thank you for your time.

Sincerely,

Megan McLaughlin

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PNE Energy Supply, LLC  
5 Dartmouth Drive, Suite 301  
Auburn, NH 03032

603.413.6602

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





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21 South Fruit Street, Suite 10  
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**DE 16-760**

**PNE Energy Supply LLC**

**Renewal Registration to Become a Competitive Electric Power Supplier**

Dear Ms. Howland:

Pursuant to Puc 2003.02 – Renewal Registration of Competitive Electric Power Suppliers, please find enclosed an original and two (2) copies of the renewal application for PNE Energy Supply LLC under docket 16-760.

Please contact us with any questions in regards to this application and thank you for your time.

Sincerely,

Megan McLaughlin

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PNE Energy Supply, LLC  
5 Dartmouth Drive, Suite 301  
Auburn, NH 03032

603.413.6602

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### 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(e)	Legal Name	PNE Energy Supply LLC	
	Trade Name (d/b/a) (if applicable)	Power New England LLC, PowerNE	
Puc 2006.01(b)	Business Mailing Address	5 Dartmouth Drive, Suite 301 Auburn, NH 03032	
	Telephone Number	603-413-6602	
	E-Mail Address	Info@powerne.com	
	Website Address	www.powerne.com	
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	NH	
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	August G. Fromuth	
	Title	Managing Director	
	Business Mailing Address	5 Dartmouth Drive, Suite 301 Auburn, NH 03032	
	Telephone Number	603-413-6602	
	E-Mail Address	August.Fromuth@powerne.com	
	Name	Howard Plante	
	Title	President	
	Business Mailing Address	5 Dartmouth Drive, Suite 301 Auburn, NH 03032	
	Telephone Number	603-413-6602	
	Email Address	Howard.Plante@powerne.com	
	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.
	<b>Name of Entity</b>
	<b>Business Address</b>
	<b>Telephone Number</b>
	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 number relative to the filing of any such agreements with the Commission.
	<b>Name of Entity</b>
	<b>Business Address</b>
	<b>Telephone Number</b>
	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 number relative to the filing of any such agreements with the Commission.	

**2 "Affiliate" means any of the following:**

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



Customer Service Department Contact		
Puc 2008.01(f)	Name	Megan McLaughlin
	Title	Operations Coordinator
	Toll-Free Telephone Number (if available)	888-669-1685
	Telephone Number	603-413-6602
	E-Mail Address	Info@powerne.com

Customer Complaints Contact			
Puc 2008.01(g)(1)	Name	Megan McLaughlin	
	Title	Operations Coordinator	
	Business Mailing Address	5 Dartmouth Drive, Suite 301	
		Auburn, NH 03032	
	Telephone Number	603-413-6602	
	E-Mail Address	Info@powerne.com	

Regulatory Compliance Matters Contact			
Puc 2008.01(g)(2)	Name	August B. Fromuth	
	Title	COO	
	Business Mailing Address	5 Dartmouth Drive, Suite 301	
		Auburn, NH 03032	
	Telephone Number	603-413-6602	
	E-Mail Address	regulatory@powerne.com	

Commission Assessment Payments Contact			
Puc 2008.01(g)(3)	Name	Janice Johnston	
	Title	Controller	
	Business Mailing Address	5 Dartmouth Drive, Suite 301	
		Auburn, NH 03032	
	Telephone Number	603-625-2244	
	E-Mail Address	payables@folpower.com	



<b>Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification</b>	
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  (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 New Hampshire secretary of state by submitting, with this application form, either of the following: (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.
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)	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.  EVERSOURCE (PSNH), UNITIL, LIBERTY, NHEC
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.  APPLICANT INTENDS TO SERVE ALL RATE CLASSES AND SCHEDULES.
Puc 2006.01(n)	List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.  MAINE, MASSACHUSETTS, NEW HAMPSHIRE, RHODE ISLAND



<b>Customer Complaints</b>	
Puc 2006.01(a)	<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)											
Complaint Type											Total
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
<b>Total</b>	0	0	0	0	0	0	0	0	0	0	0





<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 REFER TO EXHIBIT G	

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

<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.	



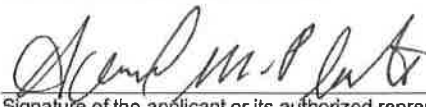
Sample Bill Form		
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	YES
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment.	

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

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

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

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

Attestation and Signature		
Puc 2006.01(y) and (z)	<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: HOWARD PLANTE</p> <p>Title: PRESIDENT</p>	<p>7-16-21</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>		

Affiliates and Subsidiaries cont.

**Name of Entity:** Halifax-American Energy Company LLC

**Business Address:** 5 Dartmouth Drive, Suite 301

Auburn, NH 03032

**Telephone Number:** (603) 625-2244

**Provide a description of the business purpose of the entity:**

Retail electricity and gas marketer for South Jersey Energy

**Provide a description of any agreement with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission:**

N/A

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PNE ENERGY SUPPLY, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 08, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **645161**

Certificate Number: **0005375805**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 2nd day of June A.D. 2021.

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

William M. Gardner  
Secretary of State

[\(/online/Home/\)](#)  [Back to Home \(/online\)](#)

## Business Information

### Business Details

Business Name: POWER NEW ENGLAND

Business ID: 750694

Business Type: Trade Name

Business Status: Active

Expiration Date: 9/9/2021

Last Renewal Date: Not Available

Business Creation Date: 09/09/2016

Name in State of Formation: Not Available

Date of Formation in Jurisdiction: 09/09/2016

Principal Office Address: 5 Dartmouth Dirve - Suite 301, Auburn, NH, 03032, USA

Mailing Address: NONE

Business Email: info@powerne.com

Phone #: 603-413-6602

Notification Email: NONE

Fiscal Year End Date: NONE

### Principal Purpose

#### NAICS Subcode

S.No	NAICS Code	NAICS Subcode
1	OTHER / retail electricity supply	

Page 1 of 1, records 1 to 1 of 1

### Trade Name Information

**Business Name** **Business ID** **Business Status**

### Trade Name Owned By

Name	Title	Address
PNE Energy Supply, LLC (/online/BusinessInquire/TradeNameInformation?businessID=475353)	Business	Good Standing

### Trademark Information

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

Filing History    Address History    [View All Other Addresses](#)    [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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[\(/online/Home/\)](#)  [Back to Home \(/online\)](#)

## Business Information

### Business Details

Business Name: POWERNE  
Business Type: Trade Name  
Expiration Date: 9/9/2021

Business Creation Date: 09/09/2016  
Date of Formation in Jurisdiction: 09/09/2016

Principal Office Address: 5 Dartmouth Drive - Suite 301, Auburn, NH,  
03032, USA

Business Email: info@powerne.com  
Notification Email: NONE

Business ID: 750693  
Business Status: Active  
Last Renewal Date: Not Available  
Name in State of Formation: Not Available

Mailing Address: NONE

Phone #: 603-413-6602  
Fiscal Year End Date: NONE

### Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / retail electricity supply	

Page 1 of 1, records 1 to 1 of 1

**Trade Name Information**

<b>Business Name</b>	<b>Business ID</b>	<b>Business Status</b>
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**Trade Name Owned By**

<b>Name</b>	<b>Title</b>	<b>Address</b>
PNE Energy Supply, LLC ( <a href="#">Online/BusinessInquire/TradeNameInformation?businessID=475353</a> )	Business	Good Standing

**Trademark Information**

<b>Trademark Number</b>	<b>Trademark Name</b>	<b>Business Address</b>	<b>Mailing Address</b>
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No records to view.

<a href="#">Filing History</a>	<a href="#">Address History</a>	<a href="#">View All Other Addresses</a>	<a href="#">Businesses Linked to Registered Agent</a>	<a href="#">Return to Search</a>	<a href="#">Back</a>
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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(Online/Home/ContactUS\)](#).

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# Current Members

## NEPOOL Participants

**Effective: July 1, 2021**

Downloads (Alpha by Voting Member):

[Participant Roster](#)

[Sector Roster](#)

ALL SECTORS VOTING MEMBER PNE Energy

COMPANY	SECTOR	VOTING	JOINED	CAMS	RELATED
PNE Energy Supply LLC	Supplier	Y	6/1/11	VIEW	

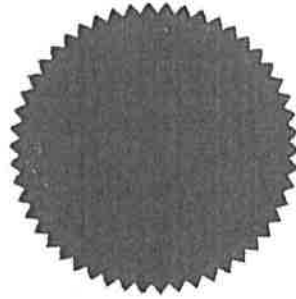
# Public Service of New Hampshire Certificate of Completion

*is hereby granted to:*

**PNE Energy Supply LLC**

*to certify that they have completed to satisfaction*

**EDI Testing**



*Granted: 07/29/11*

*Aaron Downing*

*Aaron Downing  
PSNH Supplier Services*



**Liberty Utilities™**

## COMPLETION OF EDI TESTING

This is to certify that on JUNE 24<sup>th</sup>, 2014

**PNE Energy Supply, LLC**

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

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



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

**Test Acceptance Form**      **May 14, 2012**

The undersigned agree that PNE Energy Supply LLC and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "LDC" option on May 14, 2012.

Subject to finalization of bilateral agreements between PNE Energy Supply LLC and NHEC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, PNE Energy Supply LLC may submit customer enrollment transactions electronically to NHEC upon providing billing rates no less than ten (10) business days prior to Member enrollment or Member's next billing date for any such rate. Supplier rates and pricing options must conform to the rate structure in use by the Cooperative for each specific rate class and be supported by meters in place.

Competitive Supplier Company:      PNE Energy Supply LLC

Competitive Supplier Business Contact Signature: \_\_\_\_\_

Date of Test Acceptance: \_\_\_\_\_

Competitive Supplier Technical Contact Signature: Hyun Bae

Date of Test Acceptance: \_\_\_\_\_

Distribution Company:      New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: William Bayard

Date of Test Acceptance: 5/14/2012

Distribution Company Technical Contact Signature: Michelle Patton

Date of Test Acceptance: 5/14/2012



**Electronic Data Interchange (EDI) Certification**

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

Issued to: PNE Energy Supply, LLC  
 Represented by: Howard Plante

Issued by: Unitil Energy Systems  
 Represented by: Todd Bohan, Energy Analyst

Date: May 25, 2012

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and PNE Energy Supply, LLC. As of May 25, 2012, Unitil Energy Systems does hereby declare PNE Energy Supply, 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

PNE Energy Supply, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. PNE Energy Supply, 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 \_\_\_\_\_  
 Date 5/25/12

Todd Bohan  
 Energy Analyst II  
 Unitil Service Corp.  
 6 Liberty Lane West  
 Hampton, NH 03842-1720  
 supplierservices@unitil.com

**Customer Complaints**

PNE Energy Supply LLC has not had any customer complaints filed with the last two (2) calendar years with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority.

Statements Regarding Applicant and its Principals

The NH PUC staff instituted a proceeding against PNE in February 2013 in connection with PNE's financial assurance default at ISO-NE on February 17, 2013. Testimony and discovery provided by PNE as a result of that proceeding revealed PNE's default to be caused by short term cash flow challenges brought about by sustained price spikes in real time energy costs. PNE restored its status with the ISO in March 2013 and subsequently reached a settlement with the PUC in March 2013. In the settlement, PNE's status as an operating competitive energy provider in NH was fully restored and no fines, sanctions, or penalties were imposed on PNE.



## PowerNE Residential Electricity Supply Services Contract Terms and Conditions

Thank you for choosing PowerNE as your electric supplier for your residential electricity account(s). Please find our terms and conditions below. New Hampshire residents and business owners are advised that you have five (5) business days from electronic receipt of these terms and conditions to rescind this offer. If you have received these terms and conditions via regular hard copy mail, you have six (6) business days from the date of post mark to rescind via hard copy mail. If you have received these terms and conditions via electronic means after enrolling through an in-person solicitation, you have ten (10) business days from the receipt date to rescind this agreement. Customers receiving these terms via USPS after an in-person solicitation have eleven (11) business days from the postmarked date to rescind this agreement.

**Customer Service:** For customer service questions, please call (603) 413-6602 or email [info@powerne.com](mailto:info@powerne.com).

This is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC d/b/a ("PowerNE"). PowerNE is a New Hampshire based Limited Liability Company, and is a registered Competitive Electricity Power Supplier ("CEPS") with the New Hampshire Public Utilities Commission ("PUC") under the name PNE Energy Supply, LLC, for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PowerNE directly, or retained the services of a registered aggregator who has signed with PowerNE on Customer's behalf.

PowerNE offers the Customer a new electricity supply rate only. Customer's current local utility company will continue to charge for costs associated with the Delivery Services portion of the utility bill which include transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. Customer's utility company is responsible for any and all issues not related to the cost of electricity supply including but not limited to power outages and meter malfunctions. In those cases, Customer should immediately contact their local utility company (i.e. Eversource). See **Local Utility Services section for more.**

Customer should read the **PowerNE Residential Electricity Supply Services Contract Terms and Conditions** carefully. If Customer is unhappy with any terms or conditions, including price and length of term, they may rescind their contract within the PUC mandated rescission period, without fee. Contract acceptance by PowerNE is contingent on Customer payment history with local utility company. PowerNE reserves the right to terminate contract with any account where the average usage goes below 150 kWh per month in any month subsequent to contracting with PowerNE.

**Rate:** Customer's new electricity supply rate will be the rate confirmed by Customer through the enrollment submission, and can be found in the enrollment confirmation or renewal notice.

**Contract Date:** Customer contract date is the date of the enrollment per the enrollment confirmation or renewal notice.

**Length of Contract:** Contracts with PowerNE may take 1 to 3 billing cycles to take effect. Meter read dates are scheduled by the local utility and cannot be changed by PowerNE. PowerNE is not responsible for delays in

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PNE Energy Supply, LLC  
5 Dartmouth Drive, Suite 301  
Auburn, NH 03032





service due to inaccurate enrollment information or a change in scheduled meter read dates by the local utility.

**a. Fixed Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed and remain in effect for the subsequent term specified in the enrollment confirmation or renewal notice.

**b. Variable Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed in the Customer's enrollment confirmation, and will auto renew on a monthly basis, until such time as Customer terminates with PowerNE or PowerNE chooses to terminate relationship with the Customer.

**Hold Over Price (Fixed Rate Customers Only):** After Customer's contract has expired with PowerNE, Customer or Customer's Agent may request to return to the utility, re-sign with PowerNE for a subsequent term, or change to another CEPS. If Customer remains with PowerNE, but does not contract for another rate plan, Customer will be charged a Hold Over Price, which is a monthly market based rate plus an adder not to exceed \$0.04 per kWh. In the event that PowerNE does not immediately charge the Hold Over Price, PowerNE does not waive the right to charge a Hold Over Price in some subsequent months.

**Renewal (Fixed Rate Customers Only):** Fixed rate contracts will automatically renew at the natural expiration of Customer's current agreement. Contract expiration notices containing Customer's renewal options, including any available rate plans, will be sent via Customer's preferred method of contact between 60 and 45 days prior to the natural expiration of customer's contract. Notices will be delivered via Customer's specified preference (i.e. Email or USPS) and PowerNE is not responsible for any unopened or missed renewal notices. Customers wishing to cancel prior to their renewal must do so no later than the Opt Out date written in the renewal notice. Opt Out requests received after the Opt Out date may be subject to the Early Termination Fee below.

**Termination:** Customer may terminate this agreement at any time, subject to the Early Termination Fee, as described below. Notice of Customer's desire to terminate service may be submitted by; Phone\*, USPS, Email, Fax.

\* Notice via phone may require additional information to confirm termination.

#### **Early Termination Fee:**

**a. Fixed Rate Customers:** If Customer cancels their PowerNE service for any reason, including but not limited to enrollment with another CEPS, at any time prior to the natural expiration of their contract, PowerNE may assess a one-time Early Termination Fee consisting of \$100.

**b. Variable Rate Customers:** Customer may cancel with 45-day notice to PowerNE to terminate service (i.e. Eversource). In the event that Customer does not provide 45-days' notice\*, PowerNE reserves the right to assess a one-time fee of \$45.

**Local Host Utility Services:** The local utility (i.e. Eversource) will continue to deliver electricity to Customer's home or place of business, read Customer's meter(s), issue Customer's bill and make repairs should Customer



have an outage or issue with service. The local utility will also respond to emergencies and provide traditional utility services. The cost of electricity supply that Customer purchases from PowerNE will be included in the local utility monthly bill, unless billing service is unavailable from the local utility, in which case Customer will receive a separate PowerNE bill.

**Deposit:** PowerNE does not require a deposit currently.

**Budget Billing:** Budget Billing is available through the Customer's local utility company.

**Billing:** Residential and Small Commercial Customers will continue to be billed by the local utility company (i.e. Eversource) on the regular monthly invoice. Customer's local utility company serves as billing agent on behalf of PowerNE. A section on the monthly utility invoice will outline the PowerNE electricity supply charge in the place of the utility supply charge. The contact information for the local utility company may be found on the most recent utility invoice for billing questions.

**Billing Agent Information:** Eversource, P.O. Box 650047, Dallas, TX 75265-0047 (800) 662-7764

**Late Penalties, Charges, and Fees:** Customer's payments are due per the PUC 1200 rules of their utility billing agent.

**Non-payment by Customer:** Unless customer is on a payment plan or budget billing and is current on the payment plan or budget billing arranged by the local utility, if due to Customer's non-payment there remains an outstanding balance due to PowerNE for a period of no less than thirty (30) days following written notice to Customer from PowerNE, PowerNE reserves the right to terminate Customer's agreement with PowerNE and return the account to the local utility default service. In addition to invoicing Customer for any amounts still owed at the time of termination, Customer will be responsible for **Early Termination Fee** described above. If PowerNE is compelled to pursue Customer for non-payment through the legal system and PowerNE is awarded any amount owed, Customer shall be responsible for PowerNE's reasonable costs associated with successful collection and pursuit, including legal fees.

**Note:** Electricity Disconnection can only be performed by the Customer's local default utility, per the disconnect rules set forth in PUC 1200. PowerNE cannot disconnect Customer's power for any reason.

**Customer Relocation:** In the event that Customer relocates within the PowerNE service territory while under contract with PowerNE for electricity supply, Customer must contact PowerNE **thirty (30) days prior** to the relocation in order to begin account transfer and avoid **Early Termination Fee**. If Customer relocates while under contract with PowerNE and does not transfer their new account to PowerNE on the next scheduled meter read date, PowerNE may assess **Early Termination Fee**. Customers that relocate out of PowerNE service territory while under contract with PowerNE may be assessed **Early Termination Fee**.

**Customer Dispute Resolution:** If Customer wishes to dispute any Electricity Supply Charge, invoice, notice, or service provided under these Terms and Conditions, Customer may call PowerNE at (603) 413-6602. Please note that PowerNE has no control over the local utility company charges. Please be sure to check the utility invoice first to confirm that the item at issue relates the electricity supply charge. Otherwise, PowerNE recommends calling the local utility company to resolve the issue. Customer has the right to file a complaint



with the New Hampshire Public Utilities Commission (NHPUC) at (800) 852-3793 after you have attempted to resolve a dispute with PowerNE.

**Assignment:** PowerNE shall have the right to assign Customer's account(s) and contract to another CEPS at its sole discretion. In accordance with PUC 2004.05, written notice will be provided to Customer via Customer's preferred method of contact no less than 14 days prior to the effective date of change. Customer will have the option to choose another CEPS or return to default service offered by Customer's local utility company.

**Mid Cycle Meter Reads: Conditional upon the distribution utility performing mid cycle meter reads in accordance with PUC 2000,** Customer authorizes PowerNE to act on its behalf when requesting Customer's utility to perform a Mid Cycle Meter Read for any of Customer's account(s) placed with PowerNE.

**Payment and Usage History Authorization:** Customer grants access to and authorizes PowerNE to review any and all payment and usage history in the possession of Customer's host utility.

**Return to the Utility:** PowerNE may, at any time, return Customer's account to their host utility during the term of Customer's contract. Such reasons for Customer return to utility may include, but are not limited to: Change in market Conditions, Change in Law or Regulation, (Electronic Data Interchange) EDI Error, Assignment to new Competitive Electricity Provider, etc.

**Force Majeure:** Except for Customer's obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or the local utility company which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

**Public Utility Commission Notices:** If you have any questions regarding your rights and/or responsibilities, please contact the Public Utilities Commission at 1 (800) 852-3793.

PowerNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffiliated party or parties outside the normal and/or necessary scope of serving Customer's electricity supply. PowerNE shall not release confidential customer information including but not limited to Customer name, address, email address or telephone number without written consent from Customer.

Please note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has **three (3) business days** from receipt to notify PowerNE of Customer desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has **five (5) business days** from post marked receipt to notify PowerNE of Customer's desire to withdraw from this rate program.



**Do Not Call Registry:** Information regarding the Do Not Call Registry, including instructions for sign up, may be found at <https://www.donotcall.gov/>

**Bill Payment Assistance:** Below is a list of social service agencies and programs available to low income customers for bill payment assistance.

**Community Action Program: Belknap/Merrimack Counties – [www.bm-cap.org](http://www.bm-cap.org)**

Concord: 603.225.6880	Meredith: 603.279.4096	Franklin: 603.934.3444
Suncook : 603.485.7824	Laconia: 603.524.5512	Warner: 603.456.2207

**Rockingham Community Action – [www.rcaction.org](http://www.rcaction.org)**

Portsmouth:603.436.3896	Toll-free: 1.800.639.3896	Salem: 603.898.8435
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**Southern NH Services (Hillsborough County) – [www.snhhs.org](http://www.snhhs.org)**

Manchester: 603.647.4470	Toll-free: 1.800.322.1073	Peterborough: 603.924.2243
Nashua: 603.889.3440	Toll-free: 1.877.211.0723	

**Southwestern Community Services (Cheshire and Sullivan Counties) – [www.scshehelps.org](http://www.scshehelps.org)**

Keene: 603.352.7512	Toll-free: 1.800.529.0005	Claremont: 603.542.9528
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**Stafford County Community Action - [www.straffcap.org](http://www.straffcap.org)**

Dover :603.749.1334	Rochester:603.332.3963	Milton: 603.652.9893
Farmington: 603.755.9305		

**Tri-County Community Action (Coos, Carroll, and Grafton Counties) – [www.tccap.org](http://www.tccap.org)**

Berlin: 603.752.3248	Lebanon:603.448.4553	Littleton: 603.444.6653
Carroll County:603.323.7400	Toll-free: 1.888.842.3835	Colebrook: 603.237.8168

Updated: TC9.17



## PowerNE Business Electricity Supply Services Contract Terms and Conditions

Thank you for choosing PowerNE as your electric supplier for your residential electricity account(s). Please find our terms and conditions below. New Hampshire residents and business owners are advised that you have five (5) business days from electronic receipt of these terms and conditions to rescind this offer. If you have received these terms and conditions via regular hard copy mail, you have six (6) business days from the date of post mark to rescind via hard copy mail. If you have received these terms and conditions via electronic means after enrolling through an in-person solicitation, you have ten (10) business days from the receipt date to rescind this agreement. Customers receiving these terms via USPS after an in-person solicitation have eleven (11) business days from the postmarked date to rescind this agreement.

**Customer Service:** For customer service questions, please call (603) 413-6602 or email [info@powerne.com](mailto:info@powerne.com).

This is a contract for the supply of electricity between you ("Customer") and PNE Energy Supply, LLC d/b/a ("PowerNE"). PowerNE is a New Hampshire based Limited Liability Company, and is a registered Competitive Electricity Power Supplier ("CEPS") with the New Hampshire Public Utilities Commission ("PUC") under the name PNE Energy Supply, LLC, for the sale of residential, small commercial and industrial electricity supply. Customer has either contracted with PowerNE directly, or retained the services of a registered aggregator who has signed with PowerNE on Customer's behalf.

PowerNE offers the Customer a new electricity supply rate only. Customer's current local utility company will continue to charge for costs associated with the Delivery Services portion of the utility bill which include transmission and distribution charges, system benefits, taxes and stranded costs associated with servicing the power lines to Customer's home or place of business. Customer's utility company is responsible for any and all issues not related to the cost of electricity supply including but not limited to power outages and meter malfunctions. In those cases, Customer should immediately contact their local utility company (i.e. Eversource). **See Local Utility Services section for more.**

Customer should read the PowerNE Business Electricity Supply Services Contract Terms and Conditions carefully. If Customer is unhappy with any terms or conditions, including price and length of term, they may rescind their contract within the PUC mandated rescission period, without fee. Contract acceptance by PowerNE is contingent on Customer payment history with local utility company. For the purpose of this contract, Business accounts are defined by PowerNE as using no more than a twelve month historic monthly average of 10,000 kWh, calculated at the time of enrollment. PowerNE, at its sole discretion, reserves the right to offer accounts that exceed this threshold a PowerNE Market Product or to continue with the enrollment at it was received. Power is not obligated to provide the rate and term selected upon enrollment to such accounts. If Customer has any questions regarding this threshold, please contact the PowerNE office via phone (603.413.6602) or email ([Info@powerne.com](mailto:Info@powerne.com)).

**Rate:** Customer's new electricity supply rate will be the rate confirmed by Customer through the enrollment submission, and can be found in the enrollment confirmation or renewal notice.

**Contract Date:** Customer contract date is the date of the enrollment per the enrollment confirmation or renewal notice.



**Length of Contract:** Contracts with PowerNE may take 1 to 3 billing cycles to take effect. Meter read dates are scheduled by the local utility and cannot be changed by PowerNE. PowerNE is not responsible for delays in service due to inaccurate enrollment information or a change in scheduled meter read dates by the local utility.

- a. **Fixed Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed and remain in effect for the subsequent term specified in the enrollment confirmation or renewal notice.
- b. **Variable Rate Customers:** This contract shall commence on the Customer's next available meter read date in accordance with the rate plan confirmed in the Customer's enrollment confirmation, and will auto renew on a monthly basis, until such time as Customer terminates with PowerNE or PowerNE chooses to terminate relationship with the Customer.

**Hold Over Price (Fixed Rate Customers Only):** After Customer's contract has expired with PowerNE, Customer or Customer's Agent may request to return to the utility, re-sign with PowerNE for a subsequent term, or change to another CEPS. If Customer remains with PowerNE, but does not contract for another rate plan, Customer will be charged a Hold Over Price, which is a monthly market based rate plus an adder not to exceed \$0.04 per kWh. In the event that PowerNE does not immediately charge the Hold Over Price, PowerNE does not waive the right to charge a Hold Over Price in some subsequent months.

**Renewal (Fixed Rate Customers Only):** Fixed rate contracts will automatically renew at the natural expiration of Customer's current agreement if a new rate is offered by PowerNE. Contract expiration notices containing Customer's renewal options, including any available rate plans, will be sent via Customer's preferred method of contact **between 60 and 45 days prior** to the natural expiration of customer's contract. Notices will be delivered via Customer's specified preference (i.e. Email or USPS) and PowerNE is not responsible for any unopened or missed renewal notices. Customers wishing to cancel prior to their renewal must do so no later than the Opt Out date written in the renewal notice. Opt Out requests received after the Opt Out date may be subject to the Early Termination Fee below.

**Termination:** Customer may terminate this agreement at any time, subject to the Early Termination Fee, as described below. Notice of Customer's desire to terminate service may be submitted by; Phone\*, USPS, Email, Fax.

\* Notice via phone may require additional information to confirm termination.

**Early Termination Fee:**

- a. **Fixed Rate Customers:** If Customer cancels their PowerNE service for any reason including but not limited to enrollment with another CEPS, at any time prior to the natural expiration of their contract, PowerNE may assess them with a one-time **Early Termination Fee**. Fee will be equal to two months of Customer's average monthly usage multiplied by the contracted rate.
- b. **Variable Rate Customers:** Customer may cancel with 45-day notice to PowerNE to terminate service (i.e. Eversource). In the event that Customer does not provide 45-day's notice\*, PowerNE reserves the right to assess a one-time fee of \$90.

**Local Host Utility Services:** The local utility (i.e. Eversource) will continue to deliver electricity to Customer's home or place of business, read Customer's meter(s), issue Customer's bill and make repairs should Customer have an outage or issue with service. The local utility will also respond to emergencies and provide traditional



utility services. The cost of electricity supply that Customer purchases from PowerNE will be included in the local utility monthly bill, unless billing service is unavailable from the local utility, in which case Customer will receive a separate PowerNE bill.

**Deposit:** PowerNE does not require a deposit currently.

**Budget Billing:** Budget Billing is available through the Customer's local utility company.

**Billing:** Residential and Small Commercial Customers will continue to be billed by the local utility company (i.e. Eversource) on the regular monthly invoice. Customer's local utility company serves as billing agent on behalf of PowerNE. A section on the monthly utility invoice will outline the PowerNE electricity supply charge in the place of the utility supply charge. The contact information for the local utility company may be found on the most recent utility invoice for billing questions.

**Billing Agent Information:** Eversource, P.O. Box 650047, Dallas, TX 75265-0047 (800) 662-7764

**Late Penalties, Charges, and Fees:** Customer's payments are due per the rules of their utility billing agent.

**Non-payment by Customer:** Unless Customer is on a payment plan or budget billing and is current on the payment plan or budget billing, if due to customer's non-payment there remains an outstanding balance due to PowerNE for more than thirty (30) days following written notice from PowerNE to Customer. The PowerNE reserves the right to terminate Customer's agreement with PowerNE and return the account to the local utility default service. In addition to invoicing Customer for any amounts still owed at the time of termination, Customer will be responsible for **Early Termination Fee** described above.

If PowerNE is compelled to pursue Customer for non-payment through the legal system and PowerNE is awarded any amount owed, Customer shall be responsible for PowerNE's reasonable costs associated with successful collection and pursuit, including legal fees.

**Note:** Electricity Disconnection can only be performed by the Customer's local default utility, per the disconnect rules set forth in PUC 1200. PowerNE cannot disconnect Customer's power for any reason.

**Customer Relocation:** In the event that Customer relocates within the PowerNE service territory while under contract with PowerNE for electricity supply, Customer must contact PowerNE **thirty (30) days prior** to the relocation in order to begin account transfer and avoid **Early Termination Fee**. If Customer relocates while under contract with PowerNE and does not transfer their new account to PowerNE on the next scheduled meter read date, PowerNE may assess **Early Termination Fee**. Customers that relocate out of PowerNE service territory while under contract with PowerNE may be assessed **Early Termination Fee**.

**Customer Dispute Resolution:** If Customer wishes to dispute any Electricity Supply Charge, invoice, notice, or service provided under these Terms and Conditions, Customer may call PowerNE at (603) 413-6602. Please note that PowerNE has no control over the local utility company charges. Please be sure to check the utility invoice first to confirm that the item at issue relates the electricity supply charge. Otherwise, PowerNE recommends calling the local utility company to resolve the issue. Customer has the right to file a complaint with the New Hampshire Public Utilities Commission (NHPUC) at (800) 852-3793 after you have attempted to resolve a dispute with PowerNE.



**Assignment:** PowerNE shall have the right to assign Customer's account(s) and contract to another CEPS at its sole discretion. In accordance with PUC 2004.05, written notice will be provided to Customer via Customer's preferred method of contact no less than 14 days prior to the effective date of change. Customer will have the option to choose another CEPS or return to default service offered by Customer's local utility company.

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**Payment and Usage History Authorization:** Customer grants access to and authorizes PowerNE to review any and all payment and usage history in the possession of Customer's host utility.

**Return to the Utility:** PowerNE may, at any time, return Customer's account to their host utility during the term of Customer's contract. Such reasons for Customer return to utility may include, but are not limited to: Change in market Conditions, Change in Law or Regulation, (Electronic Data Interchange) EDI Error, Assignment to new Competitive Electricity Provider, etc...

**Force Majeure:** Except for Customer's obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or the local utility company which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

**Public Utility Commission Notices:** If you have any questions regarding your rights and/or responsibilities, please contact the Public Utilities Commission at 1 (800) 852-3793.

PowerNE maintains customer information with the strictest sense of confidentiality and will not share customer information to any unaffiliated party or parties outside the normal and/or necessary scope of serving Customer's electricity supply. PowerNE shall not release confidential customer information, including but not limited to Customer name, address, email address, or telephone number without written consent from Customer.

Please note that as a small commercial or residential customer, Customer has a limited right of contract rescission. If Customer has received electronic notice of these terms and conditions, Customer has **three (3) business days** from receipt to notify PowerNE of Customer desire to withdraw from this rate program. If Customer has received hard copy notice of these terms and conditions, via regular mail, Customer has **five (5) business days** from post marked receipt to notify PowerNE of Customer's desire to withdraw from this rate program.

**Do Not Call Registry:** Information regarding the Do Not Call Registry, including instructions for sign up, may be found at <https://www.donotcall.gov/>

**Bill Payment Assistance:** Below is a list of social service agencies and programs available to low income customers for bill payment assistance.





**Community Action Program: Belknap/Merrimack Counties – [www.bm-cap.org](http://www.bm-cap.org)**

Concord: 603.225.6880      Meredith: 603.279.4096      Franklin: 603.934.3444  
Suncook : 603.485.7824      Laconia: 603.524.5512      Warner: 603.456.2207

**Rockingham Community Action – [www.rcaction.org](http://www.rcaction.org)**

Portsmouth:603.436.3896      Toll-free: 1.800.639.3896      Salem: 603.898.8435

**Southern NH Services (Hillsborough County) – [www.snhs.org](http://www.snhs.org)**

Manchester: 603.647.4470      Toll-free: 1.800.322.1073      Peterborough: 603.924.2243  
Nashua: 603.889.3440      Toll-free: 1.877.211.0723

**Southwestern Community Services (Cheshire and Sullivan Counties) – [www.scshehelps.org](http://www.scshehelps.org)**

Keene: 603.352.7512      Toll-free: 1.800.529.0005      Claremont: 603.542.9528

**Stafford County Community Action - [www.straffcap.org](http://www.straffcap.org)**

Dover :603.749.1334      Rochester:603.332.3963      Milton: 603.652.9893  
Farmington: 603.755.9305

**Tri-County Community Action (Coos, Carroll, and Grafton Counties) – [www.tccap.org](http://www.tccap.org)**

Berlin: 603.752.3248      Lebanon:603.448.4553      Littleton: 603.444.6653  
Carroll      Toll-free: 1.888.842.3835      Colebrook: 603.237.8168  
County:603.323.7400  
Plymouth: 603.536.8222      Lancaster: 603.788.4477      Woodsville: 603.747.3013

Bond No. BMVH545363

**UTILITY DEPOSIT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That we,  
PNE Energy Supply, LLC

as Principal of 1087 Elm Street, Suite 414 Manchester, NH 03101

and The Hanover Insurance Company, a New Hampshire corporation, as Surety, are held and firmly bound unto  
State of New Hampshire Public Utilities Commission

as obligee, in the sum of One Hundred Thousand Dollars  
(\$100,000.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we the said Principal and Surety, bind ourselves, our heirs, executors, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden Principal has made application to the obligee for utility service, and whereas, the obligee, pursuant to its credit policy, has required Principal to post a suitable bond for the payment of services running to  
N/A

Now, Therefore, if the said Principal shall promptly pay all utility bills including the final bill after service has been terminated, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

THIS BOND IS SUBJECT TO THE FOLLOWING PROVISIONS:

1. The liability of the Surety under this bond for all defaults and obligations of the Principal shall not exceed in the aggregate the penal sum of the bond.
2. The Surety reserves the right to cancel this bond by giving thirty (30) days written notice and upon compliance with such notice, the Surety is discharged and relieved of liability.

IN WITNESS WHEREOF, we Said Principal and Surety, have hereunto set our hands and seals this 22nd day of March, 2021.

PNE Energy Supply, LLC

*James J. [Signature]*  
Witness

*[Signature]*

*E.A. Morrissette*  
Witness

The Hanover Insurance Company

*Nicki A. Runce*

NICKI A. RUNCI, Attorney-in-Fact



**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**POWER OF ATTORNEY**

**THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.**

**KNOW ALL PERSONS BY THESE PRESENTS:**

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**NICKI A. RUNCI**

Of Cross Insurance - Manchester, Manchester, NH each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Utility Deposit Bond

in the amount of: \$100,000.00

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

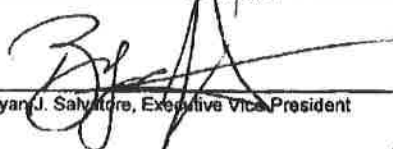
RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 19th day of July, 2018.

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**

  
Bryan J. Salvatore, Executive Vice President

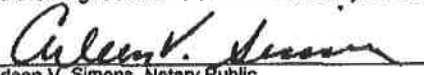
  
James H. Kawlecki, Vice President

THE COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF WORCESTER ) ss.



On this 19<sup>th</sup> day of July, 2018 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

**ARLEEN V. SIMONS**  
Notary Public  
COMMONWEALTH OF MASSACHUSETTS  
My Commission Expires  
June 15, 2023

  
Arleen V. Simons, Notary Public  
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22<sup>nd</sup> day of March 2021

**THE HANOVER INSURANCE COMPANY  
MASSACHUSETTS BAY INSURANCE COMPANY  
CITIZENS INSURANCE COMPANY OF AMERICA**  
  
Carrick A. Bligh, Vice President

CERTIFIED COPY

