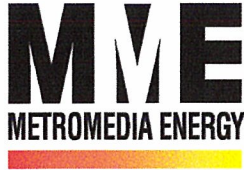


DM 12-052



February 24, 2012

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

Re: Metromedia Energy, Inc.  
Natural Gas Supplier Registration Renewal Application



Dear Ms. Howland:

Enclosed is Metromedia Energy's gas supplier registration renewal application, the \$250 filing fee, two paper copies and an electronic copy on disk.

The confidential aggregator data required pursuant to Puc 3003.03 (d) will be filed separately and under seal. This is referred to in Exhibit E, which provides the statement on aggregator registration ((Puc 3006.01 (a) (20)).

If there are any questions or further information is needed, please contact me by phone at (732) 318-3658 or e-mail at [gpozza@mmenergy.com](mailto:gpozza@mmenergy.com).

Sincerely,

A handwritten signature in blue ink that reads 'Gordon L. Pozza'.

Gordon L. Pozza  
Director of Regulatory Affairs

## New Hampshire Public Utilities Commission

### REGISTRATION OF COMPETITIVE NATURAL GAS SUPPLIERS (Puc 3006.01)

#### Renewal Application of Metromedia Energy, Inc

##### 3003.01

- (a) The registration application, 2 copies and an electronic copy are enclosed.

##### 3006.01

(a) Application

- (1) Energy Express d/b/a Metromedia Energy, Inc.  
[www.metromediaenergy.com](http://www.metromediaenergy.com)
- (2) 2000 West Park Drive, Suite 125, Westborough, MA 01581  
(508) 871-7150 (Phone)  
(508) 366-5334 (Fax)  
[gpozza@mmenergy.com](mailto:gpozza@mmenergy.com)
- (3) Energy Express is incorporated in Massachusetts. Metromedia Energy is incorporated in New Jersey.
- (4) EXHIBIT A identifies the company's officers and directors and includes contact information.
- (5) Energy Express has no affiliates or subsidiaries.
- (6) Customer Service Contact

James Ciasullo, Accounting Manager  
2000 West Park Drive, Suite 125, Westborough, MA 01581  
(508) 871-7150, Ext. 229  
[jciasullo@mmenergy.com](mailto:jciasullo@mmenergy.com)

- (7) Contact for Commission Inquiries

Gordon Pozza, Director of Regulatory Affairs  
6 Industrial Way West, Eatontown, NJ 07724  
(732) 318-3658  
[gpozza@mmenergy.com](mailto:gpozza@mmenergy.com)

(8) Registered Agent:

CT Corporation System  
9 Capitol Street, P.O. Box 1256, Concord, NH 03301  
(603) 224-6535

(9) Certificate of Authority in New Hampshire and Status

Metromedia Energy's Certificate of Authority and confirmation by the Secretary of State of its good standing status is included in EXHIBIT B.

(10) The company provides natural gas service to customers in Northern Utilities and Energy North territories.

(11) Metromedia Energy markets to commercial & industrial customers. The applicable customer rate classes are defined in the tariffs.

(12) We are not aware of any customer complaints filed with the listed entities.

(13) b. None.

(14) None.

(15) N/A.

(16) Not applicable. See the answer to (17) for the required statement.

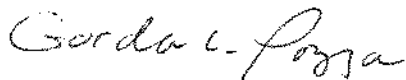
(17) The company does not intend to telemarket.

(18) A sample customer bill is included in EXHIBIT C.

(19) EXHIBIT D contains a representative sample contract.

(20) The statement on aggregator registration is EXHIBIT E.

(21) EXHIBIT F is the statement of delegated authority.



---

Gordon L. Pozza  
Director of Regulatory Affairs

New Hampshire Public Utilities Commission

Metromedia Energy, Inc.

*Gas Supplier Registration Renewal Application*

EXHIBITS

- A: Officers and Directors
- B: Certificate of Authority/Confirmation of Good Standing
- C: Sample Customer Bill
- D: Representative Sample of Customer Contract
- E: Statement on Aggregator Registration
- F: Statement of Delegated Authority

EXHIBIT A: Officers and Directors

## EXHIBIT A

### METROMEDIA ENERGY, INC.

#### OFFICERS AND DIRECTORS

(Name, Title, Business Address, Phone and E-Mail)

#### OFFICERS/DIRECTORS

Jonathan Morris	President and CEO, Director
Laurence Morris	Senior VP and CFO, Director
Scott Spiewak	VP and Counsel, Director
Silvia Kessel	Director
David Persing	Director
Stuart Sobotnick	Director

#### BUSINESS ADDRESS

Jonathan Morris	6 Industrial Way West, Eatontown, NJ 07724
Laurence Morris	Same
Scott Spiewak	405 Highview Road, Englewood, NJ 07631
Silvia Kessel	810 Seventh Ave, 29 <sup>th</sup> Fl, New York, NY 10019
David Persing	Same
Stuart Sobotnick	Same

#### PHONE/E-MAIL

Jonathan Morris	(732) 440-0010 / <a href="mailto:jmorris@mmenergy.com">jmorris@mmenergy.com</a>
Laurence Morris	(732) 440-0012 / <a href="mailto:ismorris@mmenergy.com">ismorris@mmenergy.com</a>
Scott Spiewak	(201) 871-0427 / <a href="mailto:sspiewak@mmenergy.com">sspiewak@mmenergy.com</a>
Silvia Kessel	(212) 606-4000
David Persing	Same
Stuart Sobotnick	Same

EXHIBIT B: Certificate of Authority and Secretary of  
State Confirmation of Approved Status

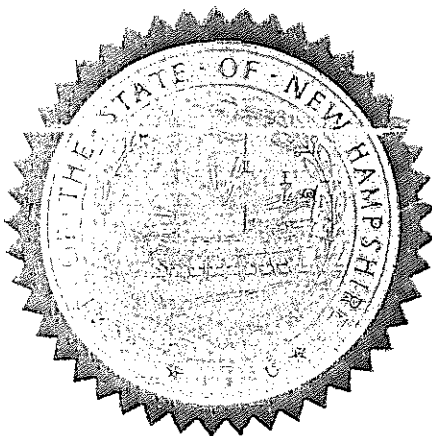
State of New Hampshire  
Department of State

CERTIFICATE OF AUTHORITY OF

METROMEDIA ENERGY, INC.

The undersigned, as Deputy Secretary of State of the State of New Hampshire, hereby certifies that an Application of METROMEDIA ENERGY, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Deputy Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to METROMEDIA ENERGY, INC. to transact business in this State under the name of METROMEDIA ENERGY, INC. and attaches hereto a copy of the Application for such Certificate.



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of November A.D. 2003

A handwritten signature in black ink, appearing to read "D. M. Scanlan", is written over a faint, circular embossed seal.

David M. Scanlan  
Deputy Secretary of State



Corporation Division 

Search

[By Business Name](#)[By Business ID](#)[By Registered Agent](#)[Annual Report](#)[File Online](#)

Search Type: Starting With

Search Criteria: Metromedia Energy, Inc.

Search Date: 2/23/2012

Search Time: 14:55

Click on the Entity Name or Business ID to view more information.

Entity Name	Business ID	Type	Entity Status	Entity Creation Date
<a href="#">METROMEDIA ENERGY, INC.</a>	<a href="#">452932</a>	Corporation	Good Standing	11/14/2003

Records Returned 1 to 1

[Privacy Policy](#) | [Accessibility Policy](#) | [Site Map](#) | [Contact Us](#)



Corporation Division 

[Filed Documents](#)

**Date:** 2/23/2012 (Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
METROMEDIA ENERGY, INC.	Legal

Corporation - Foreign - Information

<b>Business ID:</b>	452932
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	11/14/2003
<b>State of Business.:</b>	NJ
<b>Principal Office Address:</b>	6 INDUSTRIAL WAY EATONTOWN NJ 07724
<b>Principal Mailing Address:</b>	6 INDUSTRIAL WAY EATONTOWN NJ 07724
<b>Last Annual Report Filed Date:</b>	1/17/2012
<b>Last Annual Report Filed:</b>	2012

Registered Agent

<b>Agent Name:</b>	<a href="#">C T Corporation System</a>
<b>Office Address:</b>	9 CAPITOL STREET CONCORD NH 03301
<b>Mailing Address:</b>	



EXHIBIT C: Sample Customer Bill



Accounts Payable

\*\*\* STATEMENT REPRINT DATE 2/14/2012 \*\*\*

Statement Number: 1120102673

Statement Date: 2/2/2012

Page 1 of 1

**ACCOUNT ACTIVITY**

Description	Amount
Previous Balance	\$2,445.68
Payment received on 1/19/2012, Check # 3780 applied towards Statement # (1111203288).	(\$2,445.68)
<b>Adjusted Balance</b>	<b>\$0.00</b>

**NEW CHARGES**

Description	Period	Details	Amount
Monthly Gas Charge	(12/29/2011-01/30/2012)	1855.040 th @ 0.8325 \$/th	\$1,544.32
Swing Commodity Charge	(12/29/2011-01/30/2012)	88.192 th @ 0.512533 \$/th	\$45.20
<b>Usage Total 1,943.232 th</b>			<b>Location Total: \$1,589.52</b>
Monthly Gas Charge	(12/29/2011-01/30/2012)	1599.910 th @ 0.8325 \$/th	\$1,331.93
Swing Commodity Charge	(12/29/2011-01/30/2012)	7.305 th @ 0.512533 \$/th	\$3.74
<b>Usage Total 1,607.215 th</b>			<b>Location Total: \$1,335.67</b>
<b>Total New Charges:</b>			<b>\$2,925.19</b>
<b>Amount Due:</b>			<b>\$2,925.19</b>

This is a Reprint of your Statement from the time of the original billing. The previous balance and due date shown will reflect the Statement information from that time. For your current balance, please contact your service representative Joanne Sundstrom at (888) 289-4324 ext 0170.. Or Email Joanne Sundstrom at jsundstrom@mmenergy.com

Net Terms: 15 Days

MME Group: AMO001

Remittance Statement: Please make checks payable to Metromedia Energy, Inc.  
For Customer Service please contact Joanne Sundstrom at (888) 289-4324 ext 0170.

**METROMEDIA ENERGY, INC.**  
**ACCOUNTS RECEIVABLE DEPT.**  
P.O. Box 28025  
New York, NY 10087-8025

Accounts Payable



Statement Number:	1120102673
Payment Due:	2/17/2012
Adjusted Balance	\$0.00
New Charges:	\$2,925.19
Amount Due:	\$2,925.19
Amount Paid:	

EXHIBIT D: Representative Sample of Customer Contract



**METROMEDIA ENERGY, INC.  
NATURAL GAS SALE CONTRACT  
FIRM SALE**

<b>SELLER:</b> Metromedia Energy, Inc. 2000 West Park Drive, Suite 125 Westborough, MA 01581		<b>BUYER:</b> [Redacted]	
Attn: Contracts Administrator Phone: (508) 871-7130 Fax: (508) 871-0988		Attn: [Redacted] Phone: [Redacted] Fax: [Redacted]	
<b>MAKE PAYMENTS TO:</b> Metromedia Energy, Inc. PO Box 13021 Leicester, MA 04243-9521		<b>SEND INVOICES TO:</b> [Redacted] [Redacted] [Redacted] attn: Accounts Payable	
<b>CONTRACT NO:</b>	146305632011621	<b>MME SALES REP CODE:</b>	146 96S
<b>QUANTITY:</b>	Buyer's full natural gas requirements for the Service Location(s) described below.		
<b>TERM:</b>	From 11/1/2011 to 10/31/2012 subject to satisfactory transportation arrangements being in place by the commencement date.		
<b>PRICE (Fixed and Cost+) per therm, measured at Nomination Point(s):</b>	Fixed: \$0.8325 per therm      Cost + \$0.00 per therm  Fixed price of \$0.8325 applies to Monthly Contract Quantities only. See paragraph 5. Monthly Contract Quantities are set forth in Attachment A.		
<b>RECEIPT POINT(S):</b>	Louisiana		
<b>NOMINATION POINT(S):</b>	City Gate of: Keyspan Energy - E North - Nat Grid NH		
<b>ACCOUNT NUMBER - SERVICE LOCATION:</b>	(See Attachment A)		
<b>SPECIAL PROVISIONS:</b>	None		
This Contract shall not become effective until and unless accepted by the Seller			
<b>THE TERMS AND CONDITIONS AND THE ATTACHMENTS ARE A PART OF THIS CONTRACT</b>			
<b>Seller:</b>	Metromedia Energy, Inc.	<b>Buyer:</b>	[Redacted]
<b>By:</b>	<i>[Signature]</i> Jonathan Morris	<b>By:</b>	[Redacted]
<b>Name:</b>	Jonathan Morris	<b>Name:</b>	[Redacted]
<b>Title:</b>	President & CEO	<b>Title:</b>	[Redacted]
<b>Date:</b>	6-22-11	<b>Date:</b>	[Redacted]

Version: New England 07.19.10.02      Contract No: 146305632011621 N



NATURAL GAS SALES CONTRACT TERMS AND CONDITIONS (FIRM SALES)

1. Firm Contract: Termination Fees and Damages: Sales under this contract shall be made on a firm basis. If Metromedia Energy, Inc. ("Metromedia Energy" or "Seller") fails to deliver or Buyer fails to take the Buyer's full requirements for reasons other than force majeure as defined below, Buyer or Seller, as the case may be, shall be entitled to damages equal to the cost of cover, plus any transportation charges or imbalance charges incurred due to the other party's failure to deliver or accept, less any expenses saved. In no event shall damages under this paragraph be less than \$1000 per therm multiplied by the number of therms remaining in the contract per Attachment A, (or if the failure to deliver or take is for a lesser period, for such lesser period), or \$150.00, whichever is greater.

2. Nominations: Buyer shall authorize its local distribution company (LDC) to provide Seller all necessary information regarding Buyer's gas requirements, and Seller shall nominate and confirm daily dispatch volumes with the transporting pipeline and Buyer's LDC. Buyer shall, also, upon request from Seller, provide meter readings or other data to assist Seller in scheduling deliveries to meet Buyer's requirements. To the extent required or permitted by Buyer's LDC, Buyer shall authorize Seller to act as Buyer's agent in dealing with the LDC. Buyer shall reimburse Seller for all LDC charges paid by Seller on Buyer's behalf.

3. Receipt Points, Title and Transportation: The Nomination Point(s) and Receipt Point(s) are shown on the front of this Agreement. Seller is hereby appointed and shall act on behalf of Buyer as Buyer's agent to arrange and pay for transportation of the gas from the Receipt Point(s) to the Nomination Point(s), and to cause deliveries to be made at the Nomination Point(s). Title to the natural gas sold hereunder will pass from Seller to Buyer at the Receipt Point(s). Seller will pay or cause to be paid all royalties, taxes and other sums due on production and transportation of the natural gas prior to delivery. Seller will be in full control and possession of the natural gas and shall be fully responsible for and shall indemnify Buyer for any damage or injuries caused thereby until the natural gas is delivered to Buyer at the Receipt Point(s), except for injuries and damage which are caused by the negligence of Buyer. Buyer will likewise pay all taxes or other sums due on, at or after the Nomination Point(s) and be fully responsible and shall indemnify Seller for damage or injury occurring after the natural gas is delivered to the Nomination Point(s), except for injuries and damage caused by the negligence of Seller. Buyer shall reimburse Seller for any and all applicable taxes, including but not limited to, gross receipt tax, imposed by any state or local government upon any transaction or occurrence done pursuant to the terms of this Agreement.

4. Measurement and Quality: Measurement of the volume and the heating value of the gas purchased hereunder shall be made at the Nomination Point(s) in accordance with the standards and procedures of transporting pipeline(s). The gas delivered at the Nomination Point(s) shall meet the tariff specifications of the receiving pipeline(s). All other warranties of quality or fitness for a particular purpose are expressly disclaimed.

5. Billing and Pricing: "Fixed" Price applies to Monthly Contracted Quantities ("MCQ") only. The MCQ is set forth in Attachment A. To the extent that Buyer's requirements exceed MCQ ("Additional Gas") or the daily allotment thereof, those requirements shall be served at the Cost + Price. To the extent that Buyer's requirements are below MCQ or the daily allotment thereof, then Buyer will be invoiced for the MCQ at the fixed price, and credited for the difference between MCQ and amount used ("Surplus Gas") at the Cost + Price. "Fixed" Price and "Cost + Price" are set forth on the front page of this Contract. "Cost" includes the amounts paid by Metromedia Energy for the Additional Gas, or in the case of a credit back to the Buyer, as paid to Metromedia Energy for the Surplus Gas, plus associated carrying charges.

6. Billing and Payments: Seller shall invoice Buyer each month for gas delivered and any LDC charges paid by Seller since the last invoice. If Buyer's cycle billed by the LDC, monthly price will be established on the closing date of the billing cycle. Buyer shall pay Seller's invoice within fifteen (15) days after the invoice date. If Buyer fails to pay any amount due Seller when same is due, interest shall accrue at 1.5% per month or the maximum lawful rate, whichever is less, from the date that such payment is due until the same is paid, compounded daily. Buyer shall also pay all reasonable attorney fees, court costs, or other expenses that Seller incurs in collecting overdue payments. Buyer shall provide adequate assurances upon reasonable request by Seller pursuant to the Uniform Commercial Code or other applicable state commercial contract statutes. If Buyer defaults on any of its obligations under this Contract, Seller may, in addition to other legal remedies, suspend deliveries or terminate this Contract. Customers will receive adequate prior notice of termination of gas supply services. Notifications will be sent at least fifteen (15) days before discontinuation of supply service to allow customers the opportunity to pay the overdue bill or request service from another provider.

7. Dispute Resolution: Any dispute you or your company has about MME's charges can be directed to Metromedia Energy at (800) 828-8427 or by mail to Metromedia Energy, Customer Service Center, 8 Industrial Way, Easton town, NJ 07724. In the event of a dispute, seller will attempt in good faith to resolve the dispute with buyer. If seller cannot resolve the dispute, buyer may submit the dispute for review by the small claims court.

Version: New England 07.15.10.03  
Contract No: 146305632011621 N

8. Taxes: The price stated herein is inclusive of all taxes levied on the production or transportation of the gas prior to its delivery at the Nomination Point(s), and all such taxes shall be borne and paid exclusively by Seller. The price does not include any federal, Indian, state, or local sales, use, franchise or consumption taxes, or similar taxes which now or hereafter may be imposed on the transfer of title or possession of the gas to Buyer or on Buyer's subsequent use or disposition thereof. Any such taxes shall be paid by Buyer directly to the taxing authority unless Seller is required by law to collect and remit such taxes, in which case Buyer shall reimburse Seller for all amounts so paid. If Buyer claims exemption from any such taxes, Buyer shall provide Seller a proper exemption certificate. In addition, Buyer agrees to reimburse Seller for all taxes and fees imposed upon Seller by the State or any agency or municipality related to the performance of this Contract.

9. Force Majeure: If either party is unable to perform its obligations under this Contract due to force majeure, performance of such obligations shall be suspended until the force majeure is corrected. The party claiming such inability shall initially give oral notice followed by written notice hereof to the other party as soon as practicable after the occurrence of the force majeure. Force majeure shall mean acts of God, strikes, lightning, fire, floods, explosions, storms, or storm warnings, breakage of machinery or pipelines, freezing of wells or pipelines, sudden failure of gas supply, failure or curtailment of firm transportation, and any other non-financial cause not within the control of the party claiming force majeure. During any curtailment caused by force majeure, Seller's available supplies at the affected points shall be prorated, based on nominated volumes, among Seller's firm customers receiving gas at those points.

10. Confidentiality: Both parties shall keep the terms of this Contract confidential, except as may be required to effectuate transportation of the gas or to meet the requirements of a regulatory agency having jurisdiction over the matter for which information is sought.

11. Waiver: No waiver or consent, express or implied, by Buyer or Seller of any default of the other party in the performance of any provision herein shall operate as a waiver of any subsequent default, whether of the like or different character.

12. Notices: All notices to be given hereunder shall be in writing and sent by pre-paid mail or facsimile, addressed to the respective parties at the addresses specified on the first page or at such other addresses as they shall respectively designate in writing from time to time.

13. Transfer: This Contract will inure to and bind the successors and assigns of the parties, and neither party shall assign its rights, obligations or interests hereunder without the written consent of the other party, which consent shall not be unreasonably withheld. Any party's transfer in violation of this provision is void.

14. Consumer Information: (Applicable in New Hampshire only) The service provided by MME are protected by the terms and conditions of this natural gas sales agreement. Should the buyer have any questions or require additional information regarding this agreement, the buyer can contact the seller at 1-800-U-BUY-GAS (1-800-828-8427). Buyer may also request information from the New Hampshire Public Utilities Commission, 6 Old Suncook Road, Concord, NH 03301 - Tel: 1-803-271-2431.

15. Entire Agreement & Law: This is the complete Contract between the parties and can only be amended in writing. This Agreement shall be governed by and construed in accordance with laws of the State of New Jersey.

16. Term: The initial term of this Agreement shall commence and become effective as of the first date of service and continue for the term stated on the reverse of this Agreement. At the conclusion of the initial term and any subsequent terms, this Agreement is "evergreen" in that it will be automatically renewed for a like term at a rate equal to market price (MME's cost) plus a management fee for \$0.06 per therm. Nothing herein shall restrict either party from exercising their termination rights at any time after the end of the initial term, on thirty (30) days written notice to the other party.

17. Auditing: Each party has the right, at its sole expense and during normal working hours, to examine the books, records and charts of the other party as necessary to verify the accuracy of any statement, charge, notice or computation made pursuant to the provisions of this Contract. If any such examination reveals any inaccuracy in any statement or payment, the necessary adjustments shall be made promptly.



[Redacted signature area]

Attachment A  
 Contract No. 146305632011621  
 Monthly Contract Quantities ("MCQ")  
 (In therms)

To the extent Buyer has elected a fixed price, that price applies to Buyer's requirements up to the volumes set forth below only. To the extent a greater or lesser amount is required by Buyer, pricing is subject to the Cost + Price pursuant to paragraph 5.

Account Number / Service Address								Pipeline: TGP 200 L Delivered			
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

[Redacted]										Meter: [Redacted]		Capacity:	
123.9													
1855	1862	1403	1097	525	191	145	171	158	809	1255	1628		
[Redacted]										Meter No. [Redacted]		Capacity: 89.4	
1600	1546	1142	890	509	293	228	297	295	700	1225	1530		

[Redacted Signature] 6/21/11  
 Signature Date





EXHIBIT E: Statement on Aggregator Registration

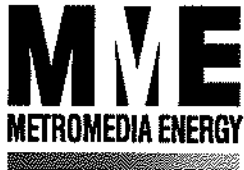


EXHIBIT E

February 23, 2012

Statement on Aggregator Registration

Energy Express d/b/a Metromedia Energy, Inc. has agreements with “aggregators”, as defined by Puc 3002.02, to provide service to New Hampshire customers. Pursuant to Puc 3003.03 (d), the aggregators and number of customers served are filed separately on a confidential basis.

The registration of each aggregator with the PUC was not verified prior to entering into these agreements. The company was not aware at these times that PUC registration was required by providers of aggregation services.

A handwritten signature in cursive script, reading 'Gordon L. Pozza', written over a horizontal line.

Gordon L. Pozza  
Director of Regulatory Affairs  
Metromedia Energy, Inc.

EXHIBIT F: Statement of Delegated Authority



EXHIBIT F

February 23, 2012

Statement of Delegated Authority

I hereby certify that Gordon Pozza has the authority to file this Natural Gas Supplier Renewal Registration Application on behalf of Metromedia Energy, Inc. and that its contents are truthful and complete to the best of his knowledge.

Sincerely,

A handwritten signature in black ink, appearing to read 'Laurence Morris', is written over a horizontal line. The signature is stylized with several loops and a long tail that extends downwards and to the right.

Laurence Morris  
Senior Vice President and CFO  
Metromedia Energy, Inc.