



HPUC 22 JUL '15 PM 12:45

July 20, 2015

Debra Howland, Executive Director  
New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, N.H. 03301

**RE: Reliant Energy Northeast LLC Competitive Electric Power Supplier Registration**

Dear Ms. Howland,

Enclosed please find Reliant Energy Northeast LLC's ("Reliant") application to become a Competitive Electric Power Supplier (CEPS) pursuant to **Puc 2003** and **Puc 2006**.

Reliant has been an energy retailer serving natural gas and/or electricity customers since 2010. The company is also licensed as an electric supplier in New Jersey, New York, Connecticut, Pennsylvania, Massachusetts, Maryland, Illinois, Delaware, Washington D.C, Ohio, and Virginia.

Reliant's parent company, NRG Energy Inc. ("NRG"), also owns Reliant Energy Retail Services LLC, US Retailers LLC, Everything Energy LLC, Green Mountain Energy Company, Energy Plus Holdings LLC, Independence Energy Group LLC and Energy Plus Natural Gas LLC. Through its competitive retail provider affiliates, NRG serves nearly 3 million recurring retail customers. NRG's diverse power generating facilities can generate over 52,000 megawatts.

Reliant plans to serve as a CEPS in New Hampshire and leverage the experience and processes of its parent company, NRG, and its affiliates. Applicant and NRG bring together an experienced management team and a highly qualified technical staff.

Reliant and its parent company, NRG, have the necessary technical and managerial resources to enter into and comply with contracts to purchase capacity and energy, or ancillary services, as may be required, to provide adequate electricity to all of Applicant's customers.

NRG's and Reliant's management and operations teams have first-hand knowledge of customer operations and utility business management and will draw on their technical and managerial expertise to successfully provide service to New Hampshire customers.

At the time of this filing, Reliant is seeking a Competitive Electric Power Supplier License and does not intend to market until all EDI testing is complete.

In addition, enclosed for filing is an original and two copies of the application, an electronic copy in PDF format on CD, and a check for \$500 for the registration fee.

Should you have any questions or require additional information, please contact me at 609.280.7701 or via email at [NERetailRegulatory@nrg.com](mailto:NERetailRegulatory@nrg.com) or 3711 Market Street, Suite 1000 Philadelphia, PA 19104.

Sincerely,

A handwritten signature in black ink, appearing to read "John Holtz". The signature is stylized with a large, circular initial "J" and a long horizontal stroke extending to the right.

John Holtz  
Director – Market Development

Enclosure

## Registration of Competitive Electric Power Supplier in the State of New Hampshire

The registration application required by Puc 2003.01(a) and Puc 2003.02(b) shall include the following:

**(1) The legal name of the applicant as well as any trade name(s) under which it intends to operate in this state, and, if available, its website address;**

Legal Name: Reliant Energy Northeast LLC (Applicant) doing business as NRG Home, NRG Business, and NRG Retail Solutions

**(2) The applicant's business address, telephone number, e-mail address, and website address, as applicable;**

Address: 3711 Market Street  
10<sup>th</sup> Floor  
Philadelphia, PA 19104

Telephone Number: (855) 500-8703

E-mail: [support@nrghomepower.com](mailto:support@nrghomepower.com)

Website: [www.nrghomepower.com](http://www.nrghomepower.com)

**(3) The applicant's place of incorporation, if anything other than an individual;**

Applicant is a Delaware limited liability company. Applicant's certificate of organization was issued June 24, 2010.

**(4) 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) if the applicant is anything other than an individual;**

Applicant's principals are listed below:

<b>Name</b>	<b>Title</b>	<b>Business address</b> (c/o NRG Energy, Inc.)
Doyle, Clare H.	Vice President	1201 Fannin Houston, Texas 77002 Tel: (713)537-2251 E-Mail: <a href="mailto:CDoyle@nrg.com">CDoyle@nrg.com</a>
Farber, Heather	Vice President	3711 Market Street, 10th Floor Philadelphia, PA 19104 Tel: (267)295-0875 E-Mail: <a href="mailto:Heather.Farber@nrg.com">Heather.Farber@nrg.com</a>
Garcia, G. Gary	Vice President & Treasurer	211 Carnegie Center Drive Princeton, NJ 08540

		Tel: (609)524-5366 E-Mail: Gary.Garcia@nrg.com
Gaudette, Robert J.	Vice President	1201 Fannin Houston, Texas 77002 Tel: (713)537-1187 E-Mail: Robert.Gaudette@nrg.com
Keane, Daniel M.	Vice President, Tax	211 Carnegie Center Drive Princeton, NJ 08540 Tel: (609)524-4695 E-Mail: Daniel.Keane@nrg.com
Killinger, Elizabeth R.	President	1201 Fannin Houston, Texas 77002 Tel: (713)537-2669 E-Mail: Elizabeth.Killinger@nrg.com
Thomas, Robert P.	Vice President & Secretary	300 W. 6 <sup>th</sup> St., Suite 1600 Austin, Texas 78705 Tel: (512)691-6120 E-Mail: Robert.Thomas@nrg.com

**(5) The following regarding any affiliate and/or subsidiary of the applicant that is conducting business in New Hampshire:**

Applicant does not have any affiliate and/or subsidiary that is conducting business in New Hampshire.

- a. The name, business address and telephone number of the entity;**
- b. A description of the business purpose of the entity; and**
- c. A description of any agreements with any affiliated New Hampshire utility;**

**(6) The telephone number of the applicant's customer service department or the name, title, telephone number and e-mail address of the customer service contact person of the applicant, including toll free telephone numbers if available;**

Customer Service Contact Person

Name: Marion Stabile

Title: Senior Manager, Customer Service

Tel: (855) 500-8703

E-Mail: Marion.Stabile@nrg.com

**(7) The name, title, business address, telephone number, and e-mail address of the individual responsible for responding to commission inquiries;**

Name: John Holtz

Title: Director- Market Development & Regulatory Affairs

Address: 3711 Market Street

10<sup>th</sup> Floor

Philadelphia, PA 19104

Tel: (609) 280-7701

E-Mail: NRGRetailRegulatory@nrg.com



**(8) The name, title, business address, telephone number and e-mail address of the individual who is the applicant's registered agent in New Hampshire for service of process;**

Name: CT Corporation System

Address: 9 Capitol Street  
Concord, NH 03301  
(Merrimack Co.)

Tel: (603) 224-2341

E-Mail: ct-statecommunications@walterskluwer.com

**(9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state, if anything other than an individual;**

Please see Attachment A

**(10) A listing of the utility franchise areas in which the applicant intends to operate. To the extent an applicant does not intend to provide service in the entire franchise area of a utility, this list shall delineate the cities and towns where the applicant intends to provide service;**

Reliant Energy Northeast LLC intends to operate in the following franchise areas:

Eversource Energy

Liberty Utilities

Unitil Energy Systems, Inc.

**(11) A description of the types of customers the applicant intends to serve, and the customer classes as identified in the applicable utility's tariff within which those customers are served;**

Reliant Energy Northeast LLC intends to serve Residential and Small Commercial customers.

**(12) A listing of the states where the applicant currently conducts business relating to the sale of electricity;**

Please see chart below indicating Reliant Energy Northeast LLC's business in other states.

State	Reliant Energy Northeast LLC 3711 Market Street, 10th Floor Philadelphia, Pa 19104	
NY	Electric and Natural Gas: Licensed - no license # given	
CT	Electric: Dkt. No. 11-05-20	
PA	Electric: A-2010-2192350	Natural Gas: Pending
NJ	Electric: ESL-0093	
MA	Electric: CS-081	
MD	Electric: IR-2058	Natural Gas: IR- 3485
IL	Electric: DOCKET NO. 11-0504	Natural Gas: Docket 15-0179
DE	Electric: Order #7894/8035	
DC	Electric: EA 10-15	
OH	Electric: 11-401E(1)	
VA	Electric: E-32	

**(13) A listing disclosing the number and type of customer complaints concerning the applicant or its principals, if any, filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency for the most recent calendar year in every state in which the applicant has conducted business relating to the sale of electricity;**

Please See Attachment B

**(14) A statement as to whether the applicant or any of the applicant's principals, as listed in a. through c. below, have ever been convicted of any felony that has not been annulled by a court:**

Reliant Energy Northeast LLC nor any of its managers or members have been convicted of any felony that has not been annulled by a court.

- a. For partnerships, any of the general partners;
- b. For corporations, any of the officers, directors or controlling stockholders; or
- c. For limited liability companies, any of the managers or members;

**(15) A statement as to whether the applicant or any of the applicant's principals:**

- a. Has, within the 10 years immediately prior to registration, had any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation;

Reliant Energy Northeast LLC has not had any civil, criminal or regulatory sanction or penalties imposed against it.

- b. Has, within the 10 years immediately prior to registration, settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation; or

Reliant Energy Northeast LLC has not settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

- c. Is currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation;

Reliant Energy Northeast LLC is not the subject of any pending civil, criminal, or regulatory investigation or complaint.

**(16) If an affirmative answer is given to any item in (14) or (15) above, an explanation of the event;**

N/A

**(17) For those applicants intending to telemarket, a statement that the applicant shall: N/A**

- a. Maintain a list of consumers who request being placed on the applicant's do-not-call list for the purposes of telemarketing;
- b. Obtain monthly updated do-not-call lists from the National Do Not Call Registry; and

**c. Not initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or customers who are listed on the National Do Not Call Registry;**

**(18) For those applicants that intend not to telemarket, a statement to that effect;**

Reliant Energy Northeast LLC does not intend to telemarket.

**(19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utility's billing service;**

Reliant Energy Northeast LLC intends to use the utility's billing service.

**(20) A copy of each contract to be used for residential and small commercial customers;**

Please See Attachment C

**(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and**

Please See Attachment D

**(22) The signature of the applicant or its representative.**

Please See Attachment D

Attachment A  
State of New Hampshire

Filed  
Date Filed: 02/05/2015  
Business ID: 720958  
William M. Gardner  
Secretary of State

Filing fee: \$ 50.00  
Fee for Form SRA: \$ 50.00  
Total fees: \$100.00  
Use black print or type.

For  
RSA 304-C:175

APPLICATION FOR REGISTRATION AS A  
FOREIGN LIMITED LIABILITY COMPANY

PURSUANT TO THE PROVISIONS of the New Hampshire Limited Liability Company laws, the undersigned hereby applies for registration to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the limited liability company is Reliant Energy Northeast LLC

SECOND: The name which it proposes to register and do business in New Hampshire is \_\_\_\_\_

THIRD: It is formed under the laws of Delaware

FOURTH: The date of its formation is June 24, 2010

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is \_\_\_\_\_  
retail electricity sales and related activities

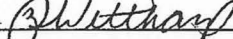
SIXTH: The name of its registered agent **in New Hampshire** is C T Corporation System  
and the **street address**, town/city (including zip code and post office box, if any) of its registered office is  
(agent's business address **in New Hampshire**) 9 Capitol Street, Concord, NH 03301

SEVENTH: The sale or offer for sale of any ownership interests in this business will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B).

State of New Hampshire  
Form FLLC 1 - Application for Foreign Registration FLLC 4 Page(s)



T1503745021

\*Signature: 

Print or type name: Lynne P. Wittkamp, Assistant Secretary

Title: of Reliant Energy Retail Holdings, LLC (Member)

Date signed: January 29, 2015

Complete address of person signing: 211 Carnegie Center

Princeton, New Jersey 08540

To receive your ANNUAL REPORT REMINDER NOTICE by email, please enter your email address here:  
\_\_\_\_\_

\* Shall be executed on behalf of the foreign limited liability company by a person with authority to do so under the laws of the state or other jurisdiction of its formation, or, if the foreign limited liability company is in the hands of a receiver, executor, or other court appointed fiduciary, trustee, or other fiduciary, it must be signed by that fiduciary.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mail fees, DATED AND SIGNED ORIGINAL AND FORM SRA to: Corporation Division, Department of State, 107 North Main Street, Concord NH 03301-4989. Physical location: 25 Capitol Street, 3<sup>rd</sup> Floor, Concord, NH 03301.



# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RELIANT ENERGY NORTHEAST LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTIETH DAY OF JANUARY, A.D. 2015.

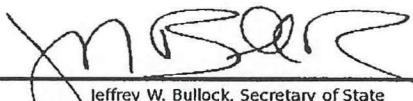
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4840509 8300

150124337

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 2083357

DATE: 01-30-15

**Form SRA – Addendum to Business Organization and Registration Forms  
Statement of Compliance with New Hampshire Securities Laws**

**Part I – Business Identification and Contact Information**

Business Name: Reliant Energy Northeast LLC

Business Address (include city, state, zip): 211 Carnegie Center, Princeton, New Jersey 08540

Telephone Number: (609) 524-4500 E-mail: elizabeth.mccormack@nrg.com

Contact Person: Elizabeth McCormack

Contact Person Address (if different): \_\_\_\_\_

**Part II – Check ONE of the following items in Part II.** If more than one item is checked, the form will be rejected. **[PLEASE NOTE:** Most small businesses registering in New Hampshire qualify for the exemption in Part II, Item 1 below. **However,** you must insure that your business meets all of the requirements spelled out in A), B), and C)]:

1. \_\_\_\_\_ Ownership interests in this business are exempt from the registration requirements of the state of New Hampshire because the business meets ALL of the following three requirements:
  - A) This business has **10 or fewer owners**; and
  - B) Advertising **relating to the sale of ownership interests** has not been circulated; and
  - C) Sales of ownership interests – if any – will be **completed within 60 days** of the formation of this business.
2. \_\_\_\_\_ This business will offer securities in New Hampshire under another exemption from registration or will notice file for federal covered securities. Enter the citation for the exemption or notice filing claimed - \_\_\_\_\_.
3. \_\_\_\_\_ This business has registered or will register its securities for sale in New Hampshire. Enter the date the registration statement was or will be filed with the Bureau of Securities Regulation - \_\_\_\_\_.
4.  This business was formed in a state other than New Hampshire and will not offer or sell securities in New Hampshire.

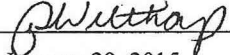
**Part III – Check ONE of the following items in Part III:**

1.  This business **is not being** formed in New Hampshire.
2. \_\_\_\_\_ This business **is** being formed in New Hampshire and the registration document states that any sale or offer for sale of ownership interests in the business will comply with the requirements of the New Hampshire Uniform Securities Act.

**Part IV – Certification of Accuracy**

(NOTE: The information in Part IV must be certified by: 1) all of the incorporators of a corporation to be formed; or 2) an executive officer of an existing corporation; or 3) all of the general partners or intended general partners of a limited partnership; or 4) one or more authorized members or managers of a limited liability company; or 5) one or more authorized partners of a registered limited liability partnership or foreign registered limited liability partnership.)

I (We) certify that the information provided in this form is true and complete. (Original signatures only)

Name (print): Lynne P. Wittkamp, Assistant Secretary of Signature:   
Reliant Energy Retail Holdings, LLC (Member) Date signed: January 29, 2015

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

Name (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Date signed: \_\_\_\_\_





NY AG	Complaints	0	0	0	0	0	0	0	0	0	0	0	0
	Cbase %	0.000 0%	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %
NY PSC	Complaints	0	0	0	0	0	0	0	0	0	0	0	1
	Cbase %	0.000 0%	0.0000 %	0.0000 %	3.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.2096 %
OH AG	Complaints	0	0	0	0	0	0	0	0	0	0	0	0
	Cbase %	0.000 0%	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %
OH PUCO	Complaints	0	0	0	0	0	1	0	1	6	3	0	3
	Cbase %	0.000 0%	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0058 %	0.0000 %	0.0058 %	0.0350 %	0.0175 %	0.0000 %	0.0175 %
PA AG	Complaints	0	0	0	0	0	0	0	0	0	1	0	0
	Cbase %	0.000 0%	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0004 %	0.0000 %	0.0000 %
PA PUC	Complaints	0	0	2	1	1	1	5	5	6	5	0	6
	Cbase %	0.000 0%	0.0000 %	0.0009 %	0.0004 %	0.0004 %	0.0004 %	0.0022 %	0.0022 %	0.0026 %	0.0022 %	0.0000 %	0.0026 %
PA Agencies	Complaints	0	0	0	0	0	0	0	0	0	0	0	0
	Cbase %	0.000 0%	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %	0.0000 %
Total	Complaints	0	0	2	2	6	5	7	10	17	23	6	24
	Cbase %	0.000 0%	0.0000 %	0.0005 %	0.0005 %	0.0014 %	0.0012 %	0.0017 %	0.0024 %	0.0041 %	0.0055 %	0.0014 %	0.0057 %



<b>Agent/Complaint</b>	<b># of Complaints</b>
<b>Better Business Bureau</b>	<b>4</b>
Billing/High Rate	1
Disputed Enrollment	2
Quality of Service	1
<b>CT DPUC</b>	<b>11</b>
Billing/High Rate	7
Disputed Enrollment	2
Quality of Service	2
<b>IL ICC</b>	<b>25</b>
Billing/High Rate	7
Disputed Enrollment	15
Service Termination	3
<b>MA AG</b>	<b>1</b>
Disputed Enrollment	1
<b>MA DPU</b>	<b>11</b>
Billing/High Rate	3
Disputed Enrollment	6
General Complaint	1
Service Termination	1
<b>MD PSC</b>	<b>2</b>
Billing/High Rate	1
Quality of Service	1
<b>NY PSC</b>	<b>1</b>
Disputed Enrollment	1
<b>OH PUCO</b>	<b>14</b>
Billing/High Rate	8
Disputed Enrollment	5
General Complaint	1
<b>PA AG</b>	<b>1</b>
Disputed Enrollment	1
<b>PA PUC</b>	<b>32</b>
Billing/High Rate	11
Disputed Enrollment	20
General Complaint	1





**TERMS OF SERVICE FOR RESIDENTIAL  
AND SMALL COMMERCIAL ELECTRICITY SUPPLY**

We appreciate your business. This document is a contract between us, NRG Home, and you that allows us to switch your electricity account(s) to our service. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services.

<b>Summary of Important Information</b>	
<b>Length of Your Commitment</b>	<b>XX months, then month-to-month.</b>
<b>Price for Your Electricity</b>	<b>You'll receive a fixed price of \$X.XXXXX per kWh for your first XX bills and your price will be variable after that.</b>
<b>Applicable Fees</b>	<b>An early cancellation fee of \$10 per month remaining on the fixed price portion of this contract applies, if you cancel your service during the first XX billing cycles. There is no fee if you cancel during the variable price portion of this contract.</b>
<b>Your Right to Rescind</b>	<b>If you first received this contract by personal or electronic delivery, you have 3 business days to rescind this contract. If you first received this contract by U.S. mail, you have 5 business days from the postmarked date to rescind this contract. This is called your "Right to Rescind" period, which means you will not start service with us until after this period.</b>
<b>Your Right to Cancel</b>	<b>Once service has started, you may cancel by contacting us. It may take one or two billing cycles before the cancellation is finalized, depending on your utility's timeframes.</b>

**A. Important Information**

**Length of Your Commitment:** **XX** months, then month-to-month. We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period. Our service will continue until either of us cancels the contract. You have the right to switch to your utility's default energy service or another Competitive Electric Power Supplier (CEPS) subject to the terms of this agreement.

**Price for Your Electricity:** Your fixed electricity supply price will be \$X.XXXXX per kWh for the first **XX** billing cycles with us. After that, your prices with us will be variable. We will determine the variable supply price in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. For your reference, our electricity supply prices include generation charges, but





## TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY

they do not include the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, taxes, or other utility fee or charge. If you enrolled in a plan with a percentage of green power, your price includes the cost for us to purchase Renewable Energy Certificates.

The price per kWh does not vary depending on your electricity usage. Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate. No matter what, we will not increase your variable price in any given month by more than 30% from the prior month's supply price.

**Applicable Fees:** *An early cancellation fee of \$**{10}** per month remaining on fixed price portion of this contract applies. If you cancel your service during the first **XX** billing cycles, we can charge you no more than \$**{10}** multiplied by the number of months remaining on the fixed supply price term as of the effective date of your cancellation, and we may decide not to collect applicable fees. There is no fee if you cancel during the variable price portion of this contract. If you are currently in a contract with another electric supplier, the request to switch you to our service will automatically cancel your service with the other electric supplier. You are responsible for any penalties the other electric supplier may charge.*

**Right to Rescind:** **If you first received this contract by personal or electronic delivery, you have until**

**midnight of the third business day to rescind this contract. If you first received this contract by U.S. mail, you have 5 business days from the postmarked date to rescind this contract. This is called your "Right to Rescind" period, which means you can cancel your request to switch electricity service and never start service with us. You may rescind by contacting us at the telephone number or email address listed below. This contract is not binding until your "Right to Rescind" period has ended with no action on your part to rescind the contract.**

**Your Right to Cancel:** You may cancel this contract by calling us at our contact information listed below. However, we may charge you an early cancellation fee if you cancel during your first **XX** billing cycles. There is no fee or charge if you cancel during the variable price portion of this contract. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us. If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date.

**Our Right to Cancel:** We have the right to cancel this contract for any reason as long as we give you thirty days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an





## TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY

opportunity to fix this condition within the thirty days. Your utility will control the effective date of our cancellation request, but this is usually the next date that your meter is read. If your utility terminates your service, this contract will be automatically cancelled.

**Your Authorization to Release Your Information:** This contract provides authorization for your utility to release all information regarding your electricity account to us, including electricity usage. When you sign up, we also collect certain personal and confidential information from you, including but not limited to your name, address, email, telephone number, and individual customer payment information (if applicable). Before releasing your personal or utility information for marketing purposes, we will obtain your written authorization. Please note that you cannot restrict the release or use of your personal and utility information by us or our affiliates for our everyday business purposes, which includes processing your enrollment, maintaining your account, administering any rewards program, communicating with you about your account, and responding to court orders and legal investigations.

**Low Income Assistance:** Certain residential customers may qualify for bill payment assistance based on income. Contact your utility for a list of eligibility requirements and program application, or visit the website of the New Hampshire Public Utilities Commission at <http://www.puc.nh.gov/consumer/electrificationassistanceprogram.htm>

You may also contact your local Community Action Agency to learn more about your energy assistance options. For more information, visit: <https://www.nh.gov/oep/energy/programs/fuel-assistance/agencies.htm>

**Electronic Communication:** If you provide us with your Email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information. If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

**Billing:** Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. You are responsible for paying your bill by the due date set by your utility and are responsible for any late payment fee, interest, or finance charges your utility assesses for late payments. **Please note: if you have a Net Meter and elect to enroll with us you will no longer receive energy credits from your utility.**

You also agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill. If we do not hear from you, you are agreeing that the billed amounts are





## TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY

correct and you are waiving any right to dispute the billed amounts to the extent permitted by law.

**Taxes:** Any applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

**Contract Details:** Our full, legal name is Reliant Energy Northeast LLC d/b/a NRG Home and NRG Retail Solutions, but we have used "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer to you, the customer. This contract is for the sale and purchase of all of your electricity for the residential account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your electricity supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your electricity needs as required by your "utility", which we use to refer to your local distribution company. Your utility is responsible for the delivery of electricity to you, and we are not. This contract and the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

**Contract Changes:** If we propose a material change to the terms of this contract, we will notify you in advance and explain your options going forward.

We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

**Customer Complaints:** If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the Consumer Affairs Division of the PUC regarding your rights and responsibilities. The PUC's contact information is listed below.

**Do Not Call Registry:** The National Do Not Call Registry gives you a choice about whether to receive telemarketing calls at home. Call 1-888-382-1222 or visit [www.donotcall.gov](http://www.donotcall.gov) for information on adding your information to the list.

### **CONTACT INFORMATION:**

#### **NRG HOME:**

**We are registered as a Competitive Electric Power Supplier (CEPS) with the New Hampshire Public Utilities Commission xxxxx (Docket No. XX-XXX)**

Internet address:

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

Mailing address: P.O. Box 38781,  
Philadelphia, PA 19104

Email address:

[support@nrghomepower.com](mailto:support@nrghomepower.com)



**TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY**

Telephone number: 1-855-500-8703  
Fax: 1-866-472-1415

NH Seacoast Electric - 800-582-7276

**YOUR UTILITY:**

**If you experience a power outage or other emergency, a problem with your electric meter or any other service need, please contact your local utility at the emergency number below.**

<u>Eversource Energy (PSNH)</u>	Customer Service -	800-662-7764
	Emergencies-	800-662-7764
<u>Liberty Utilities</u>	Customer Service -	1-800-375-7413
	Emergencies -	1-855-349-9455
<u>Unitil</u>	NH Capital Electric -	800-852-3339

**NEW HAMPSHIRE PUC:**

Internet address:  
<http://www.puc.state.nh.us/>

Mailing address:  
Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord NH 03301-2429

Phone: (603) 271-2431  
Fax: (603) 271-3878  
Email: [puc@puc.nh.gov](mailto:puc@puc.nh.gov)  
Consumer Affairs Division: 1-800-852-3793  
TDD Access-Relay NH: 1-800-735-2964  
Monday through Friday from 8:00 a.m. to 4:30 p.m.

**B. Other Important Information**

**Assignment:** We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

**No Reliance:** You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own

advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

**Force Majeure:** We will use commercially reasonable efforts to provide electricity supply to you pursuant to this contract, but we do not guarantee a continuous supply of electricity. Certain





**TERMS OF SERVICE FOR RESIDENTIAL  
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Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units or transmission facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

**Severability:** Each provision of this contract is made subject to the maximum extent permitted by law. If any are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an equitable adjustment to or an amendment of the affected provisions with you with a view toward affecting the purpose of this contract. In this case, the validity and enforceability of the remaining provisions shall not be affected.

**LIMITATIONS ON WARRANTY AND DAMAGES:** THE ELECTRICITY PROVIDED UNDER THIS CONTRACT WILL MEET THE

QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY NEW HAMPSHIRE LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

**ARBITRATION AND WAIVER OF JURY TRIAL:** TO THE FULLEST EXTENT PERMITTED BY NEW HAMPSHIRE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY,





## TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY

BROUGHT AS A SMALL CLAIMS ACTION IN THE DISTRICT OR MUNICIPAL COURTS OF NEW HAMPSHIRE PURSUANT TO N.H. REV. STAT. ANN. CH. 503, IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF THE COURT'S JURISDICTION. BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN THROUGH A SMALL CLAIMS ACTION, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION. THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING

JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Other Provisions:** This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff or policy changes. This contract is made and shall be construed in accordance with the laws of New Hampshire. There are no third party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.

NRG-NH-PEF01-201XXXXXX



ATTACHMENT C

TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY

We appreciate your business. This document is a contract between us, NRG Home, and you that allows us to switch your electricity account(s) to our service. It describes the nature of our service with you and provides important information for you to be aware of. We will begin supplying your electricity under this contract, but your utility will continue to be responsible for delivering your electricity and sending you a bill for both of our services.

Table with 2 columns: Category and Description. Categories include Length of Your Commitment, Price for Your Electricity, Applicable Fees, Your Right to Rescind, and Your Right to Cancel.

A. Important Information

Length of Your Commitment: Month-to-Month. We will begin providing service to you after your utility processes our request to switch your service. The switch will not occur before the expiration of your "Right to Rescind" period. Our service will continue until either of us cancels the contract. You have the right to switch to your utility's default energy service or another Competitive Electric Power Supplier (CEPS) subject to the terms of this agreement.

Price for Your Electricity: The promotional electricity supply price you

will receive during your first [three] billing cycle[s] with us will be \$X.XXXXXX per kWh. After that, your prices with us will be variable. We will determine the variable supply price in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. For your reference, our electricity supply prices include generation charges, but they do not include the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, taxes, or other utility fee or





## TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY

charge. If you enrolled in a plan with a percentage of green power, your price includes the cost for us to purchase Renewable Energy Certificates.

The price per kWh does not vary depending on your electricity usage. Our current and historical prices are not an indicator of our future prices and we do not guarantee any savings. Our prices may be higher than your utility's supply rate. No matter what, we will not increase your variable price in any given month by more than 30% from the prior month's supply price.

**Applicable Fees:** *None.* If you are currently in a contract with another electric supplier, the request to switch you to our service will automatically cancel your service with the other electric supplier. You are responsible for any penalties the other electric supplier may charge.

**Right to Rescind:** **If you first received this contract by personal or electronic delivery, you have until midnight of the third business day to rescind this contract. If you first received this contract by U.S. mail, you have 5 business days from the postmarked date to rescind this contract. This is called your "Right to Rescind" period, which means you can cancel your request to switch electricity service and never start service with us. You may rescind by contacting us at the telephone number or email address listed below. This contract is not binding until your "Right to Rescind" period**

**has ended with no action on your part to rescind the contract.**

**Your Right to Cancel:** You may cancel this contract by calling us at our contact information listed below. We will request that the utility cancel your service with us, but the utility controls the effective date of your cancellation. The effective date is usually the next date that your meter is read after the utility has processed our request to cancel your service with us. If you do cancel this contract, you may forfeit some of the rewards that we describe in your Welcome Confirmation, and you will be responsible for unpaid balances as of the cancellation date.

**Our Right to Cancel:** We have the right to cancel this contract for any reason as long as we give you thirty days' written notice, but if we are canceling the contract due to your conduct or your breach of this contract, you will have an opportunity to fix this condition within the thirty days. Your utility will control the effective date of our cancellation request, but this is usually the next date that your meter is read. If your utility terminates your service, this contract will be automatically cancelled.

**Your Authorization to Release Your Information:** This contract provides authorization for your utility to release all information regarding your electricity account to us, including electricity usage. When you sign up, we also collect certain personal and confidential information from you, including but not limited to your name, address, email, telephone number, and individual customer





## TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY

payment information (if applicable). Before releasing your personal or utility information for marketing purposes, we will obtain your written authorization. Please note that you cannot restrict the release or use of your personal and utility information by us or our affiliates for our everyday business purposes, which includes processing your enrollment, maintaining your account, administering any rewards program, communicating with you about your account, and responding to court orders and legal investigations.

**Low Income Assistance:** Certain residential customers may qualify for bill payment assistance based on income. Contact your utility for a list of eligibility requirements and program application, or visit the website of the New Hampshire Public Utilities Commission at <http://www.puc.nh.gov/consumer/electrificationassistanceprogram.htm>

You may also contact your local Community Action Agency to learn more about your energy assistance options. For more information, visit: <https://www.nh.gov/oep/energy/programs/fuel-assistance/agencies.htm>

**Electronic Communication:** If you provide us with your Email address, you are consenting to this contract and other forms of communication being provided to you in electronic form and you must provide us with any update to your valid Email address should it change. You are required to notify us of any change in Email address and/or any withdrawal of consent for the electronic transmission of contracts or other customer information.

If you enroll electronically, please note that our website and application is best viewed in Internet Explorer 9.0 or higher.

**Billing:** Your local utility is responsible for sending you a bill that includes the charges for our service and charges for the utility's service. You are responsible for paying your bill by the due date set by your utility and are responsible for any late payment fee, interest, or finance charges your utility assesses for late payments. **Please note: if you have a Net Meter and elect to enroll with us you will no longer receive energy credits from your utility.**

You also agree to review your bills in a timely manner, and if there are any inaccuracies with the portion of the bill for our services, you agree to notify us within ninety days after the date of the bill. If we do not hear from you, you are agreeing that the billed amounts are correct and you are waiving any right to dispute the billed amounts to the extent permitted by law.

**Taxes:** Any applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

**Contract Details:** Our full, legal name is Reliant Energy Northeast LLC d/b/a NRG Home and NRG Retail Solutions, but we have used "we", "us", or "our" to refer to ourselves for the purposes of this contract. We use "you" or "your" to refer





**TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY**

to you, the customer. This contract is for the sale and purchase of all of your electricity for the residential account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your electricity supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your electricity needs as required by your "utility", which we use to refer to your local distribution company. Your utility is responsible for the delivery of electricity to you, and we are not. This contract and the Welcome Confirmation (letter or email) you received create your entire contract with us and replace any prior oral or written statements or representations.

**Contract Changes:** If we propose a material change to the terms of this contract, we will notify you in advance and explain your options going forward. We will not change or alter the waiver of jury trial provision under any circumstances, and any changes to this contract must be made in writing.

**Customer Complaints:** If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the Consumer Affairs Division of the PUC regarding your

rights and responsibilities. The PUC's contact information is listed below.

**Do Not Call Registry:** The National Do Not Call Registry gives you a choice about whether to receive telemarketing calls at home. Call 1-888-382-1222 or visit [www.donotcall.gov](http://www.donotcall.gov) for information on adding your information to the list.

**CONTACT INFORMATION:**

**NRG HOME:**

**We are registered as a Competitive Electric Power Supplier (CEPS) with the New Hampshire Public Utilities Commission xxxxx (Docket No. XX-XXX)**

Internet address:  
[www.nrghomepower.com](http://www.nrghomepower.com)  
Mailing address: P.O. Box 38781,  
Philadelphia, PA 19104  
Email address:  
[support@nrghomepower.com](mailto:support@nrghomepower.com)  
Telephone number: 1-855-500-8703  
Fax: 1-866-472-1415

**YOUR UTILITY:**

**If you experience a power outage or other emergency, a problem with your electric meter or any other service need, please contact your local utility at the emergency number below.**

<u>Eversource</u>	Customer	800-662-
<u>Energy</u>	Service -	7764
<u>(PSNH)</u>	Emergencies-	800-662-
		7764
<u>Liberty</u>	Customer	



**TERMS OF SERVICE FOR RESIDENTIAL  
AND SMALL COMMERCIAL ELECTRICITY SUPPLY**

Utilities Service - 1-800-375-7413  
Emergencies - 1-855-349-9455  
NH Capital 800-852-3339  
Unitil Electric - 800-582-7276  
NH Seacoast Electric - 800-582-7276

Mailing address:  
Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord NH 03301-2429  
Phone: (603) 271-2431  
Fax: (603) 271-3878  
Email: [puc@puc.nh.gov](mailto:puc@puc.nh.gov)  
Consumer Affairs Division: 1-800-852-3793  
TDD Access-Relay NH: 1-800-735-2964  
Monday through Friday from 8:00 a.m. to 4:30 p.m.

**NEW HAMPSHIRE PUC:**

Internet address:  
<http://www.puc.state.nh.us/>

**B. Other Important Information**

**Assignment:** We may sell, transfer, pledge or assign the accounts, revenues or proceeds associated with this contract in connection with any financial contract, and we may assign the rights and obligations under this contract to another energy supplier consistent with applicable law. You may not assign this contract.

**No Reliance:** You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility's rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and

that you have made your own decision to enter into this contract.

**Force Majeure:** We will use commercially reasonable efforts to provide electricity supply to you pursuant to this contract, but we do not guarantee a continuous supply of electricity. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. "Force Majeure" includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units or





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transmission facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

**Severability:** Each provision of this contract is made subject to the maximum extent permitted by law. If any are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an equitable adjustment to or an amendment of the affected provisions with you with a view toward affecting the purpose of this contract. In this case, the validity and enforceability of the remaining provisions shall not be affected.

**LIMITATIONS ON WARRANTY AND DAMAGES:** THE ELECTRICITY PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY NEW HAMPSHIRE LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL,

PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS. THE LIMITATIONS IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES ARE WITHOUT REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

**ARBITRATION AND WAIVER OF JURY TRIAL:** TO THE FULLEST EXTENT PERMITTED BY NEW HAMPSHIRE LAW, ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIMS ACTION IN THE DISTRICT OR MUNICIPAL COURTS OF NEW HAMPSHIRE PURSUANT TO N.H. REV. STAT. ANN. CH. 503, IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF THE COURT'S JURISDICTION. BY ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN THROUGH A SMALL CLAIMS ACTION, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT





## TERMS OF SERVICE FOR RESIDENTIAL AND SMALL COMMERCIAL ELECTRICITY SUPPLY

A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION. THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

**Other Provisions:** This contract can change based on any future legislation, orders, rules, regulations or your local utility tariff or policy changes. This contract is made and shall be construed in accordance with the laws of New Hampshire. There are no third party

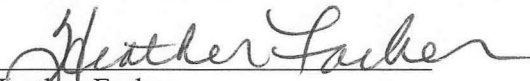
beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information chart in this contract are for reference only and do not affect the interpretation of this contract.

NRG-NH-PEV01-201XXXXXX

## ATTACHMENT D

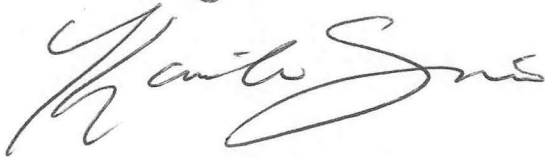
A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and the signature of the applicant or its representative.

I, Heather Farber, Vice President of Reliant Energy Northeast LLC (“Applicant”), attest that all information supplied on the application for a license to conduct business as a competitive electric power supplier in the State of New Hampshire is true, complete, and correct, to the best of my knowledge, and that, I have the authority to file the application on behalf of the applicant.

  
Heather Farber  
Vice President

Subscribed and sworn to before me

this 17 day of July, 2015.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAMILA K. SERWIN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires December 22, 2018







NEW ENGLAND POWER POOL

May 26, 2015

**Reliant Energy Northeast, LLC**

c/o Joseph A. Holtman  
Managing Director-Wholesale Supply Operations  
NRG East Retail  
[Joe.Holtman@nrg.com](mailto:Joe.Holtman@nrg.com)

Dear Joe:

You have requested that the New England Power Pool (“NEPOOL”), a voluntary association of entities that participate in the wholesale electric markets in the six New England states, indicate to you whether Reliant Energy Northeast LLC (“Reliant Energy Northeast”) is a member “in good standing in NEPOOL.” This letter is in response to that request.

As of the date of this letter, Reliant Energy Northeast is a NEPOOL member, entitled to full rights and subject to full obligations of members as set forth in the Second Restated NEPOOL Agreement, which is NEPOOL’s governing document. Reliant Energy Northeast was accepted for membership in NEPOOL effective as of May 1, 2011 pursuant to a FERC order issued May 27, 2011 in Docket No. ER11-3483, subject to the conditions and waivers agreed to between NEPOOL and Reliant Energy Northeast reflected in that filing.

Reliant Energy Northeast is also a Market Participant under the ISO New England Inc. (“ISO-NE”) Transmission, Markets and Services Tariff (“Tariff”) pursuant to a Market Participant Service Agreement by and between Reliant Energy Northeast and ISO-NE.<sup>1</sup> Reliant Energy Northeast is not in default of its obligations under the NEPOOL Agreement or the Tariff, which could otherwise result in a suspension or termination of Reliant Energy Northeast’s status as a NEPOOL Participant and Market Participant. Reliant Energy Northeast has not requested termination of, nor has NEPOOL received an application or has a request pending for, the termination of Reliant Energy Northeast’s status as a NEPOOL Participant or as a Market Participant under the Tariff.

Respectfully,

A handwritten signature in black ink, appearing to read "David T. Doot", written over a horizontal line.

David T. Doot  
Secretary

---

<sup>1</sup> The MPSA with Reliant Energy Northeast (51382) is reported by ISO-NE as MPSA No. 476.

State of New Hampshire  
Department of State

CERTIFICATE OF REGISTERED TRADE NAME

OF

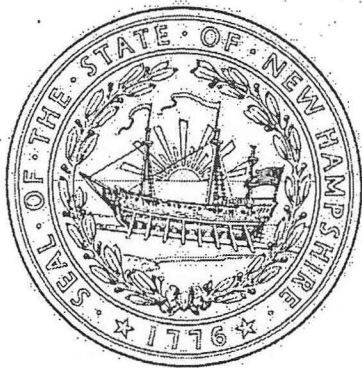
NRG Home

This is to certify that Reliant Energy Northeast LLC registered in this office as doing business under the Trade Name NRG Home, at 2 11 Carnegie Center Princeton, NJ 08540 on February 19, 2015.

The nature of business is Retail electricity sales and related activities.

Expiration Date: February 19, 2020

Business ID#: 721363



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of February, 2015 A.D.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# State of New Hampshire

Filed  
Date Filed: 02/19/2015  
Business ID: 721363  
William M. Gardner  
Secretary of State

Filing fee: \$50.00  
Use black print or type.

FORM TN-1  
RSA 349

## APPLICATION FOR REGISTRATION OF TRADE NAME

(PLEASE TYPE OR PRINT CLEARLY)

1. BUSINESS NAME: NRG Home  
(Name cannot include "INC." or other corporate designation)
2. BUSINESS ADDRESS: 211 Carnegie Center Princeton NJ 08540  
No. & Street City / town State Zip
- MAILING ADDRESS (if different): \_\_\_\_\_  
No. & Street City / town State Zip
3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON: Retail electricity sales and related activities.
4. DATE BUSINESS ORGANIZED: 06/24/2010  
(month / day / year)

5-A. ENTITY APPLICANT: IF THE APPLICANT IS A CORPORATION OR OTHER ENTITY, LIST CORPORATION'S OR ENTITY'S EXACT NAME AND INCLUDE TITLE OF PERSON SIGNING. If more space is needed for additional entity applicants, please attach additional sheet(s).

<u>Reliant Energy Northeast LLC</u> ENTITY NAME (TYPE OR PRINT)	<u>211 Carnegie Center</u> NO. STREET
<u><i>Lynne P. Wittkamp</i></u> AUTHORIZED SIGNATURE	<u>Princeton</u> <u>NJ</u> <u>08540</u> TOWN/CITY STATE ZIP

Lynne P. Wittkamp, Assistant Secretary of  
SIGNER'S NAME AND TITLE (TYPE OR PRINT)  
Reliant Energy Retail Holdings, LLC (Member)

5-B. INDIVIDUAL APPLICANTS: PLEASE TYPE OR PRINT APPLICANTS' NAME(S), ADDRESS(ES) AND INCLUDE SIGNATURE. If more space is needed for additional individual applicants, please attach additional sheet(s).

1. \_\_\_\_\_  
TYPE OR PRINT NAME NO. STREET
- \_\_\_\_\_  
SIGNATURE TOWN/CITY STATE ZIP
2. \_\_\_\_\_  
TYPE OR PRINT NAME NO. STREET
- \_\_\_\_\_  
SIGNATURE TOWN/CITY STATE ZIP
3. \_\_\_\_\_  
TYPE OR PRINT NAME NO. STREET
- \_\_\_\_\_  
SIGNATURE TOWN/CITY STATE ZIP

DISCLAIMER: All documents available for public inspection

State of New Hampshire  
Form TN 1 - Application for Registration of Trade Name 1 Page(s)

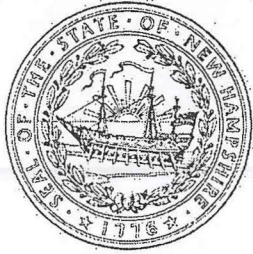
s and will be

Mail fee and DATED AND SIGNED  
Main Street, Concord, NH 03301



T1505445003

State, 107 North  
NH 03301.



# State of New Hampshire

## Department of State

Corporation Division  
107 North Main Street  
Concord, N.H. 03301-4989  
603-271-3244



Enclosed is your certificate of registered trade name. You should be sure to complete any other registrations required such as with the Department of Revenue Administration or with special licensing agencies such as the State Liquor Commission and Real Estate Commission.

Approximately six (6) months prior to the expiration date, we will mail to the address on record a form for you to renew your trade name registration. It is incumbent upon you to keep us informed of address changes to ensure the renewal form reaches you. There is no charge for address changes.

If you cease doing business under this trade name you are required by law to discontinue the use of its name by filing a Trade Name Discontinuance Form, TN-9. We also have forms to file should you wish to add a partner to your business (form TN-5) or withdraw a partner who is already one of the registrants (form TN-7). All of these forms may be downloaded from our web site at [www.sos.nh.gov/corporate/](http://www.sos.nh.gov/corporate/) or you may request them from this office.

Feel free to contact the Corporation Division if you need any further information.

Regards,

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

William M. Gardner  
Secretary of State

Business ID#: 721363



## Surety Bond

Bond Number. SU42885

WITNESSETH: This Surety Bond ("Bond") given by Reliant Energy Northeast LLC as Principal, and Aspen American Insurance Company as Surety, are jointly and severally bound unto New Hampshire Public Utilities Commission, as Obligee, in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) ("Bond Amount"), 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 an 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 the Principal's nonperformance of its duties as a New Hampshire CEPS, or Principal's fraud or other violations of the laws, decisions, and orders applicable to Principal's CEPS license, Surety shall immediately pay to Obligee the amount specified by the 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:

- The Surety hereby waives notice of any alteration or extension of time made by the Obligee. This instrument shall be a continuing, absolute, unconditional, and irrevocable obligation of the Surety. This instrument shall be effective upon execution and shall continue in effect until May 29th, 2016, after which it can be terminated by the Obligee or Surety upon thirty days prior written notice to the non-terminating party.
- Any suit on this bond must be instituted before the expiration of two (2) years from the date on which the Principal's obligations arising under its New Hampshire electric supplier license expire.

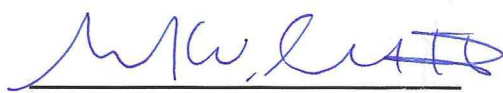
Signed, Sealed and dated the 29th day of May, 2015

Reliant Energy Northeast LLC (Principal)

Aspen American Insurance Company

  
\_\_\_\_\_

B. GARY GARCIA  
SVP, TREASURER

  
\_\_\_\_\_

Mark W. Edwards, II - Attorney-in-Fact



Aspen American Insurance Company  
175 Capital Boulevard, Rocky Hill, CT 06067

**POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: **Ronald B. Giadrosich; Mark W. Edwards II, Jeffrey M. Wilson, Evondia H. Woessner, William Milton Smith, Alisa B. Ferris, Robert R. Freel of McGriff Seibels & Williams, Inc.** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act: any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

**VOTED:** All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

**VOTED:** The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

**Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, Kevin W. Gillen, Senior Vice President, Mathew Raino, Vice President, and Ryan Field, Assistant Vice President.**

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

**VOTED:** That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 2nd day of January, 2014.

STATE OF CONNECTICUT  
COUNTY OF HARTFORD

SS. ROCKY HILL

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 2nd day of January, 2014 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the above Resolutions thereof.

*Patricia C. Taber*  
Notary Public  
My commission expires: May 31, 2016

**CERTIFICATE**

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 29th day of May, 2015

By:

Name: Ryan Field, Assistant Vice President



\* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com