



NH PUC 15 MAR 17 AM 10:49

March 14, 2017

FedExed

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

RE: Application of Champion Energy Services, LLC (“Champion”) for its Initial Registration as a Competitive Electric Power Supplier

Dear Mrs. Howland:

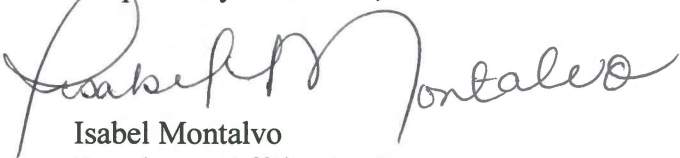
Pursuant to the New Hampshire Code of Administration Rules Part Puc 2003.01, Champion respectfully submits its Application for Initial Registration as a Competitive Electric Power Supplier. Included with the application are the following:

- A list of Champion’s Officers, Directors, and Principals, labeled as **Exhibit ‘A’**
- Documents authorizing Champion to do business in New Hampshire, labeled as **Exhibit ‘B’**
- A list of customer complaints by state, labeled as **Exhibit ‘C’**
- A summary of enforcement actions and related information, labeled as **Exhibit ‘D’**
- Documents demonstrating Champion’s technical ability, labeled as **Exhibit ‘E’**
- Proof of NEPOOL membership, labeled as **Exhibit ‘F’**
- Check no. 5000002528 for \$500.00 to satisfy the appropriate filing fee
- A surety bond in the amount of \$100,000.00 with the New Hampshire Public Utility Commission as the obligee
- A CD containing an electronic copy of the application in Adobe PDF format and required hard copies

Champion is a competitive retail supplier that is licensed in Connecticut, Delaware, Washington, DC, Illinois, Rhode Island, Maryland, Massachusetts, New Jersey, New York, Ohio, Pennsylvania, Texas, and Maine. We are participants in the following wholesale markets: ISO New England (ISO-NE), PJM Interconnection (PJM), New York Independent System Operator (NYISO), Electric Reliability Council of Texas (ERCOT), and Midcontinent Independent System Operator (MISO).

Should you have any questions or concerns, please feel free to contact me at isabel.montalvo@championenergyservices.com or by phone at 281.653.0050.

Respectfully Submitted,



Isabel Montalvo
Regulatory Affairs Analyst

**Before the
STATE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of §
Champion Energy Services, LLC §
For Its Initial Registration §
As a Competitive Electric Power §
Supplier (“CEPS”) §

Docket No. _____

**APPLICATION OF CHAMPION ENERGY SERVICES, LLC FOR ITS INITIAL
REGISTRATION AS A COMPETITIVE ELECTRIC POWER SUPPLIER (“CEPS”)**

Pursuant to Puc 2003 of the New Hampshire Code of Administrative Rules, Champion Energy Services, LLC (the “Applicant”) hereby submits the following information in support of this Application for an Initial Registration as a CEPS (“Application”) in the New Hampshire.

- (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;**

The Applicant’s legal name is Champion Energy Services, LLC. Applicant intends to operate as Champion Energy Services. Applicant’s website address is www.championenergyservices.com.

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

The Applicant’s business address, telephone number, e-mail address, and website address are as follows:

Champion Energy Services, LLC
1500 Rankin Road, Suite 200
Houston, Texas 77073
Tel: 877.653.5090
Email Address: info@championenergyservices.com
Web: www.championenergyservices.com

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

The Applicant is a Texas limited liability company.

- (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;**

Please see Exhibit A to this application.

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

- a. **The name, business address and telephone number of the entity;**

Name	Business Address	Telephone
Calpine Energy Services, LLC	717 Texas Ave, #1000 Houston, TX 77002	713-830-2000
Granite Ridge Energy, LLC	21 N. Wentworth Ave Londonderry, NH 03053	603-432-9114
North American Power and Gas, LLC	20 Glover Ave, 3 rd Fl. Norwalk, CT 06850	888-313-9086

- b. **A description of the business purpose of the entity; and**

Calpine Energy Services, LLC – Wholesale power purchase and sale
Granite Ridge Energy, LLC – Power generation and wholesale power purchase and sale
North American Power and Gas, LLC- Retail electric supplier

- c. **A description of any agreements with any affiliated New Hampshire utility;**

North American Power and Gas, LLC has supplier service agreements with Eversource, National Grid/Granite, and Unitil.

- (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;**

Applicant's customer service telephone number is (844) 856.9382. Customers may also reach applicant at support@championenergyservices.com.

Machelle Sweitzer
Customer Service Manager
Phone: 281.653.1870

For complaints, the contact information is as follows:

Anita Lewis
Regulatory Affairs Analyst
Phone: 281.653.1870

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

Brenda Crockett-McNew
Vice President, Market Development and Regulatory Affairs
1500 Rankin Road, Suite 200
Houston, TX 77073
Phone: 281-653-5071
Email: brenda.crockett@championenergyservices.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;

Corporation Services Company
14 Center Street
Concord, NH 03301
Phone: (800) 927-9800
Email: info@cscglobal.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 Exhibit B to this application.

(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;

Eversource
Unitil

(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;

Applicant intends to initially service commercial and industrial customers in New Hampshire at fixed and/or variable rate in the franchise area of the utilities listed above. Should Champion seek to serve residential customers, Champion will notify the commission within 30 days, as required by Puc 2003.01 (e).

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

Connecticut	Maryland	Ohio
Delaware	Massachusetts	Pennsylvania
Washington, DC	New Jersey	Texas
Illinois	New York	Maine

(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 Exhibit C to this Application.

(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:

- 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;**

No managers or members of the Applicant have been convicted of a felony.

(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;**
- 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**
- 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;**

Champion has been the subject of civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation.

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

Please see Exhibit D to this Application.

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

- 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;

Applicant does not intend to telemarket at this time.

(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;

Applicant intends to use the utility's consolidated billing method.

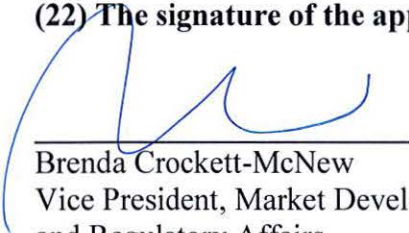
(20) A copy of each contract to be used for residential and small commercial customers;

Not Applicable. The Applicant intends to initially serve only commercial and industrial customers.

(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

I, Brenda Crockett-McNew, the undersigned, do hereby certify that I am the Vice President of Market Development and Regulatory Affairs and an officer of Champion Energy Services, LLC. I have the authority to file this Application and Exhibits with the New Hampshire Public Utilities Commission on behalf of Champion Energy Services, LLC, and to the best of my knowledge, the contents of this Application are truthful, accurate, and complete.

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



Brenda Crockett-McNew
Vice President, Market Development
and Regulatory Affairs

Exhibit A:

Officers, Directors, and Principals

**Champion Energy Services, LLC
Officers, Directors, and Principals**

OFFICERS:	DIRECTORS:	OTHER:
<p>Michael Sullivan President/Chief Executive Officer 1500 Rankin Road, Ste. 200 Houston, Texas 77073 Phone: 281-653-1854 Facsimile: 281-653-5080 msullivan@championenergyservices.com</p>	<p>John B. (Thad) Hill 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Fax:713-830-8705 Thad.Hill@calpine.com</p>	<p>W. Thaddeus Miller Chief Legal Officer 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Fax:713-830-8705 thadmill@calpine.com</p>
<p>W. Thaddeus Miller Corporate Secretary 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Fax:713-830-8705 thadmill@calpine.com</p>	<p>W. Thaddeus Miller 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Fax:713-830-8705 thadmill@calpine.com</p>	
<p>Zamir Rauf Chief Financial Officer 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Fax:713-830-8705 Zamir.Rauf@calpine.com</p>		
<p>Wade Garney Griggs, III Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Fax:713-830-8705 Wade.Griggs@calpine.com</p>		
<p>Stacey Peterson Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Fax:713-830-8705 Stacey.Peterson@calpine.com</p>		
<p>Caleb Stephenson Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone:713-830-2000 Fax:713-830-8705 Caleb.Stephenson@calpine.com</p>		

**Champion Energy Services, LLC
Officers, Directors, and Principals**

OFFICERS:	DIRECTORS:	OTHER:
<p>Brian Tamplen Vice President 1500 Rankin Road, Ste. 200 Houston, Texas 77073 Phone: 281-653-0063 Facsimile: 281-653-5080 btamplen@championenergyservices.com</p>		
<p>Brenda Crockett Vice President 1500 Rankin Road, Ste. 200 Houston, Texas 77073 Phone: 281-653-5071 Facsimile: 281-653-5080 bcrockett@championenergyservices.com</p>		
<p>Shonnie Daniel Vice President and Assistant Secretary Calpine Corporation 717 Texas Avenue, Suite 1000 Houston, Texas 77002 daniels@calpine.com</p>		
<p>Andrew Novotny Senior Vice President Calpine Corporation 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713-570-4605 andrew.novotny@calpine.com</p>		

Exhibit B:

State Authorization Documents



State of New Hampshire

Department of State

Corporation Division

603-271-3246



Enclosed is the acknowledgment copy of your Application for Registration as a Foreign Limited Liability Company. It acknowledges this office's receipt and filing of your documents.

Should you have any questions, you may contact the Corporation Division at the above number or email us at corporate@sos.state.nh.us. Please reference your Business ID # located in the filed section of the enclosed acknowledgement copy of Application for Registration as a Foreign Limited Liability Company.

Please visit our website for helpful information regarding all your business needs.

Regards,

New Hampshire Department of State
Corporation Division

Business ID#: 712949

Filed
Date Filed: 08/08/2014
Business ID: 712949
William M. Gardner
Secretary of State

State of New Hampshire

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

Form FLLC-1
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

Champion Energy Services, LLC

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

Champion Energy Services, LLC

THIRD: It is formed under the laws of TEXAS

FOURTH: The date of its formation is 8/10/04

FIFTH: The nature of the business or purposes to be conducted or promoted in New Hampshire is

Retail electricity provider

SIXTH: The name of its registered agent in New Hampshire is Capitol Corporate Services, Inc.

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)
1 Old Loudon Rd 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).



APPLICATION FOR REGISTRATION AS A
FOREIGN LIMITED LIABILITY COMPANY

Form FLLC-1
(Cont.)

*Signature: Michael D. Slaughter
 Print or type name: Michael D. Slaughter
 Title: CEO
 Date signed: 7-28-2014

Complete address of person signing: 1500 Rankin Rd., Ste. 200
Houston, TX 77073

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

drightr@Championenergyservices.com
mslaughter@Championenergyservices.com

* 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, 3rd Floor, Concord, NH 03301.

**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: Champion Energy Services LLC
Business Address (include city, state, zip): 1500 Rankin Rd., Ste. 200, Houston, Tx, 77073
Telephone Number: 281-653-5090 E-mail: mslaughter@championenergyservices.com
Contact Person: Mike Slaughter
Contact Person Address (if different): same

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):	<u>Michael D. Slaughter</u>	Signature:	<u>[Signature]</u>
		Date signed:	<u>7-28-2014</u>
Name (print):	_____	Signature:	_____
		Date signed:	_____
Name (print):	_____	Signature:	_____
		Date signed:	_____

Exhibit C:

Customer Complaints

Customer Complaints for 2016

	Complaints
New Jersey	
Commercial	9
Residential	1
Ohio	
Commercial	30
Residential	1
Pennsylvania	
Commercial	30
Residential	3
Texas	
Commercial	28
Residential	34
Massachusetts	
Commercial	3
Residential	N/A
Illinois	
Commercial	6
Residential	2
Maryland	
Commercial	11
Residential	N/A
New York	
Commercial	1
Residential	N/A

Exhibit D:

Summary of Enforcement Actions and Related Information

REGULATORY ACTIONS AGAINST CHAMPION ENERGY SERVICES, LLC

TEXAS COMPLIANCE AUDIT

On December 16, 2010 the Public Utility Commission of Texas (“PUC”) entered an Order under Docket No. 38905 for a settlement between the PUC and Champion Energy Services, LLC (“Champion”) for violations, not considered significant, under PURA 17.004, 39.101 and PUC SUBST. R. 25.473, 25.474, 25.475 and 25.479, concerning customer protection rules for retail electric service.

The violations resulted from an audit program instituted by the Commission to determine all Texas Retail Electric Provider’s compliance with the customer protection rules. Several violations covered by this settlement were self-reported by Champion prior/during the beginning stages of the audit. Champion acknowledged the violations and corrected all the violations that formed the basis of the audit. On November 18, 2010 Champion and the Commission entered into an Agreement, resolving the violations. Champion agreed to pay an administrative penalty of \$30,000.00.

Leading up to the audit, Champion recognized the need for better ongoing review and compliance of all rules and regulations. In September of 2009, a new compliance group was formed. Champion initiated an internal audit aided by regulatory consultants and a PUC Substantive Rules compliance checklist. The list was comprised of 14 different categories and contained 404 different items to review. Champion’s audit found 4 areas of deficiencies and self reported those items to the PUC during the PUC’s compliance audit process. All self reported items involved the following:

- Provide an estimated start and end date for customer contract renewals
- Affirmatively inquire if applicant want to enroll with Champion during the internet website enrollment process
- Development of an Electric Facts Label for small non-residential customers
- Development of contract expiration notices for small non-residential customers

All self-reported compliance deficiencies were corrected by the date responses were due to the Commission.

As a result of the PUC Staff’s Request for Documents and Confirmation of Compliance dated April 16, 2010, 8 other deficiencies were identified in addition to those items Champion self reported. The additional deficiencies included the following:

- Spanish bill did not have a toll free number
- Spanish bill did not have the power to choose website statement in 12 point font
- Use of mixed languages on Spanish bills
- Spanish bill did not include a notice regarding unauthorized charges statement
- Full disclosure of Disconnection for Non-Payment statement in residential Terms of Service
- Sample telephonic enrollment recording did not disclose customers right to rescind
- Sample telephonic enrollment recording did not inquire if customer chooses to receive documents in English or Spanish
- Internet enrollment website did not explain adequately that a move-in or switch can only be made by applicant or authorized agent

All PUC Substantive Rule compliance deficiencies were corrected within the required 60 days of the PUC audit review.

It is important to note, in Item 10 of the Final Order of the Notice Agreement that “the violations were not considered significant”.

For specific remedies, Champion took the following steps to correct the discrepancies addressed in the order.

To achieve compliance with Texas PUC Substantive Rule 25.474(h)(4)(H) and 25.474(h)(5)(B)(v), we met with our customer service manager and updated our telephone enrollment training document and our quality assurance questionnaire for customer care agents. All agents are now advised to read all portions enrollment process in which the right of rescission disclosure is included.

Texas PUC Substantive Rule 25.475(e)(2)(E) requires a Retail Electric Provider to provide at the end of an enrollment, as part of the affirmative consent the contract term, (i) the date of re-enrollment and (ii) the estimated start and end dates of the new contract. To achieve compliance with these requirements, we met with our IT team to implement changes to the existing website enrollment process. The website enrollment process was updated to reflect the foregoing requirements of Rule 25.475(e)(2)(E).

To achieve compliance with Texas PUC Substantive Rule 25.475(e)(2)(F), during the renewal process Champion was to affirmatively inquire as to whether the customer had decided to enroll in our services. Although we had included this disclosure within our move-in/switch enrollment process, we ensured compliance with Rule 25.475(e)(2)(F) by adding the same disclaimer to the renewal process.

Texas PUC Substantive Rule 25.475(h)(6) requires suppliers provide disconnection protections. This disclosure was in our YRAC initially; however, through the reformatting of the document during our own internal audit the section was mistakenly removed. To achieve compliance with Rule 25.475(h)(6), we placed section 25.483(c)(e)(f) and (i) in the YRAC. In addition, we have implemented a checklist to follow for all future document changes.

To achieve compliance with Texas PUC Substantive Rule 25.479(c)(1)(C), (R) and (S), Champion corrected all mixed use language on the Spanish bill, added the toll-free number, Power to Choose statement and unauthorized charge notice in accordance with the rule.

To achieve compliance with Texas PUC Substantive Rule 25.475(g), Champion created all small non-residential customer documents including the Terms of Service, Your Rights as a Customer and EFL.

PENNSYLVANIA FORMAL CUSTOMER COMPLAINT

On April 26, 2012, in Case No. C-2011-2256514, the Pennsylvania Public Utility Commission (PPUC) found Champion in violation of 52 Pa. Code§ 56.14, which addresses make-up bills for previously unbilled service. Specifically, the PPUC found that Champion should have amortized the balance for the previously unbilled service. Champion was fined \$400 and payment was timely made.

It should be noted that Champion was ranked first in J.D. Power’s Retail Electric Provider Residential Customer Satisfaction Study in 2010-2013 for Texas. In 2014, Champion was ranked second and in 2015, Champion reclaimed its first place ranking.

**Before the
STATE NEW HAMPSHIRE
PUBLIC UTILITIES COMMISSION**

In the Matter of the Application of §
Champion Energy Services, LLC §
For Its Initial Registration §
As a Competitive Electric Power §
Supplier (“CEPS”) §

Docket No. _____

**ADDITIONAL REQUIREMENTS FOR INITIAL REGISTRATION AS A
COMPETITIVE ELECTRIC POWER SUPPLIER (“CEPS”)**

Pursuant to Puc 2003 of the New Hampshire Code of Administrative Rules, Champion Energy Services, LLC (the “Applicant”) hereby submits the following information in support of this Application for an Initial Registration as a CEPS (“Application”) in the New Hampshire.

(1) Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and the CEPS in the form of:

a. A statement from each utility with which the CEPS intends to do business indicating that the applicant has complied with the training and testing requirements for electronic data interchange.

1. To the extent a CEPS uses outside vendors or contractors for electronic data interchange services, the statement required by a. above shall:

(i) Verify that any vendor or contractor to be used by the CEPS has complied with the training and testing requirements for electronic data interchange; and

(ii) Be updated to verify that a new vendor or contractor has complied with the training and testing requirements for electronic data interchange if the CEPS changes to a new vendor or contractor; and

c. A statement from each utility with which the CEPS does or intends to do business indicating that the applicant has successfully demonstrated electronic transaction capability;

Please see Exhibit E to this application.

- (2) Evidence that the CEPS is able to obtain supply in the New England energy market. Such evidence may include, but is not limited to, proof of membership in the New England Power Pool (NEPOOL) or any successor organization, or documentation of a contractual relationship with a NEPOOL member;**

Please see Exhibit F to this application.

- (3) A \$500.00 registration fee; and**

Enclosed is check #5000002528 in the amount of \$500.00.

- (4) Evidence of financial security, as defined in Puc 2003.03.**

An original bond in the amount of \$100,000.00 has been enclosed.

Exhibit E:

Demonstration of Technical Ability



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: Champion Energy
 Represented by: Gustavo Rodriguez

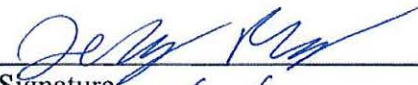
Issued by: Unitil Energy Systems
 Represented by: Jeff Pentz, Energy Analyst

Date: 1/30/2017

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and [supplier]. As of [date], Unitil Energy Systems does hereby declare [supplier] as a certified EDI trading partner capable of exchanging the following transactions:

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

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



 Signature

2/10/17

Date

Jeff Pentz
 Energy Analyst
 Unitil Service Corp.
 6 Liberty Lane West
 Hampton, NH 03842-1720
 EL_SupplierServices@unitil.com

Date 01/31/17

Champion Energy Services, LLC
1500 Rankin Rd.
Suite 200
Houston, TX 77073

Dear Gustavo,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our Public Service Company of New Hampshire (d/b/a Eversource Energy) customers.

Eversource and Champion Energy Services, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Champion Energy Services, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with Eversource customers.

Thanks once again Gustavo for your interest and I look forward to working with you in the future.

Sincerely,



Aaron Downing
Eversource Supplier Services

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

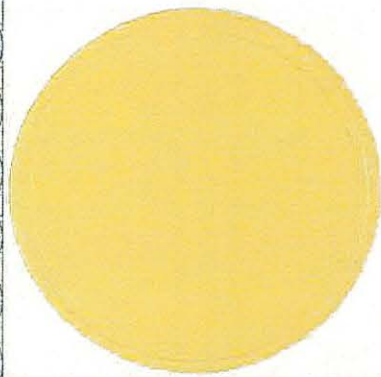
Certificate of Completion

is hereby granted to:

Champion Energy Services, LLC

to certify that they have completed to satisfaction

NH EDI Connectivity and Certification Testing



Granted: 01/31/17

Aaron Downing

*Aaron Downing
Eversource Supplier Services*

Exhibit F:

Proof of NEPOOL Membership

Non-NEPOOL Participant Account Holder Agreement

By this Agreement dated January 19, 2015, Champion Energy Services, LLC ("Non-NEPOOL Participant"), [a Texas [corporation] with its principal office in Houston, Texas] [a person whose principal place of residence is _____] agrees to comply with all of the terms and conditions of the Generation Information System Development and Administration Agreement dated as of October 26, 2001, by and between the entities that are Participants from time to time in the New England Power Pool, a voluntary association, pursuant to the Restated New England Power Pool Agreement dated as of September 1, 1971, as amended and restated from time to time (the "NEPOOL Participants") and Automated Power Exchange, Inc. (the "GIS Agreement"), and the New England Power Pool Generation Information System Operating Rules (the "GIS Operating Rules"), each as amended, modified or restated from time to time, to the same extent as if the Non-NEPOOL Participant were a NEPOOL Participant, and, if and when the Non-NEPOOL Participant becomes liable to NEPOOL or ISO New England Inc. for financial obligations related to NEPOOL's generation information system (the "GIS"), with the ISO New England Financial Assurance Policy and the ISO New England Billing Policy attached to the ISO Transmission, Markets and Services Tariff, as modified to include financial obligations related to the GIS of entities that are not NEPOOL Participants (the "Policies"). Without limiting the generality of the foregoing, the Non-NEPOOL Participant shall pay any and all fees established for it from time to time by the NEPOOL Participants Committee or its delegatee; provided, however, that the GIS Project Manager shall provide notice to the Non-NEPOOL Participant at least seven (7) days prior to the effectiveness of any change in NEPOOL's GIS cost allocation methodology or any fee assessment that would result in the Non-NEPOOL Participant becoming liable for increased financial obligations related to the GIS, and the Non-NEPOOL Participant may withdraw from the GIS prior to the effectiveness of such change without incurring such increased obligations. Any Certificates created for the Non-NEPOOL Participant prior to the date of its withdrawal from the GIS shall remain in existence until the end of the applicable Trading Period, but the Non-NEPOOL Participant shall not participate in transfers of Certificate after the date of its withdrawal. The Non-NEPOOL Participant shall provide Automated Power Exchange, Inc. and/or ISO New England Inc. (or their successors) with any and all information required in order for either of them to bill the Non-NEPOOL Participant for any fees established as described above.

The Non-NEPOOL Participant acknowledges that it has received full and fair consideration for this agreement. Moreover, the Non-NEPOOL Participant agrees that the NEPOOL Participants, acting by and through the NEPOOL Participants Committee, may terminate its involvement in the New England Power Pool Generation Information System if at any time it fails to comply with the GIS Agreement, the GIS Operating Rules or the Policies.

IN WITNESS WHEREOF, the undersigned have caused this agreement to be executed as of the date above.

Non-NEPOOL Participant

[Champion Energy Services, LLC]

By: 
Name: Brenda Crockett
Title: Vice President, Market Development and Regulatory Affairs

**ACKNOWLEDGED:
New England Power Pool Participants**

By: 
NEPOOL GIS Project Manager

FORM OF SURETY BOND

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

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

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

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

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

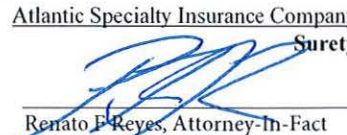
NOW, THEREFORE, Upon notice from Obligee of Principal's nonperformance of its duties as a New Hampshire CEPS, or Principal's fraud or other violations of the laws, rules, decisions and orders applicable to Principal's CEPS registration, Surety shall immediately pay to Obligee the amount specified by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

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

1. The term of this bond shall be for one year commencing on 3/1/2017, and shall continue from year to year thereafter unless terminated as provided below or replaced by a successor Bond prior to the end of the term. Notwithstanding the foregoing, this Bond may not be terminated prior to twelve (12) months after the date hereof and thereafter only with ninety (90) days prior written notice to the Obligee or the written consent of the Obligee ("Term").
2. That no proceeding in law or in equity may be brought under this Bond unless the same shall be commenced and process served prior to the expiration of one (1) year from the date of termination of this Bond.

IN WITNESS THEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 3rd day of March, 2017.

Champion Energy Services, LLC
Principal
 (Seal)

Atlantic Specialty Insurance Company
Surety
 (Seal)
Renato P. Reyes, Attorney-In-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

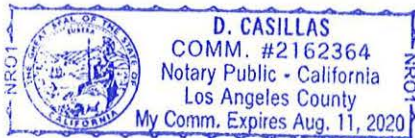
State of California

County of Los Angeles

On MAR 03 2017 before me, D. Casillas, Notary Public, personally appeared Renato F Reyes who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature *D. Casillas*
Signature of Notary Public

Power of Attorney

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

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

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

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

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

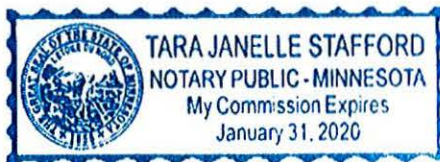
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this eighth day of December, 2014.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Paul J. Brehm, Senior Vice President

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




Notary Public

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

Signed and sealed. Dated _____ day of MAR 03 2017.

This Power of Attorney expires
October 1, 2017




James G. Jordan, Assistant Secretary