



November 1, 2017

NEW HAMSHIRE PUBLIC UTILITIES COMMISSION

Debra Howland, Executive Director

21 South Fruit Street, Suite 10

Concord, NH 03301-2429

NHPUC 5NOV17PM12:07

Subject: Electricity N.H., LLC d/b/a E.N.H. Power - DM 17-051  
Revised Terms of Service and Disclosure Summaries

Attached are Electricity N.H. LLC d/b/a E.N.H. Power's ("ENH") revised Terms of Service and Disclosure Summaries. Amendments were made to comply with the new adopted Puc 2000 rules.

An electronic copy of this filing was also sent to [executive.director@puc.nh.gov](mailto:executive.director@puc.nh.gov).

If you have any questions or need anything else, please let me know.

Best Regards,

A handwritten signature in blue ink that reads "Muriel LeClerc". The signature is written in a cursive style.

Muriel LeClerc

Regulatory Specialist

207.440.5004

[mleclerc@providerpower.com](mailto:mleclerc@providerpower.com)

# Terms of Service

## Residential and Small Commercial Customers

ENH Power, LLC  
Terms of Service  
(Version No. 19)  
Last Updated: 10/27/17

### Purchase of Electric Generation Service.

ENH Power agrees to sell and you agree to buy, your full requirements for electric generation service (measured in kilowatt hours) at the price and on the terms and conditions specified in this agreement (the “Supply Contract”)—including an agreement for arbitration and class action waiver—throughout the term of this Supply Contract. The purchase and sale of energy hereunder shall commence at 00:00:01 EST on the first day that ENH Power provides physical delivery to your facilities and shall end at 24:00:00 EST on the last day of the term.

- 1. Price Structures.** *For greater clarity, all rates shown on our website and promotional materials have been rounded to the nearest hundredth of a cent.* You will be billed a fixed rate in cents per kilowatt hour (“kWh”) set forth in your Disclosure Summary for your actual consumption of electricity. The Price Structures do not include, and you will be billed by the distribution company, for charges related to the delivery of electricity, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes. You are responsible for paying your local utility distribution and transmission charges as well as any other applicable charges. Choosing ENH Power as your electricity supplier does not guarantee any savings when compared to other Competitive Electricity Providers or the current Default Service Offer.
- 2. Duration and kind of contract.** This Supply Contract is a contract for your supply of electric generation service. The term of this Supply Contract is set forth in your Disclosure Summary. The email address that you provided us at the time of enrollment will be the primary method of contacting you for notices, renewals and disclosure information about your account. This information is also available via U.S. mail, and you may change your primary method of communication to U.S. mail at any time by contacting us by telephone at 1-800-549-6160 or electronically through our website at ENH Power. For new customers, service shall commence on the next meter read date after the Utility processes your enrollment with ENH Power. Service commencement lead-time may vary depending on utility enrollment requirements, your specific meter-reading schedule, time-of-year pricing, and market conditions. For renewal customers, service shall continue uninterrupted. This Supply Contract will renew automatically as set forth below until terminated by you or ENH Power per the Termination Provisions set forth below. At least forty-five (45) days prior to the end of the term of service of your Supply Contract, ENH Power will email you either (i) a new Confirmation Letter for the renewal period, which sets forth the electricity price and term that will apply to the renewal period, or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue on a monthly basis until such time as a Confirmation Letter issues, during which Holdover Term you may cancel the Supply Contract without payment of any “Cost Recovery Fee.”
- 3. Termination Provisions.** ENH Power may terminate this Supply Contract in the event of default as set forth in Section 4. ENH Power may terminate this Supply Contract for any other reason upon not less than thirty (30) days written notice to you, with such termination to be effective at the end of the current Supply Contract. You may terminate this Supply Contract by telephone at 1-800-549-6160, or electronic-mail or written notice to ENH Power. You have the right to change suppliers at any time and with no advance notice requirement by contracting with a new supplier, contracting with an aggregator granted agency authority, or contacting the utility to select utility default service for electricity supply before your contract end date. If you terminate the Supply Contract prior to the end of the term in effect, you may be subject to a “Cost Recovery Fee” outlined in Section 8, which fee will not apply if you terminate during the renewal period or Holdover Term. Upon termination, service will be discontinued on the next utility meter read date for your account that is at least thirty (30) days after the notice of termination.

4. **Payment of Bills.** The cost of your electric generation service will be included on your bill from the Utility (Eversource, Unitil, Liberty Utilities or NH Electric Co-Op), and is due and payable when your Utility bill is due and payable. You agree to accept the measurements as determined by the Utility for purposes of accounting for the electric power supplied under this Supply contract. You will be billed additional charges, including charges to transmit and distribute the electricity to you, from the Utility consistent with its filed tariffs. ENH Power reserves the right to change billing methods. When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by ENH Power, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest. I agree to allow the utility to share my payment information for the purpose of consolidated billing.

**According to the NHPUC Code of Administrative Rules, in the event you default in your payment or other obligations under this Supply Contract, ENH POWER has the right to cancel this Supply Contract, at which time you will automatically be transferred to the Utility's Standard Offer rate plan.** You will remain responsible for balances owed to ENH Power for generation service and ENH Power's actual out-of-pocket expenses incurred in enforcing its rights under this Supply Contract, including reasonable attorney fees and actual court costs.

5. **Credit Reporting.** When you first apply for service and during the term of the Supply Contract with ENH Power we may contact a credit reporting agency to obtain utility credit history and credit score. Once enrolled, ENH Power reserves the right to report your payment history to a credit reporting agency.
6. **Customer Deposits.** ENH Power does not require a customer deposit to enroll.
7. **Warranty Disclaimer; Damages; Force Majeure.**

ALL ELECTRIC GENERATION SERVICE IS PROVIDED BY ENH Power ON AN "AS IS" BASIS. ENH Power MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY. TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, ENH Power DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE WITH RESPECT TO THE ELECTRIC GENERATION SERVICE PROVIDED THEREBY.

You agree that ENH Power shall not be liable for any damages or claims for matters within the control of the Utility or the ISO-New England controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. ENH Power shall not be responsible for any failure to commence or terminate electric generation service on the date specified due to any failure or delay in enrolling you with the Utility. ENH Power's liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall ENH Power be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Supply Contract. ENH Power will make commercially reasonable efforts to supply electricity but does not guarantee a continuous supply of electricity. Customer acknowledges that certain causes and events outside of ENH Power's control (Force Majeure events) may result in interruptions in service and ENH Power shall not be liable for any such interruptions. ENH Power does not generate electricity nor does it transmit or distribute electricity. Therefore, Customer agrees that ENH Power shall not be liable for damages caused by electricity or Force Majeure events, including acts of God, acts of any governmental authority, acts of terrorists or enemies of the state, accidents, strikes or lock outs, labor troubles, required maintenance work, inability to access the Utility's system, non-performance by the Utility, or any cause beyond ENH Power's control.

8. **Charges, Fees and Penalties.** You will be charged for electric generation service supplied at the contract rate. No additional fees will be assessed to you by ENH Power unless you choose to cancel this Supply Contract prior to its renewal date. You understand and agree that in order for ENH Power to offer and fulfill its fixed rate obligation to you, it has to purchase electric power in advance of usage in amounts needed to cover the full term of this Supply Contract. If you cancel this Supply Contract early, you will be responsible for paying a "Cost Recovery Fee" of \$100.00 and any cost associated with the cost of selling the unused portion of your electricity to others as well as estimated lost revenue that ENH Power may incur from such a sale. In the event you default on your payment or other obligations under this Supply Contract, ENH Power has the right to cancel this Supply Contract upon thirty (30) days written notice. ENH Power reserves the right to charge interest on any outstanding balances more than thirty (30) days overdue at the Utility's maximum allowed default interest rate. You are responsible for settlement of any balances for generation of service, late payment or interest charges owed to your Utility as per paragraph 3 of this agreement.

In the event there is a change (including a change in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment or decree by a governmental authority (including the New Hampshire PUC or ISO-NE), including, without limitation, changes in Utility tariffs and ISO-NE rules, including those changes affecting fees, costs, or charges imposed by ISO-NE or the New Hampshire PUC, changes in market rules, changes in load profiles or changes in nodal and zonal definitions, and such change

results in ENH Power incurring additional costs and expenses in providing your electricity service, these additional costs and expenses shall be your responsibility and they will be assessed in your monthly bill as a pass-through charge. We may charge you up to \$25 for any returned check.

9. **Estimated Bills.** In the event the Utility is unable to read your electric meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.

ENH Power reserves the right to use third party billing services in performance of the Terms and Conditions of this Supply Agreement.

10. **Right to Rescind.** YOU HAVE A RIGHT TO RESCIND THIS CONTRACT FOR ELECTRICITY SUPPLY WITHOUT PENALTY WITHIN FIVE BUSINESS DAYS OF ELECTRONIC DELIVERY OF THE TERMS OF SERVICE, OR WITHIN SIX BUSINESS DAYS FROM THE POSTMARKED DATE OF THE TERMS OF SERVICE DELIVERED BY U.S. MAIL. IF SOLICITED IN PERSON YOU HAVE THE RIGHT TO RESCIND WITHIN 10 BUSINESS DAYS OF ELECTRONIC DELIVERY OF THE TERMS OF SERVICE, OR WITHIN 11 BUSINESS DAYS FROM THE POSTMARKED DATE OF THE TERMS OF SERVICE DELIVERED BY U.S.MAIL. IN ORDER TO EXERCISE YOUR RIGHT TO RESCIND THIS CONTRACT, YOU MUST CONTACT US BY ONE OF THE FOLLOWING THREE MEANS:

- a. By telephone at: 800-549-6160;
- b. By mailing us a written notice to rescind at:  
ENH Power  
1465 Woodbury Ave., #370  
Portsmouth, NH 03801; or
- c. Electronically through ENH Power's website at [enhpower.com](http://enhpower.com).

11. **Questions and Complaints.** If you have a question or complaint about your electricity supply, you can contact ENH Power by phone, toll-free by calling 1-800-549-6160 during the following hours: Monday through Friday, 8:00 a.m. to 5:00 p.m. You can also contact us through our website at ENH Power. In the event of a billing or service dispute, the parties agree to use their best efforts to resolve the dispute.

12. **Default Generation Service.** All retail electricity customers in New Hampshire are entitled to purchase their electricity supply from a competitive supplier or through the default service. Default service is provided automatically by the Utility to customers who do not sign a contract with a supplier for their electricity.

13. **Changes in Terms of Service.** In the event of any material changes in these Terms of Service, we will notify you in writing by your email address on record no less than forty-five (45) days in advance of such material change.

14. **Assignment.** This contract may be assigned or transferred by ENH Power with thirty (30) days prior written notice using your preferred form of communication on record. At that time, you have the option to either continue service with the new competitive supplier, choose a different competitive supplier, or return to default service with no penalty. You may not assign this contract, in whole or part, or any of your rights or obligations hereunder, without prior written consent from ENH Power. Nothing in this contract shall create, or be construed to create, any express or implied rights in any person or entity other than ENH Power and Customer.

15. **Do-Not-Call List.** The Federal Trade Commission maintains a national Do Not Call List. You may be able to place your home or cell phone number on this list to stop unwanted telemarketing calls from businesses with which you do not have an established business relationship. You can register online at [www.donotcall.gov](http://www.donotcall.gov), or by telephone at 1-888-382-1222. For TTY, call 1-866-290-4236.

16. **Consumer Protection Rights.** You may contact the New Hampshire Public Utilities Commission to obtain information on consumer protection rights and responsibilities by calling the Commission's Consumer Services Division Hotline at 1-800-852-3793, Monday through Friday, 8:00 a.m. to 4:30 p.m. or by writing to the Commission at:

New Hampshire Public Utilities Commission  
Consumer Services Division  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429

The Consumer Services Division processes customer complaints, either verbally or in writing, against suppliers alleging the supplier is not in compliance with the provisions of supplier rules.

17. **Low-Income Assistance.** Eligible low-income residential customers may qualify for discounted electric rates from your Utility or electric assistance from the State. For more information contact your Utility or visit the New Hampshire Public Utilities Commission website at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm>. You may also call 211 or visit their website at 211nh.org for a list of available services in New Hampshire. ENH Power cannot guarantee a lower electricity rate against specialized utility rates, such as those for low income eligible customers.

18. **Confidentiality and Information Release Authorization.** By entering into this Supply Contract and providing your utility account number(s) and authorization number(s), you authorize ENH Power to obtain from your local utility (Eversource, Unitil, Liberty Utilities, or NH Electric Co-Op) any account information including usage information and payment history. Payment history includes enrollment in budget billing plans and payment plans. ENH Power will not release your confidential customer information to any third-party without your written authorization. Confidential customer information shall include, but not be limited to:

- (1) Customer name, address, e-mail address and telephone number; and
- (2) Individual customer payment information.

19. **Net Metering.** If your account is subject to Net Metering, it requires an additional contract to be signed with

ENH Power to cover specific payment arrangements for excess payment of power purchased over historical account usages at time of enrollment. In addition to these terms an ACH agreement for automatic drafting of these amounts will be required. This additional agreement must be signed prior to enrollment of your account. Failure to sign this agreement may result in immediate return to Default Service of your account. Please call ENH Power at 800-549-6160 to set these arrangements up.

20. **Meter Usage Information.** ENH Power has authority to act as your agent to obtain Advanced Metering Information (AMI) and Historical Usage information for my account as part of this supplier agreement.

#### 21. **MANDATORY ARBITRATION AND CLASS ACTION WAIVER AGREEMENT.**

a. Scope of the Arbitration Agreement. Any legal dispute between the parties concerning or arising out of your enrollment, purchase, these Terms of Service, or the relationship among the parties (“Dispute”) shall be resolved by one arbitrator through binding arbitration using the process explained below. The parties understand and agree that they are waiving their rights to sue or go to court to assert or defend their rights. However, either party may bring an individual claim in small claims court consistent with the jurisdictional and dollar amount limitations that may apply, so long as maintained as an individual claim. The term “Dispute” refers to any dispute, action, claim, or other controversy between us, whether in contract, warranty, tort, statute, regulation, ordinance, or any other legal or equitable basis.

b. Informal Dispute Resolution. Either party asserting a Dispute shall first try in good faith to resolve it by providing written notice as specified below to the other party describing the facts and circumstances (including any relevant documentation) and allowing the receiving party 30 days in which to respond. Notice shall be made by first class or registered mail (1) to ENH Power at 1465 Woodbury Ave., #370, Portsmouth, NH 03801 or (2) to you at the postal address on file with us. Both you and ENH Power agree that this dispute resolution procedure is a condition precedent which must be satisfied before initiating any arbitration against the other party.

c. Right to Opt Out of this Arbitration Agreement. You may opt out of this Arbitration Agreement within the first 30 days after the earliest of the first time you (a) enroll and begin purchasing services from ENH Power; or (b) sign up for any further program or service provided by ENH Power. You may also opt out of this Arbitration Agreement within 30 days after we notify you regarding a material change to this Arbitration Agreement. You may opt out by sending an email through ENH Power’s website at [enhpower.com](http://enhpower.com) or by sending a letter to 1465 Woodbury Ave., #370, Portsmouth, NH 03801. You should include your printed name, mailing address, and the words “Reject Arbitration.”

d. How Arbitration Works. Either party may initiate arbitration, which shall be conducted by the American Arbitration Association (“AAA”), under the AAA Commercial or Consumer rules, as applicable, in effect at the time the Claim is filed (“AAA Rules”). For information on how to file a claim, copies of the AAA Rules and forms can be located at [www.adr.org](http://www.adr.org), or by calling 1-800-778-7879. Arbitration shall take place in the country of your residence, as determined by your mailing address on file with us. We agree to pay or reimburse all costs associated with any arbitration between the parties, including filing fees and arbitrator fees, and agree to waive any right to recover an award of attorneys’ fees and costs against you. The arbitrator’s decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction.

e. Waiver of Right to Bring Class Action & Representative Claims. All Disputes, whether resolved informally, in small claims court, or through arbitration, shall be brought on an individual basis. Disputes must be brought in the parties’ individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding (“Class Action”). The parties expressly waive any ability to maintain any Class Action in any forum, and the arbitrator shall not

have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any entity or person not a party to the arbitration. Any claim that all or part of this Class Action waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

f. **Governing Law.** This Arbitration Agreement shall be governed by the Federal Arbitration Act and interpreting federal law. To the extent state law applies to any aspect of this provision or the Claim, the law of your residence, as determined by your mailing address on file with us, shall apply. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in the federal court encompassing the county where the arbitration took place, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Arbitration Agreement including any claim that all or any part of the Arbitration Agreement is void or voidable. However, the preceding sentence shall not apply to the clause above entitled "Waiver of Right to Bring Class Action & Representative Claims."

22. **Insolvency:** You acknowledge and agree that this Agreement and the transaction(s) under this Agreement constitute a 'forward contract' within the meaning of the United States Bankruptcy Code. To the fullest extent possible, you agree to waive the provisions afforded by Section 366 of the United States Bankruptcy Code and acknowledge that for purposes of this application of principles afforded "forward contracts" the provisions of Section 366 shall not apply to you or this Agreement.

**Pure Green Electricity Supply Mix** If you have selected to participate in ENH Power's "Pure Green" Program, subject to the provisions of this Supply Contract, ENH Power will purchase renewable energy to supply all of your power needs. ENH Power will also buy any Renewable Energy Credits (REC's) required to ensure 100% of the electricity purchased on your behalf is generated from renewable electricity sources.

**Coal-Free Electricity Supply Mix** If you have selected to participate in ENH Power's "Coal-Free" Program, subject to the provisions of this Supply Contract, ENH Power will purchase energy to satisfy your full requirements for electric generation service from generating facilities that do not use coal as a fuel source.



## RESIDENTIAL DISCLOSURE SUMMARY

Product Name	«Product Name»		
Length of the Agreement	«Term Length» «Term Type»		
Fixed Per kWh Price	«Rate» «UoM»		
Charges	Your supply charges are calculated by multiplying the rate per kWh above by your total kWh hours used.		
Fixed Price Residential Customers who use	500 kWh of electricity	1,000 kWh of electricity	1,500 kWh of electricity
Will Pay	\$(«Rate» «UoM» x 500)	\$(«Rate» «UoM» x 1,000)	\$(«Rate» «UoM» x 1,500)
Environmental Characteristics	«Yes or No»,«Renewable Content»		
Early Termination Fee	«Yes or No»,«ETF»		
Late Payment Fee	When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by ENH Power, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest.		
Renewal Terms	At least forty-five (45) days prior to the end of the term of service of your Supply Contract, ENH Power will email you either (i) a new Confirmation Letter for the renewal period, which sets forth the electricity price and term that will apply to the renewal period, or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue on a monthly basis until such time as a Confirmation Letter issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee."		
Electric Assistance Program	Customers who receive a benefit from the Electric Assistance Program (EAP) will no longer receive the EAP discount on the energy supply portion of their bill.		



### SMALL COMMERCIAL DISCLOSURE SUMMARY

Product Name	«Product Name»		
Length of the Agreement	«Term Length» «Term Type»		
Fixed Per kWh Price	«Rate» «UoM»		
Charges	Your supply charges are calculated by multiplying the rate per kWh above by your total kWh hours used.		
Fixed Price Small Commercial Customers who use	2,000 kWh of electricity	4,000 kWh of electricity	6,000 kWh of electricity
Will Pay	\$ («Rate» «UoM» x 2,000)	\$ («Rate» «UoM» x 4,000)	\$ («Rate» «UoM» x 6,000)
Environmental Characteristics	«Yes or No», «Renewable Content»		
Early Termination Fee	«Yes or No», «ETF»		
Late Payment Fee	When the Utility issues you a consolidated bill that includes charges for electric generation service supplied by ENH Power, all invoiced balances not paid in full by the due date are subject to the Utility's late payment policies and procedures, including assessment by the Utility of late payment fees and interest.		
Renewal Terms	At least forty-five (45) days prior to the end of the term of service of your Supply Contract, ENH Power will email you either (i) a new Confirmation Letter for the renewal period, which sets forth the electricity price and term that will apply to the renewal period, or (ii) a Holdover Notice that sets forth a Holdover Term during which the terms and rates of the Supply Contract will continue on a monthly basis until such time as a Confirmation Letter issues, during which Holdover Term you may cancel the Supply Contract without payment of any "Cost Recovery Fee."		