

DM 17-125

Power for change.



North American
Power®

August 3, 2017

VIA FED-EX

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

NHPUC 7AUG'17AM9:37

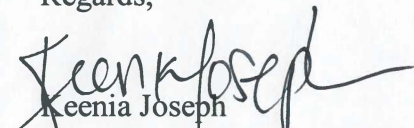
Re: North American Power and Gas, LLC Application Information for Competitive Electric Power Supplier Registration- License Renewal DM 12-138

Dear Ms. Howland:

North American Power and Gas, LLC ("NAPG") hereby submits the following changes to the information on file relative to its application for registration as a New Hampshire Competitive Electric Power Supplier ("CEPS") that was issued on November 13, 2012. Additionally, NAPG will supplement this filing to replace its existing bond once Staff has reviewed and approved the proposed modifications.

Please feel free to contact me with any questions by email at Kjoseph@napower.com or by telephone at 203-663-9757.

Regards,


Keenia Joseph
Director, Regulatory Affairs

North American Power and Gas, LLC

Electric Power Supplier License (CEPS) (as of November 13, 2012)

- 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:

North American Power and Gas, LLC

- 2) The applicant's business address, telephone number, e-mail address, and website address, as Applicable:

20 Glover Avenue, Norwalk, CT 06850
888-313-9086
customercare@napower.com
www.napower.com

- 3) The applicant place of incorporation:

Delaware

- 4) The names, titles, business addresses, telephone numbers and email addresses of the applicants principal officers:

Please see Attachment A.

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

Please see Attachment B.

- 6) Name, title, telephone number, email address of customer service manager:

Machelle Sweitzer
Director, Customer Care
customercare@napower.com
888-313-9086

- 7) Name, title, telephone number, email address of Regulatory contact person:

Keenia Joseph
Director, Regulatory Affairs
Kjoseph@napower.com
203-663-9757

8) Name and address of Registered Agent for service of process:

**Corporation Service Company d/b/a Lawyers Incorporating Service
10 Ferry Street, Suite 313, Concord, NH 03301**

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 C.

10) A listing of the utility franchise areas in which the applicant intends to operate

**Eversource (formerly PSNH)
Liberty
Unitil**

11) A description of the types of customers the applicant intends to serve.

NAPG currently serves residential, small and large commercial customers.

12) A listing of the States that the applicant currently conducts business relating to the sale of electricity.

CT, IL, MA, MD, ME, NH, NJ, NY, OH, PA, RI, TX

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 government 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 D

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 in court:

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

No manager or members or similar official of North American Power and Gas, LLC has ever been convicted of any 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, has any civil, criminal or regulatory sanctions or penalties imposed against them pursuant to any state or federal consumer protection law or regulation at any time. **Yes, Please see below response to question 16.**
- 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: **Yes, Please see below response to question 16.**

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

Response to 15a:

Maryland PSC Investigation

In 2010, the Maryland Public Service Commission ("PSC") initiated an investigation into the marketing practices of NAPG. At the time, the company was a startup; growing rapidly and without a mature compliance process in place. Although the PSC found that NAPG did not intentionally violate any Maryland laws or regulations, NAPG was required to pay a monetary fine, review its policies and procedures, and file monthly reports detailing its marketing efforts in Maryland. NAPG has since invested significantly in people and technology to operate compliantly in Maryland and all other states NAPG operates, including the hiring of an experienced Legal, Regulatory and Compliance team. As a result of our efforts, in 2014 the Maryland PSC removed the monthly reporting requirements (upon a motion made by NAPG that it was no longer necessary in light of NAPG's continued compliance). We remain in good standing with the Maryland PSC. There are no pending complaints or investigations.

Response to 15b: *Excluding the one Maryland issue described above NAPG settled a regulatory inquiry from the CT PURA.*

Connecticut PURA Investigation

The Connecticut Public Utilities Regulatory Authority ("PURA") opened an investigation into the trade practices of North American Power and Gas ("NAPG") in February 2013. In this proceeding, PURA investigated whether or not NAPG had historically engaged in unfair or deceptive trade practices in violation of Conn. Gen. Stat. §16-245o or §42-110b(a). Throughout the investigation, NAPG responded to all interrogatories and requests for documents, and offered detailed testimony from its President, Bill Kinneary as well as the co-founder of the Company, Kerry Breitbart. At all times, NAPG denied (and continues to deny) that it violated any regulation or CT statute. Despite its continued

defense of all allegations, NAPG in order to effectuate a final resolution of the investigation - met on multiple occasions with the Attorney General, the Office of Consumer Counsel and representatives from PURA to discuss how the matter could be amicably resolved. The proposed final settlement resulted in no finding of any wrongdoing or liability against NAPG. NAPG agreed to begin making voluntary, charitable donations to Operation Fuel in November 2015 (to continue for a 26-month period). Operation Fuel is a private, non-profit energy assistance program for people who need emergency help with energy bills and are not eligible for state or federal assistance. We remain in good standing with the Connecticut PURA. There are no pending investigations. However, in December 2016 NAPG paid the settlement in its entirety.

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.

NAPG shall maintain a list of consumers who request being placed on the company's do not call list for the purpose of telemarketing.

- b) Obtain monthly updated do not call lists from the National do not call registry.

NAPG shall obtain monthly updated do not call lists from the National do not call registry.

- c) Not initiate call 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.

NAPG shall not initiate calls to New Hampshire customers who have either requested being placed on the company's do not call list 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.

Not applicable. Please see responses to question 17.

19) A sample of the bill form(s) the applicant intends to use or a statement that the applicant intends to use the utilities billing service:

NAPG uses consolidated billing.

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

Please see Attachment E.

- 21) Demonstration of technical ability to provide for the efficient and reliable transfer of data and electronic information between utilities and the CEPS.

Please see Attachment F.

- 22) Evidence that the CEPS is able to obtain supply in the New England energy market.

Please see Attachment G.

- 23) A statement certifying that the applicant has the authority to file the application of behalf of CEPS and that its contents are truthful, accurate and complete.

Please see Attachment H.


- 24) The signature of applicant or representative.

Signature: _____

Name: _____

Title: _____

Dated: _____


Gregory Breitbart
Vice President
8/3/2017

ATTACHMENT A

Question. No. 4: Name, Title and Business Address of principal officers

| OFFICERS: | | |
|---|---|--|
| Michael Sullivan President 1500 Rankin Road, Ste. 200 Houston, Texas 77073 Phone: 281.653.1854 Michael.sullivan@champion.energy | Caleb Stephenson Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713.570.3547 Caleb.stephenson@calpine.com | Shonnie Daniel Vice President and Assistant Secretary Calpine Corporation 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713.830.8872 Shonnie.daniel@calpine.com |
| W. Thaddeus Miller Chief Legal Officer/Corp. Sec. 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713-830-2000 thadmiller@calpine.com | Kaiser Malik Assistant Secretary 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: (713) 570-4854 Email: kmalik@calpine.com | Greg Breitbart Vice President 20 Glover Avenue, Suite 3 Norwalk, Connecticut 06850 Phone: 203-663-9701 gbreitbart@napower.com |
| Zamir Rauf Chief Financial Officer 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713-830-2000 <u>Zamir.Rauf@calpine.com</u> | Andrew Novotny Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713.570.4605 Andrew.novotny@calpine.com | Stacey Peterson Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713.570.4618 Stacey.peterson@calpine.com |
| Wade Garney Griggs, III Vice President 717 Texas Avenue, Suite 1000 Houston, Texas 77002 Phone: 713-830-2000 Fax: 713-830-8705 <u>Wade.Griggs@calpine.com</u> | Brenda Crockett Vice President 1500 Rankin Road, Ste. 200 Houston, Texas 77073 Phone: 281.653.5071 bcrockett@champion.com | |

Registrations by Jurisdiction Report

As of 7/25/2017

New Hampshire**Calpine Administrative Services Company, Inc.**

Registration Type: Qualification
 Start Date: January 12, 2004 End Date:
 Charter Number: Tax ID:
 Agent: CSC-Lawyers Incorporating Service

Calpine Energy Solutions, LLC

Registration Type: Qualification
 Start Date: February 22, 2011 End Date:
 Charter Number: Tax ID:
 Agent: Corporation Service Company

Calpine Granite Holdings, LLC

Registration Type: Qualification
 Start Date: November 12, 2015 End Date:
 Charter Number: Tax ID:
 Agent: Corporation Service Company

Champion Energy Services, LLC

Registration Type: Registration
 Start Date: August 8, 2014 End Date:
 Charter Number: Tax ID:
 Agent: Corporation Service Company

Granite Ridge Energy, LLC

Registration Type: Qualification
 Start Date: February 11, 2003 End Date:
 Charter Number: Tax ID:
 Agent: Corporation Service Company

Granite Ridge Operating, LLC

Registration Type: Qualification
 Start Date: December 18, 2015 End Date:
 Charter Number: Tax ID:
 Agent: CSC-Lawyers Incorporating Service

North American Power and Gas, LLC

Registrations by Jurisdiction Report

As of 7/25/2017

New Hampshire

| | | |
|--------------------|-----------------------------|-----------|
| Registration Type: | Registration | |
| Start Date: | May 14, 2012 | End Date: |
| Charter Number: | | Tax ID: |
| Agent: | Corporation Service Company | |

(/online/Home/)  Back to Home (/online)

Business Information

Business Details

| | | | |
|---------------------------------------|--|---------------------------------------|---|
| Business Name: | NORTH AMERICAN POWER AND GAS DELAWARE | Business ID: | 670761 |
| Business Type: | Foreign Limited Liability Company | Business Status: Good Standing | |
| Business Creation Date: | 05/14/2012 | Name in State of | NORTH AMERICAN POWER AND Formation: GAS, LLC |
| Date of Formation in Jurisdiction: | 05/14/2012 | | |
| Principal Office Address: | 20 Glover Avenue, Norwalk, CT, 06850, USA | Mailing Address: | 20 Glover Avenue, Norwalk, CT, 06850, USA |
| Citizenship / State of Formation: | Foreign/Delaware | | |
| | | Last Annual Report Year: | 2017 |
| | | Next Report Year: | 2018 |
| Duration: | Perpetual | | |
| Business Email: | lindade@calpine.com | Phone #: | NONE |
| Notification Email: | NONE | Fiscal Year End Date: | NONE |

Principal Purpose

| S.No | NAICS Code | NAICS Subcode |
|------|----------------------------------|---------------|
| 1 | OTHER / Electric supply company. | |

Page 1 of 1, records 1 to 1 of 1

Registered Agent Information

Name: Lawyers Incorporating Service

Registered Office Address: 10 Ferry Street S313, Concord, NH, 03301, USA

Registered Mailing Address: 10 Ferry Street S313, Concord, NH, 03301, USA

Trade Name Information

| Business Name | Business ID | Business Status |
|--|-------------|-----------------|
| North American Power and Gas Delaware (/online/BusinessInquire/TradeNameInformation? businessID=508380) | 670760 | Active |

Trade Name Owned By

| Name | Title | Address |
|--------------------------------|---|--|
| Filing History | Address History | View All Other Addresses |
| | Businesses Linked to Registered Agent | Name History |
| | Return to Search | Shares |
| | | Back |

NH Department of State, Corporation Division, State House Annex, 3rd Floor Room 317, 25 Capitol St, Concord, NH 03301 Email: corporate@sos.nh.gov (<mailto:corporate%40sos.nh.gov>)

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| | |
|--------------------------|----|
| Aggressive Sales Tactics | 4 |
| Billing Issue | 10 |
| Cancellation Delay | 17 |
| Deceptive Marketing | 18 |
| DNC/DNM | 9 |
| Enrollment Delay | 4 |
| Miscellaneous | 2 |
| Promotion Not Received | 4 |
| Quality of Service | 2 |
| Rate Issue | 42 |
| Renewal Letter Dispute | 46 |
| Requesting Cancellation | 21 |
| Unauthorized Switch | 84 |

Attachment E

North American Power and Gas, LLC ("NAP") TERMS OF SERVICE (the "Agreement")
1500 Rankin Road, Ste. 200, Houston, TX 77073
Contract Summary Disclosure Statement

| | |
|------------------------------|---|
| Utility | << >> |
| Type of Service | Electricity |
| Price | The current Fixed Price is X.XX cents per kWh. This Fixed Price applies to all electricity supplied during Fixed Price Period and does not vary based on usage amount. This Fixed Price excludes all other costs, including, but not limited to the price of transmission and distribution, the system benefits fund, stranded cost recovery charge, any utility-related charges and taxes. |
| Start Date | This Agreement shall begin on the date your Competitive Electric Supplier is changed to NAP by your Local Utility, after the end of any Rescission Period (as defined below). |
| Term | The Fixed Price Period of this Agreement will begin on the Start Date as determined by your Local Utility, and will end after X months of service with NAP; thereafter, unless otherwise agreed, the Agreement will automatically continue under a month-to-month Variable Rate until cancelled by you or NAP in accordance with the terms of this Agreement. |
| Rescission | You have the right to rescind this Agreement without fees or penalties of any kind (a) within 3 business days from the date of personal or electronic delivery of this Agreement and Introductory Letter, or (b) within 5 business days from the postmarked date when this Agreement is delivered via the U.S. Mail (each, as applicable, the "Rescission Period"). You should contact NAP at its contact information listed in Section 13 of the Agreement to exercise this right of rescission. |
| Early Termination Fee | If you wish to terminate this Agreement during the Fixed Price Period after the applicable Rescission Period, NAP will have the right to charge you an early termination fee of \$10.00 per month for each month remaining in the Fixed Price Period. There are no early termination or cancellation fees for Customers on Variable Rates or contracts with Fixed Price Periods of 3 or fewer months. |
| Renewal | Upon completion of the Fixed Price Period, unless otherwise agreed, this Agreement will automatically continue on a month-to-month basis at NAP's then-current Variable Rate until it is cancelled by either you or NAP in accordance with the terms of this Agreement. NAP will provide you with a renewal notification at least 45 days prior to the expiration of any Fixed Price Period. |

Attachment E

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER THAT WILL AFFECT CUSTOMER'S LEGAL RIGHTS. PLEASE REVIEW CAREFULLY.

New Hampshire Service Area Terms of Service

The following is your Terms of Service Agreement with **North American Power and Gas, LLC ("NAP" and/or "North American Power")**. This Agreement, any Disclosure Label and Contract Summary Disclosure Statement, together, your Intro-Package (collectively, the "Agreement") (i) describes your and NAP's responsibilities and, among other things, contains an arbitration clause and class action waiver that waives each of your and NAP's rights to sue in court (other than individual action in small claims court), to trial by jury, and to participate in a class action; and (ii) comprises your entire agreement with North American Power, and supersedes any oral or written statements made in connection with this Agreement or your electricity supply. This Agreement authorizes North American Power to change your electric supplier with your Local Utility (each "Local Utility" being Eversource Energy, National Grid or Unitil) and, by executing, approving and/or not rescinding this Agreement, you agree to be bound without limitation, qualification or change and to abide by the terms of this Agreement. In this Agreement, the words "we," "us," and "our" refer to North American Power, and the words "you" and "your" refer to Customer. You represent that you are at least 18 years old and fully authorized to enter into this Agreement.

1. Service. You will begin receiving electricity at the time of the first scheduled meter reading by your Local Utility, unless your Local Utility establishes a different effective date ("Start Date"). NAP shall supply your electricity pursuant to this Agreement during the term of this Agreement. By executing, approving and/or not rescinding this Agreement under NAP's terms, you agree to initiate service and begin enrollment.

2. Term; Renewal. If your electricity supply service is provided at a Fixed Price, the price of electricity under this Agreement shall be fixed for the Fixed Price Period stated on the Contract Summary Disclosure Statement included with this Agreement. The Fixed Price Period shall commence on the Start Date. At the expiration of the Fixed Price Period, this Agreement will automatically continue on a month-to-month basis on the same terms except that the price each month will be NAP's then-current Variable Rate. NAP will provide you with a renewal notification at least 45 days prior to the expiration of any Fixed Price Period ("Renewal Notice"). In the Renewal Notice, NAP will remind you of the existing Fixed Price Period expiration date and will provide information regarding your options to renew or continue on another NAP product. If NAP

materially changes its terms and conditions other than variable pricing, NAP will notify you of any such change and its effective date. You will have 3 business days from receipt of the first billing statement following such effective date to reject the new terms and conditions and cancel this Agreement (this period is extended to 5 business days following postmarked date when delivered by U.S. Mail).

If your electricity supply service is provided at a Variable Rate, your energy will be supplied on a month-to-month basis at the then-current Variable Rate, and either party will have the right to cancel at any time upon written notice consistent with this Agreement.

3. Price. If your electricity supply service is provided at a Fixed Price, NAP's price for all electricity sold under this Agreement shall be fixed for the Fixed Price Period as described above in Section 2. Upon completion of the Fixed Price Period, unless otherwise agreed, the price charged for electricity under this Agreement will be a month-to-month Variable Rate. The Variable Rate will be determined by NAP for each month at its sole discretion based on business and market conditions including, but not limited to, the costs incurred by NAP to procure energy to serve your account, transportation costs, balancing fees, capacity charges, line losses, ancillary service fees, alternative and renewable energy requirements, storage charges, administrative costs, costs to acquire, marketing costs, profit, applicable taxes, and other business and market considerations.

4. Agency. You hereby appoint NAP as agent for the purposes of acquiring the supplies necessary to meet your electricity needs and arranging to deliver electricity to you.

5. Title. All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery," which shall be at the New England power grid (ISO New England North American Power load bus), and shall constitute the point at which the sale occurs and title passes from NAP to you.

6. Measurement. The measurement in kilowatt hours of the quantity of electricity delivered under this Agreement shall be determined by the meter readings performed by the Local Utility.

7. Billing and Payment. Approximately each month your bill for electricity supplied by NAP, not including the Local Utility's charges for transmitting and delivering the electricity over the Local Utility system, will be calculated by multiplying (i) the price of electricity by (ii) the amount of electricity used in the billing cycle, based on the meter readings performed by the Local Utility, which shall be solely responsible for the accuracy of such meter readings. For each account, you will receive one monthly consolidated bill from the Local Utility with its charges and NAP's charges. The Local Utility will set your payment due date

Attachment E

and provide the payment address. You will continue to pay the bill following the Local Utility's billing and payment policies. Your payments remitted in response to a consolidated bill shall, to the extent required, be pro-rated in accordance with procedures adopted by the New Hampshire Public Utilities Commission (the "PUC"). If NAP invoices you for any unpaid supply charges that have not been paid pursuant to the Local Utility consolidated billing process and are no longer being billed to you by the Local Utility, you will pay each invoice in full within 20 calendar days of the invoice date or be subject to a late payment charge of 1.5% per month. For invoices provided by NAP, you acknowledge that NAP's ability to invoice you is dependent on the Local Utility furnishing to NAP all necessary information to comply with PUC rule 2004.06, and that the Local Utility is solely responsible for the accuracy of such information. In the absence of such information, NAP shall have the right to invoice you based on estimated or historical meter readings or other estimated information, calculated in a commercially reasonable manner and subject to later revision based on receipt of actual information. Any resulting adjustments will be reflected as a debit or credit on your subsequent invoice after actual usage information has been determined. Each invoice sent to you shall also be subject to adjustment for errors in arithmetic, computation, meter readings or other errors for a period of time for which the error is being re-billed, or for a period of 3 months following such time the Local Utility may be permitted under law to make such an adjustment, whichever is longer. In the event you fail to provide payment when due on any Local Utility bill and/or NAP invoice, NAP shall have the right to terminate commodity service by providing at least 10 business days' prior written notice to you, at which time you may switch to another competitive electric power supplier or the Local Utility. A \$25 fee will be charged for all returned payments.

8. Electric Assistance Program ("EAP"). EAP is a discount electric rate available to qualifying residential customers from their Local Utility. **If you are currently on such a rate with the Local Utility, we suggest that you not enroll with NAP as the program benefits do not apply to NAP's charges.** For further information, contact the local Community Action Agency ("CAA") by either calling the PUC at 1.800.852.3793 or visiting the PUC's website at: <http://www.puc.state.nh.us/Consumer/electricassistanceprogram.htm> to obtain contact information based on the County in which your account is located. Additional information regarding EAP and other assistance programs, including Low Income Heating Assistance Program, Neighbor Helping Neighbor and Project Care, can be found on the Office of Consumer Advocate's Assistance Program page located at: <http://www.oqa.nh.gov/assistanceprograms.htm>.

9. Cancellation by Customer. You may terminate this Agreement by written notification to NAP at least 30 days prior to the intended termination date. The termination will not become effective until your Local Utility successfully switches you to the new service provider of your choice. Until that occurs, your obligations under this Agreement remain in full force and effect. If your Fixed Price Period is 4 or more months, and you terminate this Agreement prior to the expiration date of the Fixed Price Period, NAP will have the right to charge you an early termination fee of \$10.00 per month for each month remaining in the Fixed Price Period. You may terminate this Agreement at any time while on a month-to-month Variable Rate or during a Fixed Price Period of 3 or fewer months without paying an early termination or cancellation fee. You may provide written notice of termination at NAP's address listed in Section 13 or call NAP at 1-888-313-9086 or email NAP at customercare@napower.com. You will be responsible for all of NAP's charges related to service during the period that you are returning to the Local Utility or selecting another supplier.

10. Cancellation by North American Power. NAP may cancel or terminate the Agreement at any time, without penalty, by notifying you in writing no less than 10 business days prior to the termination. Termination becomes effective upon the processing of NAP's cancellation request by the Local Utility but not earlier than your next meter read date that falls not less than 10 business days after issuing the notice. You will be obligated to pay for the electricity supply service provided by NAP pursuant to the Agreement prior to the date that such cancellation becomes effective, including any applicable Local Utility late fees, fees or charges. Should NAP terminate the Agreement, you will be returned to your Local Utility's default electricity supply service unless you choose another competitive energy supplier.

11. Acceptance and Amendments. North American Power may amend the terms of this Agreement (other than price) at any time, consistent with any applicable law, rule or regulation, by providing notice to you of such amendment at least 30 days prior to the effective date thereof.

12. Emergency Service Contacts. In the event of an electric power outage or other emergency, you should use the following toll-free numbers to directly contact your Local Utility:

| | |
|---|----------------|
| Liberty Utilities (formerly Granite State Electric Co.) | 1-800-375-7413 |
| Eversource Energy | 1-800-662-7764 |
| Unitil Energy Systems, Inc. | 1-800-852-3339 |

Attachment E

13. Customer Complaints And Dispute Resolution. In the event of a billing dispute or a disagreement involving NAP's service hereunder, the parties will use their best efforts to resolve the dispute. You should contact NAP by telephone at 1-888-313-9086 or email at customercare@napower.com. You may also contact NAP by mail at 1500 Rankin Road, Ste. 200, Houston, TX 77073 ("NAP Address"). A dispute or complaint relating to a residential or small commercial customer may be submitted by either party at any time to the PUC pursuant to its Complaint Handling Procedures ("Procedures") by calling the PUC at 1.800.852.3793 or by writing to the PUC at: New Hampshire Public Utilities Commission, Consumer Services and External Affairs, 21 South Fruit Street, Suite 10, Concord NH 03301-2429 ("PUC Address"), or through its website at: <http://www.puc.state.nh.us>. You must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. **ALL CLAIMS OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS AGREEMENT THAT ARE NOT RESOLVED THROUGH THIS PROCESS WILL BE HANDLED PURSUANT TO THE BINDING ARBITRATION; CLASS ACTION WAIVER PROVISION BELOW.**

14. Binding Arbitration; Class Action Waiver. In the unlikely event that you have any complaint or other dispute that is not resolved by NAP or the PUC to your satisfaction, or that we have a dispute with you and are unable to resolve it informally, we each agree to resolve such a dispute through binding arbitration before the American Arbitration Association ("AAA") under the Federal Arbitration Act ("FAA") or small claims court, instead of before any other court. We each agree to arbitrate solely on an individual basis, and understand and agree that this Agreement does not permit class arbitration or any claims brought as a plaintiff or class member in any class or representative arbitration proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND NAP ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION OR TO SUE IN COURT (OTHER THAN AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT AS DESCRIBED HEREIN).

A. Scope. The term "dispute" includes any claim or controversy between you and us concerning or related to your Agreement with us and the electricity or gas supply you receive from us under that Agreement, under any legal theory including contract, warranty, tort, statute or regulation. This includes any dispute concerning arbitrability or the existence, scope, validity, construction or enforceability of this Agreement; such disputes

shall be resolved by the arbitrator and you and NAP each waive the right to have these matters resolved by any court, including by a jury trial. Notwithstanding the arbitrator's power to rule on its own jurisdiction and the validity or enforceability of the agreement to arbitrate, the arbitrator has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

B. Notice of Dispute. If you have a dispute that has not been resolved by NAP or the PUC, send a Notice of Dispute by U.S. Mail to NAP at the NAP Contact Information below with your name, address, contact information, summary of the dispute, and how you would like the dispute resolved. We will do the same with you. If we have not resolved the dispute within 60 days after that notice is sent, either of us may start an arbitration.

C. Small Claims Court Option. As an alternative to arbitration, you may bring an individual case in your county of residence or where you do business, or Fairfield County, CT, if you meet the court's requirements, so long as it remains an individual case in that court. You may, but are not required to, mail us a Notice of Dispute and give us 60 days to resolve the dispute with you before filing in small claims court.

D. Arbitration Procedure. The AAA will conduct arbitration under its Commercial Arbitration Rules or, if you are an individual and the electricity or gas supplied under this Agreement is for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the supply, its Consumer Arbitration Rules, in each case as modified by this Agreement. For more information, see www.adr.org. To start an arbitration, submit the appropriate form available at <https://www.adr.org/Rules> to AAA and mail a copy to us. In a dispute involving \$25,000 or less, any hearing will be by telephone unless the arbitrator finds good cause to hold an in-person hearing instead. Any in-person hearing will take place in your choice of your county of residence or principal place of business or our principal place of business, Fairfield County, CT. The arbitrator may award the same damages to you individually as a court could.

The Customer Complaint and Dispute Resolution and Binding Arbitration; Class Action Waiver provisions shall survive termination or expiration of this Agreement.

15. Customer Protections. The services provided by NAP to you are governed by the terms and conditions of this Agreement. NAP will provide at least 10 days' notice prior to the cancellation of service to you. You may obtain additional information about your rights and responsibilities by contacting NAP at 1-888-313-9086 or the NAP Address or by contacting the PUC at 1.800.852.3793, or by writing to the PUC at the PUC Address, or through its website at: <http://www.puc.state.nh.us>.

Attachment E

16. Default Liability. Under no circumstances shall you or NAP be liable for any punitive, incidental, consequential, exemplary or indirect damages, or damages related to third-party claims, whether such damages or claims are based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement. You acknowledge that your Local Utility and ISO-NE are exclusively responsible for the energy transmission and delivery system, and that NAP has no independent control over your Local Utility's or ISO-NE's systems and will have no liability for any of their acts or omissions.

17. Choice of Laws. This Agreement shall be construed under and shall be governed by applicable federal laws and the laws of the State of New Hampshire without regard to application of its conflicts of laws and principles.

18. Change of Law/Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations, tariffs or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder, including but not limited to the Local Utility, the PUC, ISO-NE, the Federal Energy Regulatory Commission (FERC), or any of their successors (collectively, "Laws") (any change or change in interpretation of a Law, a "Change in Law"). If at any time during the term of this Agreement there is a Change in Law that results in NAP being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, or results in an increase in NAP's costs of providing electricity supply service to you under this Agreement, NAP may terminate this Agreement in accordance with the termination provisions above or adjust its rate/price to reflect any increases associated with such Change in Law upon 30 days' written notice to you.

19. No Warranties. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, NAP PROVIDES AND YOU RECEIVE NO WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE AND NAP SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. Force Majeure. Notwithstanding any other provision of the Agreement, if we are unable to carry out any obligation under the Agreement due to a Force Majeure the Agreement will remain in effect but such obligation will be suspended for the duration of the Force Majeure, so long as we use commercially reasonable efforts to remedy our inability to perform. "Force Majeure" means an event not within our reasonable control that we are unable to prevent or overcome in a commercially reasonable manner by the exercise of due diligence. Force Majeure includes, but is not limited to, acts of God; fire; war;

terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of distribution, transmission, or supply; declaration of emergency by the Local Utility or ISO NE; regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under our control.

21. Taxes. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, shall be paid by you.

22. Assignment. You may not assign your interest or obligations under this Agreement without the written consent of NAP. NAP may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. NAP may assign this Agreement to another energy supplier, energy services company, or other entity authorized by the PUC. NAP must provide you 14 days' prior notice before the assignment of this Agreement to another service provider. Upon such assignment, you agree that NAP shall have no further obligations hereunder.

23. Authorization. You authorize NAP to obtain and review information including, but not limited to your credit history from credit reporting agencies, and Local Utility information including, but not limited to, consumption history, billing determinants, credit information, payment information, public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are elderly, blind or disabled, have a tax status and/or are eligible for economic development or other incentives. This information may be used by NAP to determine whether it will commence and/or continue to provide energy supply service to you. By enrolling with NAP, you are designating NAP as an appropriate and authorized user of your information to enroll you and such enrollment shall constitute authorization to obtain from time to time all usage, billing, payment history and other related information with respect to your account from the Local Utility. Actual or attempted enrollment online, telephonic enrollment, and/or your execution of this Agreement shall constitute authorization for the release of this information to NAP and to third parties who need to use or be aware of such information in connection with your electric generation services, as well as to our agents, affiliates, contractors, and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the term of this Agreement. You acknowledge that you will be invoiced by the Local Utility, and that NAP's ability to collect payment for the electric supply portion on your bill is dependent on the Local Utility furnishing NAP with the necessary

Attachment E

information. In the absence of such information, NAP shall have the right to use your information to collect any required information for bill collection purposes. NAP, at its sole discretion, may refuse to accept any customer with a credit score that does not meet or exceed its enrollment criteria. If accepted as a customer, you authorize NAP to report your payment experience to credit reporting agencies. This authorization will remain in effect during the entire term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to NAP or calling NAP at 1-800-313-9086. NAP reserves the right to cancel this Agreement in the event you rescind the authorization. NAP considers all such customer information to be confidential, and will not release such confidential customer information that is not otherwise publicly available without written authorization from you, except as required by process of court, state, or a state or federal regulatory agency or other legal compulsion.

24. Deposit Requirements. NAP may require a deposit for certain customers. If a deposit is required, you will be notified by NAP as to the amount and the rate of interest paid on the deposit.

25. Do Not Call Registry. You may opt out of receiving any telemarketing calls by registering with the National Do Not Call Registry online at <https://www.donotcall.gov/register/reg.aspx> or by telephone by calling 1-888-382-1222 from the phone number you wish to register.

26. UCC. Except as otherwise provided for in this Agreement, the provisions of the Uniform Commercial Code ("UCC") of New Hampshire shall govern this Agreement and electricity shall be deemed a "good" for purposes of the UCC.

27. Waiver. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. Failure of either party to exercise any right hereunder shall not constitute a waiver hereunder and shall not impair the exercise of such rights at any later time.

28. Severability. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

29. Miscellaneous. You will promptly notify NAP if there are any material changes in your energy consumption. There may be a delay before Local Utility switches your electricity supply to NAP; NAP is not responsible for any such delays.



Liberty Utilities™

COMPLETION OF EDI TESTING

This is to certify that on JUNE 25th, 2014
North American Power and Gas, LLC
completed all of the requirements of New Hampshire
Code of Administrative Rules, Section PUC 2003.01(d).

A handwritten signature in black ink, appearing to read "Deborah Gilbertson".

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

nationalgrid

175 East Old Country Road, Hicksville, New York 11801

July 3, 2013

New Hampshire Public Utilities Commission
21 South Fruit Street, Suite 10
Concord, NH 03301-2420

To Whom It May Concern:

This letter is in regard to **North American Power and Gas, LLC** an Energy Service Company (ESCO).

North American Power and Gas, LLC has successfully completed all necessary EDI requirements and technical specifications to conduct business with National Grid. **North American Power and Gas, LLC** has been authorized and can conduct business within the National Grid (Granite State Electric) New Hampshire region effective July 3, 2013. **North American Power and Gas, LLC** currently utilizes Energy Services Group, Inc. as their EDI provider.

Regards,

Sergio Smilley
Senior Analyst
Supplier Services/Customer Choice
175 East Old Country Road
East Bldg. Ground Floor
Hicksville, NY 11801
Off: 516-545-2468
Fax: 516-545-3250



Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to: North American Power, LLC
Represented by: Chris Sattler

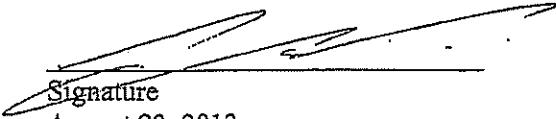
Issued by: Unitil Energy Systems
Represented by: Joel Andruski, Associate Energy Analyst

Date: August 23, 2013

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and North American Power, LLC. As of August 23, 2013, Unitil Energy Systems does hereby declare North American Power, LLC as a certified EDI trading partner capable of exchanging the following transactions:

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

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


Signature
August 23, 2013
Date

Joel Andruski
Associate Energy Analyst
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
EL_supplierservices@unitil.com

CERTIFICATE OF COMPLETION

This is to certify that a Representative of

North American Power, LLC

has successfully completed the

EDI TESTING

Given this *20th* Day of *August, 2013*

Unitil Fitchburg Gas & Electric - MA

Host Utility Coordinator



NEW ENGLAND POWER POOL

Current Members

HOME ABOUT NEPOOL PARTICIPANTS MEETINGS CALENDAR LIBRARY Current Issues NEPOOL GIS LINKS IMAPP Summer Mtg

Pre-Printed Rosters:

| <u>Sector Roster</u> | <u>Alphabetical (by Voting Member)</u> | <u>Alphabetical (2d RNA)</u> | <u>ISO-NE CAMS:</u> |
|---|---|--|--|
| Abest Power & Gas, LLC | Darvees Electric Division | H.O. Energy Services (U.S.) Inc. | Saint Anselm College |
| Acadia Center | Darby Energy, LLP | Hammond Biograde Energy LLC | Saratoga Energy East LLC |
| Acushnet Company | Dartmouth Power Associates, LP | Hammond Lumber Company | Saratoga Power LLC |
| Aesir Power, LLC | DC Energy, LLC | Hampshire Council of Governments | Seneca Energy II, LLC |
| Ageva Energy LLC | Deepwater Wind Block Island LLC | Hancock Wind, LLC | SFE Energy Connecticut LLC |
| Algonquin Energy Services Inc | Devon Power LLC | Hanover, NH (Town of) | SFE Energy Massachusetts LLC |
| Alphatarasa Nickel LLC | Devonshire Energy LLC | Harborside Energy of Massachusetts | Shell Energy North America (US) L.P. |
| Amelit Northeast LLC | DFC ERG CT, LLC | Harvard Dedicated Energy Limited | Shipley Choice, LLC |
| American PowerNet Management, LP | Direct Energy Business, LLC | High Liner Foods (USA) Incorporated | d/b/a Shipley Energy |
| AmericanWide Energy, LLC | Discount Power, Inc. | HOKO Energy, LLC | Shipyard Brewing Co., LLC |
| Amunpour, Farhad | Domain Energy Generation Marketing, Inc. | Holden Municipal Light Department | Shippary Energy LLC |
| Ampersand Energy Partners LLC | Domain Energy Nuclear Connecticut, Inc. | Holyoke Gas & Electric Department | Shrewsbury Electric & Cable Operations |
| Anthony, Christopher M. | DTE Energy Trading, Inc. | Howard Wind LLC | SmartEnergy Holdings LLC |
| Antium Wind Energy LLC | Dynasty Power Inc. | Hudson Energy Services, LLC | Solea Energy, LLC |
| Archer Energy, LLC | Dynasty Marketing and Trade LLC | Hudson Light and Power Department | Somerset Power LLC |
| Ashtabham Municipal Light Plant | East Avenue Energy LLC | Hull Municipal Lighting Plant | South Hadley Electric Light Department |
| Aspinby Energy, LLC | EDF Energy Services, LLC | Hytec Energy Services, Inc. | South Jersey Energy Company |
| Associated Industries of Massachusetts | EDF Trading North America, LLC | Idtec Energy Services, Inc. | South Jersey Energy ISO1, LLC |
| Astral Energy LLC | eCapital Investments LLC | IDT Energy, Inc. | South Jersey Energy ISO3, LLC |
| Athens Energy LLC | Electricity Maine, LLC | Indrek Energy-Alexandria, LLC | Spark Energy, LLC |
| Atlantic Energy MA, LLC | Electricity N.H., LLC d/b/a ENH Power | Independence Energy Group LLC | Springfield Power LLC |
| Avanord Renewables, LLC | Eljon Energy, LLC | Industrial Energy Consumer Group | Spurce Mountain Wind, LLC |
| Backyard Farms, LLC | Emera Energy Services Sub No. 1 LLC | Industrial Power Services Corporation | Nordic Energy Services, LLC |
| Backyard Farms Energy, LLC | Emera Energy Services Sub No. 2 LLC | Inertia Power III LP | Staten Energy, Inc. |
| Bath Iron Works Corporation | Emera Energy Services Sub No. 3 LLC | Inspire Energy Holdings, LLC | Sterling Municipal Electric Light Dept |
| BBFC, LLC d/b/a Great Eastern Energy | Emera Energy Services Sub No. 4 LLC | Interstate Gas Supply, Inc. | Stetson Holdings, LLC |
| Beacon Falls Energy Park, LLC | Emera Energy Services Sub No. 5 LLC | Invenery Energy Management LLC | Stetson Wind II, LLC |
| Bear Swamp Power Company LLC | Emera Energy Services Sub No. 6 LLC | Ipswich Municipal Light Department | Stored Solar JWVE, LLC |
| Belmont Municipal Light Department | Emera Energy Services Sub No. 7 LLC | J. Aron & Company, LLC | Stowe Electric Department |
| Berkshire Power Company, LLC | Emera Energy Services Sub No. 8 LLC | J.F. Gray & Associates, LLC | Sunwave USA Holdings, Inc. |
| Berlin Station, LLC | Emera Energy Services Sub No. 9 LLC | Just Energy (U.S.) Corp. | Sustaining Power Solutions LLC |
| Black Bear Hydro Partners, LLC | Emera Energy Services Sub No. 10 LLC | Kendall Green Energy LLC | SWEB Development USA, LLC |
| Blackstone Hydro, Inc. | Emera Energy Services Sub No. 11 LLC | Kimberly-Clark Corporation | Swift River Trading Company LLC |
| Block Island Power Company | Emera Energy Services Sub No. 12 LLC | King Forest Industries, Inc. | Talen Energy Marketing, LLC |
| Bloom Energy Corporation | Emera Energy Services Sub No. 13 LLC | Kleen Energy Systems, LLC | Tangen Energy Solutions, Inc. |
| Blue Sky East, LLC | Emera Energy Services Sub No. 14 LLC | Liberty Power Delaware LLC | Taunton Municipal Lighting Plant |
| Blue Sky West, LLC | Emera Energy Services Sub No. 15 LLC | Liberty Power Holdings, LLC | TCPL Power Ltd |
| BlueRock Energy, Inc. | Emera Maine Inc. | Liberty Utilities (Granite State Electric) | TEC Energy, Inc. |
| BWP Paribas Energy Trading GP | Emera Plus Holdings LLC | LifeEnergy, LLC | Templeton Municipal Lighting Plant |
| Boston Energy Trading and Marketing | Emera Resources Ltd. | Little Energy Services, Inc. | Tenaska Power Services Co |
| Boston Municipal Light Department | Emera Resources Ltd. Partnership | Littleton (NH) Electric Light Dept | Texas Retail Energy, LLC |
| BP Energy Company | Energy New England LLC | Littleton (NH) Water and Light Dept | The Energy Consortium |
| Braintree Electric Light Department | Energy Federation Inc. | Long Island Lighting Co. d/b/a LIPA | The Energy Council of Rhode Island |
| Deepwater Power Company LP | Energy GPS LLC | Longwood Energy, LLC | Trojan Gas LLC |
| Brookfield Energy Marketing LP | Energy Plus Holdings LLC | Lotus Medical Energy Collaborative, Inc. | Trojan Trading, LLC |
| Brookfield Renewable Energy Mktg US | EnergyROC, Inc. | Lotus Danbury LMS100 One, LLC | Trojan of New Shoreham, Rhode Island |
| Brookfield White Pine Hydro LLC | Engebiart CTP (US) LLC | Lotus Danbury LMS100 Two, LLC | Toon Square Energy, LLC |
| Brown Bear II Hydro, Inc. | ENGIE Energy Marketing NA, Inc. | MA Operating Holdings, LLC | TrailStone Power, LLC |
| Bucksport Generation LLC | ENGIE Resources Ltd. | Macquarie Energy, LLC | TransAlta Energy Marketing (U.S.) Inc. |
| Burlington Electric Department | Energy Nuclear Power Marketing LLC | Madison Electric Works | TransCanada Energy Ltd |
| C.N. Brown Electricity, LLC | Entrust Energy East, Inc. | MAG Energy Solutions, Inc. | TransCanada Power Marketing LLC |
| Cabot Energy Services, LP | EnvaPower, Inc. | Maine Power LLC | TransCanada Energy Ltd |
| Cabot Energy Solutions, LLC | Environmental Defense Fund, Inc. | Maine Public Advocate Office | Pioneer Hydro Electric Co., Inc. |
| Canandaigua Power Partners, LLC | Epic USA, Inc. | Maine Sking, Inc. | Plainfield Renewable Energy, LLC |
| Cape Light Compact | ESI Northeast Energy GP, Inc. | Major Energy Electric Services | Plant-E Corp |
| Canpol Power Markets, LLC | Essential Power, LLC | Manchester Methuen, LLC | Plymouth Rock Energy, LLC |
| Castleton Gannond, Merchant Trading | Essential Power Massachusetts, LLC | Mansfield Municipal Electric Dept | PNE Energy Supply LLC |
| Central Maine Power Company | Essential Power Newington, LLC | Maple Energy LLC | Power Bidding Strategies, LLC |
| Centre Lane Trading Limited | ETC Endure Energy, LLC | Marble River, LLC | PowerOptions, Inc. |
| Champion Energy Marketing LLC | Evergreen Wind Power III, LLC | Marblehead Municipal Light Dept | Praxair, Inc. |
| Charlton VT, LLC | Evergreen Wind Power III, LLC | Mass Solar 1, LLC | Princeton Municipal Light Department |
| Chester Municipal Light Department | EverSource Energy Transmission Ventures, Inc. | Mass. Office of the Attorney General | Provider Power Mass, LLC |
| CHI Power Marketing, Inc. | Everyday Energy, LLC | Mass. Bay Transportation Authority | PSEG Energy Resources & Trade LLC |
| Chicopee Municipal Lighting Plant | Exxon Generation Company, LLC | Mass. Development Finance Agency | PSEG New Haven LLC |
| Choice Energy LLC | Fairchild Energy, LLC | Mass. Electric Company | Public Power, LLC |
| Ciuhno Energy, LLC | Fairpoint Energy, LLC | Mass. Gas and Electric, Inc. | Public Service Co. of New Hampshire |
| Citigroup Energy Inc | First Point Power, LLC | Mass. Municipal Wholesale Electric Co | d/b/a Eversource Energy |
| CleanChoice Energy, Inc. | FirstLight Power Resources Management, LLC | Mass. Port Authority | Putnam Hydropower, Inc. |
| CLEARresult Consulting Inc. | Fisher Road Solar I LLC | MATEP LLC | Rainbow Energy Marketing Corp |
| Cleavworth Electric Inc. | Fitzburg Gas and Electric Light Co | McGill St-Laurent Inc. | Reading Municipal Light Plant |
| Commonwealth of Massachusetts | Food City, Inc. | Merida Energy Holdings, LLC | Record Hill Wind LLC |
| (Div. of Capital Asset Management) | Footprint Power Salem Harbor Development | Mercuria Energy America, Inc. | ReEnergy Stratton LLC |
| Commonwealth Resource Management Corporation | FPL Energy Mason, LLC | Merrill Lynch Commodities, Inc. | Reliant Energy Northeast LLC |
| Competitive Energy Services, LLC | FPL Energy Wyman, LLC | Merrimack Municipal Light Department | Renaissance Power & Gas, Inc. |
| Conn. Central Energy, LLC | FPL Energy Wyman IV, LLC | Messachusetts Stream Hydro, LLC | REP Energy LLC |
| Conn. Gas & Electric, Inc. | Freeport Commodities, LLC | Middleboro Gas and Electric Dept | Resol Energy North American Corp. |
| Conn. Iet Power LLC | | Middleton Municipal Electric Dept | Resolents Energy, LLC |
| Conn. Light and Power Company d/b/a Eversource Energy | | Middleton Power LLC | Rhode Island Engine Genco, LLC |
| Conn. Materials Innovations & Recycling | | Millennium Power Partners, LP | Rhode Island State Energy Center, LP |
| | | Missouri Power, LLC | Rinar Power LLC |
| | | Montville Power, LLC | Rocky Gorge Corporation |
| | | Moore Company, The | Roctop Investments Inc. |
| | | | Roseton Generating, LLC |
| | | | Roxley Municipal Light Plant |

AFFIDAVIT OF GENERAL COMPLIANCE

State of Connecticut

Country of Fairfield

Greg Breitbart, Affiant, being duly sworn according to law, deposes and says that:

He is the Vice President of North American Power and Gas, LLC ("NAPG")

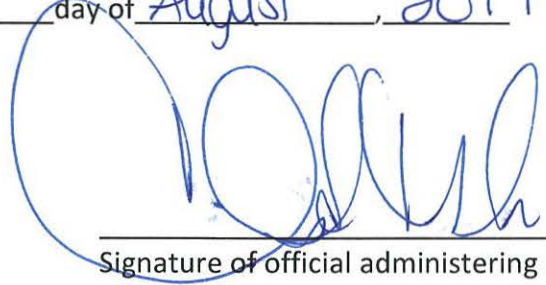
That he is authorized to and does make this affidavit for said Applicant.

That the Applicant herein certifies to the Commission under penalty of perjury that he has personally examined and is familiar with all information contained in the forgoing report, including any attachments and appendices, and further certifies that information to be true, correct, complete (or has reasonably relied on documents and information that were presented to him as true, correct and complete by NAPG staff).



Signature of Affiant

Sworn and subscribed before me this 3rd day of August, 2017



Signature of official administering oath

My commission expires _____

CHRISTINA MARIA GELO
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 6/30/2021

