DM 13-066
Original

FirstPointPower
YOUR ENERGY PROVIDER

June 28, 2013

DM 13-066

NHPUC JUL01'13 AM11:17

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Subject: Request for waiver PUC 2003.03(a)(5) - First Point Power, LLC

Dear Ms. Howland,

As a follow up to the CEPS Initial Registration Application for First Point Power, LLC whereby First Point Power, LLC had requested a waiver modifying the surety requirement from $100,000 to $15,000 during its first year. In respect to the request, the company would like to respectfully modify its waiver request and propose the following.

First Point Power, LLC has secured a one year (June 4, 2013 through June 4, 2014) surety bond in the amount $100,000. The form in which it was written allows the bond to be renewed with a continuation certificate thereafter which the company would exercise. Please note, we were unable to obtain financial surety for more than a year in duration from the bonding company.

I have attached the bond for your review and consideration and look forward to hearing your ruling on our request.

In addition, per my dialogue and review of all documents with Mr. David Goyette, I have attached a copy of our Enrollment Form, Terms & Conditions, and State of New Hampshire Department of State Certificate of good standing. These documents are being sent to your office via overnight USPS in triplicate. Please let us know if you require any additional information or have any questions.

Thank you for your time and consideration in this matter.

Best regards,

Peter Schieffelin, CEO
First Point Power, LLC

1485 S COUNTY TRAIL · EAST GREENWICH, RI 02818 · PETER@FIRSTPOINTPOWER.COM

cc: attachment
Feb 27th – CEPS Initial Registration Application
Hanover Insurance Company Bond No. 1954122
NH Enrollment Form
Terms & Conditions
NH Department of State – Certificate

1485 S COUNTY TRAIL · EAST GREENWICH, RI 02818 · PETER@FIRSTPOINTPOWER.COM

FirstPointPower
YOUR ENERGY PROVIDER

NHPUC JUL01'13 AM11:18

February 27, 2013

NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
Debra Howland, Executive Director
21 South Fruit Street, Suite 10
Concord, NH 03301-2429

Subject: CEPS Initial Registration Application for First Point Power, LLC

Dear Ms. Howland,

Pursuant to New Hampshire Code of Administrative Rules, Part Puc 2003.01 and Part Puc 2006.01, First Point Power, LLC is submitting this application for registration as Competitive Electric Power Supplier (CEPS) to begin retail electricity supply to all residential, small, medium and large customers in New Hampshire.

In regards to PUC 2003.01 (d)(4) Evidence of financial security, First Point Power is requesting that the Commission grant a waiver modifying the surety requirement from $100,000 to $15,000 during the first year. First Point Power is a start-up company with no customers or sales history. First Point Power understands the surety amount will increase as revenue increases.

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

Best Regards,

Peter Schieffelin, CEO
First Point Power, LLC

Puc 2006.01 Form for Initial and Renewal Registration of Competitive Electric Power Suppliers

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 Legal Name: First Point Power, LLC.

Trade Name: First Point Power, LLC

Website: www.firstpointpower.com.

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

Business Address: First Point Power, LLC
1485 South County Trail
East Greenwich, RI 02818

Phone Number: 401-684-1443

Email: info@firstpointpower.com or peter@firstpointpower.com

Website: www.firstpointpower.com

The applicant's place of incorporation, if anything other than an individual;

State of Rhode Island

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;

Peter Schieffelin – CEO
1485 South County Trail
East Greenwich, RI 02818
401-684-1443
Peter@firstpointpower.com

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

Olympus Capital Investments, LLC is a minority investor in First Point Power. Olympus is an affiliate of Olympus Power, LLC. Olympus Power owns a 15MW biomass generation facility in Bridgewater, New Hampshire.

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

Customer Service Phone: 401-684-1443
Toll Free Phone Number: 1-888-875-1711

Customer Service Email: info@firstpointpower.com

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

Peter Schieffelin – CEO
1485 South County Trail
East Greenwich, RI 02818
401-684-1443
Peter@firstpointpower.com

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;

New England Agents, Inc.
91A North State Street
Concord, New Hampshire 03301
Merrimack County
Phone: 508-768-2249
Email: info@northwestregisteredagent.com
Fax: 323-544-4790

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 1.

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;

- PSNH – Public Service Co. of New Hampshire
- UES – Unitil Energy Systems, Inc.
- GSEC – Granite State Electric Co. (National Grid)

First Point Power will not supply power to New Hampshire Cooperatives initially.

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;

First Point Power intends to service all residential, small, medium and large customers.

- Public Service Co. of New Hampshire
  - R, R-OTOD, G, EAP, LCS, LG, G-OTOD, VIP, B, EOL, SKI, OL, GV
- Unitil Energy Services, Inc.
  - D,OL
- Granite State Electric Co. (National Grid/Liberty)
  - B, B2, BH, BC, BC2, BCH, BW, BW2, BWC, BWC2, OPB, OPB2, OPBH, TND, TND2, TDF, TDF2, LB, LB2, LBH

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

Rhode Island
Massachusetts
Delaware

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;

First Point Power and the principals of FPP have never received any complaints filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency.

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;

First Point Power and the principals of FPP have never been convicted of any felonies.

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;

First Point Power and the principals of FPP have not had any sanctions or penalties of this nature ever.

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

Not applicable

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;

We do not intend to telemarket. However, if we do any telemarketing in the future FPP will abide by the above "do-not-call" list guidelines.

For those applicants that intend not to telemarket, a statement to that effect;

We do not intend to telemarket. However, if we do any telemarketing in the future FPP will abide by the above "do-not-call" list guidelines.

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;

First Point Power intends to use consolidated billing through the utility.

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

A copy of the contract is attached to this application in Exhibit 2.

Additional Information 2003.01
(d) Each applicant shall provide the following in or with its application:
(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 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.

Statements from National Grid, PSNH, and Unitil are attached in Exhibit 3.

(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;

First Point Power is a member of the New England Pool. Proof is attached in Exhibit 4.
http://www.iso-ne.com/committees/directory/default/customer.action?customerId=51284

By submitting this CEPS application for registration, I, Peter Schieffelin, have the authority as Chief Executive Officer and Managing Member of First Point Power, LLC to file this application and attest that the information is truthful, accurate and complete.

Sincerely,

Peter Schieffelin
CEO/Managing Member
First Point Power, LLC

FirstPointPower
YOUR ENERGY PROVIDER

Exhibit 1

Secretary of State Filing

NEW HAMPSHIRE

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 2/25/2013

Filed Documents
(Annual Report History, View Images, etc.)

For a blank Annual Registration Report, click here.

Business Name History

Name	Name Type
First Point Power, LLC	Legal
First Point Power, LLC	Home State

Limited Liability Company - Foreign - Information

Business ID:	680007
Status:	Good Standing
Entity Creation Date:	10/15/2012
State of Business.:	RI
Principal Office Address:	610 Ten Rod Road #2 North Kingstown RI 02852
Principal Mailing Address:	No Address
Last Annual Report Filed Date:	
Last Annual Report Filed:	0

Registered Agent

Agent Name:	0 New England Agents, Inc.
Office Address:	91A N State Street Concord NH 03301
Mailing Address:	

NEW! **File Annual Report Online.**

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

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Exhibit 2

Residential Terms of Service

Terms & Conditions

First Point Power, LLC ("First Point") is pleased to supply electricity to your home or business, subject to the eligibility requirements of your local utility, acceptance by First Point, and compliance with applicable tariffs authorized by the Federal Energy Regulatory Commission (FERC).

Your Residential Energy Sales Agreement ("Agreement") with First Point, an independent supplier, shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with First Point ("Enrollment Consent") and (ii) the terms and conditions contained herein. Throughout this document, the words "you" and "your" refer to the customer identified in the Enrollment Consent. The words "we", "us" and "our" refer to First Point.

1. Price:

a. Variable: The price will be a variable month to month rate. Your price will be established each month based upon electricity market pricing, transportation or transmission, and other market price related factors, which may cause volatility in your monthly rate from time to time. Charges will also include all applicable state and local sales and gross earnings taxes if any. Although we expect our price will be below the comparable price from the local utility, events in the energy market may cause our price to be higher or lower than your local utility price in any particular month.
b. Fixed: The price will remain constant for [xx] billing cycles once the switch has taken effect.

2. Term of Service: This Agreement shall be binding as of the date your enrollment or re-enrollment is accepted by us. Our actual supply of electricity under this Agreement shall begin on the date that the utility deems your switch to us effective or the date that the utility deems your rate change effective for rate-plan changes. Your switch or rate change may take up to several billing cycles to take effect. Regardless of the actual effective date of this Agreement, you will only be charged for supply under this Agreement once we have begun the supply of electricity.
a. Variable Customer: This Agreement is for an indefinite period of time and is terminable by the customer at any time without penalty.
b. Fixed Customer: This Agreement shall last for [xx] months. We may notify You in writing and/or email of a fixed rate per kWh at which We would continue to serve You during a subsequent [xx] month period. If We don't receive an acceptance of any renewal agreement or if We fail to offer You one, Your account(s) will automatically be enrolled and billed at Our standard variable rate product at that time to which you agree to pay in accordance with Paragraph 1 above.

3. Termination Rights: Any or all of your account(s) that are terminated or cancelled shall be returned to the utility unless you contract with another supplier for electricity supply. It may take as little as two days up to a couple billing cycles for your account(s) to be returned to the utility depending on your meter read date and date you notify us to cancel. You are required to pay all of the charges for the electricity supplied by us until such time as the utility or other supplier actually begins supplying the electricity to your account(s).

a. Variable Customer: There is no fee if you terminate your service with us and you may cancel at any time by contacting us by phone, mail or email. First Point may cancel this agreement at any time for any reason upon 15 day written notice to you. If you are more than 50 days late paying your bill, we may terminate this agreement and switch you back to the utility without notice. Physical cut-off of electric service shall be controlled solely by the electric distribution company under its current termination rules. First Point has no authority to shut off your electricity service for any reason.

b. Fixed Customers: Should you terminate this Agreement before the term expires or if we drop you for non-payment of your bill you hereby agree to pay us an early terminate fee for failure to adhere to these within terms and conditions.

i. Residential Customers: One-time early termination fee of **$50.00**
ii. Commercial Customers: You may terminate this Agreement, in whole or as relating to any single account that is included in this Agreement, by providing thirty (30) days advance written notice to FPP setting forth the reasons for such termination. In the event that you terminate this Agreement, You shall pay to FPP, as an "Early Termination Fee" consisting of the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by FPP prior to the effective date of the termination for which You have not already made payment, plus: for a fixed price contract, payment at the rate specified in this Agreement (including any applicable taxes) as though service was provided to You by FPP, based on your historical usage, from the effective date of the termination through the balance of the Term, less any revenues received by FPP as a result of any liquidation or resale of the electric supply purchase commitments entered into by FPP to provide service to You over the entire Term of this Agreement.

4. Billing Payment & Fees: Depending on your location and other relevant factors, you will receive either: (i) one bill from your utility which will include our charges (for the supply) as well as the utility charges (for the delivery), or (ii) separate bills from First Point and your utility. Past-due charges may incur a late fee of 1.5% per month or the interest rate allowed by law. If you fail to remit payment when due, or if you breach any of the other terms and conditions of this Agreement, then, in addition to any other remedies we may have, we have the right to terminate the Agreement, in whole or with respect to any particular account(s) covered by this Agreement, without notice. We additionally reserve the right to report you to credit rating agencies for non-payment.

5. Budget Plan: First Point does not offer a budget plan at this time.

6. Dispute Resolution: If you believe we have breached this Agreement or you have any other issues relating to our service, please first contact us by phone, email or mail. Such disputes that cannot be privately resolved may be referred to:

New Hampshire Public Utilities Commission Consumer Affairs Division
21 South Fruit Street, Suite 10
Concord NH 03301-2429
1-800-852-3793 (within NH only) or 603-271-2431
Monday through Friday from 8:00 am to 4:30 pm
http://www .puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx

7. Customer Service Contact Information: Please contact us at any time by phone, email or mail.
Phone: (888) 875-1711
Address: First Point Power, LLC, 1485 S County Trail, East Greenwich, RI 02818
Email: info@firstpointpower.com

8. Additional Information, Terms and/or Conditions:
Electricity Emergencies: In the event of an electricity or natural gas emergency or service interruption, contact your local distribution company,

National Grid (formerly Granite State Electric Company):

- To report outages, call 1-800-465-1212
- For those with life sustaining equipment in their home, call 1-800-322-3223

New Hampshire Electric Cooperative (NHEC):

- To report outages or other emergencies, call 1-800-343-6432

Public Service Company of New Hampshire (PSNH):

- To report outages, call 1-800-662-7764

Unitil Energy Systems (UES):

- To report Capital Region outages, call 1-800-852-3339
- To report Seacoast Region outages, call 1-800-582-7276

Information Release Authorization: Your signature on this Agreement is your authorization for us and our agents to obtain and review information regarding your credit history from credit-reporting agencies, and information from the utility, which could include: account number; phone number; address; meter-read, service or rate-class data; electric consumption history; billing determinants; and payment history. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies owed. These authorizations shall remain in effect as long as this Agreement is in effect.

Default Liability: Our 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 we 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 a breach of this Agreement.

Governing Law: This Agreement is made and shall be construed in accordance with the laws of New Hampshire.

No Warranties: We provide no warranties, express or implied, and we specifically disclaim any warranty of merchantability or fitness for a particular purpose. Additionally, unless expressly state otherwise on your Enrollment Consent, we specifically disclaim any warranty or guaranty that the price charged by us for the energy supplied pursuant to this Agreement will be lower than the price that you would have been charged by the utility or another energy service company.

9. Assignment: This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangements. In addition, we may assign our rights and obligations hereunder to an affiliate of First Point, any person or entity succeeding to all or substantially all of the assets of First Point, or to a competitive supplier licensed to do business in New Hampshire. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, First Point shall have no further obligations hereunder.

10. Entire Agreement: This Agreement (including the Enrollment Consent) sets forth the entire agreement between the parties. Any and all prior or contemporaneous agreements, understandings and representations between the parties, whether verbal or written, are superseded by this Agreement.

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Exhibit 3

EDI Testing Certificates

Public Service of New Hampshire
Certificate of Completion

is hereby granted to:

First Point Power, LLC

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing

Granted: 02/13/13

Aaron Downing

Aaron Downing
PSNH Supplier Services

Public Service of New Hampshire

A Northeast Utilities Company

PSNH Energy Park
780 North Commercial Street, Manchester, NH 03101

Public Service Company of New Hampshire
P.O. Box 330
Manchester, NH 03105-0330
(603) 669-4000
www.psnh.com

Date 02/13/13

First Point Power, LLC
1485 S. County Trail
East Greenwich, RI 02818

Dear Peter Schieffelin,

Thank you for your interest in becoming a supplier in New Hampshire and providing this service to our PSNH customers.

PSNH and First Point Power, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as First Point Power, LLC is granted certification by the New Hampshire Public Utilities Commission (NH-PUC), you will be ready to contract with PSNH customers.

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

Sincerely,

Aaron Downing

Aaron Downing
PSNH Supplier Services

nationalgrid

175 East Old Country Road, Hicksville, New York 11801

February 8, 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 First Point Power, LLC an Energy Service Company (ESCo).

First Point Power, LLC has successfully completed all necessary requirements and technical specifications to conduct business with National Grid. They have been authorized and can conduct business within the National Grid (Granite State Electric) New Hampshire region effective February 8, 2013. They currently utilize EC Infosystems, 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

Unitil

Unitil Energy Systems, Inc.

Electronic Data Interchange (EDI) Certification

Unitil Energy Systems (UES)

Issued to:	First Point Power, LLC
Represented by:	Peter Schieffelin
Issued by:	Unitil Energy Systems
Represented by:	Todd Bohan, Energy Analyst
Date:	February 26, 2013

This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and First Point Power, LLC. As of February 25, 2013, Unitil Energy Systems does hereby declare First Point 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

First Point Power, LLC has successfully satisfied all the requirements of connectivity with Unitil Energy Systems. First Point 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

Date 2/26/13

Todd Bohan
Energy Analyst II
Unitil Service Corp.
6 Liberty Lane West
Hampton, NH 03842-1720
supplierservices@unitil.com

Exhibit 4

Proof of NE ISO Membership

ISO new england

Home > Committees > Customer Directory

Company Details: First Point Power, LLC

1485 S County Trail
East Greenwich, RI 02818

- Customer Details
- Committee Members
- Participant Related Persons

[-] Customer Details

Customer ID	Sector	Type	Classification	Sub-Classification	Voting Status
51284	Supplier	Participant	Market Participant		Y

[-] Committee Members

Committee Name	Member Name	Title	Position	Role
NEPOOL Markets Committee	Schieffelin, Peter			Member
NEPOOL Participants Committee	Schieffelin, Peter			Member
NEPOOL Reliability Committee	Schieffelin, Peter			Member
Transmission Committee	Schieffelin, Peter			Member

[+] Participant Related Persons

Select Other Applications

Site Index

The Hanover Insurance Group®
The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843

BOND NO. 1954122

PREMIUM: $2,000.00

KNOW ALL MEN BY THESE PRESENTS THAT WE, First Point Power LLC

as Principal, and The Hanover Insurance Company, a corporation duly organized and doing business under and by the virtue of the laws of the State of NH and duly licensed for the purpose of making, guaranteeing or becoming sole surety upon bonds or undertakings required or authorized by the laws of the said State, as Surety, are held and firmly bound unto

New Hampshire Public Utilities Commission

(Hereinafter called the Obligee)

in the sum of One hundred Thousand and 00/100

Dollars ($100,000.00)

for the payment whereof well and truly to be made we and each of us bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, whereas, the above bounden PRINCIPAL has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the Principal must act in accordance with Section PUC 2003.01(d)(4)(2) of the New Hampshire Code of Administrative Rules, to assure compliance with applicable provisions of the Public Utility Code Section PUC 2003.03 Reporting and Financial Requirements of Competitive Electric Power Suppliers, and the rules and regulation of the New Hampshire Public Utility Commission by the Principal as a licensed electric supplier to ensure the payment of Gross Receipts Tax as required by Section PUC 2003.01(d)(4)(2).

NOW THEREFORE, if the Principal shall during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an electric generation supplier licensed in the State of New Hampshire and fulfills its obligation to pay the Gross Receipts Tax to the State of New Hampshire, and to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

PROVIDED, HOWEVER,

1. This bond shall have the term beginning June 4, 2013 and ending June 4, 2014, but may be continued by certificate at the option of the Surety. Neither non-renewal by the surety, nor failure, nor inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond. Surety shall

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Kevin J. Garrity and/or Renee A. Manny

of **East Greenbush, NY** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 ($20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **7th** day of **October 2011**.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Robert Thomas, Vice President

Mark Fitzgerald, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **7th** day of **October 2011** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

BARBARA A. GARLICK
Notary Public
Commonwealth of Massachusetts
My Commission Expires Sept. 21, 2018

Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of June 2013.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Glenn Margosian, Vice President

provide Obligee and Principal with a written notice of its intent not to continue this bond at least sixty (60) days prior to its anniversary date.

2. In the event of default by the Principal, the Surety shall be liable only for damages incurred by Obligee up to termination date of this bond.

3. No claim shall be had or maintained against the Surety on this instrument unless such be brought or instituted and no suit shall be maintained against the Surety unless it be brought within three (3) months from the termination or expiration date of the bond.

4. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying document, then the terms of this bond shall prevail.

5. The aggregate liability of the surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.

6. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, within 30 days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond, certified mail or express courier, to the Surety at its address at:

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions, herein.

SIGNED AND SEALED THIS 4th day of June 20 13.

First Point Power LLC

By: _____

The Hanover Insurance Company

By: _____
Renee A. Manny, Attorney-in-Fact

Individual Acknowledgment

State of:

County of:

On this June 18th 2013 before me personally came Peter Schieffelin to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledge to me that he executed the same.

My commission expires: Tarah L. Suwityarat Notary Public - Rhode Island My Commission Expires 6-23-2014

Notary Public

Firm Acknowledgment

State of:

County of:

On this June 18th 2013 before me personally came Peter Schieffelin to me known, and known to me to be a member of the firm of First point power, LLC described in and who executed the foregoing instrument, and he thereupon acknowledged to me that the executed the same as and for the act and deed of said firm.

My commission expires: Tarah L. Suwityarat Notary Public - Rhode Island My Commission Expires 6-23-2014

Notary Public

Corporation Acknowledgment

State of:

County of:

On this June 18th 2013 before me personally came Peter Schieffelin who being by me duly sworn, did depose and say that he/she is the CEO of the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation, and that he/she signed his/her name thereto by like order.

My commission expires: Tarah L. Suwityarat Notary Public - Rhode Island My Commission Expires 6-23-2014

Notary Public

Surety Acknowledgment

State of: New York

County of: Rensselaer

On this 4th day of June, 2013 before me personally came Renee A. Manny, to me known, who , being by me duly sworn, did depose and say that he/she is an attorney-in-fact of The Hanover Insurance Company the corporation described in and which executed the within instrument; that he /she knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he/she signed the said instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

My commission expires:

Notary Public

JENNIFER S. VANAT
Notary Public, State of New York
Qualified in Columbia County
Reg # 01VA6135808
Commission Expires Oct. 24, 2013

The Hanover Insurance Company, Bedford, New Hampshire
Financial Statement as of December 31, 2012

ASSETS		2012
Cash in Banks (Including Short-Term investments)		$ 30,110,655
Bonds and Stocks		$ 4,434,680,755
Other Admitted Assets		$ 1,231,711,930
Total Admitted Assets		$ 5,696,503,340

LIABILITIES, CAPITAL AND SURPLUS		
Reserve for Unearned Premiums		$ 1,314,370,812
Reserve for Loss and Loss Expense		$ 2,185,895,075
Reserve for Taxes		0
Funds held under reinsurance treaties		$ 3,157,604
Reserve for all other liabilities		$ 674,213,907
Capital Stock - $1.00 par	$ 5,000,000	
Net Surplus	$ 1,513,865,942	
Policyholders' Surplus		$ 1,518,865,942
Total Liabilities, Capital and Surplus		$ 5,696,503,340

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER } s.s.:

Martin D. Kelly, Asst. Treasurer of The Hanover Insurance Company, being duly sworn deposes and says that he is the above described officer of said Company, and certifies that the foregoing statement is a true statement of the condition and affairs of the said Company on December 31, 2012.

MARTIN D. KELLY
Asst. Treasurer

Rose & Kiernan, Inc. (Wakefld)
138 Main St
Wakefield, RI 02879
Phone: 401-782-1800 Fax: 401-782-1820

MEMO

ACCOUNT NO.	OP	DATE
FIRSPO1	8J	06/05/2013

POLICY INFORMATION

POLICY #			
1954122			
TYPE		EFFECTIVE	EXPIRATION
BOND		06/04/2013	06/04/2014

First Point Power LLC
Peter Schieffelin
1485 S County Trail
East Greenwich, RI 02818

Peter **Re:**

As requested, please find enclosed your $100,000 New Hampshire Public Utilities Commission Licensed Electrical Supplier bond, effective June 4, 2013. Please sign the bond where indicated on page 2 and have your signature notarized on the acknowledgement page (page 3) before filing with the New Hampshire Public Utilities Commission. Also included with your new bond is a copy of our compensation disclosure notice for your files.

You will receive an invoice in the amount of $2,000 for the 6/4/13-14 term under separate cover.

If you have not already done so, please return the original application in the envelope provided.

Thank you.

Jennifer Vanat

New Hampshire Enrollment Form

1485 S. County Trail • East Greenwich, RI 02818
Telephone (401) 684-1443 • Fax (877) 206-4855 • www.FirstPointPower.com

Consultant Name: _____ Consultant ID #:_____ Date:_____

CUSTOMER INFORMATION

First Name: _____ Last Name: _____

Business Name (if applicable):_____

Address: _____City:_____State:_____Zip Code:_____

Email:_____Phone:_____

Last 4 of SS Number: _____ Taxpayer ID (for commercial accounts)_____
(must match Account holder)

Commercial Accounts must include 1-3 recent bills (the more you send the better)
Fax to (877) 206-4855 or email to enroll@firstpointpower.com

ENROLLMENT INFORMATION

Account Type

- ☐ Residential
- ☐ Commercial

Local Utility

- ☐ Liberty Utilities
- ☐ PSNH
- ☐ Unitil

Product Type

- ☐ Variable Rate – This rate may change month-to-month depending on market conditions
- ☐ Fixed Rate **1 Year $0.__ __ __ __** per kwh for **12 billing cycles**
- ☐ Fixed Rate **2 Year $0.__ __ __ __** per kwh for **24 billing cycles**
- ☐ Fixed Rate **3 Year $0.__ __ __ __** per kwh for **36 billing cycles**

(Fixed rates will remain fixed for the duration of the contract. The term will begin at the next meter read date)

Additional Services

☐ Green Option – If selected, you will receive 100% of your electricity from renewable energy sources. This option will cost an extra $5 to $10 per month for residential accounts. See paragraph 1.c below for pricing details

Utility Account Number(s)

Signature:_____Date:_____

Email to enroll@firstpointpower.com or Fax to (877) 206-4855

Terms & Conditions

First Point Power, LLC ("First Point") is pleased to supply electricity to your home or business, subject to the eligibility requirements of your local utility, acceptance by First Point, and compliance with applicable tariffs authorized by the Federal Energy Regulatory Commission (FERC).

Your Residential Energy Sales Agreement ("Agreement") with First Point, an independent supplier, shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with First Point ("Enrollment Consent") and (ii) the terms and conditions contained herein. Throughout this document, the words "you" and "your" refer to the customer identified in the Enrollment Consent. The words "we", "us" and "our" refer to First Point.

1. Price:

a. Variable: The price will be a variable month to month rate. Your price will be established each month based upon electricity market pricing, and other market price related factors, which may cause volatility in your monthly rate from time to time. The price does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge and taxes. Although we expect our price will be below the comparable price from the local utility, events in the energy market may cause our price to be higher or lower than your local utility price in any particular month.
b. Fixed: The price will remain constant for [xx] billing cycles once the switch has taken effect.

2. Term of Service: This Agreement shall be binding as of the date your enrollment or re-enrollment is accepted by us. Our actual supply of electricity under this Agreement shall begin on the date that the utility deems your switch to us effective or the date that the utility deems your rate change effective for rate-plan changes. Your switch or rate change may take up to several billing cycles to take effect. Regardless of the actual effective date of this Agreement, you will only be charged for supply under this Agreement once we have begun the supply of electricity.
a. Variable Customer: This Agreement is for an indefinite period of time and is terminable by the customer at any time without penalty.
b. Fixed Customer: This Agreement shall last for [xx] months. We may notify you in writing and/or email of a fixed rate per kWh at which we would continue to serve you during a subsequent [xx] month period. If we don't receive an acceptance of any renewal agreement or if we fail to offer you one, your account(s) will automatically be enrolled and billed at our standard variable rate product at that time to which you agree to pay in accordance with Paragraph 1 above.

3. Termination Rights: Any or all of your account(s) that are terminated or cancelled shall be returned to the utility unless you contract with another supplier for electricity supply. It may take as little as two days up to a couple billing cycles for your account(s) to be returned to the utility depending on your meter read date and date you notify us to cancel. You are required to pay all of the charges for the electricity supplied by us until such time as the utility or other supplier actually begins supplying the electricity to your account(s).
a. Variable Customer: There is no fee if you terminate your service with us and you may cancel at any time by contacting us by phone, mail or email. First Point may cancel this agreement at any time for any reason upon 15 day written notice to you. If you are more than 50 days late paying your bill, we may terminate this agreement and switch you back to the utility without notice. Physical cut-off of electric service shall be controlled solely by the electric distribution company under its current termination rules. First Point has no authority to shut off your electricity service for any reason.

b. Fixed Customers: Should you terminate this Agreement before the term expires or if we drop you for non-payment of your bill you hereby agree to pay us an early terminate fee for failure to adhere to these within terms and conditions.

i. Residential Customers: One-time early termination fee of **$50.00.**

ii. Commercial Customers: You may terminate this Agreement, in whole or as relating to any single account that is included in this Agreement, by providing thirty (30) days advance written notice to FPP setting forth the reasons for such termination. In the event that you terminate this Agreement, You shall pay to FPP, as an "Early Termination Fee" consisting of the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by FPP prior to the effective date of the termination for which You have not already made payment, plus: for a fixed price contract, payment at the rate specified in this Agreement (including any applicable taxes) as though service was provided to You by FPP, based on your historical usage, from the effective date of the termination through the balance of the Term, less any revenues received by FPP as a result of any liquidation or resale of the electric supply purchase commitments entered into by FPP to provide service to You over the entire Term of this Agreement.

4. Billing Payment & Fees: Depending on your location and other relevant factors, you will receive either: (i) one bill from your utility which will include our charges (for the supply) as well as the utility charges (for the delivery), or (ii) separate bills from First Point and your utility. Past-due charges may incur a late fee of 1.5% per month or the interest rate allowed by law. If you fail to remit payment when due, or if you breach any of the other terms and conditions of this Agreement, then, in addition to any other remedies we may have, we have the right to terminate the Agreement, in whole or with respect to any particular account(s) covered by this Agreement, without notice. We additionally reserve the right to report you to credit rating agencies for non-payment.

5. Rescission: Residential customers and small commercial customers shall have the right to rescind a service request with First Point Power without any exit fee or penalty of any kind for five (5) business days following the post mark date of this document, by calling First Point Power at 888-875-1711 or by sending an email to support@firstpointpower.com.

6. Bill Payment Assistance: If you are a low income customer and are having difficulty paying your bill, there may be some assistance programs available to you. Please visit www.puc.nh.gov/Consumer/electricassistanceprogram.htm or call the New Hampshire Public Utilities Commission at 1 800 852-3793 (603 271-2431).

7**. Deposit**: First Point Power does not collect or require deposits.

8. Budget Plan: First Point does not offer a budget plan at this time.

9. Dispute Resolution: If you believe we have breached this Agreement or you have any other issues relating to our service, please first contact us by phone, email or mail. Such disputes that cannot be privately resolved may be referred to:

New Hampshire Public Utilities Commission Consumer Affairs Division
21 South Fruit Street, Suite 10
Concord NH 03301-2429
1-800-852-3793 (within NH only) or 603-271-2431
Monday through Friday from 8:00 am to 4:30 pm
http://www .puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx

10. Customer Service Contact Information: Please contact us at any time by phone, email or mail.
Phone: (888) 875-1711
Address: First Point Power, LLC, 1485 S County Trail, East Greenwich, RI 02818
Email: info@firstpointpower.com

11. Additional Information, Terms and/or Conditions:
Electricity Emergencies: In the event of an electricity or natural gas emergency or service interruption, contact your local distribution company,
Liberty Utilities (formerly Granite State Electric Company):
- To report outages, call 1-800-465-1212
- For those with life sustaining equipment in their home, call 1-800-322-3223

New Hampshire Electric Cooperative (NHEC):
- To report outages or other emergencies, call 1-800-343-6432

Public Service Company of New Hampshire (PSNH):
- To report outages, call 1-800-662-7764

Unitil Energy Systems (UES):
- To report Capital Region outages, call 1-800-852-3339
- To report Seacoast Region outages, call 1-800-582-7276

Information Release Authorization: Your signature on this Agreement is your authorization for us and our agents to obtain and review information regarding your credit history from credit-reporting agencies, and information from the utility, which could include: account number; phone number; address; meter-read, service or rate-class data; electric consumption history; billing determinants; and payment history. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies owed. These authorizations shall remain in effect as long as this Agreement is in effect. First Point Power shall not release your confidential information without written authorization from you along with a statement, not inconsistent with PUC Rule 2004.09, concerning which of your information shall be considered confidential.

Default Liability: Our 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 we 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 a breach of this Agreement.

Governing Law: This Agreement is made and shall be construed in accordance with the laws of New Hampshire.

No Warranties: We provide no warranties, express or implied, and we specifically disclaim any warranty of merchantability or fitness for a particular purpose. Additionally, unless expressly state

otherwise on your Enrollment Consent, we specifically disclaim any warranty or guaranty that the price charged by us for the energy supplied pursuant to this Agreement will be lower than the price that you would have been charged by the utility or another energy service company.

12. Assignment: This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangements. In addition, we may assign our rights and obligations hereunder to an affiliate of First Point, any person or entity succeeding to all or substantially all of the assets of First Point, or to a competitive supplier licensed to do business in New Hampshire. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, First Point shall have no further obligations hereunder.

13. Entire Agreement: This Agreement (including the Enrollment Consent) sets forth the entire agreement between the parties. Any and all prior or contemporaneous agreements, understandings and representations between the parties, whether verbal or written, are superseded by this Agreement.

14. Do Not Call Registry: The National Do Not Call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting www.donotcall,qov.

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that First Point Power, LLC, a(n) Rhode Island limited liability company registered to do business in New Hampshire on October 15, 2012. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of June, A.D. 2013

William M. Gardner
Secretary of State