



February 2, 2016

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

**Subject: Renewal Registration of Competitive Electric Power Suppliers for First Point Power, LLC DM 15-093**

Dear Ms. Howland,

Pursuant to New Hampshire Code of Administrative Rules, Part Puc 2003.02, First Point Power, LLC is submitting this application for the renewal registration as Competitive Electric Power Supplier (CEPS) New Hampshire. As a requirement of the renewal registration, all information required for the initial CEPS application under Puc 2003.01 and Puc 2006.01 with noted changes from the original application are here within attached. Please note, the requirements for Puc 2003.03 will be submitted under separate cover.

Find enclosed one original and two copies of the application along with a \$250 check for the filing fee. An electronic copy in PDF format has been sent via email to [executive.director@puc.nh.gov](mailto:executive.director@puc.nh.gov)

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Lowe", with a long horizontal flourish extending to the right.

Christopher Lowe  
Controller  
First Point Power, LLC



**Puc 2006.01 Form for Initial and Renewal Registration of Competitive Electric Power Suppliers with noted changes \*\***

**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](http://www.firstpointpower.com).

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

Business Address: First Point Power, LLC  
300 Jefferson Blvd,  
Suite 104,  
Warwick RI 02888

Phone Number: 401-684-1443

Email: [info@firstpointpower.com](mailto:info@firstpointpower.com) or [chris@firstpointpower.com](mailto:chris@firstpointpower.com)  
Website: [www.firstpointpower.com](http://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;**

Christopher Lowe, Controller  
[chris@firstpointpower.com](mailto:chris@firstpointpower.com)  
First Point Power, LLC  
300 Jefferson Blvd,  
Suite 104,  
Warwick RI 02888



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

As of January 2016, First Point Power, LLC has no affiliates or subsidiary's conducting business in 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](mailto:info@firstpointpower.com)

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

Christopher Lowe, Controller  
Email: [chris@firstpointpower.com](mailto:chris@firstpointpower.com)  
Phone: 401-267- 4481

First Point Power, LLC  
300 Jefferson Blvd,  
Suite 104,  
Warwick RI 02888

**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](mailto: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
- New Hampshire
- Maine
- Delaware
- Pennsylvania
- Maryland
- New Jersey



**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 principal s 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/participate/participant-asset-listings/directory?type=customer&id=51284>

By submitting this CEPS application for registration, I, Christopher Lowe, have the authority as Controller of First Point Power, LLC to file this application and attest that the information is truthful, accurate and complete.

A handwritten signature in black ink, appearing to read "Christopher Lowe", with a long horizontal flourish extending to the right.

Christopher Lowe, Controller  
First Point Power, LLC



Exhibit 1

Secretary of State Filing

NEW HAMPSHIRE

## Corporation Division

## Filed Documents

Date: 12/31/2015

(Annual Report History, View Images, etc.)

## Business Name History

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

## Limited Liability Company - Foreign - Information

<b>Business ID:</b>	680007
<b>Status:</b>	Good Standing
<b>Entity Creation Date:</b>	10/15/2012
<b>State of Business.:</b>	RI
<b>Principal Office Address:</b>	1485 S County Trail East Greenwich RI 02818
<b>Principal Mailing Address:</b>	1485 S County Trail East Greenwich RI 02818
<b>Last Annual Report Filed Date:</b>	3/20/2015
<b>Last Annual Report Filed:</b>	2015

## Registered Agent

<b>Agent Name:</b>	0 New England Agents, Inc.
<b>Office Address:</b>	159 Main Street S100 Nashua NH 03060
<b>Mailing Address:</b>	

**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.



## Exhibit 2

### Residential and Small Commercial Contract and Terms of Service



# New Hampshire Enrollment Form

300 Jefferson Blvd Suite 104 • Warwick, RI 02888

Phone: (401) 684-1443 • [Enroll@firstpointpower.com](mailto:Enroll@firstpointpower.com) • [www.FirstPointPower.com](http://www.FirstPointPower.com)

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

Broker Name: \_\_\_\_\_

## CUSTOMER INFORMATION

*First Name _____	Primary Contact (if different) _____
*Last Name _____	Contact Phone (if different) _____
Business Name _____	Contact Email (if different) _____
*Email _____	*Billing Address _____
*Phone _____	*Billing City _____
Fax _____	*Billing State _____ *Billing Zip _____
Account Holder Last 4 of SSN _____ EIN _____	Check if Tax Exempt (must include exempt form) <input type="checkbox"/>

\*required field

## ENROLLMENT INFORMATION

### Account Type

- ☐ Residential  
☐ Commercial

### Local Utility

- ☐ Liberty Utilities  
☐ Eversource (PSNH)  
☐ Unitil

### Product

- ☐ Variable Rate  
☐ Fixed Rate at \$0. \_\_\_\_\_ per KWH for Term of \_\_\_\_\_ months

Fixed Rate "Start Date" (MM/YYYY): \_\_\_\_ / \_\_\_\_

Fixed Rate "End Date" (MM/YYYY): \_\_\_\_ / \_\_\_\_

## ACCOUNTS


For more than 8 accounts, refer to Electricity Sales Agreement Addendum.

## TERMS AND CONDITIONS

**First Point Power, LLC ("FPP")** is pleased to supply electricity to your home or business. The purpose of this form is to authorize a change in your electric power supplier and/or third party supplier and to set forth the terms and conditions that apply. By signing and returning this form to FPP, you hereby appoint and designate FPP as your electricity supplier for your full electric requirements for the listed account(s) at the rate(s) per kilowatt hour (KWH) and term herein. Your enrollment with us is subject to our acceptance.

Your Electricity Sales Agreement ("Agreement") with FPP, an independent supplier, shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with FPP ("Enrollment Consent") and (ii) the terms and conditions contained herein, and (iii) an Electricity Sales Agreement Addendum, if applicable. Throughout this document, the words "you" and "your" refer to the customer identified

Customer Initials \_\_\_\_\_



## New Hampshire Enrollment Form

in the Enrollment Consent. The words “we”, “us” and “our” refer to FPP. The words “LDC” and “Utility” refer to your local distribution company Liberty Utilities, Eversource (PSNH), or Unitil.

### 1. Rate:

**a. Variable Rate:** The rate will be a variable month to month rate. The rate will be established each month based upon electricity market pricing, transportation or transmission, commodity prices, and other 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. Unforeseen events in the energy market may cause our price to be higher or lower than the standard offer price in any particular month.

**b. Fixed Rate:** The rate will remain constant for the Term detailed herein this agreement. The fixed rate may be higher or lower than what your standard offer price would be in any particular month.

### 2. Term:

**a. Variable Rate Customer:** This Agreement is for an indefinite period of time and is terminable by the customer at any time without penalty. Your service with us will start on your next available meter read date once the Agreement is accepted by us.

**b. Fixed Rate Customer:** Subject to the Agreement being accepted by us, your fixed rate with us shall commence on the first available meter read date on or after the Start Date, and end on the first available meter read date on or after the End Date. If we are unable to timely enroll an account, the Start Date will commence on the next regularly scheduled LDC meter read date, and the fixed rate will remain in effect until the first meter read date on or after the End Date set forth herein. We shall not be liable for any failure to enroll or drop an account by the Start Date or End Date due to circumstances beyond our control. If a renewal agreement is not executed prior to the expiration date, your account(s) will automatically be switched to and billed on our standard Variable Rate at that time to which you agree to pay in accordance with Paragraph 4 below. You may instruct us at time any prior to the expiration to return your accounts to your LDC at the expiration of the Agreement.

**3. Termination Rights:** Any or all of your account(s) that are terminated or cancelled shall be returned to the standard offer service. It may take as little as two days up to a few billing cycles for your account(s) to be returned to the standard offer service 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 Rate 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. FPP may cancel this agreement at any time for any reason. If you are more than 40 days late paying your bill, we may terminate this agreement and switch you back to the standard offer service without notice. Physical cut-off of electric service shall be controlled solely by the electric distribution company under its current termination rules.

**b. Fixed Rate Customer:** If you are more than 40 days late paying your bill, we may terminate this agreement and switch you back to the standard offer service without notice. 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 Customer:** One-time early termination fee of \$100.00 per residential account.

**ii. Commercial Customer:** 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 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:** FPP will bill you through your Local Distribution Company’s (“LDC”) consolidated billing program, payment is due in accordance with the LDC’s rules. Your bill will be based on monthly meter readings.

**5. Budget Plan:** FPP 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 the Consumer Protection Division of the Department of Attorney General, or may be resolved through appropriate legal action. Any party who believes they have been or will be aggrieved by a violation of rules governing nonregulated power producers in New Hampshire may file a complaint with the Division of Public Utilities and Carriers pursuant to the Division's Dispute Resolution Regulations Relating to Nonregulated Power Producers.

**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, 300 Jefferson Blvd Suite 104, Warwick RI 02888

Email: [info@firstpointpower.com](mailto:info@firstpointpower.com)

**8. 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.gov](http://www.donotcall.gov).

Customer Initials \_\_\_\_\_

**9. Rescission:** You shall have the right to rescind a service request with FPP for the accounts herein without any exit fee or penalty of any kind for five (5) business days following the signature date of this document, by calling FPP at 888-875-1711 or by sending an email to support@firstpointpower.com.

**10. Electricity Emergencies:** In the event of an electricity or natural gas emergency or service interruption, contact your local distribution company, National Grid, at (800)375-7413, Eversource (PSNH), at (800) 662-7764, or Unitil at (800) 852-3339. You should also contact your local emergency personnel.

**11. 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.

**12. 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.

**13. Deposits:** FPP does not collect deposits at this time.

**14. 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 standard offer service or another energy service company.

**15. 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.

**16. Force Majeure:** Except for your obligation to make payments when due, neither party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. "Force Majeure" are occurrences beyond a party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, pandemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, civil disturbances, explosions, breakage, shortage or unavailability of transmission facilities, and actions of any governmental authority or your LDC which result in conditions, limitations, rules, or regulations that materially impair either party's ability to perform hereunder. The affected party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon and use commercially reasonable efforts to resume performance hereunder.

**17. 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 FPP, any person or entity succeeding to all or substantially all of the assets of FPP, or to a competitive supplier licensed to do business in your state. Any such assignee shall agree to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligations hereunder.

**18. General Provisions:** We will keep confidential any information pertaining to you which you provide. This Agreement sets forth the entire agreement between the parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of both parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without recourse to such state's choice of law rules. The parties acknowledge and agree that this Agreement is a "forward contract" and that they are "forward contract merchants" within the meaning of the United States Bankruptcy Code. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both parties agree to comply with all such applicable laws, orders, rules and regulations. In the event that changes in any such laws, orders, rules or regulations has the effect of increasing Our cost of electricity, We reserve the right to adjust the prices set forth herein to pass through such cost increases.

Customer Name: \_\_\_\_\_ Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Exhibit 3

### EDI Testing Certificates

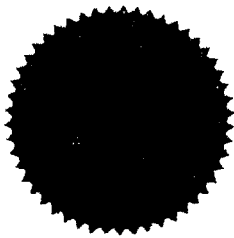
**Public Service of New Hampshire  
Certificate of Completion**

*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](http://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.

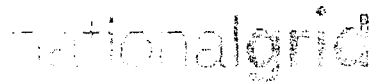
PSNH and First Point Power, LLC have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

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  
PSNH Supplier Services



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 Energy Systems, Inc.

## Electronic Data Interchange (EDI) Certification

*Unitil Energy Systems (UBS)*

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

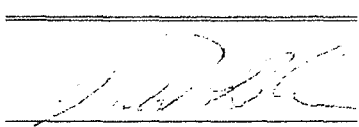
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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and First Point Power, LLC. As of February 25, 2013, Unitil Energy Systems does hereby declare First Point Power, LLC as a certified EDI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

2/26/13  
Date

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



SEARCH

CALENDAR

LIBRARY

HELP

SIGN UP

SIGN IN

Home » Participate » Participant and Asset Listings » Customer Directory

Participate > Participant and Asset Listings

# Customer Directory

Search the directory for details on and contact information for the entities registered with ISO New England, as well as on the committees and subgroups advising the ISO. For example, you can find:

- Each customer's name, address, stock symbol(s), industry sector, industry type/classification, committee membership, and NEPOOL voting status (if the customer is a member of the New England Power Pool)
- Committee and subcommittee or working group names, member lists, and the company association of members
- Download a CSV file of the Customer Directory

As you type you will be offered suggested results. Use your keyboard arrows or mouse to navigate the results.

## Company Details: First Point Power, LLC

1485 S County Trail  
East Greenwich, RI 02818

### 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	Peter, Schieffelin		Member	Member
NEPOOL Participants Committee	Peter, Schieffelin		Member	Member

NEPOOL Reliability Committee	Peter, Schieffelin	Member	Member
Transmission Committee	Peter, Schieffelin	Member	Member

Participant Related Persons

A Participant and its Related Persons (as defined in the **Participants Agreement** and **Second Restated NEPOOL Agreement**) are together entitled to join any one Sector and to have one vote in that Sector.

Votes for this company are cast by:

Self

This company also votes on behalf of:

None

Updating the Directory

Help keep the directory current — its accuracy is dependent on data in the ISO's Customer and Asset Management System (CAMS). To update data for your organization or committee, see:

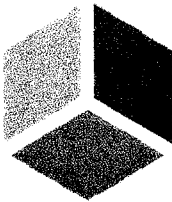
- [User guides for CAMS](#)
- [CAMS FAQs](#)

Problems?

Contact **Customer Support** if you're having trouble with the directory.

APPLICATIONS  
[GADS Reporting](#)  
[IRTT](#)  
[ISO Express](#)

MARKETS AND  
OPERATIONS  
FORECASTING  
[Morning Report](#)  
[Seven-Day Forecast](#)  
[Three-Day Forecast](#)  
[Power System Status](#)



ABOUT US  
[News and Media](#)  
[Careers](#)  
[Legal and Privacy](#)

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