DM 13-066

FirstPointPower
YOUR ENERGY PROVIDER

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NH PUBLIC UTILITIES COMMISSION

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

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.

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.

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

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