



NHPUC 30MAR'17PM12:23

March 28, 2017

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

Subject: Surety Bond Requirements for DM 17-044

Dear Ms. Howland,

In conjunction with the Renewal Registration of Competitive Electric Power Suppliers for First Point Power, LLC, the company respectfully requests a waiver of N.H. Admin Rule 2003.03(a)(5)b which requires the surety instrument to be a minimum of 5 years and 90 days.

First Point Power, LLC currently has secured the Continuation Certificate for its Electric Generation Services Bond No. 1954122 for the period June 4, 2017 through June 4, 2018.

The New Continuation Certificate with raised seal along with two copies will be mailed to your office on receipt and one copy sent electronically to executive.director@puc.nh.gov.

Please also find the additional documents requested as the request for additional information dated March 20 2017.

1. NHEC EDI Testing Letter
2. Copy of residential and small commercial contract.

Thank you for your time and consideration in this matter and look forward to learning of your ruling.

Sincerely,

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

Christopher Lowe
Controller
First Point Power, LLC



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

CONTINUATION CERTIFICATE

Principal:

First Point Power, LLC

300 Jefferson Blvd. Suite 104

Warwick

RI 02888

Bond No.:

1954122

Date:

March 8, 2017

Continuation Term:

From: June 4, 2017

To: June 4, 2018

Obligee:

New Hampshire Public Utilities Commission

21 South Fruit Street, Suite 10

Concord

NH 03301

Agent:

Rose & Kiernan, Inc.

99 Troy Road

East Greenbush NY 12061

Bond Amount: \$ \$350,000.00

Premium: \$ \$7,000.00

It is hereby agreed that the above referenced captioned numbered Bond issued by The Hanover Insurance Company (hereinafter the "Surety") is continued in force in the above amount for the Continuation Term period of the continued term stated above, and is subject to all the covenants and conditions of said Bond.

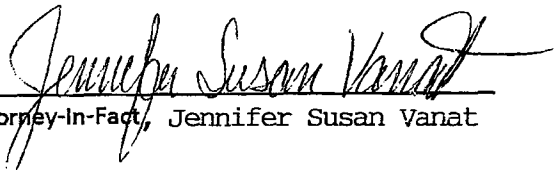
This Continuation Certificate shall be deemed a part of the original Bond, and not a separate obligation, no matter how long the Bond has been in force or how many premiums are paid for the Bond, unless otherwise provided for by statute or ordinance applicable.

Surety's liability under said Bond and for all continuation certificates issued in connection therewith shall not be cumulative and shall in no event shall the liability of the Surety exceed the amount as set forth in the Bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

In witness whereof, the company has caused this instrument to be duly signed, sealed and dated as of the above "continuation effective date."

The Hanover Insurance Company

By:


Attorney-In-Fact, Jennifer Susan Vanat

cc: 5503043

**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, John F. Murray, Jr., Renee A. Manny and/or Jennifer Susan Vanat

Of **Rose & Kiernan, Inc. of Greenbush, NY** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge 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 **9th** day of **February** 2015.



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

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

Joe Brenstrom, Vice President

On this **9th** day of **February** 2015 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 8th day of March 2017.

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

J. Michael Pete, Vice President



Exhibit

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 • 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

<u>Account Type</u>	<u>Local Utility</u>	<u>Product</u>
<input type="checkbox"/> Residential	<input type="checkbox"/> Liberty Utilities	<input type="checkbox"/> Variable Rate
<input type="checkbox"/> Commercial	<input type="checkbox"/> Eversource (PSNH)	<input type="checkbox"/> Fixed Rate at \$0. ____ per KWH for Term of ____ months
	<input type="checkbox"/> New Hampshire Co-op	Fixed Rate "Start Date" (MM/YYYY): ____ / ____
	<input type="checkbox"/> Unitil	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), New Hampshire Electric Co-op, or Unitil.

1. Rate: The Variable Rate and Fixed Rate products do not include any applicable taxes. In addition, you will be responsible for, including but not limited to, price of transmission and distribution, the system benefits charge, and stranded cost recovery charge.

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 any time 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. You may contact the New Hampshire Public Utilities Commission to obtain information on consumer protection rights by calling the Commissions’ Consumer Assistance Division Hotline at 1-800-852-3793, Monday Through Friday, 8:00 a.m. to 4:30 p.m. or by writing to the Commission at: New Hampshire Public Utilities Commission, Consumer Assistance Division, 21 South Fruit Street Suite 10, Concord, NH 03301-2429.

7. Customer Service Contact Information: Please contact us at any time by phone at (888) 875-1711; by address at First Point Power, LLC, 300 Jefferson Blvd, Suite 104, Warwick, RI 02888; or by email at 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.

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.

Customer Initials _____



New Hampshire Enrollment Form

10. Electricity Emergencies: In the event of an electricity or natural gas emergency or service interruption, contact your local distribution company, Liberty Utilities, at (800) 375-7413; Eversource (PSNH), at (800) 662-7764; New Hampshire Electric Co-op at (800) 343-6432; or Unitil at (800) 852-3339. You should also contact your local emergency personnel.

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

12. 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.

13. 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.

14. Deposits: FPP does not collect deposits at this time.

15. 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.

16. 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.

17. 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.

18. Assignment: This Agreement may be assigned or transferred by FPP with thirty (30) days written notice to your email address or billing address on record. At that time, you have the option to continue service with the new competitive supplier, choose a different competitive supplier, or return to default service with no penalty. Any such assignee shall agree to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligation hereunder. You may not assign this Agreement, in whole or part, or any of your rights or obligations hereunder, without prior written consent from FPP. Nothing in this Agreement shall create, or be construed to create; any express or implied rights in any person or entity other than FPP and Customer.

19. 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

EDI Testing Certificates



579 Tenney Mountain Highway
Plymouth, NH 03264-3154
www.nhec.coop
603-536-1800 / 800-698-2007



Test Acceptance Form

April 21, 2016

The undersigned agree that First Point Power, LLC and New Hampshire Electric Cooperative (NHEC) have successfully completed electronic interchange testing for "LDC" option on April 21, 2016.

Subject to continuation of bilateral agreements between First Point Power, LLC and NHEC and fulfillment of all other registration requirements as directed by the New Hampshire Public Utility Commission, First Point Power, LLC may submit customer enrollment transactions electronically to NHEC upon NHEC acceptance of billing rates no less than ten (10) business days prior to Member enrollment or Member's next billing date for any such rate. Supplier rates and pricing options must conform to the rate structure in use by the Cooperative for each specific rate class and be supported by meters in place.

Competitive Supplier Company: First Point Power, LLC

Competitive Supplier Business Contact Signature: [Signature]

Date of Test Acceptance: 4/28/2016

Competitive Supplier Technical Contact Signature: [Signature]

Date of Test Acceptance: 4/28/2016

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: William Bayard

Date of Test Acceptance: 4/21/2016

Distribution Company Technical Contact Signature: Mark A. Patten

Date of Test Acceptance: 4/21/2016