



March 19, 2021

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

**Subject: CEPS Renewal Registration - First Point Power, LLC**

Dear Sir/Madam,

Pursuant to New Hampshire Code of Administrative Rules, Part Puc 2003.01, 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 CEPS application under Puc 2003.01 and Puc 2006.01 are here within attached with one exception. Our current financial security is on file and expires on 6/4/21. An updated security instrument will be filed separately when available.

Find enclosed one original and two copies of the application. 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 "Bonnie Colombo".

Bonnie Colombo  
Controller  
First Point Power, LLC



### Competitive Electric Power Supplier Application Form

This form may be used to: (1) apply for initial registration as a competitive electric power supplier (CEPS) in New Hampshire, (2) apply for renewal of registration as a CEPS in New Hampshire, and (3) notify the Commission of any changes to information in a previously filed CEPS application. *This form is provided as a convenience for filing only; you are required to provide all information specified under Puc 2006.01 when applying for initial or renewal registration as a CEPS, but you are not required to use this form when doing so.*

Indicate whether this application is for an initial registration or for a renewal. Initial <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>		
Applicant's General Information		
Puc 2006.01(a)	Legal Name	First Point Power, LLC
	Trade Name (d/b/a) (if applicable)	First Point Power, LLC
Puc 2006.01(b)	Business Mailing Address	2000 Chapel View Blvd, Suite 450 Cranston, RI 02920
	Telephone Number	401 684-1443
	E-Mail Address	info@firstpointpower.com
	Website Address	www.firstpointpower.com
Puc 2006.01(c)	Provide the state or jurisdiction of organization, if anything other than an individual.	RI
Puc 2006.01(d)	Provide 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) <sup>1</sup> if it is anything other than an individual. Use additional sheets as needed.	
	Name	Bonnie Colombo
	Title	Controller
	Business Mailing Address	2000 Chapel View Blvd, Suite 450 Cranston, RI 02920
	Telephone Number	401-314-3922
	E-Mail Address	compliance@firstpointpower.com
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	Email Address	
	Name	
	Title	
	Business Mailing Address	
	Telephone Number	
	E-Mail Address	

<sup>1</sup> "Principals" means, for a corporation, any of its officers, directors, or controlling shareholders, for a limited liability company, any of its managers or controlling members, for a partnership, any of its general partners, and for any other business entity, any of its personnel exercising executive functions and any of its controlling equity owners.



Affiliates and Subsidiaries	
Puc 2006 01(e)	Provide the following information regarding any affiliates <sup>2</sup> and subsidiaries of the applicant that are conducting business in New Hampshire. Use additional sheets as needed.
	Name of Entity
	Business Address
	Telephone Number
	Provide a description of the business purpose of the entity.
	Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.
	Name of Entity
	Business Address
Telephone Number	
Provide a description of the business purpose of the entity.	
Provide a description of any agreements with any affiliated New Hampshire utility, and the docket number relative to the filing of any such agreements with the Commission.	

<sup>2</sup> "Affiliate" means any of the following:

- (a) Any person or entity that directly or indirectly owns, controls, or holds with power to vote a majority of the outstanding voting securities or such minority thereof as to give such person substantial control of another person or entity;
- (b) Any person or entity that is directly or indirectly owned, controlled, or held by any person or entity described in (a) above through either power to vote a majority of the outstanding voting securities or such a minority so as to maintain substantial control of such person or entity;
- (c) Any person or entity with which another person or entity has a management or service contract or arrangement that provides such person or entity with effective control over the management, supervision, or operation of the other person or entity; or
- (d) Any person or entity who or which actually exercises effective control over the management, supervision, or operation of another person or entity.



Customer Service Department Contact		
Puc 2006.01(f)	Name	Andrew Fitzgerald
	Title	Operations Manager
	Toll-Free Telephone Number (if available)	888-875-1711
	Telephone Number	401-684-1443
	E-Mail Address	info@firstpointpower.com

Customer Complaints Contact		
Puc 2006.01(g)(1)	Name	Andrew Fitzgerald
	Title	Operations Manager
	Business Mailing Address	2000 Chapel View Blvd, Suite 450
		Cranston, RI 02920
	Telephone Number	401-684-1443
	E-Mail Address	andrew@firstpointpower.com

Regulatory Compliance Matters Contact		
Puc 2006.01(g)(2)	Name	Bonnie Colombo
	Title	Controller
	Business Mailing Address	2000 Chapel View Blvd, Suite 450
		Cranston, RI 02920
	Telephone Number	401-314-3922
	E-Mail Address	compliance@firstpointpower.com

Commission Assessment Payments Contact		
Puc 2006.01(g)(3)	Name	Bonnie Colombo
	Title	Controller
	Business Mailing Address	2000 Chapel View Blvd, Suite 450
		Cranston, RI 02920
	Telephone Number	401-314-3922
	E-Mail Address	finance@firstpointpower.com



Separate Attachments: Business Authority, Trade Name, ISO-NE Market Participation, and EDI Certification	
Puc 2006 01(h)	<p>Provide, as a separate attachment, evidence of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following:</p> <p>(1) a recent printout of the applicant's listing on the N.H. Secretary of State website with the status "In Good Standing" or words of similar import; or <b>Attachment A</b></p> <p>(2) a copy of a certificate from the N.H. Secretary of State's office stating that the applicant is authorized to do business in New Hampshire.</p>
Puc 2006.01(i)	<p>Provide, as a separate attachment, evidence of the applicant's registration of the trade name, if any, to be used by the applicant in New Hampshire from the New Hampshire secretary of state by submitting, with this application form, either of the following: <b>Attachment A</b></p> <p>(1) A recent printout of the applicant's trade name on the N.H. Secretary of State website with the status "Active" and indicating that the trade name is owned by the applicant; or</p> <p>(2) A copy of a certificate from the N.H. Secretary of State's office indicating that the applicant has registered as doing business under the trade name.</p>
Puc 2006.01(j)	<p>Provide, as a separate attachment, evidence of the applicant's ISO New England market participant membership. <b>Attachment B</b></p>
Puc 2006 01(k)	<p>Provide, as a separate attachment, electronic data interchange (EDI) certification from each electric distribution utility in whose franchise area the applicant intends to operate. <b>Attachment C</b></p>

Franchise Areas, Customer Types to be Served, and Other States	
Puc 2006.01(l)	<p>List the utility franchise areas in which the applicant intends to operate and, to the extent the applicant does not intend to provide service in the entire franchise area of a utility, a delineation of the cities and towns where the applicant intends to provide service within each utility franchise area.</p> <p>First Point Power, LLC intends to provide electric supply service in the PSNH - Public Service of New Hampshire, Unitil Energy Systems, Inc., New Hampshire Electric Cooperative Inc., and Liberty Utilities service areas.</p>
Puc 2006.01(m)	<p>Provide a statement whether or not the applicant intends to serve the following types of customers: residential, small commercial, large commercial, and industrial.</p> <p>First Point Power intends to serve all residential, small and large commercial, and industrial customers.</p>
Puc 2006 01(n)	<p>List the other states or jurisdictions in which the applicant currently conducts business relating to the sale of electricity.</p> <p>Rhode Island, Massachusetts, Connecticut, Maine, Delaware, Pennsylvania, Maryland, New Jersey, Ohio.</p>



Customer Complaints	
Puc 2006.01(o)	<p>Use either the table below or a separate attachment to provide a list disclosing the number and type of customer complaints concerning the applicant or its principals and affiliates filed with or by any commission or regulatory agency, attorney general's office, or other governmental consumer protection regulatory authority, for the most recent 2 calendar years in every state or other jurisdiction in which the applicant has conducted business relating to the sale of electricity.</p> <p>In the table below, enter abbreviations of applicable states or the jurisdiction across the top row, complaint types in the left column, and, for each cell in the table, the number of complaints for each type within the applicable state or jurisdiction.</p>

Complaint Type	(enter applicable states/jurisdictions in row just below)										Total
	CT	ME	MA	NH	RI	DE	MD	NJ	PA	OH	
PUC			1					1	2		4
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
											0
Total	0	0	1	0	0	0	0	1	2	0	4





Statements Regarding Applicant and its Principals		
Respond to each of the following questions with either "Yes" or "No."		
Puc 2006.01(p)(1)	Has applicant or any of its principals ever been convicted of any felony that has not been annulled by a court?	No
Puc 2006.01(p)(2)	Has applicant or any of its principals, within the 10 years immediately prior to application, had any civil, criminal, or regulatory sanctions or penalties imposed against it, him, or her pursuant to any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(3)	Has applicant or any of its principals, within the 10 years immediately prior to application, settled any civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(4)	Is applicant or any of its principals currently the subject of any pending civil, criminal, or regulatory investigation or complaint involving any state or federal consumer protection law or regulation?	No
Puc 2006.01(p)(5)	Has applicant or any of its principals been denied authorization to provide competitive electricity supply service or electric aggregation service in any other state or jurisdiction?	No
Puc 2006.01(q)	If an affirmative answer is provided to any item above, then provide a detailed explanation of the occurrence and the related circumstances. Use additional sheets as needed.  N/A	

Telemarketing		
Puc 2006.01(s)	Does the applicant intend to telemarket? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then respond to the following three questions:		
Puc 2006.01(r)(1)	Will the applicant maintain a list of customers who request being placed on the applicant's do-no-call list for the purposes of telemarketing?	N/A
Puc 2006.01(r)(2)	Will the applicant obtain monthly updated do-no-call lists from the National Do Not Call Registry?	N/A
Puc 2006.01(r)(3)	Will the applicant NOT initiate calls to New Hampshire customers who have either requested being placed on the applicant's do-not-call list(s) or who are listed on the National Do Not Call Registry?	N/A

In-Person Solicitation of Residential Customers		
Puc 2006.01(u)	Does the applicant intend to enroll residential customers through in-person solicitation at the customer's residence? Respond with either "Yes" or "No."	No
If the response to the question above is "Yes," then provide the following items as separate attachments:		
Puc 2006.01(t)(1)	A plan for in-person solicitation of residential customers at their residences, including provisions to ensure legal and regulatory compliance and quality assurance.	
Puc 2006.01(t)(2)	A description of the applicant's training program for employees or representatives who will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(3)	An identification of any third party vendor or vendors the applicant intends to use to conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(4)	A copy of the applicant's performance standards and code of conduct for any employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	
Puc 2006.01(t)(5)	A copy of field audit standards used to evaluate the performance of employees, representatives, or vendors who or which will conduct in-person solicitation of residential customers at their residences.	



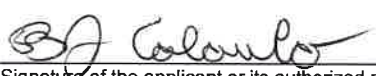
Sample Bill Form		
Puc 2006.01(v)	Does the applicant intend to use only the utility's billing service? Respond with either "Yes" or "No."	No
Puc 2006.01(v)	If the response to the question above is "No," then provide a sample of the bill form(s) the applicant intends to use as a separate attachment. <b>Attachment D</b>	

Residential and Small Commercial Customer Contracts		
Puc 2006.01(w)	Does the applicant intend to serve residential and small commercial customers? Respond with either "Yes" or "No."	Yes
If the response to the question above is "Yes," then provide the following item as a separate attachment:		
Puc 2006.01(w)	A copy of each contract to be used for residential customers and for small commercial customers, including any schedules or other documentation attached to, incorporated into, or referenced in such contract. <b>Attachment E</b>	

File Financial Security Instrument		
Refer to Puc 2003.03 for the financial security requirements.		
Puc 2003.01(b)(2)	Provide an original executed financial security instrument that meets the requirements of Puc 2003.03.	
File the original, executed financial security instrument with the Executive Director. The financial security instrument can be filed separately from the application form, by U.S. mail, overnight express, or hand delivery.		

Submit Application Fee (For Initial Applications Only)		
Puc 2003.01(b)(3)	For an application for initial registration, submit payment of the application fee in the amount of \$250.00 to the Executive Director by U.S. mail, overnight express, or hand delivery. Make check payable to: New Hampshire Public Utilities Commission.	
Note that there is no fee for a renewal application.		

Expected Marketing Start Date		
Puc 2006.01(x)	Provide the date upon which the applicant expects to commence marketing its services to customers in New Hampshire.	Already active. Date

Attestation and Signature		
Puc 2006.01(y) and (z)	BY SIGNING BELOW, THE APPLICANT REPRESENTATIVE CERTIFIES THAT IT HAS THE AUTHORITY TO FILE THE APPLICATION ON BEHALF OF THE CEPS AND ATTESTS THAT THE CONTENTS OF THE APPLICATION ARE TRUTHFUL, ACCURATE, AND COMPLETE.   Signature of the applicant or its authorized representative  Name: <b>Bonnie Colombo</b>  Title: <b>Controller</b>	<b>3/19/21</b> Date

Filing Instructions		
1) Mail an original and two paper copies of this form and all separate attachments to: Executive Director, NHPUC, 21 South Fruit St., Suite 10, Concord, NH 03301		
2) E-mail a PDF of this form and all separate attachments to: <a href="mailto:Executive.Director@puc.nh.gov">Executive.Director@puc.nh.gov</a>		





2000 Chapel View Blvd, Suite 450  
Cranston, RI 02920  
P: 888.875.1711  
F: 877.206.4855  
[info@firstpointpower.com](mailto:info@firstpointpower.com)

## Attachment A

### **Business Authority**

(Puc 2006.01(h))

(Puc 2006.01(i))



# NEW HAMPSHIRE DEPARTMENT OF STATE



User ID: FirstPoint

Last Login: 02/10/2021 09:12 AM

Account

Logout

## Business Details

Business Name: FIRST POINT POWER, LLC

Business ID: 680007

Business Type: Foreign Limited Liability  
Company

Business Status: Good Standing

Business Creation Date: 10/15/2012

Name in State of  
Formation: FIRST POINT POWER, LLCDate of Formation in  
Jurisdiction: 10/15/2012Principal Office Address: 2000 Chapel View Blvd, Suite  
450, Cranston, RI, 02920, USAMailing Address: 2000 Chapel View Blvd, Suite 4  
50, Cranston, RI, 02920, USACitizenship / State of  
Formation: Foreign/Rhode IslandLast Annual Report  
Year: 2021

Next Report Year: 2022

Duration: Perpetual

Business Email: bcolombo@firstpointpower.c  
om

Phone #: 401-684-1443

Notification Email: compliance@firstpointpower.c  
omFiscal Year End  
Date: NONE

## Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / First Point Power is a competitive electricity supplier.	

Page 1 of 1, records 1 to 1 of 1

## Principals Information

**Name/Title****Business Address**

Peter Schieffelin / Member

2000 Chapel View Blvd, Suite 450, Cranston, RI, 02920, USA

Page 1 of 1, records 1 to 1 of 1

**Registered Agent Information**

Name: 0 New England Agents, Inc.

Registered Office 159 Main Street S100, Nashua, NH, 03060, USA  
Address:Registered Mailing 159 Main Street S100, Nashua, NH, 03060, USA  
Address:**Trade Name Information**

No Trade Name(s) associated to this business.

**Trade Name Owned By**

No Records to View.

**Trademark Information**

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#)[Address History](#)[View All Other Addresses](#)[Name History](#)[Shares](#)[Businesses Linked to Registered Agent](#)[Return to Search](#)[Back](#)NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)

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2000 Chapel View Blvd, Suite 450  
Cranston, RI 02920  
P: 888.875.1711  
F: 877.206.4855  
[info@firstpointpower.com](mailto:info@firstpointpower.com)

## Attachment B

### **ISO-NE Market Participation**

(Puc 2006.01(j))



Search

[CALENDAR](#) [LIBRARY](#) [HELP](#) [SIGN UP](#) [SIGN IN](#)[About Us](#) [Participate](#) [Committees and Groups](#) [System Planning](#) [Markets and Operations](#)[Participate](#) > [Participant and Asset Listings](#)

# Participant 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 participant's name, address, stock symbol(s), industry sector, industry type/classification, committee membership, and NEPOOL voting status (if the participant 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 Participant 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

2000 Chapel View Blvd STE 450  
Cranston, RI 02920

### Customer Details

CUSTOMER ID	SECTOR	TYPE	CLASSIFICATION	SUB-CLASSIFICATION	VOTING STATUS
51284	Supplier	Participant	Market Participant		Y

### Committee Members

MEMBER
--------

COMMITTEE NAME	NAME	TITLE	POSITION	ROLE
NEPOOL Markets Committee	Bryan Amaral	Director	Member	Alternate
NEPOOL Markets Committee	Peter Schieffelin		Member	Member
NEPOOL Participants Committee	Bryan Amaral	Director	Member	Alternate
NEPOOL Participants Committee	Peter Schieffelin		Member	Member
NEPOOL Reliability Committee	Peter Schieffelin		Member	Member
NEPOOL Reliability Committee	Bryan Amaral	Director	Member	Alternate
NEPOOL Transmission Committee	Peter Schieffelin		Member	Member
NEPOOL Transmission Committee	Bryan Amaral	Director	Member	Alternate

### ▲ 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





2000 Chapel View Blvd, Suite 450  
Cranston, RI 02920  
P: 888.875.1711  
F: 877.206.4855  
[info@firstpointpower.com](mailto:info@firstpointpower.com)

## Attachment C

### EDI Certification

(Puc 2006.01(k))

**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



## 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

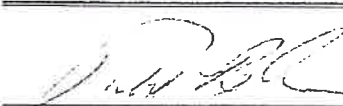
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This is official notification of the successful completion of Electric EDI testing between Unitil Energy Systems and First Point Power, LLC. As of February 25, 2013, Unitil Energy Systems does hereby declare First Point Power, LLC as a certified EDI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

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Signature

Date 2/26/13

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



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

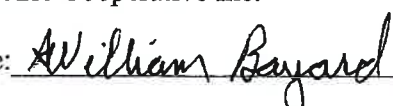
Competitive Supplier Business Contact Signature: 

Date of Test Acceptance: 4/28/2016

Competitive Supplier Technical Contact Signature: 

Date of Test Acceptance: 4/28/2016

Distribution Company: New Hampshire Electric Cooperative Inc.

Distribution Company Business Contact Signature: 

Date of Test Acceptance: 4/21/2016

Distribution Company Technical Contact Signature: 

Date of Test Acceptance: 4/21/2016





2000 Chapel View Blvd, Suite 450  
Cranston, RI 02920  
P: 888.875.1711  
F: 877.206.4855  
[info@firstpointpower.com](mailto:info@firstpointpower.com)

## Attachment D

### **Sample Bill Form**

(Puc 2006.01(v))



First Point Power Contract Number: [REDACTED]  
Invoice Number: [REDACTED]  
Payment Due Date: 2/24/2021  
Amount Due: \$1,959.73

#### ELECTRICITY SUPPLY INVOICE

##### Contact Information

Email: CustomerCare@FirstPointPower.com  
Phone: 1-888-875-1711  
Fax: 1-877-206-4855  
Hours: 9:00am - 5:30pm EST  
Address: First Point Power, LLC  
2000 Chapel View Blvd., Ste. 450  
Cranston, RI 02920

##### Customer Billing Address

[REDACTED]  
[REDACTED]  
[REDACTED]

Invoice Date: 01/25/2021

##### BALANCE SUMMARY

Current Charges	\$1,959.73
-----------------	------------

##### Messages

In the event of service outage or emergency, please contact your utility below:  
Eversource - NH (PSNH): (866) 554-6025

Right to dispute your bill: Please contact us to resolve any questions for concerns. If we are unable to resolve a dispute, you have the right to file a complaint with the New Hampshire Department of Public Utilities.

##### How To Pay

You may make payment by check or wire.

If by wire, please remit to:

Bank Newport

Account Number: [REDACTED]

Routing Number: [REDACTED]

If by check, please make payable to:

First Point Power, LLC

Please detach the invoice stub below  
and include it with your payment.

Keep the above portion for your records.

Please return this bottom portion with your payment.

Payment Due Date: 02/24/2021

Amount Due: \$1,959.73

Invoice #: [REDACTED]

Customer #: [REDACTED]

Enter Amount Enclosed

\$

First Point Power, LLC  
2000 Chapel View Blvd., Ste. 450  
Cranston, RI 02920



First Point Power Contract Number: [REDACTED]  
Invoice Number: [REDACTED]

ELECTRICITY SUPPLY INVOICE DETAIL

Service Address:	[REDACTED]	Utility:	Eversource - NH (PSNH)
Utility Account Number:	[REDACTED]	Service Period:	12/31/2020 - 01/15/2021
Meter Number:	[REDACTED]	Billing Type:	Actual

Energy (kWh): 12,300      Line Loss: 1.07750      Supplied Energy (kWh): 13,253

CHARGES	Per KWH Cost		
Energy - Variable Rate	0.03540	On Peak: \$280.52, Off Peak: \$188.63	\$469.15
Capacity		42.49 * 7.9 * (1 / 31)+42.49 * 7.9 * (14 / 31)	\$162.54
RPS	0.00053		\$7.03
Ancillary	0.00351		\$46.53
Service Charge	0.00940	\$0.009400 x 13,253.3 KWH	\$124.58
Subtotal			\$809.83

Total Amount Due \$809.83

Service Address:	[REDACTED]	Utility:	Eversource - NH (PSNH)
Utility Account Number:	[REDACTED]	Service Period:	12/16/2020 - 12/31/2020
Meter Number:	[REDACTED]	Billing Type:	Actual

Energy (kWh): 12,300      Line Loss: 1.07750      Supplied Energy (kWh): 13,253

CHARGES	Per KWH Cost		
Energy - Variable Rate	0.05345	On Peak: \$407.21, Off Peak: \$301.12	\$708.33
Capacity		42.49 * 7.9 * (15 / 31)	\$162.54
RPS	0.00849		\$112.50
Ancillary	0.00317		\$41.95
Service Charge	0.00940	\$0.009400 x 13,253.3 KWH	\$124.58
Subtotal			\$1,149.90

Total Amount Due \$1,149.90



2000 Chapel View Blvd, Suite 450  
Cranston, RI 02920  
P: 888.875.1711  
F: 877.206.4855  
[info@firstpointpower.com](mailto:info@firstpointpower.com)

## Attachment E

### **Residential and Small Commercial Customer Contract**

(Puc 2006.01(w))



## ELECTRICITY SALES AGREEMENT

### GENERAL INFORMATION

Date:

Marketer Name:

### CUSTOMER INFORMATION

Customer:

FEIN/TIN/SSN:

DBA (if applicable):

### BILLING AND NOTICE INFORMATION

Address:

City:

Address 2:

State:

Zip:

### CONTACT INFORMATION

Contact Name:

Contact Title:

Email {required}:

Phone:

### PRODUCT INFORMATION

Product: Fixed Rate

Term (months):

Contract Price (\$/kWh):

Start Date (mm/yyyy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Billing Type: LDC Consolidated

End Date (mm/yyyy): \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### ELECTRICITY ACCOUNT(S)

No.	Account Number	Utility	Taxable Status
1			<input type="checkbox"/> Exempt form attached; exempt % ____
2			<input type="checkbox"/> Exempt form attached; exempt % ____
3			<input type="checkbox"/> Exempt form attached; exempt % ____
4			<input type="checkbox"/> Exempt form attached; exempt % ____

### EXECUTION AND EFFECTIVENESS

This Electricity Sales Agreement ("ESA"), upon execution is a legally binding contract between First Point Power, LLC ("FPP," "We," "Our," and "Us"), a competitive electric power supplier ("CEPS") licensed by the NH PUC, and Customer ("Customer," "You," and "Your") (each a "Party" and collectively, the "Parties") and shall incorporate the above electricity account(s), Attachment A – Accounts (if applicable), and shall be subject to the Terms and Conditions between First Point Power, LLC and Customer (collectively the "Agreement"). Capitalized terms have the meanings set out in the Terms and Conditions, unless the context clearly requires otherwise. The Agreement is not valid until fully executed by both Parties. The purpose of this Agreement is to authorize a change in Customer's CEPS.

Each Party represents and warrants that it has the necessary legal authority and/or corporate authority, to enter into this Agreement and to perform each duty and obligation imposed by the Agreement. Each Party represents that each individual affixing a signature to this Agreement has been duly authorized to execute this Agreement on behalf of the Party that he or she represents, and that by signing the Agreement, a valid, binding and enforceable legal obligation of the Party has been created, and that he, she or it has made an independent decision to enter into the Agreement and as to whether this Agreement is appropriate or proper based upon his, her or its own judgment and is capable and prepared to assume such risks.

By:

Customer: \_\_\_\_\_

Signatory Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

By:

Supplier Name: First Point Power, LLC

Signatory Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**TERMS AND CONDITIONS**

1. **DEFINITIONS.** The electricity account(s) in the Agreement are referred to herein individually as an **"Account"**, and collectively as the **"Account(s)."** **"Change in Law"** means any new Laws, rules, regulations, filed tariffs, orders, or any change, modification, or change in interpretation or application of any Laws, rules, regulations, filed tariffs, or orders (including but not limited to: changes to rates, formula rate calculations, inputs, percentages, forecasts, or variables) issued by any applicable federal or state regulatory authority, or applicable regional transmission organization ("RTO") or independent system operator ("ISO"). **"Commercial Account"** means an Account classified by the NH PUC or applicable LDC tariffs as not residential. **"CEPS"** means competitive electric power supplier. **"ESA"** means the Electricity Sales Agreement executed under this Agreement. **"Financial Assurance"** means (a) collateral, in the form of either cash, a guarantee, an increase in the amount of guarantee currently held by FPP guaranteeing Customer's obligations under this Agreement, letter(s) of credit, or other security acceptable to FPP, in an amount acceptable to FPP; (b) FPP requiring pre-payment from Customer for electric service provided under this Agreement, with terms to be determined by FPP in its sole discretion; or (c) FPP requiring an accelerated payment schedule with terms to be determined by FPP in its sole discretion. **"FPP"** means First Point Power, LLC. **"Historic KWH Usage"** means Your KWH usage in the immediate preceding 12 months from the date of this Agreement. **"ISO"** means the independent system operator or regional transmission organization responsible for the service territory governing an electricity account or any successor or replacement entity. **"KWH"** means the amount of electrical energy (expressed in kilowatt hours) purchased by You under the terms of this Agreement. **"Laws"** means any law, rule, order, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, LDC tariff, ISO tariff, rule of any commission or jurisdiction in the state in which an Account is located, or rule by the Federal Energy Regulatory Commission. **"LDC"** means the Account's local electricity distribution company. **"NH PUC"** means the New Hampshire Public Utilities Commission. **"Non-Indexed Variable Rate"** is a non-indexed rate, which may fluctuate each month, and has no cap or limit in its variation month to month. **"Residential Account"** means an Account classified by the NH PUC or applicable LDC tariffs as residential. **"Small Commercial Account"** means an Account classified by the NH PUC or applicable LDC tariffs as small commercial.

2. **PRICE.** The Contract Price is listed in the ESA.

Cost Type	Description
Energy costs	Included
Capacity costs	Included
Line loss costs	Included
Ancillary / other ISO costs	Included
RPS costs	Included
Winter reliability costs	Included

3. **BILLING AND PAYMENT.** If We bill You through the LDC consolidated billing program ("LDC Consolidated"), payment is due in accordance with the LDC's rules and in the event Your LDC does not accept payment, or the Account(s) are terminated, suspended or withdrawn from the billing program, We, at Our sole option, may: (i) bill You separately for the electric supply You receive from Us, including any applicable charges, or (ii) terminate this Agreement as to some or all of the Account(s) and switch such Account(s) to Your LDC's standard service, whether default service

or otherwise. If We bill You separately ("Dual Billing") for Our charges, payment is due within fifteen (15) days of the date on the invoice, and if payment is not received within such fifteen (15) day period, it is considered late. For Dual Billing, late payments or partial payment balances will be subject to a late fee of 2.00% per month, or the maximum rate allowable by law, whichever is less. Under LDC Consolidated, a late payment charge will be assessed at the same rate and in the same manner that Your LDC applies late payment charges to its unpaid charges. You shall reimburse FPP for any costs We incur in collecting monies owed to Us by You, including but not limited to attorneys' fees, expenses, and court costs. You are still responsible for paying all applicable taxes, and all applicable LDC charges including, but not limited to transmission and distribution charges, as well as system benefits charges and stranded cost recovery charges. We shall charge, and You shall be responsible for, any applicable taxes unless and until You provide Us proper and complete proof of tax exempt status. We do not offer budget billing. You may contact Your LDC using the contact information provided in Section 12 for information on the LDC's budget billing offerings.

4. **CUSTOMER PARAMETERS.** The Contract Price specified in the Agreement is conditioned on Your representation (i) that You do not own or utilize any on-site generation or renewable energy, including but not limited to energy storage capabilities, waste-to-energy, solar power, co-generation, and wind power ("On-Site Generation"); and (ii) there will not be a Customer Change, defined as a material change in (A) Your KWH usage during this Agreement compared to Your Historic KWH Usage, or (B) the characteristics of any or all the Accounts. If during this Agreement You intend to install On-site Generation or You expect there to be a Customer Change, You agree to provide Us at least forty-five (45) days' prior written notice. You acknowledge and understand any use by You of On-site Generation, and/or any Customer Change, determined solely by Us, in a commercially reasonable manner, without Our prior written consent, is in material breach of this Agreement. In the event of a default pursuant to this Section, We reserve the right to (i) terminate this Agreement, and invoice You the ETF; (ii) issue You a separate monthly invoice for the economic effects of the foregoing; or (iii) change Your rate for the remainder of the Term to a rate that covers the economic effects of the foregoing; or (iv) list such costs as a separate line item on Your monthly invoice.

5. **TERM AND EXPIRATION.** The Term for each Account shall begin when the Account is enrolled on FPP's service and the exact enrollment date for each Account is determined by Your LDC's enrollment procedures. We will attempt to enroll each Account on its regularly scheduled meter read date on or after the first day of the month in the Start Date. The Term for each Account shall end coincident with the first regularly scheduled meter read date on or after the first day of the month in the End Date. We shall not be held liable if the actual enrollment date or effective cancellation date for any Account is not exactly consistent with its LDC meter read date for the Account. We shall employ Our best efforts to enroll each Account at the start of the Term and You shall employ Your best efforts to cooperate with Our efforts to enroll each Account, including but not limited to, You providing Us with a copy of an electricity bill prepared by Your LDC for each Account within the prior fifty (50) days of Our request. We shall not be held liable for not enrolling any Account if such failure was due to any cause beyond Our control. If following termination of this Agreement or conclusion of the Term (whether in whole or in part), for any reason, some or all of the Account(s) remain on Our service, We may continue to service



**TERMS AND CONDITIONS**

such Account(s) on Our month-to-month Non-Indexed Variable Rate ("Automatic Extension Term"). Either Party may choose to terminate any Account during the Automatic Extension Term at any time within its discretion and You shall provide Us notice of any such request You have, at which time We will drop each Account as of the next available, scheduled LDC meter read date to the then-applicable tariff service, whether default service or otherwise, by contacting Us via means outlined in Section 12. We shall not be held liable for not dropping any Account if such failure was due to any cause beyond Our control. No less than 45 days and no more than 60 days prior to the End Date, We shall provide You notice regarding end of the contract and options moving forward, including renewal options.

- 6. EARLY TERMINATION FEE.** The Early Termination Fee (ETF) shall be calculated solely by Us, in a commercially reasonable manner, using the below methodology. In addition to any ETF, You shall pay Us costs We incur in collecting amounts You owe under this Agreement, including but not limited to attorneys' fees, expenses, and court costs. You are still responsible for paying Us any amounts due and owing whether invoiced or not.

**6.1.** For each Residential Account: \$100.00 per Account.

**6.2.** For each Account that is not a Residential Account: the ETF shall be calculated as: the positive dollar amount, if any, of [the Contract Price less the market price of serving the Account for the remainder of the Term from its effective date of termination] multiplied by [Your expected KWH use for the remainder of the Term from the effective date of termination for the Account (based on Your Historic KWH Usage or Our commercially reasonable forecast)].

- 7. TERMINATION BY CUSTOMER.** You have the right to change Your CEPS at any time and with no advance notice requirement, subject to payment of the termination fees described in this Agreement. You may terminate this Agreement by (a) notifying Us of termination, (b) contracting with a new CEPS for electricity supply, (c) contracting with an aggregator granted agency authority, or (d) contacting Your LDC to select default service. In the event that You terminate this Agreement prior to the conclusion of the Term, You shall pay the applicable ETF to Us. You may terminate this Agreement before the conclusion of the Term without paying an ETF if We are in default of any of Our material obligations under this Agreement and You provide Us written notice of such default, and such default continues for forty-five (45) days after We receive written notice from You. You shall remain responsible for payment of all outstanding and undisputed charges for electricity delivered and service rendered prior to the effective date of termination of this Agreement. You may contact Us via means described in Section 12 to cancel this Agreement.

- 8. TERMINATION BY FPP.** FPP reserves the right to terminate service under this Agreement and invoice you the ETF if You default under this Agreement. You are in default if: You (i) fail to pay Us all amounts due within twenty (20) days of the date on the invoice ("Non-Payment"); (ii) have made or make any warranty or representation to FPP that is, at any applicable time, false or misleading; (iii)(A) make an assignment for the benefit of creditors, (B) file a petition or otherwise authorize the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or have such petition filed against You, (C) otherwise become bankrupt or insolvent, or (D) are unable to pay Your debts as they fall due; (iv) fail to provide Us with Financial Assurance

under Section 13. Assurances; (v) enter into a merger with, or sell all or substantially all of Your assets to, another entity that fails to assume Your obligations under this Agreement; (vi) are in any other material default of any of Your obligations under this Agreement; (vii) have, on two or more occasions, defaulted during this Agreement without the prior written consent of FPP, regardless of whether such default was remedied or not; or (viii) have been removed from LDC Consolidated for any reason. We shall provide You written notice if You default under this Agreement, at which time You have ten (10) business days to remedy such default. FPP may cancel this Agreement even if a breach under this section is cured by the Customer. If this Agreement is terminated pursuant to Section 4 or if there is a Change in Law, FPP may, in its sole discretion, cancel this Agreement after providing You at least ten (10) business days' advance written notice.

- 9. INFORMATION AUTHORIZATION.** You authorize Us to obtain and review information regarding Your credit history, including but not limited to information on file with credit-reporting agencies or otherwise. You authorize Us to obtain and review information pertaining to the Account(s) from the LDC, which includes but is not limited to: electricity account number, phone number, address, meter-read dates, service data, rate-class data, electric consumption history, billing determinants, and payment history. You authorize Us to obtain copies of current and historical electric bills pertaining to the Account(s) directly from the LDC for a period of up to six (6) months after the Term or Automatic Extension Term, whichever is greater. 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 to Us. You authorize Us to obtain copies of tax-exempt forms pertaining to the Account(s) directly from the LDC for a period of up to thirty-six (36) months after the Term or Automatic Extension Term, whichever is greater. Both Parties will keep all information regarding this Agreement and the other Party confidential; provided, however We may share some information with our sales partners including, but not limited to meter-read dates, payment history, and electric consumption history. By accepting the terms of service, You affirmatively consent to the LDC sharing billing and payment information with Us, including Your participation in budget billing or extended payment arrangements.

- 10. ASSIGNMENT.** This Agreement shall extend to and be binding upon Our respective successors and permitted assignees; provided, however, that You may not assign this Agreement without Our prior written consent, which shall not be unreasonably withheld. 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 party with the legal ability to supply electricity. Any such assignee shall agree in writing to be bound by the terms of this Agreement and, following such agreement, FPP shall have no further obligations hereunder. If We transfer or sell the right to serve the Account(s) under this Agreement, You may cancel this Agreement without penalty.

- 11. CHANGE IN LAW.** This Agreement is subject to all present and future, valid and applicable Laws. In the event of a Change in Law, We may, in Our sole discretion, pass through or allocate, as the case may be, the

**TERMS AND CONDITIONS**

economic effects of such change(s) by (i) issuing You a separate monthly invoice for the cost(s); (ii) changing Your rate for the remainder of the Term to a rate that covers the economic effects of the Change in Law(s); or (iii) by listing such cost(s) as a separate line item on Your monthly invoice. For the purpose of clarity, a Change in Law shall not include changes in ISO-NE capacity cost allocations when such changes were not the direct result of a specific change in the ISO-NE tariff.

**12. CONTACT INFORMATION.** You may reach Us by (i) phone at (888) 875- 1711; (ii) email at [CustomerCare@firstpointpower.com](mailto:CustomerCare@firstpointpower.com); or (iii) mail at 2000 Chapel View Blvd., Ste. 450, Cranston, RI 02920. Our website is [www.FirstPointPower.com](http://www.FirstPointPower.com). You agree to accept notices in electronic format. Should You wish to change Your preferred method of communication You agree to submit such request to Us in writing. For emergencies, outages, and equipment service, contact Your LDC by means outlined here: Eversource Energy (PSNH) at 876- 800-662-7764; Liberty Utilities at 1-800-375-7413; New England Electric System at 1-800-852-3339.

**13. ASSURANCES.** If at any time during the Agreement, (i) FPP has reasonable basis to believe Your creditworthiness or Your ability to perform Your obligations under this Agreement have become unsatisfactory; or (ii) any Financial Assurance held by Us has, in Our reasonable discretion, become unsatisfactory, then We shall be entitled to request You provide Us with Financial Assurance (including replacement or additional replacement Financial Assurance) and You shall have five (5) business days from such request to provide Us with the requested Financial Assurance. The posting or amount of any Financial Assurance hereunder shall be subject to any applicable Laws and any limitations imposed by such Laws.

**14. DISPUTE RESOLUTION.** In the event of a disagreement involving the terms of this Agreement, the Parties will use best efforts to resolve the dispute and shall use commercially reasonable means to mitigate its effects. You may contact Us via means outlined in Section 12 regarding any disputed bill, stating the reason for the dispute, within twenty (20) days of receiving the bill and You agree to pay the undisputed portion of the bill. If You do not notify Us in writing of a disputed bill within 60 days after the due date, the dispute is deemed waived. Disputes that cannot be resolved may be referred to the NH PUC. You may contact the NH PUC (i) by phone at 1-800-852-3793 or 1-603-271-2431, Monday through Friday, 8:00am to 4:30pm; (ii) by mail at New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, NH 03301-2429; (iii) or by website at <http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>.

**15. 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.

**16. LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS OR REVENUE), INCIDENTAL, OR PUNITIVE DAMAGES FOR CLAIMS ARISING UNDER THIS AGREEMENT. THE REMEDY IN ANY CLAIM OR SUIT ARISING OUT OF THIS AGREEMENT WILL BE SOLELY LIMITED TO DIRECT ACTUAL DAMAGES, PROVIDED THAT IN NO EVENT SHALL OUR LIABILITY UNDER THIS AGREEMENT EXCEED THE DIFFERENCE BETWEEN THE REASONABLE PRICE OF REPLACING ANY UNDELIVERED ELECTRICITY AND THE PRICE OF ELECTRICITY UNDER THIS AGREEMENT. OUR LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF YOUR AVERAGE MONTHLY INVOICE FOR ELECTRICITY SUPPLY SERVICE FOR THE ACCOUNT(S) DURING THE PAST TWELVE (12) MONTHS IMMEDIATELY PRECEDING TERMINATION OF THIS AGREEMENT. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

**17. WARRANTIES.** You warrant and represent (i) every Account supplied under this Agreement is a Residential Account or a Small Commercial Account; (ii) if You are a city, town or municipality, You are a duly authorized representative and all such persons as required to be signatories to or otherwise execute this Agreement under the laws of the city, town or municipality and have executed and are authorized to execute this Agreement in accordance with such laws; (iii) there are no bankruptcy, insolvency, reorganization, receivership or other similar proceedings pending or being contemplated by You or, to Your knowledge, threatened against You or any Account; (iv) there will be no material change in Your KWH usage during this Agreement compared to Your Historic KWH Usage; and (v) there will be no material change to the characteristics of any or all the Account(s).

**18. MISCELLANEOUS.** 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. 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. Each Party will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind arising from personal injury including without limitation, death, tangible property damage or any other damages arising from or out of any event, circumstance, act or incident occurring or existing with respect to

**TERMS AND CONDITIONS**

the electricity provided pursuant to this Agreement that the indemnifying Party caused due to its negligence, willful misconduct, or any action or inaction which gives rise to any liability. No delay or failure by Us in enforcing any part of this Agreement shall be deemed a waiver of any of Our rights or remedies. If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way. This Agreement and all matters arising out of or relating to it shall be governed and construed in accordance with the laws in which any Account is located, without regard to any conflicts-of-law principle that directs the application of another jurisdiction's laws. If the matter at issue involves Accounts or matters in more than one state, the governing jurisdiction and venue shall be deemed to be Rhode Island.

**19. ENVIRONMENTAL DISCLOSURE STATEMENT.** You may find our Environmental Disclosure Label on our website, [www.FirstPointPower.com](http://www.FirstPointPower.com).

**20. RESCISSION PERIOD.** You have the right to cancel this Agreement without penalty within (a) five (5) business days after the date this Agreement is sent to You electronically, or (b) six (6) business days from the postmarked date of this Agreement being mailed to You by first class mail. Additionally, for each Residential Account signed up in-person at its residence, You have the right to cancel this Agreement without penalty

within (a) ten (10) business days from the date We send You this Agreement electronically, or (b) eleven (11) business days from the postmarked date of this Agreement being mailed to You by first class mail. To rescind this Agreement, submit such request to Us (i) by email at [CustomerCare@firstpointpower.com](mailto:CustomerCare@firstpointpower.com); (ii) by phone at 1-888-875-1711; or (iii) in writing Us at First Point Power, LLC, 2000 Chapel View Blvd., Ste. 450, Cranston, RI 02920.

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

**22. LOW-INCOME ASSISTANCE:** Eligible low-income residential customers may qualify for discounted electric rates from the LDC or electric assistance from the State. For more information, contact Your LDC 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](http://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.