

DM 13-075

TIMOTHY R. SCHNEIDER

Merrill's Wharf
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Portland, ME 04101

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March 7, 2013

OVERNIGHT MAIL

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



Re: Gulf Oil Limited Partnership Application for Registration as a Competitive Electric Power Supplier

Dear Ms. Howland:

Enclosed please find Gulf Oil Limited Partnership's (Gulf Oil) application for initial registration as a competitive electric power supplier. Gulf Oil is a Delaware Limited Partnership currently licensed to sell and selling electricity at retail in Connecticut, Maine, and Massachusetts.

The enclosed application includes the following:

- 1) One original plus two copies of a registration application in the form required by PUC 2002.06;
- 2) Attachment A – certification by the New Hampshire Secretary of State that Gulf Oil is registered as a foreign limited partnership;
- 3) Attachment B – a copy of Gulf Oil's Standard Service Agreement for sale of electricity;
- 4) Attachment C – a December 31, 2012 filing by the New England Power Pool demonstrating Gulf Oil's membership therein;

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Initial Registration of Competitive Electric Power Supplier

(1) 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;

Name: Gulf Oil Limited Partnership
Trade Names: Gulf Electricity; Gulf Energy
Web sites: <http://www.gulfelectricity.com>; <http://www.gulfoil.com>

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

Address: 100 Crossing Boulevard, Framingham, MA 01702 Main Telephone: 508-270-8300
Web sites: <http://www.gulfelectricity.com>; <http://www.gulfoil.com>

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

Gulf Oil Limited Partnership is a Delaware limited partnership and is qualified to do business in New Hampshire.

(4) The name(s), title(s), business address(es), telephone number(s), and e-mail address(es) of the applicant's principal(s)

Ronald R. Sabia, President and Chief Operating Officer
100 Crossing Boulevard
Framingham, MA 01702
508-270-8389

Mark G. Howard, Executive Vice President, General Counsel and Secretary
100 Crossing Boulevard
Framingham, MA 01702
508-270-1475

Howard S. Rosenstein, Chief Financial Officer, Senior Vice President, and Treasurer
100 Crossing Boulevard
Framingham, MA 01702
508-270-8339

Richard G. Dery, Senior Vice President and Chief Marketing Officer
100 Crossing Boulevard
Framingham, MA 01702
508-270-8387

Laura J. Scott, Senior Vice President of Finance and Strategy
100 Crossing Boulevard
Framingham, MA 01702
508-270-8329

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

- a. The name, business address and telephone number of the entity;
- b. A description of the business purpose of the entity; and
- c. A description of any agreements with any affiliated New Hampshire utility;

Cumberland Farms, Inc.
100 Crossing Boulevard
Framingham, MA 01702
Main Telephone: 508-270-8300

Cumberland Farms, Inc. is a well known convenience store and gasoline retailer with extensive operations in New Hampshire, including approximately fifty current retail sites. Cumberland Farms, Inc. also engages in real estate investment and management activity in connection with its property portfolio in New Hampshire.

There are no agreements with an affiliated New Hampshire utility.

- (6) 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;

Gulf Electricity Customer Service:
1-855-GULF-ELE (1-855-485-3353)
support@gulfelectricity.com

Customer Service Contact:
Marg McDonnell, Senior Director of Retail Electricity Customer Service
100 Crossing Boulevard
Framingham, MA 01702
508-270-8308

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

Peter Duprey, Senior Director of Retail Energy Services
100 Crossing Boulevard
Framingham, MA 01702
508-270-8336

- (8) 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;

CT Corporation System
9 Capitol Street
Concord, NH 03301

- (9) A copy of the applicant's authorization to do business in New Hampshire from the New Hampshire secretary of state;

See attached **Exhibit A**.

(10) 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;

Gulf Electricity intends to operate in those areas serviced by the following utilities:

- Public Service Company of New Hampshire
- Granite State Electric
- New Hampshire Electric Cooperative
- Unitil Energy Systems

(11) 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;

Gulf Electricity will serve all classes of customers, residential, commercial and industrial, small, medium and large.

- Public Service Company of New Hampshire: R, R-OTOD, EAP, G, G-OTOD, LCS, GV, LG, B, SR, OL, EOL, VIP, SKI
- Granite State Electric: D, D-10, M, G-1, G-2, G-3, T, V
- New Hampshire Electric Cooperative: Basic, Large Basic, Time Based Pricing, Time of Use, Time of Use With Critical Peak, Basic 3-Phase, Large Basic 3-Phase, Industrial, Primary, Primary Control, Primary Ski, Ski Area Contract
- Unitil Energy Systems: D, OL, G1, G2 (basic, water, space heating and kWh meter)

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

Gulf Oil Limited Partnership is currently licensed for and operating business relating to the sale of electricity in Maine, Massachusetts, and Connecticut.

Gulf Oil Limited Partnership is currently licensed for business relating to the sale of electricity in Rhode Island.

Gulf Oil Limited Partnership has applied for and expects to finalize imminently licensing for business relating to the sale of electricity in New York.

(13) 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;

To the best of its knowledge, Gulf Electricity has never had a customer complaint arising from its business relating to the sale of electricity filed with a state licensing/registration agency, attorney general's office or other governmental consumer protection agency.

(14) 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:

Gulf Oil Limited Partnership has an entity as its general partner. However, none of the officers or managers of Gulf Oil Limited Partnership or its general partner entity have ever been convicted of any felony that has not been annulled by a court.

(15) 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;

Gulf Oil Limited Partnership and Cumberland Farms, Inc. maintain a very active retail presence in a number of states. From time to time, Gulf receives in the ordinary course of business inquiries from state Attorney Generals regarding gasoline pricing. Each entity also handles routine civil litigation matters in which claims under state consumer protection statutes (such as M.G.L. Ch. 93A) are routinely attached to commercial disputes not fundamentally related to consumer protection issues. Each entity also is asked from time to time to comment during antitrust reviews of proposed or pending transactions not involving Gulf or Cumberland Farms.

To the best of our knowledge, after due inquiry, within the last ten years Gulf or its affiliate Cumberland Farms, Inc. has the following specific matters requiring disclosure:

We exchanged data with an Assistant Attorney General for the State of New York on November 11, 2005 regarding a claim of excessive margins at two stations, which we disputed. We have heard nothing further and consider the matter closed. No adverse finding occurred.

We responded to a request from the Attorney General for the State of Maine on December 5, 2005 with answers to specific questions regarding retail gasoline pricing. We have heard nothing further and consider the matter closed. No adverse finding occurred.

We exchanged data with the Attorney General's office for the State of Pennsylvania from November 17, 2005 through January 27, 2006 regarding a claim of excessive margins at two stations, which we disputed. We have heard nothing further and consider the matter closed. No adverse finding occurred.

We entered into an Acceptance of Voluntary Compliance with the State of Connecticut in 2006 whereby we disgorged "excessive profits" of approximately \$44,000 in connection with retail gasoline pricing at four stations following Hurricane Katrina.

In 2010, Cumberland Farms, Inc.'s acquisition of a portfolio of assets from ExxonMobil on Long Island in New York was selected for additional review by the Federal Trade Commission. Cumberland Farms engaged in extensive discussion and document production with the FTC during this process, ultimately resulting in approval of the transaction without objection from the FTC.

We received a notice of violation in New York from the Schenectady County Department of Consumer Affairs, Division of Weights and Measures on December 13, 2011 regarding two lots of sharp cheddar cheese in Scotia, NY which were slightly underweight. The problem was

traced to a fault in manufacturing equipment at a supplier. We paid a fine of \$4,800 to settle the matter, and were fully reimbursed by our vendor, which also undertook a series of corrective actions under our direction to prevent reoccurrence.

In August 2012, we settled a civil suit filed by a third party cigarette vendor in Pennsylvania alleging we had received improper rebates and discounts from cigarette manufacturers and thus sold cigarettes at too low a price in violation of the Pennsylvania Cigarette Sales and Licensing Act. We paid \$10,000 in settlement without admitting to any liability.

To the best of our knowledge, after due inquiry, neither Gulf nor Cumberland Farms has any pending matters requiring disclosure.

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

Details have been provided above.

(17) 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;

Gulf Electricity may engage in telemarketing activity. If it does, it will maintain a list of consumers who request being placed on Gulf Electricity'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

Gulf Electricity may engage in telemarketing activity. If it does, it will obtain monthly updated do-not-call lists from the National Do Not Call Registry.

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;

Gulf Electricity may engage in telemarketing activity. If it does, it will not initiate calls to New Hampshire customers who have either requested being placed on Gulf Electricity's do-not-call list(s) or customers who are listed on the National Do Not Call Registry.

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

N/A

(19) 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;

Gulf Electricity intends to use the utility's billing service.

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

Please see attached **Exhibit B**.

(21) A statement certifying that the applicant has the authority to file the application on behalf of the CEPS and that its contents are truthful, accurate and complete; and

The undersigned applicant has the authority to file this application on behalf of Gulf Oil Limited Partnership, a/k/a Gulf Electricity.

(22) The signature of the applicant or its representative.

Gulf Oil Limited Partnership

By: 

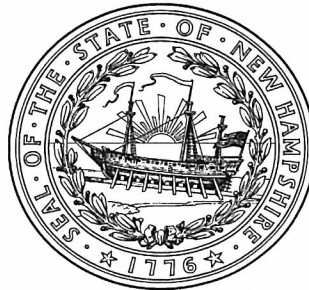
Name: Peter Duprey

Title: Senior Director of Retail Energy Services

ATTACHMENT A

State of New Hampshire

OFFICE OF SECRETARY OF STATE



I, DAVID M. SCANLAN, Deputy Secretary of State of the State of New Hampshire, do hereby certify that the attached is a true copy of Application for Registration of Foreign Limited Partnership, Certificate of Correction and Certificate of Amendment of GULF OIL LIMITED PARTNERSHIP formerly CATAMOUNT PETROLEUM LIMITED PARTNERSHIP as filed in this office and held in the custody of the Secretary of State.



*In Testimony Whereof, I hereto set my hand
and cause to be affixed the Seal of the State,
at Concord, this 1st day of February A.D. 2013*

A handwritten signature in black ink, appearing to read "D M Scanlan".

Deputy Secretary of State

APPLICATION FOR REGISTRATION OF
FOREIGN LIMITED PARTNERSHIP

1348848 F
11/29
1988
NEW HAMPSHIRE
SECRETARY OF STATE

- (1) LIMITED PARTNERSHIP NAME Catamount Petroleum Limited Partnership
(See Note 1)
- (2) NAME USED IN THIS STATE Catamount Petroleum Limited Partnership
- (3) STATE OF FORMATION Delaware DATE OF FORMATION October 14, 1988
- (4) AGENT C T Corporation System
- (5) AGENT'S ADDRESS 9 Capitol Street, Concord, New Hampshire 03301

(6) The Secretary of State is appointed agent for service of process if agent has not been appointed or cannot be found or served, or agent's authority has been revoked.

(7) ADDRESS OF OFFICE IN STATE OF FORMATION (if not required by laws of state of formation, address of principal office):
c/o Corporation Trust Company, 1209 Orange St., Wilmington, DE 19801

(8) ADDRESS AT WHICH IS KEPT A LIST OF THE NAMES AND ADDRESSES OF LIMITED PARTNERS AND THEIR CONTRIBUTIONS. These records will be maintained until this registration is cancelled or withdrawn:

151 Everett Avenue, Chelsea, MA 02150

SIGNED:

M u ✓
(by a general partner) GARY R. KANUB
PRESIDENT

State of Massachusetts

County of Suffolk ss.

Before me personally appeared GARY R. KANUB, who signed the foregoing instrument in my presence, on this 2nd day of NOVEMBER 19 88

Donna G. Felton
(Notary Public or Justice of the Peace)
Comm Expires 9/24/93

(9) LIST GENERAL PARTNERS ON REVERSE SIDE

Note 1: List actual limited partnership name on (1). If name does not contain "limited partnership" without abbreviation, add to name on (2). If using an assumed name, use (2) and file trade name application (\$40).

Mail \$100 fee, duplicate originals of form (original signatures on both), and securities statement required by RSA 421-B:13 to:

Secretary of State, Room 204, State House, Concord, NH 03301.
Telephone: (603) 271-3244

Catamount Petroleum Corporation
Harbour Executive Park
151 Everett Avenue
Chelsea, Massachusetts 02150

Tel. (617) 561-7200
Telex 240040

November 30, 1988

Office of the Secretary of State
Corporation Department
State House
Room 207
107 N. Main Street
Concord, N.H. 03301

Re: CONSENT TO USE OF NAME

Please be advised that Catamount Petroleum Corporation hereby consents to the use of its name, or any variation thereof, by Catamount Petroleum Limited Partnership.

EXECUTED AS A SEALED INSTRUMENT THIS 30TH DAY OF NOVEMBER, 1988.

CATAMOUNT PETROLEUM CORPORATION

by *Gary R. Kaneb*
Gary R. Kaneb, Vice President
by *Annette White*
Annette White, Asst. Secretary

Commonwealth Of Massachusetts
County of Suffolk

11/30/88

Then personally appeared *Gary R. Kaneb*, Vice President
and *Annette White*, Asst. Secretary of Catamount
Petroleum Corporation and acknowledged the above to be their free
act and deed, before me.

Notary Public

Emma A. Toben

My Commission Expires SEP 24 1993

CERTIFICATE OF CORRECTION OF
CERTIFICATE OF FOREIGN LIMITED PARTNERSHIP

1. Name of Limited Partnership ³⁴⁸⁸⁴ CATAMOUNT PETROLEUM LIMITED PARTNERSHIP
 Doing business in N.H. as CATAMOUNT PETROLEUM LIMITED PARTNERSHIP
2. Date of original filing NOVEMBER 29, 1988

The following statement(s) contained in the original application or amendment thereto is hereby amended as follows:

The name of the Limited Partnership is changed to:
GULF OIL LIMITED PARTNERSHIP

I hereby declare that I am the person who executed the Amendment to the Certificate of Limited Partnership, which execution by my signature below is my act and deed.

Catamount Petroleum Limited Partnership, by
Catamount Management Corporation,
its General Partner

[Signature]
Signature of General Partner

Gary R. Kaneb, President
Printed Name

151 Everett Avenue, Chelsea, MA 02150
Business Address

FILED
JAN 10 1994
WILLIAM M. GARDNER
NEW HAMPSHIRE
SECRETARY OF STATE

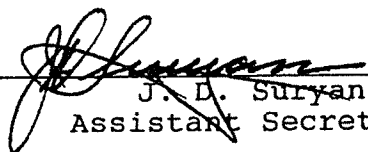
CONSENT AND WAIVER

CHEVRON U.S.A. INC. (formerly Gulf Oil Corporation), a Pennsylvania Corporation, hereby consents to the use of the name "Gulf Oil Limited Partnership" by CATAMOUNT PETROLEUM LIMITED PARTNERSHIP in the States of Delaware, Pennsylvania, New Jersey, New York, Ohio, Connecticut, Rhode Island, Massachusetts, Vermont, New Hampshire and Maine, and to the change of name of CATAMOUNT PETROLEUM LIMITED PARTNERSHIP to "Gulf Oil Limited Partnership" and hereby waives any and all rights which it may have to object to the use of such name and such change of name by CATAMOUNT PETROLEUM LIMITED PARTNERSHIP.

IN WITNESS WHEREOF, Chevron U.S.A. Inc. has caused this Consent and Waiver to be executed by its Assistant Secretary, hereunto duly authorized as of this 29th day of November, 1993.

CHEVRON U.S.A. INC.

By

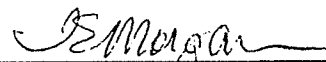


J. D. Suryan
Assistant Secretary

State of California)
City and County of San Francisco) ss

On November 29, 1993, before me personally appeared J. D. Suryan, the Assistant Secretary of Chevron U.S.A. Inc., to me known and known by me to be the person executing the foregoing instrument, and he acknowledged said instrument, executed by him, to be his free act and deed and the free act and deed of Chevron U.S.A. Inc.




Notary Public
My Commission Expires: 2/19/94

CERTIFICATE OF AMENDMENT
OF
FOREIGN LIMITED PARTNERSHIP

To the Secretary of State
State of New Hampshire

Pursuant to Chapter 304-B:52 of the New Hampshire Uniform Limited Partnership Act, the undersigned, a general partner of Gulf Oil Limited Partnership, a limited partnership organized and existing under the laws of Delaware, does hereby certify:

(Check where appropriate, supplying details as requested)

A. The limited partnership has undergone the following change in the composition of its partners:

1. General Partner withdrawn:

Catamount Management Corporation (a Massachusetts corporation)
(name)

90 Everett Avenue, Chelsea, MA 02150
(address)

or 2. General Partner added:

Gulf Acquisition LLC (a Delaware limited liability company)
(name)

90 Everett Avenue, Chelsea, MA 02150
(address)

3. Effective date of change September 27, 2005
(month/day/year)

B. That the limited partnership has changed its registered office (registered agent's address) as follows:

1. Previous location



2. Current location

3. Effective date of change
(month/day/year)

[] C. That the limited partnership has changed its registered agent as follows:

1. Former registered agent

(name)

2. Current registered agent

(name)

3. Effective date of change
(month/day/year)

[] D. That the limited partnership has changed its name as follows:

1. Name before change

2. Name after change (current name)

3. Effective date of change
(month/day/year)

That the foregoing changes in the limited partnership have been duly effected in the manner prescribed by the laws of Delaware where the limited partnership is organized.

Signed on September 27, 2005.

Gulf Acquisition LLC, General Partner
By: Joseph H. Petrowski
Joseph H. Petrowski, President/Manager

STATE OF MASSACHUSETTS)

COUNTY OF SUFFOLK)

Joseph H. Petrowski, being duly sworn, did depose and say: that he is the President/Manager of Gulf Acquisition LLC, the general partner of Gulf Oil Limited Partnership; that he has read the foregoing certificate and knows the contents thereof and that the statements contained therein are true. Subscribed and sworn to before me on the 27th day of September, 2005.



Louise H. Chapman
LOUISE H. CHAPMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires January 23, 2009
Notary Public

Commission Expires:

(Seal)

ATTACHMENT B



Electricity

Standard Service Agreement – New Hampshire

Agreement to Sell and Purchase Energy: This is an agreement between Gulf Oil Limited Partnership (“Gulf Electricity”) and the customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Gulf Electricity (together with the Customer’s application data, the “Agreement”). Subject to the terms and conditions of this Agreement, Gulf Electricity agrees to sell and cause to be delivered, and the Customer agrees to purchase and accept the quantity of electricity delivered as measured or estimated by the Local Distribution Utility (“LDU”).

SERVICE: Gulf Electricity will supply the electricity for the Customer's home or business at the account(s) provided by Customer. Gulf Electricity is an energy services company and is not affiliated with the Customer's LDU. The Customer's LDU will continue to deliver electricity to the Customer's home or business, read the Customer’s meter, bill the Customer, and make any required repairs. The LDU will also respond to emergencies and will remain the Customer's point of contact in the case of a power outage.

TERM: Service under this agreement shall commence as of the date of Customer's enrollment with Gulf Electricity is deemed effective by the Customer's LDU, and shall continue until the Customer chooses to switch to another services provider and its LDU changes the service.

Gulf Electricity may terminate this agreement upon thirty days written notice to Customer. Your service will be switched upon the next following meter read date (or as soon as practical thereafter) by your local utility to its applicable standard tariff, or if you inform your local utility, to another Competitive Supplier of your choosing.

RATE: Your Welcome Letter will specify the rate you have elected to enter into for your supply from Gulf Electricity (as respectively stated in the Welcome Letter, the “Billing Rate” and the “Contract Type”).

If your Contract Type is Variable Rate, you have elected to receive supply hereunder at Gulf’s variable rate pricing, which may fluctuate in response to available wholesale pricing, transportation and delivery costs, profit, and other market factors. Electricity prices may be subject to substantial volatility based on economic conditions, fuel prices, seasonal electricity demands, generator outages, weather and other factors which create volatility risk. Past results regarding particular electricity products are not necessarily an indication of future results or performance.

You have been informed that Gulf Electricity offers variable rate pricing and your LDU offers standard offer generation service, each with no minimum term. If your contract type is Fixed Rate, you have elected to enter into a Fixed Rate until the meter read specified in the Welcome Letter (if

applicable, the “Fixed Term”) in order to be assured of the Fixed Rate. Your rate for the Fixed Term shall be the Fixed Rate. This agreement offers no guaranty or assurance of savings.

If your contract type is Fixed Rate, at the conclusion of the Fixed Term, unless you renew for an additional fixed term at the then-available fixed rate, your service will revert to Gulf Electricity’s variable rate pricing and your Contract Type will revert to Variable Rate.

Gulf Electricity’s Rate does not include other costs, including but not limited to, the price of transmission and distribution, the system benefits charge, stranded cost recovery charge, and taxes, which will continue to be billed by the LDU.

BILLING: The Customer will still receive one monthly bill from its LDU for the Supply Service provided by Gulf Electricity. and the Distribution Service provided by its LDU. The Customer will continue to pay its LDU.

EMERGENCY: In the event of an emergency such as a power outage, the Customer should call its LDU: **Public Service of New Hampshire (PSNH) at 800-662-7764.**

ASSIGNMENT: Gulf Electricity reserves the right to assign the Supply Service and this Agreement at the discretion of Gulf Electricity at any time without notice.

CUSTOMER INFORMATION: The Customer agrees to allow its LDU to release certain information to Gulf Electricity that will be needed to provide electric supply to the Customer. This may include Customer usage, payment history and credit information. Gulf Electricity may also request such information from a third party reporting source.

Gulf Electricity agrees not to release confidential customer information (as defined by applicable state and federal law) without written authorization from Customer.

TERMINATION: The Customer shall be obligated to pay for the electricity provided by Gulf Electricity according to this Agreement prior to the effective date of any termination. The Customer may terminate this Agreement by written notification to Gulf Electricity at least thirty (30) days prior to the intended termination date. The termination will not become effective until the Customer’s Local Utility successfully switches the Customer to the new service provider of the Customer’s choice. Until that occurs, the Customer’s obligations under this Agreement remain in full force and effect.

If your Contract Type is Fixed Rate, any early termination of service before the end of the Fixed Term will result in a termination charge. For residential customers (as determined by the LDU’s coding), early termination shall result in a termination charge of \$75. For commercial customers, early termination shall result in a termination charge equal to the Fixed Rate times the highest monthly usage over the previous twelve (12) months. The foregoing termination charge, as applicable, is agreed to be an estimate of liquidated damages suffered by Gulf Electricity and is not a penalty.

RESCISSION: You, the Customer, may cancel this transaction at any time prior to midnight of the fifth business day after the date of this transaction. To rescind this Agreement, please call 1-855-485-3353 or email us at support@gulfelectricity.com.

Force Majeure: Gulf Electricity will make commercially reasonable efforts to provide electricity hereunder but Gulf Electricity does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Gulf Electricity (each, a "Force Majeure Event") may result in interruptions in service. Gulf Electricity will not be liable for any such interruptions caused by a Force Majeure Event, and Gulf Electricity is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, widespread material shortages, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Gulf Electricity's control.

Liability: The remedy in any claim or suit by Customer against Gulf Electricity will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy at law or in equity. In no event will either Gulf Electricity or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

Contact Information: Customer may contact Gulf Electricity's Customer Service Center at 1-855- 485-3353 . Customer may write to Gulf Electricity at: Gulf Electricity Limited Partnership, Retail Energy, 100 Crossing Boulevard, Framingham, MA 01702. Customer may email Gulf Electricity's Customer Service Center at support@gulfelectricity.com.

Social Service: Social service agencies and programs may be available to low income customers for bill payment assistance. More information can be found at <http://www.liheap.ncat.org/profiles/NH.htm#charitable> or by calling National Energy Assistance Referral (NEAR) Project 1-866-674-6327 toll-free.

Dispute Resolution: In the event of a residential billing dispute or a disagreement involving Gulf Electricity's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Gulf Electricity by telephone or in writing as provided above. If you are not satisfied after discussing your concerns with us, you may contact the New Hampshire Public Utilities Commission 1-800-528-2070 (toll free), or by sending a letter to: 21 South Fruit Street, Suite 10, Salem, NH.

Do Not Call: Customer may sign up for the The Federal Trade Commission's National Do Not Call Registry either by telephone at 1-888-382-1222 or via the Internet at <http://www.donotcall.gov/>.

ATTACHMENT C

December 31, 2012

Via eTariff Filing

The Honorable Kimberly D. Bose, Secretary
Federal Energy Regulatory Commission
888 First Street, NE
Washington, DC 20426

Re: New England Power Pool - FERC Docket No. ER13- _____ -000
NEPOOL Member Applications and Terminations of NEPOOL Membership

Dear Secretary Bose:

The New England Power Pool (“NEPOOL”) Participants Committee¹ hereby submits this transmittal letter electronically along with counterpart signature pages of the New England Power Pool Agreement, dated as of September 1, 1971, as amended (“Second Restated NEPOOL Agreement”) executed by the following Entities:

- Ethical Energy Benefit Co. (“Ethical Energy”);
- Freedom Ring Communications, LLC d/b/a BayRing Communications (“BayRing”); and
- HIKO Energy, LLC (“HIKO”)

Also included are materials supporting the termination of the membership of the following Participants:

- RLtec, Inc. (“RLtec”); and
- Select Energy Inc. (“Select”).

These materials are submitted in order (i) to expand NEPOOL membership to include Ethical Energy, BayRing and HIKO (together, the “Applicants”), and (ii) to terminate the Participant status of RLtec and Select (together, the “Terminating Participants”).

I. MEMBER APPLICATIONS: ETHICAL ENERGY, BAYRING, HIKO

Ethical Energy has indicated that it will participate in NEPOOL as a load aggregator (an entity that purchases at wholesale electric energy and capacity for resale to retail customers and resells such energy and capacity to retail customers in New England) and a load serving entity. Ethical Energy has elected to be a member of the Supplier Sector.

¹ Capitalized terms used but not defined in this filing are intended to have the same meaning given to such terms in the Second Restated New England Power Pool Agreement (the “Second Restated NEPOOL Agreement”), the Participants Agreement, or the ISO New England Inc. (“ISO-NE”) Transmission, Markets and Services Tariff (“ISO-NE Tariff”).

The Honorable Kimberly D. Bose, Secretary
December 31, 2012
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BayRing, a telecom services provider in New England for over 15 years, has indicated that it will participate in NEPOOL as a Small End User. Bay Ring will also participate directly in the New England Markets as a Market Participant End User.

HIKO has indicated that will participate in NEPOOL as a power marketer (an entity that purchases as a principal or as a principal and a broker at wholesale electric energy and capacity for resale to wholesale customers and resells such energy and capacity to wholesale customers in New England). NEPOOL notes that HIKO filed materials for engaging in power marketing activities under market-based rates and those materials were accepted November 8, 2011 by letter order in Docket No. ER11-4533. HIKO has elected to be a member of the Supplier Sector.

II. TERMINATION OF MEMBERSHIPS: RLtec, Select

Pursuant to Section 16.1(a) of the Second Restated NEPOOL Agreement, “[a]ny Participant shall have the right to terminate its status as a Participant upon no less than sixty (60) days’ prior written notice given to the Secretary of the Participants Committee.” RLtec and Select have provided such notice, requesting waiver of the sixty days’ notice requirement. (See Attachments 8-9). RLtec and Select have each requested that termination of its status as a Participant be made effective as of January 1, 2013. If the terminations of the RLtec and Select memberships are accepted for filing by the Commission, each will be excused from their obligations to pay Pool charges and relieved of their other Pool obligations and responsibilities incurred, from and after January 1, 2013.

III. CHANGE IN PARTICIPANT NAME

The list of NEPOOL Participants included as Attachment 1 has also been modified to reflect the change in name for the following Participant:

<u>New Participant Name</u>	<u>Former Participant Name</u>
Viridian Energy, LLC	Viridian Energy, Inc.

IV. REQUESTED EFFECTIVE DATE

Applicants have each requested expedited consideration of their membership applications. Expedited consideration of the termination of the Participant status of RLtec and Select is also requested. Accordingly, the NEPOOL Participants Committee requests that the Commission waive any applicable notice requirements to permit the following effective date:

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- **January 1, 2013** for the NEPOOL memberships of Ethical Energy, BayRing, and HIKO; and the termination of the NEPOOL Participant status of RLtec and Select.²

The NEPOOL Participants Committee further requests that the eTariff record effective date be set as of January 1, 2013.³

V. ADDITIONAL SUPPORTING INFORMATION

The NEPOOL Participants Committee has the authority, pursuant to Section 3.1 of the Second Restated NEPOOL Agreement and Sections 8.1.3(f) and (g) of the Participants Agreement, to act on an Entity's application to become a Participant in NEPOOL. By delegation of authority, the Participants Committee has authorized the Membership Subcommittee to approve applications and terminations which will be subject to the standard conditions, waivers and reminders established by the Participants Committee. The Membership Subcommittee has reviewed the materials submitted by Applicants and Terminating Participants and has approved Applicants for membership, and the termination of the Participant status of Terminating Participants, in NEPOOL. Accordingly, the following materials are submitted herewith for filing:

- The list of NEPOOL Participants from the Second Restated NEPOOL Agreement, which has been marked to show the addition of Applicants to, the removal of Terminating Participants from, and the Viridian name change in, the list of NEPOOL Participants (Attachment 1);
- The counterpart signature page to the NEPOOL Agreement executed by Ethical Energy (Attachment 2);

² To the extent the Commission determines that certain filing requirements have not been met fully, the NEPOOL Participants Committee respectfully requests waiver of such requirements in order for the Participant status of Applicants, and the termination of the Participant status of Terminating Participants to be accepted as of January 1, 2013. No party will be adversely affected by the waivers requested in these circumstances.

³ The Commission has relieved NEPOOL of the requirement to file changes to the NEPOOL Agreement in tariff format. *ISO New England, Inc. and New England Power Pool*, 95 FERC ¶ 61,384 at 62,441-42 (2001). Accordingly, the NEPOOL Agreement has not been filed formally as an eTariff pursuant to Order No. 714. However, proposed changes to the NEPOOL Agreement are still required to be filed with the Commission with enough information provided to permit the Commission to view the proposed changes in the context of the composite Agreement, *Id.* at 62,442. As a matter of administrative efficiency and convenience, these materials, including Attachment 1 included herewith marked to show the addition of Applicants to, the removal of Terminating Participants from, and the Viridian name change in, the list of NEPOOL Participants, was submitted using the Commission's eTariff system. A composite list of NEPOOL Participants is posted on the ISO's website at: http://www.iso-ne.com/committees/nepool_part/List_of_NEPOOL_Participants.pdf. A composite copy of the Second Restated NEPOOL Agreement is posted at: http://www.iso-ne.com/regulatory/restatd_nepool_agree/second_restated_NEPOOL_agreement.pdf.

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- A letter from NEPOOL to Ethical Energy dated December 19, 2012 confirming the approval of Ethical Energy's application for membership, and Ethical Energy's acceptance of the conditions and waivers by countersignature dated December 19, 2012 (Attachment 3);
- The counterpart signature page to the NEPOOL Agreement executed by BayRing (Attachment 4);
- A letter from NEPOOL to BayRing dated November 22, 2012 confirming the approval of BayRing's application for membership, and BayRing's acceptance of the conditions and waivers by countersignature dated November 26, 2012 (Attachment 5);
- The counterpart signature page to the NEPOOL Agreement executed by HIKO (Attachment 6);
- A letter from NEPOOL to HIKO dated June 22, 2012 confirming the approval of HIKO's application for membership, and HIKO's acceptance of the conditions and waivers by countersignature dated June 22, 2012 (Attachment 7);
- A letter from RLtec requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 8);
- A letter from Select requesting termination of its NEPOOL membership and status as a New England Market Participant (Attachment 9); and
- A list of governors and utility regulatory agencies in Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island and Vermont to which a copy of this filing has been sent (Attachment 10).

The materials filed herewith do not change the NEPOOL Agreement as previously filed with the Commission, other than to make Applicants additional Participants, and to terminate the Participant status of Terminating Participants, in NEPOOL. Therefore, no comparisons of the transactions and revenues or cost data are submitted. No estimates of future transactions and revenues relating to participation by Applicants in NEPOOL are submitted because they cannot be made with any reasonable accuracy. Existing facilities are sufficient for service to Applicants. Accordingly, no additional facilities are to be installed or modified by the Participants in order for Applicants to become Participants in NEPOOL pursuant to the Second Restated NEPOOL Agreement.

An electronic copy of this filing has been furnished to all the members and alternates of the Participants Committee, which represent all of the electric utilities rendering or receiving service under the ISO-NE Tariff,⁴ as well as each of the independent power producers, power marketers,

⁴ The Commission approved the settlement agreement pursuant to which the regional transmission organization for New England (the "RTO") was established. *ISO New England Inc. et al.*, 109 FERC ¶ 61,147 (2004). Activation of the RTO was noticed in accordance with the settlement agreement and became effective

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power brokers, load aggregators, customer-owned utility systems, merchant transmission providers, developers, and end users that are currently Participants in the Pool. This transmittal letter and the accompanying materials have also been sent to the governors and electric utility regulatory agencies for the six New England states which comprise the New England Control Area, to the New England Conference of Public Utilities Commissioners, Inc., and to the Executive Director of the New England States Committee on Electricity.

Correspondence and communications regarding this filing should be addressed as follows:

Audra Perry
New England Membership Application
Coordinator
ISO New England Inc.
One Sullivan Road
Holyoke, MA 01040-2841
Tel: 413-535-4169
Fax: 413-540-4680
E-mail: aperry@iso-ne.com

Patrick M. Gerity, Esq.
Counsel, NEPOOL Participants Committee
Day Pitney LLP
242 Trumbull Street
Hartford, CT 06103-3499
Tel: 860-275-0533
Fax: 860-881-2505
E-mail: pmgerity@daypitney.com

Respectfully submitted,

NEPOOL PARTICIPANTS
COMMITTEE

By: 
Patrick M. Gerity
Its Counsel

Attachments

cc: Applicants
Terminating Participants
NEPOOL Participants Committee Members and Alternates
Governors, Utility Regulatory Agencies, and others identified on Attachment 10

on Feb. 1, 2005. *See also* Order Authorizing RTO Operations, *ISO New England Inc. et al.*, 110 FERC ¶ 61,111 (2005).

Participant Name	Effective Date of Membership if after 6/30/2000
Fairchild Energy, LLC	12/1/2005
Fairpoint Energy, LLC	3/1/2012
First Point Power, LLC	1/1/2010
First Wind Energy Marketing, LLC	11/1/2009
FirstLight Hydro Generating Company	
FirstLight Power Resources Management, LLC	10/1/2006
Fitchburg Gas and Electric Light Company	
Food City, Inc.	3/1/2008
Footprint Power LLC	1/1/2012
FPL Energy Maine Hydro, LLC	
FPL Energy Mason, LLC	
FPL Energy Wyman, LLC	
FPL Energy Wyman IV, LLC	
Freedom Logistics, LLC	4/1/2011
<u>Freedom Ring Communications, LLC d/b/a BayRing Communications</u>	<u>1/1/2013</u>
Freepoint Commodities, LLC	6/1/2012
Gallop Power Greenville, LLC	4/1/2010
Galt Power Inc.	8/1/2010
Garland Manufacturing Company	3/1/2008
Garland Power Company	3/1/2008
Gas Recovery Systems, LLC	6/1/2005
GenConn Energy LLC	7/1/2008
GenOn Canal, LLC	
GenOn Energy Management, LLC	6/1/2005
GenOn Kendall, LLC	
Georgetown Municipal Light Department	
Glacial Energy of New England, Inc.	11/1/2006
Granite Reliable Power, LLC	4/1/2010
Granite Ridge Energy, LLC	12/1/2001
Granite State Electric Company	
Great Bay Energy IV LLC	9/1/2012
Great Bay Power Marketing, Inc.	12/1/2002
Green Berkshires, Inc.	4/1/2008
Green Mountain Energy Company	6/1/2011
Green Mountain Power	
Groton Electric Light Department	
Groveland Electric Light Department	1/1/2009
Gulf Oil Limited Partnership	11/1/2010

ATTACHMENT D



**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 01/11/13

Gulf Oil Limited Partnership
100 Crossing Blvd.
Framingham MA 01702

Dear Peter Duprey,

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


PSNH and Gulf Oil Limited Partnership have successfully completed EDI Connectivity and Certification Testing. I have enclosed a Certificate of Completion for your files.

As soon as Gulf Oil Limited Partnership 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



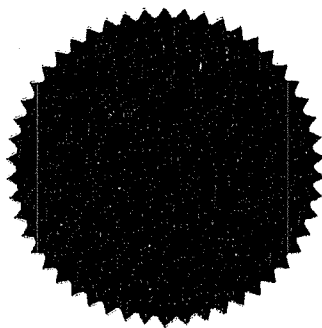
**Public Service of New Hampshire
Certificate of Completion**

is hereby granted to:

Gulf Oil Limited Partnership

to certify that they have completed to satisfaction

EDI Connectivity and Certification Testing



Granted: 01/11/13

Aaron Downing

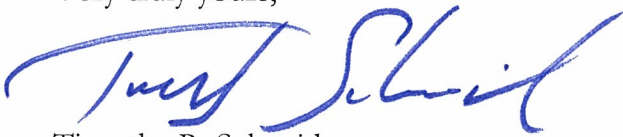
*Aaron Downing
PSNH Supplier Services*

- 5) Attachment D – a letter from Public Service of New Hampshire (PSNH) stating that Gulf Oil has successfully completed EDI testing;¹ and
- 6) A \$500 check for the registration fee, payable to the State of New Hampshire.

In accordance with PUC 203.03, an electronic copy of this application has also been emailed to you. Proof of financial security, as required by PUC 203.03, will be provided under separate cover prior to licensing.

Thank you for your attention to this matter. Please contact me directly if you have any questions regarding this application.

Very truly yours,



Timothy R. Schneider

TRS/rrp
Enclosure

¹ Though Gulf Oil seeks approval as a competitive electric power supplier in the service territories of PSNH, Granite State Electric, New Hampshire Electric Cooperative, and Unitil Energy Systems, at this time it has only completed EDI testing with PSNH. Gulf Oil understands that final approval to offer retail service to customers of these other utilities is contingent on completing EDI testing with each.