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May 6, 2013

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; DM-13-075

Dear Ms. Howland:

Enclosed please find revised versions of Gulf Oil Limited Partnership's (Gulf Oil) application for registration as a competitive electric power supplier and standard service agreement, as well as a sample welcome letter for new customers. These additional and updated documents are provided based on feedback Gulf Oil received in a meeting with Commission staff on last week.

Please contact me if you have any questions regarding these materials.

Very truly yours,

Timothy R. Schneider

TRS/rrp
Enclosures

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
rsabia@gulfoil.com

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

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

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

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

508-270-8329
LScott@cumberlandgulf.com

(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
pduprey@gulfoil.com

(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
603-224-2341
cls-reps-newhampshire@wolterskluwer.com

(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 imminently finalize 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

Exhibit A
Certificate of Registration of Foreign Limited Partnership

See attached.

Exhibit B
Forms of Contract

See attached.



DATE

CUSTOMER NAME
MAILING ADDRESS LINE 1
MAILING ADDRESS LINE 2
MAILING ADDRESS LINE 3

Dear **CUSTOMER NAME**,

Welcome to Gulf Electricity! We are pleased you chose Gulf to supply electricity to your home or business. You can count on Gulf to provide competitive rates and excellent customer service.

The details of your electric service from Gulf Electricity are listed below:

Electric Utility Service Area:	UTILITY NAME
Service Address:	SERVICE ADDRESS LINE 1
	SERVICE ADDRESS LINE 2
	SERVICE ADDRESS LINE 3
Gulf Electricity Account Number:	#####
Utility Account Number:	#####
Billing Rate:	\$.### cents per kWh
Fixed Term:	FIXED TERM END
Contract Type:	Fixed Rate

Note that your Billing Rate is fixed and will continue until your **FIXED TERM END** meter read date. For further details, please refer to the enclosed copy of our Service Agreement.

If you have any questions regarding Gulf Electricity, please call customer service at 1.855.485.3353 Monday through Friday 9AM - 5PM EST.

We look forward to serving you!

Gulf Oil Limited Partnership



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 prior written notice to Customer. Customer’s service will be switched upon the next following meter read date (or as soon as practical thereafter) by its LDU to its applicable standard tariff, or if Customer directs its LDU to do so, to another Competitive Supplier of its choosing.

RATE: Customer’s Welcome Letter will specify the rate (the “Billing Rate”) and the Fixed Term (defined below) it has have elected to enter into for supply from Gulf Electricity.

Customer has been informed that its LDU offers standard offer generation service, with no minimum term. Customer has elected to enter into a Fixed Rate until the meter read specified in the Welcome Letter (the “Fixed Term”) in order to be assured of the Fixed Rate. Customer’s rate for the Fixed Term shall be the Fixed Rate. This agreement offers no guaranty or assurance of savings.

Thirty days prior to the conclusion of the Fixed Term, Customer will be provided with written notice of the renewal Fixed Term and Fixed Rate then available from Gulf Electricity. If Customer does not notify Gulf Electricity prior to the renewal date of its desire to cancel, Customer will be enrolled for that rate and term upon expiration of its then-effective Fixed Rate and Fixed Term. If Customer contacts Gulf Electricity to cancel, its enrollment with Gulf Electricity will be dropped at the expiration of the Fixed Term and Customer will be switched to standard offer service within its LDU’s service area.

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. Bill due dates, late payment charges, and other consequences of failure to pay will be as established by Customer's 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 with prior written notice of such pending assignment.

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 prior 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 LDU 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.

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: 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 online at <http://www.liheap.ncat.org/profiles/NH.htm#charitable> or at <http://www.puc.nh.gov/Consumer/electricassistanceprogram.htm> or at 211nh.org, by phone by calling 211 in New Hampshire or the National Energy Assistance Referral (NEAR) Project 1-866-674-6327 toll-free, or by contacting the LDU.

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 Customer is not satisfied after discussing its concerns with Gulf Electricity, Customer 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 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/>.