

August 15, 2016

**Via U.S. Mail and Electronic Mail**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
P.O. Box 3265  
Harrisburg, Pennsylvania 17105-3265

**Re: *Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement v. Fair View Energy, Inc., Docket No. C-2016-2547502***

**ANSWER OF JOHN HOLMES TO MOTION TO STRIKE EX PARTE  
COMMUNICATION OF NON-PARTY**

Dear Secretary Chiavetta:

I am in receipt of Respondent Fair View Energy, Inc.'s Motion to Strike Ex Parte Communication of Non-Party, and its Notice to Plead, both filed in Docket C-2016-2547502 on July 28, 2016. Because Fair View's Notice to Plead "notified [me] to file a written response to the Motion to Strike ... within twenty (20) days from the date of this notice," please consider this my response to the Motion:

As an initial matter, my July 16, 2016 email to you ("Email") was not intended to be a "pleading" as Fair View claims. Instead, I sent the Email in good faith to assist in the just resolution of I&E's pending formal complaint against Fair View Energy. My Email contained what I believe to be information directly relevant and essential to the resolution of I&E's complaint, and more specifically, to Fair View Energy's apparent claim that it was not aware that it was required to obtain an EGS license prior to engaging in the brokering of electric generation services within Pennsylvania.

In its Motion, Fair View takes issue with my claim that Fair View knew of the Commission's EGS licensing requirements. But two of Fair View's principles, Jay Snyder and Mike McCormick, are former employees of my company Frontline Power Solutions.<sup>1</sup> As a result, I have information regarding their knowledge of licensing requirements that is uniquely within Frontline Power Solution's possession. That information includes not only the information in my Email, but also the following, all of which I enclose with this response:

1. 4/24/2013 email from Mr. McCormick to a representative of Tri-State Energy Group. In the email, Mr. McCormick notes that Frontline Power Solutions is awaiting approval of its application for a Pennsylvania EGS license, evidencing

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<sup>1</sup> Frontline holds an EGS license issued by the Commission. See Docket No. A-2013-2360865.

his knowledge of the Commission's EGS licensing requirement.

2. 8/9/2013 email exchange between Mr. McCormick and me. In it, I forward to Mr. McCormick an email from Sandra Erickson at License Logix, who handled Frontline Power Solutions' Pennsylvania EGS license application, in which Ms. Erickson attaches a draft order approving our EGS license at a Commission hearing to be held on 8/15/2013. In response, Mr. McCormick notes "Looking good for the 15th!" evidencing his knowledge of the Commission's EGS licensing requirement.
3. 8/19/2013 email exchange between Mr. McCormick and Mr. Snyder, in which Mr. McCormick forwarded Mr. Snyder a copy of Frontline Power Solutions' Pennsylvania EGS license and stated, "finally," evidencing their knowledge of the Commission's EGS licensing requirement.
4. 9/26/2014 email from Mr. Snyder to me and others at Frontline Power Solutions. In that email, titled "PA Electric License," Mr. Snyder (who at that time was employed by Frontline) states

"Hello to all. Can you please forward me our license for electricity in PA. I have a broker who is stating they cant (sic) find us to be licensed. And they are causing grief for me on a recent sale. Thank you."

This email evidences Mr. Snyder's knowledge of the Commission's EGS license requirement.

5. 9/11/2015 email exchange between Mr. McCormick and Dan Comfort. Mr. Comfort worked for Fair View Energy at the time of this exchange. In it, Mr. McCormick admits that Fair View Energy had entered into a brokerage agreement in Pennsylvania (with "the East Wilkes Barre congregation") "[w]hile we are waiting for licenses[,] further evidencing his knowledge of the Commission's EGS license requirement, as well as his knowledge that Fair View Energy was engaged in brokerage services in Pennsylvania prior to obtaining the required EGS license.
6. Two 7/29/2016 Electricity Sales Agreements between Mike McCormick as "Broker" and two Pennsylvania customers. These Agreements - which Mr. McCormick brokered after I&E filed its complaint against Fair View Energy - evidence Mr. McCormick providing unlicensed EGS services in Pennsylvania despite knowing of the Commission's EGS license requirement.

The information in these documents, like the information I provided in my Email, is not scandalous or impertinent; instead, it is factual and directly relevant to Fair View Energy's apparent defense to I&E's complaint.

In its Motion, Fair View also complains that I disclosed information regarding "private litigation [between Frontline and Fair View] that is under seal[.]" This is false. Setting aside the question of what exactly Fair View Energy means by "private litigation," the lawsuit between Frontline Power Solutions and Fair View Energy to which Fair View Energy refers was publicly filed in the United States District Court in Rhode Island, and the filings in that case remain available to the public. That court file was never sealed, and Fair View Energy never requested that it be sealed.

I also take issue with Fair View Energy's claim that my Email was an improper *ex parte* communication. I sent that Email to an employee of the Commission (*i.e.*, to you) regarding evidence to be presented at the forthcoming hearing, and I believe that it was appropriate under Section 334(c) of Chapter 66 of the Pennsylvania Civil Code.

Finally, I take issue with Fair View Energy's claim that Frontline Power Solutions and I have no interest in the resolution of I&E's complaint. Frontline Power Solutions, as a licensed broker of electric services in Pennsylvania, has a strong interest in ensuring that other brokers abide by Pennsylvania law and by the Commission's rules and regulations, both to ensure an even playing field for all brokers within the Commonwealth, and most importantly, to protect existing and potential EGS brokerage customers from improper and/or illegal practices.

According to the Commission's web site, the Commission's mission includes "ensur[ing] safe and reliable utility service at reasonable rates" and "protect[ing] the public interest[.]" The information I have provided to the Commission helps to further those important goals, and I strongly believe that the Commission, I&E, and the public are entitled to know all relevant facts that bear directly on the issues in this proceeding. As a result, I respectfully request that Fair View Energy's Motion be denied.

Please contact me should you require any additional information.

Respectfully submitted,

John Holmes

**Re: *Pennsylvania Public Utility Commission, Bureau of Investigation and Enforcement v. Fair View Energy, Inc., Docket No. C-2016-2547502***

**CERTIFICATE OF SERVICE**

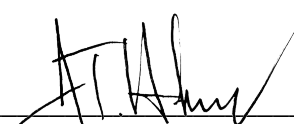
I hereby certify that I have this day served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of 52 Pa. Code Section 1.54 (relating to service by a party).

Service by Electronic Mail  
Karen O. Moury, Esq.  
Kathleen Ryan, Esq.  
Buchanan, Ingersoll and Rooney, P.C.  
409 North Second Street  
Suite 500  
Harrisburg, PA 17101-1357  
[karen.moury@bipc.com](mailto:karen.moury@bipc.com)  
[kathleen.ryan@bipc.com](mailto:kathleen.ryan@bipc.com)

Counsel for Fair View Energy, Inc.

Michael L. Swindler  
Stephanie Wimer  
Kourtney Myers  
Pennsylvania Public Utilities Commission  
Bureau of Investigation & Enforcement  
PO Box 3265  
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[stwimer@pa.gov](mailto:stwimer@pa.gov)  
[komyers@pa.gov](mailto:komyers@pa.gov)

Dated this 15 day of August, 2016

  
\_\_\_\_\_  
John T. Holmes  
Frontline Power Solutions, LLC

# EXHIBIT

**1**

----- Forwarded message -----

From: **Mike McCormick** <[mmccormick@frontlinepowersolutions.com](mailto:mmccormick@frontlinepowersolutions.com)>

Date: Wed, Apr 24, 2013 at 10:18 AM

Subject: Fwd: FW: Direct Energy PA, MD Matrix 4.23.2013

To: [pshafer@tristateenergygroup.com](mailto:pshafer@tristateenergygroup.com)

today's matrix from direct. still working on getting the contracts for execution and the refreshed mushroom pricing for us.

sorry for delay man. It's tough since our license is not in yet and we have to wait on others to get stuff done. I'm pushing hard though!

Mike

Confidentiality Notice: This email and any attachments may contain information that is privileged and confidential. It is intended for use only by the person to whom it is addressed. If you are not the intended recipient, please delete the message and notify the sender. Thank you.



[fpsenergy.com](http://fpsenergy.com)

# EXHIBIT

**2**

----- Forwarded message -----

From: **Mike McCormick** <[mmccormick@frontlinepowersolutions.com](mailto:mmccormick@frontlinepowersolutions.com)>  
Date: Fri, Aug 9, 2013 at 6:48 PM  
Subject: Fwd: Documentation for MD and PA  
To: Jay Snyder <[jsnyder@frontlinepowersolutions.com](mailto:jsnyder@frontlinepowersolutions.com)>

Looking good for the 15th!

Mike McCormick  
[412.999.3826](tel:412.999.3826)

Begin forwarded message:

**From:** John Holmes <[johnholmes@frontlinepowersolutions.com](mailto:johnholmes@frontlinepowersolutions.com)>  
**Date:** August 9, 2013, 5:58:02 PM EDT  
**To:** Mike McCormick <[mmccormick@frontlinepowersolutions.com](mailto:mmccormick@frontlinepowersolutions.com)>  
**Subject:** Fwd: Documentation for MD and PA

FYI

John T. Holmes  
*CEO*  
*Frontline Power Solutions*  
*c.401-474-4776*  
*f.401-223-6937*

----- Forwarded message -----

From: **Sandra Erickson** <[serickson@licenselogix.com](mailto:serickson@licenselogix.com)>  
Date: Fri, Aug 9, 2013 at 4:37 PM  
Subject: Documentation for MD and PA  
To: "[johnholmes@frontlinepowersolutions.com](mailto:johnholmes@frontlinepowersolutions.com)" <[johnholmes@frontlinepowersolutions.com](mailto:johnholmes@frontlinepowersolutions.com)>

John,

Attached please find the DRAFT Agenda for the MD Administrative Meeting on 8-28-13 with Front Line being item #10.

Also attached is the DRAFT Order from Pennsylvania for Approval at the Public Meeting to be held August 15, 2013, Docket # A-2013-2360865. The Order will not be signed until Tuesday.



Best,

Sandra

• • •

**Sandra Erickson** | Research Analyst

[serickson@licenselogix.com](mailto:serickson@licenselogix.com) | [www.licenselogix.com](http://www.licenselogix.com)

150 Grand St. 4<sup>th</sup> Floor | White Plains, NY 10601

**Phone:** [1.800.292.0909 ext. 307](tel:18002920909) | **Fax:** [212.672.1105](tel:2126721105)

Confidentiality Notice: This email and any attachments may contain information that is privileged and confidential. It is intended for use only by the person to whom it is addressed. If you are not the intended recipient, please delete the message and notify the sender. Thank you.



[fpsenergy.com](http://fpsenergy.com)

**DRAFT AGENDA**  
**Administrative Meeting - August 28, 2013**

Sixteenth Floor Hearing Room  
William Donald Schaefer Tower  
6 St. Paul Street  
Baltimore, Maryland 21202-6806  
(410) 767-8000

**Disclaimer:** The items reflected below are tentatively scheduled to appear on the Commission's Administrative Meeting on the date indicated above. The Commission's Agenda does not become final until Thursday at the close of business. Therefore, these items may be rescheduled to a future date.

**Matters for Commission Consideration**

**Consent Agenda:\***

1. Mountain Communications, LLC d/b/a Procom filed, on May 27, 2013, revised tariff pages. The Company proposes to bring its intrastate terminating access rates into parity with its interstate terminating access rates and adjust its originating access rates in response to the FCC's Second Order on Reconsideration in WC Docket Nos. 10-90 etc. Effective: July 1, 2013.(ML# 147583) Additional information was filed on June 20, 2013. (ML# 148082)
2. Peerless Network of Maryland, LLC filed, on June 28, 2013, revised tariff pages. The Company proposes to mirror the rates for intrastate access services in the State of Maryland in compliance with the FCC's Report and Order and further notice of proposed rulemaking released November 18, 2011. Effective: July 1, 2013.(ML# 148226)
3. Granite Telecommunications, LLC filed, on July 31, 2013, revised MD Tariff No. 1. The Company proposes to amend rates for several existing service offerings and add new service offerings for the Verizon East service area. Effective: September 1, 2013.(ML# 148819)
4. Northrup Grumman Corporation filed, on July 22, 2013, a request for approval to construct a Type I generator in Annapolis Junction, Maryland pursuant to Public Utilities Article, §7-207.1(a), Annotated Code of Maryland.(ML# 148635)

**\*Note: Items on the Consent Agenda are intended to be noncontroversial. Consent agenda items have been reviewed by staff, they have no concerns and no formal written comments are produced. However, a Commissioner or an interested person may request the opportunity to discuss a Consent Agenda item. Any such discussion shall take place at the beginning of the Administrative Agenda.**

**Administrative Agenda:**

5. Demcore Transportaion, LLC filed, on June 24, 2013, a request to cease operations as Downtown Taxi! and request the permits pertaining to these 8 licenses be revoked.(ML# 148125) Additional information was filed on July 29, 2013. (ML# 148749)
6. Primus Telecommunications, Inc. filed, on June 6, 2013, Joint Application with PTUS, Inc. for Approval of Transfer of Control.(ML# 147857)
7. Dominion Virginia Power filed, on May 22, 2013, an Application for Certification as a Renewable Energy Facility for the Maryland Renewable Energy Portfolio Standard Program for the Virginia City Hybrid Energy Project Facility.(ML# 147473)
8. Appomattox River Associates, LP filed, on July 8, 2013, an Application for Certification as a Renewable Energy Facility for the Maryland Renewable Energy Portfolio Standard Program for the Brasfield Hydroelectric Project Facility.(ML# 148341) Additional information was filed on August 5, 2013. (ML# 148890)
9. Banister Hydro, Inc. filed, on July 9, 2013, an Application for Certification as a Renewable Energy Facility for the Maryland Renewable Energy Portfolio Standard Program for the Halifax Hydroelectric Project Facility.(ML# 148369) Additional information was filed on July 31, 2013. (ML# 148788)
10. Front Line Power Solutions, LLC filed, on May 1, 2013, an Application for a License to Supply Electricity or

Administrative Meeting Agenda

Electric Generation Services in Maryland.(ML# 147075) Additional information was filed on June 28, 2013 and July 22, 2013. (ML# 148240 and ML# 148640)

11. ENBALA Power Networks (USA), Inc. filed, on May 28, 2013, an Application for License to Operate as a Curtailment Service Provider in the State of Maryland.(ML# 147636) Additional information was filed on June 26, 2013. (ML# 148179)
12. TriEagle Energy, L.P. filed, on June 10, 2013, an Application for a License to Supply Electricity or Electric Generation Services in Maryland.(ML# 147910)
13. The Potomac Edison Company filed, on June 18, 2013, revised MD PSC Tariff No. 53. The company proposes to update the electric supply rates for Type II SOS in compliance with Order No. 81019 and 81109. Case Nos. 9056, 9064 and 8908. Effective: September 1, 2013.(ML# 148057)
14. Holcim (US) Inc. filed, on July 15, 2013, an Application for a License to Supply Electricity or Electric Generation Services in Maryland. (Financials - CONFIDENTIAL).(ML# 148500)
15. Emissions Consult, LLC filed, on July 17, 2013, an Application for a License to Supply Electricity or Electric Generation Services in Maryland.(ML# 148555) Additional information was filed on August 8, 2013. (ML# 148962)
16. Rosenthal Energy Advisors, Inc. filed, on July 17, 2013, an Application for a License to Supply Electricity or Electric Generation Services in Maryland.(ML# 148578)
17. EnerCom, Inc. filed, on July 19, 2013, an Application for a License to Supply Electricity or Electric Generation Services in Maryland.(ML# 148619)
18. Southern Maryland Electric Cooperative, Inc. filed, on July 24, 2013, revised tariff pages. The Company proposes to make updates regarding solar facilities and Schedule SF. Effective: September 1, 2013.(ML# 148676)
19. Choose Energy, Inc. filed, on November 26, 2012, an Application for a License to Supply Electricity or Electric Generation Services in Maryland.(ML# 143810)
20. Negawatt Business Solutions, Inc. filed, on May 13, 2013, an Application for a License to Supply Natural Gas or Natural Gas Supply Services in Maryland. (Financials - CONFIDENTIAL).(ML# 147242) Additional information was filed on August 8, 2013. (ML# 148960)
21. Greenlight Energy, Inc. filed, on May 17, 2013, an Application for a License to Supply Natural Gas or Natural Gas Supply Services in Maryland.(ML# 147396)
22. Emissions Consult, LLC filed, on July 17, 2013, an Application for a License to Supply Natural Gas or Natural Gas Supply Services in Maryland.(ML# 148556) Additional information was filed on August 8, 2013. (ML# 148963)
23. Sperian Energy Corp. filed, on July 17, 2013, an Application for a License to Supply Natural Gas or Natural Gas Supply Services in Maryland.(ML# 148565)
24. Broadvox-CLEC, LLC filed, on April 10, 2013, a Joint Notification with Infotelecom, LLC of the Assignment of the Interconnection Agreement with Verizon Maryland, Inc.(ML# 146696)
25. Studebaker Submetering, Incorporated filed, on April 16, 2013, an Application for an Energy Allocation System for a property in Silver Spring, Maryland.(ML# 146783)
26. dishNet Wireless L.L.C. filed, on June 19, 2013, a request that Commission reconsider its initial decision of the proposed transaction of the merger between Sprint and Starburst (See ML#143821) approved on January 16, 2013 Administrative Meeting.(ML# 148066) Additional information was filed on June 19, 2013. (ML# 148067) Additional information was filed on June 25, 2013. (ML# 148167)

Administrative Meeting Agenda

27. dishNet Wireless L.L.C. filed, on June 19, 2013, a Request to Reconsider the Approval of Indirect Transfer of Control of Sprint Communications Company L.P. to Starburst II, Inc.(ML# 148067)
28. Baltimore Gas and Electric Company filed, on June 28, 2013, Supplement 529 to P.S.C. Md. Retail Electric Service Tariff. Case Nos. 9056 and 9064. Effective: September 1, 2013.(ML# 148232)
29. A Better Choice in Energy Services filed, on July 12, 2013, a request to cease authority and cancel its license to Supply Electricity and Electric Generation Services in Maryland.(ML# 148484)
30. A Better Choice in Energy Services filed, on July 12, 2013, a request to cease authority and cancel its license to Supply Natural Gas and Natural Gas Generation Services in Maryland.(ML# 148485)
31. Swift Creek Hydro, Inc. filed, on July 18, 2013, an Application for Certification as a Renewable Energy Facility for the Maryland Renewable Energy Portfolio Standard Program for the Lakeview Hydroelectric Project Facility.(ML# 148592)
32. Mosaic Power, LLC filed, on July 18, 2013, an Application for License to Operate as a Curtailment Service Provider in the State of Maryland.(ML# 148593)
33. Southern Maryland Electric Cooperative, Inc. filed, on July 19, 2013, a Request to Exceed Commission-approved EmPOWER Maryland 2012-2014 Incentive Budget for the ENERGY STAR for New Homes Program. Case No. 9157.(ML# 148616)
34. Hagerstown Municipal Electric Light Plant filed, on July 22, 2013, notice of weather station designation within its service territory pursuant to the requirements of  
COMAR 20.31.03.04.(ML# 148628)
35. The Potomac Edison Company filed, on July 23, 2013, notice of weather station designation within its service territory pursuant to the requirements of  
COMAR 20.31.03.04.(ML# 148650)
36. Reliant Energy Northeast LLC filed, on July 24, 2013, a notification of its intention to add two new trade names under which the company proposes to do business.(ML# 148670)
37. Baltimore Gas and Electric Company, Potomac Electric Power Company, Delmarva Power & Light Company, The Potomac Edison Company and Southern Maryland Electric Cooperative filed, on July 25, 2013, Request for Rebate Incentive Modifications to the HVAC Rebate Program. Case Nos. 9153, 9154, 9155, 9156, 9157.(ML# 148687)
38. Baltimore Gas and Electric Company, Potomac Electric Power Company, Delmarva Power and Light Company, The Potomac Edison Company and Southern Maryland Electric Cooperative filed, on July 25, 2013, Maryland Utilities' Request to Modify Commission-approved EmPOWER Maryland 2012-2014 Rebate Level for the Heat Pump Water Heater. Case Nos. 9153, 9154, 9155, 9156, 9157.(ML# 148689)
39. Quasar Energy Group filed, on July 25, 2013, an Application for Certification as a Renewable Energy Facility for the Maryland Renewable Energy Portfolio Standard Program.(ML# 148695)
40. Washington Gas Light Company filed, on July 30, 2013, notice of weather station designation within its service territory pursuant to the requirements of  
COMAR 20.31.03.05.(ML# 148773)
41. Baltimore Gas and Electric Company filed, on July 31, 2013, notice of weather station designation within its service territory pursuant to the requirements of  
COMAR 20.31.03.05.(ML# 148783)
42. Columbia Gas of Maryland, Inc. filed, on July 31, 2013, its Designations and Approval of Weather Station Areas pursuant to

Administrative Meeting Agenda

COMAR 20.31.03.05.(ML# 148787)

43. Dan's Mountain Wind Force, LLC filed, on July 31, 2013, Motion to Extend Construction Start Deadline. Case No. 9164.(ML# 148809) Additional information was filed on July 31, 2013. (ML# 148805)
44. Potomac Electric Power Company and Delmarva Power & Light Company filed, on August 1, 2013, its Designations and Approval of Weather Station Areas pursuant to  
COMAR 20.31.03.05C.(ML# 148820)
45. Choptank Electric Cooperative, Inc. filed, on August 1, 2013, its Designations and Approval of Weather Station Areas pursuant to  
COMAR 20.31.03.05.(ML# 148823)
46. American Broadband and Telecommunications Company filed, on August 2, 2013, Application for Designation as an Eligible Telecommunications Carrier to Provide Lifeline Service on a Wireless Basis.(ML# 148855)
47. tw telecom of maryland llc filed, on August 2, 2013, Notice of Participation in Financing Arrangements.(ML# 148860)
48. Oriole Taxicab LLP filed, on August 2, 2013, an application for a new taxi company in Baltimore City, Maryland.(ML# 148869)
49. Verizon Maryland LLC filed, on August 5, 2013, an Interconnection Agreement with Voxbeam Telecommunications, Inc. by Local Access, LLC pursuant to Section 252(e) of the Telecommunications Act of 1996 .(ML# 148893)
50. Southern Maryland Electric Cooperative, Inc. filed, on August 5, 2013, its Designations and Approval of Weather Station Areas pursuant to  
COMAR 20.31.03.05.(ML# 148895)
51. North Eastern States, Inc. filed, on August 7, 2013, a request to add its trade name d/b/a Entrust Energy to its name.(ML# 148935)

† Recommended to be suspended for 30 days.

**NOTICE**

**Filings pertaining to these matters should be submitted by noon on the Monday before the Administrative Meeting.**

**Reasonable accommodations will be made at Public Service Commission proceedings for qualified persons with disabilities, if requested 5 days in advance of the proceeding.  
(Dial 410-767-8000 or access the prior numbers through the Maryland Relay Service at 7-1-1) or  
\*\*For weather-related cancellations or postponements, dial 410-767-8000 or 1-800-492-0474. \*\***

Revised 08/08/2013 01:40 pm

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Public Meeting held August 15, 2013

Commissioners Present:

Robert F. Powelson, Chairman  
John F. Coleman, Jr., Vice Chairman  
Wayne E. Gardner  
James H. Cawley  
Pamela A. Witmer

License Application of Front Line Power Solutions,  
LLC. for Approval to Offer, Render, Furnish or  
Supply Electricity or Electric Generation Services as  
a Broker/Marketer

Docket Number:  
A-2013-2360865

**ORDER**

**BY THE COMMISSION:**

On April 30, 2013, Front Line Power Solutions, LLC (Front Line) filed an application seeking to become a licensed electric generation supplier (EGS) as a broker/marketer in the electric distribution company (“EDC”) service territories throughout the entire Commonwealth of Pennsylvania. The application was filed pursuant to the Commission’s regulations at 52 Pa. Code §§54.31-54.43, which became effective on August 8, 1998, and which were established under Section 2809 of the Public Utility Code, 66 Pa. C.S. §2809.

§2809 provides in pertinent part that:

License Requirement.--No person or corporation, including municipal corporations which choose to provide service outside their municipal limits except to the extent

provided prior to the effective date of this chapter, brokers and marketers, aggregators and other entities, shall engage in the business of an electric generation supplier in this Commonwealth unless the person or corporation holds a license issued by the Commission. 66 Pa. C.S. §2809.

An electric generation supplier is defined as:

A person or corporation, including municipal corporations which choose to provide service outside their municipal limits except to the extent provided prior to the effective date of this chapter, brokers and marketers, aggregators or any other entities, that sells to end-use customers electricity or related services utilizing the jurisdictional transmission or distribution facilities of an electric distribution company, or that purchases, brokers, arranges or markets electricity or related services for sale to end-use customers utilizing the jurisdictional transmission and distribution facilities of an electric distribution company. 66 Pa. C.S. §2803.

Front Line is a foreign limited liability company, formed in the State of Rhode Island on February 01, 2013. Front Line proposes to act as a broker/marketer of retail electric power to small commercial (25 kw and under demand) and large commercial (over 25 kw demand) customers in service territories throughout the entire Commonwealth of Pennsylvania. Front Line has indicated that it will not be taking title to electric power, nor paying customers' bills in its broker/marketer role.

Since Front Line will not be providing electric generation supplier services to residential customers it is not required to comply with, and be governed by, applicable Chapter 56 residential service regulations as set forth in the Commission Order *Guidelines for Maintaining Customer Service at the Same Level of Quality Pursuant to 66 Pa. C.S. §2807(d), and Assuring Conformance with 52 Pa. Code Chapter 56 Pursuant to 66 Pa. C.S. §2809(e) and (f)*, at Docket No. M-00960890 F0011, Order entered July 11, 1997. However, we deem it appropriate to reiterate certain items with respect to Chapter 56 of our regulations. Chapter 56 (52 Pa Code Chapter 56) is applicable to residential accounts. An electric generation supplier cannot physically disconnect a residential customer from

the electricity grid; therefore, the rules relating to residential service termination are not applicable to electric generation suppliers. An electric generation supplier may seek to terminate its generation service through an appropriate written notice to the customer and the distribution company. The residential customer can then attempt to repair their relationship with the supplier, seek a new supplier, or return to utility service at default service rates in accordance with the utility's obligations under Section 2807(e), 66 Pa. C.S. §2807(e). The customer would only be disconnected from the electricity grid pursuant to appropriate regulations if the customer failed to meet its obligations to the utility or the electric generation supplier that has been designated by the Commission as the provider of last resort.

Additionally, we specifically note that the licensee must comply with, and ensure that its employees, agents, representatives and independent contractors comply with the standards of conduct and disclosure for licensees set out in Commission regulations at 52 Pa. Code §54.43 that were enacted to protect consumers of this Commonwealth. These standards include, *inter alia*, the provision of timely and accurate information about the services offered by the licensee, the practice of nondiscrimination in service in regard to race, color, religion, national origin, marital status, etc., the safeguarding of a consumer's personal information, and compliance with applicable state and federal consumer protection laws. Also, we take this opportunity to remind the licensee of its agreement to abide by, and to ensure that its employees, representatives, agents and independent contractors abide by all applicable federal and state laws, and Commission regulations, procedures and orders, including Emergency Orders, which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

Front Line has provided proof of publication in the Pennsylvania newspapers providing coverage in the territories they intend to operate in, and proofs of service to the interested parties as required by the Commission.



Regarding the financial and technical requirements of the license application, Front Line has provided a balance sheet and income statement for the current year as of March 19, 2013. They've also provided projected income for 2013 and 2014 as well as bank statements for the end of months March, April, and May 2013. Front Line has also submitted an extensive resume for its CEO John T. Holmes. Sufficient information has been provided by Front Line to demonstrate its financial and technical fitness in order to be licensed as a broker/marketer of retail electric power in the Commonwealth of Pennsylvania.

Front Line did not provide a \$250,000 bond as required by the license application; however, it did provide a bond in the amount of \$10,000 and requests that the Commission reduce its security requirement from \$250,000 to \$10,000. In support of this request, Front Line explains that it will not be collecting any gross receipts from its customers, paying customer bills or taking title to electricity.

The Commission believes that the reasoning on which Front Line bases its request for a bond reduction from \$250,000 to \$10,000 is similar to that offered by the other EGSs that have successfully petitioned the Commission for a bonding level of \$10,000. Two of the EGSs are Co-eXprise, Inc. (Co-eX), at Docket No. A-110166, whose request was granted January 20, 2006, and Premier Energy Solutions (Premier), at Docket No. A-110170, whose request was granted July 26, 2006. In the case of Co-eX, the company explained that, as a consultant, it will provide its customers with an evaluation and selection process from which to select the best positioned licensed electricity supplier/generator and award business. In the case of Premier, the company explained that it requested an EGS license to become EDI certified with the utilities, in order to be able to efficiently and effectively obtain electricity usage information for the customers to whom it provides consulting services. Premier intended to utilize the information to help its

customers reduce their overall spending for electricity. Premier also stated that it will not take title to power.

The Commission believes that Front Line operates in a similar manner and therefore should be granted similar relief and be permitted to provide a bond or other approved security in the reduced amount of \$10,000. However, Front Line's bonding level is contingent upon the company's business model as described in this Order. If Front Line takes title to generation supply for its customers, and/or charges customers directly for that generation supply, a \$10,000 level of bonding may not be appropriate. Therefore, we will direct Front Line to notify the Commission 45 days prior to a change in its business model, whereby Front Line takes title to generation supply and/or bills its customers directly for that generation supply. This will provide the Commission with an opportunity to review and adjust Front Line's approved bonding level prior to Front Line implementing those changes.

As of August 06, 2013 no protests have been filed.

We find that the applicant:

1. Is fit, willing and able to properly perform the service proposed in conformance with applicable provisions of the Public Utility Code and lawful Commission orders and regulations, specifically including 52 Pa. Code Chapter 56 (relating to Standards and Billing Practices for Residential Utility Service).
2. Has agreed to lawfully abide by all Commission regulations, procedures and orders, including Emergency Orders, which may be issued verbally or in writing during any emergency situations that may

unexpectedly develop from time to time in the course of doing business in Pennsylvania.

We further find that the proposed service, to the extent authorized by the license, will be consistent with the public interest and the policy declared in the Electricity Generation Customer Choice and Competition Act.

Upon full consideration of all matters of record, we find that approval of this application is necessary and proper for the service, accommodation and convenience of the public; **THEREFORE,**

**IT IS ORDERED:**

1. That the application of Front Line Power Solutions, LLC is hereby approved, consistent with this Order.
2. That Front Line Power Solutions, LLC's request for a reduction in the bond level from \$250,000 to \$10,000 is hereby granted.
3. That the security amount of \$10,000 shall remain in effect for Front Line Power Solutions, LLC as long as Front Line Power Solutions, LLC does not make a change to its business model in Pennsylvania, whereby it would take title to generation supply and/or bill its customers directly for generation supply.
4. That a license be issued authorizing Front Line Power Solutions, LLC to begin to offer, render, furnish or supply electric generation supplier services as a broker/marketer to small commercial (25 kw and under demand) and large commercial (over 25 kw demand) customers in the electric distribution company service territories throughout the entire Commonwealth of Pennsylvania, as specified in the Order.

5. That if Front Line Power Solutions, LLC proposes to change its business model as described in Ordering Paragraph No. 3, it must notify the Commission at least 45 days prior to the changes. With the notice, the Company must provide an update to the nature and scope of business information that was required by Pa. Code § 54.40(c) to justify the modification granted in Ordering Paragraph No. 3. This will provide the Commission the opportunity to review Front Line Power Solutions, LLC's bonding level and adjust as appropriate, prior to Front Line Power Solutions, LLC implementing the proposed changes to its business model.

6. That if Front Line Power Solutions, LLC changes its business model without providing to the Commission the notice and information required in Ordering Paragraph No. 5, then the reduced bonding level permitted by Ordering Paragraph No. 2 shall cease effective with the date of the change in the business model. The level of bonding effective at that time shall be \$250,000 or the level required by 52 Pa. Code § 54.40, whichever is greater.

7. That this proceeding at Docket No. A-2013-2360865 be closed.

**BY THE COMMISSION,**

Rosemary Chiavetta  
Secretary

(SEAL)

ORDER ADOPTED: August 15, 2013

ORDER ENTERED:

# EXHIBIT

3

----- Forwarded message -----

From: **Mike McCormick** <[mmccormick@frontlinepowersolutions.com](mailto:mmccormick@frontlinepowersolutions.com)>  
Date: Mon, Aug 19, 2013 at 11:59 AM  
Subject: Fwd: Pa Lic  
To: Jay Snyder <[jsnyder@frontlinepowersolutions.com](mailto:jsnyder@frontlinepowersolutions.com)>

finally

----- Forwarded message -----

From: **John Holmes** <[johnholmes@frontlinepowersolutions.com](mailto:johnholmes@frontlinepowersolutions.com)>  
Date: Mon, Aug 19, 2013 at 11:38 AM  
Subject: Pa Lic  
To: Mike McCormick <[mmccormick@frontlinepowersolutions.com](mailto:mmccormick@frontlinepowersolutions.com)>

Check it out.

John T. Holmes  
CEO  
*Frontline Power Solutions*  
*c.401-474-4776*  
*f.401-223-6937*

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[fpsenergy.com](http://fpsenergy.com)

# PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-2013-2360865

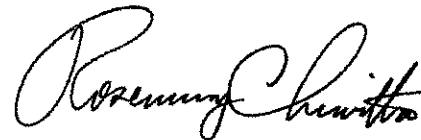
The Application of Front Line Power Solutions, LLC for approval to begin to offer, render, furnish or supply electric generation supplier services as a broker/marketer to small commercial (25 kw and under demand) and large commercial (over 25 kw demand) customers in all the electric distribution company service territories throughout the entire Commonwealth of Pennsylvania.

EFFECTIVE DATE: August 15, 2013

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues, evidencing the Commission's approval, to the applicant this:

## LICENSE FOR ELECTRIC GENERATION SUPPLIER.

In Witness Whereof, the PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 15<sup>th</sup> day of August 2013.



Secretary



# **EXHIBIT**

**4**

----- Forwarded message -----

From: **Jay Snyder** <[jsnyder@frontlinepowersolutions.com](mailto:jsnyder@frontlinepowersolutions.com)>

Date: Fri, Sep 26, 2014 at 1:27 PM

Subject: PA Electric License

To: John Holmes <[jholmes@frontlinepowersolutions.com](mailto:jholmes@frontlinepowersolutions.com)>, Tim Dahler <[tdahler@frontlinepowersolutions.com](mailto:tdahler@frontlinepowersolutions.com)>, Keith Drach <[kdrach@frontlinepowersolutions.com](mailto:kdrach@frontlinepowersolutions.com)>, Mike McCormick <[mmccormick@frontlinepowersolutions.com](mailto:mmccormick@frontlinepowersolutions.com)>

Hello to all. Can you please forward me our license for electricity in PA. I have a broker who is stating they cant find us to be licensed. And they are causing greif for me on a recent sale. Thank you.

Make it a great day!

**Jay A. Snyder**

Senior Vice President

Frontline Power Solutions, LLC.

1 814 392-6535 (cell)

1 401 216-6177 (fax)

[jsnyder@frontlinepowersolutions.com](mailto:jsnyder@frontlinepowersolutions.com) (e-mail)

[www.frontlinepowersolutions.com](http://www.frontlinepowersolutions.com) (web-site)

<http://fpsenergy.com/>

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# **EXHIBIT**

**5**

**From:** Michael McCormick [mailto:[mmccormick@fairview-energy.com](mailto:mmccormick@fairview-energy.com)]  
**Sent:** Friday, September 11, 2015 4:38 PM  
**To:** Dan Comfort  
**Subject:** Re: Dan Comfort-Commission report september 2015

While we are waiting for licenses, we write under that name with guttman. It's exclusive so we don't need a license to work with them. that way we don't have to pay another broker to book our business. You'll get paid from fair View.

**Mike McCormick**

**Fair View Energy**

**412.999.3826 (mobile)**

**215.791.6468 (fax)**

**mmccormick@fairview-energy.com**



On Fri, Sep 11, 2015 at 4:34 PM, Dan Comfort <[comf@epix.net](mailto:comf@epix.net)> wrote:

Why is utilities watchonthis?

Thanks

Dan

Sent from my iPad

On Sep 11, 2015, at 12:58 PM, Michael McCormick <[mmccormick@fairview-energy.com](mailto:mmccormick@fairview-energy.com)> wrote:

Hi Dan,

Please see attached and review for accuracy. You only have 1 account over here so far... Hope that changes soon! we ended up getting .0059 on the East Wilkes Barre congregation. Our original deal was 50 /50 on this, so I gave you .003 and took .0029 for Fair View.

Checks will be mailed on September 15th.

thanks for your business!

Mike

**Mike McCormick**

**Fair View Energy**

**412.999.3826 (mobile)**

**215.791.6468 (fax)**

**mmccormick@fairview-energy.com**



<Dan Comfort Sept 2015 Commission report.xlsx>

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[fpsenergy.com](http://fpsenergy.com)

--

Timothy Dahler, CTO  
Frontline Power Solutions, LLC.  
[tdahler@fpsenergy.com](mailto:tdahler@fpsenergy.com)  
Mobile: [401.301.9915](tel:401.301.9915)

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[fpsenergy.com](http://fpsenergy.com)

# **EXHIBIT**

**6**





First Point Power, LLC  
300 Jefferson Blvd Suite 104  
Warwick, RI 02886  
Phone: (401) 684-1443  
croll@FirstPointPower.com

**ELECTRICITY SALES AGREEMENT**

COMMERCIAL CUSTOMER INFORMATION	
Business Name: Sutton Partnership	Billing Address: 1014 Mill Creek Dr , A-3
Contact Name: Jim Sutton	Billing City: Feasterville
Telephone Number: 215-355-3200	Billing State/Zip: Pa 19053
Email Address: jjs@suttonpc.com	<input type="checkbox"/> Tax Exempt (must have Exempt Form)
Fax Number:	Broker Name: Mike McCormick

PRICING & TERM					
For the Term of this Agreement, the all-inclusive price (not including tax) per KWH for the listed account(s) is set forth below.					
Local Utility	Account Number	Start Date	End Date	Term (months)	Price Per KWH @/KWH
PECO	30598-01503	01/2017	08/2018	18	.06793

**AGREEMENT FOR PURCHASE OF ELECTRICITY**

The purpose of this form is to authorize a change in Your electric power supplier and/or third party supplier and to set forth the terms and conditions that apply. By signing and returning this form to First Point Power, LLC ("FPP"), Customer hereby offers to purchase from FPP the electric requirements for the listed account(s) at the rate(s) per kilowatt hour (KWH) and Term herein.

Upon Your acceptance of FPP's offer, indicated by Your signing below, and FPP's counter-execution, indicated by Our Signing below, You will be bound to receive and purchase from FPP, and FPP will be bound to provide and sell to You, electricity during the Term in accordance with this document including the General Terms and Conditions and all Addendums (the "Agreement"). (In this Agreement the Customer is referred to as "You" or "Your" or "Customer" and First Point Power, LLC is referred to as "FPP" or "We" or "Our" or "Us.")

Customer: 1014 Mill Creek Dr, A-3                      Supplier: **First Point Power, LLC**

Name (Print): Jim Sutton                              Name: \_\_\_\_\_

Signature: *[Handwritten Signature]*                      Signature: \_\_\_\_\_

Title: Owner    Title: \_\_\_\_\_

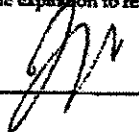
Date: 3/23/16    Date: \_\_\_\_\_

## ELECTRICITY SALES AGREEMENT

GENERAL TERMS AND CONDITIONS

1. **BILLING AND PAYMENT.** FPP will bill You through Your Local Distribution Company's ("LDC") consolidated billing program, payment is due in accordance with the LDC's rules. Your bill will be based on monthly meter readings.
2. **DISPUTED INVOICES.** You shall notify FPP in writing of any disputed bill, stating the reason for the dispute, within twenty (20) days of receiving the bill and pay the undisputed part of the bill.
3. **TERM.** Subject to the Agreement being accepted by Us, your fixed rate with Us shall commence on the first available meter read date on or after the Start Date, and end on the first available meter read date on or after the End Date. If We are unable to timely enroll an account, the Start Date will commence on the next regularly scheduled LDC meter read date, and the fixed rate will remain in effect until the first meter read date on or after the End Date set forth herein. We shall not be liable for any failure to enroll or drop an account by the Start Date or End Date due to circumstances beyond our control.
4. **DEMAND FORECASTS.** This Agreement utilizes Your capacity costs based on Your historical usage. In the event that during the Term of this Agreement You install on-site generation (e.g., solar, co-generation, or wind) that has the effect of reducing the usage on one or more of Your accounts, We have the right to bill capacity as a monthly \$ per kW charge based on Your then current capacity obligation as set by Your LDC. You agree to notify Us in writing whenever You have reason to believe Your demand will depart materially from such historical usage, e.g., because of addition or reduction of equipment or usage thereof, providing good faith estimates of such departures.
5. **TITLE AND TAXES.** Title to the electricity sold hereunder shall pass from Us to You when it is delivered to Your LDC. Prices set forth herein include transportation to Your LDC. You shall pay to FPP the amount of any transfer, sales or other taxes and related charges, however designated, that are imposed upon the transfer of title or the transporting or delivering of electricity, unless prior to execution of this Agreement, You have given Us applicable, valid tax exemption certificates.
6. **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.
7. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, or punitive damages for claims arising under this Agreement.
8. **NO WARRANTIES.** We agree to pass through any warranties We get from Our electricity suppliers, to the extent We are permitted to do so. Except as expressly set forth herein, FPP makes, and You receive, no warranty, express, implied, or statutory, and FPP specifically disclaims any warranty of merchantability or fitness for a particular purpose.
9. **TERMINATION OF AGREEMENT BY CUSTOMER.** You may terminate this Agreement, in whole or as relating to any single account that is included in this Agreement, by providing thirty (30) days advance written notice to FPP setting forth the reasons for such termination. In the event that you terminate this Agreement, You shall pay to FPP, as an "Early Termination Fee" consisting of the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by FPP prior to the effective date of the termination for which You have not already made payment, plus: for a fixed price contract, payment at the rate specified in this Agreement (including any applicable taxes) as though service was provided to You by FPP, based on your historical usage, from the effective date of the termination through the balance of the Term, less any revenues received by FPP as a result of any liquidation or resale of the electric supply purchase commitments entered into by FPP to provide service to You over the entire Term of this Agreement. You may terminate this Agreement before the end of the Term without paying an Early Termination Fee on written notice if We are in material default of any of Our obligations under this Agreement 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 charges for electricity delivered and service rendered prior to the effective date of termination of this Agreement.
10. **TERMINATION BY FPP.** FPP reserves the right to terminate service under this Agreement for non-payment (any amounts due exceed 50 days outstanding) or upon any other material default of any of Your obligations under this Agreement. If the default is cured after the effective date of the termination FPP may at its discretion resume supplying electricity at the Terms in this Agreement. In the event that service is terminated pursuant to this paragraph, You shall pay, upon being billed, the Early Termination Fee specified in Paragraph 9, above. We will notify both Your LDC of such action at least fifteen (15) days prior to the effective date of termination and, unless You choose another supplier, Your electricity will be provided by Your LDC under its standard tariff.
11. **EXPIRATION OF AGREEMENT.** This Agreement expires on the first meter read on or after the End Date set forth on the first page of this Agreement. If a renewal agreement is not executed prior to the expiration date, Your account(s) will automatically be switched to and billed at Our standard variable rate at that time to which You agree to pay in accordance with Paragraph 1 above. You may instruct Us at any time prior to the expiration to return Your accounts to Your LDC at the expiration of the Agreement.

Customer Initial



12. **CONTACT INFORMATION.** In the event of an electric-related emergency such as a power outage, You should call Your applicable LDC (aka your utility). You may contact FPP at the contact information on the first page of this agreement.

Utility (LDC)	State	Customer Service	Emergency
NATIONAL GRID	Rhode Island	800-322-3223	800-465-1212
NATIONAL GRID	Massachusetts	800-322-3223	800-465-1212
EVERSOURCE (NSTAR)	Massachusetts	800-340-9822	800-340-9822
EVERSOURCE (WMECO)	Massachusetts	877-639-6329	413-781-4300
UNITIL	Massachusetts	888-301-7700	888-301-7700
CENTRAL MAINE POWER	Maine	800-852-3339	800-852-3339
EMERA	Maine	207-973-2000	800-440-1111
EVERSOURCE (PSNH)	New Hampshire	866-554-6025	800-662-7764
LIBERTY UTILITIES	New Hampshire	800-375-7413	855-349-9485
UNITIL	New Hampshire	800-852-3339	800-852-3339

13. **INFORMATION RELEASE AUTHORIZATION.** Your signature on this Agreement is your authorization for us and our agents to obtain and review information regarding your credit history from credit-reporting agencies, and information from the utility, which could include: account number; phone number; address; meter-read, service or rate-class data; electric consumption history; billing determinants; and payment history. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies owed. These authorizations shall remain in effect as long as this Agreement is in effect.
14. **ASSIGNMENT.** This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangements. In addition, we may assign our rights and obligations hereunder to an affiliate of FPP, any person or entity succeeding to all or substantially all of the assets of FPP, or to a competitive supplier licensed to do business in Your state. 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.
15. **GENERAL PROVISIONS.** We will keep confidential any information pertaining to You which You provide. This Agreement sets forth the entire agreement between the parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of both parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without recourse to such state's choice of law rules. The parties acknowledge and agree that this Agreement is a "forward contract" and that they are "forward contract merchants" within the meaning of the United States Bankruptcy Code. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both parties agree to comply with all such applicable laws, orders, rules and regulations. In the event that changes in any such laws, orders, rules or regulations has the effect of increasing Our cost of electricity, We reserve the right to adjust the prices set forth herein to pass through such cost increases.

**ADDITIONAL TERMS AND CONDITIONS FOR NEW HAMPSHIRE CUSTOMERS.**

- a. **Default Liability:** Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.
- b. **Governing Law:** This Agreement is made and shall be construed in accordance with the laws of New Hampshire.
- c. **Rescission:** For Residential and Small Commercial accounts, You shall have the right to rescind a service request with First Point Power for these accounts without any exit fee or penalty of any kind for five (5) business days following the signature date of this document, by calling First Point Power at 888-875-1711 or by sending an email to [support@firstpointpower.com](mailto:support@firstpointpower.com).
- d. **Dispute Resolution:** If you believe we have breached this Agreement or you have any other issues relating to our service, please first contact us by phone, email or mail. Such disputes that cannot be privately resolved may be referred to:  
 New Hampshire Public Utilities Commission Consumer Affairs Division  
 21 South Fruit Street, Suite 10  
 Concord NH 03301-2429  
 1-800-852-3793 (within NH only) or 603-271-2431  
 Monday through Friday from 8:00 am to 4:30 pm  
<http://www.puc.nh.gov/ConsumerAffairsForms/complaintfrm.aspx>
- e. **Do Not Call Registry:** The National Do Not Call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting [www.donotcall.gov](http://www.donotcall.gov).
- f. **Budget Plan:** We do not offer a budget plan at this time.
- g. **Deposit:** We do not collect or require deposits.

end

Customer Initial



First Point Power, LLC  
300 Jefferson Blvd Suite 104  
Warwick, RI 02888  
Phone: (401) 684-1443  
carroll@FirstPointPower.com

### ELECTRICITY SALES AGREEMENT

#### COMMERCIAL CUSTOMER INFORMATION

Business Name: 4220 Bristol Rd LLC      Billing Address: 4220 Bristol Rd  
 Contact Name: Jim Sutton      Billing City: Oakford  
 Telephone Number: 215-355-3200      Billing State/Zip: Pa 19053  
 Email Address: jrs@suttonpc.com       Tax Exempt (must have Exempt Form)  
 Fax Number:      Broker Name: Mike McCormick

#### PRICING & TERM

For the Term of this Agreement, the all-inclusive price (not including tax) per KWH for the listed account(s) is set forth below.

Local Utility	Account Number	Start Date	End Date	Term (months)	Price Per KWH c/KWH
PECO	92492-09068	01/2017	08/2018	18	.06793
PECO	861177-52019	01/2017	08/2018	18	.06793
PECO	52248-49008	01/2017	08/2018	18	.06793

#### AGREEMENT FOR PURCHASE OF ELECTRICITY

The purpose of this form is to authorize a change in Your electric power supplier and/or third party supplier and to set forth the terms and conditions that apply. By signing and returning this form to First Point Power, LLC ("FPP"), Customer hereby offers to purchase from FPP the electric requirements for the listed account(s) at the rate(s) per kilowatt hour (KWH) and Term herein.

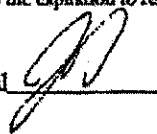
Upon Your acceptance of FPP's offer, indicated by Your signing below, and FPP's counter-execution, indicated by Our Signing below, You will be bound to receive and purchase from FPP, and FPP will be bound to provide and sell to You, electricity during the Term in accordance with this document including the General Terms and Conditions and all Addendums (the "Agreement"). (In this Agreement the Customer is referred to as "You" or "Your" or "Customer" and First Point Power, LLC is referred to as "FPP" or "We" or "Our" or "Us.")

Customer: 4220 Bristol Rd LLC      Supplier: First Point Power, LLC  
 Name (Print): Jim Sutton      Name: \_\_\_\_\_  
 Signature: [Signature]      Signature: \_\_\_\_\_  
 Title: Owner      Title: \_\_\_\_\_  
 Date: 3/23/16      Date: \_\_\_\_\_

**ELECTRICITY SALES AGREEMENT****GENERAL TERMS AND CONDITIONS**

1. **BILLING AND PAYMENT.** FPP will bill You through Your Local Distribution Company's ("LDC") consolidated billing program, payment is due in accordance with the LDC's rules. Your bill will be based on monthly meter readings.
2. **DISPUTED INVOICES.** You shall notify FPP in writing of any disputed bill, stating the reason for the dispute, within twenty (20) days of receiving the bill and pay the undisputed part of the bill.
3. **TERM.** Subject to the Agreement being accepted by Us, your fixed rate with Us shall commence on the first available meter read date on or after the Start Date, and end on the first available meter read date on or after the End Date. If We are unable to timely enroll an account, the Start Date will commence on the next regularly scheduled LDC meter read date, and the fixed rate will remain in effect until the first meter read date on or after the End Date set forth herein. We shall not be liable for any failure to enroll or drop an account by the Start Date or End Date due to circumstances beyond our control.
4. **DEMAND FORECASTS.** This Agreement utilizes Your capacity costs based on Your historical usage. In the event that during the Term of this Agreement You install on-site generation (e.g., solar, co-generation, or wind) that has the effect of reducing the usage on one or more of Your accounts, We have the right to bill capacity as a monthly \$ per kW charge based on Your then current capacity obligation as set by Your LDC. You agree to notify Us in writing whenever You have reason to believe Your demand will depart materially from such historical usage, e.g., because of addition or reduction of equipment or usage thereof, providing good faith estimates of such departures.
5. **TITLE AND TAXES.** Title to the electricity sold hereunder shall pass from Us to You when it is delivered to Your LDC. Prices set forth herein include transportation to Your LDC. You shall pay to FPP the amount of any transfer, sales or other taxes and related charges, however designated, that are imposed upon the transfer of title or the transporting or delivering of electricity, unless prior to execution of this Agreement, You have given Us applicable, valid tax exemption certificates.
6. **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.
7. **LIMITATION OF LIABILITY.** Neither party shall be liable to the other for any indirect, special, consequential (including lost profits or revenue), incidental, or punitive damages for claims arising under this Agreement.
8. **NO WARRANTIES.** We agree to pass through any warranties We get from Our electricity suppliers, to the extent We are permitted to do so. Except as expressly set forth herein, FPP makes, and You receive, no warranty, express, implied, or statutory, and FPP specifically disclaims any warranty of merchantability or fitness for a particular purpose.
9. **TERMINATION OF AGREEMENT BY CUSTOMER.** You may terminate this Agreement, in whole or as relating to any single account that is included in this Agreement, by providing thirty (30) days advance written notice to FPP setting forth the reasons for such termination. In the event that you terminate this Agreement, You shall pay to FPP, as an "Early Termination Fee" consisting of the following: payment at the rate specified in this Agreement (including any applicable late payment fees and taxes) for service provided by FPP prior to the effective date of the termination for which You have not already made payment, plus: for a ~~fixed price contract~~, payment at the rate specified in this Agreement (including any applicable taxes) as though service was provided to You by FPP, based on your historical usage, from the effective date of the termination through the balance of the Term, less any revenues received by FPP as a result of any liquidation or resale of the electric supply purchase commitments entered into by FPP to provide service to You over the entire Term of this Agreement. You may terminate this Agreement before the end of the Term without paying an Early Termination Fee on written notice if We are in material default of any of Our obligations under this Agreement 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 charges for electricity delivered and service rendered prior to the effective date of termination of this Agreement.
10. **TERMINATION BY FPP.** FPP reserves the right to terminate service under this Agreement for non-payment (any amounts due exceed 50 days outstanding) or upon any other material default of any of Your obligations under this Agreement. If the default is cured after the effective date of the termination FPP may at its discretion resume supplying electricity at the Terms in this Agreement. In the event that service is terminated pursuant to this paragraph, You shall pay, upon being billed, the Early Termination Fee specified in Paragraph 9, above. We will notify both Your LDC of such action at least fifteen (15) days prior to the effective date of termination and, unless You choose another supplier, Your electricity will be provided by Your LDC under its standard tariff.
11. **EXPIRATION OF AGREEMENT.** This Agreement expires on the first meter read on or after the End Date set forth on the first page of this Agreement. If a renewal agreement is not executed prior to the expiration date, Your account(s) will automatically be switched to and billed at Our standard variable rate at that time to which You agree to pay in accordance with Paragraph 1 above. You may instruct Us at any time prior to the expiration to return Your accounts to Your LDC at the expiration of the Agreement.

Customer Initial



12. **CONTACT INFORMATION.** In the event of an electric-related emergency such as a power outage, You should call Your applicable LDC (aka your utility). You may contact FPP at the contact information on the first page of this agreement.

Utility (LDC) Contact Information			
Utility (LDC)	State	Customer Service	Emergency
NATIONAL GRID	Rhode Island	800-322-3223	800-465-1212
NATIONAL GRID	Massachusetts	800-322-3223	800-465-1212
EVERSOURCE (NSTAR)	Massachusetts	800-340-9822	800-340-9822
EVERSOURCE (WMECO)	Massachusetts	877-659-6329	415-781-4300
UNITIL	Massachusetts	888-301-7700	888-301-7700
CENTRAL MAINE POWER	Maine	800-852-3339	800-852-3339
EMERA	Maine	207-973-2000	800-440-1111
EVERSOURCE (PSNH)	New Hampshire	866-554-6025	800-662-7764
LIBERTY UTILITIES	New Hampshire	800-375-7413	855-349-9455
UNITIL	New Hampshire	800-852-3339	800-852-3339

13. **INFORMATION RELEASE AUTHORIZATION.** Your signature on this Agreement is your authorization for us and our agents to obtain and review information regarding your credit history from credit-reporting agencies, and information from the utility, which could include account number; phone number; address; meter-read, service or rate-class data; electric consumption history; billing determinants; and payment history. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies owed. These authorizations shall remain in effect as long as this Agreement is in effect.
14. **ASSIGNMENT.** This Agreement shall extend to and be binding upon our respective successors and permitted assigns; provided, however, that you may not assign this Agreement without our prior written consent. We may sell, transfer, pledge, encumber, or assign the accounts receivable and revenues derived from this Agreement or any proceeds thereof in connection with any financing agreement, purchase of receivables program, or other billing services arrangements. In addition, we may assign our rights and obligations hereunder to an affiliate of FPP, any person or entity succeeding to all or substantially all of the assets of FPP, or to a competitive supplier licensed to do business in Your state. 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.
15. **GENERAL PROVISIONS.** We will keep confidential any information pertaining to You which You provide. This Agreement sets forth the entire agreement between the parties respecting this subject matter, and all prior agreements, understandings, and representations, whether oral or written, are merged in this Agreement. No modification or amendment of this Agreement shall be binding on either party unless in writing and signed by authorized representatives of both parties. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party granting such waiver and no such waiver or failure to enforce a term or provision of this Agreement on any occasion shall be construed as a waiver of the same or any other term or condition on any other occasion. This Agreement shall be governed by and construed in accordance with the laws of the State of Rhode Island without recourse to such state's choice of law rules. The parties acknowledge and agree that this Agreement is a "forward contract" and that they are "forward contract merchants" within the meaning of the United States Bankruptcy Code. This Agreement is subject to all valid and applicable legislation and to all present and future orders, rules, and regulations of authorities having jurisdiction and both parties agree to comply with all such applicable laws, orders, rules and regulations. In the event that changes in any such laws, orders, rules or regulations has the effect of increasing Our cost of electricity, We reserve the right to adjust the prices set forth herein to pass through such cost increases.

**ADDITIONAL TERMS AND CONDITIONS FOR NEW HAMPSHIRE CUSTOMERS.**

- a. **Default Liability:** Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.
- b. **Governing Law:** This Agreement is made and shall be construed in accordance with the laws of New Hampshire.
- c. **Rescission:** For Residential and Small Commercial accounts, You shall have the right to rescind a service request with First Point Power for these accounts without any exit fee or penalty of any kind for five (5) business days following the signature date of this document, by calling First Point Power at 888-875-1711 or by sending an email to support@firstpointpower.com.
- d. **Dispute Resolution:** If you believe we have breached this Agreement or you have any other issues relating to our service, please first contact us by phone, email or mail. Such disputes that cannot be privately resolved may be referred to:  
 New Hampshire Public Utilities Commission Consumer Affairs Division  
 21 South Fruit Street, Suite 10  
 Concord NH 03301-2429  
 1-800-852-3793 (within NH only) or 603-271-2431  
 Monday through Friday from 8:00 am to 4:30 pm  
<http://www.puc.nh.gov/ConsumerAffairsForms/complaintfm.aspx>
- e. **Do Not Call Registry:** The National Do Not Call Registry is managed by the Federal Trade Commission, the nation's consumer protection agency, for those consumers who do not wish to be contacted by telephone. If you wish you may register a telephone number by visiting [www.donotcall.gov](http://www.donotcall.gov).
- f. **Budget Plan:** We do not offer a budget plan at this time.
- g. **Deposit:** We do not collect or require deposits.

end

Customer Initial 