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PA PUBLIC UTILITY COMMISSIO  
SECRETARY'S BUREAU

January 18, 2013

Rosemary Chiavetta, Secretary  
Commonwealth of Pennsylvania  
Pennsylvania Public Utility Commission  
PO Box 3265  
Harrisburg, PA 17105-3265

RE: *Electric Generation Supplier License Application of First Point Power, LLC*  
Docket No.: A-2012-2327527

Please find responses to the Commission's requests for information as well as updated application information that has changed since the original filing.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter Scheffelin', is written over a horizontal line.

Peter Scheffelin  
CEO  
First Point Power, LLC

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Amended Application Information**

First Point Power changed our office location. All phone numbers and email addresses remain the same:

*New Address:*  
1485 S County Trail  
East Greenwich, RI 02818

*Old Address:*  
610 Ten Rod Rd #2  
North Kingstown, RI 02852

**Affiliates and Predecessors**

(3a.) Originally First Point Power stated an affiliate, Olympus Power, LLC, owned two generating facilities in Pennsylvania. Olympus now owns three generation facilities in the State. First Point Power may purchase electricity from these facilities in the future.

**Answer Verification (per 52 Pa Code § 1.36)**

I, Peter Schieffelin, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Signature: *P. Schieffelin, CEO*

Date: *January 19, 2013*

**Disclosure Statement**

First Point Power's amended residential and small commercial Disclosure Statement is included in the filing.

**Responses to Commission Inquiries**

1. Reference application, Section 7.a, Bonding – As required, applicant has submitted a Bond with their application package. However, there is a discrepancy on the first page of the Bond itself. The Bond is signed, sealed, and dated this 14<sup>th</sup> day of September, 2012 and it will expire on September 13, 2012. An accurate, legally valid and binding Bond that's effective for one year is required with the submission of this application. Please provide an original document by using the submission method listed above. Applicant can elect to mark submitted information as confidential.



The expiration date was an oversight, we have instructed the issuer to issue a corrected bond.

2. **Reference application, Section 7.b, Financial, Records, Statements, and Ratings –** Applicant has not provided any bank statements or evidence of available lines of credit with the application package. Since the supplied financial statements were unaudited, and no Credit Reports were submitted with this application package, further evidence of Financial Fitness is required. Please provide bank statements and taxes returns to display financial fitness. Also, please provide documentation elaborating on any available lines of credit, to include amounts available as well as the actual lenders themselves. Please provide original documents by using the submission method listed above. Applicant can elect to mark submitted information as confidential.

First Point Power has elected to provide confidential answers. Please see Exhibit 1.

3. **Reference application, Section 7.b, Financial, Records, Statements, and Ratings –** Applicant has not provided a description of the types and amounts of insurance carried by the applicant intended to provide for or support its financial fitness to perform its obligations as a licensee. Please provide information on any insurance policies related to this application process using the submission method listed above.

First Point Power carries a corporate umbrella insurance policy with EMC Insurance Company. Exhibit 2 includes the general terms and coverage of our policy.

4. **Reference application, Section 8, Technical Fitness –** Applicant has only included a resume for the President of First Point Power, LLC. However, Exhibit 3 mentions a management team, as well as the organization having six full time staff. Please provide documentation on the roles provided by other key staff, as well as resumes for all employees considered to be a part of the management team. Please provide an original document by using the submission method listed above.

Exhibit 3 includes documentation on the roles and backgrounds of key management of the Company.

## Electricity Sales Agreement

This is an agreement for electric generation service, between First Point Power, LLC and customer's name and full address.

### Background

- We at First Point Power, LLC (FPP) are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-XXXX-XXXXXXX.
- We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- You will receive a single bill from billing agent name that will contain distribution utility name charges and First Point Power, LLC's.
- Right of Rescission - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You may cancel the agreement by contacting the company orally or in writing.

### Definitions

- Generation Charge - Charge for production of electricity.
- Agreement: This Disclosure Statement, together with your Enrollment Form and any changes or amendments to such documents as may be made from time to time.
- Distribution Charge: The cost for delivering electricity from the Electric Distribution Company to your home or business. These charges continue to be regulated by the PUC.
- Default Service Provider: This is the company that provides generation services to those who do not choose another electric generation supplier, are unable to find a electric generation supplier willing to serve them, or, for some reason, no longer receive generation services from another electric generation supplier. Your Default Service Provider is listed under the Contact Information section of this Disclosure Statement.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
- Electric Distribution Company (EDC): The public utility that provides facilities for the transmission and distribution of electricity to retail customers. Your EDC is xxxx.
- Initial Term: The time period during which you will receive a fixed price (if you have a fixed term agreement with FPP). This does not apply to month-to-month variable price agreements.

## **Terms of Service**

### **1. PRICE**

- a. **Variable** - If you are enrolled on a month-to-month variable product, the price is subject to change each month. Your price for the initial month is the price per kWh stated in this Disclosure Statement. Your price includes Generation Charges, Transmission Charges and the estimated state gross receipts tax, but does not include Distribution Charges from your EDC or other Federal, state or local taxes or charges. Other applicable Federal, state and local taxes and charges will be in addition to your price. The price may vary on a monthly basis beginning after the first month, with no advance or other notice, based on an evaluation of a number of factors that affect your price of electricity. These factors may include, without limitation: the cost to us to supply electricity in the PJM Interconnection, L.L.C. market, which are impacted among other factors by fuel charges and demand for electricity; applicable fees, charges, costs and expenses; anticipated margins; competitive pricing; and other market and business conditions. Market-related factors affecting prices for electricity may include, without limitation, energy, capacity, settlement, ancillary services, renewable energy, Distribution Charges and other factors. If you wish to find out your current variable price, you may contact us by phone or email using the contact information for us set forth in the Contact Information section of this Disclosure Statement.
- b. The starting price for your variable rate will be \$0.xx per kilowatt-hour. There is no ceiling price for month-to-month variable products.
- c. **Fixed** – You will pay EGS RATE per Kwh for electric generation service. The price will remain constant for the length of agreement once the switch has taken effect. This price includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Taxes. Our fixed price may be higher or lower than what your utility charges in any particular month due to the energy markets.

### **2. LENGTH OF AGREEMENT**

- a. If you are enrolled on a fixed term product, you will buy your electricity generation service from us under this Agreement beginning on a date set by your EDC for the address(s) listed above and will continue through date of expiration. This period may be referred to as the Initial Term.
- b. If you are enrolled on a month-to-month variable product, you will buy your electricity generation service from us under this Agreement beginning on the date set by your EDC and will continue on a month-to-month basis until cancelled by you or otherwise cancelled as described in this Agreement.

### **3. CANCELLATION**

- a. Residential Customers – (a) You may cancel your Agreement to purchase electricity by providing 30 days advance notice. To cancel this Agreement, please contact us by phone at 1-888-875-1711. You will be responsible for payment of all FPP charges incurred up to the date of cancellation. In addition, if you have a fixed term agreement with us and you cancel this Agreement before the end of your Initial Term, you may be responsible for the

cancellation fee under Section 4. This Agreement is cancelled if you move and you will not be charged an early cancellation fee.

- b. If your electric service is terminated by your EDC, then this Agreement is cancelled as of the date that your electric service is terminated. Your EDC will give you notice in the time frame prescribed by the PUC before it terminates your electric service. You will be responsible for payment to us for all unpaid amounts and charges incurred for electric generation service up to the date of termination. In addition, if you have a fixed term agreement with us and this Agreement is cancelled before the end of your Initial Term, you will also be responsible for the early cancellation fee under Section 4.
- c. If we cancel this Agreement for any reason other than for your non-payment, we will follow applicable rules in providing notice to you. You will be responsible for payment to us for all unpaid amounts and charges incurred for electric generation service up to the date of cancellation. Some reasons why this Agreement may be canceled include, without limitation: (i) if your EDC is unable to read your meter for three (3) consecutive months; (ii) if at any time you request separate bills from your EDC and FPP; (iii) changes in laws, rules or regulations which have the effect of increasing our costs of supplying electricity to you; or (iv) if the EDC removes you from their consolidated billing program and requires that we bill you separately for your electricity supply.

#### **4. EARLY CANCELLATION FEE**

- a. IF YOU HAVE A FIXED TERM AGREEMENT WITH US WHICH IS 6 MONTHS OR GREATER IN LENGTH, AND YOU CANCEL THIS AGREEMENT AFTER THE THREE (3) BUSINESS DAY RESCISSION PERIOD REFERENCED IN THIS DISCLOSURE STATEMENT AND BEFORE THE END OF YOUR INITIAL TERM, THEN YOU WILL BE CHARGED A \$50 CANCELLATION FEE. This cancellation fee will not be charged (i) following the expiration of the Initial Term, (ii) if you provide advance notice to us that you are cancelling this Agreement because you are relocating to a new address and provide sufficient evidence of your relocation to a new service address, or (iii) if cancellation is made within the applicable rescission period.

#### **5. ASSIGNMENT**

We may without your consent assign, sell or pledge this Agreement or its accounts, revenues or proceeds. An assignment of this Agreement must be made to an electric generation supplier licensed in Pennsylvania and shall be on the same terms as in this Agreement. If an assignment of this Agreement is to be made, we will notify you in writing at least thirty (30) days prior to the assignment date. This notice will include the date that the assignment will be effective, the name and address of the new electric generation supplier, the name, address and telephone number for a customer representative for the new supplier, and the reason for the assignment. If you are unhappy with the assignment, you may file a complaint with the PUC.

#### **6. RENEWAL PROVISIONS/AGREEMENT EXPIRATION/CHANGE IN TERMS**

If you have a fixed term Agreement with us and it is approaching the expiration date (renewal period), or if we propose to change your terms of service, then

we will send you two (2) advance written notices either in your bill or in separate mailings or emails between 45 and 90 days before the expiration date or effective date of the change of terms, as the case may be. We will explain your options in these two (2) advance notices.

**7. DISPUTE PROCEDURES**

- a. Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

**8. CONTACT INFORMATION**

Generation Supplier Name: First Point Power, LLC  
Address: 1485 South County Trail  
East Greenwich, RI 02818

Phone Number: 401-684-1443  
Toll Free: 888-875-1711  
Internet Address: [www.FirstPointPower.com](http://www.FirstPointPower.com)

Electric Distribution Company Name: \_\_\_\_\_

Electric Distribution Company Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Electric Distribution Company Phone Number: \_\_\_\_\_

Provider of Last Resort Name: \_\_\_\_\_

Provider of Last Resort Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Provider of Last Resort Phone Number: \_\_\_\_\_

Public Utility Commission (PUC)  
Address: P.O. Box 3265 Harrisburg, PA 17105-3265  
Choice Hotline Number: 1-800-692-7380

Universal Service Program Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_



First Point Power, LLC  
1485 S County Trail  
East Greenwich, RI 02818

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Rosemary Chiavetta, Secretary  
Commonwealth of Pennsylvania  
Pennsylvania Public Utility Commission  
Harrisburg, PA 17105-3265



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Mo. Day		

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