



## Application Form for Parties Wishing to Offer, Render, Furnish, or Supply Electricity or Electric Generation Services to the Public in the Commonwealth of Pennsylvania

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- **Contents of Electric Generation Supplier (EGS) License Application Package**

- I. License Application. (Sections 1-14)
- II. Affidavits (Appendix A & B)
- III. Certificate of Service (Appendix C)
- IV. Financial Instrument Templates (Appendix D, E, F, G, & H)
- V. Tax Certification Statement (Appendix I)
- VI. Disclosure Statement (Appendix J).
- VII. Newspaper Publication Template For EGS Only (Appendix K).
- VIII. Newspaper Publication Template For Combined EGS and NGS (Appendix L).
- IX. Electronic Data Interchange Contacts (Appendix M).

- **Instructions**

- Filling out the Application and Labeling Attachments

You may use the attached form to make your application. **(Remove the cover sheets prior to filing.)** If you need more space than is provided on this form or if you are attaching exhibits, state in the relevant section of the body of the application “**see attachment \_**” or “**see exhibit \_**”. Be sure to **label all attachments and exhibits in correspondence with the relevant section of the application**. Lastly, be sure to answer all questions, including questions that may not be applicable.

**Incomplete applications or those missing any attachments are unacceptable for filing and will be returned or delayed for processing until the required information is sent to the Commission’s Secretary’s Bureau.**

**Fee for filing application is \$350 payable to “Commonwealth of PA” in the form of certified check or money order. The Commission does not accept corporate or personal checks.**

*Version Revised 12/29/21*

- **Pertinent Legal Framework for Electric Generation Supplier Licensing**

- Requirements for Electric Generation Suppliers, 66 Pa. C.S. Section 2809
- Customer information Disclosure Requirements, 52 Pa. Code §§ 54.1 - 54.10.
- Supplier Licensing Requirements, 52 Pa. Code §§ 54.31 - 54.43.
- Standards and Billing Practices for Residential Utility Service. 52 Pa. Code Ch. 56.

*Referenced law can be found on the Commission website, [www.puc.pa.gov](http://www.puc.pa.gov), under regulatory information. As well, Title 52 (Public Utilities of the Pa. Code is available online at [www.pacode.com](http://www.pacode.com). Copies are available from Fry Communications at (717) 766-0211.*

- **Change to Information Provided in Application**

- The Applicant is under a duty to inform the Commission of a material change in the information provided in the application during the pendency of the application, or while the licensee is operating in Pennsylvania. For more information, see 52 Pa. Code § 54.34.
- Hard Copy Filing

To file a hard copy application with the Pennsylvania Public Utility Commission, **file a signed in ink and verified (via notarized application affidavit – Appendix A) original and a cd-rom containing a searchable PDF version** of your entire application with the Commission's Secretary's Office in Harrisburg, Pennsylvania at:

**Pennsylvania Public Utility Commission  
Secretary  
400 North Street, Keystone Building  
Harrisburg, PA 17120**

- Electronic Filing (e-filing)

To file an electronic version of the application, visit the Commission's e-filing page and follow the instructions. The page is located at <http://www.puc.pa.gov/efiling/default.aspx>. Also, see 52 Pa. Code Chapters 1 and 5.

**IMPORTANT BONDING NOTE** - bonding requirements cannot be filed electronically. If filing electronically, applicants must separately file an **original** version of the bond/letter of credit/parental guarantee with the Commission Secretary via **overnight** mail. In the e-filing, Applicant should reference that the **original** bond/letter of credit/parental guarantee is being filed separately and should exclude any copies of the bond/letter of credit/parental guarantee from the pdf file.

**IMPORTANT AFFIDAVIT NOTE – Affidavits must be notarized before they are e-filed.**

- Questions

Questions pertaining to completion of this application may be directed to the Bureau of Technical Utility Services at the above address or you may call the Bureau at the following number: (717)783-5242.

- **Electric Cooperative Corporations**

15 Pa. C.S. Ch. 74 provides for Electric Cooperative Corporations to be certified by the Commission rather than licensed. Electric Cooperative Corporations seeking certification should use the attached Application. Commission Orders or Secretarial Letters issued in response to applications for certification will reflect the appropriate language.

- **Suppliers / Aggregators / Brokers / Marketers**

All applicants must complete ALL parts of the attached application. Pennsylvania Consolidated Statutes, Title 66 Pa. C.S. Section 2803 defines the licensing categories at the following link:  
<https://www.legis.state.pa.us/cfdocs/legis/LI/consCheck.cfm?txtType=HTM&ttl=66&div=0&chpt=28&sctn=3&subctn=0>. Commission Orders or Secretarial Letters issued in response to applications seeking to provide such services will reflect appropriate language.

- **Subcontractors**

Any individual or commercial entity, such as a telemarketing firm, door-to-door salesman or company, or auction-type website, that provides marketing services to retail customers for electrical supply services **under contract to a single licensed EGS**, is not required to obtain an EGS license. However, any individual or commercial entity under contract to multiple EGS entities must obtain an EGS license.

- **Confidential Documents**

All information disclosed within this application is considered public information unless specifically labeled confidential. **You have the responsibility to identify privileged or confidential information to the Secretary's Bureau when making your filing. You should submit one copy of all confidential information, on documents stamped "CONFIDENTIAL" at the top in clear and conspicuous letters, in a separate envelope (but still attached to the application) to the Secretary's Office along with the Application.** For more information, see 52 Pa. Code § 54.32.

If you have e-filed your application, separately mail in any confidential information specifically identifying that you have e-filed the application. Be sure to specify the Applicant's name, and provide the e-filing confirmation page.

#### **INITIAL AND ONGOING FEES**

- **\$350 Filing Fee with Application by certified check or money order**
- **\$350 Filing Fee for any amendments or changes to an existing license**
- **An Annual Fee of \$350 to maintain license**
- **Annual supplemental fee based on annual gross intrastate revenues (not applicable to brokers and marketers).**

**DETACH INSTRUCTIONS FROM APPLICATION WHEN FILING**

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of \_\_\_\_\_, d/b/a \_\_\_\_\_, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) [as specified in item #4b below] to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

### 1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (*including any fictitious name or d/b/a*), primary address, web address, and telephone number of Applicant:
  
  
  
  
  
  
  
  
  
  
- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.
  
  
  
  
  
  
  
  
  
  
- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.
  
  
  
  
  
  
  
  
  
  
- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.
  
  
  
  
  
  
  
  
  
  
- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** Provide the name, title, address, telephone number, FAX number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

## 2. BUSINESS ENTITY FILINGS AND REGISTRATION

a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

The Applicant will be using a fictitious name or doing business as (“d/b/a”)

Provide a copy of the Applicant’s filing with Pennsylvania’s Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

**or**

The Applicant will not be using a fictitious name.

b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

*(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)*

The Applicant is a sole proprietor.

- If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

**or**

The Applicant is a:

- domestic general partnership (\*)
- domestic limited partnership (15 Pa. C.S. §8511)
- foreign general or limited partnership (15 Pa. C.S. §4124)
- domestic limited liability partnership (15 Pa. C.S. §8201)
- foreign limited liability general partnership (15 Pa. C.S. §8211)
- foreign limited liability limited partnership (15 Pa. C.S. §8211)

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant’s charter documentation.
- \* If a corporate partner in the Applicant’s domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant’s Department of State filing pursuant to 15 Pa. C.S. §4124.

**or**

The Applicant is a:

- domestic corporation (15 Pa. C.S. §1308)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- foreign limited liability company (15 Pa. C.S. §8981)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.
- Give name and address of officers.

### 3. **AFFILIATES AND PREDECESSORS**

*(both in state and out of state)*

**a. AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

**b. PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

## 4. OPERATIONS

a. **APPLICANT'S PRESENT OPERATIONS:** *(select and complete the appropriate statement)*

Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation
- electric cooperative
- local gas distribution company
- provider of electric generation, transmission or distribution services
- broker/marketer engaged in the business of supplying electricity services
- Other; Identify the nature of service being rendered.

**or**

The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a *(may check multiple)*:

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
  - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

d. **PROPOSED SERVICE AREA:** Check the box of each Electric Distribution Company for which the Applicant proposes to provide service.

- Citizens' Electric
- Duquesne Light
- Met-Ed
- PECO
- Penelec
- Penn Power

- Pike
- PPL
- UGI Utilities
- Wellsboro
- West Penn

Entire Commonwealth of PA

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -

This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted directly to residential and/or small commercial customers.** Further information may be found in the Requirements Applicable to Mixed Meter Scenarios Secretarial Letter served March 25, 2011, at Docket No. M-2009-2082042.

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.



## 5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

- b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, in the Commonwealth of Pennsylvania or any state, filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

- d. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above.

## 6. PROOF OF SERVICE

**Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.**  
(Example Certificate of Service is attached at Appendix C)

- a. **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2 West  
Harrisburg, PA 17120

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

Department of Revenue  
Bureau of Compliance  
PO Box 281230  
Harrisburg, PA 17128-1230

Office of the Small Business Advocate  
Commerce Building, Suite 202  
300 North Second Street  
Harrisburg, PA 17101

- b. **EDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Electric Distribution Companies the Applicant proposed to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14. Contact information for each EDC is as follows.

**Pike County Light & Power Company:**  
Vice President – Energy Supply  
Corning Natural Gas Holding Corporation  
330 West William Street  
Corning, NY 14830

**West Penn:**  
Legal Department  
West Penn Power d/b/a Allegheny Power  
800 Cabin Hill Drive  
Greensburg, PA 15601-1689

**PECO:**  
Manager Energy Acquisition  
PECO Energy Company  
2301 Market Street  
Philadelphia, PA 19101-8699

**Duquesne Light:**  
Regulatory Affairs  
Duquesne Light Company  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

**PPL:**  
Office of General Counsel  
Attn: Kimberly A. Klock  
PPL  
Two North Ninth Street (GENTW3)  
Allentown, PA 18101-1179

**Met-Ed, Penelec, and Penn Power:**

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

**UGI:**

UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
1 UGI Drive  
Denver, PA 17517

**Citizens' Electric Company:**

Citizens' Electric Company  
Attn: EGS Coordination  
1775 Industrial Boulevard  
Lewisburg, PA 17837

**Wellsboro Electric Company:**

Wellsboro Electric Company  
Attn: EGS Coordination  
33 Austin Street  
P. O. Box 138  
Wellsboro, PA 16901

**7. FINANCIAL FITNESS**

a. **BONDING:** In accordance with 66 Pa. C.S. Section 2809(c)(1)(i), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **ORIGINAL** of another initial security for Commission approval, to ensure financial responsibility, such as a parental guarantee, in the amount of \$250,000.
- For Marketers and Brokers** - Filing for a modification to the \$250,000 requirement and furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

**CRITICAL BONDING NOTES:**

Applicant is required to maintain a bond or other financial instrument the entire time it maintains an EGS license with the Commonwealth of Pennsylvania. If Applicant's security instrument is not continuous, Applicant **MUST** submit a Rider, Amendment, or Continuation Certificate annually based on the expiration date of its security instrument.

At least sixty days (60) prior to the security instrument's expiration date, Applicant should contact Stephen Jakab at [sjakab@pa.gov](mailto:sjakab@pa.gov) to determine the appropriate bonding amount based on a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, Applicant should overnight the updated security instrument(s) at least thirty (30) days prior to the expiration date to ensure adequate time for staff review and approval of the security instrument(s).

Template versions of a continuous bond, fixed-term bond, continuous letter of credit, and parental guarantee are attached at Appendix E, F, G, & H, respectively. Applicant's security must follow language from these examples, and must include the unmodified language outlined in Appendix D. Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.

- b. FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:
- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
  - Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
  - Applicant's accounting statements, including balance sheet and income statements for the past two years.
  - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
  - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
  - Audited financial statements exhibiting accounts over a minimum two year period.
  - Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.
- c. SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.
- d. BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.
- e. ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.
- f. TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix I to this application.

*All sections of the Tax Certification Statement must be completed. Submitting N/A on either the Sales Tax License Number or the Employer ID Number (items 7A and 7B) shall be accompanied by supporting documentation or an explanation validating the absence of such information.*

*Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.*

## 8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by electric utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

**a. EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the electricity industry.
- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

**b. PROPOSED MARKETING METHOD** (*check all that apply*)

- Internal – Applicant will use its own internal resources/employees for marketing
- External EGS – Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate – Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party – Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- Other (Describe):

**c. DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

f. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number \_\_\_\_\_.
- Not applicable

## 9. DISCLOSURE STATEMENTS:

**Disclosure Statements:** If proposing to serve Residential and/or Small Commercial (under 25 kW) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix J to this Application.

- Electricity should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

***Not applicable for an applicant applying for a license exclusively as a broker/marketer.***

## 10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:

- proof of registration as a PJM Load Serving Entity (LSE), or
- proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

*(Select only one of the following)*

- AGREED - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

**b. STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

AGREED

**c. REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on [http://www.puc.pa.gov/consumer\\_info/electricity/alternative\\_energy.aspx](http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx). Scroll down to the Net Metering Standards Section.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(d).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

d. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. Section 2809(D). Transferee will be required to file the appropriate licensing application.

AGREED

e. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling electricity in the Commonwealth of PA, and an annual supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

ACKNOWLEDGED

f. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 54.34.

AGREED

g. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

AGREED

h. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within twenty (20) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 54.34.

AGREED

i. **CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.

AGREED

j. **Electronic Data Interchange:** The Applicant acknowledges the Electronic Data Interchange (EDI) requirements and the relevant contacts for each EDC, as listed at Appendix M.

AGREED

k. **FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by **CERTIFIED CHECK OR MONEY ORDER** in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

PAYMENT ENCLOSED



## 11. AFFIDAVITS

**Must be notarized before filing.**

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.
- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

## 12. NEWSPAPER PUBLICATIONS

**Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.**

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

The chart below dictates which newspapers are necessary for each EDC. For example, an applicant that wants to operate in Penn Power would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News or Philadelphia Inquirer	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Citizens' Electric						X	
Duquesne				X			
Met Ed		X	X		X		
PECO			X				
Penelec	X	X			X	X	X
Penn Power	X			X			
Pike					X		
PPL		X	X		X	X	
UGI					X		
Wellsboro						X	
West Penn		X		X		X	X
Entire Commonwealth	X	X	X	X	X	X	X

*(Newspaper Publication Templates are provided at Appendices K and L)*

**13. SIGNATURE**

Applicant: \_\_\_\_\_

By: \_\_\_\_\_

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

**14. CHECKLIST**

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections are complete.

**Applicant:** \_\_\_\_\_

Applicant's Use	<b>Signature</b>	
	<b>Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY)</b>	
	<b>Application Affidavit</b>	
	<b>Operations Affidavit</b>	
	<b>Proof of Publication</b>	
	<b>Bond, Letter of Credit, or Parental/Affiliate Guarantee</b>	
	<b>Tax Certification Statement</b>	
	<b>Commonwealth Department of State Verification</b>	
	<b>Certificate of Service</b>	

PUC Secretary's Bureau Use

**Appendix A**

**APPLICATION AFFIDAVIT**

[Commonwealth/State] of \_\_\_\_\_ :

: ss.

County of \_\_\_\_\_ :

\_\_\_\_\_, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the \_\_\_\_\_ (Office of Affiant) of \_\_\_\_\_ (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That the Applicant herein \_\_\_\_\_ has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

That the Applicant herein \_\_\_\_\_ has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein \_\_\_\_\_ acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein \_\_\_\_\_ acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of official administering oath

My commission expires \_\_\_\_\_.

**Appendix B**

**OPERATIONS AFFIDAVIT**

[Commonwealth/State] of \_\_\_\_\_ :

: ss.

County of \_\_\_\_\_ :

\_\_\_\_\_, Affiant, being duly [sworn/affirmed] according to law,  
deposes and says that:

[He/she is the \_\_\_\_\_ (Office of Affiant) of \_\_\_\_\_  
(Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That \_\_\_\_\_, the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations 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.

That \_\_\_\_\_, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render electric service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That \_\_\_\_\_, the Applicant herein, certifies to the Commission that it is subject to \_\_\_\_\_, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2 ), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

As provided by 66 Pa. C.S. §2810 (C)(6)(iv), Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

## Appendix B (Continued)

That \_\_\_\_\_, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, §2807 (C), §2807(D)(2), §2809(B) and the standards and billing practices of 52 PA. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.

\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of official administering oath

My commission expires \_\_\_\_\_.

## Appendix C

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

### Example CERTIFICATE OF SERVICE

On this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

Bureau of Investigation & Enforcement  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2 West  
Harrisburg, PA 17120

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, PA 17120

Office of Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

Department of Revenue  
Bureau of Compliance  
PO Box 281230  
Harrisburg, PA 17128-1230

Small Business Advocate  
Commerce Building, Suite 202  
300 North Second Street  
Harrisburg, PA 17101

Vice President – Energy Supply  
Corning Natural Gas Holding Corporation  
330 West William Street  
Corning, NY 14830

Legal Department  
West Penn Power d/b/a Allegheny Power  
800 Cabin Hill Drive  
Greensburg, PA 15601-1689

Manager Energy Acquisition  
PECO Energy Company  
2301 Market Street  
Philadelphia, PA 19101-8699

Regulatory Affairs  
Duquesne Light Company  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

Office of General Counsel  
Attn: Kimberly A. Klock  
PPL  
Two North Ninth Street (GENTW3)  
Allentown, PA 18101-1179

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
1 UGI Drive  
Denver, PA 17517

Citizens' Electric Company  
Attn: EGS Coordination  
1775 Industrial Boulevard  
Lewisburg, PA 17837

Wellsboro Electric Company  
Attn: EGS Coordination  
33 Austin Street  
P. O. Box 138  
Wellsboro, PA 16901

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**John Doe, President ABC Corp.**

## Appendix D

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

### Electric Generation Supplier License Financial Instruments

Bonds or other financial instruments submitted in order to satisfy the licensing process must comply with the following:

The financial instrument, in the amount of \$250,000 for suppliers/aggregators or \$10,000 for brokers/marketers, should name the Pennsylvania Public Utility Commission as the obligee or beneficiary, and should contain the following unmodified language:

...“ in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. 2809(c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. 101, et seq. and the rules and regulation of the Pennsylvania Public Utility Commission by the Principal as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. 2810; to ensure the payment of annual fees as authorized by Act 155 of 2014; to adhere to the requirements of the Alternative Energy Portfolio Standards Act, 73 P.S. § 1648.1 et seq. and 52 Pa.Code 75.1 et seq.; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangement. Payment of claims shall have the following priority: (I) The Commonwealth of Pennsylvania; (II) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (III) Private Individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for the payment of any other tax obligations owed to the Commonwealth of Pennsylvania.”

The **ORIGINAL** financial instrument must be submitted, preferably by overnight delivery, to the Secretary of the Pennsylvania Public Utility Commission, 400 North Street, Keystone Building, Harrisburg, PA 17120. If the application is approved, the entry date of the Commission’s Order will be the effective date of the license.

Applicants should **CHOOSE ONE** financial instrument template from Appendices E through H.

Appendix E

Continuous Bond Template

Bond Number: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that [APPLICANT NAME] as Principal, and [NAME OF SURETY COMPANY] of [CITY], [STATE], as Surety, are firmly bound unto Pennsylvania Public Utility Commission, as Obligee, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that Whereas the Principal has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

NOW THEREFORE, the condition of this obligation is such that the Principal must act in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. 2809(c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. 101, et seq. and the rules and regulation of the Pennsylvania Public Utility Commission by the Principal as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. 2810; to ensure the payment of annual fees as authorized by Act 155 of 2014; to adhere to the requirements of the Alternative Energy Portfolio Standards Act, 73 P.S. § 1648.1 et seq. and 52 Pa.Code 75.1 et seq.; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangement. Payment of claims shall have the following priority: (I) The Commonwealth of Pennsylvania; (II) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (III) Private Individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for the payment of any other tax obligations owed to the Commonwealth of Pennsylvania.

NOW THEREFORE, if the Principal shall, during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an electric generation supplier licensed in Pennsylvania, fulfill its obligation to pay the Gross Receipts Tax to the Commonwealth, fulfill its payment of the annual fees, adhere to the requirements of the Alternative Energy Portfolio Standards Act, and fulfill its obligation to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

PROVIDED, the Surety may terminate its future liability under this Bond sixty (60) days after furnishing written notice of such intention to terminate. This termination shall not affect the liability of the Surety and the Principal for any liability incurred by the Principal prior to the effective date of such termination. Any claim under this bond must be instituted within three (3) months of the effective date of termination.

THIS BOND WILL REMAIN IN FULL FORCE AND EFFECT and shall be deemed to be a continuing obligation until terminated. Surety may at any time terminate its liability by giving sixty (60) days written notice of the Obligee, and Surety shall not be liable for any default after such sixty-day notice period, except for defaults occurring prior thereto.

Signed, sealed and dated [MONTH DAY, YEAR].

\_\_\_\_\_  
Principal

COUNTERSIGNED BY

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Surety Agent

By \_\_\_\_\_  
Attorney-in-Fact



Appendix F

**Fixed-Term Bond Template**

Bond Number: \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS** that **[APPLICANT NAME]** as Principal, and **[NAME OF SURETY COMPANY]** of **[CITY], [STATE]**, as Surety, are firmly bound unto Pennsylvania Public Utility Commission, as Obligee, in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States of America for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly, severally, and firmly by these presents.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, that Whereas the Principal has made application for a license to the Obligee to offer, render, furnish or supply electricity or electric generation services to the public.

**NOW THEREFORE**, the condition of this obligation is such that the Principal must act in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. 2809(c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. 101, et seq. and the rules and regulation of the Pennsylvania Public Utility Commission by the Principal as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. 2810; to ensure the payment of annual fees as authorized by Act 155 of 2014; to adhere to the requirements of the Alternative Energy Portfolio Standards Act, 73 P.S. § 1648.1 et seq. and 52 Pa.Code 75.1 et seq.; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangement. Payment of claims shall have the following priority: (I) The Commonwealth of Pennsylvania; (II) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (III) Private Individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for the payment of any other tax obligations owed to the Commonwealth of Pennsylvania.

**NOW THEREFORE**, if the Principal shall, during the period commencing on the aforesaid date, faithfully observe and honestly comply with such rules, regulations and statutes that are applicable to an electric generation supplier licensed in Pennsylvania, fulfill its obligation to pay the Gross Receipts Tax to the Commonwealth, fulfill its payment of the annual fees, adhere to the requirements of the Alternative Energy Portfolio Standards Act, and fulfill its obligation to deliver electricity at retail in accordance with contracts, agreements and arrangements, require the execution of this bond, then this obligation shall become void and of no effect.

**PROVIDED**, the Surety may terminate its future liability under this Bond sixty (60) days after furnishing written notice of such intention to terminate. This termination shall not affect the liability of the Surety and the Principal for any liability incurred by the Principal prior to the effective date of such termination. Any claim under this bond must be instituted within three (3) months of the effective date of termination.

**THIS BOND WILL EXPIRE [MONTH DAY, YEAR]**, but may be continued by continuation certificate signed by Principal and Surety. Surety may at any time terminate its liability by giving sixty (60) days written notice of the Obligee, and Surety shall not be liable for any default after such sixty-day notice period, except for defaults occurring prior thereto.

Signed, sealed and dated **[MONTH DAY, YEAR]**.

\_\_\_\_\_  
Principal

COUNTERSIGNED BY

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Surety Agent

By \_\_\_\_\_  
Attorney-in-Fact

## Appendix G

<b>Continuous Letter of Credit Template</b>
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<b>ISSUING BANK, HEREINAFTER SURETY:</b> [Bank Name] [Bank Address]	<b>IRREVOCABLE STANDBY LETTER OF CREDIT</b>	<b>NUMBER</b>
<b>PLACE OF ISSUE, HEREINAFTER SURETY LOCATION:</b> [Bank Location]	<b>AMOUNT: USD \$_____</b> UP TO AN AGGREGATE THEREOF	
<b>APPLICANT:</b>	<b>BENEFICIARY:</b> PENNSYLVANIA PUBLIC UTILITY COMMISSION 400 NORTH STREET HARRISBURG, PA 17120	
<b>DATE OF ISSUE:</b> [Date of Issue]	<b>PLACE AND DATE OF EXPIRY:</b> [Expiration Date] AT OUR COUNTERS	
<b>PARTIAL DRAWINGS PERMITTED</b>	<b>CREDIT AVAILABLE WITH:</b> [Bank Name] [Bank Division] [Bank Address]  <b>BY: PAYMENT</b> AGAINST PRESENTATION OF DOCUMENTS DETAILED HEREIN AND DRAFTS AT SIGHT  <b>DRAWN ON:</b> [Bank Name] [Bank Location]	

LADIES/GENTLEMEN,

WE HEREBY ISSUE OUR IRREVOCABLE LETTER OF CREDIT NO. **[LETTER OF CREDIT NUMBER]** IN YOUR FAVOR FOR THE ACCOUNT OF **[APPLICANT NAME]**, HEREINAFTER PRINCIPAL, FOR AN AGGREGATE AMOUNT UP TO USD \_\_\_\_\_ (\_\_\_\_\_ US DOLLARS). THIS LETTER OF CREDIT WILL EXPIRE ON **[MONTH DAY, YEAR]**.

THIS LETTER OF CREDIT IS WRITTEN IN ACCORDANCE WITH SECTION 2809(C)(1)(I) OF THE PUBLIC UTILITY CODE, 66 PA. C.S. 2809(C)(1)(I), TO ASSURE COMPLIANCE WITH APPLICABLE PROVISIONS OF THE PUBLIC UTILITY CODE, 66 PA. C.S. 101, ET SEQ. AND THE RULES AND REGULATION OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION BY THE PRINCIPAL AS A LICENSED ELECTRIC GENERATION SUPPLIER; TO ENSURE THE PAYMENT OF GROSS RECEIPTS TAX AS REQUIRED BY SECTION 2810 OF THE PUBLIC UTILITY CODE, 66 PA. C.S. 2810; TO ENSURE THE PAYMENT OF ANNUAL FEES AS AUTHORIZED BY ACT 155 OF 2014; TO ADHERE TO THE REQUIREMENTS OF THE ALTERNATIVE ENERGY PORTFOLIO STANDARDS ACT, 73 P.S. § 1648.1 ET SEQ. AND 52 PA.CODE 75.1 ET SEQ.; AND TO ENSURE THE SUPPLY OF ELECTRICITY AT RETAIL IN ACCORDANCE WITH CONTRACTS, AGREEMENTS OR ARRANGEMENT. PAYMENT OF CLAIMS SHALL HAVE THE FOLLOWING PRIORITY: (I) THE COMMONWEALTH OF PENNSYLVANIA; (II) ELECTRIC DISTRIBUTION COMPANIES FOR THE REIMBURSEMENT OF GROSS RECEIPTS TAX; AND (III) PRIVATE INDIVIDUALS. PROCEEDS OF THE LETTER OF CREDIT MAY NOT BE USED TO PAY ANY PENALTIES OR FINES LEVIED AGAINST THE PRINCIPAL FOR VIOLATIONS OF THE LAW, OR FOR THE PAYMENT OF ANY OTHER TAX OBLIGATIONS OWED TO THE COMMONWEALTH OF PENNSYLVANIA.

## Appendix G (Continued)

THE SAID AMOUNT IS AVAILABLE BY DRAFTS ON US BY THE PENNSYLVANIA PUBLIC UTILITY COMMISSION ("PUC") AT SIGHT ACCOMPANIED BY THE PUC'S LETTER REQUESTING PAYMENT UNDER THIS CREDIT AND PURPORTEDLY SIGNED BY EITHER AN OFFICER OF THE PUC OR THE SECRETARY OF THE PUC. SUCH LETTER FROM THE PUC SHALL INCLUDE THE PRINCIPAL'S NAME, A STATEMENT OF THE AMOUNT OWED THE PUC, AND A STATEMENT THAT "SUCH AMOUNT IS DUE TO THE PUC PURSUANT TO THE PUBLIC UTILITY CODE, THE GROSS RECEIPTS TAX, THE ANNUAL FEES, THE REQUIREMENTS OF THE ALTERNATIVE ENERGY PORTFOLIO STANDARDS ACT, OR ELECTRICITY SUPPLY OBLIGATIONS OF PRINCIPAL'S LICENSE TO OFFER, RENDER, FURNISH OR SUPPLY ELECTRICITY OR ELECTRIC GENERATION SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA; AND, THAT PRINCIPAL FAILED TO PAY THAT AMOUNT."

PARTIAL DRAWINGS ARE PERMITTED UNDER THIS CREDIT.

THIS LETTER OF CREDIT EXPIRES AT THIS OFFICE AT OUR CLOSE OF BUSINESS ON [MONTH DAY, YEAR].

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR EACH FROM THE PRESENT OR ANY FUTURE EXPIRY DATE, UNLESS WE NOTIFY YOU IN WRITING AT LEAST 90 DAYS PRIOR TO SUCH EXPIRY DATE THAT WE ELECT NOT TO FURTHER EXTEND THIS LETTER OF CREDIT UPON RECEIPT OF SUCH NOTICE, YOU MAY DRAW ON THIS LETTER OF CREDIT, UP TO THE UNUSED BALANCE, BY PRESENTATION OF YOUR SIGHT DRAFT DRAWN ON SURETY, AT SURETY LOCATION, ON OR BEFORE THE THEN RELEVANT EXPIRY DATE.

EACH DRAFT MUST BE MARKED TO INCLUDE THE SURETY NAME, SURETY LOCATION, AND LETTER OF CREDIT NUMBER.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600".

WE HEREBY AGREE WITH YOU THAT YOUR DRAFTS DRAWN HEREUNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO US AT OUR ADDRESS SHOWN ABOVE BEFORE OUR CLOSE OF BUSINESS ON THE ABOVE MENTIONED DATE.

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AUTHORIZED SIGNATURE

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AUTHORIZED SIGNATURE

## Appendix H

### [Parent/Affiliate] Company Guarantee Template

Guarantee made this [Month] [Day], [Year], by [GUARANTOR COMPANY NAME], a corporation organized under the laws of [STATE, COUNTRY], herein referred to as the “guarantor,” to the Pennsylvania Public Utility Commission (“PUC”), beneficiary, on behalf of our [subsidiary/affiliate] [SUBSIDIARY/AFFILIATE NAME] of [Street Address, City, State Zip Code, Country].

WHEREAS, [Subsidiary/Affiliate name] may satisfy the financial security requirements for electric generation supplier (“EGS”) licensing by relying upon a guarantor that meets the financial security requirements of the Public Utility Code, 66 Pa. C.S. 101, *et seq.* and the rules and regulations of the Pennsylvania Public Utility Commission.

WHEREAS, the guarantor has full authority and capacity to enter into this guarantee under its bylaws, articles of incorporation, and the laws of [Guarantor’s State or Country of Incorporation].

NOW THEREFORE, in consideration of and in order to induce the Commission to grant [Subsidiary/Affiliate Name]’s application for or amendment to a license to serve as an EGS in the Commonwealth of Pennsylvania pursuant to 66 Pa. C.S. 2809 and 52 Pa. Code 54.31-54.43, guarantor hereby covenants and agrees to the following provisions:

1. This guarantee is being issued to comply with the statutes and regulations of and orders issued by the PUC, an agency of the Commonwealth of Pennsylvania. This guarantee is being issued pursuant to Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. 2809(c)(1)(i), to ensure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. 101, *et seq.* and the rules and regulations of the Pennsylvania Public Utility Commission by the Principal as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. 2810; to ensure the payment of annual fees as authorized by Act 155 of 2014; to adhere to the requirements of the Alternative Energy Portfolio Standards Act, 73 P.S. § 1648.1 *et seq.* and 52 Pa.Code 75.1 *et seq.*; and to ensure the supply of electricity at retail in accordance with contracts, agreements, or arrangements, including arrangements in the wholesale electricity market where electric generation suppliers purchase electricity and resell to customers in the Pennsylvania retail market.

2. This guarantee is issued to provide financial assurance in the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), lawful money of the United States of America, pursuant 66 Pa. C.S. 2809, 52 Pa. Code 54.40, and 73 P.S. 1648.1 *et seq.*

3. [Guarantor Name] is a [insert legal structure] duly organized and validly existing under the law of [State of Incorporation] and has the power and authority to execute, deliver, and carry out the terms and provisions of this guarantee.

4. No authorization, approval, consent, or order of, for registration or filing with, any court or other governmental body having jurisdiction over guarantor is required on the part of guarantor for the execution and delivery of this guarantee.

## Appendix H (Continued)

5. The guarantor has an investment grade long-term bond rating from at least two of the four following rating agencies:

Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff and Phelps Credit Rating Company	BBB- or higher.

6. For value received from [SUBSIDIARY/AFFILIATE NAME], and pursuant to the guarantor's authority to enter into the guarantee, the guarantor guarantees to the PUC that, if the licensed EGS fails to pay the Gross Receipts Tax; to pay the annual fees; to adhere to the requirements of the Alternative Energy Portfolio Standards Act; or to deliver electricity at retail in accordance with contracts, agreements and arrangements in both the retail and wholesale electricity markets, the guarantor shall make the required monetary disbursements up to and including the full amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). Payment of claims shall have the following priority: (I) The Commonwealth of Pennsylvania; (II) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (III) Private Individuals.

7. The guarantor agrees to submit annually within 90 days of the close of the parent/affiliate guarantor's fiscal year, an Affidavit from the guarantor's Chief Financial Officer of Parent/Affiliate:

- a. detailing the corporate process by which the Guarantee can be made;
- b. listing the long-term bond rating from at least two of the four following rating agencies: Standard & Poors, Moody's Investors' Services, Fitch IBCA, and Duff and Phelps Credit Rating Company
- c. certifying that the Parent/Affiliate maintains an investment grade long-term bond rating from at least two of the aforementioned rating agencies.
- d. and certifying that the Parent/Affiliate will notify the Commission if its rating from any of the following four listed above-listed agencies falls below investment grade.

8. The guarantor also agrees to notify the PUC within 30 days if the ownership of the EGS or the guarantor is transferred and to maintain this guarantee until the new guarantor or EGS provides alternative financial assurance acceptable to the PUC.

9. The guarantor agrees that it and the EGS shall be jointly and severally liable for all litigation costs incurred by the PUC in any successful effort to enforce the agreement against the guarantor.

10. The guarantor acknowledges that this guarantee contains the foregoing Confession of Judgment. The guarantor waives the right to notice and a prior judicial proceeding to determine its rights and liabilities and further acknowledges that pursuant to the terms of this guarantee, the PUC may obtain judgment against the guarantor for all sums due hereinunder without the prior knowledge or consent of the guarantor and without any opportunity of the guarantor to raise any defense, set-off, counterclaim or other claim that guarantor may have.

11. The guarantor, to the fullest extent permitted by applicable law, expressly waives notice of acceptance of this guarantee by the PUC. The guarantor expressly waives notice of

## Appendix H (Continued)

amendments or modifications of the Public Utility Code, 66 Pa. C.S. 101, *et seq.*, the rules and regulations of the PUC; 66 Pa. C.S. 2810; Act 155 of 2014; 73 P.S. § 1648.1 *et seq.* and 52 Pa. Code 75.1 *et seq.*; and of amendments or modification of the EGS's license. Any right which at any time guarantor has under existing or future laws to require that recourse be had to the assets of any other Person before any claim is enforced against guarantor in respect of the guarantee hereby assumed by the guarantor is hereby abandoned and waived. Guarantor agrees to be bound by this guaranty whether or not it is made a party to legal proceedings for the recovery of any amount due or owing by the EGS to the PUC or the Commonwealth of Pennsylvania and whether the formalities required by any law (whether existing now or in the future) in regard to the rights or obligations of sureties shall or shall not have been observed.

12. Guarantor guarantees that the guaranteed obligations will be paid, as applicable, strictly in accordance with the terms of the guarantee and any other documents evidencing the same. Guarantor waives any right that it might have to challenge the amount or validity of any amounts (a) acknowledged by the EGS to be due under the guarantee or (b) determined to be due under the guarantee pursuant to arbitration or judicial proceedings or otherwise pursuant to, or in connection with, the guarantee. The liability of guarantor under this guarantee shall be full, absolute, and unconditional in accordance with its terms and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated, or otherwise affected by, any circumstance or occurrence whatsoever (other than indefeasible payment in full).

13. This guarantee shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws principles.

14. The guarantor agrees to remain bound under this agreement for as long as the EGS must comply with the applicable financial assurance requirements of the Public Utility Code, 66 Pa. C.S. 101, *et seq.*, the payment of annual fees as authorized by Act 155 of 2014, the requirements of the Alternative Energy Portfolio Standards Act, 73 P.S. § 1648.1 *et seq.* and 52 Pa. Code 75.1 *et seq.*, except that the guarantor may terminate its future liability under this guarantee sixty (60) days after furnishing written notice of intention to terminate. This termination shall not affect the liability of the guarantor and the Principal for any liability incurred by the Principal prior to the effective date of such termination. Any claim under this guarantee must be instituted within one year (12 months) of the effective date of termination.

15. This guarantee shall be binding on guarantor and its successors and assigns, heirs, and executors and administrators, jointly, severally, and firmly.

16. **CONFESSION OF JUDGMENT: [GUARANTOR NAME] HEREBY IRREVOCABLY AUTHORIZES AND EMPOWERS THE PUC, THROUGH ANY ATTORNEY, OR ANY OTHER PERSON AUTHORIZED BY THE PUC, AT ANY TIME OR TIMES, TO APPEAR IN ANY STATE OR FEDERAL COURT OF RECORD IN THE UNITED STATES OF AMERICA, AFTER ALL, OR ANY PART, OF THE OBLIGATIONS EVIDENCED BY THIS INSTRUMENT HAVE BECOME DUE, AND IN EACH CASE TO WAIVE THE ISSUANCE AND SERVICE OF PROCESS, TO FILE A COMPLAINT AND PRESENT TO THE COURT THIS INSTRUMENT OR A COPY THEREOF AND, IN THE PUC'S DISCRETION, ANY OTHER WRITING EVIDENCING THE OBLIGATION OR OBLIGATIONS IN QUESTION, TO ADMIT THE DUE DATE AND THE NON-PAYMENT OF THIS INSTRUMENT, TO CONFESS JUDGMENT AGAINST [GUARANTOR NAME] IN FAVOR OF THE COMMONWEALTH OF**

Appendix H (Continued)

**PENNSYLVANIA, IN ANY JURISDICTION IN WHICH THE UNDERSIGNED OR ANY OF ITS PROPERTY IS LOCATED, FOR THE FULL AMOUNT OF ANY AND ALL LIABILITIES THEN APPEARING DUE, TOGETHER WITH INTEREST AND COSTS OF SUIT, INCLUDING ATTORNEYS' FEES AND ACTUAL COLLECTIONS COSTS, AND TO RELEASE ALL ERRORS AND WAIVE ALL RIGHTS OF APPEAL AND ANY STAY OF EXECUTION OF THE JUDGMENT.**

**THE FOREGOING WARRANT OF ATTORNEY WILL SURVIVE ANY JUDGMENT, IT BEING UNDERSTOOD THAT IF ANY JUDGMENT AGAINST [GUARANTOR NAME] IS VACATED, STRICKEN OFF, OR OPENED FOR ANY REASON, PUC MAY NEVERTHELESS UTILIZE THE FOREGOING WARRANT OF ATTORNEY IN THEREAFTER OBTAINING ONE OR MORE ADDITIONAL JUDGMENTS AGAINST [GUARANTOR NAME]. [GUARANTOR NAME] ACKNOWLEDGES AND AGREES THAT [GUARANTOR NAME] IS VOLUNTARILY, KNOWINGLY, AND INTELLIGENTLY GIVING UP ITS RIGHT TO NOTICE AND HEARING PRIOR TO THE ENTRY OF JUDGMENT, IS GRANTING THE PUC THE RIGHT TO CONFESS JUDGMENT AGAINST [GUARANTOR NAME], AND IS FREELY WAIVING [GUARANTOR NAME]'S DUE PROCESS RIGHTS.**

**THE GUARANTOR ACKNOWLEDGES THAT THIS GUARANTEE CONTAINS THE FOREGOING CONFESSION OF JUDGMENT. THE GUARANTOR WAIVES THE RIGHT TO NOTICE AND A PRIOR JUDICIAL PROCEEDING TO DETERMINE ITS RIGHTS AND LIABILITIES, AND THE GUARANTOR FURTHER ACKNOWLEDGES THAT PURSUANT TO THE TERMS OF THIS GUARANTEE, THE PUC MAY OBTAIN JUDGMENT AGAINST THE GUARANTOR FOR ALL SUMS DUE HEREINUNDER WITHOUT THE PRIOR KNOWLEDGE OR CONSENT OF THE GUARANTOR AND WITHOUT ANY OPPORTUNITY OF THE GUARANTOR TO RAISE ANY DEFENSE, SET-OFF, COUNTERCLAIM OR OTHER CLAIM THAT GUARANTOR MAY HAVE.**

**IN WITNESS WHEREOF, GUARANTOR HAS CAUSED THIS GUARANTEE TO BE EXECUTED ON THE DATE SET FORTH BELOW IN ITS CORPORATE NAME AND BY ITS AUTHORIZED REPRESENTATIVE. THIS GUARANTEE CONTAINS A CONFESSION OF JUDGMENT THAT MAY BE ENTERED AGAINST THE GUARANTOR WITHOUT NOTICE AND AN OPPORTUNITY TO BE HEARD. THE GUARANTOR HERBY CERTIFIES THAT IT HAS CONSULTED AN ATTORNEY REGARDING THE IMPLICATIONS OF A CONFESSION OF JUDGMENT AND KNOWINGLY AND INTELLIGENTLY WAIVES ANY RIGHT TO PRIOR NOTICE AND OPPORTUNITY TO BE HEARD IN CONNECTION THEREWITH.**

\_\_\_\_\_  
(Name of Guarantor)

By: \_\_\_\_\_

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

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

**Appendix H (Continued)**

**EXAMPLE LETTER FROM CHIEF FINANCIAL OFFICER OF A CORPORATE PARENT/  
AFFILIATE GUARANTOR**

[Address to Pennsylvania Public Utility Commission]

I am the Chief Financial Officer of [name and address of guarantor company], a ["proprietorship," "joint venture," "partnership," or "corporation"], hereinafter "guarantor." This letter is in support of this company's [parent or affiliate] guarantee for [name and address of the EGS/ NGS on whose behalf the guarantee is being made], attached.

As Chief Financial Officer, I possess the requisite authority to bind the guarantor to the guarantee being provided, to acknowledge that the attached corporate guarantee is an ongoing, continuing and binding obligation of the guarantor, and to certify the contents of this letter.

The attached guarantee is being made pursuant to the guarantor's processes and procedures for issuing a [parent or affiliate] guarantee, detailed as follows: [explain the process by which the guarantor can make the guarantee on behalf of the EGS/NGS].

Through this letter, I, on behalf of the guarantor, certify that as of the date of this letter, the guarantor has the following long-term bond ratings: [provide the long-term bond rating (listed by agency) from at least two of the four following rating agencies - Standard & Poors, Moody's Investors' Services, Fitch IBCA, and Duff and Phelps Credit Rating Company].

Through this letter, I, on behalf of the guarantor, certify that [guarantor company's name] maintains an investment grade long-term bond rating from at least two of the following four rating agencies – Standard & Poors, Moody's Investors' Services, Fitch IBCA, and Duff and Phelps Credit Rating Company – where investment grade long-term bond rating is defined as:

Standard & Poors	BBB- or higher
Moody's Investors' Services	Baa3 or higher
Fitch IBCA	BBB- or higher
Duff and Phelps Credit Rating Co.	BBB- or higher

Through this letter, I, on behalf of the guarantor, certify that I will notify the Pennsylvania Public Utility Commission within 10 calendar days anytime that the guarantor's long-term bond rating from any of the four rating agencies listed above falls below investment grade or if the guarantor is named as debtor in a voluntary or involuntary proceeding under Title 11 (Bankruptcy), U.S. Code.

I hereby certify that all representations contained in this letter and in the attached [parent/affiliate] guarantee are, to the best of my knowledge, true, complete and accurate. This letter and attached [parent/affiliate] guarantee constitute a binding and continuing obligation of the guarantor, [guarantor company's name], and are enforceable in accordance with the laws of the state of Pennsylvania and the terms of the guarantee.

[Signature of CFO]

[Name, Title]

[Date]

[CFO's signature must be notarized]





## Appendix J

### Sample Disclosure Statement Format for Electric Generation Suppliers

- Please review the EGS residential/small business disclosure regulations at 52 Pa. Code Chapter 54 (Electric Generation Customer Choice Customer Information):  
<http://www.pacodeandbulletin.gov/Display/pacode?file=/secure/pacode/data/052/chapter54/s54.4.html&d=reduce>
- Ch. 54 disclosure rules apply to residential and small business customers (disclosures for large commercial/industrial customers do not need to be reviewed and should not be submitted).
- Please review the 52 Pa. Code Chapter 69.251 (Plain Language – Statement of Policy):  
<http://www.pacodeandbulletin.gov/Display/pacode?file=/secure/pacode/data/052/chapter69/s69.251.html&d=reduce>
- It is suggested that you follow the Sample Disclosure Statement Format and Contract Summary that follows on the next page.
- Submit the disclosure statement and the Contract Summary Sheet for review (welcome letters/enrollment forms are not required).

## Sample Disclosure Statement Format

This is an agreement for electric generation service, between (*EGS name*) and (*customer's name and address*).

### Background

We at (*EGS name*) are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania.

Our PA 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.

*Include one of the two following billing options:*

You will receive a single bill from (*billing agent name*) that will contain (*Electric Distribution Company name*) charges and (*EGS name*) charges.

You will receive a separate bill from (*EGS name*) for generation charges and a separate bill from (*Electric Distribution Company name*) for its charges.

**Right of Rescission** - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or electronically (if available) to cancel this agreement. See Section 11 for how to contact us.

### Definitions

*(Use the terms in accordance with the glossary posted at [www.papowerswitch.com](http://www.papowerswitch.com).)*

*Generation Charge* - The charge for producing electricity.

*Transmission Charge* - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

*Non-basic Charges* - Define each non-basic service being offered.

### Terms of Service

**1. (a) Basic Service Prices** - *Itemize Basic Services you are billing for and their prices.*

#### **FIXED PRICE:**

You will pay a fixed price of (*EGS price*) per kWh for electric generation service.

**VARIABLE PRICE:**

You will pay a variable price that can change (*monthly, quarterly, etc.*). The price for the first billing period will be (*EGS price*).

*If the price can change each billing period, this needs to be disclosed in a larger type size.*

*The supplier shall disclose the factors the supplier will rely upon to establish the variable price.*

*Describe when and how the customer will be notified of price changes. If the customer will not know the price until the time of billing, this must be disclosed in a larger type size.*

*Suppliers are to include any variable pricing conditions and limits. If there are no limits, the EGS shall clearly and conspicuously state that there is no limit on how much the price may change from one billing cycle to the next. Information on the limits of price variability, or the lack of limits, must appear in a larger type size.*

More information about this variable price product, including what this price has been for the past 24 months, can be found at ([www.companywebsite.com](http://www.companywebsite.com)) or you can call ((XXX) XXX-XXXX). However, please remember that past prices do not indicate present or future prices. (*If a price history is not available and the offer is materially different from other offers made by the supplier, the supplier shall disclose this fact*).

**INTRODUCTORY PRICE:**

You will pay a fixed price of (*EGS price*) per kWh for electric generation service for the first (number) billing periods. You will then pay a fixed price of (*EGS price*) per kWh for electric generation service for the remaining billing periods.

**NON-kWh PRICE:**

*If a customer is not to be billed under a price per kilowatt-hour structure, clearly explain the pricing structure and what the customer’s price for generation charges will be for given period of time.*

**TIME-OF-USE PRICE:**

*Clearly explain the pricing structure and what the customer’s price for generation charges will be for specific time periods. This information should be presented in a table-format.*

Example:

Time	8:00 am – 5:00 pm	5:00 pm to 9:00 pm	9:00 pm to 8:00 am
Price Per kWh	X.XX cents	X.XX cents	X.XX cents

For all products: Explain what is included in this price. The EGS’s basic service price should include everything that is included in the EDC’s Price-to-Compare. Suggested language: “This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.” Contact the electric distribution utility to determine if transmission charges are included in their price-to-compare.

If the product:

- Changes price depending upon customer usage (such as a declining or inclining block rate structure), or;
- Includes add-on fees, or;
- Is a fixed monthly price (flat unlimited price) that does not change based customer usage; the following table displaying the resulting per-kWh price at three usage levels must be included:

Generation Price at Various Usage Levels	Usage:	500 kWh	1,000 kWh	2,000 kWh
		XX.X	XX.X	XX.X

**(b) Non-basic Service Prices - Itemize Non-basic Services you are offering and their prices.**

**2. Duration of Agreement**

*Fixed Duration Agreement* – You will buy your electricity generation service for the above address from (EGS) beginning on the date set by your electric distribution company (EDC) and will continue for (XX) months (or billing cycles).

*Month-to-Month Agreement* – You will buy your electricity generation service for the above street address from (EGS) beginning on the date set by your electric distribution company (EDC) and will continue on a month to month basis.

**3. Special Terms and Conditions - List and explain all that apply.**

- Sign-up bonuses
- Add-ons
- Limited time offers
- Other Sales Promotions
- Exclusions

**4. Special Services - Provide explanation of price, terms and conditions.**

**5. Penalties, Fees and Exceptions - List any that apply including a late payment charge.**

*Penalties/Fees assessed on a customer for early termination of the agreement should be in plain language and easy for the customer to understand. The penalty/fee should be listed as a dollar amount or explained so that the customer can easily determine the amount of the penalty. The explanation must include a statement advising the customer that the customer will not be subject to a penalty of fee if the customer terminates the contract at any time between the date the options notice is issued and the expiration of the contract. The print size for this section must be larger than the print in the rest of the disclosure, but not less than 12-points.*

**6. Cancellation Provisions** - *This category may consist of both customer-initiated cancellation provisions and supplier-initiated cancellation provisions.*

Examples:

*Company-Initiated Cancellation* – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. See Section 7 for an explanation of the notices you will receive prior to cancellation.

*Customer-Initiated Cancellation* – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above.

*Customer-Initiated Cancellation* – You can cancel this agreement at any time by calling us or using our website. Please see the contact information in Section 11 for our contact information.

*Customer Move* – If the customer moves from the address listed above to another utility service territory, this agreement is cancelled.

## **7. Renewal Provision/Agreement Expiration/Change in Terms**

*Fixed-duration contracts - include the following notification:*

If you have a fixed duration contract that will be ending, or whenever (EGS name) wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.

*Contracts that are not fixed-duration contracts - include the following notification:*

If (EGS name) wants to change the contract, you will receive two separate notices before the changes happen. You will receive the first notice 45-60 days before the change, and the second notice 30 days before the change. These notices will explain your options.”

## **8. Contract Assignment**

*If the contract is assignable, the EGS shall inform the customer of this and explain that prior to any contract assignment, the EGS will provide notice to the customer with the name of the new EGS, the contact information for the new EGS, the estimated month and year that the assignment is expected to occur, and language informing the customer that contract terms and conditions will remain unchanged.*

## **9. Consent to Obtain Customer Information**

*If the EGS intends on obtaining customer account information from the EDC, the EGS shall disclose to the customer of the specific type of information that may be obtained, such as usage data, the purpose for obtaining this information and that the customer is consenting to the EDC releasing this information by entering into this contract. The EGS shall also inform the customer that the EGS will maintain the confidentiality of a customer's personal information including the customer's name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and Federal and State laws.*

## **10. Dispute Procedures**

Contact us with any questions concerning our terms of service. Information about shopping for an electric supplier is available at [www.papowerswitch.com](http://www.papowerswitch.com) or buy calling the Pennsylvania Public Utility Commission at (800) 692-7380. Information is available from the Pennsylvania Office of Consumer Advocate at [www.oca.state.pa.us](http://www.oca.state.pa.us) or (800) 684-6560.

## **11. Contact information**

Supplier Name:

Supplier PA PUC License Number:

Address:

Phone Number:

Internet Address:

## Electric Generation Supplier Contract Summary

Electric Generation Supplier Information	<i>Name, telephone number, website, etc. Plain language statement that EGS is responsible for generation charges.</i>			
Price Structure	<i>Fixed or variable. If variable, based on what? If variable, how often is the rate expected to vary? If variable, give any applicable ranges/ceilings. If no ranges/ceilings, a plain language statement indicating this fact. If variable, describe when the customer will receive notification of price changes in relation to time of month, final monthly meter read, billing cycle or when the price takes effect.</i>			
Generation/Supply Price	<i>\$/kWh or ¢/kWh. If variable rate, the first billing cycle's rate. Full disclosure of any introductory price, including the introductory price and the price after the introductory period expires. Full disclosure of any fees in addition to the per kWh price.</i>			
Generation Price at Various Usage Levels <i>(This row is required only if the price varies by usage and/or there are fees in addition to the per kWh price. See 52 Pa. Code §§ 54.5(c)(4) and 54.7.)</i>	Usage:	500 kWh	1,000 kWh	2,000 kWh
	Price per kWh:			
Statement Regarding Savings	<i>Plain language that the supply price may not always provide savings to the customer</i>			
Deposit Requirements	<i>Any deposit requirements necessary for a customer and any terms associated with that deposit, in plain language.</i>			
Incentives <i>(This row is required only if the supplier is offering any special incentives.)</i>	<i>Any bonuses, discounts, cashback, etc. offers and any associated terms, in plain language.</i>			
Contract Start Date	<i>Plain language regarding start of EGS service (meter reads/billing cycles/etc.)</i>			
Contract Duration/Length	<i>In months, billing cycles, etc.</i>			
Cancellation/Early Termination Fees	<i>Yes or no. If yes, describe the amount of the fee and how to avoid that fee, if possible.</i>			
End of Contract	<i>Treatment of customer at end of contract. Timing of notices.</i>			
Right of Rescission:	<i>An explanation of the customer's 3-day right of rescission per 52 Pa. Code § 54.5(d) and how to exercise this right.</i>			



## Appendix K

### NEWSPAPER PUBLICATION TEMPLATE FOR EGS ONLY

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

*Application of **Company Name** (d/b/a "**Trade Name**") For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And **Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.***

**Company Name** will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Company Name** proposes to sell electricity and related services in [LIST EDCS HERE] under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Company Name** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to **Company's Name** attorney at the address listed below.

By and through Counsel: Attorney's Name

**Company Name**

**Address**

**Address**

**Phone**

**FAX**

## Appendix L

### NEWSPAPER PUBLICATION TEMPLATE FOR COMBINED EGS AND NGS

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

*Applications of **Company Name** (d/b/a "**Trade Name**") For Approval To Offer, Render, or Furnish Services as a **Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.***

**Company Name** will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. **Company Name** will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Company Name** proposes to sell electricity, natural gas, and related services in **[LIST NGDCS AND EDCS HERE]** under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Company Name** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to **Company's Name** attorney at the address listed below.

By and through Counsel: Attorney's Name

**Company Name**

**Address**

**Address**

**Phone**

**FAX**

## Appendix M

### Electronic Data Interchange and Internet Requirements

Prior to doing business in an EDC service territory, all EGS suppliers, and any broker/marketers that wish to use the Electronic Data Interchange (EDI), must meet the EDI certification requirements of the EDC. Certification is a testing process using the Commission approved Internet protocol. To initiate this process, the EGS is encouraged to contact the EDC as early as possible after filing an application for a license with the Commission, since certification may require as many as four months to complete and customer service contract dates may not commence prior to certification. EDC requirements of new suppliers may be found on the respective EDC home web page. Pennsylvania's industry stakeholder group the Electronic Data Exchange Working Group (EDEWG) develops and maintains the EDI transactions and related business practices, which are found on the Pa. PUC website at [http://www.puc.pa.gov/filing\\_resources/issues\\_laws\\_regulations/electronic\\_data\\_exchange.aspx](http://www.puc.pa.gov/filing_resources/issues_laws_regulations/electronic_data_exchange.aspx). The EDEWG meets telephonically the first Thursday of each month at 2:00pm ET to discuss EDI change control requests and other issues.

To keep current with Pennsylvania EDI practices and policies, a newly licensed EGS is strongly encouraged to participate in the EDEWG by contacting the following:

#### PA EDEWG EDI Contacts

Entity Name	Contact Name	Telephone	Email	Preference
PA PUC	Jeff McCracken	717-783-6163	<a href="mailto:jmccracken@pa.gov">jmccracken@pa.gov</a>	Email
PA PUC	Lee Yalcin	717-787-6723	<a href="mailto:lyalcin@pa.gov">lyalcin@pa.gov</a>	Email
PA EDEWG EDC Co-Chair	Ernie Mathie	330-384-5757	<a href="mailto:mathiee@firstenergycorp.com">mathiee@firstenergycorp.com</a>	Email
PA EDEWG ESP Co-Chair	Monica Neibert	781-347-9039	<a href="mailto:mneibert@energyservicesgroup.net">mneibert@energyservicesgroup.net</a>	Email
PA EDEWG Secretary & Regional EDI Change Control Manager	Brandon Siegel	412-817-8004	<a href="mailto:brandon.siegel@intelometry.com">brandon.siegel@intelometry.com</a>	Email

#### PA EDC EDI Contacts

Company Name	Contact Name	Telephone	Email	Preference
Citizens' Electric	John Kelchner	570-524-2231	<a href="mailto:kelchnerj@citizenselectric.com">kelchnerj@citizenselectric.com</a>	Email
	Chrissy DeLoughrey	781-347-9022	<a href="mailto:Implementation@EnergyServicesGroup.net">Implementation@EnergyServicesGroup.net</a>	Email
Duquesne Light Co	Supplier Service Center	412-393-6282	<a href="mailto:DLC_SSC@duqlight.com">DLC_SSC@duqlight.com</a>	Email
FirstEnergy - Metropolitan Edison Co, Pennsylvania Electric, Penn Power, JCP&L, WPP & Potomac Edison	Supplier Support	330-761-4348	<a href="mailto:SupplierSupport@firstenergycorp.com">SupplierSupport@firstenergycorp.com</a>	Email
PECO	Electric & Gas Choice Hotline	215-841-3700	<a href="mailto:egc@exeloncorp.com">egc@exeloncorp.com</a>	Email
PPL Electric Utilities	Supplier Support	610-774-6396	<a href="mailto:PPLUtilitiesSupplier@pplweb.com">PPLUtilitiesSupplier@pplweb.com</a>	Email
	EDI Team	610-774-5757	<a href="mailto:EDIUtilAdm@pplweb.com">EDIUtilAdm@pplweb.com</a>	Email
UGI Utilities Inc.	EDI Technical Support	610-736-5784	<a href="mailto:edi@ugi.com">edi@ugi.com</a>	Email
Wellsboro Electric	Danette Kerestes	570-724-3516	<a href="mailto:danettek@ctenterprises.org">danettek@ctenterprises.org</a>	Email
	Chrissy DeLoughrey	781-347-9022	<a href="mailto:Implementation@EnergyServicesGroup.net">Implementation@EnergyServicesGroup.net</a>	Email