

Respond Power, LLC
16 Squadron Blvd.
Suite 104
New City, New York 10956

February 15, 2010

Commonwealth of Pennsylvania
Pennsylvania Public Utility commission
P.O. Box 3265
Harrisburg, PA 17105

RE: Respond Power application to supply electric generation

Dear Sir or Madam:

I hereby certify that on February 4, 2010 I served a true copy of the foregoing document upon the parties, listed below, in accordance with the requirements of § 1.54 (relating to service by a party):

Irwin A. Popowsky
Office of Consumer Advocate
Harrisburg, PA 17120

Office of the Attorney General
Bureau of Consumer Protection
Harrisburg, PA 17120

William R. Lloyd, Jr.
Small Business Advocate
Harrisburg, PA 17101

Commonwealth of Pennsylvania
DOR – Bureau of Compliance
Harrisburg, PA 17128

Paul E. Russell, Associate
General Counsel – PPL
Allentown, PA 18108

If you have any questions, please call me at 718-234-1262 x 841.

Very truly yours,



David Sobel

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2010 FEB 17 PM 1:43
PA.P.U.C.
SECRETARY'S BUREAU

From: Origin ID: PSBA (718) 234-1262
David Sobel
Major Energy Services
16 Squadron Blvd.
Suite 104
New City, NY 10956



Ship Date: 15FEB10
ActWgt: 0.5 LB
CAD: 5690048/WSX12200

Delivery Address Bar Code



SHIP TO: (717) 787-8763
James J. McNulty, Secretary
PA Public Utility Commission
Keystone Building
2nd Floor, Room N201
Harrisburg, PA 17120

Ref # Respond-PUC
Invoice #
PO #
Dept #

RELEASE#: 3785346

THU - 18 FEB A1
EXPRESS SAVER

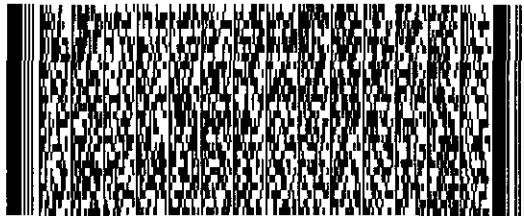
TRK# 7983 9072 7640
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CONDITIONS OF CONTRACT Definitions On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries, affiliates and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates in the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. Agreement To Terms: By processing and giving us your shipment, you agree, regardless of whether you sign the front of this Air Waybill, for yourself and as agent for and on behalf of any other person having an interest in this shipment, to all terms on the NON-NEGOTIABLE Air Waybill, and as appropriate, to all terms in any FedEx transportation agreement between you and FedEx covering this shipment and in any applicable tariff, and in our current applicable Service Guide, or Standard Conditions of Carriage, copies of which are available upon request. If there is a conflict between this Air Waybill and any such document then in effect, the transportation agreement, tariff, Service Guide or Standard Conditions of Carriage will control in that order of priority. No one is authorized to alter or modify the terms of our agreement. This Air Waybill shall be binding on us when the shipment is accepted. We may mark this Air Waybill with an employee number as our signature, or our printed name shall be sufficient to constitute our signature of this Air Waybill. Your Obligations - Printed Signature: You acknowledge that if you process shipments to locations outside the country where your shipment originates, you must either, to print in lieu of a manual signature on the Air Waybill, the name of the person completing the Air Waybill for all such shipments tendered to FedEx by you using this application. You further acknowledge that such printed name shall be sufficient to constitute your signature on the Air Waybill and acceptance of FedEx's terms and conditions of carriage for purposes of the Warsaw Convention, an international treaty related to international carriage by air and any of its subsequent amendments and protocols thereto, (collectively "Warsaw Convention") and for all other purposes. You warrant that each article in each shipment is properly described on this Air Waybill and any export documents, is acceptable for transport by FedEx, and that the shipment is properly marked, addressed and packed to ensure safe transportation with ordinary care in handling. You are responsible for all charges, including transportation charges and possible surcharges and customs and duties assessments, including fees related to our payment of the same, governmental penalties and fines, taxes and FedEx legal costs related to your shipment. Air Carriage Notice: IF THE CARRIAGE OF YOUR SHIPMENT BY AIR INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE, THE WARSAW CONVENTION MAY BE APPLICABLE, WHICH TREATY WOULD THEN GOVERN AND IN MOST CASES LIMIT FEDEX'S LIABILITY FOR LOSS, DELAY OF, SHORTAGE, MISDELIVERY, NONDELIVERY, MISINFORMATION, DAMAGE OR FAILURE TO PROVIDE INFORMATION IN CONNECTION WITH YOUR SHIPMENT. In certain countries, the Warsaw Convention limits FedEx's liability to U.S. \$9.07 per pound (U.S. \$20.34 per kilogram or equivalent local currency for the country of origin), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charge. The sub-limitation and operation of the Warsaw Convention liability limit on many may vary in each country. There are no stopping places which are approved to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. Road Transport Notice: Shipments transported partly or solely by road, be there an explicit agreement to do so or not, may be in a country which is a party to the Convention on the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision referred to or in this Air Waybill to the contrary except that the higher limitations of liability as set forth in those conditions shall remain applicable as opposed to those set forth in the CMR. Limitation of Liability: If set governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for loss, damage, delay, shortage, misdelivery, non-delivery, misinformation or the failure to provide information in connection with your shipment is limited by this Air Waybill to the greater of the amount of U.S. \$100 or U.S. \$9.07 per pound (U.S. \$20.34 per kilo) (or equivalent local currency for the country of origin) whichever is greater (or in Canada, the amount of actual damage or CANS100 per shipment, whichever is less). If you declare a higher value you must pay an additional charge for each additional U.S. \$100 or the equivalent in local currency in declared value for carriage. Please call us or refer to our rate sheets in effect at the time of shipment for an explanation of the additional charge. If you declare a higher value for carriage and pay the additional charge, our maximum liability will be the lesser of your declared value for carriage or your actual damage. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) (or in Canada CAN \$100) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damage. (Declared Value Limit: The highest declared value FedEx allows for a FedEx Letter Package and FedEx Pak shipment is US\$100 or US\$9.07 per pound (US\$20.34 per kilo) or the equivalent in local currency, whichever is greater. In Canada, the maximum declared value allowed for customs and carriage per Air Waybill for each FedEx Letter and FedEx Pak is CANS100. For other shipments, in particular shipments of extraordinary value, including, but not limited to jewelry, artwork, antiques, precious metals, and furs and for clothing, the declared value of carriage is limited and depends on the contents and the destination of the shipment. Please consult the applicable Service Guide, contract of carriage, transportation agreement, tariff, or Standard Conditions for an explanation of the declared value limits. If you send more than one package using a single Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. For shipments tendered for FedEx Ground service please reference the applicable Service Guide. Liability Not Assumed: IN ANY EVENT, SUBJECT TO THE SERVICE CONDITIONS ON THIS AIR WAYBILL, OR THE APPLICABLE SERVICE GUIDE, TRANSPORTATION AGREEMENT, STANDARD CONDITIONS, TARIFF OR CONTRACT OF CARRIAGE, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE (US\$100 OR US\$9.07 PER LB. (US\$20.34 PER KILOGRAM) OR THE EQUIVALENT IN LOCAL CURRENCY) WHICHEVER IS GREATER (OR IN CANADA IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE) (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) WHETHER OR NOT FEDEX KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES MIGHT BE INCURRED INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS. FedEx won't be liable for your acts or omissions, including but not limited to incorrect destination of origin, improper or insufficient packaging, securing, marking or addressing of the shipment, or the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, FedEx won't be liable if you or the recipient violate any of the terms of our Agreement. FedEx won't be liable for loss, damage, delay, shortage, misdelivery, non-delivery, misinformation or failure to provide information (i) in connection with shipments of cash, currency, or other prohibited items, or (ii) caused by events FedEx cannot control, including but not limited to acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. No Warranty: We make no warranty, express or implied. Claims for Loss, Damage or Delay: ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR APPLICABLE TARIFF, SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides that written claims for damage must be received within 14 days from the date of receipt and within twenty-one days in the event of delay. FedEx may have expanded the claims periods in certain countries and the periods may differ from country to country. Moreover, the interpretations and operation of the Warsaw Convention's claims provisions may vary in each country. Contact the FedEx representative in the country of origin to determine the claims period for your shipment. In the event of non-delivery, misdelivery, misinformation or failure to provide information, we must receive written notice of the claim within 90 days after we accept the shipment. The right to damages against us regarding a shipment shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered, or from the date on which the carriage stopped. Within 90 days after notification to us of the claim, it must be documented by sending us all relevant information about it. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from those charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. Right to Inspect: Your shipments may, at FedEx's option, or at the request of customs or other regulatory or government authorities, be opened and inspected by FedEx or such authorities at any time. Responsibility for Payment: Even if you give FedEx different payment instructions, you will always be primarily responsible for all charges, including transportation charges, and possible surcharges, customs and duties assessments, including fees related to our payment of the same governmental penalties and fines, taxes, and FedEx's lawyer's fees and legal costs, related to this shipment. You also will be responsible for any costs FedEx may incur in returning your shipments to you or warehousing them pending disposition. Customs Clearance: By giving us this shipment, you hereby appoint FedEx, or its independent contractor as applicable, as your agent solely for performance of customs clearance and certify FedEx as the assumed consignee for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation constituting FedEx's appointment. It is your responsibility to provide proper documentation and certification, when required. You are responsible for and warrant your compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete and attach to this Air Waybill such documents as are necessary to comply with such laws, rules and regulations. FedEx assumes no liability to you or any other person for any loss or expense due to your failure to comply with the provisions. You are also responsible for all charges, including transportation charges, and all duties, customs assessments, governmental penalties and fines, taxes, and FedEx's lawyer's fees and legal costs, related to any shipment. Letter of Instruction: If you do not complete all the documents required for carriage of the documents submitted are not appropriate for the services or destination requested, you hereby authorize FedEx, or its independent contractor, as applicable, where permitted by law to complete, correct or replace the documents for you at your expense. However, FedEx is not obligated to do so. If a substitute form of airwaybill is needed to complete delivery of your shipment and FedEx completes that document, the terms of this Agreement will continue to apply. FedEx is not liable to you or any other person for FedEx's actions on your behalf under this provision. Items Not Acceptable for Transportation: FedEx does not accept transportation of money (including, but not limited to, coins (except collectible) or negotiable instruments) or negotiable instruments or other items of value, including but not limited to, securities, bonds, and bearer instruments, except as specifically approved by FedEx. Other items may be accepted for carriage only if limited destinations or under restricted conditions. FedEx reserves the right to reject such items based upon these limitations or for reasons of safety or security. You may contact the applicable Service Guide, contract of carriage, tariff or Standard Conditions for specific details. Export Control, You authorize FedEx, and its independent contractors, as applicable, to not forwarding agent for you for export and customs purposes. You hereby certify that all statements and information contained on all applicable FedEx, SDEs and accompanying documentation relating to exportation are true and correct. You further certify that all Commercial Invoice information submitted using API is true and correct. You expressly authorize FedEx and its independent contractors, as applicable, to forward all information of any nature regarding shipments to any and all governmental or regulatory agencies which request or require such information. Furthermore, you acknowledge that civil and criminal penalties, including forfeiture and fines, may be imposed for making false or fraudulent statements or for the violation of any country laws on exportation, including but not limited to, for shipments originating in the U.S., 18 U.S.C. § 2001, 22 U.S.C. § 401; 18 U.S.C. § 1001, and 18 U.S.C. App. 2410, and for shipments originating in Canada, the Export and Import Permit Act, R.S.C. (1970), c. 47. You acknowledge that no shipments tendered by you from the United States using API will be sent to any country listed on the Department of Commerce's Denied Parties List 11 C.F.R. Part 764, Supp. 2, or the List of Specially Designated Nationals as published by the Office of Foreign Assets Control of the U.S. Department of the Treasury and that you are neither a denied party or a specially designated national. Consent the laws of the origin country of your shipment for similar provisions. Mandatory Law: Insofar as any provisions contained or referred to in the Air Waybill may be contrary to any applicable international treaties, laws, governmental regulations, orders or requirements, such provision shall remain in effect as part of our agreement to the extent that it is not overridden. The validity or enforceability of any provision shall not affect any other provision contained or referred to in the Air Waybill. Unless otherwise indicated, the shipper's address indicated on the face of the Air Waybill is the place of execution and the place of deposit and the recipient's address listed on the face of the Air Waybill is the place of destination. Unless otherwise indicated on the face of the Air Waybill, label manifest or pick-up record, the first carrier of this shipment is Federal Express Corporation, P.O. Box 727, Memphis, TN 38194.