

Respond Power, LLC
100 Dutch Hill Road
Suite 310
Orangeburg, New York 10962

May 28, 2010

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility commission
P.O. Box 3265
Harrisburg, PA 17105-3265

RE: Docket No. A-2010-2163898

Dear Rosemary:

In response to the mailed data request dated May 21, 2010 (copy enclosed), I present the following:

- 1- Respond Power will not take title to electricity and will not pay electric bills on behalf of customers.
- 2-
 - a. At the time of our initial application with the PUC, our sales tax license application was pending. We have since received our license. The relevant account # is 85-00734-3.
 - b. The corporate account number assigned to Respond Power is 3932-597. This number was assigned after our initial PUC application and therefore not included.

I have included an amended tax certification statement updated with the above information.

- 3- The alternate contact for addressing customer service issues is:

Jay Arem, Customer Service Manager
955 Coney Island Avenue
Brooklyn, NY 11230
T. 888-625-6760 ext. 840
F. 347-274-0890
E. jarem@majorenergy.com

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MAY 28 2010
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

If you have any further questions, please call me at 845-480-7430.

Very truly yours,


David Sobel

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



APPENDIX B

RECEIVED

COMMONWEALTH OF PENNSYLVANIA
PUBLIC UTILITY COMMISSION

TAX CERTIFICATION STATEMENT

MAY 28 2010

PA PUBLIC UTILITY COMMISSION
SECRETARY & BUREAU

A completed Tax Certification Statement must accompany all applications for new licenses, renewals or transfers. Failure to provide the requested information and/or any outstanding state income, corporation, and sales (including failure to file or register) will cause your application to be rejected. If additional space is needed, please use white 8 1/2" x 11" paper. Type or print all information requested.

1. CORPORATE OR APPLICANT NAME Respond Power, LLC	2. BUSINESS PHONE NO. (845)480-7430 CONTACT PERSON(S) FOR TAX ACCOUNTS: David Sobel
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3. TRADE/FICTITIOUS NAME (IF ANY)

4. LICENSED ADDRESS (STREET, RURAL ROUTE, P.O. BOX NO.) (POST OFFICE) STATE) (ZIP)

16 Squadron Blvd. New City, NY 10956

5. TYPE OF ENTITY SOLE PROPRIETOR PARTNERSHIP CORPORATION

8. LIST OWNER(S), GENERAL, PARTNERS, OR CORPORATE OFFICER(S)

NAME (PRINT)	SOCIAL SECURITY NUMBER (OPTIONAL)
Saul Horowitz	1 8 6 - 6 0 - 6 8 1 5
Mark Wiederman	0 7 4 - 7 4 - 4 3 2 8
Asher Fried	0 7 8 - 6 4 - 4 8 1 6

9. LIST THE FOLLOWING STATE TAX IDENTIFICATION NUMBERS. (ALL ITEMS: A, B, AND C MUST BE COMPLETED).

A. SALES TAX LICENSE (8 DIGITS)	APPLICATION PENDING	N/A	C. CORPORATE BOX NUMBER (7 DIGITS)	APPLICATION PENDING	N/A
8 5 - 0 0 7 3 4 - 3	<input type="checkbox"/>	<input type="checkbox"/>	3 9 3 2 5 9 7	<input type="checkbox"/>	<input type="checkbox"/>
B. EMPLOYER ID (EIN) (9 DIGITS)	APPLICATION PENDING	N/A			
3 8 - 3 7 7 8 1 5 9	<input type="checkbox"/>	<input type="checkbox"/>			

10. Do you have PA employees either resident or non-resident? YES NO

11. Do you own any assets or have an office in PA? YES NO

NAME AND PHONE NUMBER OF PERSON(S) RESPONSIBLE FOR FILING TAX RETURNS

David Sobel	n/a	David Sobel
PA SALES AND USE TAX	EMPLOYER TAXES	CORPORATE TAXES
PHONE 845-480-7430	PHONE	PHONE 845-480-7430

Telephone inquiries about this form may be directed to the Pennsylvania Department of Revenue at the following numbers: (717) 772-2673, TDD# (717) 772-2252 (Hearing Impaired Only)

Docket No. A-2010-2163898
Respond Power, LLC
Data Request

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

1. **PROPOSED SERVICES (Application Question No. 9):**

Under Question No. 9 of the PROPOSED SERVICES attached to your application, you are required to provide the following information

- a. Please provide statements regarding the fact that you will not take title to electricity and you will not pay electric bills on behalf of clients.

2. **TAXATION (Application Question No. 15):**

Under Question No. 9 of the TAX CERTIFICATION STATEMENT attached to your application, you are required to provide all applicable tax identification numbers.

- a. You provided no information in section 9A relating to Sales Tax License. Provide an explanation as to why this item is not applicable to RPAC.
- b. You provided no information in section 9C relating to Corporate Box Number. However, as a corporation registered to do business in Pennsylvania, you should have been assigned a Corporate Box Number (also called Corporate Account Number) by the Pennsylvania Department of Revenue (DOR). Please provide an amended Tax Certification Statement that includes this Corporate Box Number in Section 9C as required. (Note that the PA DOR phone numbers to call for further information about tax ID numbers are listed at the bottom of the form. The PA Department of Revenue website may be accessed at <http://www.revenue.state.pa.us/>.)

3. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION (Application Question No. 17):**

You have provided contact information for the person responsible for handling customer complaints. Please provide similar information for an alternate contact person who will also be responsible for addressing customer service issues.

In addition, to expedite completion of the application, please fax or e-mail the information to Sagar Patel at (717) 787-4750 or sagpatel@state.pa.us, respectively. Please direct any questions to Sagar Patel, Bureau of Fixed Utility Services at (717) 525-5801.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul Diskin". The signature is fluid and cursive, with the first name "Paul" and last name "Diskin" clearly distinguishable.

Paul Diskin, Manager – Energy
Bureau of Fixed Utility Services

Enclosure
cc: Sagar Patel

From: Origin ID: UMMA (718) 234-1262
David Sobel
Major Energy Services
100 Dutch Hill Road
Suite 310
Orangeburg, NY 10962



Ship Date: 28MAY10
ActWgt: 0.5 LB
CAD: 101833072/WSX12200

Delivery Address Bar Code

Ref # DS-PUC
Invoice #
PO #
Dept #

RELEASE#: 3785346

THU - 03 JUN A1
EXPRESS SAVER

SHIP TO: (717) 787-8763

Rosemary Chiavetta
PA Public Utility Commission
Keystone Building
2nd Floor, Room N201
Harrisburg, PA 17120

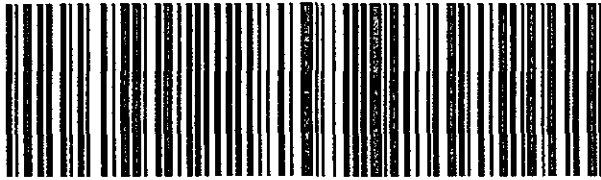
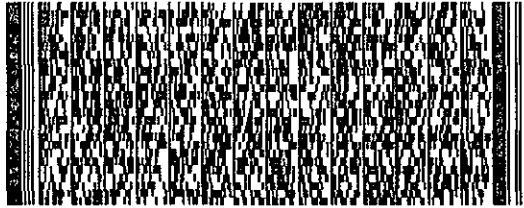
TRK# 7935 8915 3457
[0201]

17120

PA-US

MDT

SH MDTA



This AWB label should print in full on one page. If the label does not print completely on one page use the [shrink to fit] or [whole page] option on your page settings, or change all the page margins to 0.7cm. Please call your local office for further assistance if required.

WARNING: USE ONLY THE PRINTED ORIGINAL LABELS FOR SHIPPING TO ENSURE THE TIMELY DELIVERY OF YOUR PACKAGE.

CONDITIONS OF CONTRACT Definitions On this Air Waybill, 'we', 'us', '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 outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepted the shipment from you. The term 'package' means any container or envelope that is accepted by us for delivery, including any such items loaded by you with any non-hazardous contents, articles, materials or supplies. The term 'shipment' means all packages which are tendered to 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, on behalf of any other person having an interest in this shipment, to all terms on this NON-NEGOTIABLE Air Waybill, and as appropriate, to all terms on any FedEx transportation agreement between you and FedEx covering this shipment and to any applicable tariff, and to 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 by us or 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 Obligation - Printed Signature To acknowledge that you process shipments to locations outside the country where your shipment originates, you must enter, to print as one of a means of 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 D'Warshaw Convention) and for all other purposes. You warrant that each article on 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 a support on charges and all possible surcharges and customs and duties assessments, including fees related to our payment of the same, governmental penalties and fines, and FedEx legal costs related to your shipment. Air Charge 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 US \$9.07 per pound (US \$20.38 per kilogram or equivalent local currency for the country of origin), unless a higher value for carriage is declared and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary by each country. There are no shipping plans which are agreed to and FedEx reserves the right to route the shipment as may vary FedEx deems appropriate. Road Transport Motor Vehicle Shipment is a suspended party by road, by air or sea, unless it is from 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 its terms and conditions as the CMR, notwithstanding any other provisions referred to on this Air Waybill to the contrary which the higher limit on liability as set forth in these conditions shall remain applicable as opposed to those set forth in the CMR. Limitation of Liability If you are 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 US \$100 or US \$9.07 per pound (US \$20.38 per kilogram) (or equivalent local currency for the country of origin), whichever is greater, the amount of actual damages or CDMS 100 per shipment, whichever is less. If you declare a higher value for carriage, you must pay an additional charge for each additional US \$100 or the equivalent 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 this 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 damages. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional US \$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 damages. Declared Value Limits The highest declared value FedEx allows for a FedEx Letter/Envelope and FedEx Pak shipment is US\$100 or US\$9.07 per pound (US\$20.38 per kilogram) (or equivalent 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 CAN\$100. For other shipments, in particular shipments of extraordinary value, including, but not limited to jewelry, artwork, musical instruments, and furs and the clothing, the declared value of carriage is limited and depends on the contents and the destination of the shipment. Please check 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. Limitation Has Assumed IN ANY EVENT, SUBJECT TO THE SERVICE CONDITIONS ON THIS AIR WAYBILL, OR THE APPLICABLE SERVICE GUIDE, TRANSPORTATION AGREEMENT, STANDARD CONDITIONS OF CARRIAGE, FEDEX WILL 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\$20.38 PER KG) (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 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 will be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packing, reworking, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. Also, FedEx will be liable if you or the recipient violate any of the terms of our Agreement. FedEx will be liable for loss, damage, delay, shortage, misdelivery, non-delivery, misinformation or the failure to provide information on (a) a contract with shipment of cash, currency, or other prohibited items, or (b) contract with shipment of cash, currency, or other prohibited items, including but not limited to acts of God, perils of the sea, war, civil unrest, acts of public enemies, war, strikes, civil commotions, or acts of omission 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 ninety-one days of the date of delivery. FedEx may waive the claims period in certain countries and the period may differ from country to country. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary by 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, non-information or the 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 notice to us of the claim, it must be documented by reading as all relevant information about FedEx is not obligated to us 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 shipment may, or at the request of customs or other regulatory or government authority, be opened and inspected by FedEx or such authority 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 shipment to you or withdrawing such pending shipment. Customs Clearance By giving us this shipment, you hereby appoint FedEx, or its independent contractor as applicable, your agent solely for performance of its customs clearance and entry FedEx as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. In most countries, local authorities may require additional documents not conforming FedEx's requirements. It is your responsibility to provide proper documentation and confirmation, 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, export and receipt 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 the 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 this provision. 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 Instructions If you do not complete all the documents required for carriage or if the documents submitted are not appropriate for the service or destination requested, you hereby contract FedEx, or its independent contractor, as applicable, when permitted by law to complete, correct or replace the documents for you at your expense. However, FedEx is not obligated to do so. If an incomplete form of a waybill is needed to complete delivery of your shipment and FedEx completes that document, the terms of this Agreement will continue to govern. FedEx is not liable to you or any other person for FedEx's actions on your behalf under this provision. FedEx is not responsible for transportation. FedEx does not accept transportation of money (including, but not limited to, coins (except collectible) or negotiable instruments equivalent to cash such as stored checks and bonds). FedEx includes all liability for shipments of such items accepted by mistake. Other items may be accepted for carriage only to limited destinations on an ad-hoc restricted basis. FedEx reserves the right to reject packages based upon these limitations or for reasons of safety or security. You may contact the applicable FedEx contract of carriage, tariff or Standard Conditions for specific details. Export Control You authorize FedEx, and its independent contractors, as applicable, to act as forwarding agent for you for export and customs purposes. You hereby contract FedEx, or its independent contractor, as applicable, to forward all information of any nature regarding shipments to any and all governmental or regulatory agencies which require or require such information. Furthermore, you warrant that civil and criminal penalties, including forfeiture and fine, may be imposed for making false or fraudulent statements or for the violation of any country laws on transportation, including but not limited to, for shipments originating in the US, 13 U.S.C. 2055, 22 U.S.C. 0401, 18 U.S.C. 0101, and 50 U.S.C. 4610, and for shipments originating in Canada, the Export and Import Permits Act, R.S.C. 1977. Consult the laws in the country of origin for similar restrictions. You acknowledge that no shipments tendered by you from the United States using API will be sent to any entity listed on the Department of Commerce's Denied Parties List (DCPL) Part 764, Step 2, or the List of Specially Designated Nationals or Blocked Persons (SDN) of 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. Consult the laws of the origin country of your shipment for similar provisions. Money Laundering as a result of your shipment contained or referred to in the Air Waybill may be contrary to any applicable international treaties, laws, governmental regulations, orders or requirements, such provisions shall remain in effect as part of our agreement to the extent that it is not overridden. The availability of money is not necessary if any person on this list is contained or referred to in the Air Waybill. Unless otherwise indicated on the face of the Air Waybill, the shipment is addressed on the face of the Air Waybill to the place of destination. Unless otherwise indicated on the face of the Air Waybill, label applies to each piece of cargo, the first carrier of this shipment is Federal Express Corporation, P.O. Box 727, Memphis, TN 38194.