#### BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Nordic Energy Services, LLC for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) Aggregator, 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:

Nordic Energy Services LLC One Tower Lane Suite 300 Oakbrook Terrace, IL 60181

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.

InCorp Services, Inc 7208 Red Top Road Hummelstown, PA 17036 Phone: (702) 866-2500 Fax: (702) 866-2689

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.

Miranda Young Contracts Administrator and Human Resources Manager Nordic Energy Services, LLC One Tower Lane Suite 300 Oakbrook Terrace, IL 60181 Phone: 630.321.0888 Fax: 630.321.0819 Email: myoung@nordicenergy-us.com

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.

Nordic Energy does not have an attorney in Pennsylvania at this time.



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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU e. CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: Provide the name, title, address, telephone number, FAX number, and e-mail of the person and an alternate person 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.

Miranda Young Contracts Administrator and Human Resources Manager Nordic Energy Services, LLC One Tower Lane Suite 300 Oakbrook Terrace, IL 60181 Phone: 630.321.0888 Fax: 630.321.0819 Email: myoung@nordicenergy-us.com

Ted Basta Nordic Energy Services, LLC One Tower Lane Suite 300 Oakbrook Terrace, IL 60181 Phone: 630.321.0888 Fax: 630.321.0819 Email: tbasta@nordicenergy-us.com

#### 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. See Attachment A for proof of filing with Pennsylvania Department of State
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. Nordic Energy Services is a limited liability company in the state of <u>Illinois</u>.
- See Attachment B for proof of status as a limited liability company in the state of Illinois
- -
- Give name and address of officers.

Nordic Energy Services, LLC is an LLC without officers. James Deering is the managing member.

James Deering Managing Member One Tower Lane Suite 300 Oakbrook Terrace, IL 60181

#### 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.

Nordic Energy Services, LLC does not have any affiliates. Nordic Energy Services, LLC does not have any affiliates currently doing business in the state. Nordic Energy Services, LLC does not have any affiliates that are currently applying to do business in the state.

**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.

Nordic Energy Services, LLC does not have any predecessors.

#### 4. **OPERATIONS**

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

The Applicant is presently doing business in Pennsylvania as a



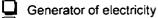
municipal electric corporation

- electric cooperative
- Iocal gas distribution company
- provider of electric generation, transmission or distribution 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):



- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
- Electric Cooperative and supplier of electric power
- Other (Describe):

#### 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.
- PROPOSED SERVICES: Describe in detail the electric services or the electric generation services which the C. Applicant proposes to offer.

Nordic Energy Services, LLC will supply electricity to retail electric customers as a third party supplier. Nordic Energy Services, LLC intends to offer electricity to small and large retail commercial customers Industrial Customers, City/Municipal Governments, and residential customers.

d. PROPOSED SERVICE AREA: Provide a list of each Electric Distribution Company for which the Applicant proposes to provide service.

Nordic Energy Services, LLC intends to offer electricity to customers in the PECO and PPL service areas.

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):
f.	PROPOSED MARKETING METHOD (check all that apply)
2 2 2 2 2 2 2 2	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 <b>NON-EGS</b> affiliate marketing company and or individuals. External Third-Party – Applicant will contract with a <b>NON-EGS</b> third party marketing company and or individuals Other (Describe):
Nordic	Energy Services, contracts with telemarketing services to sell retail electricity to customers.
g.	DOOR TO DOOR SALES: Will the Applicant be implementing door to door sales activities?
0 0	Yes No
lf yes, v	vill the Applicant be using a Third Party Verification procedure?
□ ☑	Yes No
lf yes, d	escribe the Applicant's Third Party Verification procedures.

Nordic Energy Services will not be operating door to door and therefore do not require a third party verification procedure.

**h. START DATE:** Provide the approximate date the Applicant proposes to begin services within the Commonwealth.

Nordic Energy Services proposes to begin services within the Commonwealth on October 1, 2011.

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#### 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.

We certify that neither Nordic Energy Services LLC nor any person identified in this application has been or is currently the defendant of a criminal or civil proceeding now or within the past 5 (five) years.

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

A statement is not necessary as Nordic Energy Services, LLC has not and is not involved in any litigation as a defendant.

c. CUSTOMER/REGULATORY/PROSECUTORY ACTIONS: Identify all formal or escalated actions or complaints 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. If the Applicant has no actions or complaints to list, explicitly state such.

Nordic Energy Services LLC has had no such actions or complaints.

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

Nordic Energy Services LLC has not had any formal or escalated actions or complaints.

#### 6. PROOF OF SERVICE

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:

Office of Consumer Advocate 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120 Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120

.

Office of the Small Business Advocate Commerce Building, Suite 1102 300 North Second Street Harrisburg, PA 17101 Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946

### See Attachment C for proof of service of a signed and verified application with attachments to the above offices.

b.) EDCs: Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, aprovide 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.

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

PPL: Legal Department Attn: Paul Russell PPL Two North Ninth Street Allentown, PA 18108-1179

See Attachment C for proof of service of a signed and verified application with attachments to the above offices.

#### 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 (along with copies) of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.

#### See Attachment D for proof of bonding

- Furnishing the original (along with copies) of another initial security for Commission approval, to ensure financial responsibility.
- Filing for a modification to the \$250,000 requirement and furnishing the **original** (along with copies) 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.
  - At the conclusion of Applicant's first year of operation it is the intention of the Commission to tie security bonds to a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. The amount of the security bond will be reviewed and adjusted on an annual basis.
  - Example version of a bond and letter of credit are attached at Appendix D & E, Applicant's security must follow language from these examples.
  - 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.
  - C.

The answer to this question requires Nordic to disclose privileged and confidential information. Nordic seeks protection of same, and is therefore producing Attachment E under seal with a petition requesting confidential treatment. See Attachment E for financial records, statement, and ratings.

d. ACCOUNTING RECORDS CUSTODIAN: Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

Richard Burke CFO One Tower Lane Suite 300 Oakbrook Terrace, IL 60181

#### e. **TAXATION:** Complete the <u>TAX CERTIFICATION STATEMENT</u> attached as Appendix F to this application.

All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) 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.

Please see Attachment F for completed Tax Certification Statement.

#### 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.

The answer to this question requires Nordic to disclose privileged and confidential information. Nordic seeks protection of same, and is therefore producing the Customer Profile included in Attachment G under seal with a petition requesting confidential treatment. Please see Attachment G for Technical Fitness requirements.

b.) OFFICERS: Identify Applicant's chief officers including names and their professional resumes.

Please see Attachment H for information on Nordic Energy Services, LLC chief officers.

c.) 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 09-0779-000.

Not applicable

#### 9. DISCLOSURE STATEMENT:

- a. Disclosure Statements: If proposing to serve Residential and/or Small Commercial (under 25 kW) customers, provide a Residential and/or Small Commercial disclosure statement.
- 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.

#### Please see Attachment I for disclosure statement

.

#### 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

#### Please see Attachment J for proof of registration as a PJM Load Serving Entity

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.



- 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.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis:

 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.



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. ASSESSMENT: The Commission does not <u>presently</u> assess Electric Generation Suppliers for the purposes of recovery of regulatory expenses; see *PPL Energyplus*, *LLC v. Commonwealth*, 800 A.2d 360 (Pa. Cmwlth. 2002).



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 J.

#### 

**k.** FEE: The Applicant has enclosed or paid the required initial licensing fee of \$350.00 payable to the Commonwealth of Pennsylvania.

PAYMENT ENCLOSED

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#### 11. AFFIDAVITS

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.

#### Please see Attachment K for Application Affidavit

**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.

Please see Attachment L for Operations Affidavit.

#### 12. NEWSPAPER PUBLICATIONS

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. Below is a list of newspapers which cover the publication requirements for Electric Generation Suppliers looking to do business in Pennsylvania.

The newspapers in which proof of publication is required is dependent on the service territories the applicant is proposing to serve. The chart below dictates which newspapers are necessary for each EDC. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

Please file with the Commission the Certification of Publication, along with a photostatic copy of the notice to complete the notice requirements.

Proof of newspaper publications must be filed with the initial 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.

	Duquesne	Met Ed	PECO	Penelec	Penn Power	<u>PPL</u>	UGI	<u>West</u> Penn	Entire Commonwealth
Philadelphia Daily News		x	х			x			x
Harrisburg Patriot- News		×		x		×		х	x
Scranton Times Tribune		x		×		×	x		x
Williamsport Sun Gazette				x		х		х	x
Johnstown Tribune Democrat				x				х	x
Erie Times-News				x	х				X
Pittsburgh Post-Gazette	x				X			х	Х

Please see Attachment M for proof of newspaper publications

#### SIGNATURE

Applicant: Nordic Energy Services LLC By:\_ Prisid Title:\_



AUG 29 2011 PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

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AUG 29 2011

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic

# Nordic Energy Services, L.L.C.

# Attachment A

Proof of Filing with Pennsylvania Secretary of State



Department of State Corporation Bureau P.O. Box 8722 Harrisburg, PA 17105-8722 (717) 787-1057 Web site: www.dos.state.pa.us/corps

#### Instructions for Completion of Form:

- A. Typewritten is preferred. If not the form shall be completed in bleck or blue bleck ink in order to permit reproduction.
- B. A foreign limited liability company/limited liability partnership/limited partnership may adopt a name to register and do business in the Commonwealth of Pennsylvania that is different from the name in its formation documents filed in its state of domicile. Both boxes 1 and 2 should be completed, even if the name of the entity will be the same in both jurisdictions.
- C. Designators: Limited Partnership: The name may contain the word "company", "limited" or "limited partnership" or abbreviation. Limited Liability Partnership: The name must contain the word "company", "limited" or "limited liability partnership" or abbreviation. Limited Liability Company: The name must contain the word "company," "limited" or "limited liability company" or abbreviation.
- D. Under 15 Pa.C.S. § 135(c) (relating to addresses) an actual street or rural route box number must be used as an address, and the Department of State is required to refuse to receive or file any document that sets forth only a post office box address.
- E. The following, in addition to the filing fee, shall accompany this form:
  - (1) For Limited Liability Company Only: One copy of a completed form DSCB:15-134A (Docketing Statement).
  - (2) Any necessary copies of form DSCB:17.2.3 (Consent to Appropriation of Name).
  - (3) Any necessary governmental approvals.
- F. Under 15 Pa.C.S. § 8981 or § 8583, upon the filing of this form the applicant shall be authorized to do business in the Commonwealth of Pennsylvania and no certificate of authority will be issued to the applicant by the Department.
- G. This form and all accompanying documents shall be mailed to the address stated above.

#### PENNSYLVANIA DEPARTMENT OF STATE CORPORATION BUREAU

INCARD SERVICES INC.

Application for Registration - (15 Pa.C.S.) Registered Limited Liability General F Registered Limited Liability Limited F	Partnership (§ 8211)
Limited Partnership (§ 8582) Limited Liability Company (§ 8981) Name ANN: R. BLARK4	Document will be returned to the
- Nordic ENERARY SERVICES, LLC Address 625 PLAINFIELD Road, SHE 226	name and address you enter to the left. ←
WillowbRock, IL 60527	

Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

<ol> <li>The name of the limited liability company/limited liability partnership which it is formed:</li> </ol>	p/limited partnership in the jurisdiction in
Nordic Energy Services, LLC	
2. The name under which the limited liability company/limited liability p register and do bushess in this Commonwealth is: NoRdic ENERgy Services, 440	partnership/limited partnership proposes to
	·····
3. The name of the jurisdiction under the laws of which it was organized Jurisdiction: <u><b>74</b></u> Date of Formation: <u><b>6/12/02</b></u> .	and the date of its formation:
4. The (a) address of its initial registered office in this Commonwealth or office provider and the county of venue is: INCORP SERUIG	(b) name of its commercial registered as, Talc.
(a) Number and street City State 7.208 Red TDP 2000 Hummels Tour PA	Zip County 17036 Oncephin
(b) Name of Commercial Registered Office Provider	County

DAUDHIN

<ol> <li>Check and complete one of the j <u>L</u> The address of the office requires that jurisdiction is:     </li> </ol>	following: ired to be maintained by it in t	he jurisdiction of its or	ganization by the laws of
Number and street	L. SR 226 Willow	State	60527 Zip
It is not required by the laws (	of its jurisdiction of organization	on to maintain an offic	e therein and the address
of its principal office is:			

6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable: The company is a restricted professional company organized to render the following professional service(s):

#### Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

Name	as of each general partner. Bu	siness Address		
	<del>.</del>			
•			_	
The address of the office at whe capital contribution is:	nich is kept a list of the name	mes and addresses	s of the limite	d partners and their

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

315 day of Man . 2011.

Josephic. Exelow SARUIGS LL/ rtnershin/Company Name of Signature Member MANAG Title

#### PENNSYLVANIA DEPARTMENT OF STATE CORPORATION BUREAU

### FECEIVED

#### Certificate of Amendment of Registration-Foreign

AUG 29 2011

PA PUBLIC UTILITY COMMISSION

SECRETARY'S BUREAU

(15 Pa.C.S. § 8585) Limited Partnership

Registered Limited Liability Partnership

× Registered Limited Liability Company

---- Registered Limited Liability Company

Document will be returned to the name and address you enter to the left.

 Name
 Do

 Attn: Rick Burke, Nordic Energy Services, LLC
 na

 Address
 the

 One Tower Lane, Suite 300
 the

 City
 State
 Zip Code

 Oakbrook Terrace
 IL
 60181

Fee: \$250

In compliance with the requirements of 15 Pa.C.S. § 8585 (relating to amended certificate of registration), the undersigned, desiring to change the arrangements or other facts described in its application for registration as a foreign limited partnership, foreign registered limited liability partnership or a foreign limited liability company hereby states that:

1. The name under which the association was registered (or last registered) to do business in the Commonwealth of Pennsylvania is:

Nordic Energy Services, LLC

2. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
7208 Red Top Road	Hummelstown	PA	17036	Dauphin
(b) Name of Commercial Registered Office Provider			•	County
c/o: InCorp Services, Inc.	•		Dauphin	

3. (*If applicable*): The address of the registered office of the association in this Commonwealth is hereby changed to:

(a) Number and street	City	State	Zip	County	
(b) Name of Commercial Register c/o:	red Office Provider			County	

4. If applicable: The association desires that its registration be amended to change its name to:

5. *If applicable*: The association desires that its registration be amended as follows in order to reflect arrangements or other facts that have changed.

Address of Illinois office (State of organization) is changed to:

One Tower Lane, Suite 300

Oakbrook Terrace, IL 60181

IN TESTIMONY WHEREOF, the undersigned has caused this Certificate of Amendment of Registration to be signed by a duly authorized officer, member or manager thereof this

S day of August 2011. Nordic Energy Services LLC Name of Association Signature Inesularit Title

Docketing Statement DSCB:15-134A (Rev 200)	)
Departments of State and Revenue	

One (1) copy required

BUREAU USE ONLY: Dept. of State Entity #		
Dept. of Rev. Box #	····	
Filing Period	Date 3 4 5	
SIC/NAICS	Report Code	

#### Check proper box:

**Pennsylvania Entities** 

business stock business non-stock professional
nonprofit stock
statutory close management
cooperative insurance
limited liability company restricted professional
limited liability companybusiness trust

**Foreign Entities** 

г

St	ate/Country	Date
	business nonprofit <u>x</u> limited liability restricted pro limited liability business trust	fessional ity company

#### Other

- domestication division
- consolidation

1. Entity Name: Nordic Energy Services, LLC

2. Individual name and mailing address responsible for initial tax reports:

James C. Deering, 625 Plainfield Rd., Ste 226, Willowbrook, IL 60527 Number and street City

Name

ī.

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State

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3. Description of business activity: **Electricity Supplier** 

4. Specified effective date, if any: 09/01/2011 month/day/year hour, if any

5. EIN (Employer Identification Number), if any: 32-0018667

6. Fiscal Year End: December, 31

7. Fletitious Name (only if foreign corporation is transacting business in PA under a fletitious name): N/A

#### **DETACH HERE BEFORE MAILING**

DEPARTMENT OF ALVENUE BUREAU OF CORPORATION TAXES	PA CORPORATION TAXES REV-854R EIN/TAX YEAR/ADDRES	S CHANGE	DEPT USE ONLY
ACCOUNT ID 2954-575	1. CURRENT EIN	1.	NEW EIN
CORPORATION NAME NORAIC ENERGY SERVICES		2. NEW TAX YE	AR END DATE DD YY
CURRENT TAX YEAR END DATE <u>MM DD YY</u> 12 31 2011 REPLACE CURRENT ADDRESS TREET 625 PLAIN FIELD RD.	3. NEW ADDRESS Street	TOWER LANDE	
SUITE 226 IV STATE Willowbrock IL	ZIP GOSA7 IL	OCK TERRACE	
	O NOT ENCLOSE OTHER COUPONS OR PAY	MENTS.	



AUG 29 2011

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic

# Nordic Energy Services, L.L.C.

## Attachment B

Proof of Status as LLC in Illinois

Sect Depa Limit Root Sprit http://	ee White retary of State artment of Business Services ited Liability Company Divisio m 359, Howlett Building inglietd, IL 02756 //www.scs.state.B.us		t Organization	FILE DATE 06/12/20	
chet			poppass	FILE DATE 06/12/20 JESSE WHITE	
	ment must be made by centifi ck, cashier's check, tillino ney's check, lilinois C.P.A.'s che pney order, payable to "Secrets tate."	ole Assigned File # ()(	1729345 1400.00	SECRETARY OF STA	
1.	Limited Liability Compa	any Name: <u>Nordic Ene</u>	ergy Services, LLC		
<b>.</b> .	(The LLC name must contain the words finited fiability company, LL.C. or LLC and cannot contain the terms corporation, corp., incorporated, inc., kd., co., limited partnership, or L.P.)				
2	If transacting business	under an assumed name	, complete and attach Form	LLC-1.20.	
3.	The address of its principal place of business: (Post office box alone and c/o are unacceptable.)				
		Chicago, I			
4.	The Articles of Organiza	ation are effective on: (Cl		· · · · · · · · · · · · · · · · · · ·	
	a) $\underline{X}$ the filling date		iate later than but not more ig date:		
<b>5</b> .	The registered agent's o	name and registered offic	e address is:		
	Registered agent:	Christopher D. Sch	uering	Last Neme	
	Registered Office:	506 Vermont			
	(P.O. Box and c/o are unacceptable)	Number Quincy, IL 62301	Sbeet	Suite d Adams	
				s code # (IRS Form 1085).	
I	(If not sufficient space to cover this point, add one or more sheets of this size.) "The transaction of any or all lewful business for which limited liability companies may be organized under this Act."				
		8999			
		pon which the company i colution enumerated on a	(manth, day	. year)	

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E.q

#### LLC-5.5

If yes, list names and addresses.

8. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment:

	If yes, state the provisions(s) from the ILLCA.	Yes 🖸 No	,
<del>9</del> .	a) Management is by managar(s): If yes, list names and business addresses.	Yes 🗍 No	3 . 4
		James C. Deering 125 S. Wacker Chicago, IL 60606	
	b) Managament is vested in the member(s):	Yes X No	1

.

10. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

C	April 30	2002	_			
	(Month/Day)	(Year)	-		•	• • .
	Signature(e) and Name(e) of Organizar(	8)	Business	a Address(#8)		
1	har they	1	125 S. Wacker			- 10
··	A Signature /		Number	Stree		
J	anes C. Deering,		Chicago			_ ^ ^
	(Type or pdnt nerrie and title)			Hy! Town		
			IL 60606			<u> </u>
	(Name If a corporation or other antity)		State		ZIP Code	
2		2				_
	Signature		Number	St/Bet		
	(Type or print name and the)		c	lty/Yown		-
	(Name II a corporation or other entity)		Stala		tt <sup>p</sup> Code	-
3	Signature	3	Number	Stool		-
	(Type or print name and title)	•	<u></u>	ly/Town		-
	(Name II a corporation or other entity)		Stale		UP Code	-

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

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LLC-4.6

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic Energy Services, L.L.C.

# Attachment C

Proof of Service of a Signed and Verified Application with Attachments

#### **CERTIFICATE OF SERVICE**

On this the 25th day of August 2011, 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 attachments have been served upon the following:

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

Small Business Advocate Commerce Building, Suite 1102 300 North Second Street Harrisburg, PA 17101

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

Legal Department Attn: Paul Russell PPL Two North Ninth Street Allentown, PA 18108-1179 Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120

Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946

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AUG 29 2011

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

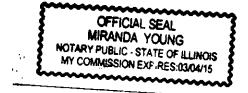
Signature of Affiant

Sworn and subscribed before me this 21

day of 20 1

Signature of official administ oath

My commission expires 3 4 15





August 25, 2011

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

Dear Mr. Popowsky,

Nordic Energy Services, LLC is in the process of filing to obtain a license to become an electric supplier in the state of Pennsylvania. As required by the Pennsylvania Public Utility Commission, we are providing you with a copy of our application package.

Sincerel wante Miranda Young

Contracts Administrator Nordic Energy Services, LLC One Tower Lane Suite 300 Oakbrook Terrace, IL 60181

> Nordic Energy Services L.L.C. / One Tower Lane, Suite 300 / Oakbrook Terrace, IL 60181 630.321.0888 / 630.321.0819 fax / Toll Free Number: 877.808.1022



August 25, 2011

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

Dear Attorney General Kelly,

Nordic Energy Services, LLC is in the process of filing to obtain a license to become an electric supplier in the state of Pennsylvania. As required by the Pennsylvania Public Utility Commission, we are providing you with a copy of our application package.

Sincerel wall Miranda Young

Contracts Administrator Nordic Energy Services, LLC One Tower Lane Suite 300 Oakbrook Terrace, IL 60181

> Nordic Energy Services L.L.C. / One Tower Lane, Suite 300 / Oakbrook Terrace, IL 60181 630.321.0888 / 630.321.0819 fax / Toll Free Number: 877.808.1022



Nordic Energy Services, L.L.C.

August 25, 2011

William R. Lloyd, Jr., Esq. Office of the Small Business Advocate Commerce Building, Suite 1102 300 North Second Street Harrisburg, PA 17101

Dear Mr. Lloyd,

Nordic Energy Services, LLC is in the process of filing to obtain a license to become an electric supplier in the state of Pennsylvania. As required by the Pennsylvania Public Utility Commission, we are providing you with a copy of our application package.

Sincerely, Amenel Miranda Young

Contracts Administrator Nordic Energy Services, LLC One Tower Lane Suite 300 Oakbrook Terrace, IL 60181

> Nordic Energy Services L.L.C. / One Tower Lane, Suite 300 / Oakbrook Terrace, IL 60181 630.321.0888 / 630.321.0819 fax / Toll Free Number: 877.808.1022



August 25, 2011

Dan Meuser Secretary of Revenue Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946

Dear Secretary Meuser,

Nordic Energy Services, LLC is in the process of filing to obtain a license to become an electric supplier in the state of Pennsylvania. As required by the Pennsylvania Public Utility Commission, we are providing you with a copy of our application package.

Sincera Miranda Young

Contracts Administrator Nordic Energy Services, LLC One Tower Lane Suite 300 Oakbrook Terrace, IL 60181



Nordic Energy Services, L.L.C.

August 25, 2011

Legal Department Attn: Paul Russell PPL Two North Ninth Street Alientown, PA 18108-1179

Dear Mr. Russell,

Nordic Energy Services, LLC is in the process of filing to obtain a license to become an electric supplier in the state of Pennsylvania. As required by the Pennsylvania Public Utility Commission, we are providing you with a copy of our application package.

annul **Miranda Young** 

Contracts Administrator Nordic Energy Services, LLC One Tower Lane Suite 300 Oakbrook Terrace, IL 60181



AUG 2 9 2011 PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic

# Nordic Energy Services, L.L.C.

Attachment D

Proof of Bonding



# AUG 29 2011

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic

# Nordic Energy Services, L.L.C.

# Attachment F

Tax Certification Statement

# Appendix F

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# AUG 29 2011

# COMMONWEALTH OF PENNSYLVANIA PUBLIC UTILITY COMMISSION

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# TAX CERTIFICATION STATEMENT

PA PUBLIC UTILITY COMMISSION

## SECRETARY S BUHEAU

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 81/2" x 11" paper. Type or print all information requested.

1. CORPORATE OR APPLICANT NAME Nordic Energy Services, LLC			IONE NO. (630) RSON(S) FOR TA c		<b>»</b> :	
3. TRADE/FICTITIOUS NAME (IF ANY) N/A						
4. LICENSED ADDRESS (STRE 625 Plainfield Road, Ste 226, Willowbrook, IL 6052	ET, RURAL ROUTE, P.O. I 7	BOX NO.) (F	POST OFFICE)	STATE)	(ZIP)	
5. TYPE OF ENTITY SOLE PROPR					CORPORATION	
		<u></u>	<b></b>			
NAME (PRINT)	— <u>——</u> ——— <u>———</u> —	SOCIAL SECT	URITY NUMBER	(OPTIONAL)	}	
James C. Decring			· LL_	J · L	<u> </u>	L!
NAME (PRINT)		SOCIAL SECI	JRITY NUMBER	(OPTIONAL)	)	···
Frank Brumfield		LL_	· [	· L	<u> </u>	Ĺ
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Gerald Herr		L		· L	<u>i I I</u>	J
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				] - L	<u> </u>	
NAME (PRINT)		SÓCIAL SECU	IRITY NUMBER	(OPTIONAL)		
				L	<u> </u>	
A Item A- Designated by the Pennsylvania Department of Item B - Designated by the Internal Revenue Service. Item C - Designated by the Pennsylvania Department	Applicant must provide exp of Revenue.	planation if submitting	N/A for any items			
	PPLICATION	C. CORPORATE	BOX NUMBER (7	DIGITS) A	PPLICATION	
					PENDING	
		<b></b>				
		l		YES	NO	
NAME AND PHONE NUMBER OF PERSON(S) RE				YES	X NO	
NAME AND PHONE NUMBER OF PERSON(S) RE	SPONSIBLE FOR FILING	TAX RETURNS				
lames C. Decring	James C. Deering		_James C. D	eering		
SALES AND USE TAX	EMPLOYER TAXES		CORNEL		- <u>.</u>	<del>_</del>
PHONE 630-321-0888	PHONE 630-321-0888		PHONE 630			
relephone inquiries about this form a	may be directed to	the Pennsylvani	a Departmen	t of Reven	ue at the	

following numbers: (717) 772-2673, TDD# (717) 772-2252 (Hearing Impaired Only)



AUG 29 2011

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic

# Nordic Energy Services, L.L.C.

# Attachment G

**Technical Fitness** 

## STATE OF ILLINOIS

## ILLINOIS COMMERCE COMMISSION

Nordic Energy Services, LLC	:	
Application for Certificate of	:	08-0527
Service Authority under Section	:	
16-115 of the Public Utilities Act.	:	

### <u>ORDER</u>

By the Commission:

### I. PRELIMINARY MATTERS

On September 8, 2008, Nordic Energy Services, LLC ("Applicant" or "Nordic Energy") filed a verified application with the Illinois Commerce Commission ("Commission") requesting a certificate of service authority in order to become an alternative retail electric supplier ("ARES") in Illinois pursuant to Section 16-115 of the Public Utilities Act ("Act"), 220 ILCS 5/1-101 et seq., and 83 Ill. Adm. Code 451 ("Part 451"). Applicant submitted its certificate of publication showing that on September 11, 2008, proper notice of the application was published in the official state newspaper. On September 17, 2008, the Administrative Law Judge requested clarification of certain matters contained in the application. Applicant filed a verified response to the Administrative Law Judge on September 24, 2008.

### II. BACKGROUND AND AUTHORITY SOUGHT BY APPLICANT

In this proceeding, Applicant seeks a certificate of service authority to allow it to sell electricity and power to all eligible nonresidential customers with annual electrical consumption greater than 15,000 kilowatt-hours ("kWh") in the service area of Commonwealth Edison Company.

# III. REQUIREMENTS FOR ALL APPLICANTS UNDER SECTION 16-115(d) OF THE ACT

Applicant is a limited liability company organized under the laws of Illinois. Applicant does not intend to install, operate, or maintain generation, transmission, or distribution facilities within the State of Illinois. Therefore, no demonstration of compliance with the requirements of Section 451.20(f)(2) has been made and Applicant's employees are not permitted to perform such functions, and other entities are not permitted to perform such functions pursuant to contractual arrangements with Applicant. Applicant claims it is an independently owned Chicago based energy management firm specializing in managing clients' natural gas and electric requirements. Nordic says its customers enjoy a focused approach to energy procurement, contract negotiations, customized risk management, and effective energy operation cost reduction strategies. Applicant states that it is authorized and licensed to supply natural gas to commercial and residential customers in Illinois and Indiana. Applicant says it will be offering standard industry retail electric products which may include, among others, fixed rate, block-index, and variable rate offers.

Applicant has certified that it will comply with all applicable regulations; that it will provide service only to retail customers eligible to take such services; that it will comply with informational and reporting requirements established by Commission rule; that it will comply with informational and reporting requirements pursuant to Section 16-112 of the Act; and that it will comply with all other applicable laws, regulations, terms, and conditions required to the extent they have application to the services being offered by an ARES. Additionally, Applicant has agreed to submit good faith schedules of transmission and energy in accordance with applicable tariffs. Applicant has agreed to adopt and follow rules relating to customer authorizations, billing records, and retail electric services and agrees to retain requests for delivery services transmitted to utilities for a period of not less than two calendar years after the calendar year in which they are created. Applicant has agreed to adopt and follow rules and procedures to preserve the confidentiality of its customers' data.

Pursuant to the requirements of Section 451.50 of Part 451, Applicant provided a License or Permit Bond in the amount of \$150,000 issued by a qualifying surety authorized to transact business in Illinois. Attachment C to the application is a copy of the required License or Permit Bond.

# IV. FINANCIAL, TECHNICAL, AND MANAGERIAL REQUIREMENTS OF SECTION 16-115

Applicant asserts that it meets the financial qualifications set forth in Section 16-115(d)(1). In its application, for purposes of compliance with the provisions of Section 451.320(a)(4), Applicant provided a Letter of Credit in an amount that was calculated pursuant to the formula set forth in Section 451.220(a)(4) using the market value of power and energy established by the Commission. The Payment Bond, Attachment D, to the application, is valid for a period of one year and Applicant provided the additional information required by Section 451.220(a)(4)(C).

Applicant represents that it meets the technical and managerial qualifications set forth in Section 16-115(d)(1) and Sections 451.330 and 451.340. Applicant identified the personnel who purportedly satisfy the criteria and provided biographical information for these individuals. Applicant indicates that it has arrangements in place to provide a 24-hour manned energy desk for coordination with control centers of scheduling changes, reserve implementation, curtailment orders, and interruption plan implementation. Applicant provided a telephone number, facsimile number and address where its staff can be directly reached at all times. Having reviewed the information submitted by Applicant, the Commission concludes that Applicant meets the financial, technical, and managerial qualifications set forth in Section 16-115(d)(1) of the Act and Subpart D of Part 451.

### V. COMMISSION CONCLUSION AND CERTIFICATE OF SERVICE AUTHORITY

The Commission has reviewed the application and attachments along with the supplementary information provided by Applicant regarding the technical, financial, and managerial requirements and all other requirements of the Act and Part 451 and finds that the Applicant sufficiently demonstrates compliance with the requirements.

The Commission concludes, therefore, that the application for a certificate of service authority to operate as an ARES should be granted and that the certificate should read as follows:

### CERTIFICATE OF SERVICE AUTHORITY

IT IS CERTIFIED that Nordic Energy Services, LLC is granted service authority to operate as an Alternative Retail Electric Supplier as follows:

SERVICES TO BE PROVIDED: The sale of electricity and power.

CUSTOMERS TO BE SERVED: All eligible nonresidential retail customers with annual electrical consumption greater than 15,000 kWh.

GEOGRAPHIC REGION(S) SERVED: The service area of Commonwealth Edison Company.

# VI. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having reviewed the entire record, is of the opinion and finds . that:

- Applicant, Nordic Energy Services, LLC, a business organized under the laws of, and authorized to do business in Illinois, seeks a certificate of service authority to operate as an Alternative Retail Electric Supplier under Section 16-115 of the Act;
- the Commission has jurisdiction over the parties hereto and the subject matter hereof;
- (3) the recitals of fact and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact, as required by Section 16-115(d)(1) of the Act;

- (4) Applicant has demonstrated that it possesses sufficient technical, financial, and managerial resources and abilities to provide power and energy to eligible nonresidential retail customers with annual electrical consumption greater than 15,000 kWh throughout the areas certified herein;
- (5) Applicant has complied with Section 16-115(d)(1) through (4), (6) and (8) of the Act and 83 III. Adm. Code 451; and
- (6) Nordic Energy Services, LLC should be granted a certificate of service authority to operate as an alternative retail electric supplier in those service areas identified in Section V of this Order.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Nordic Energy Services, LLC is hereby granted the Certificate of Service Authority set out in Section V of this Order, subject to the conditions contained in this Order.

IT IS FURTHER ORDERED that Nordic Energy Services, LLC shall comply with all applicable Commission rules and orders now and as hereafter amended.

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Public Utilities Act and 83 III. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By order of the Commission this 8th day of October, 2008.

(SIGNED) CHARLES E. BOX

Chairman

## MANAGERIAL QUALIFICATIONS

JAMES C. DEERING is the Managing Member of Nordic Energy Services LLC. Jim has acquired over 4 years of experience with enterprise financial and administration responsibilities including profit and loss, between 2002-to date (December, 2010), in the various roles outlined below that he has held at Nordic.

Jim has over 12 years of energy industry experience. His energy career began with USX-Delhi Gas Pipeline. Jim has been a part of three separate retail energy start ups Delhi Gas Pipeline, Exelon Energy and finally Nordic Energy. While at Nordic, which he founded in 2002, Jim has been involved in all areas of the business including; becoming AGS certified in two states, receiving ARES( Alternate Retail Electric Supplier ) as certified by the Illinois Commerce Commission, starting building and eventually conducting a multi million dollar sale of Nordic Energy's Indiana assets, interfacing with regulators in both Indiana and Illinois on behalf of Nordic, managing daily operations of a natural gas and electric retailer with over a thousand customers behind 5 utilities in two states, negotiating supply relationships for both natural gas and electricity, integrating billing systems, overseeing the development of customized software solutions, managing sales and marketing for Nordic, as well as interfacing with Nordic's legal counsel. Additionally Jim holds a J.D. from The John Marshall School of Law.

## **RICHARD J. BURKE** is the Chief Financial Officer at Nordic Energy Service LLC.

Richard has acquired over 4 years of experience with enterprise financial and administration responsibilities including profit and loss, between 1993 to 2007, in the various roles outlined below that he has held at Monroe Capital and Condell Medical Center, and between October 2007 to date (December 2010) in the various roles outlined below that he has held at Nordic.

Richard joined Nordic in October of 2007. Richard has over 20 years of billing, finance and accounting experience. Prior to joining Nordic, he was the V.P. of Finance with Monroe Capital (formerly Hilco Capital), a middlemarket commercial lender which maintained over \$1 billion of assets under management. From 2000 through October 2007, at Monroe Capital, Richard held the position of V.P. of Finance, and his duties included:

- Directly responsible for establishing all financial, accounting, human resources, and loan operation infrastructure of the business.
- Established and maintained the necessary equity and bank lines of credit which amounted to approximately \$800 million in equity and debt capital.
- Primary responsibilities included all accounting functions, financial reporting, bank and investor relations, tax returns, strategic planning, analysis, budgeting,

treasury management, internal controls and maintaining all related systems, software, policies and procedures.

- Experienced in underwriting complex structured financing transactions, leading portfolio company reorganizations and turnaround projects.
- Responsible for all GAAP and regulatory compliance. Reported directly to CEO.

In addition, Richard has worked in a variety of industries in a financial management capacity, including health care (Director of Finance for Condell Medical Center), publishing (Correspondent and Special Projects Analyst for Commerce Clearing House) and financial services (Registered Representative for Prudential Bache).

Richard holds an MBA in Finance, is a CPA, and is also a member of the AICPA, IL CPA Society and Turnaround Management Association (TMA). Since joining Nordic in October 2007, Richard's role at Nordic consists of overseeing all finance and accounting aspects of the business including accounting, treasury management, credit and risk management and banking and investment relations.

## **GERALD W. HERR**

Gerald has acquired over 4 years of experience with enterprise financial and administration responsibilities including profit and loss, between February 2002 to date (December, 2010), in the various roles outlined below that he has held at Nordic.

Gerald is the Vice-President, Business Development at Nordic Energy Services LLC. Mr. Herr bring 27 years of energy and account management experience to Nordic Energy, most recently as Director of Electric Sales and Manger, Regional Major Accounts for NIPSCO, an Indiana combination gas and electric utility. At Nordic, Mr. Herr's duties include originating the daily fixed price report each morning to Nordic staff and all agents, maintaining the distribution of all information and marketing transmittal to Nordic staff and the agent community, researching and assembling information and data for the weekly Nordic Energy Electric Newsletter and the weekly Nordic Energy Gas Newsletter. Each month competitive marketing information is updated for the gas and electric utility price comparison graphs and spreadsheets and sent to Nordic sales staff and all agents. Proactively seeks and coordinates all sales staff and agent requests for gas fixed pricing. This information is assembled and usage data is verified as well as contractual information and requirements researched to derive the necessary documents for customer fixed pricing. The purchase of the gas is then sought and accomplished with suppliers. Documentation and sales reporting then follows each fixed price deal. Actively maintains all the necessary relationship requirements with customers attained and actively seeks new gas and electric customers. Maintains the relationship and initiates all the analysis and graphs and spreadsheets required for the

consulting agreements with a large commercial bakery and the gas Energy Management agreement with the City of Chicago. In addition as a member (owner) of Nordic Energy Services LLC Gerry Herr has been intimately involved in monitoring the financial success of the business meeting with senior management on a regular basis to establish and maintain operational efficiency including P and L responsibility.

### WAYNE BOLLINGER

Wayne has acquired over 4 years of experience buying and selling power and energy in wholesale markets, between 1999-2007, in the various roles outlined below that he has held at Exelon Energy (formerly Unicom Energy) and Peoples Energy Services, and November 2009 to date (December 2010), in the various roles outlined below that he has held at Nordic..

Wayne is the General Manager, Electric at Nordic Energy Services LLC. Wayne holds an MBA from DePaul University and a BS in Electrical Engineering. He has over 20 years of experience in energy, both natural gas and electric. His varied experiences include field engineer, design, marketing, supply, risk and pricing. Wayne has worked for MidCon, Exelon Energy, Peoples Energy Services, and most recently Integrys Energy Services. From 1999-2001, at Exelon Energy, and from 2001-2007, at Peoples Energy Services, and from November 2009 to date, Wayne's duties included buying and selling power and energy in wholesale markets, risk management, and pricing. At Nordic, since November 2009, Wayne has been responsible for the daily operations for electric including supply acquisition, scheduling, risk and pricing activities.

# Chris Armitage (V.P. of East Power, EDF Trading North America, LLC)

Chris has acquired over 4 years of experience buying and selling power and energy in wholesale markets, between 1999-to date (December, 2010), in the various roles outlined below that he has held at Dynegy, Inc., Eagle Energy Partners, and EDF. Further, Chris has also acquired over 4 years experience electric system operational experience, between 1999 to date (December 2010), in the various roles outlined below that he has held at Dynegy, Eagle Energy and EDF.

Chris started his career in energy trading and power asset optimization at Dynegy Inc. in 1999. He began trading in the ERCOT region on the 24 hr desk, managing a full requirements deal while optimizing approximately 500 megawatts of Dynegy owned generation. After 4 months, he was moved to the lead hourly position in the Midwest, with primary responsibility for optimizing Dynegy's entire portfolio of Midwest generation assets.

Within six months he was promoted to manager of the South East 24 hr desk. While in that position which spanned the remaining two years he was with Dynegy, he oversaw all southeast intraday trading and operational activity, which included determining trading strategies, finding market opportunities throughout the southeast, optimizing over 2500mws of gas fired generation within the region, maximizing transmission and managing a full requirements deal.

In 2003, Chris joined Eagle Energy Partners as one of three founding members of the power desk where he had the responsibility of developing and growing its reach within the Eastern Interconnect. While there Chris helped oversee load management, short-term and long-term trading, risk management, transmission and asset optimization for clients throughout North America,

After the acquisition of Eagle Energy by EDF Trading in 2008, Chris has continued in his role as V.P of East Power, overseeing all risk, trading and operations of the East Desk.

## Tony Mowbray (Sr Asset Manager, EDF Trading North America, LLC)

Tony Mowbray has acquired more than 4 years electrical system operational experience, between 2000 to date (December 2010) in the various roles outlined below that he has held at Dynegy, Eagle and EDF.

From 2000-2002 Tony held the position of real time trader at Dynegy, during which time he marketed utility scale generation fleets in Illinois and Georgia. From 2003-2008, Tony's role at Eagle Energy expanded to include merchant EMA asset management. Tony managed generation facilities across the eastern interconnect in the traditional bilateral markets in addition to MISO and PJM. Merchant EMA responsibilities included the dispatch of coal, combined cycle, combustion turbine, and wind resources. Tony continued in that role after EDF's acquisition of Eagle in 2008 and has taken on the role of East real time manager.

## Stanley Brown (agent/contractor)

Stanley Brown has acquired over 4 years of experience buying and selling power and energy in wholesale markets, between 1999-2007, in the various roles outlined below that he has held at PSE. Further, Stan has also acquired over 4 years experience electric system operational experience, between 1999-2009, in the various roles outlined below that he has held at Peoples Energy Services & Integrys Energy Services.

Stanley Brown, an experienced and motivated Energy industrial professional with over 25 years experience in natural gas and power operations. On the gas side of business,

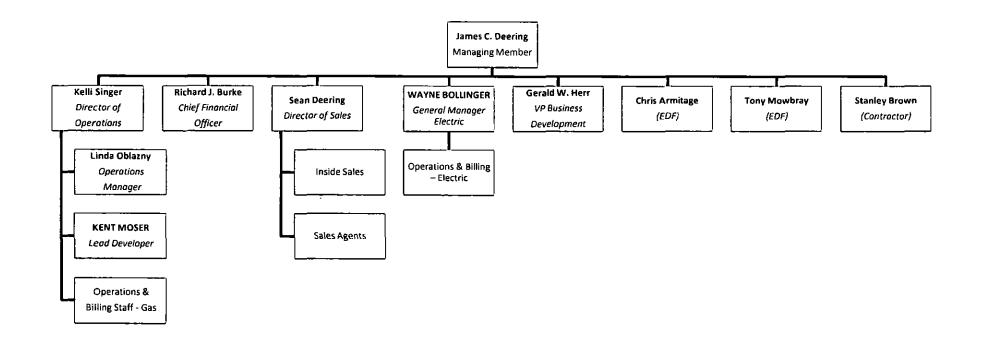
Mr. Brown has experience as a Senior Gas Controller and a Gas Operations Specialist. On the Electric side of business, Mr. Brown has experience as a Manager of Supply, Forecasting & Settlements and a Power Scheduler for Wholesale & Retail Operations. Mr. Brown also has experience as a Material Management Specialist compiling, organizing and disseminating information concerning construction projects to schedule & deliver proper material and Payroll Coordinator overseeing Payroll for over 3,600 employees.

Most recently (Sept 07 – Nov 09), Mr. Brown served in the capacity of a Power Scheduler for Integrys Energy Services responsible for timely submission of demand bids, financial bilaterals, etags, transmission reservations and virtual bids/offers into the various market portals (New England, New York, Texas, PJM, Mid-Atlantic & West Regions) & internal systems as needed to support wholesale and retail activities. In addition, Mr. Brown collected, prepared & submitted Federal Energy Regulatory Commission (FERC) Electric Quarterly Reports (EQR), which reports all Sales made by Integrys. Mr. Brown also was responsible for registered Integrys in various markets to allow traders to buy/sell Renewable Energy Certificates (RECs) and assigned certain operational rights to various personnel within each REC system.

From Aug 99-Sept 07, Mr. Brown served as Manager of People's Energy Services Co. (PES) Electric Retail Division where he managed the electric Supply, Forecasting & Settlements Depts. For over 8 years, he effectively negotiated and purchased Electric Wholesale Supply, from various Wholesale Suppliers, to meet the load requirements of all PES' large, medium & small Commercial & Industrial customers and developed purchasing strategies to more effectively compete in local utility's electric retail market resulting in increased sales and market share. Mr. Brown was the lead manager in charge of researching & understanding PJM Regional Transmission Organization business processes, defining its' impact to Peoples Energy Services once ComEd integrates with PJM in May 04' and ensuring proper operational and billing system adjustments are made.

From 1993-1997, Mr. Brown served as Senior Gas Controller for Natural Gas Pipeline Co. directly responsible for reliably and efficiently operating NGPL's system to satisfy scheduled and unscheduled receipts and deliveries of gas by managing line pack, compressor stations and storage fields. Mr. Brown was also responsible for preparing operating plans to setup and balance pipeline system based on prospective receipts and deliveries to ensure system integrity and resolved recurrent operational situations.







#### Company

NAEA Ocean Peaking Power, LLC NAEA Rock Springs, LLC NASDAQ OMX Commodities Clearing Company Other Supplier National Railroad Passenger Corp. - AMTRAK End User Customer NedPower Mount Storm, LLC Neptune Regional Transmission System, LLC NERC-Middlesex Solar I, LLC **NetPeak Energy Group LLC** New Covert Generating Company, LLC New Jersey Division of Rate Counsel New York State Electric & Gas Corporation Nexgen Management and Consulting Inc. NextEra Energy Power Marketing, LLC Nextera Energy Services Illinois, LLC Nextera Energy Services New Jersey, LLC Noble Americas Energy Solutions LLC Noble Americas Gas & Power Corp. Nordic Energy Services LLC North America Power Partners LLC North American Natural Resources - SBL, L.L.C. North American Power and Gas LLC. North Carolina Electric Membership Corporation North Carolina Municipal Power Agency Number 1 Northeast Maryland Waste Disposal Authority Generation Owner Northeast Transmission Development, LLC Northeast Utilities Service Company Northern Illinois Municipal Power Agency Northern Indiana Public Service Company Northern States Power Company Northern Virginia Electric Cooperative -NOVEC NorthPoint Energy Solutions, Inc. Northport USA, LLC NRG Power Marketing, L.L.C. NuEnergen, LLC Other Supplier NYSEG Solutions, Inc. Other Supplier NYX Energy Corp. **Other Supplier** 

#### Sector

Transmission Owner Transmission Owner Generation Owner Transmission Owner Generation Owner Other Supplier Generation Owner End User Customer **Other Supplier** Other Supplier Generation Owner **Other Supplier** Other Supplier Other Supplier Other Supplier **Electric Distributor** Other Supplier Generation Owner Other Supplier Electric Distributor Other Supplier Transmission Owner Other Supplier Other Supplier Other Supplier Generation Owner **Electric Distributor** Other Supplier Other Supplier Generation Owner

#### Type

Affiliate Voting Member Voting Member Voting Member Affiliate Voting Member Voting Member Voting Member Voting Member **Ex-officio** Voting Member Voting Member Voting Member Affiliate Affiliate Affiliate Voting Member Affiliate Voting Member Voting Member Voting Member Affiliate Voting Member Voting Member Associate Membership Voting Member Voting Member Affiliate

Voting Member

# Miranda Young

From:Wayne BollingerSent:Friday, June 03, 2011 11:24 AMTo:yeagert@pjm.comCc:Jim Deering; Miranda YoungSubject:RE: Documentation

We would like the change to be made to Other Supplier from Electric Distributor. So please make a note of it. I will also put a reminder to self as well.

Thanks for your assistance.

Wayne

# Wayne Bollinger

General Manager, Electric



Nordic Energy Services, L.L.C. 625 Plainfield Road, Suite 226 Willowbrook, IL 60527 #630.321.0888 \*240 #630.740.9553 *cell* #630.321.0819 *fax* www.nordicenergy-us.com

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From: <u>yeagerl@pim.com</u> [malito:yeagerl@pim.com] Sent: Wednesday, June 01, 2011 5:17 PM To: Wayne Bollinger Subject: Documentation

Hello Wayne,

Perhaps I can help. Our records show Nordic Energy Services, LLC as an LSE in the Electric Distributor sector from 12/5/2008.

The window of time each year to change sectors is 2 weeks prior to the Annual Meeting. This year's Annual Meeting took place on May 17<sup>th</sup>.

I have included the notice that was issued this year. It usually is sent about a month before the sector change date.

If you would like to change your sector in 2012, I can make a note of this.

From: <u>pim-mc-bounces+melissa.seymour=iberdrolaren.com@lists.pim.com</u> [<u>mailto:pim-mc-bounces+melissa.seymour=iberdrolaren.com@lists.pim.com</u>] On Behalf Of <u>mclavm@pim.com</u> Sent: Monday, April 04, 2011 1:35 PM

### To: <u>pjm-mc@lists.pjm.com</u> Subject: [Pjm-mc] PJM Annual Meeting - Sector Change Option

Sent on behalf of Tracy Miehlke:

**Dear Members:** 

In accordance with section 8.1.1 of the PJM Operating Agreement, Members are permitted to change their sector by providing written notice to PJM no later than ten (10) days prior to the Annual Meeting of the Members. The last day the sector changes will be accepted is Monday, May 9, 2011.

# 8. MEMBERS COMMITTEE, 8.1 Sectors., 8.1.1 Designation.

Voting on the Senior Standing Committees shall be by sectors. The Senior Standing Committee shall be composed of five sectors, one for Generation Owners, one for Other Suppliers, one for Transmission Owners, one for Electric Distributors, and one for End-Use Customers, provided that there are at least five Members in each Sector. Except as specified in Section 8.1.2, each Voting Member shall have one vote. Each Voting Member shall, within thirty (30) days after the Effective Date or, if later, thirty (30) days after becoming a Member, and thereafter not later than 10 days prior to the Annual Meeting of the Members for each annual period beginning with the Annual Meeting of the Members, submit to the President a sealed notice of the sector in which it is qualified to vote or, if qualified to participate in more than one sector, its rank order preference of the sectors in which it wishes to vote, and shall be assigned to its highest-ranked sector that has the minimum number of Members specified above. If a Member is assigned to a sector other than its highest-ranked sector in accordance with the preceding sentence, its higher sector preference or preferences shall be honored as soon as a higher-ranked sector has five or more Members. A Voting Member may designate as its voting sector any sector for which it or its Affiliate or Related Party Members is qualified. The sector designations of the Voting Members shall be announced by the Office of the Interconnection at the Annual Meeting and shall apply to all Senior Standing Committees.

Please send any sector change requests to:

Tracy A. Miehlke PJM Interconnection Valley Forge Corporate Center 955 Jefferson Avenue Norristown, PA 19403 miehlt@pjm.com

No reply is necessary if you do not plan to change your company's sector. Thank you, Tracy

*Lestie Yeager* PJM Interconnection Member Relations 955 Jefferson Avenue I Norristown, PA 19403 I <u>www.pjm.com</u> 610-666-4280

How am I doing?

# Customer Profile has been removed

This portion of Section G has been removed and is included in the confidential version

submitted under seal.



AUG 29 2011

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU



# Nordic Energy Services, L.L.C.

Attachment H

**Chief Officer Information** 

# **CHIEF OFFICERS**

JAMES C. DEERING is the Managing Member of Nordic Energy Services LLC.

Jim has acquired over 4 years of experience with enterprise financial and administration responsibilities including profit and loss, between 2002-to date (December, 2010), in the various roles outlined below that he has held at Nordic.

Jim has over 12 years of energy industry experience. His energy career began with USX-Dehli Gas Pipeline. Jim has been a part of three separate retail energy start ups Delhi Gas Pipeline, Exelon Energy and finally Nordic Energy. While at Nordic, which he founded in 2002, Jim has been involved in all areas of the business including; becoming AGS certified in two states, receiving ARES( Alternate Retail Electric Supplier ) as certified by the Illinois Commerce Commission, starting building and eventually conducting a multi million dollar sale of Nordic Energy's Indiana assets, interfacing with regulators in both Indiana and Illinois on behalf of Nordic, managing daily operations of a natural gas and electric retailer with over a thousand customers behind 5 utilities in two states, negotiating supply relationships for both natural gas and electricity, integrating billing systems, overseeing the development of customized software solutions, managing sales and marketing for Nordic, as well as interfacing with Nordic's legal counse!. Additionally Jim holds a J.D. from The John Marshall School of Law.

# RICHARD J. BURKE is the Chief Financial Officer at Nordic Energy Service LLC.

Richard has acquired over 4 years of experience with enterprise financial and administration responsibilities including profit and loss, between 1993 to 2007, in the various roles outlined below that he has held at Monroe Capital and Condell Medical Center, and between October 2007 to date (December 2010) in the various roles outlined below that he has held at Nordic.

Richard joined Nordic in October of 2007. Richard has over 20 years of billing, finance and accounting experience. Prior to joining Nordic, he was the V.P. of Finance with Monroe Capital (formerly Hilco Capital), a middle-market commercial lender which maintained over \$1 billion of assets under management. From 2000 through October 2007, at Monroe Capital, Richard held the position of V.P. of Finance, and his duties included:

- Directly responsible for establishing all financial, accounting, human resources, and loan operation infrastructure of the business.
- Established and maintained the necessary equity and bank lines of credit which amounted to approximately \$800 million in equity and debt capital.
- Primary responsibilities included all accounting functions, financial reporting, bank and investor relations, tax returns, strategic planning, analysis, budgeting, treasury management, internal controls and maintaining all related systems, software, policies and procedures.
- Experienced in underwriting complex structured financing transactions, leading portfolio company reorganizations and turnaround projects.
- Responsible for all GAAP and regulatory compliance. Reported directly to CEO.

In addition, Richard has worked in a variety of industries in a financial management capacity, including health care (Director of Finance for Condell Medical Center), publishing (Correspondent and Special Projects Analyst for Commerce Clearing House) and financial services (Registered Representative for Prudential Bache).

Richard holds an MBA in Finance, is a CPA, and is also a member of the AICPA, IL CPA Society and Turnaround Management Association (TMA). Since joining Nordic in October 2007, Richard's role at Nordic consists of overseeing all finance and accounting aspects of the business including accounting, treasury management, credit and risk management and banking and investment relations.

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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic Energy Services 11.6

# Nordic Energy Services, L.L.C.

# Attachment I

Sample Disclosure Statement

# <u>Residential/Small Business Under 25kW Disclosure Statement</u> Nordic Energy Terms and Conditions for Fixed Price Contract

**Purchase of Electricity Supply Service.** This is an agreement for electric generation service, between Nordic Energy Services, LLC ("Nordic Energy" also referred to as "we" and "our") and Customer NAME and ADDRESS, who shall be referred to as "you" or "your" in this agreement. Nordic Energy agrees to sell, and you agree to buy, your full requirements for residential electricity generation service at the price and on the terms and conditions specified in this agreement (the "Contract").

## Background

Nordic Energy is licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is <u>A-XXXX-XXXXXX</u>. Nordic Energy sets the generation prices and charges that you pay. The Public Utility Commission (the "PUC") regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

**Billing and Payment.** You will receive a single bill from INSERT EDC that will contain EDC's delivery charges and Nordic Energy's charges for your electric generation and transmission service, and is due and payable when your EDC bill is due at the billing address provided in your EDC bill. If you are not eligible for consolidated billing by your EDC, you need to remedy that restriction with the EDC before we can serve you. Should the EDC cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. We reserve the right to change our billing methods. If we change our billing methods, we will send you two (2) advance written notices either in your bills or in separate mailings between 45 and 90 days before the effective date of the changes.

**Right of Rescission.** You may cancel this Contract at any time before midnight of the third business day after receiving this disclosure by either notifying us in writing at the address provided below or by phone by calling us at \_\_\_\_\_\_ that you would like to rescind this Contract before we notify the EDC of our enrollment as your electric power supplier.

**Price to Compare.** Please note that our fixed price is lower than the EDC's price to compare as of the date of this offer. However, while we offer a fixed price, the EDC's price to compare likely will change from time to time and therefor Nordic Energy cannot guarantee savings over the EDC's rates for the entire term of this Contract or any renewals.

## Definitions

"Generation Charge" means charges for production of electricity.

**"Transmission Charge"** means charges for moving high voltage electricity from a generation facility to the EDC's distribution lines.

### Terms of Service

Basic Service Price. If we receive your signed Contract by mail not later than \_\_\_\_\_\_\_\_, 2011, your price for electricity generation will be either \_\_\_\_\_\_\_ cents per kilowatt-hour (kWh) for a 12-month term OR \_\_\_\_\_\_ cents per kWh for a 24-month term, based on your election, upon enrollment by the <u>INSERT EDC NAME</u> electric distribution company (the "EDC"). This price includes Generation Charges and Transmission Charges, and estimated current total state taxes, including current Gross Receipts Taxes, but excludes applicable state and local Sales Taxes.

**Length of Agreement.** You will buy your electricity generation service for the account(s) associated with the above street address from Nordic Energy beginning on a date set by your EDC and continuing for an initial term of SELECT twelve (12) or SELECT twenty-four (24) months (as selected by your). After the initial term, this Contract may be renewed for an additional time period in accordance with the renewal section below or until cancelled in writing by Nordic Energy or you as provided in the "Cancellation" section below.

**Penalties, Fees and Exceptions.** In addition to amounts owed for your electricity generation service:

(a) If Nordic Energy directly invoices you, you are required to pay our invoices within 20 days from the invoice date and we reserve the right to charge you interest for any past due invoice amount at 1.5% per month or the highest amount permissible under applicable law, whichever is less. In addition, you agree to pay Nordic Energy's costs incurred in collecting amounts owed us, including reasonable attorney's fees and returned check charges. If you make a payment for any amount less than the total amount due, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.

(b) If you cancel this Contract, you may be responsible for payment of an early cancellation fee of \$150.00 as provided in the "Cancellation" section below.

**Cancellation.** (a) Nordic Energy may cancel this Contract for any non-payment or any other breach of this Contract upon 30-days prior written notice to you of such cancellation. If you fail to cure within the 30-day notice period, we may cancel the Contract even if you subsequently cure the non-payment or breach after such period has expired. We may also cancel this Contract upon 30 days' prior written notice to you if you are no longer eligible for consolidated billing by the EDC or if, due to a change in law or other act beyond our reasonable control, we are no longer able to serve you. Either you or Nordic Energy may cancel this Contract during a month-to-month renewal period upon written notice in accordance with the renewal provision below effective as of the end of the next applicable meter read date after the expiration of the required notice period.

You may also cancel this Contract prior to the end of the applicable term for your convenience by giving us not less than 30 days prior written notice, in which case you will be charged a cancellation fee of \$150.00.

Upon any cancellation of this Contract, you will return to receiving default service from the EDC unless you have selected another electric power supplier. The effective date of any cancellation will be the next applicable meter read date after expiration of the required notice period. Upon any cancellation, you will remain responsible for any unpaid balance as of the cancellation date plus any applicable cancellation fee. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between Nordic Energy and you but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable law. If the EDC purchases the right to receive your payments under this Contract, your payment obligations may become EDC charges for purposes of termination of service.

(b) If you move, our Contract will end and you will be required to return to EDC service for at least one month for service at your new address after which period we would welcome the opportunity to serve you under a new Contract at your new address. You will be responsible for paying all electricity supplied to your old address until the date this contract is cancelled in accordance with its terms.

(c) Notwithstanding any other provision in this Contract, this Contract may be changed by Nordic Energy upon the occurrence of any event beyond its reasonable control that increases the obligations of Nordic Energy or the cost of performing such obligations under this Contract. If we request such a change, we will provide you notice of the changed prices and/or terms and conditions and you will have an opportunity to cancel this Contract without any further obligation by notifying us in writing within 30 days after receiving notice of the new prices and/or terms and conditions, in which case your electric generation service will be cancelled effective as of a date set by your EDC, after expiration of the required notice period. You will remain responsible for any unpaid balance as of the cancellation date but we will not assess a cancellation payment.

**Credit.** If you are not enrolled in a Purchase of Receivables program through your EDC, Nordic Energy reserves the right to determine if you credit standing is satisfactory for originating or continuing electric generation service under this Contract. Consistent with applicable law, Nordic Energy uses uniform income, deposit and credit requirements in determining whether to offer service to potential customers.

**Renewal Provision/Agreement Expiration/Change in Terms.** If you have a fixed term agreement and it is approaching the expiration date or if we propose to change our terms of service, we will send you two (2) advance written notices either in your bills or in separate mailings between 45 and 90 days before either of the expiration date or the effective date of the changes. We will explain your options in these two (2) advance notices.

Limitation of Liability. YOU AGREE THAT NEITHER NORDIC ENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE EDC ISO-CONTROLLED ELECTRICITY GRID. OR THE WHICH INCLUDE MAINTENANCE OF ELECTRIC LINES AND SYSTEMS. SERVICE INTERRUPTIONS, LOSS OR TERMINATION OF SERVICE, DETERIORATION OF ELECTRIC SERVICES, METER READINGS OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF ELECTRICTY, NEITHER NORDIC ENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR CANCEL ELECTRIC GENERATION SERVICE ON THE DATE SPECIFIED HEREIN DUE TO ANY FAILURE OR DELAY IN ENEROLLING YOU WITH THE EDC. NORDIC'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEEDING 12 IN NO EVENT SHALL NORDIC ENERGY OR ANY OF ITS MONTHS. AFFILIATES OR SUBCONTRACTORS BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE OF THIS CONTRACT.

Force Majeure. We do not transmit or deliver electricity and certain causes and events out of our control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events, including acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the EDC's system; non-performance by the EDC, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our control.

**Miscellaneous.** Except with respect to Nordic Energy's affiliates and subcontractors under the "Limitation of Liability" section, there are no third party beneficiaries of this contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, shall survive cancellation for any reason. This Contract constitutes the entire agreement between you and Nordic Energy. No statement, promise or inducement made by either party not contained in this Contract shall be valid or binding. Any reference to days or periods shall mean calendar days.

Assignment, Address Change. Nordic Energy may in accordance with applicable law, assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including your payment obligations under this Contract. You may not assign any of your rights or obligation under this Contract without our prior written consent. If you move, our Contract will be cancelled and you will be required to return to EDC

service for at least one month for service at your new address after which period we would welcome the opportunity to serve you under a new Contract at your new address. You will be responsible for paying all electricity supplied to your old address until the date this Contract is cancelled in accordance with its terms.

**Contact Information.** Please contact at the following address or phone number to resolve any disputes regarding this Contract:

Generation Supplier Name:	Nordic Energy Services, LLC
Address:	One Tower Lane, Suite 300 Oakbrook Terrace, IL 60181
Phone Number:	
Internet Address:	http://www.nordicenergy-us.com/
For emergencies relating to your service, ple	ease contact the EDC at ###########.:
Electric Distribution Company Name:	
Provider of Last Resort Name (or EDC):	
Address:	
Phone Number:	
Public Utility Commission (PUC) Address:	P.O. Box 3265 Harrisburg, PA 17105-3265
Choice Hotline Number:	1-800-692-7380
Universal Service Program Name:	
Phone Number:	

**Information Release Authorization.** Throughout the term, you authorize Nordic Energy to obtain information from the EDC that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges hereunder are included on your EDC bill, billing and payment information from the EDC. You authorize Nordic Energy to release such information to third parties that need to know such information in connection with your electric generation service and to Nordic's affiliates and subcontractors. These authorizations shall remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us. We reserve the right to reject your enrollment or cancel this Contract in the event these authorizations are rescinded, you fail to meet or maintain satisfactory credit standing as determined by us, or you fail to meet minimum or maximum threshold consumption levels as determined by us.

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# Nordic Energy Services, L.L.C.

# Attachment J

Proof of Registration with PJM

# PJM Member List



Company	Sector	Туре
NAEA Ocean Peaking Power, LLC	Transmission Owner	Affiliate
NAEA Rock Springs, LLC	Transmission Owner	Voting Member
NASDAQ OMX Commodities Clearing Comp	ралу Other Supplier	Voting Member
National Railroad Passenger Corp AMTR	AK End User Customer	Voting Member
NedPower Mount Storm, LLC	Generation Owner	Affiliate
Neptune Regional Transmission System, L	LC Transmission Owner	Voting Member
NERC-Middlesex Solar I, LLC	Generation Owner	Voting Member
NetPeak Energy Group LLC	Other Supplier	Voting Member
New Covert Generating Company, LLC	Generation Owner	Voting Member
New Jersey Division of Rate Counsel	End User Customer	Ex-officio
New York State Electric & Gas Corporatio	n Other Supplier	Voting Member
Nexgen Management and Consulting Inc	Other Supplier	Voting Member
NextEra Energy Power Marketing, LLC	Generation Owner	Voting Member
Nextera Energy Services Illinois, LLC	Other Supplier	Affiliate
Nextera Energy Services New Jersey, LLC	Other Supplier	Affiliate
Noble Americas Energy Solutions LLC	Other Supplier	Affiliate
Noble Americas Gas & Power Corp.	Other Supplier	Voting Member
Nordic Energy Services LLC	Electric Distributor	Voting Member
North America Power Partners LLC	Other Supplier	Voting Member
North American Natural Resources - SBL, L.C.	Generation Owner	Voting Member
lorth American Power and Gas LLC.	Other Supplier	Voting Member
lorth Carolina Electric Membership	Elemente Distalle se en	
orporation	Electric Distributor	Voting Member
forth Carolina Municipal Power Agency Jumber 1	Other Supplier	Voting Member
lortheast Maryland Waste Disposal Author	ity Generation Owner	Voting Member
lortheast Transmission Development, LLC	Transmission Owner	Affiliate
ortheast Utilities Service Company	Other Supplier	Voting Member
orthern Illinois Municipal Power Agency	Other Supplier	Voting Member
orthern Indiana Public Service Company	Other Supplier	Voting Member
orthem States Power Company	Generation Owner	Affiliate
orthern Virginia Electric Cooperative • OVEC	Electric Distributor	Voting Member
orthPoint Energy Solutions, Inc.	Other Supplier	Voting Member
orthport USA, LLC	Other Supplier	Associate Membe
RG Power Marketing, L.L.C.	Generation Owner	Voting Member
uEnergen, LLC	Other Supplier	Voting Member
YSEG Solutions, Inc.	Other Supplier	Affiliate
YX Energy Corp.	Other Supplier	Voting Member

Туре

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# Miranda Young

From: Sent: To: Cc: Subject: Wayne Bollinger Friday, June 03, 2011 11:24 AM yeagerl@pjm.com Jim Deering; Miranda Young RE: Documentation

We would like the change to be made to Other Supplier from Electric Distributor. So please make a note of it. I will also put a reminder to self as well.

Thanks for your assistance.

Wayne

# Wayne Bollinger

General Manager, Electric



Nordic Energy Services, LL.C. 625 Plainfield Road, Suite 226 Willowbrook, IL 60527 #630.321.0888 \*240 #630.740.9553 *cell* #630.321.0819 *fax* www.nordicenergy-us.com

From: <u>veagerl@pim.com</u> [mailto:yeagerl@pim.com] Sent: Wednesday, June 01, 2011 5:17 PM To: Wayne Bollinger Subject: Documentation

Hello Wayne,

Perhaps I can help. Our records show Nordic Energy Services, LLC as an LSE in the Electric Distributor sector from 12/5/2008:

The window of time each year to change sectors is 2 weeks prior to the Annual Meeting. This year's Annual Meeting took place on May 17<sup>th</sup>.

I have included the notice that was issued this year. It usually is sent about a month before the sector change date.

If you would like to change your sector in 2012, I can make a note of this.

From: pim-mc-bounces+mellssa.seymour=lberdrolaren.com@lists.pim.com [mailto:pim-mcbounces+melissa.seymour=lberdrolaren.com@lists.pim.com] On Behalf Of mclaym@pim.com Sent: Monday, April 04, 2011 1:35 PM To: <u>pim-mc@lists.pim.com</u> Subject: [Pjm-mc] PJM Annual Meeting - Sector Change Option

Sent on behalf of Tracy Miehlke:

### Dear Members:

In accordance with section 8.1.1 of the PJM Operating Agreement, Members are permitted to change their sector by providing written notice to PJM no later than ten (10) days prior to the Annual Meeting of the Members. The last day the sector changes will be accepted is Monday, May 9, 2011.

## 8. MEMBERS COMMITTEE, 8.1 Sectors., 8.1.1 Designation.

Voting on the Senior Standing Committees shall be by sectors. The Senior Standing Committee shall be composed of five sectors, one for Generation Owners, one for Other Suppliers, one for Transmission Owners, one for Electric Distributors, and one for End-Use Customers, provided that there are at least five Members in each Sector. Except as specified in Section 8.1.2, each Voting Member shall have one vote. Each Voting Member shall, within thirty (30) days after the Effective Date or, if later, thirty (30) days after becoming a Member, and thereafter not later than 10 days prior to the Annual Meeting of the Members for each annual period beginning with the Annual Meeting of the Members, submit to the President a sealed notice of the sector in which it is qualified to vote or, if qualified to participate in more than one sector, its rank order preference of the sectors in which it wishes to vote, and shall be assigned to its highest-ranked sector that has the minimum number of Members specified above. If a Member is assigned to a sector other than its highest-ranked sector in accordance with the preceding sentence, its higher sector preference or preferences shall be honored as soon as a higher-ranked sector has five or more Members. A Voting Member may designate as its voting sector any sector for which it or its Affiliate or Related Party Members is qualified. The sector designations of the Voting Members shall be announced by the Office of the Interconnection at the Annual Meeting and shall apply to all Senior Standing Committees.

Please send any sector change requests to:

Tracy A. Miehlke	
PJM Interconnection	
Valley Forge Corporate Cen	ter
955 Jefferson Avenue	
Norristown, PA 19403	
<u>miehlt@pjm.com</u>	

No reply is necessary if you do not plan to change your company's sector. Thank you, Tracy

Lesfit Yeager PJM Interconnection Member Relations 955 Jefferson Avenue I Norristown, PA 19403 I <u>www.pjm.com</u> 610-666-4280

How am I doing?

From: Wayne Bollinger [mailto:wbollinger@nordicenergy-us.com] Sent: Wednesday, June 01, 2011 9:37 AM To: Sarge, Matthew T. Cc: Miranda Young Subject: RE: Documentation

I see that we are on the list as an Electric Distributor. We are a Load Serving Entity. I see that category is not on the list but that we are a member of PJM.

We are a retailer and my understanding is that we should be listed as Other Supplier.

How do we correct this label?

Thanks,

Wayne

# Wayne Bollinger

General Manager, Electric



Nordic Energy Services, L.L.C. 625 Plainfield Road, Suite 226 Willowbrook, IL 60527 #630.321.0888 \*240 #630.740.9553 *cell* #630.321.0819 *fax* www.nordicenergy-us.com

From: <u>SARGEM@pim.com</u> [mailto:SARGEM@pim.com] Sent: Wednesday, June 01, 2011 8:13 AM To: Wayne Bollinger Subject: Documentation

Hello,

I do see that you are on the Member List:

http://www.pjm.com/about-pjm/member-services/member-list.aspx

Here is all the proof you need.

Hope this helps,

Matt Sarge

.....

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AUG 29 2011

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic Energy Services, L.L.C.

Attachment K

Application Affidavit

# **APPLICATION AFFIDAVIT**

State of Illinois :

: SS.

County of DuPage

James Deering, Affiant, being duly affirmed according to law, deposes and says that:

:

He is the Managing Member of Nordic Energy Services LLC;]

That he is authorized to and does make this affidavit for Nordic Energy Services, LLC

That the Applicant herein, Nordic Energy Services, LLC, 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, Nordic Energy Services, LLC, has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein, Nordic Energy Services, LLC, 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, Nordic Energy Services, LLC, 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 learing.

James/Deering, Managing Member

Sworn and subscribed before me this 29

Signature of official administering path

day of Aua

My commission expires 3/4/15



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PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

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AUG 29 2011



AUG 29 2011

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic

# Nordic Energy Services, L.L.C.

Attachment L

**Operations Affidavit** 

# **OPERATIONS AFFIDAVIT**

:

State of Illinois:

AUG 2 9 2011

SS.<sup>PA</sup> PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

County of DuPage

James Deering, Affiant, being duly affirmed according to law, deposes and says that:

He is the Managing Member of Nordic Energy Services, LLC,

:

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

That Nordic Energy Services, the Applicant herein, acknowledges that it 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 Nordic Energy Services, LLC, the Applicant herein, asserts that 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 Nordic Energy Services, LLC, 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.

That Nordic Energy Services, LLC, 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.

**OPERATIONS AFFIDAVIT** (Continued)

Signature of Affiant

Sworn and subscribed before me this 29 day of August \_\_\_\_, 20\_1(\_\_.

Unand

Signature of official administering oath

3/4/15 My commission expires

OFFICIAL SEAL MIRANDA YOUNG NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXFIRES:03/04/15

RECEIVED

AUG 29 2011

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# Nordic Energy Services, L.L.C.

# Attachment M

Proof of Newspaper Publication

RECEIVED

AUG **29** 2011 PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU The Patriot-News Co. 2020 Technology Pkwy Suite 300 Mechanicsburg, PA 17050 Inquiries - 717-255-8213

The Patriot-News Now you know

NORDIC ENERGY SERVICES, LLC 625 PLAINFIELD ROAD SUITE 226

WILLOWBROOK

60527

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AUG 29 2011

# THE PATRIOT NEWS THE SUNDAY PATRIOT NEWS

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

# **Proof of Publication**

Under Act No. 587, Approved May 16, 1929 Commonwealth of Pennsylvania, County of Dauphin} ss

Holly Blain, being duly sworn according to law, deposes and says:

That she is a Staff Accountant of The Patriot News Co., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office and place of business at 2020 Technology Pkwy, Suite 300, in the Township of Hampden, County of Cumberland, State of Pennsylvania, owner and publisher of The Patriot-News and The Sunday Patriot-News newspapers of general circulation, printed and published at 1900 Patriot Drive, in the City, County and State aforesaid; that The Patriot-News and The Sunday Patriot-News were established March 4th, 1854, and September 18th, 1949, respectively, and all have been continuously published ever since;

That the printed notice or publication which is securely attached hereto is exactly as printed and published in their regular daily and/or Sunday/ Community Weekly editions which appeared on the date(s) indicated below. That neither she nor said Company is interested in the subject matter of said printed notice or advertising, and that all of the allegations of this statement as to the time, place and character of publication are true; and

That she has personal knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on behalf of The Patriot-News Co. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the stockholders and board of directors of the said Company and subsequently duly recorded in the office for the Recording of Deeds n and for said County of Dauphin in Miscellaneous Book "M", Volume 14, Page 317.

PUBLICATION COPY

This ad # 0002149364 ran on the dates shown below:

June 10, 2011 Sworn to and subscribed before me this 13/day of June, 2011 A.D. Sin

Notary Public

COMMONWEALTH OF PENNSYLVANIA Notarial Seat Sherrie L. Kisner, Notary Public Lower Paxton Twp., Deuphin County My Commission Expires Nov. 26, 2011 Member, Pennsylvania Association of Notaries

LECAT: NOTICE: PERMISYLVANIA PUBLIC AN UTIL ITY COMMISSION Application of Narthe Entry Services LECAT: Application Services Privils Of Application Services Subject PJ. Electric Private State Pathogenetics Services LECAT: Commission Services Pathogenetics PJ. Electric Private State Pathogenetics PJ. Electric PJ. Private Pathogenetics PJ. Private State PJ. PJ. Private PJ. Private State PJ. Privat

## Proof of Publication in The Philadelphia Daily News Under Act. No 587, Approved May 16, 1929

#### STATE OF PENNSYLVANIA COUNTY OF PHILADELPHIA

Anna Dickerson being duly sworn, deposes and says that **The Philadelphia Daily News** is a newspaper published daily, except Sunday, at Philadelphia, Pennsylvania, and was established in said city in 1925, since which date said newspaper has been regularly issued in said County, and that a copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said newspaper on the following dates:

## June 9, 2011

Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Jan Dickerson

Sworn to and subscribed before me this 9<sup>th</sup> day of June, 2011.

[ Nary ane

My Commission Expires:

NOTARIAL SEAL Mary Anne Logan, Notary Public City of Philadelphia, Phila. County My Commission Expires March 30, 2013

#### Copy of Notice of Publication

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## PROOF OF PUBLICATION OF NOTICE IN THE WILLIAMSPORT SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929

# STATE OF PENNSYLVANIA COUNTY OF LYCOMING

SS:

Bernard A. Oravec Publisher of the Sun-Gazette Company, publishers of the Williamsport, Sun-Gazette, successo to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Streee Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport Sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and put lished in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed an published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette Company, publisher of the Williamsport Sun-Gazette to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice of publication, and Legal Notice Dennie Sylvase PENNIE

Bent A. Ch SUN-GAZETTE COMPANY Sworn to and subscribed before me the X day of Notary Public NOTARIAL SEAL CATHY A. BILLEY, Notary Public City of Williamsport, Lycoming Count My Commission Expires May 15, 2015 STATEMENT OF ADVERTISING COSTS To the Sun-Gazette Company, Dr.: For publishing the notice attached hereto on the above state dates.....\$/7/,08 Probated same Total \$171.08 PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

THE SUN-GAZETTE COMPANY hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

SUN-GAZETTE COMPANY

BY Bernard A. Oravec

## The Scranton Times (Under act P.L. 877 No 160. July 9, 1976) Commonwealth of Pennsylvania, County of Lackawanna

NORDIC ENERGY SERVICES LLC MIRANDA YOUNG SUITE 226 625 PLAINFIELD ROAD WILLOWBROOK IL 60527

Account # 542764 Order # 80615502 Ad Price: 155.15

#### Gina Krushinski

Being duly sworn according to law deposes and says that she is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

#### 06/08/2011

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true <u>MMA</u> <u>MUMMA</u>

Sworn and subscribed to before me this 8th day of June A.D., 2011

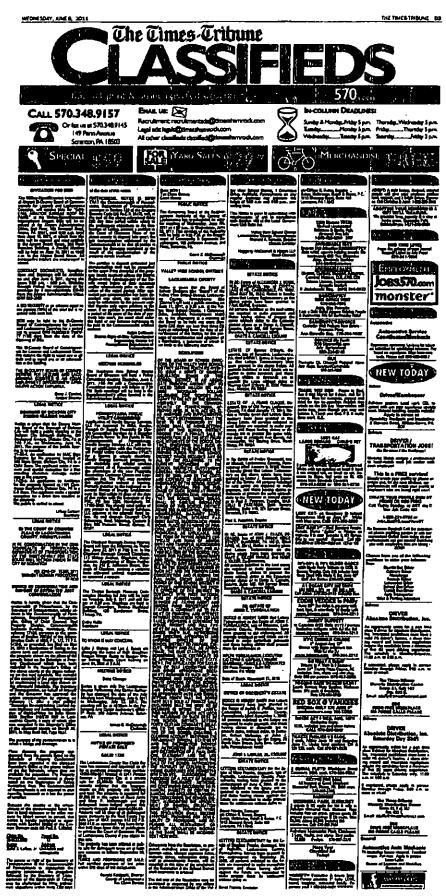
law Venturi

(Notary Public)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Sharon Venturi, Notary Public City of Scranton, Lackawanna County My Commission Expires Feb. 12, 2014 Member, Pennsylvania Association of Notarles LEGAL NOTICE PENNSYLVANIA PUBLIC ADDILATION OF ADDILATION OF ADDILATION OF ADDILATION OF ADDIVISION ADDILATION OF ADDIVISION ADDILATION OF ADDILATION OF ADDILATION OF ADDILATION OF ADDIVISION Furnish OF Supply Electricity OF Electric Generation Services LLC will be filing at application with the Pennsylvenia Nardie Energy Services LLC will be filing at application with the Pennsylvenia Nardie Energy Services LLC will be filing at application with the Pennsylvenia Nardie Energy Services LLC will be filing at application with the Pennsylvenia Nardie Energy Services LLC will be filing at application with the Pennsylvenia Nardie Energy Services apposed to self electricity and Heating Services throughout all of Pennsylvenia under the provisions of the heav Electricity Generation Customer Cholos and Competition Ac. The FUC inney consider fils application without a Heating. Panetal disected to the technicel of the nardel filmess of Energy Enabliament may be filed within 15 days of the date of tha notices with the Secretary of the PUC: PO Box 3285. Hartisburg PA 17105-3265 You singuid said copies of any protest to Mordie Energy Services LC atomics and though Course Chris Scheuring Goef, Shuering Casters & Bier, 500 Yemoni Street, Culney, II. 82301





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WRITE AMOUNT

www.sungazette.com

# ADVERTISING INVOICE/STATEMENT

252 West Fourth Street

Williamsport, PA 17703-0728

www.sungazette.com

BILL ACCOUNT NAME	AND ADDRESS	REMITTANCE ADDRESS	
NORDIC ENERGY SER LLC 625 PLAINFIELD RD SUITE 226 WILLOWBROOK, IL	60527	SUN-GAZETTE 252 W FOURTH ST P O BOX 728 WILLIAMSPORT PA	17703

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After printing this label: 1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.

2. Fold the printed page along the horizontal line.

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