

**PINNACLE POWER LLC**

**800 Bering Drive, Suite 250**

**Houston, Texas 77057**

**(713) 554-4301**

November 11, 2013

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**VIA FEDERAL EXPRESS**

Pennsylvania Public Utility Commission Secretary  
Keystone Building, 2<sup>nd</sup> Floor, Room N201  
Harrisburg, PA 17120

**Re: Pinnacle Power LLC**

Dear Sir/Madam:

Enclosed for filing is an original and one copy of the Application for Approval to Offer, Render, Furnish, or Supply Electricity or Electric Generation Services together with all attachments. Also enclosed is a CD containing the Application and attachments in a PDF format.

Should you have any questions or require any additional information or documentation, please contact the undersigned at the telephone number set forth above.

Thank you.

Very truly yours,

**PINNACLE POWER LLC**



Neil Leibman, Member

NL/mlr  
Enclosures

**BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

To the Pennsylvania Public Utility Commission:

**1. IDENTIFICATION AND CONTACT INFORMATION**

a. **IDENTITY OF THE APPLICANT:** Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant:

*Pinnacle Power LLC  
800 BERING Drive Suite 250  
Houston, TX 77057  
www.pinnaclepowerllc.com*

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.*

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.

*NEIL LEIBMAN, Member  
713-554-4301  
866-379-6932  
neil@hplco.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.

*No legal counsel at this time to be copied.*

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.

*Angela Henley, Sr VP Regulatory Affairs  
Angela@hplco.com  
713-375-2777  
fax 713-375-2797*

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

## 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.

Attached

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

Pennsylvania

- Give name and address of officers.

See Attached

### 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.

REP Energy LLC - Massachusetts, New Hampshire  
Horizon Power + Light LLC - Maryland, D.C.  
No Affiliates applying in Pennsylvania

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

None

#### 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
  - local 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)*:

- Generator of electricity
- 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.

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

Retail Electricity Provider that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of the EDC.

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

PG&E Energy  
Duquesne  
Penelec  
PPL

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*)

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

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

- Yes
- No

If yes, will the Applicant be using a Third Party Verification procedure?

- Yes
- No

If yes, describe the Applicant's Third Party Verification procedures.

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

1/1/14

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.

None

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

None

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.

See Attached - Confidential Treatment Requested

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

See Attached - Confidential Treatment Requested

## 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.
- 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. Examples of such information which may be submitted include the following:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years. *Attached*
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

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



d. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT 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.*

## 8. TECHNICAL FITNESS:

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

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

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

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

*See Attached*

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 \_\_\_\_\_.
- Not applicable

## 9. DISCLOSURE STATEMENT:

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

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

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

## 10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

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

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

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

*(Select only one of the following)*

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

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

- AGREED

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

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- 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.

AGREED

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

AGREED

e. **ASSESSMENT:** The Commission does not presently 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).

ACKNOWLEDGED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

PAYMENT ENCLOSED

## 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.

b.) **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

## 12. NEWSPAPER PUBLICATIONS

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.

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

*(Example Publication is provided at Appendix H)*

## 13. SIGNATURE

Applicant: Pinnacle Power LLC  
 By: *[Signature]*  
 Title: CEO

**RECEIVED**  
 NOV 12 2013  
 PA PUBLIC UTILITY COMMISSION  
 SECRETARY'S BUREAU

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

STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

Florence Devlin 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:

October 28, 2013

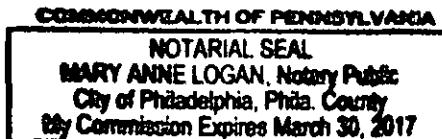
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to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



Sworn to and subscribed before me this 28th day of  
October, 2013.

  
Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE

Application of **Pinnacle Power LLC** For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

**Pinnacle Power LLC** will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. **Pinnacle Power LLC** proposes to sell electricity and related services throughout all of Pennsylvania under the provision of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Pinnacle Power LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3266, Harrisburg, PA 17105-3266. You should send copies of any protest to **Pinnacle Power LLC's** attorney at the address listed below.

By and through Counsel: Miguel A. Huerta, Esq.  
**Smith Trostle & Huerta LLP**  
4401 Westgate Boulevard, Suite 330  
Austin, Texas 78745  
Phone: (512) 494-9500  
Fax: (512) 494-9505

RECEIVED

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, 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 published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

October 29, 2013

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, a

**LEGAL NOTICES**

**PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION  
NOTICE**

Application of Pinnacle Power LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

Pinnacle Power LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. Pinnacle Power LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provision of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Pinnacle Power LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Pinnacle Power LLC's attorney at the address listed below.

THE SUN-GAZETTE and certifies that

By and through Counsel:  
Miguel A. Huerta, Esq.  
Smith Trostle & Huerta LLP  
4401 Westgate Boulevard  
Suite 330  
Austin, Texas 78745  
Phone: (512) 494-9500  
Fax: (512) 494-9505

ns in the foregoing statement as to time, place and character of publication are true.

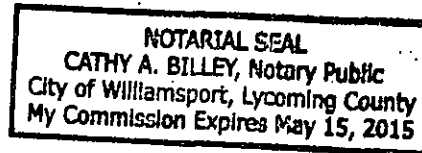
Bernard A. Oravec

**SUN-GAZETTE COMPANY**

Sworn to and subscribed before me

the 31<sup>st</sup> day of October 2013

Cathy A. Billey  
Notary Public



**STATEMENT OF ADVERTISING COSTS**

To the Sun-Gazette Company, Dr.:  
For publishing the notice attached  
hereto on the above state dates.....\$ 239.32  
Probated same.....\$  
Total.....\$ 239.32

**OWNER'S RECEIPT FOR ADVERTISING COSTS**

I hereby acknowledge receipt of the aforesaid advertising and publication costs in 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

PINNACLE POWER LLC  
MERYL L ROBERTS  
SUITE 250 800 BERING DRIVE  
HOUSTON TX 77057

Account # 586342  
Order # 81363111  
Ad Price: 201.65

LEGAL NOTICE PENNSYLVANIA

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:

10/29/2013

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 to time, place and character or publication are true *Gina Krushinski*

Sworn and subscribed to before me  
this 29th day of October A.D., 2013

*Sharon 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 Notaries

LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of Pinnacle Power LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

Pinnacle Power LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. Pinnacle Power LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provision of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Pinnacle Power LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Pinnacle Power LLC's attorney at the address listed below.

By and through Counsel:  
Miguel A. Huerta, Esq.  
Smith Trostle & Huerta LLP  
4401 Westgate Boulevard, Suite 330  
Austin, Texas 78745  
Phone: (512) 494-9500  
Fax: (512) 494-9505



COMMONWEALTH OF PENNSYLVANIA }  
 County of Cambria } SS

PENNSYLVANIA  
 PUBLIC UTILITY COMMISSION  
 NOTICE

Application of Pinnacle Power LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

Pinnacle Power LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. Pinnacle Power LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provision of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Pinnacle Power LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Pinnacle Power LLC's attorney at the address listed below.

By and through Counsel: Miguel A. Huerta, Esq.  
 Smith Trostle & Huerta LLP  
 4401 Westgate Boulevard, Suite 330  
 Austin, Texas 78745  
 Phone: (512) 494-9500 Fax: (512) 494-9505

publish  
 that th  
 of The  
 interes  
 charac

On this 30th day of October A.D. 2013, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Classified Advertising Manager of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

County of Cambria, and Commonwealth of Pennsylvania and the matter published in said publication in the regular issues A, on October 29, 2013; and that the Affiant is not advertising and that all of the allegations as to time, place and

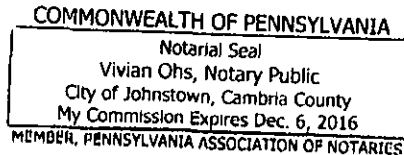
*Christine Marhefka*

STATEMENT OF ADVERTISING COSTS

Sworn and Subscribed before me this 30th day of October, 2013.

*Juan Oh*

0.00 Lines @ \$2.50 per line	0.00
6 Inches @ \$25.00 per inch	150.00
Notary Fee	5.00
Clerical Fee	2.50
<b>Total Cost</b>	<b>157.50</b>



To The Tribune-Democrat, Johnstown, PA  
 For publishing the notice or publication  
 attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

\_\_\_\_\_ for publisher of \_\_\_\_\_  
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid  
 and publication costs and certifies that the same has been duly paid.

\_\_\_\_\_  
 (Name of Newspaper)

By \_\_\_\_\_

### Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss C. Mohamed, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the \_\_\_\_\_ regular \_\_\_\_\_ editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

**29 of October, 2013**

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

C. Mohamed  
PG Publishing Company

Sworn to and subscribed before me this day of:  
October 29, 2013

Melanie L. Goodwin

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Melanie L. Goodwin, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires May 12, 2014  
Member, Pennsylvania Association of Notaries

#### STATEMENT OF ADVERTISING COSTS

Pinnacle Power LLC  
800 BERING DR STE 250  
Attn: Meryl L. Roberts  
Houston TX 77057-2228

To PG Publishing Company

Total ----- \$427.50

#### Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office  
34 Boulevard of the Allies  
PITTSBURGH, PA 15222  
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of  
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By Maria Lucia

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

#### COPY OF NOTICE OR PUBLICATION

##### PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of Pinnacle Power LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

Pinnacle Power LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. Pinnacle Power LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provision of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Pinnacle Power LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Pinnacle Power LLC's attorney at the address listed below.

By and through Counsel:  
Miguel A. Huerta, Esq.  
Smith Trostle & Huerta LLP  
4401 Westgate  
Boulevard, Suite 330  
Austin, Texas 78745  
Phone: (512) 494-9500  
Fax: (512) 494-9505

The Patriot-News Co.  
2020 Technology Pkwy  
Suite 300  
Mechanicsburg, PA 17050  
Inquiries - 717-255-8213

The Patriot-News  
Now you know

PINNACLE POWER LLC  
800 BERING DRIVE, SUITE 250  
ATTN: MERYL ROBERTS

HOUSTON TX 77057

THE PATRIOT NEWS  
THE SUNDAY PATRIOT NEWS

**Proof of Publication**

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

Marianne Miller, 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 in and for said County of Dauphin in Miscellaneous Book "M", Volume 14, Page 317.

**PUBLICATION COPY**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**  
Application of Pinnacle Power LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.  
Pinnacle Power LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. Pinnacle Power LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provision of the new Electricity Generation Customer Choice and Competition Act.  
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Pinnacle Power LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Pinnacle Power LLC's attorney at the address listed below.  
By and through Counsel:  
Miguel A. Huerta, Esq.  
Smith Trostle & Huerta LLP  
4401 Westgate Boulevard, Suite 330  
Austin, Texas 78745  
Phone: (512) 494-9500  
Fax: (512) 494-9505

This ad # 0002279554, ran on the dates shown below:

October 29, 2013

Sworn to and subscribed before me this 30 day of October, 2013 A.D.

Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Holly Lynn Warfel, Notary Public  
Washington Twp., Dauphin County  
My Commission Expires Dec. 12, 2016  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

PROOF OF PUBLICATION  
In  
THE ERIE TIMES-NEWS  
COMBINATION EDITION

Pinnacle Power LLC  
800 Bering Drive  
Suite 250  
Houston TX 77057

REFERENCE: 77404 34071  
PUC Notice

STATE OF PENNSYLVANIA)  
COUNTY OF ERIE ) SS:

Debra McGraw, being duly sworn, deposes and says that: (1) he/she is a designated agent of the Times Publishing Company (TPC) to execute Proofs of Publication on behalf of the TPC; (2) the TPC, whose principal place of business is at 205 W. 12th Street, Erie, Pennsylvania, owns and publishes the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, and published at Erie, Erie County Pennsylvania; (3) the subject notice or advertisement, a true and correct copy of which is attached, was published in the regular edition(s) of said newspaper on the date(s) referred to below. Affiant further deposes that he/she is duly authorized by the TPC, owner and publisher of the Erie Times-News, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 10/29/13

TOTAL COST: \$409.00

AD SPACE: 0 Lines

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**  
Application of Pinnacle Power LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.  
Pinnacle Power LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. Pinnacle Power LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provision of the new Electricity Generation Customer Choice and Competition Act.  
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Pinnacle Power LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to Pinnacle Power LLC's attorney at the address listed below.  
By and through Counsel: Miguel A. Huerta, Esq.  
Smith Trostle & Huerta LLP  
4401 Westgate Boulevard, Suite 330  
Austin, Texas 78745  
Phone: (512) 494-9500  
Fax: (512) 494-9505

Sworn to and subscribed before me this 29<sup>th</sup> day of October 2013

Affiant: Debra McGraw

NOTARY: Barbara J Moore

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Barbara J. Moore, Notary Public  
City of Erie, Erie County  
My Commission Expires March 23, 2016  
MEMBER: PENNSYLVANIA ASSOCIATION OF NOTARIES

## 14. CHECKLIST

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

Applicant: Pinnacle Power LLC

	<b>Signature</b>	
	<b>Filing Fee</b>	
	<b>Application Affidavit</b>	
	<b>Operations Affidavit</b>	
	<b>Proof of Publication</b>	
	<b>Bond or Letter of Credit</b>	
	<b>Tax Certification Statement</b>	
	<b>Commonwealth Department of State Verification</b>	
	<b>Certificate of Service</b>	

Applicant's Use

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Texas :

ss.

County of Harris :

Tom D O'Leary, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the Chairman, COO (Office of Affiant) of Pinnacle Power LLC (Name of Applicant);]

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

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

That the Applicant herein Pinnacle Power 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 Pinnacle Power 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 hearing.

[Signature]  
Signature of Affiant

Sworn and subscribed before me this 18 day of Oct, 2013.

[Signature]  
Signature of official administering oath

My commission expires 6/29/15



RECEIVED

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Texas :

ss.

County of Harris :

Tom D'Oleary, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the Chairman, COO (Office of Affiant) of Pinnacle Power LLC (Name of Applicant);]

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

That Pinnacle Power LLC, the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

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

That Pinnacle Power 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.

RECEIVED

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Appendix B (Continued)**


That Pinnacle Power 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.

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

Sworn and subscribed before me this 18 day of Oct, 2013.

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

My commission expires 6/29/15.



**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

*Application of Pinnacle Power LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.*

**Pinnacle Power LLC** will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power. **Pinnacle Power LLC** proposes to sell electricity and related services throughout all of Pennsylvania under the provision of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Pinnacle Power LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to **Pinnacle Power LLC's** attorney at the address listed below.

By and through Counsel: Miguel A. Huerta, Esq.  
Smith Trostle & Huerta LLP  
4401 Westgate Boulevard, Suite 330  
Austin, Texas 78745  
Phone: (512) 494-9500  
Fax: (512) 494-9505

ATTACHMENT  
FINANCIAL

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

4 AM  
21/13  
rual Basis

**Pinnacle Power LLC**  
**Balance Sheet**  
As of September 30, 2013

	<u>Sep 30, 13</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
10001 · Cash Operating Account	2,250,000.00
Total Checking/Savings	<u>2,250,000.00</u>
Total Current Assets	2,250,000.00
Fixed Assets	
15000 · Fixed Assets	
15001 · Software and Computers	300,000.00
Total 15000 · Fixed Assets	<u>300,000.00</u>
Total Fixed Assets	300,000.00
Other Assets	
19000 · Note Receivable - HPL	1,250,000.00
Total Other Assets	<u>1,250,000.00</u>
<b>TOTAL ASSETS</b>	<b><u><u>3,800,000.00</u></u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
30000 · Opening Balance Equity	3,800,000.00
Total Equity	<u>3,800,000.00</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>3,800,000.00</u></u></b>

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

## **WHOLESALE SUPPLY CREDIT FACILITY**

In addition to the cash position we currently have, we intend to purchase our power through BP using a wholesale credit facility we intend to establish that allows us to purchase our power from BP.

ATTACHMENT  
INDUSTRY EXPERIENCE

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
OF PENNSYLVANIA**

**RISK MANAGEMENT EXPERIENCE**

**Employee Name:** Rod Danielson  
Number of Years Experience: 13 Years and 1 Month  
Number of Years with REP: 1 Month  
Title: CEO  
Address: 800 Bering Drive, Suite 250  
City: Houston  
State: Texas  
Company Phone Number: (713) 375-2791  
Facsimile Number: (713) 375-2794

**History:**

Company: Enron Energy Services – 1400 Smith, Houston, TX 77002  
Position: Manager, Load Profiling & Manager, Asset Operations  
Dates: 3/2000 – 12/2001  
Number of Years: 1 Year and 10 Months

Company: Gexa Energy – 20 E. Greenway Plaza, Suite 600, Houston, TX 77046  
Position: Vice President, Chief Supply Officer  
Dates: 1/2002 – 4/2006  
Number of Years: 4 Years and 3 Months

Company: Horizon Power & Light LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
Position: President/Supply  
Dates: 10/2006 – 7/2011  
Number of Years: 4 Years and 9 Months

Company: Summer Energy LLC – 800 Bering Drive, Suite 260, Houston, TX 77057  
Position: CEO / Supply  
Dates: 7/2011– Present  
Number of Years: 2 Years and 3 Months

**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
OF PENNSYLVANIA**

**COMPETITIVE ELECTRIC OR GAS INDUSTRY EXPERIENCE**

**Employee Name:** Rod Danielson  
Number of Years Experience: 13 Years and 7 Months  
Number of Years with REP: 6 Months  
Title: President of Supply  
Address: 800 Bering Drive, Suite 250  
City: Houston  
State: Texas  
Company Phone Number: (713) 375-2791  
Facsimile Number: (713) 375-2794

**History:**

Company: Enron Energy Services – 1400 Smith, Houston, TX 77002  
Position: Manager, Load Profiling & Manager, Asset Operations  
Dates: 3/2000 – 12/2001  
Number of Years: 1 Year and 10 Months

Company: Gexa Energy LLC – 20 E. Greenway Plaza, Suite 600, Houston, TX 77046  
Position: Vice President, Chief Supply Officer  
Dates: 1/2002 – 4/2006  
Number of Years: 4 Years and 3 Months

Company: Horizon Power & Light LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
Position: President/Supply  
Dates: 10/2006 – 7/2011  
Number of Years: 4 Years and 9 Months

Company: Summer Energy LLC – 800 Bering Drive, Suite 260, Houston, TX 77057  
Position: CEO / Supply  
Dates: 7/2011– Present  
Number of Years: 2 Years and 3 Months

**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
  
OF PENNSYLVANIA**

**COMPETITIVE ELECTRIC OR GAS INDUSTRY EXPERIENCE**

**Employee Name:** Jeremy Wallace  
**Number of Years Experience:** 11 Years and 1 Month  
**Number of Years with REP:** 6 Months  
**Title:** Credit and Collections Manager  
**Address:** 800 Bering Drive, Suite 250  
**City:** Houston  
**State:** Texas  
**Company Phone Number:** (713) 375-2776  
**Facsimile Number:** (713) 375-2794

**History:**

**Company:** Gexa Energy LLC – 20 E. Greenway Plaza, Suite 600, Houston, TX 77046  
**Position:** Vice President, Chief Supply Officer  
**Dates:** 9/2002 – 12/2005  
**Number of Years:** 3 Years and 3 Months

**Company:** StarTex Power – 3200 Southwest Freeway, Suite 1000, Houston, TX 77027  
**Position:** Director Credit and Collections  
**Dates:** 12/2005 – 11/2007  
**Number of Years:** 1 Year and 1 Month

**Company:** Horizon Power & Light LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
**Position:** Director Credit and Collections  
**Dates:** 11/2007 – 7/2011  
**Number of Years:** 3 Years and 8 Months

**Company:** Summer Energy LLC – 800 Bering Drive, Suite 260, Houston, TX 77057  
**Position:** Manager Credit and Collections  
**Dates:** 7/2011– Present  
**Number of Years:** 2 Years and 3 Months



**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
OF PENNSYLVANIA**

**COMPETITIVE ELECTRIC OR GAS INDUSTRY EXPERIENCE**

**Employee Name:** Jaleca George  
Number of Years Experience: 6 Years and 1 Month  
Number of Years with REP: 6 Months  
Title: CFO  
Address: 800 Bering Drive, Suite 250  
City: Houston  
State: Texas  
Company Phone Number: (713) 375-2793  
Facsimile Number: (713) 481-8470

**History:**

Company: Horizon Power & Light LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
Position: CFO  
Dates: 9/2007 - Present  
Number of Years: Six Years and 1 Month

Company: REP Energy LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
Position: CFO  
Dates: 9/2007 - Present  
Number of Years: Six Years and 1 Month

Company: Summer Energy LLC – 800 Bering Drive, Suite 260, Houston, TX 77057  
Position: CFO  
Dates: 7/2011– Present  
Number of Years: 2 Years and 3 Months

**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
  
OF PENNSYLVANIA**

**COMPETITIVE ELECTRIC OR GAS INDUSTRY EXPERIENCE**

**Employee Name:** Mark Leibman  
**Number of Years Experience:** 6 Months  
**Number of Years with REP:** 6 Months  
**Title:** Vice President of Sales  
**Address:** 800 Bering Drive, Suite 250  
**City:** Houston  
**State:** Texas  
**Company Phone Number:** (713) 375-2760  
**Facsimile Number:** (713) 375-2794

**History:**

**Company:** Horizon Power & Light LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
**Position:** Vice President of Sales  
**Dates:** 4/2013 - Present  
**Number of Years:** 6 Months

**Company:** REP Energy LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
**Position:** Vice President of Sales  
**Dates:** 4/2013 - Present  
**Number of Years:** 6 Months

**Company:** Summer Energy LLC – 800 Bering Drive, Suite 260, Houston, TX 77057  
**Position:** Director of Sales  
**Dates:** 4/2013 – Present  
**Number of Years:** 6 Months

**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
OF PENNSYLVANIA**

**COMPETITIVE ELECTRIC OR GAS INDUSTRY EXPERIENCE**

**Employee Name:** Angela Warren  
Number of Years Experience: 11 Years and 6 Months  
Number of Years with REP: 6 Months  
Title: President of Operations  
Address: 800 Bering Drive, Suite 250  
City: Houston  
State: Texas  
Company Phone Number: (713) 375-2777  
Facsimile Number: (713) 481-6243

**History:**

Company: GEXA Energy LLC – 20 E. Greenway Plaza, Suite 600, Houston, TX 77046  
Position: Account Executive  
Dates: 4/2002 – 8/2003  
Number of Years: 1 Year and 5 Months

Company: Constellation Energy – 1801 Main Street, Houston, TX 77002  
Position: Account Executive  
Dates: 4/2003 – 4/2005  
Number of Years: 1 Year and 9 Months

Company: GEXA Energy LLC – 20 E. Greenway Plaza, Suite 600, Houston, TX 77046  
Position: Director, Business Solutions  
Dates: 4/2005 – 2/2006  
Number of Years: 11 Months

Company: GDF SUEZ – 1990 Post Oak Boulevard, Suite 1900, Houston, TX 77056  
Position: Regional Sales Manager  
Dates: 2/2006 – 10/2007  
Number of Years: 1 Year and 9 Months

Company: Horizon Power & Light LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
Position: President  
Dates: 10/2007 – December 2008  
Number of Years: 1 Year and 3 Months

**Employee Name: Angela Warren**

Company: Atmos Energy – 13430 Northwest Freeway, Suite 700, Houston, TX 77040

Position: Regional Marketing Manager

Dates: 1/2009 – 11/2011

Number of Years: 2 Years and 11 Months

Company: Summer Energy LLC – 800 Bering Drive, Suite 260, Houston, TX 77057

Position: Senior Vice President, Marketing and Operations

Dates: 12/2011 – Present

Number of Years: 1 Year and 10 Months

**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
  
OF PENNSYLVANIA**

**COMPETITIVE ELECTRIC OR GAS INDUSTRY EXPERIENCE**

**Employee Name:** Meryl Roberts  
**Number of Years Experience:** 2 Years and 11 Months  
**Number of Years with REP:** 6 Months  
**Title:** Human Resources Coordinator  
**Address:** 800 Bering Drive, Suite 250  
**City:** Houston  
**State:** Texas  
**Company Phone Number:** (713) 375-2796  
**Facsimile Number:** (713) 481-0901

**History:**

**Company:** Horizon Power & Light LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
**Position:** Human Resources Coordinator  
**Dates:** 11/2010 - Present  
**Number of Years:** 2 Years and 11 Months

**Company:** REP Energy LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
**Position:** Human Resources Coordinator  
**Dates:** 11/2010 - Present  
**Number of Years:** 2 Years and 11 Months

**Company:** Summer Energy LLC – 800 Bering Drive, Suite 260, Houston, TX 77057  
**Position:** Human Resources Coordinator  
**Dates:** 3/2011 - Present  
**Number of Years:** 2 Years and 7 Months

**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
  
OF PENNSYLVANIA**

**COMPETITIVE ELECTRIC OR GAS INDUSTRY EXPERIENCE**

**Employee Name:** Tom O'Leary  
Number of Years Experience: 10 Years and 5 Months  
Number of Years with REP: 6 Months  
Title: Chairman, COO  
Address: 800 Bering Drive, Suite 250  
City: Houston  
State: Texas  
Company Phone Number: (713) 375-2774  
Facsimile Number: (866) 379-6932

**History:**

Company: Gexa Energy LLC – 20 E. Greenway Plaza, Suite 600, Houston, TX 77046  
Position: Board Member  
Dates: 11/2002 – 5/2005  
Number of Years: 2 Years and 6 Months

Company: Horizon Power & Light LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
Position: Chairman and CEO  
Dates: 11/2005 – Present  
Number of Years: 7 Years and 11 Months

Company: REP Energy LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
Position: Chairman and CEO  
Dates: 11/2006 – Present  
Number of Years: 6 Years and 11 Months

Company: Summer Energy LLC – 800 Bering Drive, Suite 260, Houston, TX 77057  
Position: Board Member  
Dates: 3/2013 – Present  
Number of Years: 7 Months

**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
OF PENNSYLVANIA**

**COMPETITIVE ELECTRIC OR GAS INDUSTRY EXPERIENCE**

**Employee Name:** Neil Leibman  
**Number of Years Experience:** 12 Years and 9 Months  
**Number of Years with REP:** 6 Months  
**Title:** CEO  
**Address:** 800 Bering Drive, Suite 250  
**City:** Houston  
**State:** Texas  
**Company Phone Number:** (713) 375-2774  
**Facsimile Number:** (866) 379-6932

**History:**

**Company:** Gexa Energy LLC – 20 E. Greenway Plaza, Suite 600, Houston, TX 77046  
**Position:** CEO, Chairman, Founder  
**Dates:** 1/1/01 – 09/01/05  
**Number of Years:** 4 Years and 8 Months

**Company:** Horizon Power & Light LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
**Position:** CEO, Managing Member  
**Dates:** 06/01/05 – Present  
**Number of Years:** 8 Years and 4 Months

**Company:** REP Energy LLC – 800 Bering Drive, Suite 250, Houston, TX 77057  
**Position:** CEO, Chairman, Founder  
**Dates:** 6/1/06 – Present  
**Number of Years:** 7 Years and 4 Months

**Company:** Summer Energy LLC – 800 Bering Drive, Suite 260, Houston, TX 77057  
**Position:** CEO, Chairman, Founder  
**Dates:** 2/1/13 – Present  
**Number of Years:** 8 Months

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ATTACHMENT  
CORPORATE EXISTENCE



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.STATE.PA.US/CORP

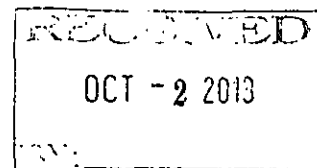
Pinnacle Power LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4215791

Roberts, Meryl  
800 Bering Drive Suite 250  
Houston, TX 77057



**PENNSYLVANIA DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

**Certificate of Organization  
Domestic Limited Liability Company  
(15 Pa.C.S. § 8913)**

Document will be returned to the

Name <b>Meryl Roberts</b>		
Address <b>800 Bering Drive Suite 250</b>		
City <b>Houston</b>	State <b>Texas</b>	Zip Code <b>77057</b>

Commonwealth of Pennsylvania  
CERTIFICATE OF ORGANIZATION 3 Page(s)



T1326862002

Fee: \$125

In compliance with the requirements of 15 Pa.C.S. § 8913 (relating to certificate of organization), the undersigned desiring to organize a limited liability company, hereby certifies that:

1. The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation): <b>Pinnacle Power LLC</b>
--

2. The (a) address of the limited liability company's 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
(b) Name of Commercial Registered Office Provider <b>co:InCorp Services Inc</b>				County <b>Dauphin</b>

3. The name and address, including street and number, if any, of each organizer is (all organizers must sign on page 2):	
Name <b>Jeremy Wallace</b>	Address <b>800 Bering Drive Suite 250 Houston, Texas 77057</b>

PA DEPT. OF STATE  
SEP 09 2013

PA DEPT. OF STATE  
SEP 23 2013

4. *Strike out if inapplicable term*  
A member's interest in the company is to be evidenced by a certificate of membership interest.

5. *Strike out if inapplicable:*  
Management of the company is vested in a manager or managers.

6. The specified effective date, if any is: \_\_\_\_\_  
month date year hour, if any

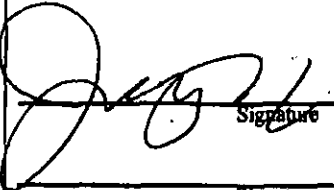
7. *Strike out if inapplicable:* ~~The company is a restricted professional company organized to render the following restricted professional service(s).~~

---

---

8. For additional provisions of the certificate, if any, attach an 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s) has (have)  
signed this Certificate of Organization this  
3 day of Sept, 2013.

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

ATTACHMENT  
STAFFING & BUSINESS PLAN

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**APPLICATION OF PINNACLE POWER LLC §  
FOR RETAIL ELECTRIC PROVIDER §  
CERTIFICATION §**

**PUBLIC UTILITY COMMISSION  
  
OF PENNSYLVANIA**

**PLAN TO DEVELOP STAFFING LEVELS ADEQUATE  
TO MEET ALL SERVICE LEVEL COMMITMENTS**

Pinnacle Power LLC's Customer Management Call Center has highly trained staff and state-of-the-art technologies that will ensure effective and prompt response time to customer inquiries, concerns and needs as well as provide prompt resolution to any customer complaints or disputes. The call center will be staffed during normal business hours to receive customer telephone calls, emails, correspondence and faxes relating to customer registration, bills, payment arrangements, discretionary service orders, and other customer related matters. After business hours, Pinnacle Power LLC will have after-hours staff that will assist with power outages, payments and customer registration assistance.

All staff will receive training related to their call center responsibilities that will address, either directly or through business processes and systems, requirements in the following areas:

- a. Customer Protection and Anti-Discrimination Rules;
- b. Billing and payment provisions of the Pinnacle Power LLC Terms of Service;
- c. Disconnect and Reconnect orders and when these are applicable;
- d. Customer Rights; and
- e. All other Customer Protection rules.

Pinnacle Power LLC is committed to implementing all modifications to the Commission's Customer Protection Rules and will provide periodic training to all staff as needed. Pinnacle Power LLC will cross-train all staff in all facets of the retail energy industry to facilitate a professional and informative exchange with customers on all appropriate issues.

# Pinnacle Power LLC

**Pennsylvania DEREGULATED MARKET**

**(PJM Market Opportunity)**

**Business Plan Overview**

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

This business plan contains information that is confidential and should not be shared, copied, disclosed or otherwise compromised without the consent of Pinnacle Power and Light LLC.

## Table of Contents

<b>EXECUTIVE SUMMARY .....</b>	<b>3</b>
The Company.....	3
The Business .....	3
Opportunity Overview .....	3
<b>INDUSTRY OVERVIEW.....</b>	<b>3</b>
PJM Market .....	3
PJM Opportunities.....	3
<b>BUSINESS STRATEGY.....</b>	<b>4</b>
Operations.....	4
Pennsylvania.....	5

## **EXECUTIVE SUMMARY**

### **The Company**

Pinnacle Power LLC a Pennsylvania Limited Liability Company (“Pinnacle” or “Company”) intends to file its application to act as a retail electric provider in the State of Pennsylvania within the (“PJM”) market. The majority of the Company’s operations will continue to be based in Houston, with a relatively small, perhaps executive suite style office, serving to satisfy the corporate records maintenance requirement imposed by each state. Licensed electricity providers are generally required to maintain an office in the state where customer records are to be secured.

### **Opportunity Overview**

- Pinnacle expects to offer customers in new markets competitive energy prices and ease of sign-up.
- The electricity delivery process in the PJM market is comparable to other markets and thus creates a familiar system within to operate.

## **INDUSTRY OVERVIEW**

### **PJM Market**

While electricity deregulation in the Pennsylvania, Maryland and New Jersey market is mature, current regulatory changes create an opportunity for customers to save money on their utility bills. In its simplest form, PJM deregulation allows customers to purchase their energy from Pinnacle while using the distribution lines of the Local Distribution Utility (“LDU”) Companies. The bill for both services comes from the LDU, and Pinnacle will generally not be responsible for collection or customer bad debt. To the end customer, there is no discernable difference in price or service with respect to their electricity usage.

### **PJM Opportunities**

- Pennsylvania has a yearly standard offer rate, providing ample opportunity to compare headroom for margin in the market.
- Pennsylvania recently amended its regulatory laws to allow incumbent electric providers to remove the previously imposed electricity price cap. The “price cap” did not allow the electric company to raise prices despite rising electricity costs. This artificially low price cap inhibited competition, as it was lower than the cost of wholesale electricity, thereby preventing new companies from entering the market.



## BUSINESS STRATEGY

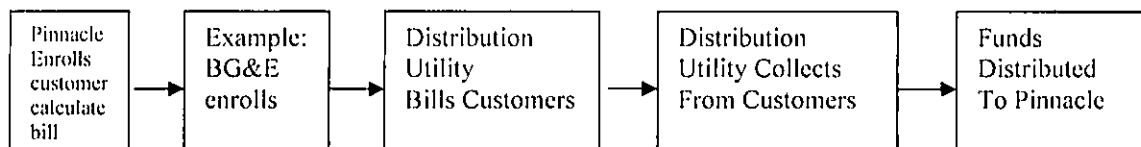
Pinnacle intends to focus on marketing electricity to the small and medium sized commercial customers, neither of which is generally highly targeted by the larger Retail Provider's. In the PJM Market, Pinnacle will use the following strategy in the implementation of its business plan:

- pursue marketing efforts through traditional channels, such as independent contractors;
- effectively develop a sales force;
- utilize telemarketing groups which are proven to be quite effective;
- target and focus on niche market segments that are not saturated by competitors (e.g., small strip shopping center tenants and others); and
- develop appropriate infrastructure to effectively manage and support growth

## Operations

The PJM Market operates under a similar regulatory environment. The procedures to service customers and interface with the incumbents are as follows:

Pinnacle would be required to sign up and enroll customers and enter data for electronic data transmission to the incumbent. The switch, to Pinnacle's service would be effective as of the next meter read date. The incumbent distribution utilities such as BG&E would provide a consolidated bill to the customer at the end of each billing period. The incumbents would then electronically send Pinnacle its customer monthly or hourly kWh usage data via EDI. Pinnacle is required to calculate its charge and return [to the incumbent] such billing information within 48 hours of the usage data being sent to Pinnacle.



Distribution Utility would then integrate Pinnacle's charges, and print and distribute the bill to the customer.

With the consolidated bill option, Pinnacle will be paid 100% of its undisputed energy commodity customer charges within 20 days of the billing date or five (5) days after the due date printed on the bill.

Distribution Utility will reject any consolidated bill customer for new enrollment if the customer (residential or commercial) is in arrearages for a period of 60 days or more.

This regulatory environment provides for fewer customer service requirements than a traditional utility call center. Pinnacle intends to hire experienced market personnel in the areas of supply, accounting, transaction management and sales to exclusively handle the PJM Market.

Source: Energy Information Administration/ State Energy Profiles 2002/Maryland

### **Pennsylvania Overview:**

Prior to deregulation, Pennsylvanians were paying about 15% above the national average electricity rate for their power. That statistic would soon see a favorable decline, not long after the passing of House Bill 1509 in 1996.

Also called the "Electricity Generation Customer Choice and Competition Act", House Bill 1509 became the first stepping stone to a deregulated market in Pennsylvania. In the summer of 1997, parts of the PA power market became deregulated, allowing Pennsylvanians their own choice of Electric Generation Supplier (EGS).

Over the next 13 years, Pennsylvania expanded deregulation to territories statewide, spurring greater competition while the PA energy industry adapted to market-based rate systems. These progressive years saw a strong response from commercial and industrial customers to switch suppliers, while residential customers adopted electric choice more gradually.

Nearly all of Pennsylvania is now deregulated and customers have begun to reap the benefits. At the end of the third quarter in 2010, Pennsylvania electric rates were only slightly higher than the national average, but well below averages for other Mid-Atlantic states in the region. (see table below).

Up until 2011, utilities in PA had state-imposed rate caps on generation supply costs in order to ease the transition to the competitive market. Many utility customers (who did not switch prior to 2011) maintained rates that would have otherwise increased (often up to 25% higher) without caps as energy prices surged.

Now that all rate caps in PA have expired, the electric generation supply costs which were the subject of such rate caps have (as predicted) since led to increases of up to 120% on electric bills even for C&I customers.

While competition in the deregulated market serves to drive electricity rates down, the generation, transmission and distribution charges are rising as utilities adjust to the absence of rate caps. Not only will the dramatically rising electric bills push more

customers to participate in PA electric choice in 2011, but it will also require more scrutiny while shopping, as the generation and distribution rates will be equally as important as the price per kilowatt-hour for power.

(NOTE: The PA PUC indicates more than 2 million Pennsylvanians have switched providers as of 2013)

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ATTACHMENT

DISCLOSURE & SAMPLE CONTRACT

# **Pinnacle Power LLC**

## **Disclosure Agreement**

This is an agreement for electric generation service between Pinnacle Power LLC (“Pinnacle”) and [Customer’s Name and Full Address].

- We at Pinnacle are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-XXXX-XXXXXXX.
- We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
- You will receive a single bill from [billing agent] that will contain [Distribution Utility name] charges and Pinnacle’s charges.
- Right of Rescission – You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

### **Definitions**

- Generation Charge – Charge for production of electricity.
- Transmission Charge – Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
- Nonbasic Charges – *Define each nonbasic service being offered.*

### **Terms of Service**

- Basic Service Prices – *Itemize Basic Services you are billing for and their prices.*

You will pay Pinnacle’s rate per kWh for electric generation service.

- Nonbasic Service Prices – *Itemize Nonbasic Services you are offering and their prices.*

### **Length of Agreement**

- You will buy your electricity generation service for the above street address from Pinnacle Power beginning [date] through [date of expiration, if any].

### **Special Terms and Conditions – N/A**

**Special Services – N/A**

**Penalties, Fees and Exceptions**

- Customer will receive a monthly bill from its Distribution Utility for all energy and Distribution Utility charges which bill shall be due and payable in accordance with the Distribution Utility terms and conditions. If Customer’s bill is not paid by the due date, Customer will be charged a late fee of 1.5% per month on unpaid balances or otherwise in accordance with your local utility’s policies and procedures.

**Cancellation Provisions**

- You may rescind this Agreement without penalty of any kind by canceling within three (3) federal business days of signing this agreement. If you cancel this Agreement for any other reason, after the rescission period and before the end of the initial term you will be assessed an early cancellation fee that is equal to one hundred fifty dollars (\$150) per year of the term of your contract. The parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. After initial term you may cancel this agreement with thirty (30) days prior written notice.

**Renewal Provision/Agreement Expiration/Change in Terms**

- If you have a fixed term agreement with us 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 our bills or in separate mailings between 45 and 90 days before either the expiration date or the effective date of the changes. We will explain your options in these two advance notices.

**Dispute Procedures**

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

**Contact Information**

Generation Supplier Name: Pinnacle Power LLC  
800 Bering Drive, Suite 250  
Houston, Texas 77057

Phone Number: (713) 554-4300

Internet Address: \_\_\_\_\_

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

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

Address:

---

---

---

Phone Number:

---

Public Utility Commission (PUC)

Address:

P.O. Box 3265, Harrisburg, PA 17105-3265

Choice Hotline Number:

(800) 692-7380

Universal Service Program Name:

---

Phone Number:

---

**Pinnacle Power, LLC – PENNSYLVANIA OPERATIONS  
RESIDENTIAL ELECTRICITY AUTHORIZATION  
FAX TO 866-651-5534**

**NEW SERVICE INFORMATION** (PLEASE PRINT CLEARLY)

Service Type  New Service -or-  Switching Service Utility Account # \_\_\_\_\_

Customer Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Service Address \_\_\_\_\_ Suite / Unit \_\_\_\_\_ City: \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Add'l Account # 's \_\_\_\_\_

**BILLING ADDRESS** (if different than service address listed above)

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Primary Phone \_\_\_\_\_

Fax \_\_\_\_\_ Email \_\_\_\_\_

Pinnacle Power, LLC has my permission to use the information I am providing in this form to enroll me for electric service in Pennsylvania. I affirm that I am at least 18 years of age and legally authorized to switch the electricity provider for the address shown below. By signing below, I am authorizing Pinnacle Power, L.L.C to become my new Electric Service Company (ESCO) in place of my current ESCO, and Pinnacle Power, L.L.C to act as my agent to make this change and direct my Distribution Utility to release certain information to Pinnacle Power, which shall include but not be limited to my name, service address, rates, historical usage, utility charges, credit and payment history for the duration of this Agreement.

**Pricing:** The price for energy is 0.0699 ¢ kWh. This is a fixed price for the term ending \_\_\_\_\_, which includes cost, and charges for transmission charges, electric energy supply, electric energy losses, congestion charges, scheduling services, imposed administrative fees, any imbalance charges, and ancillary services. Price does not include any of your Transmission and Distribution Utility's charges and fees, taxes or applicable fees and/or penalties. Customer's service begins with ESCO on the meter reading date set by the Local Distribution Utility. You will be assessed a monthly base charge of \$0.00 per meter.

**Term:** The term of this contract begins on the next available date for enrollment and will continue for an initial term that ends \_\_\_\_\_, 20\_\_\_\_, regardless of the number of meter reads you receive. Upon expiration of the initial contract term, unless you sign a renewal contract, this Agreement shall renew and continue by its terms and conditions on a month to month variable rate basis and the said variable rate for that month may be viewed on the Pinnacle Power, L.L.C website at [www.pinnaclepowerllc.com](http://www.pinnaclepowerllc.com) on the first business day of the month. The price shall be reset at the then existing market price, and may be reset at each new month without prior written notice to Customer, until Customer mails a written notice to the other party at least 30 days prior to the intended cancellation date stating said intention in which event the termination will be effective at the end of the billing cycle following receipt of such notice or such date as Pinnacle Power may state in its notice.

**Cancellation:** You may rescind this agreement without penalty of any kind by canceling within three (3) federal business days of signing this agreement. If you cancel this Agreement for any other reason, after the rescission period and before the end of the initial term you will be assessed an early cancellation fee that is equal to one hundred fifty dollars (\$150) per each year of the term of your contract. The parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. After initial term you may cancel this agreement with 30days prior written notice.

**Billing & Fees:** Customer will receive a monthly bill from its Distribution Utility for all energy and Distribution Utility charges which bill shall be due and payable in accordance with the Distribution Utility terms and conditions. If Customer's bill is not paid by the due date, Customer will be charged a late fee of 1.5% per month on unpaid balances or otherwise in accordance with your local utility's policies and procedures.

**Assignment:** ESCO reserves the right to assign this contract to another ESCO without the consent of customer.

**Limitations of Liability:** Liabilities not excused by reason or force majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage. There are no third party beneficiaries to this agreement.

**Representations and Warranties:** The electricity sold under this Agreement will meet the applicable Distribution Utility's quality standards and will be supplied from a variety of sources. Pinnacle Power, L.L.C makes no representations or warranties other than those expressly set forth in this agreement, and Pinnacle Power, LLC expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

**Excuse:** If an event occurs which makes it impossible for Pinnacle Power, L.L.C to perform under this Agreement, such as an act of God, extraordinary weather occurrence, war, civil disturbance or other national emergency, our performance under this Agreement shall be excused for the duration of such event. This could be an event affecting Distribution Utility, such as a facility outage on their electric distribution lines.

**Governing Law:** This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Pennsylvania and or the state in which you receive service of electricity.

By my signature below (facsimile signature accepted as if it were an original), I hereby agree to be obligated by the terms and conditions set forth herein and the Electricity Service Agreement Terms and Conditions.

**See Electric Service Agreement for Additional Terms**

Authorized Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Pinnacle Power Approval \_\_\_\_\_

This offer is subject to credit approval and confirmation by Pinnacle Power, L.L.C. The rate cannot be locked in until receipt of the signed Authorization Form. Pricing generally expires within 24 hours from the date of this letter. Please confirm all offers with Pinnacle Power prior to sending in a signed Authorization Form.



## Pinnacle Power, LLC- TERMS OF SERVICE PENNSYLVANIA

Your TERMS OF SERVICE shall be set forth in the Welcome Letter which shall be made a part of the TERMS OF SERVICE unless otherwise agreed to in writing.

THE FOLLOWING ARE YOUR ELECTRICITY TERMS OF SERVICE (the "Agreement"), which is made a part of your Electricity Authorization by and between Pinnacle Power, L.L.C or ("Pinnacle Power") and you ("Customer"), with the term of service commencing on the execution date of your contract and service to commence on Service Commencement Date which is the date of the first meter read by the Electric Distribution Company ("EDC").

**1. ENERGY CONSUMPTION INFORMATION.** Customer hereby authorizes Pinnacle Power, LLC to obtain Customer's current and historical electricity cost and usage data, payment and credit history, Dunn & Bradstreet number and other data reasonably necessary for Pinnacle Power, L.L.C to provide electric service pursuant to this Agreement. Customer agrees, upon request, to provide Pinnacle Power, L.L.C with facility descriptions, operating information, meter identification numbers and locations, and such other information available to Customer as Pinnacle Power, L.L.C may reasonably require providing electric service pursuant to this Agreement.

**2. PRICE:** You agree to pay the price as set forth in your contract per kilowatt-hour (kWh) through your scheduled CONTRACT EXPIRATION DATE or meter read date. In addition, you are responsible for paying the UTILITY distribution charges, as well as any other applicable charges. This price includes the cost for your transmission service.

**3. TERM:** Service will begin on your next scheduled meter read date after the UTILITY confirms your enrollment and will continue through your CONTRACT EXPIRATION DATE or scheduled meter read date ("Initial Term"). At the conclusion of the Initial Term this agreement will automatically continue on a month-to-month basis during which time you will be charged a market-based price per kWh that may remain the same or vary for any given month or period of months. If at any time after the expiration of the Initial Term PINNACLE POWER proposes a new fixed price or proposes to change the terms of service, PINNACLE POWER will furnish you the requisite advance written notice of such proposed new fixed price or change in the terms of service.

**4. BILLING FEES AND PENALTIES.** You will receive a single bill from your local utility for its charges, as well as Pinnacle Power. Your local utility will set your payment due date and inform you of the payment billing address. Your bill is subject to adjustment for any computation errors, meter misreads or other errors. Pinnacle Power, L.L.C reserves the right to assume the billing function for our services. Our charges include the costs for the electricity component, which is sold in kilowatt hours (kWh), and a fixed monthly charge of as set forth in your Contract for costs incurred in servicing your account as specified in your Authorization. Bills not paid in full by the due date will incur a late-payment fee at an interest rate of 1.5% per month on unpaid balances or otherwise in accordance with your local utility's policies and procedures. You will be charged a \$25 fee for each returned check. Pinnacle Power, L.L.C and your local utility are each responsible for collecting any past-due amount owed on their respective bills. If you fail to pay a past-due amount owed to Pinnacle Power, we may transfer your electric service back to the utility. We may perform a credit check prior to enrollment, and based on its results Pinnacle Power may elect not to enroll you as a customer and provide you notice of such action. If you do not pay your bill on time, we may cancel this agreement for non-payment with 14 days written notice. If we cancel your service for non-payment, you must pay the balance owed plus any collection fees (including all legal fees and costs) plus any applicable liquidated charges stated in the Authorization. If you cancel your service prior to the termination of your contract period you shall be charged a liquidated damages fee of \$150 for residential service.

**5. CANCELLATION PROVISIONS:** Residential customers that cancel prior to the expiration of the Initial Term will be charged a \$150 cancellation fee. You will not be charged a fee if you cancel after expiration of the Initial Term. Cancellation becomes effective upon processing of your cancellation request by the UTILITY. If you move within the UTILITY service territory, you may request the UTILITY to transfer PINNACLE POWER's supply service to your new address.

**6. CHANGE IN TERMS.** Pinnacle Power, LLC reserves the right, with 35 days written notice, to amend this agreement due to any regulatory, tariff or procedural change that may affect our ability to serve you under this agreement. If you do not wish to accept the material change in terms, you must notify Pinnacle Power, LLC in writing within 14 days of receiving that notice. This agreement will then terminate after your next billing cycle and any unpaid balances will immediately become due. If we are unable to resolve any dispute or you are unsatisfied with our service you may file a complaint with the Pennsylvania Public Utility Commission (PUC) by telephone 1-800-692-7380, P.O. Box 3265, Harrisburg, PA 17105-3265

This offer is subject to credit approval and confirmation by Pinnacle Power, L.L.C. The rate cannot be locked in until receipt of the signed Authorization Form. Pricing generally expires within 24 hours from the date of this letter. Please confirm all offers with Pinnacle Power prior to sending in a signed Authorization Form.

**7. DIRECT ACCESS AUTHORIZATION.** Customer shall execute all authorizations required by state or federal law to enable Pinnacle Power to provide services pursuant to this Agreement. If, for any reason, an enrollment form is not submitted or Customer's EDC fails to approve an enrollment form submitted by Pinnacle Power on Customer's behalf within three (3) months of the Effective Date, this Agreement may be terminated by either party, without penalty, by providing written notice of termination to either party.

**8. FORCE MAJEURE.** Pinnacle Power assumes no liability or responsibility for any items or services associated with your local utility including operations and maintenance of their system, interruption of service, termination of service, failure of electricity service or deterioration of their service.

**9. LIMITATION OF LIABILITY.** IN THE EVENT PINNACLE POWER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, CUSTOMER'S SOLE REMEDY SHALL BE TO CANCEL THIS AGREEMENT BY WRITTEN NOTICE SENT VIA CERTIFIED MAIL TO PINNACLE POWER. IN THE EVENT PINNACLE POWER IS RESPONSIBLE FOR DIRECT DAMAGES FOR ITS FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS, PINNACLE POWER WILL BE RESPONSIBLE FOR DIRECT DAMAGES UP TO THE PRICE OF THE ELECTRICITY SERVICE PROVIDED LIMITED TO A THIRTY DAY PERIOD. FURTHER, PINNACLE POWER SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INJURY, CONSEQUENTIAL OR SPECIAL DAMAGES. OR CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO INTENTIONAL TORTS, NEGLIGENCE, AND STRICT LIABILITY), OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LEGAL OR EQUITABLE REMEDY OTHER THAN TERMINATION AS REFERENCED IN THE FIRST SENTENCE OF THIS SECTION.

**10. ENTIRE AGREEMENT.** This Agreement, including any Attachment, Welcome Letter, Exhibit or Schedule hereto, embodies the entire Agreement and understanding between the parties, and supersedes all prior agreements and understandings between the parties, whether written or oral, with respect to the subject matter hereof. If Pinnacle Power determines that it must modify this Agreement to comply with the Rules and/or applicable law or regulation, Pinnacle Power shall inform Customer by written notice. If there exist a material change to any term including the fees and or charges established by Pinnacle Power, then Pinnacle Power shall inform Customer by written notice. After notice of a material change, Customer may, within fourteen (14) days of receipt of such notice of a material change, cancel this Agreement by written notice to Pinnacle Power. In the event that Customer cancels this Agreement as provided for in this Section, Customer shall still be obligated to pay for the electricity and related services provided to Customer pursuant to this Agreement prior to the date that such cancellation becomes effective. Except as provided for in this Section, this Agreement may not be amended except by a written amendment signed by both Customer and Pinnacle Power.

**11. ASSIGNMENT.** Pinnacle Power may assign its rights and obligations under this Agreement to a third party that is approved by the Public Service Commission with customer notification. Customer does not have the right to assign its rights and obligations under this Agreement to a third party, and any attempt by Customer to assign its rights and obligations under this Agreement is void and without effect, unless the written permission of Pinnacle Power is obtained prior to the assignment.

**12. GOVERNING LAW.** The internal laws and not the law of conflicts for the state of Pennsylvania govern the formation, interpretation and performance of this Agreement. Venue is proper in Pennsylvania or the state in which you receive electric service.

**13. TERM OF AGREEMENT.** See Welcome Letter and/or the customer authorization page for price and term. This Agreement shall become effective and the term to begin when signed with electric service to begin upon the Service Commencement Date determined by the Local Utility. However, if Customer is delinquent in paying in full on its account with its prior provider, then Pinnacle Power shall have the right to cancel this Agreement without notice, at any time. Upon expiration of the Initial Contract Term this Agreement shall renew and continue by its terms and conditions on a month to month variable rate basis and the said variable rate for that month may be viewed on the Pinnacle Power website at [www.pinnaclepowerllc.com](http://www.pinnaclepowerllc.com) on the first business day of the month. The price shall be reset at the then existing market price, and may be reset at each new month without prior written notice to Customer, until Customer mails a written notice to the other party at least 30 days prior to the intended cancellation date stating said intention in which event the termination will be effective at the end of the billing cycle following receipt of such notice or such date as Pinnacle Power may state in its notice. At all times during this Agreement, Pinnacle Power reserves the right to cancel service to the Customer if Customer fails to make payment of all amounts due Pinnacle Power. Should cancellation for non-payment occur, in the event of cancellation for non-payment, this Agreement will be cancelled immediately. This Agreement shall continue until either party cancels as set forth above; provided however that notice of cancellation shall not be given by Customer until 60 days prior to the expiration of the contract.

**Contact Info:**

**Pinnacle Power, LLC**  
**800 Bering Drive, Suite 250**  
**Houston, Texas 77057**  
**Tel Number: 713-554-4300**  
**Toll Free: 1-866-727-5658**  
**Toll Free Fax: 1-866-651-5534**

This offer is subject to credit approval and confirmation by Pinnacle Power, LLC. The rate cannot be locked in until receipt of the signed Authorization Form. Pricing generally expires within 24 hours from the date of this letter. Please confirm all offers with Pinnacle Power prior to sending in a signed Authorization Form.

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ATTACHMENT  
OFFICER LIST

## **PINNACLE POWER LLC**

### **OFFICERS**

Name: Rod Danielson  
Contact Title: President of Supply  
Company/Physical Address: 800 Bering Drive, Suite 250, Houston, TX 77057  
Contact Phone Number: (713) 375-2791

Name: Angela Hanley  
Contact Title: President of Operations  
Company/Physical Address: 800 Bering Drive, Suite 250, Houston, TX 77057  
Contact Phone Number: (713) 375-2777

Name: Neil Leibman  
Contact Title: CEO  
Company/Physical Address: 800 Bering Drive, Suite 250, Houston, TX 77057  
Contact Phone Number: (713) 375-2774

Name: Jaleea George  
Contact Title: CFO  
Company/Physical Address: 800 Bering Drive, Suite 250, Houston, TX 77057  
Contact Phone Number: (713) 375-2793

Name: Mark Leibman  
Contact Title: Vice President of Sales  
Company/Physical Address: 800 Bering Drive, Suite 250, Houston, TX 77057  
Contact Phone Number: (713) 375-2791

Name: Jeremy Wallace  
Contact Title: Credit and Collections Manager  
Company/Physical Address: 800 Bering Drive, Suite 250, Houston, TX 77057  
Contact Phone Number: (713) 375-2791

Name: Tom O'Leary  
Contact Title: Chairman, COO  
Company/Physical Address: 800 Bering Drive, Suite 250, Houston, TX 77057  
Contact Phone Number: (713) 554-4302

Name: Meryl Roberts  
Contact Title: Human Resources Coordinator  
Company/Physical Address: 800 Bering Drive, Suite 250, Houston, TX 77057  
Contact Phone Number: (713) 375-2796

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ATTACHMENT  
ACCOUNTING RECORDS

**PINNACLE POWER LLC**

**ACCOUNTING RECORDS CUSTODIAN**

Name:	Jaleca George
Contact Title:	CFO
Company/Physical Address:	800 Bering Drive, Suite 250, Houston, TX 77057
Contact Phone Number:	(713) 375-2793

## 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  
5<sup>th</sup> Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14<sup>th</sup> 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

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

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

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

**Met-Ed, Penelec, and Penn Power:**  
Legal Department  
First Energy  
2800 Pottsville Pike  
Reading, PA 19612

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

**RECEIVED**

NOV 12 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

## CERTIFICATE OF SERVICE

On this the \_\_\_\_ day of \_\_\_\_\_, 2013, 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:

**RECEIVED**

NOV 12 2013

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

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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

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

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

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

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

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

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading, PA 19612


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

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

UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
2525 N. 12<sup>th</sup> Street, Suite 360  
Post Office Box 12677  
Reading, PA 19612-2677

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

Director of Customer Energy Services  
Orange and Rockland Company  
390 West Route 59  
Spring Valley, NY 10977-5300

  
\_\_\_\_\_, Pinnacle Power LLC



TO: PUC (PUC)  
Agency: PUC  
Floor:  
External Carrier: FedEx Express

11/12/2013 9:53:32 AM



From: (713) 375-2796  
Meryl L. Roberts  
Summer Energy  
800 Bering Drive, Suite 260

Houston, TX 77057

Origin ID: HOUA

FedEx  
Express



J13201300280326

Ship Date: 11NOV13  
ActWgt: 2.0 LB  
CAD: 103602436/NET3430

Delivery Address Bar Code



SHIP TO: (713) 783-7777

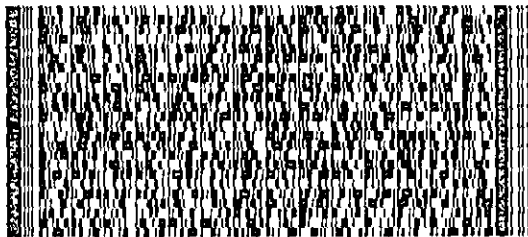
BILL SENDER

Secretary  
PA Public Utility Commission  
Keystone Building, 2nd Floor  
Room N201  
HARRISBURG, PA 17120

Ref #  
Invoice #  
PO #  
Dept #

TUE - 12 NOV 10:30A  
PRIORITY OVERNIGHT

TRK# 7971 3138 6865  
0201



XH MDTA

17120  
PA-US  
MDT

