



Exelon Business Services Company  
Legal Department

2301 Market Street/S23-1  
Philadelphia, PA 19103

215 568 3389 Fax  
www.exeloncorp.com

Direct Dial: 215.841.6841

March 26, 2014

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

**RE: Joseph Magaro v. PECO Energy Company**  
**PUC Docket No.: C-2014-2411800**

Dear Ms. Chiavetta:

Enclosed for filing with the Commission are the following documents in the matter referenced above.

- Answer
- Answer & New Matter
- Motion Objecting to Continuance Request
- Motion for Judgment on the Pleadings
- Motion to Admit Exhibits
- Motion to Consolidate
- X** **Preliminary Objection**
- Exceptions
- Reply Exceptions
- Main Brief
- Reply Petition

I have enclosed a Certificate of Service showing that a copy of the above document was served on the interested parties. Thank you for your time and attention on this matter.

Very truly yours,

Shawane Lee  
Counsel for PECO Energy Company  
SL/lo

Scheduling Recommendation:      Call of the Docket                      Not Call of the Docket

PENNSYLVANIA PUBLIC UTILITY COMMISSION

JOSEPH MAGARO :  
Complainants :  
v. : DOCKET NO. C-2014-2411800  
PECO ENERGY COMPANY :  
Respondent :  
:

---

NOTICE TO PLEAD

Pursuant to 52 Pa. Code §§ 5.101 and 5.62(c), you are hereby notified that, if you do not file a written response denying or correcting the enclosed Preliminary Objections of PECO Energy Company within 20 days from service of this notice, a decision may be rendered against you. All pleadings, such as a Reply to Preliminary Objections, must be filed with the Secretary of the Pennsylvania Public Utility Commission, with a copy served to counsel for PECO Energy Company, Shawane L. Lee, and where applicable, the Administrative Law Judge presiding over the issue.

File with:  
Rosemarie Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, Second Floor  
Harrisburg, PA 17120

With a copy to:  
Shawane L. Lee, Esq.  
PECO Energy Company  
2301 Market Street, S-23  
Philadelphia, PA 19103

Dated at Philadelphia, PA, March 26, 2014



---

Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street S-23  
Philadelphia, PA 19101-8699  
215-841-6863  
Shawane.Lee@exeloncorp.com

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>JOSEPH MAGARO</b>	:	
<b>Complainants</b>	:	
<b>v.</b>	:	<b>DOCKET NO. C-2014-2411800</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

---

**PRELIMINARY OBJECTION OF RESPONDENT,  
PECO ENERGY COMPANY**

Respondent, PECO Energy Company (“PECO”), pursuant to 52 Pa. Code § 5.101(a)(4) respectfully petitions this Honorable Commission to dismiss the instant Complaint as legally insufficient.

1. On March 24, 2014, PECO was served with a formal complaint filed by Joseph Magaro (hereafter “Complainant”). A copy of the Complaint is attached hereto as Exhibit “1”.

2. In his Complaint, the Complainant alleges the following:

Respond Power AKA Major Energy is overcharging me by 3x the PECO charge per kilowatt. I signed an agreement not knowing the consequences that would happen. I have requested the agreement and have only received half of the agreement. ...I was not aware that I signed up with this company without a term or that I could be forced to pay this rate.

Respond Power AKA Major Energy is not competitive. They are not a retailer. They are a vulture to anyone who signed up for their services. .... We are being price gauged by Respond Power AKA Major Energy and seek reimbursement and release from the contract immediately.

PECO is holding my account hostage until the end of the billing period allowing Respond Power to overcharge me and even though I have cancelled my account with Respond Power on 3/17/14.

See Exhibit "1".

3. In his request for relief, the Complainant states:

1. Action taken to investigate and revoke Major energy AKA Respond Power's ability to sell energy in the state of PA. 2. Reimbursement for the Price gouging that has accrued to my PECO energy account payments for the months of 12/2013, 1/2014, 2/2014, 3/2014. 3. Release from the contract on the termination date.

See Exhibit "1".

4. In essence, the Complainant is disputing the rate he is paying to his supplier, Respond Energy ("Respond") for electric service.

5. The Complainant also disputes the fact that he must remain a customer with Respond Power until the end of the billing period, despite the fact that he cancelled his account on March 17, 2014.

6. PECO therefore files the instant Preliminary Objection.

7. Pursuant to 52 Pa. Code § 5.101, preliminary objections may be filed against a complaint and dismissed for legal insufficiency. 52 Pa. Code § 5.101(a)(4).

8. Commission procedure regarding the disposition of preliminary objections is similar to that utilized in Pennsylvania civil procedure. Equitable Small Transportation Intervenor. v. Equitable Gas Co., 1994 Pa.PUC LEXIS 69, Docket No. C-00935435 (July 18, 1994).

9. In deciding preliminary objections, the Public Utility Commission must determine, based on the factual pleadings of the petitioner, if relief or recovery is possible. Roc v. Flaherty, 527 A.2d 211 (Pa. Cmwlth 1985).

10. A complaint must be able to recover under the law to survive a preliminary objection. Milliner v. Enck, 709 A.2d 417, 418 (Pa. Super. Ct. 1998) (“preliminary objection should be sustained only where it appears with certainty that, upon the facts averred, the law will not allow the plaintiff to recover”).

11. All of the non-moving party’s averments must be taken as true for the sake of deciding the preliminary objection. County of Allegheny v. Commw. of Pa., 490 A.2d 402 (Pa. 1985).

12. The court does not, however, need to accept, “unwarranted inferences from facts, argumentative allegations, or expressions of opinions.” Feingold v. McNulty, 2009 Phila. Ct. Com. Pl LEXIS 167, \*3.

13. Section 703 of the Public Utility Code, 66 Pa. C.S.A. § 703(b) provides that the Commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary to the public interest.

14. A hearing is required only when there is a disputed question of fact, and is not required to resolve questions of law. Dee-Dee Cab, Inc. v. Pa.Pub. Util. Comm’n, 817 A.2<sup>nd</sup> 593 (Pa. Commw. Ct. 2003), petition for allowance of appeal denied, 836 A.2d 123 (Pa. 2003).

15. Here, there are no genuine issues of fact and PECO Energy is entitled to judgment as a matter of law with respect to all of the allegations in the Complaint.

I. **Legal Insufficiency – Under both the Commission’s regulations and the contract between Respond and the Complainant, PECO is not a party to the electric generation transaction.**

16. The Complainant disputes the rate he is receiving from his supplier Respond for electric service at his properties.

17. By way of background, on December 3, 1996, the Pennsylvania Legislature passed the Electricity Generation Customer Choice and Competition Act (“Competition Act”) under 66 Pa.C.S. § 2807.

18. The Competition Act required electric distribution companies, such as PECO to unbundle transmission, distribution and generation rates for retail customers. The Competition Act deregulated electricity generation and provided all customers in Pennsylvania the opportunity to choose their electric generation supplier (“EGS”). 66 Pa.C.S. § 2807.

19. Section 2806(a) explicitly states:

All customers of electric distribution companies in this Commonwealth shall have the opportunity to purchase electricity from their choice of electric generation suppliers. The ultimate choice of the electric generation supplier is to rest with the consumer.

66 Pa.C.S. § 2806(a).

20. The Pennsylvania Public Utility Commission (“Commission”) issued regulations under 52 Pa. Code § 54.1 et. seq. to enable customers to make informed choices regarding the purchase of electricity services. 52 Pa. Code § 54.1(a).

21. The Commission approved Section 23 in PECO’s Electric Tariff to set forth the requirements for customers to switch to EGSs. See PECO’s Electric Service Tariff, Section 23, attached hereto as Exhibit “2”.

22. According to the Commission-approved tariff, customers were permitted to switch to EGSs and PECO Energy would “accommodate requests to switch in accordance with [Rule 23] and any applicable Commission Orders.” See PECO’s Electric Service Tariff, Section 23.

23. The Legislature and the Commission authorized customers to choose alternative electric suppliers consistent with the Electricity Generation Customer Choice and Competition Act, the regulations promulgated under 52 Pa. Code § 54.1; and PECO’s Commission-approved Electric Service Tariff.

24. The Complainant chose Respond as his electric supplier and entered into a contract with Respond for the rates he is receiving.

25. PECO is not the same company as Respond and the rates at issue are not PECO’s rates.

26. Indeed, pursuant to 52 Pa. Code § 54.5(c), EGSs (such as Respond) selected by the customer have to provide a written disclosure statement, stating the contract’s terms of service, including the generation charges and variable pricing statement, as well as the EGS’s address, telephone number, Commission license number and Internet address, if available. 52 Pa. Code § 54.5(c)(11).

27. Additionally, pursuant to 52 Pa. Code § 54.4(b)(10), the billing statements that go out to customers who choose to receive electric supply from an EGS must include the following statements:

- (i) Generation prices and charges are set by the electric generation supplier you have chosen.

28. The Complainant was placed on notice through his billing statement that his electric supplier sets the rates he is charged – not PECO.<sup>1</sup>

29. Further, PECO is not a party to the contract between the Complainant and Respond.

30. PECO's Electric Supplier Tariff specifically states at Section 5.4.1:

EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PAPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

See PECO's Electric Supplier Tariff, Section 5.4.1, attached hereto as Exhibit "3".

31. In this case, PECO is not a party to the contract between the Complainant and Respond. PECO has no knowledge of the contract and rate agreement the Complainant entered into with Respond and has no visibility into that agreement.

32. The Complainant has not alleged that PECO incorrectly read the meter, which resulted in the incorrect rates.

33. The Complainant has not alleged that PECO incorrectly billed him.

34. The Complainant does not dispute the PECO charges on his bill.

---

<sup>1</sup> PECO's billing statement specifically instructs customers to obtain information about switching to an EGS at [www.papowerswitch.com](http://www.papowerswitch.com). Once there, it states: "*Electric generation suppliers are responsible for posted prices. Please consult the...electric generation supplier for prices, including introductory prices, renewable energy add on options, cancellation policies and any other discounts that may be available to you.*" There is also a consumer alert that states: "**Customers with variable contracts, or those with fixed contracts that have expired and were moved to a variable rate, may see their prices increase.**"

35. Rather, the dispute the Complainant alleges is with Respond's supplier charges, over which PECO has no control.

36. The Complainant's sole dispute with PECO is that the company is "holding [his] account hostage until the end of the billing period" although he cancelled his account with Respond on March 17, 2014.

37. However, pursuant to section 23.4 of PECO's Commission-approved Electric Tariff, the termination of enrollment with an EGS "will be effective as of the next scheduled Meter Read Date". See PECO's Electric Service Tariff, Section 23.4, attached hereto as Exhibit "2".

38. Accordingly, PECO is not holding the Complainant's account hostage but is simply complying with the Commission-approved tariff.

39. The Complainant's Complaint objecting to the EGS switch billing period does not allege a violation of any order, law or tariff that can be the basis of any finding against PECO because it has been approved by the Commission.

40. Additionally, the Complainant's Complaint, objecting to Respond's rates and the EGS switch billing period does not allege a violation of any order, law or tariff that can be the basis of any finding against PECO.

41. Administrative Law Judge David Salapa ("ALJ Salapa") reached a similar conclusion in the matter Donald Mulzet v. PPL Electric Utilities Corporation, Docket No. C-2013-2367132 (Order entered July 22, 2013). In that case, the Complainant filed a formal complaint against PPL Electric alleging there were incorrect charges on his bill because various electric suppliers, including Sarko Energy, were charging him higher rates than other suppliers. Id.

42. PPL Electric filed a Preliminary Objection, requesting the matter to be dismissed for legal insufficiency because the allegations in the complaint did not pertain to PPL Electric and only contested the rates charged by the suppliers. Id.

43. ALJ Salapa sustained PPL Electric's Preliminary Objection and dismissed the complaint as follows:

The Complainant has entered into agreements with various EGSs for electric supply and those EGSs have billed him at rates higher than the rates set forth in the agreements. Accepting the facts alleged in the complaint as true for purposes of disposing of its preliminary objections, the Respondent contends that the complaint fails to allege that the Respondent has violated the Public Utility Code, Commission regulations or orders. The Respondent concludes that the complaint is legally insufficient. I agree.

In order to be legally sufficient, a complaint must set forth "an act or thing done or omitted to be done or about to be done or omitted to be done by the respondent in violation, or claimed violation, of a statute which the Commission has jurisdiction to administer, or of a regulation or order of the Commission." 52 Pa. Code §5.22(a)(4). Here, the complaint does not allege any facts that could be construed as a violation by the Respondent of any statute, regulation or order which the Commission has jurisdiction to administer. The complaint is therefore legally insufficient. Id.

44. As stated above, the Complainant has not disputed the meter reading, billing or PECO charges and has only disputed the Respond supplier charges and his effective release date from Respond.

45. Accordingly, the Complainant's formal complaint should be dismissed as it fails to set forth a violation by PECO of either the Public Utility Code, the regulations of the PUC or PECO's Electric Service Tariff as required by 52 Pa. Code §5.22(a)(4).

**REQUEST FOR RELIEF**

WHEREFORE, for the reasons set forth above, PECO Energy Company respectfully requests that your Honorable Commission summarily dismiss the Complainants' formal complaint, and all issues which were raised in the Complaint.

Respectfully submitted,



---

Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389  
Shawane.Lee@exeloncorp.com

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>JOSEPH MAGARO</b>	:	
<b>Complainants</b>	:	
<b>v.</b>	:	<b>DOCKET NO. C-2014-2411800</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

**VERIFICATION**

I, Shawane L. Lee, hereby declare that I am counsel for PECO Energy Company; that as such I am authorized to make this verification on its behalf; that the facts set forth in the foregoing Pleading are true to the best of my knowledge, information and belief, and that I make this verification subject to the penalties of 18 Pa. C.S. § 4904 pertaining to false statements to authorities.



Date: March 26, 2014

\_\_\_\_\_  
Shawane L. Lee

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

<b>JOSEPH MAGARO</b>	:	
<b>Complainants</b>	:	
<b>v.</b>	:	<b>DOCKET NO. C-2014-2411800</b>
	:	
<b>PECO ENERGY COMPANY</b>	:	
<b>Respondent</b>	:	

**CERTIFICATE OF SERVICE**

I, Shawane L. Lee, hereby certify that I have this day served a copy of PECO Energy Company's Preliminary Objection in the above matter upon all interested parties by mailing a copy, properly addressed and postage prepaid to:

Joseph Magaro  
1 Hamlet Road  
Levittown, PA 19056

Dated at Philadelphia, Pennsylvania, March 26, 2014



---

Shawane L. Lee  
Counsel for PECO Energy Company  
2301 Market Street, S23-1  
P.O. Box 8699  
Philadelphia, PA 19101-8699  
(215) 841-6841  
Fax: 215.568.3389  
Shawane.Lee@exeloncorp.com



Exelon Business Services Company  
Legal Department

2301 Market Street/S23-1  
Philadelphia, PA 19103

215 568 3389 Fax  
www.exeloncorp.com

Direct Dial: 215 841-6841

March 26, 2014

Joseph Magaro  
1 Hamlet Road  
Levittown, PA 19056

**RE: Joseph Magaro v. PECO Energy Company  
PUC Docket No.: C-2014-2411800**

Dear Mr. Magaro:

Enclosed is a copy of PECO Energy Company's response to the formal complaint filed in the above-referenced docket. The law requires PECO Energy to file an answer to your Public Utility Commission complaint. Keep these papers for your records. This is not a decision on your complaint. PECO's response may include a New Matter, Motion or Preliminary Objection. Please note that if you do not respond to a New Matter, Motion, or Preliminary Objection an unfavorable decision may be rendered against you. Responses to New Matters and Motions must be filed within 20 days. Responses to Preliminary Objections must be filed within 10 days. If there is no New Matter, Motion or Preliminary Objection included, no response is required.

Soon, the Public Utility Commission will schedule either a settlement conference or a hearing on your complaint. The Commission will let you know by mail whether there will be a conference or a hearing and will include instructions on what to do next. If the matter is set for hearing, the notice will provide you with information about the date, time and place of the hearing. If we are unable to resolve your complaint and have to proceed with a hearing, a judge will be at the hearing and will decide your complaint. You must call the Public Utility Commission if you have any questions about the hearing or if you cannot attend the hearing.

Thank you for your time and attention on this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read "Shawane Lee", with a stylized flourish at the end.

Shawane Lee  
Counsel for PECO Energy Company

SL/lo  
Encl.

**EXHIBIT “1”**

**O'Neill, Leslie:(BSC)**

---

**From:** eServe@pa.gov  
**Sent:** Monday, March 24, 2014 12:00 PM  
**To:** Lee, Shawane L.:(BSC)  
**Cc:** O'Neill, Leslie:(BSC)  
**Subject:** PA PUC eServe Notice

**Importance:** High

Dear Shawane L Lee,

A(n) **Formal Complaint** has been served in this proceeding. This document is docketed as **C-2014-2411800**.

You may view this document at

**Magaro Formal Complaint**

You are receiving this email because you are a(n) **Respondent** for this case and have agreed to be served electronically. By selecting electronic service (eService), you have agreed that this notification constitutes valid service. Electronic service of any and all documents will be in place of paper service.

Thank You,  
Public Utility Commission  
Commonwealth of Pennsylvania

*\* Please do not respond to this automatically generated email.*

# PENNSYLVANIA PUBLIC UTILITY COMMISSION

## Formal Complaint

Filing this form begins a legal proceeding and you will be a party to the case.  
If you do not wish to be a party to the case, consider filing an informal complaint.

To complete this form, please type or print legibly in ink.

### 1. Customer (Complainant) Information

Provide your name, mailing address, county, telephone number(s), e-mail address and utility account number:

Name Joseph Magaro

Street/P.O. Box 1 Hamlet Road Apt # \_\_\_\_\_

City Levittown State PA Zip 19056

County Bucks

Telephone Number(s) Where We Can Contact You During the Day:

( ) \_\_\_\_\_ (home) ( 267 ) 566-8408 (mobile)

E-mail Address (optional): jmagaro1@comcast.net

Utility Account Number (from your bill) 48923-63010

If your complaint involves utility service provided to a different address or in a different name than your mailing address, please list this information below.

Name \_\_\_\_\_

Street/P.O. Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### 2. Name of Utility or Company (Respondent)

Provide the full name of the utility or company about which you are complaining. The name of your utility or company is on your bill.

Respond Power and Pecc Energy

3. Type of Utility Service

Check the box listing the type of utility service that is the subject of your complaint (check only one):

- ELECTRIC                       WASTEWATER/SEWER  
 GAS                                       TELEPHONE/TELECOMMUNICATIONS (local, long distance)  
 WATER                                   MOTOR CARRIER (e.g. taxi, moving company, limousine)  
 STEAM HEAT

4. Reason for Complaint

What kind of problem are you having with the utility or company? Check all boxes below that apply and state the reason for your complaint. Explain specifically what you believe the utility or company has done wrong. Provide relevant details including dates, times and places and any other information that may be important. If the complaint is about billing, tell us the amount you believe is not correct. Use additional paper if you need more space. Your complaint may be dismissed without a hearing if you do not provide specific information.

- The utility is threatening to shut off my service or has already shut off my service.
- I would like a payment agreement.
- Incorrect charges are on my bill. Provide dates that are important and an explanation about any amounts or charges that you believe are not correct. Attach a copy of the bill(s) in question if you have it/them.
- I am having a reliability, safety or quality problem with my utility service. Explain the problem, including dates, times or places and any other relevant details that may be important.
- Other (explain). Respond Power Price Gouging. Peco will not releasing me from the cost until the end of the billing period. No term on contract and no complete contract provided from retail energy company Respond Energy.

Note: If your complaint is only about removing or modifying a municipal lien filed by the City of Philadelphia, the Public Utility Commission (PUC) cannot address it. Only local courts in Philadelphia County can address this type of complaint. The PUC can address a complaint about service or incorrect billing even if that amount is subject to a lien.

In addition, the PUC generally does not handle complaints about cell phone or Internet service, but may be able to resolve a dispute regarding voice communications over the Internet (including the inability to make voice 911/E911 emergency calls) or concerns about high-speed access to Internet service.

5. Requested Relief

How do you want your complaint to be resolved? Explain what you want the PUC to order the utility or company to do. Use additional paper if you need more space.

Respond Power AKA Major Energy is overcharging me by 3x the PECO charge per kilowatt. I signed an agreement not knowing the consequences that would happen. I have requested the agreement and have only received half of the agreement. I literally only received one half of it. I received the right side of page 1 and no copy of the terms that I supposedly agreed to. There is no mention of the term length on it either.

I was not aware that I signed up with this company without a term or that I could be forced to pay this rate.

PECO is .06 cents and Respond Power is at 24.9 cents per Kilowatt. We are being price gauged by Respond Power AKA Major Energy and seek reimbursement for the overcharging and release from the contract immediately.

Respond Power AKA Major Energy is not competitive. They are not a retailer. They are a vulture to anyone who signed up for their services. They have untrue statements on their website and continue to post on the following on their terms:

\* Major Energy adds a profit margin to the gas and Major Energy's goal each and every month is to deliver your gas at a price that is less than what you would have paid had you purchased your gas from your local utility company\*.

PECO is holding my account hostage until the end of the billing period allowing Respond Power to overcharge me and even though I have cancelled my account with Respond Power on 3/17/14. PECO is allowing them to collect for the balance of month of March until April 10th and I have no idea what I am being charged. It could be \$2.00 a kilowatt for all I know.

It is like paying for gas at the pump and not knowing what the cost will be. There is no regulation to the retail power companies. They sold a product without a term, without disclosure to the public and without checks and balances by our local government.

I want the following protection from my government:

1. Action taken to investigate and revoke Major Energy AKA Respond Power's ability to sell energy in the state of PA
2. Reimbursement for the Price gouging that has accrued to my PECO energy account payments for the months of 12/2013, 1/2014, 2/2014, 3/2014.
3. Release from the contract on the termination date.

Note: The PUC can decide that a customer was not billed correctly and can order billing refunds. The PUC can also fine a utility or company for not following rules and can order a utility or company to correct a problem with your service. Under state law, the PUC cannot decide whether a utility or company should pay customers for loss or damages. Damage claims may be sought in an appropriate civil court.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

c. If you tried to speak to a utility company representative about your complaint but were not able to do so, please explain why.

Respond Power AKA Major energy does not pick up their phones. I have been on hold for over 3 hours and have been disconnected 6 times. I did speak with a Nathaniel on the 17th once and was able to verbally terminate my contract with them. I emailed them also the next day as well. I have received an e-mail from one of their associates but only in connection with supplying me with 1/2 of the contract. Peco has been cooperative but states that their hands are tied in that they cannot release my until the end of the billing period due to the state regulations that govern this issue.

Note: Even if you are not required to contact the utility or company, you should always try to speak to a utility or company representative about your problem before you file a Formal Complaint with the PUC.

8. Legal Representation

If you are filing a Formal Complaint as an individual on your own behalf, you are not required to have a lawyer. You may represent yourself at the hearing.

However, if you are interested in receiving legal representation, you may contact the Widener Harrisburg Civil Law Clinic located at 3605 Vartan Way, Harrisburg, PA 17110, by phone at 717-541-0320 or via email at [lawclinicb@mail.widener.edu](mailto:lawclinicb@mail.widener.edu).

For additional information see Widener Harrisburg's Civil Law Clinic's website <http://law.widener.edu/Academics/ClinicalProgramsandProfessionalTraining/Clinics/HarrisburgCivilLawClinic.aspx>. Based on your income, legal representation may be available to you at no cost or a reduced fee.

If you are already represented by a lawyer in this matter, provide your lawyer's name, address, telephone number, and e-mail address, if known. Please make sure your lawyer is aware of your complaint. If represented by a lawyer, both you and your lawyer must be present at your hearing.

Lawyer's Name \_\_\_\_\_  
Street/P.O. Box \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Area Code/Phone Number \_\_\_\_\_  
E-mail Address (if known) \_\_\_\_\_

Note: Corporations, associations, partnerships, limited liability companies and political subdivisions are required to have a lawyer represent them at a hearing and to file any motions, answers, briefs or other legal pleadings.

9. Verification and Signature

You must sign your complaint. Individuals filing a Formal Complaint must print or type their name on the line provided in the verification paragraph below and must sign and date this form in ink. If you do not sign the Formal Complaint, the PUC will not accept it.

Verification:

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

Joseph Megaro  
(Signature of Complainant)

3-19-14

(Date)

\_\_\_\_\_  
Title of authorized employee or officer (only applicable to corporations, associations, partnerships, limited liability companies or political subdivisions)

Note: If the Complainant is a corporation, association, partnership, limited liability company or political subdivision, the verification must be signed by an authorized officer or authorized employee. If the Formal Complaint is not signed by one of these individuals, the PUC will not accept it.

10. Two Ways to File Your Formal Complaint

Electronically. You must create an account on the PUC's eFiling system, which may be accessed at [www.puc.pa.gov/efiling/default.aspx](http://www.puc.pa.gov/efiling/default.aspx).

Note: If you are appealing your Bureau of Consumer Services (BCS) decision, you must file your formal complaint by mail.

Mail. Mail the completed form with your original signature and any attachments, by certified mail, first class mail, or overnight delivery to this address:

Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, Pennsylvania 17120

Note: Formal Complaints sent by fax or e-mail will not be accepted.

If you have any questions about filling out this form, please contact the Secretary's Bureau at 717-772-7777.

Keep a copy of your Formal Complaint for your records.

6. Protection From Abuse (PFA)

Has a court granted a "Protection From Abuse" order that is currently in effect for your personal safety or welfare? The PUC needs this information to properly process your complaint so that your identity is not made public.

Note: You must answer this question if your complaint is against a natural gas distribution utility, an electric distribution utility or a water distribution utility AND your complaint is about a problem involving billing, a request to receive service, a security deposit request, termination of service or a request for a payment agreement.

Has a court granted a "Protection From Abuse" order for your personal safety or welfare?

YES

NO

If your answer to the above question is "yes," attach a copy of the current Protection From Abuse order to this Formal Complaint form.

7. Prior Utility Contact

a. Is this an appeal from a decision of the PUC's Bureau of Consumer Services (BCS)?

YES

NO

Note: If you answered yes, move to Section 8. No further contact with the utility or company is required. If you answered no, answer the question in Section 7 b. and answer the question in Section 7 c. if relevant.

b. If this is not an appeal from a BCS decision, have you spoken to a utility or company representative about this complaint?

YES

NO

Note: You must contact the utility first if (1) you are a residential customer, (2) your complaint is against a natural gas distribution utility, an electric distribution utility or a water utility AND (3) your complaint is about a billing problem, a service problem, a termination of service problem, or a request for a payment agreement.

Name: JOSEPH C MAGARO  
 Account Number: 48923-53010  
 Phone Number: 267-568-8408  
 Service Address: 1 HAMLET RD, LEVITTOWN

**Billing Summary**

Bill Date	01/09/2014
Thank you for your payment of \$350.00	
Charges from previous bill	
Late payment charge	\$352.61
Total Other Charges	\$5.29
	\$357.90
<b>Current Period Charges</b>	
Electric	
Total New Charges	\$806.04
Total Amount Due on 01/31/2014	\$806.04
	<b>\$1,163.94</b>

**General Information**

Need scheduled meter reading: February 18, 2014  
 PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call 1-800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

- Customer Self Service - Manage Your Account 24/7  
 - [www.peco.com/ebill](http://www.peco.com/ebill) - Go paperless: receive and pay your bill  
 - [www.peco.com/service](http://www.peco.com/service) - Start, stop and transfer your service  
 - [www.peco.com/SmartIdeas](http://www.peco.com/SmartIdeas) - Save energy and money  
 - Pay by phone with credit/debit card at 1-877-432-9384 (\$2.35 fee)

Respond Power, 100 Dutch Hill Rd, Suite 200, Orangeburg, NY 10962, 877-873-7763

**Message Center**

New charges contain estimated total state taxes of \$14.07, including \$11.47 for State Gross Receipts Tax.

Your estimated electric price to compare is \$0.0977 per kWh. This may change in March, June, September and December. For more information and supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us).

When paying in person, please bring the entire bill.

(continued on next page)



Return only this portion with your check made payable to PECO. Please write your account number on your check.

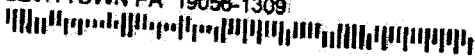
- Check here to enroll in Power Pay automatic account debit and complete form on reverse side.
- Check here to pledge a donation to MEAF and complete form on reverse side.

To pay by phone call 1-877-432-9384. A convenience fee will apply.

48923 5301 00000 0000

5913 1 AV 0.357 5913/008911012078 022 BY GYPMKE 134 01102014

JOSEPH C MAGARO  
 1 HAMLET RD  
 LEVITTOWN PA 19056-1309



Account Number  
 48923-53010

Payment Receipt Stamp

Payment Amount

Please pay this amount by 01/31/2014

\$1,163.94

00000806040000035261

PECO - PAYMENT PROCESSING  
 PO BOX 37828  
 PHILADELPHIA PA 19101-0828



489235301000011639440311163941

Name: JOSEPH C MAGARO  
 Account Number: 48923-53010

**Meter Information**

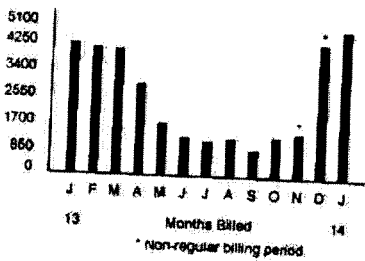
Read Date	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Usage
				Previous	Present			
01/08	118921250	General Service	Tot kWh	32331 Actual	37025 Actual	4694	1	4694
Total kWh Used		4,694						

**Electric Residential Heating Service - Current Period Detail**

Service 12/07/2013 to 01/08/2014 - 32 days

Customer charge								
Distribution Charges								\$7.09
State Tax Adjustment								187.76
Respond Power Charges / 877-973-7763				4,694 kWh	X	\$0.04000		-0.41
COMMODITY CHARGE 4,694.00(KWH) X 0.13029(RATE) = \$611.60								611.60
<b>Total Current Charges</b>								<b>\$806.04</b>

13-Month Usage (Total kWh)



**Your Usage Profile**

Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	4,694	146.8	32	38
Last Month	4,247	117.9	36	48
Last Year	4,143	121.8	34	41
Avg kWh per Month:				2,375
Total Annual kWh Usage				28,501

DO NOT MAIL THIS PORTION WITH YOUR PAYMENT

Name: JOSEPH C MAGARO  
Account Number: 48923-53010  
Phone Number: 267-566-8408  
Service Address: 1 HAMLET RD, LEVITTOWN

**Billing Summary**

Bill Date: 12/10/2013  
Thank you for your payment of \$217.32  
Thank you for your payment of \$196.50  
Late payment charge  
Total Other Charges: \$6.19

**Current Period Charges**  
Electric

Total New Charges: \$696.42  
Total Amount Due on 01/02/2014: \$696.42  
\$702.61

**General Information**

Next scheduled meter reading: January 9, 2014  
PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call 1-800-494-4000 before the due date.  
Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

- Customer Self Service - Manage Your Account 24/7
- [www.peco.com/ebill](http://www.peco.com/ebill) - Go paperless: receive and pay your bill
- [www.peco.com/service](http://www.peco.com/service) - Start, stop and transfer your service
- [www.peco.com/SmartIdeas](http://www.peco.com/SmartIdeas) - Save energy and money
- Pay by phone with credit/debit card at 1-877-432-9384 (\$2.35 fee)

Respond Power, 100 Dutch Hill Rd, Suite 230, Orangeburg, NY 10962, 877-973-7763

**Message Center**

New charges contain estimated total state taxes of \$11.99, including \$10.62 for State Gross Receipts Tax.

Your estimated electric price to compare is \$0.0977 per kWh. This may change in March, June, September and December. For more information and supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oqa.state.pa.us](http://www.oqa.state.pa.us).

This bill for electric service covers an extended period of time. Our normal bill period is 26 to 35 days.

When paying in person, please bring the entire bill.

(continued on next page)



Return only this portion with your check made payable to PECO. Please write your account number on your check.

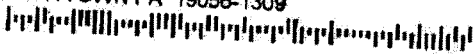
- Check here to enroll in Power Pay automatic account debit and complete form on reverse side.
- Check here to pledge a donation to MEAF and complete form on reverse side.

To pay by phone call 1-877-432-9384. A convenience fee will apply.

48923 5301 00000 0000

20709 1 AT 0.381 20709/020709042078 078 01 GXPJBJ 1345 12112013

JOSEPH C MAGARO  
1 HAMLET RD  
LEVITTOWN PA 19056-1309



Account Number  
48923-53010

Payment Receipt Stamp

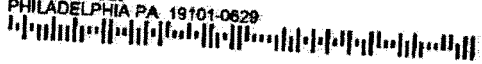
Payment Amount

Please pay this amount by 01/02/2014

\$702.61

00000696420000000000

PECO - PAYMENT PROCESSING  
PO BOX 37629  
PHILADELPHIA PA 19101-0829



489235301000007026140020702612

Name: JOSEPH C MAGARO  
 Account Number: 48923-53010

**Meter Information**

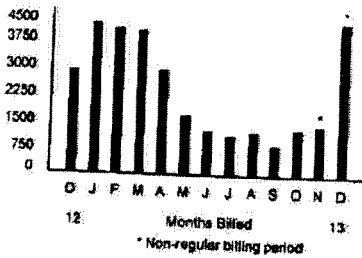
Read Date	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Usage
				Previous	Present			
12/07	119921250	General Service	Tot kWh	28084 Actual	32331 Actual	4247	1	4247
Total kWh Used .....		4,247						

**Electric Residential Heating Service - Current Period Detail**

Service 11/01/2013 to 12/07/2013 - 36 days

Customer charge				\$7.09
Distribution Charges				176.68
State Tax Adjustment		4,247 kWh	X \$0.04160	-0.39
Respond Power Charges / 877-973-7763				
COMMODITY CHARGE 4,247.00(KWH) X 0.12080(RATE) = \$513.04				513.04
<b>Total Current Charges</b>				<b>\$696.42</b>

13-Month Usage (Total kWh)



**Your Usage Profile**

Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	4,247	117.9	36	48
Last Month	1,397	58.2	24	57
Last Year	2,837	101.3	28	44

Avg kWh per Month	2,329
Total Annual kWh Usage	27,950



DO NOT MAIL THIS PORTION WITH YOUR PAYMENT

Name: JOSEPH C MAGARO  
Account Number: 48923-53010  
Phone Number: 267-566-8408  
Service Address: 1 HAMLET RD, LEVITTOWN

**Billing Summary**

Bill Date	02/11/2014
Thank you for your payment of \$400.00	
Charges from previous bill	
Late payment charge	\$763.94
Total Other Charges	\$11.46
	\$775.40
<b>Current Period Charges</b>	
Electric	
Total New Charges	\$1,171.17
Total Amount Due on 03/05/2014	\$1,171.17
	\$1,946.57

**General Information**

Next scheduled meter reading: March 11, 2014  
PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call 1-800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

- Customer Self Service - Manage Your Account 24/7**
- [www.pECO.com/ebill](http://www.pECO.com/ebill) - Go paperless: receive and pay your bill
  - [www.pECO.com/service](http://www.pECO.com/service) - Start, stop and transfer your service
  - [www.pECO.com/SmartIdeas](http://www.pECO.com/SmartIdeas) - Save energy and money
  - Pay by phone with credit/debit card at 1-877-432-9384 (\$2.35 fee)

Respond Power, 100 Dutch Hill Rd, Suite 230, Orangeburg, NY 10962, 877-973-7763

**Message Center**

New charges contain estimated total state taxes of \$15.18, including \$12.38 for State Gross Receipts Tax.

Your estimated electric price to compare is \$0.0977 per kWh. This may change in March, June, September and December. For more information and supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us).

When paying in person, please bring the entire bill.

(continued on next page)



Return only this portion with your check made payable to PECO. Please write your account number on your check.

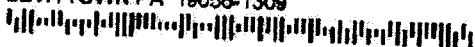
- Check here to enroll in Power Pay automatic account debit and complete form on reverse side.
- Check here to pledge a donation to MEAF and complete form on reverse side.

To pay by phone call 1-877-432-9384. A convenience fee will apply.

48923 5301 0000 0000

7748 1 AV 0.378 7714987748/015881 028 01 03P-0103 17345 82122014

JOSEPH C MAGARO  
1 HAMLET RD  
LEVITTOWN PA 19058-1309



Account Number  
48923-53010

Payment Receipt Stamp

Payment Amount

Please pay this amount by 03/05/2014

\$1,946.57

00001171170000076394

PECO - PAYMENT PROCESSING  
PO BOX 37628  
PHILADELPHIA PA 19101-0629



489235301000019465740641946572

Name: JOSEPH C MAGARO  
 Account Number: 48923-53010

**Meter Information**

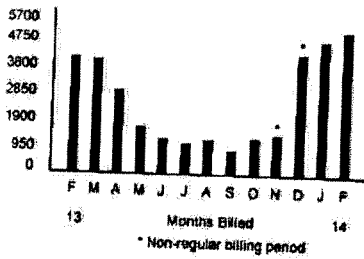
Read Date	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Usage
				Previous	Present			
02/10	118821250	General Service	Tot kWh	37025 Actual	42096 Actual	5071	1	5071
Total kWh Used .....		5,071						

**Electric Residential Heating Service - Current Period Detail**

Service 01/08/2014 to 02/10/2014 - 33 days

Customer charge								
Distribution Charges								\$7.09
State Tax Adjustment				5,071 kWh	X	\$0.04000		202.84
Respond Power Charges / 877-973-7763								-0.44
COMMODITY CHARGE 5,071.00(KWH) X 0.18964(RATE) = \$961.68								961.68
<b>Total Current Charges</b>								<b>\$1,171.17</b>

13-Month Usage (Total kWh)



**Your Usage Profile**

Period	Usage	Avg Daily Usage	Days	Avg Daily Temp.
Current Month	5,071	153.6	33	30
Last Month	4,894	146.8	32	30
Last Year	4,018	133.9	30	36
Avg kWh per Month				2,482
Total Annual kWh Usage				29,554

DO NOT MAIL THIS PORTION WITH YOUR PAYMENT

Name: JOSEPH C MAGARO  
Account Number: 48923-53010  
Phone Number: 267-566-8408  
Service Address: 1 HAMLET RD, LEVITTOWN

**Billing Summary**

Bill Date	
Thank you for your payment of \$500.00	03/10/2014
Thank you for your payment of \$763.94	
Charges from previous bill	
Total Other Charges	\$682.63
<b>Current Period Charges</b>	
Electric	
Total New Charges	\$1,238.19
Total Amount Due on 04/01/2014	\$1,238.19
	<b>\$1,920.82</b>

**General Information**

Next scheduled meter reading: April 9, 2014  
PECO, 2301 Market St, Philadelphia, PA 19103-1380. If you have any questions or concerns, please call 1-800-494-4000 before the due date. Si tiene alguna pregunta, favor de llamar al numero 1-800-494-4000 antes de la fecha de vencimiento.

- Customer Self Service - Manage Your Account 24/7
- [www.peco.com/ebill](http://www.peco.com/ebill) - Go paperless: receive and pay your bill
- [www.peco.com/service](http://www.peco.com/service) - Start, stop and transfer your service
- [www.peco.com/SmartIdeas](http://www.peco.com/SmartIdeas) - Save energy and money
- Pay by phone with credit/debit card at 1-877-432-9384 (\$2.35 fee)

Respond Power, 100 Dutch Hill Rd, Suite 230, Orangeburg, NY 10962, 877-973-7763

**Message Center**

New charges contain estimated total state taxes of \$12.71, including \$10.36 for State Gross Receipts Tax.

Your estimated electric price to compare is \$0.0877 per kWh. This may change in March, June, September and December. For more information and supplier offers visit [www.PAPowerSwitch.com](http://www.PAPowerSwitch.com) and [www.oca.state.pa.us](http://www.oca.state.pa.us).

When paying in person, please bring the entire bill.

(continued on next page)

Return only this portion with your check made payable to PECO. Please write your account number on your check.



- Check here to enroll in Power Pay automatic account debit and complete form on reverse side.
- Check here to pledge a donation to MEAF and complete form on reverse side.

To pay by phone call 1-877-432-9384. A convenience fee will apply.

48923 5301 00000 0000

39 1 SP 0.480 00340000391000077 001 01 03PT00 124 03112016  
JOSEPH C MAGARO  
1 HAMLET RD  
LEVITTOWN PA 19056-1309

Account Number  
48923-53010

Payment Receipt Stamp

Payment Amount

Please pay this amount by 04/01/2014 \$1,920.82

00001238190000068263

PECO - PAYMENT PROCESSING  
PO BOX 37829  
PHILADELPHIA PA 19101-0829

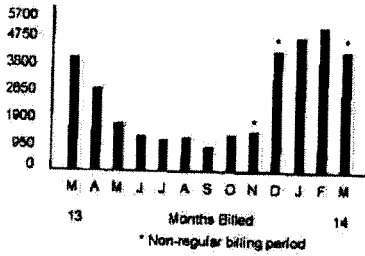
489235301000019208240911920821

Name: JOSEPH C MAGARO  
 Account Number: 48923-53010

Meter Information									
Read Date	Meter Number	Load Type	Reading Type	Meter Reading		Difference	Multiplier X	Usage	
				Previous	Present				
03/07	118921250	General Service	Tot kWh	42096 Actual	48346 Actual	4252	1	4252	
Total kWh Used								4,252	

Electric Residential Heating Service - Current Period Detail			Service 02/10/2014 to 03/07/2014 - 25 days	
Customer charge				\$5.91
Distribution Charges				170.08
State Tax Adjustment	4,252 kWh	X	\$0.04000	170.08
Respond Power Charges / 877-973-7783				-0.37
COMMODITY CHARGE 4,252.00(KWH) X 0.24990(RATE) = \$1,062.57				1,062.57
<b>Total Current Charges</b>				<b>\$1,238.19</b>

13-Month Usage (Total kWh)



Your Usage Profile

Period	Usage	Avg Daily Usage	Days	Avg Daily Temp
Current Month	4,252	170.0	25	31
Last Month	5,071	153.5	33	30
Last Year	3,955	136.7	29	37

Avg kWh per Month	2,486
Total Annual kWh Usage	29,841



DO NOT MAIL THIS PORTION WITH YOUR PAYMENT

RESPOND  POWER

DERXWIKV

HQURCOXHLH

FRQHFWRQV

FRQDFWIKV

DJHQWKRJIG

You Have A Choice Take Advantage and Start Saving [Find out more](#)

Areas We Serve Do we serve your area? Click to view our interactive map. [View map](#)


Earn Extra Cash We're going to pay you to spread the love and we're also going to pay the friends you refer.

[Find out more](#)

Attention Energy Brokers Leverage our partnership with MSG to YOUR advantage. [Find out more](#)  
Respond Power, and its sister company Major Energy, are Energy Service Companies (ESCO) serving residential and commercial customers in the deregulated natural gas and electric markets of New York, Pennsylvania, Maryland, New Jersey and Illinois. Additional markets will be added soon. We are licensed and approved by the respective State Public Service or Public Utility Commissions and by your local utility to supply natural gas and electricity to commercial & residential customers.

A New York based company founded in 2005, Respond Power is familiar with the energy needs of our customers. Respond Power's management has combined decades of experience in the energy retail marketplace with dedication and passion to help residential and business customers reduce their energy costs. Unlike any other ESCO, Respond Power will not only supply your gas and electricity at the best available rates, but will also give you tools to manage and monitor your energy consumption and control your costs.

We understand that energy should revolve around your lifestyle and not the other way around. As we continue to add more customers, we are proud of the record we've built and we remain committed to the core principles on which we were founded:

 Lowering our Customers' Energy Bills Safely and Reliably

# RESPOND POWER

DERXWVKV

HQURCOXKHUH

FROQHFWRQV

FRQDFWIKV

DJFQWRJLJQ

## Terms & Conditions

### States Terms & Conditions

- [New York](#)
- [New Jersey](#)
- [Pennsylvania](#)
- [Maryland](#)
- [Illinois](#)

### Others

- [NYS Consumer Bill of Rights](#)
- [Refer A Friend](#)
- [Cash Back Coupon](#)
- [Newsletter Sweeps](#)
- [Three Point Plan](#)
- [Hashtag Contest](#)
- [Respond Power Sweeps](#)

## Pennsylvania

### Background

Respond Power is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity in Pennsylvania. Our PUC license number is A-2010-2163898

Major Energy is licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas in Pennsylvania. Our PUC license number is A-2009-2118836

We set the commodity prices and charges that you pay. The Public Utility Commission regulates distribution prices and services.

**Right of Rescission** - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure by contacting: Respond Power for Electricity at 1-877- 973-7763; Major Energy for Gas at 1-888-625-6760; or in writing at the address listed below.

### Definitions

#### Basic Charges

##### Gas

**Commodity Charges** - The charges for the natural gas product which is sold either in cubic feet or dekatherms.

**Distribution Charges** - The charges for the delivery of natural gas from the city gate to the consumer.

##### Electric

**Commodity Charges** - The charges for the electricity which is sold which will be billed in Kilowatt Hours (kWh).

**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.

**Terms of Service**

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

**Gas**

**Variable Rate.** Your price may vary from month to month. This rate is set by Major Energy and reflects their commodity cost of gas as reflected by the NYMEX last day settle or an average of the last 3 days prior to Settle, pipeline transportation from the production area (usually the Gulf of Mexico), natural gas lost on the interstate and local distribution pipelines ("losses"), estimated state taxes, and any other costs that Major Energy incurs to deliver your natural gas to your Natural Gas Utility's "City Gate" (where they receive the gas). For their services, Major Energy adds a profit margin to the gas and Major Energy's goal each and every month is to deliver your gas at a price that is less than what you would have paid had you purchased your gas from your local utility company, however, due to market fluctuations and conditions, Major Energy can not always guarantee that every month you will see savings. Commodity charges exclude Pennsylvania sales tax, if applicable. You may contact Major Energy for our current Variable Rate. **Fixed Rate.** This is a rate that does not change over a fixed period of time. Major Energy offers various lengths of time for Fixed Rates. Typically, most terms are either for 6, 12 or 18 months Major Energy will bill you a unit price using the same units as your current Natural Gas Distribution Company (Mcf, Ccf or therms). The Fixed Rate includes estimated total state taxes but excludes Pennsylvania sales tax, if applicable.

**Electric**

**Variable Rate.** Your price may vary from month to month. This rate is set by Respond Power and reflects their Generation Charge as reflected by the PJM Day Ahead Market. Installed capacity (including peaking or standby power), electricity lost on the transmission system ("losses"), estimated state taxes, and any other costs that Respond Power incurs to deliver your electricity to your electric utility's "City Gate" (where they receive the electricity). For their services, Respond Power adds a profit margin to the electricity and Respond Power's goal each and every month is to deliver your power at a price that is less than what you would have paid had you purchased your power from your local utility company, however, due to market fluctuations and conditions, Respond Power cannot always guarantee that every month you will see savings. Commodity charges exclude Pennsylvania sales tax, if applicable. You may contact Respond Power for our current Variable Rate.

**Fixed Rate.** This is a rate that does not change over a fixed period of time. Respond Power offers various lengths of time for Fixed Rates. Typically, most terms are either for 6, 12 or 18 months Respond Power will bill you a unit price using the same units as your current electric utility company. The Fixed Rate includes estimated total state taxes but excludes Pennsylvania sales tax, if applicable.

**2. Length of Agreement and Renewal Terms.**

address: \_\_\_\_\_  
hereafter "Contract" shall mean the contract between Respond Power and you for the purchase of electricity and gas. Respond Power will continue to provide electricity and gas to you at the rates and terms set forth in this Contract unless you notify Respond Power in writing of your intent to terminate this Contract. Respond Power will continue to provide electricity and gas to you at the rates and terms set forth in this Contract unless you notify Respond Power in writing of your intent to terminate this Contract.

then Respond Power will assess a penalty of 2¢ per kWh multiplied by the amount of kWh remaining for the duration under the Fixed Rate agreement and/or Major Energy will assess a penalty of 20¢ per therm multiplied by the amount of therms remaining for the duration under the Fixed Rate agreement. This Fee will be due 30 days after cancelation of contract.

**4. Cancellation Provisions.** If Customer cancels this agreement, then Customer is liable for all Respond Power electric or Major Energy gas charges until Customer returns to the LDC or goes to another supplier. There are no cancellation fees for Variable Rate customers. If Customer's electric or gas service is terminated by the LDC for reasons of non-payment or for any other reason, this will automatically void the contract between Customer and Respond Power and/or Major Energy, and Respond Power and/or Major Energy will also cancel the contract. In this event, if customer was being served by Respond Power or Major Energy under a Fixed Rate plan, customer will still be liable for the Fixed Rate penalty as explained above in Number 3. If, due to significant changes in the structure of the deregulated Pennsylvania electric or natural gas market or for any other reason relevant to Respond Power's ability to supply electricity or Major Energy's ability to supply natural gas in Pennsylvania, it becomes no longer feasible or practical for Respond Power to supply electricity or Major Energy to supply natural gas in Pennsylvania and must leave the market as an electric or natural gas supplier, then Respond Power and/or Major Energy will notify you of this fact in writing and will advise you of your available choices. No penalty under Number 3 above will be assessed in this event. If customer moves from one location to another, even if the move is within your current local utility company's service territory, this agreement is cancelled and there are no penalties or early cancellation fees.

**5. Agreement Expiration/Change in Terms.** If you have a fixed term agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us in each of your last three bills for supply charges in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these three advance notifications.

**6. Dispute Procedures.** Contact us with any questions concerning our terms of service. You may file a complaint with the PUC if you are not satisfied after discussing your terms with us.

**7. Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Respond Power and/or Major Energy. Respond Power and/or Major Energy may pledge, or assign the accounts, revenues, or proceeds hereof, in connection with the financing of its business and may assign this Agreement to another energy supplier, energy service company, or other entity authorized by the Pennsylvania PUC.

**8. Refund Policy.** As the commodity supplied under this Agreement is a fungible commodity, Respond Power and/or Major Energy will not provide a refund of the commodity charges billed to the Customer upon delivery. It is not practical for Respond Power and/or Major Energy to provide a refund of the commodity charges with respect to the commodity charges.

**9. Title.** Customer and Respond Power and/or Major Energy agree that Respond Power and/or Major Energy will retain title to the electricity and gas supplied under this Agreement until the commodity charges are paid in full to Respond Power and/or Major Energy at the Sales Point(s). Affiliates will not be responsible for the payment of the commodity charges or any other charges incurred by Respond Power and/or Major Energy under this Agreement.

**10. Warranties.** Respond Power and/or Major Energy warrants that the electricity and gas supplied under this Agreement will be delivered to the Sales Point(s) in accordance with the terms of this Agreement and that the electricity and gas supplied under this Agreement will be delivered to the Sales Point(s) in accordance with the terms of this Agreement.

**11. Force Majeure.** Respond Power and/or Major Energy shall not be liable for any failure to perform its obligations under this Agreement if such failure is caused by an event beyond its control, including but not limited to, a facility outage on its electric distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Respond Power's and/or Major Energy's control.

**12. Liability.** The remedy in any claim or suit by Customer against Respond Power and/or Major Energy will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In

no event will either Respond Power or Major Energy or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

**13. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the State of Pennsylvania without regard to the application of its conflicts of law principles.

**14. Regulatory Changes.** If at some future date there is a change in any law, rule, regulation or pricing structure whereby Major is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Major shall have the right to cancel this Agreement on 15 days' notice to Customer.

**15. Emergency Service.** In the event of an electricity or natural gas emergency or service interruption, contact your local Electric Distribution Company ("EDC") or Natural Gas Distribution Company, ("NGDC") at one of the telephone numbers listed below. You should also contact your local emergency personnel: PECO Energy 1-800-841-4141, Columbia Gas of PA 1-800-460-4332, UGI Utilities 1-800-609-4844, National Fuel Gas of PA 1-800-444-3130, PPL 1-800-342-5775, Penelec/Met-Ed 1-888-544-4877, Duquesne Light 1-888-393-7000.

**16. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**17. Billing and Payment.** You will receive one bill from your utility, which will include our charges as your utility charges. The rules of the utility will apply to the billing and collection of monies owed. You must make payment directly to and to the order of your utility, for both utility transportation and energy charges. Past-due charges may incur a late fee of 1.5% per month of the amount due plus the utility's tariff. If you fail to remit payment when due or if you breach any other term of the Agreement, then, in addition to any other remedies we may have, we may suspend service under the Agreement, in whole or with respect to any particular account(s) and may require you to pay the amount due in written notice, provided that you do not make payment on the bill within the 45-day period. The Utility may require a security deposit for service under the Agreement. Charges.

**18. Email.** Providing email address for our e-newsletter.

**19. Contact Information**

Respond Power LLC

100 Dutch Hill Road, Suite 200

Orangeburg, SC 29115

1-877-ORP-POWER

www.respondpower.com

Major Energy LLC

100 Dutch Hill Road, Suite 200

Orangeburg, SC 29115

1-877-ORP-POWER

www.respondpower.com

Philadelphia, PA 19101

Phone: 1-800-494-4000

Duquesne Light

[Print](#) | [Close Window](#)

Proof that they are  
Refunding!

Subject: Fwd: Respond Power  
From: Robert Dumont <rjdnewtown@verizon.net>  
Date: Thu, Mar 20, 2014 1:45 pm  
To: lynn@lynnlynch.com  
Attach: image001.jpg  
image002.png

Sent from my iPhone

Begin forwarded message:

From: "Joan Bernabe" <jbernabe@majorenergy.com>  
Date: March 20, 2014 at 8:13:10 AM EDT  
To: "rjdnewtown@verizon.net" <rjdnewtown@verizon.net>  
Subject: Respond Power

Good Day Robert Dumont,

My apologies to the confusion and trouble you have had reaching our offices.

Because of the high rate you and others had on your recent bills, the owners of Respond Power decided to "rerate" many accounts to a rate, that while below the market, would provide relief to customers. We have therefore reduced your 2/7 invoice from the rate of .375474 to .1899. This is what is reflecting on the new bill; however no further adjustments are being made due to the unstable market conditions.

The reason the rates have increased so dramatically is due to a few factors in the energy market which I will briefly explain.

1. The United States produces less electricity now than it did 5 years ago. This is primarily due to the reduction in coal production (drop of 48% of the electric generation supply to 37% from 2008 to 2013)
2. Natural gas which has replaced much of the loss of coal has been trading at 3 year highs. (Other green energy replacements now only account for 2% of the electricity generated)
3. As the nation experienced one of the coldest January's on records, the demand on the grid far outstripped the supply.

Although not the only reasons, the three before mentioned reasons caused rates to literally skyrocket on the mercantile exchange negatively affecting millions of customers. The PUC even released 2 press releases about the increase in the market urging customers to look into fixed rate contracts which generally prevent price spikes.

Plainly spoken, the rate increase you experienced was felt by millions of customers across the country that is supplied by hundreds of different utilities and suppliers, not just PECO and Respond Power. Even though you have canceled and will no longer be serviced by Respond Power, don't be surprised if you see rates continue to climb as the nation continue to move away from coal, which is cheap and abundant, and into far more expensive forms of energy production such as wind, solar, and biomass.

Please call the office to discuss the fixed rate options that are currently available.

Regards,

# **EXHIBIT “2”**

RULES AND REGULATIONS (continued)

**23. EGS SWITCHING**

23.1 PECO Energy will accommodate requests by customers to switch EGSs in accordance with this Rule 23, and any applicable Commission Orders.

23.2 To switch to a new EGS, a customer must inform the new EGS. Customers that wish to switch are not required to contact PECO Energy to initiate a switch; PECO Energy will only switch a customer in accordance with Rule 23.

23.3 To enable a new EGS to complete a switch, a customer must provide to the new EGS the customer's PECO Energy account number as it appears on the customer's PECO Energy monthly bill.

23.4 A switch to an EGS will be effective as of the next scheduled meter reading date, provided the Company has received 11 days prior notice, which notice must include valid customer information as required by the controlling provisions of the Supplier Tariff. Upon receiving valid notice to switch an EGS, the Company shall notify the customer's existing EGS that such a request has been made. (C)

23.5 If and when a customer's EGS discontinues its supply in the event of bankruptcy, loss of license, or similar occurrence, or if a Customer is dropped by its EGS for non-payment or other reason then the customer may select a new EGS. The customer will receive its energy supply from PECO Energy until the switch becomes effective.

23.6 Nothing in this Rule 23 shall be interpreted to preclude EGSs from entering into agreements for supply with a term of service of one month. EGSs may enter into agreements for longer than one month. If a customer's service is switched to another EGS or to Default Service in accordance with this Rule 23, however, then PECO Energy will make the switch regardless of any claims by the previous EGS that the customer's agreement with the previous EGS precludes the switch. Nothing in this Rule 23, however, is intended to limit the previous EGS's contractual rights.

(C) Denotes Change

**EXHIBIT “3”**

**PECO Energy Company**

preceding process is complete, the Company will notify the Customer's prior EGS, via an EDI transaction, of the discontinuance of service to the Customer from that prior EGS.

(C)

#### 5.3.4

(a) If a Customer contacts the Company to discontinue electric service at the Customer's then current location, and initiates a request for service at a new location in the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's old location.

(b) If a Customer contacts the Company to discontinue electric service and indicates that the Customer will be relocating outside of the Company's service territory, the Company will notify the current EGS, via an EDI transaction, of the Customer's discontinuance of service for the account at the Customer's location.

### 5.4 Provisions relating to an EGS's Customers.

**5.4.1 Arrangements with EGS Customers.** EGSs shall be solely responsible for having appropriate contractual or other arrangements with their Customers necessary to implement Direct Access consistent with all applicable laws, PaPUC requirements, and this Tariff. The Company shall not be responsible for monitoring, reviewing or enforcing such contracts or arrangements.

**5.4.2 Transfer of Cost Obligations Between EGSs and Customers.** Nothing in this Tariff is intended to prevent an EGS and a Customer from agreeing to reallocate between them any charges that this Tariff imposes on the EGS, provided that any such agreement shall not change in any way the EGS's obligation to pay such charges to the Company, and that any such agreement shall not limit the right of the Company to seek recourse directly from the EGS's Customer for any charges owed to the Company by the EGS Customer or preclude the termination or reconnection of the EGS Customer by the Company as provided in the Company's tariffs.

(C)

(C) Denotes Change

Issued October 15, 2010

Effective January 1, 2011