

**Premier Power Solutions, LLC**

107 Breckenridge Street

Grove City, PA 16127

Phone: 724-458-6600

Fax: 724-458-5703

www.premierpowersolutions.com

"Helping You Select The Best Electricity  
Supplier For Your Business"

May 15, 2014

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

RE: Natural Gas Supplier License  
Premier Power Solutions, LLC

Dear Secretary:

I have completed and attached the NGS License Application Package. Please note that Premier Power Solutions, LLC acts as a consultant/broker in the market and does not take title to natural gas for any purpose.

We believe that the application is complete with the exception of one Bonding Letter. We have yet to receive back the Bonding letter from Columbia Gas. Once that is received, it will be forwarded to you.

If you have any questions, please let me know.

Sincerely,



Lee McCracken  
President  
Premier Power Solutions, LLC

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SECRETARY'S BUREAU

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

Office of 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 17120

Commonwealth of Pennsylvania  
Department of Revenue  
Bureau of Compliance  
Harrisburg, PA 17120

PREMIER POWER SOLUTIONS, LLC  
107 Breckenridge Street  
Grove City, PA 16127

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Premier Power Solutions, LLC, for approval to offer, render, or furnish Natural Gas Broker/Marketer services to the public in the Commonwealth of Pennsylvania.

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are: Premier Power Solutions, LLC  
107 Breckenridge Street  
Grove City, PA 16127

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

None

2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:  
Lee McCracken, President  
107 Breckenridge Street  
Grove City, PA 16127  
Phone: 724-458-5600  
Fax: 724-458-5703

- b. **CONTACT PERSON-PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY:** The name, title, address telephone number and FAX number of the person with whom contact should be made by PEMA:  
Lee McCracken, President  
107 Breckenridge Street  
Grove City, PA 16127  
Phone: 724-458-5600  
Fax: 724-458-5703

3. a. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

None.

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- b. **REGISTERED AGENT:** If the Applicant does not maintain a principal office in the Commonwealth, the required name, address, telephone number and FAX number of the Applicant's Registered Agent in the Commonwealth are:

None.

4. **FICTITIOUS NAME:** (select and complete appropriate statement)

The Applicant will be using a fictitious name or doing business as ("d/b/a"):

Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

**OR**

X The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

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.

- \* 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

X The Applicant is a:

- domestic corporation (none)  
 foreign corporation (15 Pa. C.S. §4124)  
 domestic limited liability company (15 Pa. C.S. §8913)  
X foreign limited liability company (15 Pa. C.S. §8981)  
 Other \_\_\_\_\_

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

Give name and address of officers.

Lee McCracken, President  
107 Breckenridge Street  
Grove City, PA 16127

The Applicant is incorporated in the state of Delaware.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (select and complete appropriate statement)

- Affiliate(s) of the Applicant doing business in Pennsylvania are: None.

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities.

- Does the Applicant have any affiliation with or ownership interest in:
- (a) any other Pennsylvania retail natural gas supplier licensee or licensee applicant,
  - (b) any other Pennsylvania retail licensed electric generation supplier or license applicant,
  - (c) any Pennsylvania natural gas producer and/or marketer,
  - (d) any natural gas wells or
  - (e) any local distribution companies (LDCs) in the Commonwealth

If the response to parts a, b, c, or d above is affirmative, provide a detailed description and explanation of the affiliation and/or ownership interest. None.

X Provide specific details concerning the affiliation and/or ownership interests involving:

- (a) any natural gas producer and/or marketers,
- (b) any wholesale or retail supplier or marketer of natural gas, electricity, oil, propane or other energy sources.

*Premier Power Solutions currently brokers electricity in the state of Pennsylvania, License #A-110170*

- X Provide the Pa PUC Docket Number if the applicant has ever applied:  
(a) for a Pennsylvania Natural Gas Supplier license, or  
(b) for a Pennsylvania Electric Generation Supplier license.

A-110170

- If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities.

None.

**or**

- x The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

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

- X The Applicant is presently doing business in Pennsylvania as a
- natural gas interstate pipeline.
  - municipal providing service outside its municipal limits.
  - local gas distribution company
  - retail supplier of natural gas services in the Commonwealth
  - a natural gas producer
  - X Other. (Identify the nature of service being rendered.)  
Electricity Broker and Consultant

**or**

- The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- supplier of natural gas services.
- Municipal supplier of natural gas services.
- Cooperative supplier of natural gas services.
- X Broker/Marketer engaged in the business of supplying natural gas services.
- Aggregator engaged in the business of supplying natural gas services.
- Other (Describe):

9. **PROPOSED SERVICES:** Generally describe the natural gas services which the Applicant proposes to offer.

The applicant will be a broker of natural gas to residential, commercial, industrial, and governmental entities located in the Commonwealth of Pennsylvania.

10. **SERVICE AREA:** Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services.

The Peoples Natural Gas Company  
Peoples TWP  
Peoples formerly Equitable  
Columbia Gas of PA, Inc.  
National Fuel Gas Distribution Corp.  
UGI Central Penn  
UGI Penn Natural  
UGI  
PECO  
Philadelphia Gas Works  
Valley Energy Inc.

11. **CUSTOMERS:** Applicant proposes to initially provide services to:

- X Residential Customers
- X Commercial Customers - (Less than 6,000 Mcf annually)
- X Commercial Customers - (6,000 Mcf or more annually)
- X Industrial Customers
- X Governmental Customers
- X All of above
- Other (Describe):

12. **START DATE:** The Applicant proposes to begin delivering services on May 1, 2014 (approximate date).

13. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

On this the 20th day of March 2014, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Natural Gas Supplier and all attachments have been served upon the following:

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

**Office of the Attorney General**  
**Bureau of Consumer Protection**  
**Strawberry Square, 14th Floor**  
**Harrisburg, PA 17120**

**Office of the Small Business Advocate**  
**Commerce Building, Suite 1102**  
**300 North Second Street**  
**Harrisburg, PA 17101**

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

<p><b>Columbia Gas of PA, Inc.</b>          Thomas C. Heckathorn          200 Civic Center Drive          Columbus, OH 43215          PH: 614.460.4996          FAX: 614.460.6442  <a href="mailto:heckathorn@nisource.com">heckathorn@nisource.com</a></p>	<p><b>Equitable Gas Company</b>          Lynda Petrichevich          375 North Shore Drive, Suite 600          Pittsburg, PA 15212          PH: 412.208.6528          FAX: 412.208.6577          e-mail: <a href="mailto:Lynda.w.petrichevich@peoples-gas.com">Lynda.w.petrichevich@peoples-gas.com</a></p>
<p><b>National Fuel Gas Distribution Corp.</b>          David D. Wolford          6363 Main Street          Williamsville, NY 14221          PH: 716.857.7483          FAX: 716.857.7479          e-mail: <a href="mailto:wolfordd@natfuel.com">wolfordd@natfuel.com</a></p>	<p><b>PECO</b>          Carlos Thillet, Manager, Gas Supply and Transportation          2301 Market Street, S9-2          Philadelphia, PA 19103          PH: 215.841.6452          Email: <a href="mailto:carlos.thillet@exeloncorp.com">carlos.thillet@exeloncorp.com</a></p>
<p><b>The Peoples Natural Gas Company</b>          Lynda Petrichevich          375 North Shore Drive, Suite 600          Pittsburg, PA 15212          PH: 412.208.6528          FAX: 412.208.6577          e-mail: <a href="mailto:Lynda.w.petrichevich@peoples-gas.com">Lynda.w.petrichevich@peoples-gas.com</a></p>	<p><b>Philadelphia Gas Works</b>          Nicholas LaPergola          800 West Montgomery Avenue          Philadelphia, PA 19122          PH: 215.684.6278          email: <a href="mailto:nicholas.lapergola@pgworks.com">nicholas.lapergola@pgworks.com</a></p>
<p><b>Peoples TWP LLC (Formerly T. W. Phillips)</b>          Lynda Petrichevich          375 North Shore Drive, Suite 600          Pittsburg, PA 15212          PH: 412.208.6528          FAX: 412.208.6577          e-mail: <a href="mailto:Lynda.w.petrichevich@peoples-gas.com">Lynda.w.petrichevich@peoples-gas.com</a></p>	<p><b>UGI</b>          David Lahoff          2525 N. 12<sup>th</sup> Street, Suite 360          Reading, PA 19612-2677          PH: 610.796.3520          Email: <a href="mailto:dlahoff@uqi.com">dlahoff@uqi.com</a></p>
<p><b>UGI Central Penn</b>          David Lahoff          2525 N. 12<sup>th</sup> Street, Suite 360          Reading, PA 19612-2677          PH: 610.796.3520          Email: <a href="mailto:dlahoff@uqi.com">dlahoff@uqi.com</a></p>	<p><b>UGI Penn Natural</b>          David Lahoff          2525 N. 12<sup>th</sup> Street, Suite 360          Reading, PA 19612-2677          PH: 610.796.3520          Email: <a href="mailto:dlahoff@uqi.com">dlahoff@uqi.com</a></p>
<p><b>Valley Energy Inc.</b></p>	

Robert Crocker  
523 South Keystone Avenue  
Sayre, PA 18840-0340  
PH: 570.888-9664  
FAX: 570.888.6199  
email: rcrocker@ctenterprises.org



**Lee McCracken, President  
Premier Power Solutions, LLC**

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. 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.

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14. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix B to this application.

15. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

No Crimes Committed and No convictions by Applicant, affiliate, predecessor or any person identified in this application.

16. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** All services 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.

a. **Contacts for Consumer Service and Complaints:** Provide the name, title, address, telephone number and FAX number 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 Applicant, the Distribution Company, the Pennsylvania Public Utility Commission or other agencies.

Lee McCracken, President  
107 Breckenridge Street  
Grove City, PA 16127  
Phone: 724-458-5600  
Fax: 724-458-5703

Jim Morocco, Director Natural Gas Sales  
107 Breckenridge Street  
Grove City, PA 16127  
Phone: 724-458-5600  
Fax: 724-458-5703

b. Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.

Does not apply.

c. If proposing to serve Residential and/or Small Commercial customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix B to this Application.

Does not apply. This application is as a broker only. We will not contract with any end use customers.

17. **FINANCIAL FITNESS:**

A. Applicant shall 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:

Application to PUC was submitted with a separate confidential information portion with selected financial information.

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.

The company is 100% owned by Lee & Michele McCracken

- Published parent company financial and credit information.

No parent company exists.

- Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available.

Applicant is not a publicly traded company. This information does not exist.

- 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 or other independent financial service reports.

Applicant does not have a credit rating.

- 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.

Applicant carries insurance coverage typical to the energy brokerage business.

- Audited financial statements

Applicant does not have any audited financial statements.

- Such other information that demonstrates Applicant's financial fitness.

This information was submitted to the PA PUC as confidential information along with the copy of information sent to them.

B. Applicant must provide the following information:

- Provide proof of compliance with bonding/credit requirements for each NGDC the applicant is proposing to provide service in. This requirement is designated by each NGDC and can commonly be found in the NGDC supplier tariff.

Bonding Letters have been requested from all utilities and are attached.

- Identify Applicant's chief officers including names and their professional resumes.

Lee McCracken, President

Lee has been a part of electricity deregulation since it's beginning in many states. Prior to forming Premier Power Solutions, LLC, Mr. McCracken held Executive Management positions with Strategic Energy, LLC, one of the nation's leading retail electricity providers. As Vice President of Corporate Development, he was responsible for overseeing the development of the long-term strategic plan for this national retail electricity provider. This effort required an in-depth analysis of the retail electricity industry and it's future. This experience provides him with the knowledge necessary to help customers navigate the complexities of the deregulated electricity marketplace.

As Chief Financial Officer, Lee led the financial operations and financing efforts of the company. He developed credit support mechanisms that allowed the company to grow from \$130 million in annual revenues in 2000 to over \$1 billion in revenue in 2004. He was an integral part of the retail contracts committee that was responsible for the development of many of the provisions that appear in deregulated retail electricity contracts today. He also was responsible for negotiating the contractual agreements with some of the nation's top wholesale electricity producers and marketers and he continues to maintain relationships with these entities today. These experiences provide him with the detailed knowledge of the contractual agreements necessary to negotiate the best contractual arrangements for Premier Power Solutions, LLC, customers.

- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

Lee McCracken, President  
107 Breckenridge Street  
Grove City, PA 16127  
Ph: 724-458-5600 Fax:724-458-5703

18. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by natural gas utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes.

Lee McCracken, President

Lee has been a part of electricity deregulation since it's beginning in many states. Prior to forming Premier Power Solutions, LLC, Mr. McCracken held Executive Management positions with Strategic Energy, LLC, one of the nation's leading retail electricity providers. As Vice President of Corporate Development, he was responsible for overseeing the development of the long-term strategic plan for this national retail electricity provider. This effort required an in-depth analysis of the retail electricity industry and it's future. This experience provides him with the knowledge necessary to help customers navigate the complexities of the deregulated electricity marketplace.

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- A copy of any Federal energy license currently held by the Applicant. – None.

Proposed staffing and employee training commitments. – Premier Power Solutions, LLC has been in business since April of 2005 providing energy consulting and brokerage services to customers in PA, OH and MD. Premier is licensed in these states to provide electricity brokerage and consulting services. Premier has 20 employees and agents that it utilizes in the performance of services to customers.

- Business plans. Premier plans to start out by brokering natural gas to its electricity customer base and then move forward to offer services to other customers as well.

19. **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 2208(D). Transferee will be required to file the appropriate licensing application.

Agreed.

20. **UNIFORM 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.

Agreed.

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

- a. Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on an annual basis no later than 30 days following the end of the calendar year.

Agreed.

**Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 22 pertaining to reliability and to inform**

the Governor and Legislature of the progress of the transition to a fully competitive natural gas market.

Agreed.

22. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.

Agreed.

23. **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.

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

Applicant: Premier Power Solutions  
By: Lu McCaughy  
Title: PRESIDENT

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# AFFIDAVIT

[Commonwealth of Pennsylvania \_\_\_\_\_ :

ss.

County of Mercer \_\_\_\_\_ :

Lee McCracken \_\_\_\_\_, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President of Premier Power Solutions, LLC

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

That Premier Power Solutions, LLC, the Applicant herein, acknowledges that Premier Power Solutions, LLC 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 Premier Power Solutions, LLC, the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render natural gas broker/marketer 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 Premier Power Solutions, 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 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of, 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 natural gas 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).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

That Premier Power Solutions, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, and the standards and billing practices of 52 PA. Code Chapter 56.

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That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Commission's Office of Communications 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.

Lee M. McLean  
Signature of Affiant

Sworn and subscribed before me this 20 day of March, 2014.

Patricia L. Rausch  
Signature of official administering oath

My commission expires

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
PATRICIA L. RAUSCH, NOTARY PUBLIC  
GROVE CITY BORO, MERCER COUNTY  
MY COMMISSION EXPIRES JANUARY 14, 2016

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MAY 16 2014  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# AFFIDAVIT

Commonwealth of Pennsylvania:

: ss.

County of Mercer :

Lee McCracken, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President of Premier Power Solutions, LLC;

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

That Premier Power Solutions, LLC, the Applicant herein certifies that it has caused the notice of the filing of its license application to be published in the following newspapers: The Erie Times-News, The Harrisburg Patriot-News, The Philadelphia Daily News, The Pittsburg Post-Gazette, The Scranton Times-Tribune, and the Williamsport Sun Gazette.

A copy of the notice as it appeared in each of the above newspapers is attached. Noted on each copy is the newspaper section (name, number or letter), if applicable, and the page number on which the notice appeared.

That Premier Power Solutions, LLC, the Applicant will submit to the Commission the proof of publication from each newspaper in which notice of the application filing was published as soon as it is available.

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.

Lee M. McCracken  
Signature of Affiant

Sworn and subscribed before me this 20 day of March, 2014.

Patricia L. Rausch  
Signature of official administering oath

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SECRETARY'S BUREAU

My commission expires \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
PATRICIA L. RAUSCH, NOTARY PUBLIC  
GROVE CITY BORO, MERCER COUNTY  
MY COMMISSION EXPIRES JANUARY 14, 2016

# AFFIDAVIT

[Commonwealth of Pennsylvania:

: ss.

County of MERCER

Lee McCracken, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

He is the President of Premier Power Solutions, LLC:

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

That the Applicant herein Premier Power Solutions, LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. §2208(c)(1).

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

That the Applicant herein Premier Power Solutions, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

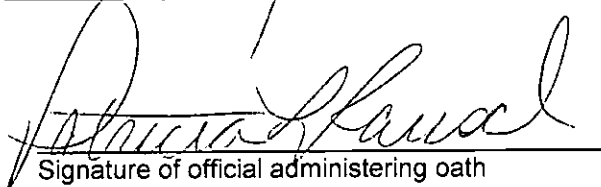
That the Applicant herein Premier Power Solutions, LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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.



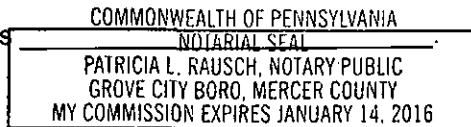
Signature of Affiant

Sworn and subscribed before me this 20 day of April, 192014



Signature of official administering oath

My commission expires



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SECRETARY'S BUREAU



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

FEBRUARY 3, 2014

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

I DO HEREBY CERTIFY THAT,

**PREMIER POWER SOLUTIONS, LLC**

is duly registered as a Foreign Limited Liability Company under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT, This Subsistence Certificate shall not imply that all fees, taxes, and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written.

A handwritten signature in cursive script, appearing to read "Carol Aichele".

Secretary of the Commonwealth

Certification Number: 11605231-1

Verify this certificate online at <http://www.corporations.state.pa.us/corp/soskb/verify.asp>

**RECEIVED**

MAY 16 2014

**OPERATING AGREEMENT FOR MEMBER-  
MANAGED LIMITED LIABILITY COMPANY**

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**I. Preliminary Provisions**

(1) **Effective Date:** This operating agreement of Premier Power Solutions, LLC, effective March 24, 2005, is adopted by the members whose signatures appear at the end of this agreement.

(2) **Formation:** This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of Delaware on March 24, 2005. A copy of this organizational document has been placed in the LLC's records book.

(3) **Name:** The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) **Registered Office and Agent:** The registered office of this LLC and the registered agent at this address are as follows: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) **Business Purposes:** The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following: Offering of electricity consulting services and other services that are legal in the jurisdictions where the company has operations.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) **Duration of LLC:** The duration of this LLC shall be perpetual.

Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

**II. Membership Provisions**

(1) **Nonliability of Members:** No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) **Reimbursement for Organizational Costs:** Members shall be reimbursed by the LLC for organizational

expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) Management: This LLC shall be managed exclusively by all of its members.

(4) Members' Percentage Interests: A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) Membership Voting: Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) Compensation: Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) Members' Meetings: The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be

communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each nonattending member promptly after the holding of the second postponed meeting.

Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) Membership Certificates: This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates.

In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC.

The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) Other Business by Members: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

### **III. Tax and Financial Provisions**

(1) Tax Classification of LLC: The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832,

Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) Tax Year and Accounting Method: The tax year of this LLC shall be December 31. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) Tax Matters Partner: If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) Annual Income Tax Returns and Reports: Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065-Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) Bank Accounts: The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) Title to Assets: All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

#### **IV. Capital Provisions**

(1) Capital Contributions by Members: Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by June 30, 2005. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown

below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

<b>Name of LLC</b>	<b>Contribution</b>	<b>Fair Market Value</b>	<b>Percentage Interest in</b>
Lee McCracken	\$ 490	\$ 490	49%
Michele McCracken	\$ 510	\$ 510	51%

(2) **Additional Contributions by Members:** The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) **Failure to Make Contributions:** If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) **No Interest on Capital Contributions:** No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) **Capital Account Bookkeeping:** A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) **Consent to Capital Contribution Withdrawals and Distributions:** Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) **Allocations of Profits and Losses:** No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) **Allocation and Distribution of Cash to Members:** Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by a unanimous vote of the members.

(9) **Allocation of Noncash Distributions:** If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) **Allocation and Distribution of Liquidation Proceeds:** Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

#### **V. Membership Withdrawal and Transfer Provisions**

(1) **Withdrawal of Members:** A member may withdraw from this LLC by giving written notice to all other members at least 30 days before the date the withdrawal is to be effective.

(2) **Restrictions on the Transfer of Membership:** A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

#### **VI. Dissolution Provisions**

(1) Events That Trigger Dissolution of the LLC: The following events shall trigger a dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 90 days of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

#### **VII. General Provisions**

(1) Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:



- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address.

Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) Mediation and Arbitration of Disputes Among Members: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute.

If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request.

All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

(5) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(6) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

**VIII. Signatures of Members**

(1) Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 4/15/05

Signature: *Michelle McCracken*

Printed Name: Michelle A. McCracken Member

Date: 4/15/05

Signature: *Lee M. McCracken*

Printed Name: LEE M. McCracken Member

**RECEIVED**

MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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

The Patriot-News  
Now you know

PREMIER POWER SOLUTIONS  
107 BRECKENRIDGE STREET  
LEE MCCrackEN

RECEIVED

MAY 16 2014

GROVE CITY

PA 16127

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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 Premier Power Solutions, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

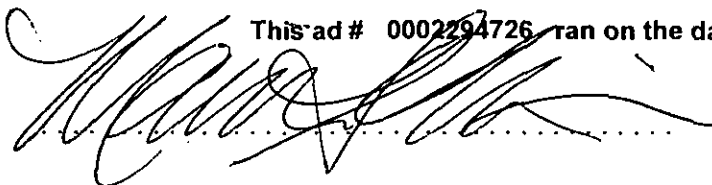
Premier Power Solutions, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a broker/marketer engaged in the business of providing natural gas services. Premier Power Solutions, LLC proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Premier Power Solutions, 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 Premier Power Solutions, LLC of the address listed below.

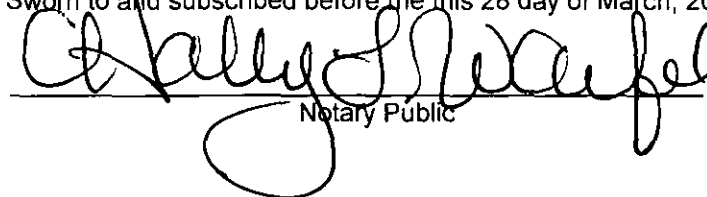
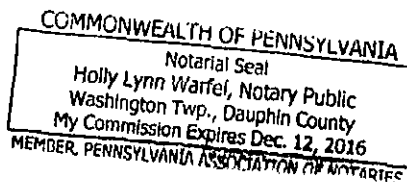
Premier Power Solutions, LLC  
107 Breckenridge Street  
Grove City, PA 16127  
724-458-5600 - Phone  
724-458-5703 - Fax

This ad # 0002294726 ran on the dates shown below:

March 25, 2014



Sworn to and subscribed before me this 28 day of March, 2014 A.D.

  
Notary Public

PROOF OF PUBLICATION  
In  
THE ERIE TIMES-NEWS  
COMBINATION EDITION

PREMIER POWER SOLUTIONS  
107 BRECKENRIDGE ST  
GROVE CITY PA 16127-1025

REFERENCE: 44739 58716  
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: 03/24/14

TOTAL COST: \$409.00 AD SPACE: 0 Lines

FILED ON: 03/24/14

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MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**

Application of Premier Power Solutions, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

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**Premier Power Solutions, LLC**

107 Breckenridge Street  
Grove City, PA 16127  
724-458-5600 - Phone  
724-458-5703 - Fax

44739-58716

Sworn to and subscribed before me this 24<sup>th</sup> day of March 2014

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

### 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 H. Java, 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:

#### 24 of March, 2014

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.

*H. Java*

PG Publishing Company

Sworn to and subscribed before me this day of:  
March 24, 2014

*Linda M. Gaertner*

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Linda M. Gaertner, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Jan. 31, 2015  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

#### STATEMENT OF ADVERTISING COSTS

Premier Power Solutions, LLC  
Lee McCracken  
107 Breckenridge Street  
Grove City PA 16127

To PG Publishing Company

Total ----- \$375.15

#### 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 \_\_\_\_\_

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 Premier Power Solutions, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services, To The Public in The Commonwealth of Pennsylvania.

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Premier Power Solutions, LLC  
107 Breckenridge Street  
Grove City, PA 16127  
724-458-5600 - Phone  
724-458-5703 - Fax

RECEIVED

MAY 16 2014

PA PUBLIC UTILITY COMMISSION SECRETARY'S BUREAU

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

PREMIER POWER SOLUTIONS  
ATTN: LEE M CRACKEN  
107 BRECKENRIDGE STREET GROVE CITY PA 16127

Account # 427142  
Order # 81475460  
Ad Price: 206.20

LEGAL NOTICE PENNSYLVANIA

Gina Krushinski

Being duly sworn according to law deposes and says that (s)he 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:

03/21/2014

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

Sworn and subscribed to before me  
this 21st day of March A.D., 2014

Joseph D Strubeck  
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Joseph D. Strubeck, Notary Public  
City of Scranton, Lackawanna County  
My Commission Expires Aug. 19, 2017  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

RECEIVED

MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of Premier Power Solutions, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

Premier Power Solutions, LLC will be filing an application with the Penn-

sylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a broker/marketer engaged in the business of providing natural gas services. Premier Power Solutions, LLC proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Premier Power Solutions, 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 Premier Power Solutions, LLC at the address listed below.

Premier Power Solutions, LLC  
107 Breckenridge Street  
Grove City, PA 16127  
724-458-5600 - Phone  
724-458-5703 - Fax

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:

March 25, 2016

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette Company, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of Premier Power Solutions, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

Premier Power Solutions, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a broker/marketer engaged in the business of providing natural gas services. Premier Power Solutions, LLC proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Premier Power Solutions, 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 Premier Power Solutions, LLC at the address listed below.

Premier Power Solutions, LLC  
107 Breckenridge Street  
Grove City, PA 16127  
724-458-5600 - Phone  
724-458-5703 - Fax

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MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

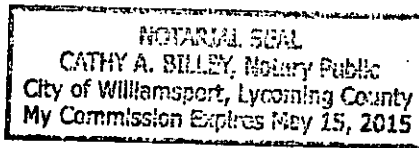
Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me

the 26<sup>th</sup> day of March 2014

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.....	\$ <u>211612</u>
Probated same.....	\$
Total.....	\$ <u>211612</u>

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

I hereby acknowledges receipt of the aforesaid advertising and publication costs been fully paid.

SUN-GAZETTE COMPANY

BY Bernard A. Oravec

THE SUN-G  
and certifies

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:

March 24, 2014

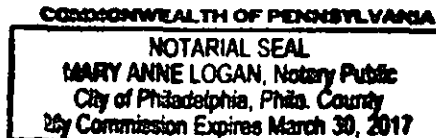
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to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



Sworn to and subscribed before me this 24<sup>th</sup> day of  
March, 2014.

  
Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE

Application of Premier Power Solutions, LLC For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier, Aggregator, or Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania. Premier Power Solutions, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a broker/ marketer engaged in the business of providing natural gas services. Premier Power Solutions, LLC proposes to sell natural gas and related services throughout all of Pennsylvania under the provisions of the new Natural Gas Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Premier Power Solutions, 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 Premier Power Solutions, LLC at the address listed below.  
Premier Power Solutions, LLC  
107 Brokenridge Street  
Grove City, PA 16127  
724-458-5600 - Phone 724-458-5703 - Fax

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MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU





**National Fuel**

March 22, 2014

Lee McCracken President  
Premier Power Solutions, LLC  
107 Breckenridge Street  
Grove City, PA 16127

**RECEIVED**

MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Security Requirement for Premier Power Solutions, LLC:

Dear Lee,

National Fuel Gas Distribution Corporation ("NFGDC") is aware Premier Power Solutions, LLC ("PPS") has filed an application with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania and specifically within the service territory of NFGDC.

As you know, in making such an application, PPS must furnish acceptable security to each utility where PPS will do business. As such, under its tariff, NFGDC could require PPS to provide a bond or other financial security instrument in an amount that NFGDC determines to be appropriate.

However, you have indicated, and it is NFGDC's understanding that PPS intends only to provide natural gas aggregating, brokering and consulting services at this time. You have stated that, in performing these services, PPS will never take title to any delivered natural gas.

Based upon your representations, NFGDC has determined that, at this time, PPS does not need to post a bond or other form of security to operate in its service territory. However, if the services provided by PPS change in the future, NFGDC reserves the right to require security from PPS as it deems appropriate.

If you have any questions concerning the foregoing, please contact me at 716-857-7599.

Yours truly,

Nathan E. Barnes  
Transportation Services Department



UGI Utilities, Inc.  
2525 North 12th Street  
Suite 360  
Post Office Box 12677  
Reading, PA 19612-2677  
  
(610) 796-3400 Telephone

March 27, 2014

Lee McCracken  
President  
Premier Power Solutions, LLC  
107 Breckenridge Street  
Grove City, PA 16127

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MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Dear Mr. McCracken:

Based on your assertion that Premier Power Solutions, LLC. ("Premier Power") is applying with the State of Pennsylvania to operate as a natural gas broker, UGI Utilities Inc. ("UGIU") has concluded that Premier Power will not need to post security with UGI-Central Penn Gas ("CPG"), UGI-Penn Natural Gas ("PNG") or UGI Utilities Gas Division ("UGI"). This is based on the declaration that Premier Power will not be taking title to gas or directly serving end use customers. This conclusion is also contingent on the requirement that Premier Power will be acting in conjunction with a licensed Natural Gas Supplier who has been approved by the Pennsylvania Public Utility Commission to serve in the applicable UGIU service territories and who has posted the required financial security as specified in the respective UGI tariffs. If Premier Power wishes to directly serve Choice customers in the service territories of UGI, PNG and/or CPG in the future as a natural gas supplier, it will have to post security as specified in the respective UGI tariffs prior to the commencement of the service.

Please feel free to contact me with any additional questions that you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "David E. Lahoff".

David E. Lahoff

Manager, Rates

UGI Utilities, Inc.

**Philadelphia Gas Works**



**Raymond M. Snyder – Vice President**  
Gas Management  
800 W. Montgomery Avenue, Philadelphia, PA 19122  
Telephone (215) 684-6405 Fax (215) 684-6602

March 31, 2014

Mr. Lee McCracken, President  
Premier Power Solutions  
107 Breckenridge Street  
Grove City, PA 16127

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MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

RE: Security Requirement Bond for Premier Power Solutions

Dear Mr. McCracken:

Philadelphia Gas Works ("PGW") is aware that Premier Power Solutions has filed an application with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania and specifically within the services territory of Philadelphia Gas Works.

As you know, in making such an application, Premier Power Solutions must furnish acceptable security to each utility where Premier Power Solutions will do business. As such, under its tariff, Philadelphia Gas Works could require Premier Power Solutions to provide a bond or other financial security instrument in an amount that Philadelphia Gas Works determines to be appropriate.

However, since you are just beginning the process with the PAPUC and the Philadelphia Gas Works to become a supplier, the Philadelphia Gas Works at this time will not require any type of bond or security.

If circumstances should change during the vetting of the application, Philadelphia Gas Works reserves the right to require security from Premier Power Solutions as it deems appropriate.

If you have any questions concerning the foregoing, please contact me at (215) 684-6405.

Sincerely,

A handwritten signature in black ink, appearing to read "Raymond M. Snyder", written over a horizontal line.

Raymond M. Snyder  
Vice President  
Gas Management

RMS:b



An Exelon Company

April 1, 2014

Lee McCracken  
President  
Premier Power Solutions  
107 Breckenridge Street  
Grove City, PA 16127

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MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Bonding Requirements

Dear Lee McCracken:

PECO is aware that Premier Power Solutions has applied for a license to provide brokering and consulting services to residential, commercial and industrial customers on the distribution system of PECO.

In making such an application, Premier Power Solutions could be required to provide to PECO a bond or other acceptable financial security in an amount that PECO determines to be appropriate. Premier Power Solutions has indicated that it intends to provide only brokering and consulting services to commercial and industrial customers will not take title to any delivered natural gas; nor will accept any customer payments or deposits. Therefore, PECO has determined at this time that Premier Power Solutions does not need a bond or other financial security requirement, since they are not directly engaging in business with PECO and only providing brokering or consulting services to PECO customers. However, if the services provided by Premier Power Solutions or the creditworthiness requirement for PECO's exposure to Premier Power Solutions changes in the future, PECO reserves the right to require Premier Power Solutions to provide a bond or other financial security instrument.

If you should have any questions regarding this matter, please contact Chris Sauerbaum at 215-841-6422 or myself at 215-841-6452.

Respectfully submitted,

A handwritten signature in cursive script that reads "Carlos P. Thillet".

Carlos P. Thillet  
Manager, Gas Supply and Transportation  
2301 Market St S9-1  
Philadelphia, Pa 19103



PEOPLES NATURAL GAS



PEOPLES TWP

375 N. Shore Drive, Suite 600  
Pittsburgh, PA 15212

Lynda W. Petrichevich  
Manager, Rates and Regulatory Affairs

Peoples Service Company LLC  
Phone: 412-208-6528; Fax: 412-208-6577  
Email: lpetrichevich@peoples-gas.com

May 6, 2014

Lee McCracken  
President  
Premier Power Solutions  
107 Breckenridge Street  
Grove City, PA 16127

Dear Mr. McCracken:

We are pleased that Premier Power Solutions has applied for a license to provide natural gas broker/marketer services on the Peoples Group of Companies. Specifically you have requested to be licensed as a supplier on the distribution systems of Peoples Natural Gas Company LLC, Peoples TWP, and Peoples Natural Gas LLC – Equitable Division ("the Companies").

Premier Power Solutions has indicated only brokering and consulting services will be provided. Therefore, we have determined at this time that Premier Power Solutions does not need a bond or other financial security requirement to provide these services to the Company's customers.

If the creditworthiness requirement or the Company's exposure to Premier Power Solutions provision of services on the Peoples' system changes in the future, the Companies may deem it appropriate to require a bond or other financial instrument.

If you have any questions feel free to contact me at 412-208-6528 or by email at Lynda.W.Petrichevich@peoples-gas.com.

Sincerely,

Lynda W. Petrichevich  
Manager, Rates and Regulatory Affairs  
Peoples Natural Gas Company LLC

Cc: Steven Kolich  
Carol Miller

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MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

SAFETY

CUSTOMER  
COMMITMENT

TRUST

COMMUNITY



# VALLEY ENERGY

523 S. Keystone Avenue, P.O. Box 340, Sayre, PA 18840  
800/998-4427 • 570/888-9664 • FAX 570/888-6199

May 9, 2014

**VIA EMAIL**

Mr. Lee McCracken, President  
Premier Power Solutions  
107 Breckenridge St.  
Grove City, PA 16127  
[www.premierpowersolutions.com](http://www.premierpowersolutions.com)

Dear Mr. McCracken:

We understand that Premier Power Solutions has applied with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania including our company's service area.

Because Premier Power Solutions intends to only provide natural gas aggregating, brokering and consulting services at this time, we have determined that Premier Power Solutions will not be required to post a bond or other form of financial security instrument to provide this service in our service area. However, if the service provided or failure to meet our requirements for credit worthiness changes in the future, we reserve the right to require security from Premier Power Solutions as deemed appropriate.

If you have any questions, please contact Mrs. Marjorie Johnston at 570-888-9664.

Sincerely,

Robert J. Crocker  
President & CEO

RJC/ss

cc: M. Johnston, Valley Energy

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MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

AMERICAN ELECTRIC  
THE BAZON GROUP  
Grove City, PA 17127  
premierpower.com




PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

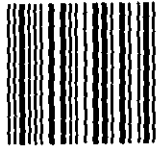
**CERTIFIED MAIL™**



7013 0600 0000 5318 0459



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17105

U.S. POSTAGE  
PAID  
GROVE CITY, PA  
16127  
MAY 16, 14  
AMOUNT

**\$8.87**  
00019678-04

Commonwealth of Pennsylvania  
PA Public Utility Commission  
PO Box 3265  
Harrisburg PA 17105-3265

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MAY 16 2014

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU