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February 9, 2015

VIA HAND DELIVERY

Secretary Rosemary Chiavetta
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Application of New America Power, LLC for Approval to Offer, Render, Furnish or Supply Electric Generation Services as a Broker/Marketer
Docket No. A-_____

Dear Secretary Chiavetta:

Enclosed for filing please find an original plus one copy of the Application of New America Power, LLC for Approval to Offer, Render, Furnish or Supply Electric Generation Services as a Broker/Marketer, along with all required affidavits and attachments. **Please note that Exhibit 2 (Financial Statements), Exhibits 3-6 (Tax Returns) and the Tax Certification attached to this filing contain Confidential information, and have been marked as such and provided in a separate envelope.** The Applicant requests that Exhibits 2-6 and the Tax Certification be filed under Seal.

Also enclosed herewith are:

- A check in the amount of \$350.00 for payment of the filing fee.
- An original plus two copies of a bond in the amount of \$10,000, and
- A CD-Rom containing a .pdf copy of the Application.

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STEVENS & LEE
LAWYERS & CONSULTANTS

VIA HAND DELIVERY
Secretary Rosemary Chiavetta
February 9, 2015
Page 2

Copies of the Application have been served in accordance with the attached Certificate of Service. If you have questions, please do not hesitate to contact me.

Very truly yours,

STEVENS & LEE



Michael A. Gruin

Encl.
cc: Certificate of Service

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SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of New America Power LLC, for approval to offer, render, furnish, or supply electricity or electric generation services as a Broker/Marketer to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

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

**New America Power LLC
41 University Drive
Suite 400
Newtown, PA 18940
866-552-4342
newamericapower.com**

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania. **N/A**

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.

**Stephen Esposito
President, CEO
41 University Drive
Suite 400
Newtown, PA 18940
(P) 866-552-4342
(F) 866-266-6217
steve@newamericapower.com**

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

**Michael A. Gruin
17 N. 2nd St, 16th Fl
Harrisburg, PA 17101
(P) 717-255-7365
(F) 610-988-0852
mag@stevenlee.com**

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- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, FAX number, and e-mail of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

Stephen Esposito
President, CEO
41 University Drive
Suite 400
Newtown, PA 18940
(P) 866-552-4342
(F) 866-266-6217
steve@newamericapower.com

2. BUSINESS ENTITY FILINGS AND REGISTRATION

- a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

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

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

or

The Applicant will not be using a fictitious name.

- b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

The Applicant is a sole proprietor.

- If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

or

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa. C.S. §8511)
- foreign general or limited partnership (15 Pa. C.S. §4124)
- domestic limited liability partnership (15 Pa. C.S. §8201)
- foreign limited liability general partnership (15 Pa. C.S. §8211)
- foreign limited liability limited partnership (15 Pa. C.S. §8211)

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

or

The Applicant is a:

- domestic corporation (15 Pa. C.S. §1308)
- foreign corporation (15 Pa. C.S. §4124)
- domestic limited liability company (15 Pa. C.S. §8913)
- foreign limited liability company (15 Pa. C.S. §8981)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

New America is a Pennsylvania Limited Liability Company. See Exhibit 1 - Certificate of Organization – Domestic Limited Liability Company and Subsistence Certificate

- Give name and address of officers.

**Stephen Esposito – President, Treasurer
41 University Drive
Suite 400
Newtown PA 18940**

**Claire Esposito – Secretary
41 University Drive
Suite 400
Newtown PA 18940**

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. **AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

New America Power has no affiliates doing business or applying to do so in the state of Pennsylvania

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

New America Power has no predecessors that have done business in the state of Pennsylvania.

4. OPERATIONS

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

Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

- The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation
- electric cooperative
- local gas distribution company
- provider of electric generation, transmission or distribution services
- broker/marketer engaged in the business of supplying electricity services
- Other; Identify the nature of service being rendered.

New America currently provides a wide range of energy consulting services to small, medium and large commercial customers, including energy procurement consulting, energy efficiency, guidance on energy curtailment, renewable energy projects, and energy benchmarking. New America also has served as an agent for electricity and natural gas suppliers in Pennsylvania.

or

The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a (*may check multiple*):

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
 - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

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

In addition to New America Power's energy procurement consulting services, New American intends to offer full-scale energy brokerage services, including the development of a natural gas and/or electricity purchasing strategy. Our expert staff will develop load profiles for each client's company and manage the RFP process including bid solicitation, energy pricing options and contract negotiation.

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

- | | |
|---|--|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike |
| <input type="checkbox"/> Duquesne Light | <input type="checkbox"/> PPL |
| <input type="checkbox"/> Met-Ed | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> PECO | <input type="checkbox"/> Wellsboro |
| <input type="checkbox"/> Penelec | <input type="checkbox"/> West Penn |
| <input type="checkbox"/> Penn Power | |

Entire Commonwealth of PA

e. **CUSTOMERS:** Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Residential and Small Commercial as Mixed Meter **ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)**
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

- f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

Upon Approval of this Application by the Commission

5. COMPLIANCE

- a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

New America Power has no proceedings to list

- b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.
- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. If the Applicant has no actions or complaints to list, explicitly state such.

New America Power has no actions or complaints to list

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

PROOF OF SERVICE

(Example Certificate of Service is attached at Appendix C)

- a. **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

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

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

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

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

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

West Penn:

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

PECO:

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

Duquesne Light:

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

PPL:

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

Met-Ed, Penelec, and Penn Power:

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

UGI:

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

Citizens' Electric Company:

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

Pike County Light & Power Company:

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

Wellsboro Electric Company:

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

6. FINANCIAL FITNESS

a. **BONDING:** In accordance with 66 Pa. C.S. Section 2809(c)(1)(i), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

- Furnishing the **original** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **original** of another initial security for Commission approval, to ensure financial responsibility.
- Filing for a modification to the \$250,000 requirement and furnishing the **original** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

Applicant respectfully requests a modification to the \$250,000 initial bond requirement and requests that the Commission reduce its security requirement from \$250,000 to \$10,000. In support of this request, Applicant notes that it will not be collecting any gross receipts from its customers or generating electricity. Its services include analyzing client electricity loads and negotiating the purchase of electricity for its clients. Applicant will not take title to electricity. Applicant's operations will make it similar to other brokers that obtained approval for a reduced bond amount (e.g., Prospect Resources at Docket No. A-2010-2170869, Co-eXprise, Inc., at Docket No. A-110166, and Affiliated Power Purchasers, Inc. at Docket No. A-110041). See attached bond and Petition requesting waiver of \$250,000 bond requirement

- *At the conclusion of Applicant's first year of operation it is the intention of the Commission to tie security bonds to a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. The amount of the security bond will be reviewed and adjusted on an annual basis.*
- *Example version of a bond and letter of credit are attached at Appendix D & E, Applicant's security must follow language from these examples.*
- *Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.*

b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

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

New America Power LLC is the only company with no affiliates or subsidiaries

- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient) **N/A**
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- **See attached CONFIDENTIAL Exhibit 2 (income statements and balance sheets for 2012 and 2013)**
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports. **N/A**
- 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. **N/A**
- Audited financial statements exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.
- **See Attached CONFIDENTIAL Exhibit 3 -Bank Statement for December 2012, and CONFIDENTIAL Exhibit 4- Bank Statement for December 2013**
- **See Attached CONFIDENTIAL Exhibit 5 -Tax Returns for 2012, and CONFIDENTIAL Exhibit - 6 Tax Returns for 2013**

c. **SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

New America Power LLC will be operating as a Broker/Marketer only

d. **BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

When New America Power is brokering, we will be paid by the supplier on our margin which is included in the commodity price.

When acting as a consultant, New America Power is paid a flat fee by the customer.

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

**Pat Smith
Rosenberg, Smith, Cooney, Migliore PC**

- f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix F to this application.

All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

See attached Confidential Tax Certification

7. TECHNICAL FITNESS:

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

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

- Applicant's previous experience in the electricity industry.
- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions. **N/A**
- Type of customers and number of customers Applicant currently serves in other jurisdictions. **N/A**
- Staffing structure and numbers as well as employee training commitments.
- **New America Power currently has 1 employee used in the secretarial capacity.**
- Business plans for operations within the Commonwealth.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth. **N/A**
- Any other information appropriate to ensure the technical capabilities of the Applicant.

See attached Exhibit 7 - Summary of Technical Fitness and Business Plan

- b. **PROPOSED MARKETING METHOD** (check all that apply)

X Internal – Applicant will use its own internal resources/employees for marketing

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

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

Any and all marketing materials that will be used by sales agents of New America Power LLC must have prior written approval by Stephen Esposito, CEO and President of New America Power.

All subcontractors and agents of New America Power LLC must sign an Agent Agreement which exhibits extensive moral, ethical, legal and business compliance standards set forth by the PA PUC and New America Power.

All Agents of New America Power also must sign a Code of Conduct.

**See attached Exhibit 8- Agent Agreement
See Attached Exhibit 9- Code of Conduct**

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations.

**Stephen Esposito - President, Treasurer
Claire Esposito – Secretary**

See Attached Exhibit 10 - Resume

f. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number _____.
- Not applicable

8. DISCLOSURE STATEMENT:

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

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

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

9. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:
- proof of registration as a PJM Load Serving Entity (LSE), or
 - proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

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

(Select only one of the following)

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

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

- AGREED**

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

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx. Scroll down to the Net Metering Standards Section.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(d).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

X AGREED

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

X AGREED

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

X ACKNOWLEDGED

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

X AGREED

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

X AGREED

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

X AGREED

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

X AGREED

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

 AGREED

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

X PAYMENT ENCLOSED

10. AFFIDAVITS

- a. APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.

See attached Appendix A

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

See attached Appendix B

11. NEWSPAPER PUBLICATIONS

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. Below is a list of newspapers which cover the publication requirements for Electric Generation Suppliers looking to do business in Pennsylvania.

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

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

Proof of newspaper publications must be filed with the initial application. Applicants **do not** need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburg Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Citizens' Electric						X	
Duquesne				X			
Met Ed		X	X		X		
PECO			X				
Penelec	X	X			X	X	X
Penn Power	X			X			
Pike					X		
PPL		X	X		X	X	
UGI					X		
Wellsboro						X	
West Penn		X		X		X	X
Entire Commonwealth	X	X	X	X	X	X	X

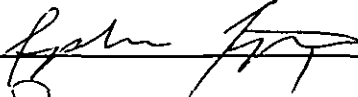
See Proofs of Publication Attached as Appendix C

(Example Publications are provided at Appendices H and I)

(Example Publications are provided at Appendices F and G)

13. SIGNATURE

Applicant: New America Power LLC

By: 

Title: Pres

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

FEB 09 2015

RECEIVED

14. CHECKLIST

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

Applicant: _____

Applicant's Use	Signature	
	Filing Fee	
	Application Affidavit	
	Operations Affidavit	
	Proof of Publication	
	Tax Certification Statement	
	Commonwealth Department of State Verification	
	Certificate of Service	
	PUC Secretary's Bureau Use	

APPLICATION AFFIDAVIT

[Commonwealth/State] of Pennsylvania :

ss.

County of Bucks :

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

[He/she is the President (Office of Affiant) of New America Power LLC (Name of Applicant);]

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

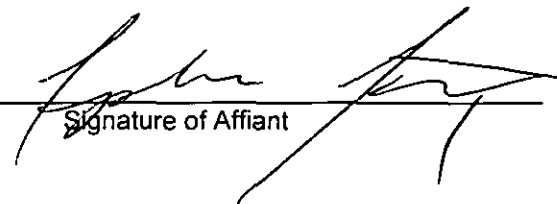
That the Applicant herein New America Power LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

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

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

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

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.



Signature of Affiant

Sworn and subscribed before me this 14 day of November, 2014.



Signature of official administering oath

My commission expires _____

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Deanna L. Nesteruk, Notary Public
Newtown Twp., Bucks County
My Commission Expires Feb. 2, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

RECEIVED

FEB 09 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix B

OPERATIONS AFFIDAVIT

RECEIVED

[Commonwealth/State] of Pennsylvania :

FEB 09 2015

: ss.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

County of Bucks :

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

[He/she is the President (Office of Affiant) of New America Power LLC
(Name of Applicant);]

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

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

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

That New America Power LLC, the Applicant herein, certifies to the Commission that it is subject to , will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

As provided by 66 Pa. C.S. §2810 (C)(6)(iv), Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

Appendix B (Continued)

That New America Power LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, §2807 (C), §2807(D)(2), §2809(B) and the standards and billing practices of 52 PA. Code Chapter 56.

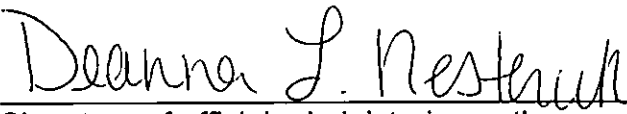
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.



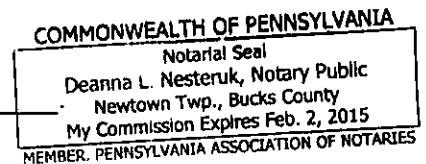
Signature of Affiant

Sworn and subscribed before me this 14 day of November, 2014.



Signature of official administering oath

My commission expires _____



APPENDIX C

RECEIVED

FEB 09 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

PETITION REQUESTING A WAIVER OF THE \$250,000.00 BOND REQUIREMENT AND A \$10,000 BOND IN LIEU THEREOF

NOW COMES the Petitioner/ Applicant, New America Power, LLC, and hereby represents as follows in support of its Petition:

1. New America Power, LLC is applying for a license as an electricity broker.
2. New America Power, LLC will not take title to electricity.
3. New America Power, LLC intends to negotiate the purchase of electricity on behalf of customers .
4. New America Power, LLC will market products of suppliers approved by the Pennsylvania Public Utility Commission.
5. New America Power, LLC will not bill utility customers directly and will not collect any money from customers.
6. New America Power, LLC has obtained a bond in the amount of \$10,000.00 from Philadelphia Indemnity Insurance Company. The bond is for a period of 1 years and is effective October 23, 2014 until October 23, 2015 with the right to renew.
7. Due to the nature of New America Power, LLC's business as a broker, the risk associated to the customers by granting a license to New America Power, LLC is minimal, if any, and can be adequately covered by the reduced bond of \$10,000.00 (ten thousand dollars).
11. New America Power, LLC is a reliable, credit worthy, financially and ethically sound company.
12. New America Power, LLC will comply with all laws, regulations, decisions and administrative requirements of the Commonwealth of Pennsylvania, the Public utility Commission and federal and local governments, including but not limited to all taxing requirements.
13. Granting a license to New America Power, LLC will promote competition and choice in the electricity market.
14. A bond in the amount of \$10,000.00 (ten thousand dollars) is sufficient collateral to protect the interests of applicable customer and ensure the licensee's financial responsibilities under Section 2208 (c)(1)(i) of the Act. This reduced amount is commensurate with the scope of the services being rendered as a broker.
15. The undersigned swears under penalty of perjury that the facts contained in this Request for Waiver are true and correct to the best of her knowledge, information and belief.

WHEREFORE, based upon the foregoing, New America Power, LLC, respectfully requests the Public Utility Commission to accept its bond of \$10,000.00 in lieu of the \$250,000.00 (two hundred and fifty thousand dollar) bond generally required.

New America Power, LLC

Applicant

By: 

Signature

Stephen Esposito/President

Printed Name / Title

2/9/15

Date

RECEIVED

FEB 09 2015

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

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

December 22, 2014

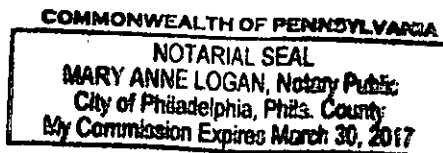
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to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



Sworn to and subscribed before me this 22nd day of
December, 2014.


Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Applications of New America Power, LLC For Approval To Offer, Render, or Furnish Services as a Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply Services To The Public In The Commonwealth Of Pennsylvania.

New America Power, 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. New America Power, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a broker/marketer engaged in the business of supplying electricity. New America Power, LLC proposes to provide natural gas broker/marketer services in the territories of PECO Energy Company, National Fuel Gas Distribution Company, Philadelphia Gas Works, Peoples Natural Gas, People's Gas - Equitable Division, and Peoples - TWP under the provisions of the Natural Gas Choice and Competition Act. New America Power, LLC proposes to provide electricity broker/marketer services throughout the entire Commonwealth of Pennsylvania under the provisions of the Electricity Generation Customer Choice and Competition Act.

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

By and through Counsel: Michael A. Grun
Stevens & Lee
17 N. 2nd Street, 16th Fl.
Harrisburg, PA 17101
Tel: 717-255-7365 Fax: 610-986-0852

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

The Patriot-News
Now you know

STEVENS & LEE
17 NORTH SECOND STREET
16TH FLOOR
ATTN: KAREN DUNCAN
HARRISBURG PA 17101

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 the Assistant Controller 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;

... or publication which is securely attached hereto is exactly as printed and published in their regular
... Weekly editions which appeared on the date(s) indicated below. That neither she nor said
... subject matter of said printed notice or advertising, and that all of the allegations of this statement as
... ter of publication are true; and
... al knowledge of the facts aforesaid and is duly authorized and empowered to verify this statement on
... o. aforesaid by virtue and pursuant to a resolution unanimously passed and adopted severally by the
... ectors of the said Company and subsequently duly recorded in the office for the Recording of Deeds
... phin in Miscellaneous Book "M", Volume 14, Page 317.

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**
Applications of New America Power, LLC For Approval To Offer, Render, or Furnish Services as a Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply Services To The Public In The Commonwealth Of Pennsylvania.
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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of New America Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to New America Power, LLC's attorney at the address listed below.

This ad # 0002323249 ran on the dates shown below:

December 23, 2014

Sworn to and subscribed before me this 23 day of December, 2014 A.D.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Sheryl Marie Leggere, Notary Public
Hampden Twp., Cumberland County
My Commission Expires July 16, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

By and through Counsel:
Michael A. Gruin
Stevens & Lee
17 N. 2nd Street, 16th Fl.
Harrisburg, PA 17101
Tel: 717-255-7365
Fax: 610-988-0852

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

STEVENS & LEE
16TH FLOOR
17 N 2ND ST HARRISBURG PA 17101

Account # 63029
Order # 81664459
Ad Price: 283.55

NEW AMERICA POWER, LLC

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:

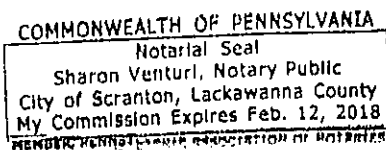
12/19/2014

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 19th day of December A.D., 2014

Sharon Venturi

(Notary Public)



LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY
COMMISSION NOTICE

Applications of **New America Power, LLC** For Approval To Offer, Render, or Furnish Services as a Marketer/ Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply Services To The Public In The Commonwealth Of Pennsylvania.

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By and through Counsel:
Michael A. Gruin
Stevens & Lee

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

**PENNSYLVANIA
 PUBLIC UTILITY
 COMMISSION
 NOTICE**

Applications of *New America Power, LLC* For Approval To Offer, Render, or Furnish Services as a Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply Services To The Public In The Commonwealth Of Pennsylvania.

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National Fuel Gas Distribution Company, Philadelphia Gas Works, Peoples Natural Gas, Peoples Gas - Equitable Division, and Peoples - TWP under the provisions of the Natural Gas Choice and Competition Act. *New America Power, LLC* proposes to provide electricity broker/marketer services throughout the entire Commonwealth of Pennsylvania under the provisions of the Electricity Generation Customer Choice and Competition Act.

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

By and through Counsel:
 Michael A. Gruin
 Stevens & Lee
 17 N. 2nd Street, 16th Fl.
 Harrisburg, PA 17101
 Tel: 717-255-7365
 Fax: 610-988-0852

On this 23rd day of December A.D. 2014, before me, the subscriber, a Notary Public in and for said County and State, personally appeared *Christine Marhefka*, who being duly sworn according to law, deposes and says as the Classified Advertising Manager of *The Tribune-Democrat, Johnstown, PA*, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the *Johnstown Tribune*, established December 7, 1853; and of the *Johnstown Democrat*, established March 5, 1863,

of Cambria, and Commonwealth of Pennsylvania and matter published in said publication in the regular issue, December 19, 2014; and that the Affiant is not using and that all of the allegations as to time, place and

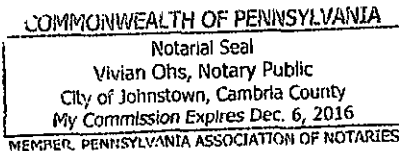
Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Sworn and Subscribed before me this 23rd day of December, 2014

80 lines @ \$2.4063 per line	\$ 192.50
Oath	5.00
Clerical Fee	2.50
Total Cost	\$200.00

Vivian Ohs
 (Notary Public)



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

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

 (Name of Newspaper)

By _____

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

STATE OF PENNSYLVANIA
COUNTY OF LEGAL NOTICES

SS:

Bernard
to the Williams
Williamsport, I
Bulletin was e
lished in the C
published in th

**PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE**
*Applications of New
America Power, LLC For
Approval To Offer,
Render, or Furnish Ser-
vices as a Marketer/
Broker Engaged in The
Business Of Supplying
Natural Gas Supply Ser-
vices and Electricity Sup-
ply Services To The Pub-
lic in The Commonwealth
Of Pennsylvania.*

Publisher of the Sun-Gazette Company, publishers of the Williamsport, Sun-Gazette, successor
& Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street,
y sworn, deposes and says that the Williamsport Sun was established in 1870 and the Gazette &
e which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and pub-
said, and that a copy of the printed notice is attached hereto exactly as the same was printed and
d Williamsport Sun-Gazette on the following dates, viz:

December 20, 2014

Affiant further c
to verify the fore
of publication, an

**New America Power,
LLC** will be filing an appli-
cation with the Pennsylv-
ania Public Utility Com-
mission ("PUC") for a
license to provide natural
gas supply services as a
broker/marketer engaged
in the business of provid-
ing natural gas serv-
ices. **New America
Power, LLC** will also be
filing an application with
the PUC for a license to
supply electricity or elec-
tric generation services
as a broker/marketer en-
gaged in the business of
supplying electricity. **New
America Power, LLC**
proposes to provide natur-
al gas broker/marketer
services in the territories
of PECO Energy Com-
pany, National Fuel Gas
Distribution Company,
Philadelphia Gas Works,
Peoples Natural Gas,
People's Gas - Equitable
Division, and Peoples -
TWP under the provisions
of the Natural Gas Choice
and Competition Act.
**New America Power,
LLC** proposes to provide
electricity broker/marketer
services throughout the
entire Commonwealth of
Pennsylvania under the
provisions of the Electri-
city Generation Customer
Choice and Competition
Act.

ficer daily authorized by the Sun-Gazette Company, publisher of the Williamsport Sun-Gazette,
oath and also declares that affiant is not interested in the subject matter of the aforesaid notice
ns in the foregoing statement as to time, place and character of publication are true.

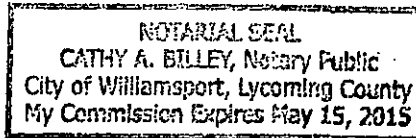
Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me

the *23rd* day of *December 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.....\$ *331.40*
Probated same.....\$
Total.....\$ *331.40*

CLIENT'S RECEIPT FOR ADVERTISING COSTS

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

SUN-GAZETTE COMPANY

BY Bernard A. Oravec

The PUC may con-
sider this applica-
tion without a hearing. Pro-
tests directed to the
technical or financial fit-
ness of **New America
Power, LLC** may be filed
within 15 days of the date
of this notice with the
Secretary of the PUC,
P.O. Box 3265, Harris-
burg, PA 17105-3265. You
should send copies of any
protest to **New America
Power, LLC's** attorney at
the address listed below.

By and through Counsel:
Michael A. Grun
Stevens & Lee
17 N. 2nd Street,
16th Fl.
Harrisburg, PA 17101
Tel: 717-255-7365
Fax: 610-988-0852

THE SUN-GAZETTE
and certifies that

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

STEVENS AND LEE
17 N 2ND ST
HARRISBURG PA 17101

REFERENCE: 136099 112395
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: 12/20/14

TOTAL COST: \$409.00 AD SPACE: 0 Lines

FILED ON: 12/20/14

PENNSYLVANIA PUBLIC UTILITY COMMISSION
NOTICE

*Applications of **New America Power, LLC** For Approval To Offer, Render, or Furnish Services as a Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply Services To The Public In The Commonwealth Of Pennsylvania.*

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

By and through Counsel: Michael A. Gruin
Stevens & Lee
17 N. 2nd Street, 16th Fl.
Harrisburg, PA 17101
Tel: 717-255-7365
Fax: 610-988-0852

actno-112395

Sworn to and subscribed before me this 22nd day of December 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 M. Goodwin, 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:

19 of December, 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.

M. Goodwin
PG Publishing Company

Sworn to and subscribed before me this day of:
December 19, 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

COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Applications of New America Power, LLC For Approval To Offer, Render, or Furnish Services as a Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply Services To The Public In The Commonwealth Of Pennsylvania.
New America Power, 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. New America Power, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a broker/marketer engaged in the business of supplying electricity. New America Power, LLC proposes to provide natural gas broker/marketer services in the territories of PECO Energy Company, National Fuel Gas Distribution Company, Philadelphia Gas Works, Peoples Natural Gas, Peoples Gas - Equitable Division, and Peoples - TWP under the provisions of the Natural Gas Choice and Competition Act. New America Power, LLC proposes to provide electricity broker/marketer services throughout the entire Commonwealth of Pennsylvania under the provisions of the Electricity Generation Customer Choice and Competition Act.
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of New America Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to New America Power, LLC's attorney at the address listed below.
By and through Counsel: Michael A. Grubb, Stevens & Lee, 17 N. 2nd Street, 16th Fl., Harrisburg, PA 17101, Tel: 717-255-7365, Fax: 610-988-0852.

STATEMENT OF ADVERTISING COSTS

Stevens & Lee PC
17 N 2ND ST FL 16
ATTN: Karen Duncan
HARRISBURG PA 17101-1638

To PG Publishing Company

Total ----- \$585.00

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 Samuel J. Arbutina
Samuel J. Arbutina

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.

EXHIBIT 1

RECEIVED

2015 FEB 09 09:10

PA PUC
SECRETARY'S BUREAU

ST, PAO4B

From: pao4b@state.pa.us
Sent: Wednesday, November 24, 2010 2:54 PM
To: ST, PAO4B
Subject: PAO4B New Registration

308704

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU
Certificate of Organization
Domestic Limited Liability Company
(15 Pa.C.S. § 8913)

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

Name

Stephen Esposito
Address
310 East Elm Street
Address

City State Zip
Conshohocken PA 19428

Email: steve@newamericapower.com

Commonwealth of Pennsylvania
CERTIFICATE OF ORGANIZATION 2 Page(s)



Fee: \$125

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

- The name of the limited liability company (designator is required, i.e., "company", "limited" or "limited liability company" or abbreviation):
New America Power LLC
- The (a) address of limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and Street	City	State	Zip	County
310 East Elm Street	Conshohocken	PA	19428	46

(b) Name of Commercial Registered Office Provider: _____ County: _____
City: _____

- The name and address, including street and number, if any, of each organizer is (an organizers must sign on page 2):

Name	Address
Stephen Esposito	230 Oak Ridge Drive Langhorne PA 19047

- ~~Strike out if inapplicable term~~
A member's interest in the company is to be evidenced by a certificate of membership interest.
- ~~Strike out if inapplicable~~
Management of the company is vested in a manager or managers.
- The specified effective date, if any is:

08 01 2010
Month Day Year hour, if any
- ~~Strike out if inapplicable term~~: The company is a restricted professional company organized to render the following restricted professional service(s):
- For additional provisions of the certificate, if any, attach on 8 1/2 x 11 sheet.

IN TESTIMONY WHEREOF, the organizer(s)
has (have) signed this Certificate of
Organization the
15 day of December, 2010

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE

MARCH 19, 2014

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

New America Power LLC

is duly organized as a Pennsylvania 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.

Carol A. Aichele

Secretary of the Commonwealth

Certification Number 11706768-1

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

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF STATE

MARCH 19, 2014

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

New America Power LLC

I, Carol Aichele, Secretary of the Commonwealth of Pennsylvania

do hereby certify that the foregoing and annexed is a true and correct
copy of

Certificate of Organization filed on December 29, 2010

which appear of record in this department.



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.

Carol Aichele

Secretary of the Commonwealth

Certification Number: 11706767-1

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

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Signature Form For
PA Open For Business Electronic Filing

Document must be dated, signed and mailed to the address listed below if a manual payment was selected. If an electronic payment was selected, you may fax this form to 717-705-0927. Please refer to the instructions below for filling out this form.

Department of State
Corporation Bureau
P.O. Box 8722
Harrisburg, PA 17105-8722
Inquiries: (717) 787-1057

1. The enterprise structure is:

Limited Liability Corp

2. The enterprise legal name is:

New America Power LLC

3. The enterprise's fictitious name is (if applicable):

IN TESTIMONY WHEREOF, the undersigned have caused this application to be executed this

18th day of Dec 2010.


Signature

Signature

Signature

Signature

INSTRUCTIONS:

- Fill in the form on the items: Enterprise structure, Enterprise legal name, and fictitious name (if applicable) – do so by clicking in each box and typing in the information.
- You can retrieve the Enterprise Legal Name in your confirmation email you received from pao4b@state.pa.us.
- If you are just filing a fictitious name, simply fill out the structure and the fictitious name sections.
- Print this form and have each owner sign on the signature lines and fill in the date.
- See above information where to mail or fax in this form.

PA DEPT. OF STATE

Certification# 11706777-11/11/10
DEC 28 2010

EXHIBIT 7

RECEIVED

2005 FEB -9 PM 4: 10

**PA PUC
SECRETARY'S BUREAU**

New America Power (“NAP”) was created in 2010 to provide energy procurement and management services to commercial end users. Our objective is to help small and large businesses manage energy usage, increase energy efficiency, and lower energy costs through programs developed by NAP or in conjunction with energy partners.

NAP provides a variety of energy efficiency consulting services, including

- Energy benchmarking
- Level 1 and Level 2 facility audits
- Act 129 Energy Efficiency Program consultation and implementation
- PJM and or local utility energy efficiency incentives
- Curtailment options

NAP has established and maintains valuable partnerships with energy companies such as Consolidated Edison’s “Green Team” and Direct Energy’s Commerce and Industrial Energy Efficiency Division, as well as others. With the help of these network relationships, we educate our clients and potential clients in energy management and efficiencies. We introduce our clients to various energy management services and customize products to help their business control energy costs.

New America Power also consults with clients and has assisted in the development, sale, and installation of solar projects and numerous lighting efficiency designs. We have advised numerous companies on demand response options and aided in the development and sale of energy management systems and energy efficiency controls.

As a consulting company, New America Power maintains relationships with engineers, contractors, utilities and suppliers to ensure that our clients receive the right solutions and the best price. We strive to educate our clients in the importance of energy management and efficiency with the most modern technological options that are available to them.

NAP also provides energy procurement consulting services to customers, including:

- daily monitoring of electricity and natural gas markets
- analyzing utility tariffs to identify most appropriate rate classifications
- Developing load profiles
- analyzing alternative supplier commodity offerings
- assisting with the negotiation of contracts with energy suppliers

NAP is a trusted energy advisor to its clients, who include small commercial, large commercial, industrial, and government customers in Pennsylvania and New Jersey. NAP develops load profiles for its clients and manages the RFP processes for energy services, including bid solicitation, energy pricing options

and contract negotiation. NAP also provides energy budgeting, rate analyses and cost reporting services. With the experience gained over the past five years providing these services to its customers in Pennsylvania and New Jersey, NAP has the technical fitness necessary to operate as a license broker of electricity and natural gas.

NAP's Founder and President Steve Esposito was formerly an independent agent for a major electricity and natural gas supplier and a major energy broker/marketer. Through this experience, Mr. Esposito underwent continuous training regarding utility processes, electricity and natural gas product offerings, and the rules and regulations that apply to electricity and natural gas suppliers (including the regulations of the Pennsylvania PUC). Mr. Esposito also worked closely with customers to evaluate electricity and natural gas supply offers and to develop procurement strategies. Mr. Esposito's resume is attached.



newamericapower

ENERGY. EDUCATE. EMPOWER

New America Power Business Plan

Introduction

New America Power LLC is an energy brokerage and consulting firm focused on serving the comprehensive energy needs of businesses in the full range of the commercial market. With a core staff of experienced professionals and a team approach to most consulting projects, NAP will be able to offer a more balanced quality service than many of its competitors. Our firm is not interested in simply producing a service for our clients. We believe in creating a long-term relationship with them so that the delivery of our products becomes a seamless, economical and valued experience.

The Company

New America Power LLC is a limited liability corporation registered in the state of Pennsylvania in 2010. The Owner and President is Mr. Stephen Esposito who is involved in the daily operation of the business. He provides his knowledgeable staff with support and the background experience of building long-term business relationships with clients.

The Services

New America Power creates energy partnerships with clients. Each client is unique and each has a different usage portfolio. By understanding their energy requirements and budgeting concerns, we help our clients identify the most cost-efficient energy procurement options for their business.

New America Power's energy procurement consulting services include the development of a natural gas and/or electricity purchasing strategy. Our expert staff will develop load profiles for each client's company and manage the RFP process including bid solicitation, energy pricing options and contract negotiation. We navigate the maze of electricity and natural gas deregulation by analyzing, negotiating, contracting, and managing critical components of electricity and natural gas supply. We will negotiate favorable "real time" pricing and contract terms and conditions in electricity and natural gas supply contracts.

New America Power

Commercial / Industrial Energy Consultants

www.newamericapower.com

41 University Dr. Suite 400, Newtown, PA 18940



newamericapower

ENERGY. EDUCATE. EMPOWER

The Market

New America Power provides energy procurement and management services to diverse clients of all sizes, including commercial and industrial businesses, government/educational entities, and nonprofits. Business expansion is developed through networking, referrals and relationships.

The Mission

New America Power aims to offer comprehensive energy consulting and brokerage services. NAP will focus on providing personal and specialized services to meet each client's specific needs. We will educate and advise each client to determine the best energy options and implement energy saving products and practices for their business.

New America Power
Commercial / Industrial Energy Consultants
www.newamericapower.com
41 University Dr. Suite 400, Newtown, PA 18940

EXHIBIT 8

RECEIVED

2015 FEB 09 10:40:10

I/A PUC
SECRETARY'S BUREAU



newamericapower

INDEPENDENT CONTRACTOR OF ENERGY AGREEMENT "ICE"

This Independent Contractor of Energy Agreement ("Agreement") is dated and effective this ____ day of _____, 20____, New America Power, a Pennsylvania LLC, with offices at 41 University Dr, Suite 400, Newtown PA, 18940 ("NAP") and _____ a _____, with offices at _____ (*Independent Contractor of Energy Procurement "ICE"*)

WHEREAS, NAP is an energy broker and consultant in the business of energy procurement (natural gas and electricity), and ICE is in the business of **Energy sales** and Energy consulting for commercial and industrial facilities.

WHEREAS, the Parties desire to agree to enter into this Agreement to set forth the terms and conditions pursuant to which ICE will provide services to and for NAP;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth and subject to the terms and conditions contained herein, the Parties agree as follows:

1. Responsibilities of ICE

- (a) ICE shall use its best efforts to find, generate sales leads, and analyze prospective customer's **energy options**. ICE shall present NAP quotes to prospective customers, implement the actions necessary to consummate **the sales contract and/or energy contract**, and retain good ongoing relations with the customer to retain customer satisfaction and a contract renewal. ICE shall pay all expenses associated with all of its activities and sales and marketing efforts, including, without limitation, all expenses and compensation of its representatives and personnel and all its related administrative and overhead expenses.
- (b) For each prospective customer, ICE shall submit to NAP, at a minimum, the New Customer Profile which includes the customer contact and credit information (SS or EIN) electric or natural gas usage history, along with one utility invoice per meter, or other utility provided format. NAP shall have no obligation to accept or use information from sources other than the prospective customer's local distribution company, or from the prospective customer itself. NAP shall notify ICE of any missing or inaccurate data, and ICE shall be responsible for immediately contacting the prospective customer to obtain or correct such missing or inaccurate data. NAP shall have no obligation to process any documentation without all necessary customer data.
- (c) ICE shall not pay, offer or promise to pay, or give any money or anything of value, directly or indirectly, to any prospective customer, any officer or employee of a government, or any department or agency thereof, or to any political party or candidate for political office for the purpose of inducing any such person, official, party or candidate to misuse its position or to influence any act or decision of a government in order to obtain, retain or direct business to or otherwise influence a decision in favor or for the direct or indirect benefit of ICE of NAP, in violation of any applicable laws.
- (d) **After an energy contract** is signed, ICE shall provide such other services, which are necessary and appropriate for the administration of each customer's account.
- (e) ICE shall at all times act in a professional and workmanlike manner.

- (f) ICE shall supply all tools and instrumentalities required to perform its obligations under this Agreement.
- (g) ICE shall be responsible for compliance with all applicable federal, state and municipal laws, statutes and ordinances that may apply to the performance of ICE's obligations under this Agreement. Further, ICE agrees to hold harmless and indemnify NAP for any claims, demands, liabilities and costs arising out of ICE's failure to abide by any applicable law, statute, ordinance or regulation.

2. Designated Market

- (a) The activities of ICE with respect to NAP products and services shall be limited to the specific geographical market territory and specific market segmentation identified in Exhibit A attached hereto and made a part hereof (the "Designated Market").
- (b) ICE's appointment shall be on a non-exclusive basis, and NAP reserves the right, in its sole discretion, to appoint other representatives both in and outside of the Designated Market. ICE acknowledges that NAP own direct sales and other approved independent contractors of **energy** may market in the Designated Market. NAP and ICE acknowledge that circumstances may require flexibility in the Designated Market and, as a result, the parties shall mutually agree to alter the Designated Market as necessary.
- (c) ICE shall become licensed or certified, if required, in the Designated Market, shall bear any costs associated with such license or certification, and shall provide evidence of same to NAP.

3. Customer Referral

- (a) NAP reserves the right, in its sole discretion, to determine whether or not to enter into an **energy** agreement with a prospective customer identified by ICE. Criteria for such determination may include the prospective customer's annual energy usage, energy usage load factor, the prospective customer's financial condition, and market conditions. NAP shall provide ICE with general guidelines for acceptable customers, recognizing, however, that NAP shall make the final determination regarding acceptability for **all sales**.
- (b) ICE shall obtain and submit, in typed form, the information set forth in Section 1(b), pricing preferences, invoicing structure and starting date, and shall notify NAP of the existence of telemetry equipment, expiration date of existing supply contracts, and any other information relevant to the success of securing a **energy** contract with such prospective customer.
- (c) Upon receipt of the pricing and credit approval from NAP, ICE shall ensure that NAP **energy** contract agreements are accurately and legibly completed in full by the prospective customer including, but not limited to, all required signatures, titles, dates and other required contract information, for presentation to NAP. ICE shall have no authority to, and shall not, bind NAP or any of NAP suppliers to any agreement, obligation or representation.

4. Calculation and Payment of Compensation

- (a) NAP will establish in writing a base price ("Base Price") for sales to prospective business customers identified by ICE. The ICE sets its commission based on mils added to base. The ICE receives **60%** of total commission.

- (b) There is no termination compensation for any development of goodwill or otherwise due to ICE hereunder. After termination of this Agreement, subject to the terms hereof, and because of investments made both in time and money, expended by ICE, to develop customers and clients, ICE shall continue to earn a commission for sales under Eligible Contracts entered into during the term of this Agreement. ICE shall not be entitled to any other compensation or payment upon termination.

Notwithstanding the foregoing, in addition to other rights and remedies available to NAP, ICE shall immediately forfeit any accrued commissions, its right to any future commissions, and any other amounts due to it hereunder, and NAP shall have no obligation to pay any of such amounts, if NAP terminates this Agreement for any of the following reasons:

(i) the taking of any action beyond the scope of ICE's authority, including, without, limitation, representing to third parties that ICE has the ability to bind NAP and/or any action taken by ICE that binds NAP;

(ii) the failure to comply with any provision of Section 9 hereof;

(iii) the failure to comply with any provision of Section 1(c) hereof;

(iv) the unauthorized use of advertising materials or medium;

(v) the alteration of customer usage data;

(vi) the enrollment of a customer with the local distribution company by the ICE;

(vii) the collection from a customer of amounts due to NAP;

(viii) the arrest of ICE or any its key personnel for a crime; or

(ix) the breach of the duties of loyalty and confidentiality, including, without, limitation, improper divulgence of pricing information. NAP also reserves the right to set-off any damages for breach of this Agreement against any amounts owed to ICE.

- (c) ICE shall not invoice or attempt to collect any amounts from any customer; provided that ICE shall assist NAP in its collection efforts, and after consultation with NAP, ICE may inquire about the status of payments.

If the customer fails to pay the full amount of any invoice for whatever reason, NAP retains the right, in its sole discretion, to settle or otherwise accept less than full payment from any customer, in which case the commission will be based on such reduced amount as it pertains to energy procurement.

|

- (d) Notwithstanding anything to the contrary in this Agreement, ICE shall not be entitled to any commissions relating to any portion of a customer **energy** contract that has been terminated by the customer before its scheduled expiration date.
- (e) ICE and its agents shall be solely responsible for the payment of any income taxes or other taxes imposed upon the compensation paid under this Agreement. NAP has no obligation to compensate ICE or its agents for, or withhold any of, such taxes.

5. Additional Independent Contractors of **Energy**: No Assignment

- (a) ICE may expand its sales capabilities by contracting with its own sub-representatives. ICE shall be solely responsible for any sub-representatives, including payment of any and all compensation, reporting, and quality of service and ICE shall be liable for and shall indemnify and hold NAP harmless from and against any acts or omissions of sub-representative in violation of the terms and conditions of this Agreement.
- (b) No portion of the services to be provided by ICE hereunder may be directly or indirectly subcontracted, assigned, delegated or performed by ICE without prior written approval of NAP, which approval may be withheld in NAP sole discretion. Nothing herein, however, shall limit ICE's use of administrative and support staff to assist it in executing its responsibilities under this Agreement.
- (c) This Agreement is binding on the successors and permitted assigns of the respective parties. Any transfer or assignment in violation of this Agreement shall be null and void.

6. Restrictions on Activities

- (a) NAP success depends upon its reputation as a high quality service oriented company and on customer satisfaction. ICE shall not engage in any activity, which could harm the business reputation of NAP relationships with existing and prospective customers and suppliers. Mass email marketing (spam), unsolicited mass telemarketing, mass faxing (fax blasting) and any other mass marketing that is a public nuisance is strictly forbidden. NAP shall be the sole judge of whether ICE's activities are harmful to NAP interests and ICE shall comply with all requests of NAP to desist from any such activities.
- (b) During the term of this Agreement, ICE may choose to represent, and market for, companies that provide the same or similar products and services as NAP within the Designated Market. However, ICE shall notify NAP of any activity, employment, or business arrangement now existing or later contemplated or occurring that may conflict or compete with the interests of NAP and NAP reserves the right, upon _30 days' prior written notice to ICE to terminate this Agreement if ICE continues such activities. ICE represents and warrants that its performance under this Agreement does not and shall not violate or breach any agreement, including, but not limited to, any service contract, employment contract, non-competition agreement or non-solicitation agreement to which ICE is a party.
- (c) At all times during the term of this Agreement and continuing thereafter, ICE shall treat as proprietary and confidential, and shall not disclose or use for any purpose, except in the performance of this Agreement, any confidential information (including, without limitation, pricing, preferences, financial information or business strategy) belonging to a customer, NAP, or any third parties disclosed to ICE in connection with this Agreement.

- (d) During the term of this Agreement, it is imperative that the integrity of information remains intact. ICE shall communicate directly with NAP and shall not circumvent NAP to work directly with individual energy suppliers utilized by NAP. Information flows from supplier to NAP to ICE and then to customer, and ICE understands and agrees that all communication flows up and down the supply chain accordingly for seamless understanding.
- (e) ICE agrees that, for a period of twelve (12) months after termination of this Agreement, ICE will not, directly or indirectly, individually or in concert with others, (i) use confidential information (as defined in subparagraph (c) of this Section) to induce or attempt to induce any customer or prospective customer to discontinue as customer of NAP or to become a customer of ICE or any other person or entity or (ii) induce or attempt to induce any employee or independent contractor of NAP to discontinue as an employee or independent contractor of NAP or to become an employee, partner, co-owner, independent contractor or enter into any similar relationship with ICE or any other person or entity.
- (f) ICE will not pursue a relationship with NAP's energy suppliers for a term of 1 year from the termination of this agreement.

7. Termination

This Agreement may be terminated by either party, for any reason and at any time, by providing to the other party sixty (60) days' prior written notice of its election to terminate this Agreement; provided that (a) this Agreement shall automatically terminate if a party becomes insolvent, has bankruptcy proceeding filed by or against it, or ceases to conduct business in the ordinary sense; (b) NAP may terminate this Agreement immediately by written notice to ICE if (i) ICE dies; (ii) ICE or any of its officers or key personnel is arrested for a crime, (iii) ICE submits any false information in connection with this Agreement or the performance of its obligations under this Agreement; (iv) ICE or any of its officers or key personnel take any action (or inaction) that, in any way, has an adverse effect on NAP reputation; or (v) management or ownership of ICE changes; (c) NAP may terminate this Agreement as provided in Section 6(b); and (d) either party may terminate this Agreement upon thirty (30) days' written notice to the other party if the other party breaches this Agreement and such breach is not cured by the end of the thirty-day notice period.

8. Duration of Agreement

This Agreement will be in effect for an initial period of two (2) years from the date of execution by NAP. Unless either party has notified the other to the contrary, this Agreement shall continue on a month to month basis after the expiration of such initial term, but either party may terminate this Agreement upon fifteen (15) days' prior written notice during such renewal period. ICE shall return all marketing materials belonging to NAP within three (3) business days after termination of this Agreement for any reason and shall not retain any copies or reproductions thereof (whether hard copy, digital format or otherwise) of any such materials.

9. Independent Contractor Status

- (a) It is understood and agreed, and it is the intention of the parties hereto, that ICE is an independent contractor, and not the employee or agent of NAP for any purpose whatsoever. ICE shall be responsible for achieving the standards established by NAP. However, NAP shall have no right to and shall not control the manner, or prescribe the method, of accomplishing the services to be performed by ICE under this Agreement. ICE shall have no authority to act for or on behalf of NAP, or to bind NAP to any contract, representation, or any other matter. ICE shall not express or imply the contrary to any third party. Nothing contained herein shall be deemed or construed to create any employment relationship or any partnership or joint venture between NAP and ICE or its agents.
- (b) As an Independent Contractor ICE understands and agrees that no rights will accrue to it or its employees, representatives or agents under any pension, bonus, profit sharing, savings, insurance, health, vacation, or other plan or arrangement generally offered by NAP to its employees.

(c) NAP and ICE agree to indemnify each other and their officers, directors, employees and affiliates from and defend and hold each of them harmless against any liabilities, claims, suits, demands, expenses (including, without limitation, reasonable attorneys' fees and costs and expert witness fees and costs) and costs arising out of acts or omissions, of each, in connection with the activities contemplated hereunder, including, without limitation, any breach of this Agreement or any statements in contravention of this Agreement.

10. Trademarks, Service marks and Trade names

- (a) NAP may provide ICE with sales and marketing materials, such as brochures and fact sheets. ICE shall not (i) use any other marketing materials, other than those provided by NAP for NAP services, and shall not (ii) use the name NAP or the relationship of the parties hereunder, unless, in each specific instance, NAP has authorized in writing such marketing and/or publicity. In addition, ICE shall obtain NAP written approval, in advance, to all advertising, promotional materials, letterhead, and business cards proposed to be used by ICE in connection with ICE's activities under this Agreement.
- (b) NAP grants to ICE the limited right, during the term of this Agreement, to use the trademarks, trade names, service marks of NAP (collectively, the "Marks") solely in connection with the promotion and sale of the products and services of NAP, provided that such Marks are clearly identified at all times as marks of NAP, and further provided that ICE receives the specific written approval of NAP for each proposed use of such Marks in advance of such use. ICE shall not at any time use the Marks as part of its company name, trade name, trademark, service mark or internet address. ICE acknowledges NAP ownership of the Marks and the goodwill associated therewith, and agrees that all goodwill resulting from the ICE's use of the Marks will inure solely to the benefit of NAP.

11. Miscellaneous Provisions

- (a) If any provision or portion of this Agreement is determined to be illegal or unenforceable by a court or any regulatory agency with competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and shall not be rendered illegal, unenforceable or otherwise affected by such disposition; provided, however, that if the invalidity, illegality or inability to enforce any such provision results in a material alteration of the terms of this Agreement, the remaining provisions of this Agreement shall be adjusted equitably so that no party benefits disproportionately. Either party's failure to insist upon strict performance of any provision herein shall not constitute a waiver of, or estoppel against asserting, the right to require such performance in the future.
- (b) Any notice or other communication between the parties shall be in writing and shall be (i) delivered in person, (ii) sent by facsimile (with confirmation), or (iii) sent by an nationally recognized courier service (with shipping costs prepaid for priority delivery and return receipt requested), in each case at the address first set forth above or otherwise so specified by such party from time to time. All such communications shall be deemed to have been received on the first to occur of (A) the date actually delivered in person to such address, (B) the date sent by facsimile if confirmation of receipt thereof is received by the sending person, or (C) two (2) business days after delivery to such courier.
- (c) This Agreement (including all Exhibits hereto) constitutes the entire agreement between the parties concerning the subject matter hereof. All other proposals, agreements, or representations, whether oral or written, are hereby superseded. This Agreement may be changed, modified or otherwise amended (in whole or in part) only by an instrument in writing signed by an authorized representative of each party, except that NAP reserves the right to modify this Agreement upon written notice to ICE in the event of material changes in applicable laws or regulations.
- (d) Unless otherwise prohibited by law or specified below, any dispute arising hereunder or relating hereto shall be resolved by arbitration pursuant to the commercial rules of the American Arbitration Association ("AAA").

Such arbitration shall involve a single arbitrator (selected by the parties, or in the absence of agreement, appointed by the AAA), and shall take place in Montgomery County, PA. The arbitrator shall apply Pennsylvania law, without regard to principles of conflicts of law. The arbitration decision shall be binding upon the parties and judgment upon the award may be entered in any court having jurisdiction over the party against which enforcement is sought. The cost of the arbitration shall be paid in a manner determined by the arbitrator. Notwithstanding the foregoing, (i) each party reserves the right to seek specific performance or any other form of injunctive or equitable relief in the Montgomery County Court of Common Pleas for purposes of enforcing this Section and (ii) ICE acknowledges and agrees that the remedy at law for breach of Section 6 (Restrictions on Activities), 8 (Duration of Agreement) and 10 (Trademarks, Service Marks and Trade Names) shall be inadequate and that, in addition to all other remedies, NAP reserves the right to seek specific performance or any other form of injunctive or equitable relief in the Montgomery County Court of Common Pleas for purposes of enforcing Sections 6, 8 and 10.

- (c) Neither party shall be responsible for any incidental, indirect, consequential, special, punitive, or exemplary damages of any kind.
- (f) The interpretation and performance of this Agreement shall be in accordance with, and controlled by, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.
- (g) This Agreement shall not benefit any third party and may only be enforced by the parties, or any permitted assignee. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument. Facsimile signatures shall be deemed original Signatures.

12. Notices

All notices required or allowed to be given under this Agreement will be given to the other party at the address set forth below, or to such other address as either party may instruct the other party in writing.

Attn: Contract Manager
New America Power
41 University Dr-Ste 400
Newtown PA, 18940
Tel: 866.552.4342
Fax: 866.266.6217

ICE Completes: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

New America Power LLC
Name: _____
Signature: _____
Title: _____
Date: _____

ICE Completes
Name: _____
Signature: _____
Date: _____

EXHIBIT A

Designated Market

ICE shall focus marketing and sales efforts on the following geographical territories and market segments:

Geographical Markets: States of: PA, NY, NJ, IL, NC, OH, VA, MD, FL, DE, CA, Ontario Canada

NAP may, in its sole discretion, and upon written notice to ICE, modify the geographic territories and market segments listed above in order to accommodate ICE when ICE has a sales lead outside of the above listed market areas and segments and where NAP has determined that such modification is in the best interest of the customer/prospect and NAP.

EXHIBIT 9

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SECRETARY'S BUREAU**



newamericapower

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II. Code of Conduct for Energy Sales Representatives

While we are representing New America Power, we understand that we must comply with certain expectations for behavior.

These include the following:

1. Representatives will truthfully identify themselves to the prospective customer, stating their name and the name of the company they represent.
2. Representatives will not state, imply, or knowingly allow the prospective customer to believe, that they are a representative of the local utility or any other retail electric provider.
3. Representatives will make no representations or statements that the perspective customer must switch in order to continue receiving power.
4. Representatives will not make any verbal representations regarding, contracts, rights, or obligations unless those representations are contained in the offer.
5. Representatives will not make any verbal or written representations regarding guaranteed savings to the customer.
6. Representatives will not attempt to enroll any business unless they have obtained confirmation from the person with whom they are speaking that they are authorized to make decisions on behalf of the business.
7. Representatives will not place undue pressure on a prospective customer in order to enroll them.
8. Representatives will not "slam" a prospective customer, which is the act of causing their electricity service to be switched without their consent.
9. Representatives understand that they must treat all prospective customers with respect and maintain an appropriate degree of professionalism as established by New America Power.
10. Representatives understand that use of, or being under the influence of, drugs or alcohol while representing New America Power will result in immediate revocation of authority to represent New America Power any longer.
11. Representatives agree to comply with all applicable PUC/PSC regulatory guidelines specific to the sale of retail electricity and the method in which the customer is marketed to.

New America Power Agent/ Rep Name

New America Power / Principle Name

New America Power
Commercial / Industrial Energy Consultants
www.newamericapower.com
41 University Dr. Suite 400, Newtown, PA 18940

EXHIBIT 10

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SECRETARY'S BUREAU**



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Stephen Esposito

41 University Drive, Suite 400
Newtown, PA 18940
866-552-4342 (p) 866-266-6217 (f)
steve@newamericapower.com

Professional Experience

August 2010 – Present
Owner, President

New America Power LLC

Founder of energy procurement and consulting company. Responsible for overseeing all operations of the business and serving as lead consultant for client engagements, including:

- Manage and coordinate energy efficiency projects involving HVAC, LED, and Induction Lighting and control systems
- Establish, develop & maintained excellent relationships with renewables, lighting, HVAC, solar and business partners
- Conducting energy cost reviews and benchmarking
- Consulting on energy procurement decisions
- Responsible for all financial and compliance controls
- Provide training, management and support for all sales agents
- Completed numerous courses and trainings sponsored by the American Institute of Architects
- Attended numerous seminars and workshops offered by the Association of Energy Engineers

Memberships : Bucks County Economic Development Corporation - Jewish Federation of Greater Philadelphia - Lower Bucks County Chamber of Commerce - Montgomery County Economic Development Corporation – New Jersey Food Processors Association – Delaware Valley Green Building Council

July 2010 – December 2010
Independent Agent

North American Power

Independent electricity and natural gas sales agent for commercial and industrial products.

- Trained in the North America business model

New America Power

Commercial / Industrial Energy Consultants

www.newamericapower.com

41 University Dr. Suite 400, Newtown, PA 18940



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- Attended numerous training and educational seminars regarding commodity pricing, utility operations, and energy regulation, including the applicable regulations of the Pennsylvania Public Utility Commission and the New Jersey Board of Public Utilities
- Assisted in the training of new independent agents on sales and compliance

August 2009 - July 2010
Independent Agent

America Approved Energy Services

Independent agent responsible for successfully assisting customers in aligning themselves with the appropriate suppliers of electricity and/or natural gas to meet their individual business needs

- Trained and educated in the America Approved business model
- Analyzed energy bills and rates for commercial and industrial clients to identify cost effective rates from alternative suppliers of energy

January 2003- July 2009
Wholesale Account Executive

Washington Mutual/ Chase

- Responsible for developing and maintaining relationships with mortgage brokers nationwide. Control all aspects of new business development and sales channel.
- "President's Club" top performer 2005
- Lead onsite training for new and experienced loan officers.
- Managed and serviced over 50 broker accounts

June 2001 – December 2003
Franchisee

Pro Touch Paint Technologies

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New America Power
Commercial / Industrial Energy Consultants
www.newamericapower.com
41 University Dr. Suite 400, Newtown, PA 18940

CERTIFICATE OF SERVICE

On this the 9th day of February, 2015, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all attachments have been served upon the following:

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

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

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

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

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

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

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

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

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

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

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

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

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



Michael A. Gruin, Esq.

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