



June 18, 2015

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Re: Source Power & Gas LLC’s Public Response to Data Request; Docket No. A-2015-2472888; Utility Code 1117471

Dear Ms. Chiavetta,

Source Power & Gas LLC (“Applicant”) provides the following response to Question No. 8 of the Data Request, Docket No. A-2015-2472888, Utility Code 1117471, dated May 26, 2015:


Reference Application, Section 9, Disclosure Statement. Please see Applicant’s revised Enrollment Confirmation Email, Disclosure Statement and Terms of Service, which together, constitute Applicant’s Residential Consumer Contract.

Should you have any questions, please contact the undersigned. I thank you in advance for your time and attention to this matter.

Respectfully,

Source Power & Gas LLC

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

By: 
John R. Werner, President

Persons designated by Applicant to receive communication regarding the information contained herein:

John Werner, President	Janna Thornberry, Counsel
jwerner@spgenergy.com	jthornberry@spgenergy.com
(832) 622-7569	(281) 690-4396

Thornberry, Janna

Subject: Source Power & Gas LLC – Enrollment Confirmation

From: PA Customer Care

Sent: Tuesday, June 09, 2015 5:58 PM

To: jondoeman@gmail.com

Subject: Source Power & Gas LLC – Enrollment Confirmation



Thank you - your enrollment completed successfully!

Dear Jon Doe,

Thank you for enrolling your electricity plan with Source Power & Gas LLC. Your confirmation number is **ILJMART06092015-0**.

Below is a confirmation of your plan selection.

Account Details

Account Number	xxxxxxxxxxxx
Service Area	(EDC Name)
Account Name	Jon Doe
Enrollment Date	06/09/2015
Service Address	123 Main, Township, PA 60714
Billing Address	123 Main, Township, PA 60714
Phone Number	456-456-4456
Email Address	jon.doe.man@gmail.com
Estimated Start Date	On the first or second meter read following enrollment acceptance

Plan Details

Plan Name	(EDC Name) Source Secure Fixed 12
Term	12 Months

Energy Charges

6.858¢ per kWh

This price is for the energy charge only and does not include any tax, electric distribution charge, or other EDC fee.

Monthly Charge

\$0.00 per bill cycle

Early Termination Fee

\$150

Links[Uniform Disclosure Statement | Terms of Service](#)

Source Power & Gas LLC Customer Care

For questions regarding your switch to Source Power & Gas LLC or the energy portion of your bill, contact our Customer Care department at (888) 557-0065 8:00 A.M.- 7:00 P.M. CST Monday - Friday.

(EDC Name)

If you are experiencing a power outage or have power lines down in your area, please contact your local electric distribution company for assistance.

Reporting Outages by Phone: (800) xxx-xxxx

Reporting Outages Online: [Click Here](#)

Please contact (EDC Name) Customer Service for questions regarding the delivery portion of your bill:

Residential Customer Service: (800) xxx-xxxx

Business Customer Service: (877) xxx-xxxx

Right of Rescission - You may rescind this contract by contacting Source Power & Gas LLC or (EDC Name). You have three (3) business days to review your agreement and rescind the contract and the enrollment without penalty by contacting Source Power & Gas LLC at PACustomerCare@spgenergy.com or (888) 557-0065 or by contacting (EDC Name) at (800) xxx-xxxx.

[Privacy Policy](#)

Certificate # 13-0710



UNIFORM DISCLOSURE STATEMENT
SOURCE POWER & GAS LLC
(EDC Name) Service Area - Residential

	Average Monthly Use		500kWh	1,000kWh	1,500kWh
	Average Price per kWh		8.8¢	8.8¢	8.8¢

Electricity Price

The price you pay each month includes the Monthly Charge, if any, and the Energy Rate. Charges for delivery service and applicable taxes are not included in this Rate. ComEd will continue to bill you for distribution charges and EDC fees and charges, and Source's charges will be included on (EDC Name)'s bill.

Monthly Charge	\$0.00	per bill cycle < 1000 kWh
Monthly Charge	\$0.00	per bill cycle ≥ 1000 kWh
Energy Rate	\$0.08800	per kWh

Other Key Terms and Questions

Generation prices and charges are set by the electric generation supplier you have chosen. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. See Enrollment Confirmation and Terms of Service statement for a full listing of fees, deposit policy, and other terms.

Disclosure Chart

Type of Product	Fixed Rate
Contract Term	24 months
Early Termination Fee	#### early termination fee will apply under certain conditions.
Contract Rescission	You have the right to rescind your Contract before your enrollment request is submitted to the Electric Distribution Company ("EDC"). You may rescind your Contract and cancel your service with us without penalty or fee within three (3) business days from the date on which you receive your Enrollment Confirmation and this Disclosure Statement by contacting either Source Power & Gas LLC or your EDC.
Automatic Contract Renewal	If the product you chose is a fixed rate product, and if Source Power & Gas LLC desires to renew the Contract, then no later than forty five (45) days prior to the end of your contract term, we will notify you of the pending renewal. The notice will include any changes to the material terms and conditions, including the electricity price, and information regarding how you can terminate the Contract at the conclusion of the current term without penalty. This notice will also include a statement that terminating the Contract without selecting another supplier will return you to your EDC's standard offer service.
What other fees may I be charged?	Fees not included in the price above: Returned Payment Charge: \$35; Late Payment Penalty: 5% of past due balances. Also see the "Billing and Payment" section of the Terms of Service. These fees are not included in the recurring charge. Average prices per kWh shown above do not include state, local or regulatory taxes or assessments or non-recurring charges.

Source Power & Gas LLC, PUC License No. _____, 203 South 7th Street, P.O. Box 181, Beasley, TX 77417
 website: www.spgenergy.com; email: PACustomerCare@spgenergy.com; phone 1-888-557-0065
 Monday - Friday : 8:00 a.m. - 7:00 p.m. CT
 Version No. ER_CMDILUDS000_05122014



Terms of Service for Fixed Rate and Variable Rate Products - Residential

Pennsylvania Public EDC Commission ("PUC")
Electricity Supplier Certificate No. - xxxxxxx
Source Power & Gas LLC
Website: www.spgenergy.com
Email: PACustomerCare@spgenergy.com
Customer Service (toll-free): 1.888.557.0065
Customer Service Fax: 1.888.557.1296
Business Hours: Mon.-Fri. 8:00 am - 7:00 pm CST
Customer Service Hours: Mon. - Fri. 8:00 am - 7:00 pm CST
Mailing Address: Source Power & Gas LLC,
PO Box 203690, Dallas, TX 75320-3690

In the event of an electric emergency, call:
(EDC Name): 1.800.XXX.XXXX

Welcome to Source Power & Gas LLC

Source Power & Gas LLC, your Electricity Supplier, will arrange for the delivery of electricity from your Electric Distribution Company ("EDC") to your service location. Source Power & Gas LLC is an independent seller of power and energy service certified by the PUC and is not representing or acting on behalf of the EDC, governmental bodies or consumer groups. The EDC remains responsible for the delivery of power and energy to your premises and will continue to respond to any service calls and emergencies. Switching to Source Power & Gas LLC will not impact your electric service reliability.

These Terms of Service explain the rights and responsibilities of both you and Source Power & Gas LLC. Your Contract with Source Power & Gas LLC includes the following items: an **Enrollment Confirmation, Uniform Disclosure Statement, and these Terms of Service**. Please keep these Terms of Service for your records. An additional copy may be obtained by contacting Source Power & Gas LLC.

Nature of Offer - These Terms of Service are conditioned on the acceptance of you as a customer by Source Power & Gas LLC. These Terms of Service are for residential customers only. If you are receiving service under these Terms of Service and

are not a residential customer, you may be charged our commercial variable rate or at our commercial fixed price rate, and Source Power & Gas LLC will provide you with the appropriate Terms of Service which will become effective immediately.

Pricing - The Energy Rate is shown in your Enrollment Confirmation. This rate excludes all applicable taxes, EDC distribution charges, or other EDC fees and charges. If you have chosen a fixed rate plan, you will pay the fixed rate per kWh as specified in your Enrollment Confirmation for the length of your Contract term. If you have chosen a variable rate plan, you will pay the rate per kWh as specified in your Enrollment Confirmation for the first billing cycle. After that, your rate will vary according to market conditions, and there is no limit on how much your price may vary from one billing cycle to the next. Please contact your EDC to obtain the previous 24 months' average billed prices for your rate class, however, know that historical pricing is not indicative of present or future pricing.

A monthly Base Charge or Minimum Usage Charge may apply under certain conditions; see your Enrollment Confirmation for more details. Regardless of your product, the price of your EDC's standard offer service electricity rate will change from time to time and, therefore, Source Power & Gas LLC cannot guarantee savings over the EDC's rates for the entire term of this agreement.

Early Termination Fee - If applicable, it will be noted on the Enrollment Confirmation, and as described in the section on Termination by Customer.

Billing and Payment - You will continue to receive one monthly bill from your EDC. That monthly bill will include Source Power & Gas LLC supply charges, EDC charges, and applicable taxes. You will make payment for all of these services directly to your EDC in accordance with the payment terms stated in your EDC's tariffs. This will include the possibility of a late payment fee if your payment is not received by the due date. EDC charges may vary in accordance with applicable rules and tariffs.

If the EDC ceases billing you and Source Power & Gas LLC is required to bill you directly, you will receive a monthly bill that is due and payable sixteen (16) days from the bill date unless that falls on a holiday or weekend, in which case the bill will be due and payable the next business day. Source Power & Gas LLC reserves the right to calculate a bill based on estimated meter readings if the actual meter readings for that billing cycle are not available. Once actual

meter readings are received, Source Power & Gas LLC will issue a new bill for the applicable bill cycle or make adjustments on a subsequent bill.

If Source Power & Gas LLC is required to bill you directly and your bill is not paid by the due date, you will be charged a one-time late payment fee of five percent (5%) of the month's past due amount, interest in the amount of 1.5% per month until paid as obligated, or the highest rate allowed by law, whichever is greater, a returned payment charge of \$35 if applicable, and any collection, legal and attorney fees in the event of default.

Budget Billing – Please contact Source Power & Gas LLC at the toll free number listed in these Terms of Service with questions regarding Budget Billing.

Credit and Deposits – In the event that Source Power & Gas LLC is required to bill you directly, Source Power & Gas LLC may use credit reporting agencies to document and evaluate your credit and/or payment history. If you do not meet our credit standards or cannot demonstrate satisfactory credit, Source Power & Gas LLC may require a deposit from you or may refuse to provide service. If a deposit is required the amount shall follow all regulatory requirements and will be requested prior to beginning service (or soon thereafter) with Source Power & Gas LLC. Source Power & Gas LLC will apply any cash deposit held on your behalf plus any accrued interest as determined by regulatory guidelines to the outstanding balance on your final bill, if applicable, and any excess amount will be refunded to you. Any deposit you provide to us will be held in your name in our records. We may apply any early termination fee against any deposit you have provided to us.

Term, Renewal, and Termination – The term of your service under your Contract will begin on the meter read date or other date of initiation of service set by the EDC and will continue for the period specified in your Enrollment Confirmation. Your meter read date or other date of initiation of service is determined by your EDC; therefore, Source Power & Gas LLC is not liable for any resulting delay in commencement of your service. If the product you chose is a fixed rate product, and if Source Power & Gas LLC desires to renew the Contract, then no later than thirty (30) days prior to the end of your contract term, we will notify you of the pending renewal. The notice will include any changes to the material terms and conditions, including the electricity price, and information regarding how you can terminate the Contract at the conclusion of the current term without penalty. This notice will also include a statement that terminating

the Contract without selecting another supplier will return you to your EDC's standard offer service.

This Contract will automatically renew with the revised terms and conditions, including the updated pricing, unless you cancel the renewal by notifying Source Power & Gas LLC in writing from the date of the renewal notice through the end of your existing Contract term. If notice of termination is received timely and in the appropriate manner as indicated in the renewal notice, this Contract will terminate at the end of the current term, you will not be assessed a termination fee, and you will remain responsible for any unpaid balance as of the termination date. If you terminate your Contract with Source Power & Gas LLC, you will have the option of returning to the EDC's standard offer service or choosing another electricity supplier.

Right to Rescind – *You have the right to rescind your Contract and cancel your service with us without penalty or fee within three (3) business days from the date you receive your Enrollment Confirmation and Disclosure Statement by contacting either Source Power & Gas LLC or your EDC by telephone or in writing.*

Termination by Customer – If an early termination fee is stated in the Enrollment Confirmation, you can terminate your Contract within ten (10) business days following the first bill issued to you for services provided by Source Power & Gas LLC by contacting Source Power & Gas LLC via the toll-free number provided at the beginning of these Terms of Service. You will be responsible for all charges for electricity service due through the date on which your electricity service with us ceases, as well as all other fees, charges and amounts due under your Contract and/or applicable law. If an early termination fee is stated in the Enrollment Confirmation then you agree to pay such early termination fee if you terminate your Contract before the end of your contract term and after ten (10) business days following the first bill issued to you for services provided by Source Power & Gas LLC. The early termination fee is not a penalty, but is designed to compensate Source Power & Gas LLC for the cost of buying electricity in advance on your behalf. If you move to another premise prior to the expiration of your contract term and provide a valid forwarding address to us, then you may terminate your service without the obligation to pay this early termination fee. We may require you to provide sufficient evidence that you have moved and no longer occupy the premises covered by your Contract. Irrespective of the termination or disconnection of your service with us or the termination of your Contract,

you will nonetheless be responsible for all charges for electricity service due through the date on which your electricity service with us ceases, as well as all other fees, charges and amounts due under your Contract and/or applicable law. If you move to a new location, or transfer ownership, you are liable for any charges at the location under Contract until such time as Source Power & Gas LLC has been notified and successfully drops the location back to the EDC's standard offer service or another electricity supplier successfully switches service for this location to them. Any amount owed will be applied to your final bill and may be withheld from any deposits or credits due you upon termination of your Contract. Any remaining unused promotional credits will be forfeited.

If you terminate your Contract with Source Power & Gas LLC, you will have the option of returning to the EDC's standard offer service or choosing another electricity supplier. If you cancel this Contract before the term of the Contract is complete, Source Power & Gas LLC reserves the right to deny you subsequent enrollment in any Source Power & Gas LLC service plans.

Termination of Service by Source Power & Gas LLC - Source Power & Gas LLC may terminate your Contract upon 30 days written notice to you due to non-payment or any other breach by you or upon 30 days written notice if due to a change in law (unless such change in law occurs by operation of law) or other act beyond our reasonable control which has resulted in our ability to no longer serve you. If you fail to cure the non-payment or breach within the 30-day notice period, we may terminate the Contract even if you subsequently cure the breach after such period has expired. If your Contract is for a fixed rate product, Source Power & Gas LLC may terminate this Contract upon 30 days written notice effective as of the end of the then-current term, you will have the option of returning to the EDC's standard offer service or choosing another electricity supplier. If your Contract is for a variable rate product, Source Power & Gas LLC may terminate this Contract at any time by providing 30 days written notice. These notifications can be mailed or emailed to you at the contact information provided by you during the enrollment process.

Upon any termination, you will remain responsible for any unpaid balance as of the termination date. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period; provided you switch to an electric provider other than Source Power & Gas LLC.

Material Changes - Source Power & Gas LLC will provide you with forty five (45) days advance written notice of any material change in the Terms of Service which will either be included in your bill or in a separate mailing from Source Power & Gas LLC. The changes will become binding and effective on the date stated in the notice unless you terminate your Contract prior to the effective date of such material change; provided however, changes in these Terms of Service due to a change required by operation of law (government imposed or State mandated) will not allow you to terminate your Contract as provided above. Notice is not required for material changes that benefit you. Source Power & Gas LLC will only modify the price shown in your Enrollment Confirmation during the contract term due to the occurrence of an event beyond Source Power & Gas LLC's reasonable control that increases our obligations or the cost of performing such obligations under this Contract. If we notify you of such a change in price, you will have the opportunity to terminate this Contract without any further obligation and without penalty by notifying us in writing prior to the date such change becomes effective, in which case your electricity supply service will terminate effective as of the next meter read date following expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but we will not assess an early termination fee.

Customer Information - By entering into this Contract, you hereby authorize your EDC to release to Source Power & Gas LLC certain information that we need to provide you with service, including but not limited to your account name and number, address(es), phone number, billing history, payment history, rate classification, historical and future electricity usage, meter readings, and characteristics of electricity service. We will not give or sell such information to any other party without your consent unless we are required to do so by law or it is necessary to enforce the terms of this Contract.

Discrimination - Source Power & Gas LLC does not discriminate in its providing or denying service to any applicant or customer, or require a prepayment or deposit for service based on a customer's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location in an economically distressed geographic area, or qualification for low income or energy efficiency services. However, we may refuse service to anyone for any other reason permitted by applicable rules.

Disputes or Complaints - Please contact Source

Power & Gas LLC if you have any questions, concerns, or complaints using the contact information for us listed at the beginning of this document. We agree to use commercially reasonable efforts to resolve any dispute that may arise. We will promptly investigate the matter and report our findings to you. If for any reason you are not satisfied with our response, you may contact the PUC's Bureau of Consumer Services' Utility Customer Hotline at 1-800-692-7380 or via their website at www.puc.state.pa.us or via US Mail to Pennsylvania PUC, PO Box 3265 Harrisburg, PA 17105-3265.

Assignment - You may not assign or transfer this Contract, in whole or in part, or any of your rights or obligations hereunder without the prior written consent of Source Power & Gas LLC. Source Power & Gas LLC may, without your consent: (a) transfer, sell, pledge, encumber or assign this Contract or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangement; (b) transfer or assign this Contract to an affiliate of Source Power & Gas LLC; (c) transfer or assign this Contract to any person or entity succeeding to all or substantially all of the assets of Source Power & Gas LLC; and/or (d) transfer or assign this Contract to a licensed third party electric supplier. In the case of (b), (c) or (d) any such assignee shall agree in writing to be bound by the terms and conditions hereof. Upon any such assignment, you agree that Source Power & Gas LLC shall have no further obligations hereunder.

Force Majeure - Source Power & Gas LLC will endeavor in a commercially reasonable manner to provide service, but we do not guarantee a continuous supply of electrical energy. Events that are out of our control ("Force Majeure" events) may result in interruptions in service to you. Please be aware that Source Power & Gas LLC will not be liable for any damages whatsoever for any such interruptions in service. Source Power & Gas LLC does not produce electricity provided to you under this Contract, nor do we transmit or distribute electricity to you. Therefore, you agree that Source Power & Gas LLC is not liable for any damages caused by events of force majeure, including acts of God, acts of any governmental authority including the Illinois Commerce Commission, accidents, strikes, labor disputes, required maintenance work, inability to access the EDC system, nonperformance of the EDC, damages or cuts to service lines or changes in laws, rules, regulations, practices or procedures of any governmental authority, or any other cause beyond the control of Source Power & Gas LLC.

Limitations of Liability - LIABILITY FOR DAMAGES

NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR PENALTIES OF ANY NATURE WHICH ARE HEREBY WAIVED, WHETHER OR NOT THERE WAS ACTUAL KNOWLEDGE OF SUCH POSSIBLE DAMAGES, OR IF SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OR RESPONSIBILITY OF ANY LIABILITY OR DAMAGE. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS CONTRACT.

Representations and Warranties - THE ELECTRICITY SOLD TO YOU UNDER THIS CONTRACT WILL MEET THE APPLICABLE TRANSMISSION AND DISTRIBUTION EDC'S QUALITY STANDARDS FOR SUCH AND WILL BE SUPPLIED FROM A VARIETY OF SOURCES. SOURCE POWER & GAS LLC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT, AND FURTHERMORE, SOURCE POWER & GAS LLC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.