



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE

March 17, 2016

Docket No. A-2016-2530633
Utility Code: 1118543

CERTIFIED

ROB MOSS
TITAN GAS LLC DBA TITAN POWER AND GAS
3355 W ALABAMA SUITE 1170
HOUSTON TX 77098

RE: Electric Generation Supplier License Application of TITAN GAS LLC DBA
TITAN POWER AND GAS

Dear Mr. Ross:

On February 24, 2016, Titan Gas LLC dba Titan Power and Gas' application for an Electric Generation Supplier license was accepted for filing and docketed with the Public Utility Commission. The application was incomplete. In order for us to complete our analysis of your application, the Energy Industry Group requires answers to the attached question(s).

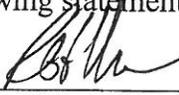
Please be advised that you are directed to forward the requested information to the Commission within 20 days of receipt of this letter. Failure to respond may result in the application being denied. As well, if Titan Gas LLC dba Titan Power and Gas has decided to withdraw its application, please reply notifying the Commission of such a decision.

Please forward the information to the Secretary of the Commission at the address listed below. When submitting documents, all documents requiring notary stamps must have original signatures. Please note that some responses may be e-filed to your case, <http://www.puc.pa.gov/efiling/default.aspx>. A list of document types allowed to be e-filed can be found at <http://www.puc.pa.gov/efiling/DocTypes.aspx>.

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

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

Your answers should be verified per 52 Pa Code § 1.36. Accordingly, you must provide the following statement with your responses:

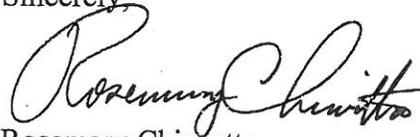
I, , hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the

statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

The blank should be filled in with the name of the appropriate company representative, and the signature of that representative should follow the statement.

In addition, to expedite completion of the application, please also e-mail the information to Ms. Yasmin Snowberger at ysnowberge@pa.gov. Please direct any questions to Yasmin Snowberger, Bureau of Technical Utility Services, at ysnowberge@pa.gov (preferred) or (717) 425-5540.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rosemary Chiavetta".

Rosemary Chiavetta
Secretary

Enclosure

Docket No. A-2016-2530633
Titan Gas LLC dba Titan Power and Gas (Titan)
Data Request

1. Reference Application, Section 2.b, Business Entity Filings and registration. Applicant has indicated Titan is a domestic limited liability company. Titan was formed in Texas, not Pennsylvania. Titan is a foreign (non-Pennsylvania limited liability company). Please provide a revised page 6 of the application.
2. Reference Application, Section 5.a, Criminal/Civil Proceedings – Applicant failed to state specifically if the Applicant has no proceedings to list. *Applicant has no proceedings*
3. Reference Application, Section 5.c and d – Customer/Regulatory/Prosecutory Actions– Applicant has failed to identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, etc. Please note that several complaints have been filed with the Houston Area Better Business Bureau by customers regarding Titan. Please describe these complaints and any actions taken by Titan to resolve these complaints. Applicant failed to disclose complaints received by New York State Dept. of Public Service, Office of Consumer Services for Titan Gas, LLC. Please describe these complaints and any actions taken by Titan to resolve these complaints.
4. Reference Application, Section 9, Disclosure Statements – Applicant failed to provide a sample disclosure statement. Please provide a Residential and Small Commercial disclosure statement.
5. Reference Application, Section 8.a, Technical Fitness – Has Applicant previously operated in the State of Illinois? Illinois PUC lists Applicant as having a Revoked license. Please explain. Applicant's website indicates Applicant operates in New York. Please provide license status for NY.
provide *Look @ NY PSC website for certificate*

*Look @ office of Consumer Services
~~NY Bureau~~
Jan 2016*

Data Request Point 1

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)
- X 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. **Please view Attachment 1**

Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. **Please view Attachment 2**

Give name and address of officers. **Please view Attachment**

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.

Data Request Point 2

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

February 1st 2016

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.

Titan does not have any criminal or civil proceedings within the last five 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.

Not Applicable to Titan Gas and Power

- 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.

Titan has not had any formal complaints or escalated actions filed.

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

Data Request Point 3



Complaints and Dispute Resolution:

Customer complaints will be investigated and a status report will be provided to the customer and/or the staff within 5 calendar days of the complaint. Once the investigation is completed, Titan will report the results to the customer and staff if the complaint originated from the staff. If the customer disputes the results, Titan will provide the customer with the PUC staff's current mailing address, toll free numbers, and the commission's website.

Titan shall make good faith efforts to resolve disputes and cooperate with the resolution of any joint issues with the utility. Complaint records will be kept on file and available for 1 year or longer.

New York escalated disputes:

Titan has received three escalated disputes. These disputes were a result of National Grid not refunding the customer the budget billed balance once the customer left Titan. Titan worked with the utility and resolved two of these complaints and is in process to resolve the third.

Titan's Sample Disclosure Statement

Data Request Point 4



TITAN GAS and POWER, LLC ("Titan")

RESIDENTIAL FIXED PRICE SALES AGREEMENT

Customer Disclosure Statement

Enrollment provision: The residential customer can rescind this agreement within 3 business days of receiving the terms and conditions.

Price: This agreement is an agreement to supply electricity at an Introductory Fixed Price of **0.00 cents per kwh**. Upon completion of the Introductory Term, **upon completion of the Term, the price will be a variable rate that may change at the sole discretion of Titan Gas and Power**. See Paragraph 5 for details.

Term: The Introductory Term begins in the **month/year of August 2014** on a day determined by your EDC and will continue for **12 months** ending in the **month/year of July 2015**. Upon completion of the Introductory Term, the agreement will renew on a month to month basis. See Paragraph 4 for details.

Cancellation Fee: If the customer cancels this agreement prior to the expiration of the fixed price term, Titan could incur hedging losses. **A Cancellation Fee will apply in the event of early cancellation of the Introductory Term of the agreement. There are no cancellation fees once the fixed price term has expired. See Paragraphs titled Cancellations and Penalties, Fees, and Exceptions for details on cancellation during the Introductory Term.**

Background: Titan Gas and Power is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity services in Pennsylvania. Our PUC license number is A-XXXX-XXXXXX. We set the Commodity prices and charges that you pay. The Public Service Commission regulates the distribution, delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services.

2) Definitions:

Generation Charge - Charge for production of electricity.

Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

3) Agreement to Sell and Purchase Energy: This is an agreement between Titan and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with Titan (the "Agreement"). Subject to the terms and conditions of this Agreement, Titan agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Titan, necessary to meet Customer's requirements based upon consumption data obtained by Titan or the delivery schedule of the Electric Distribution Company (EDC). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Titan or the EDC's delivery schedule

4) Term: This Agreement will begin on a day set by the EDC in the **month/year of XX/XX** and will continue for **12 months** ending in the **month/year XX/XX** with the exact days determined by your EDC (Introductory Term). Upon completion of the Introductory Term, this agreement will renew on a month to month basis unless Titan sends written notification of proposed changes. Any such written notice of proposed changes to terms and conditions, customer's right to renew, cancel or renegotiate, will be sent 90 days and 60 days prior to renewal date advising customer. While receiving service on a month to month basis, customer or Titan may cancel agreement without penalty or fees.

5) Pricing and Billing -This contract is an agreement to supply electricity at an Introductory Fixed Price of **0.00 cents per kwh**. **Upon completion of the Term, the price will be a variable rate that may change at the sole discretion of Titan Gas and Power**. Commodity charges include estimated total state taxes and exclude Pennsylvania sales tax, if applicable. Customer will receive a single bill for both commodity and delivery costs from the EDC. When electricity supply service from Titan ends, the final bill will be rendered after the final meter reading by the EDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided. To find information on our historical or current variable price, you may call toll free 1-888-251-7006 or visit our website at www.titangasandpower.com.

6) Information Release Authorization: Customer authorizes Titan to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the EDC: consumption history; billing determinants; account number; credit information. This information may be used by Titan to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be

disclosed to a third party unless required by law. Customer's acceptance of this Agreement shall constitute authorization for the release of this information to Titan. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to Titan or by calling Titan at 1-888-251-7006. Titan reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7) Cancellation: Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Titan at 1-800-251-7006 or in writing. Customer acknowledges that in the event of a cancellation of this Agreement after Customer's service has been switched to Titan, it may take up to 10 weeks for Customer to return to the EDC for commodity supply service, and Customer is liable for all Titan charges until Customer's switch to the EDC or another supplier is effective. **Cancellation of this Agreement prior to the end of the Introductory Term shall result in a Cancellation Fee equivalent to \$10.00 per month times the number of months remaining in the Introductory Period. Titan may only charge an early cancellation fee for the Introductory Period.**

Common reasons for cancellation include:

Termination by EDC- In the event your electricity service is terminated by your EDC, this agreement will be cancelled effective on the date that your electricity service is terminated.

Company Initiated Cancellation- If Titan cancels this agreement for any reason other than customer non-payment, Titan will follow applicable rules in providing notice to you or give you at least 15 days advance notice, whichever is longer. There will be no cancellation fee.

Customer Initiated Cancellation- Cancellation of this agreement prior to the end of the Introductory Term will result in early Cancellation Fees mentioned below.

Customer Relocation: If the customer moves from the address listed above, this agreement is cancelled and no cancellation fee will be imposed.

Non-Payment – If payment for Titan services is not made, Titan reserves the right to cancel the agreement with 15 days notice.

8) Penalties, Fees, and Exceptions:

Cancellation Fee - Cancellation of this Agreement prior to the end of the Introductory Term shall result in a Cancellation Fee equivalent to \$10 per month times the number of months remaining in the Introductory Term under this agreement.

9) Change in Terms: If you have an Introductory Fixed Price Agreement that is longer than three months and we propose to change our terms of service, we will send you written notice in the third and second bills for supply charges or in separate mailings at about 90 days and 60 days before the effective date of the changes. We will explain your options in these advance notices.

10) Dispute Resolution: Contact us regarding any questions concerning our terms of service using the contact information found below paragraph 11. You may call the PUC using the contact information in paragraph 11 if you are not satisfied after discussing the terms with Titan. In the event of a billing dispute or a disagreement involving Titan's service hereunder, the parties will use their best efforts to resolve the dispute.

11) Contact Information: Customer may contact Titan's Customer Service Center at 1-888-251-7006, Monday through Friday 8:00 a.m. - 6:00 p.m. EST (contact center hours subject to change). Customer may write to Titan at: Titan Gas, LLC 3355 W Alabama, Suite 1170, Houston, TX 77098. Customer may also contact the Public Utility Service (PUC) at 1-800-692-7380 or write to P.O. Box 3265 Harrisburg, PA 17105-3265, or www.puc.pa.gov. The Utility and the Universal Service Program may be contacted at 1-800-276-2722 or write to [Utility at Street City State Zip](#).

12) Assignment: Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Titan. Titan may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the PUC.

13) Agency: Customer hereby appoints Titan as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over interstate facilities and those of the EDC needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

14) Title: All electricity sold under the Agreement shall be delivered to a location considered the "Point of Delivery," and shall constitute the point at which the sale occurs and title passes from Titan to Customer.

15) Warranty: This Agreement, including applicable attachments, as written makes up the entire Agreement between Customer and Titan. Titan makes no representations or warranties other than those expressly set forth in this Agreement, and Titan expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

16) Force Majeure: Titan will not be liable for any interruptions caused by Force Majeure Events, and Titan is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on its distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond Titan's control.

17) Liability: The remedy in any claim or suit by Customer against Titan will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Titan or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

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

19) Taxes and Laws: Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Titan's net income, shall be paid by Customer, and Customer agrees to indemnify Titan and hold Titan harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

20) Regulatory Changes: If at some future date there is a change in any law, rule, regulation or pricing structure whereby Titan is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Titan shall have the right to cancel this Agreement on 30 days' notice to Customer.

21) Emergency Service: In the event of a service interruption or other emergency, Customer should immediately call the Utility at x-xxx-xxxx for emergency personnel. Customer should then call Titan at: 1-888-251-7006

22) Parties Bound: This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

Data Request Point 5

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE
814 ELLICOTT SQUARE BUILDING, 295 MAIN STREET, BUFFALO, NY 14203-2508
Internet Address: <http://www.dps.state.ny.us>

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General Counsel
JACLYN A. BRILLING
Secretary

August 8, 2006

Mr. Alan Biney
Titan Gas, LLC
9700 Richmond Avenue
Houston, TX 77042

Re: Titan Gas, LLC ESCO Status

Dear Mr. Biney:

Thank you for submitting the Retail Access Application Package to become an ESCO serving residential and non residential natural gas customers in New York State. This letter is to inform you that the documentation submitted in your application has been reviewed by Staff and found to be in compliance with the New York State ESCO eligibility requirements that are implemented by codes and regulations found in the Uniform Business Practices and the Home Energy Fair Practices Act.

I am pleased to notify you that Titan Gas, LLC, has successfully met New York's EDI Phase I certification requirements for Core Transactions – Dual Billing and Utility Rate Ready Consolidated Billing effective August 7, 2006. All requirements therefore, for this first stage of your eligibility determination have now been satisfied.

Please be advised that you may now continue with the utility eligibility stage of this approval process by contacting those companies in whose service territories you intend to participate. The utility eligibility stage normally consists of a creditworthiness determination, completion of Phase III EDI testing and the execution of any operating or billing service agreements. Please note that each utility's eligibility requirements pertain only to their retail access programs.

Once you have satisfactorily completed the utility eligibility stage, Staff will be notified by the utility of your success. It would be helpful if Titan Energy, LLC also notifies Staff of the actual production date in the utility service territories you intend to enroll customers. I will at that point verify that all eligibility requirements have been satisfied.

Be advised that to maintain your ESCO eligibility, you must immediately notify staff of any substantive legal, financial or operating changes to your company. Finally, you must submit a statement annually, by January 31st, indicating that the previous year's information from your Retail Access application form and package remains current; otherwise, you must submit a statement identifying any revisions.

We would like to post your Company in our Marketer Sources Directory on the PSC Web site. I would ask that you now provide me with the actual company name, street and internet address along with the name, phone and fax numbers, and email address of your company's customer service contact. We will only post that information on our Web site once the approval process has been completed. Also, please provide the same information for an individual designated as your regulatory contact. You may contact me at your convenience with any questions or concerns at 716-847-3418, or by email at Paul_Emerson@dps.state.ny.us.

Sincerely,

A handwritten signature in black ink that reads "Paul C. Emerson". The signature is written in a cursive style with a large initial "P" and "E".

Paul C. Emerson
Market Operation and Design
Office of Retail Market Development

cc. Usher Fogel



**Department of
Public Service**

Public Service Commission

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Commissioners

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General Counsel
Kathleen H. Burgess
Secretary

Three Empire State Plaza, Albany, NY 12223-1350
www.dps.ny.gov

February 23, 2016

Ken Gebhard
Titan Gas, LLC.
3355 West Alabama Street, Suite 1170
Houston, TX 77098
kgebhard@titannatgas.com

RE: Titan Gas, LLC. - January Compliance 2016

Dear Mr. Gebhard:

Thank you for your recent submittal pursuant to Section 2.D.1 of the New York State Department of Public Service's Uniform Business Practices (UBP). This letter is to inform you that the documentation submitted has been reviewed by Staff and determined to be in compliance with the UBP.

Be advised that to maintain your ESCO eligibility, you must notify Staff of any contact changes, substantive legal, financial or business related changes to your company as they occur. If your business plan changes and you decide to expand your service offerings, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

If you are using vendors to provide ESCO related services (e.g., EDI), the ESCO remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors that you are now using.

Please do not hesitate to contact me with any further questions or concerns at (518) 473-2943 or Kirsten.ewing@dps.ny.gov.

Sincerely,

Kirsten Ewing
Office of Consumer Services