

STEVENS & LEE
LAWYERS & CONSULTANTS

17 North Second Street
16th Floor
Harrisburg, PA 17101
(717) 234-1090 Fax (717) 234-1099
www.stevenslee.com

Direct Dial: (717) 255-7365
Email: mag@stevenslee.com

April 21, 2016

VIA HAND DELIVERY

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

**Re: Application of Atlantic Energy MD, LLC for Approval to Offer, Render, Furnish
or Supply Electric Generation Services as a Supplier**
Docket No. A-_____

Dear Secretary Chiavetta:

Enclosed for filing please find an original plus one copy of the Application of Atlantic Energy MD, LLC for Approval to Offer, Render, Furnish or Supply Electric Generation Services as a Supplier, along with all required affidavits and attachments. **Please note that Exhibit 3 (Summary of Financial and Technical Fitness), Exhibit 4 (Financial Information), Exhibit 5 (Evidence of Insurance), and Exhibit 6 (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 3-6 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 \$250,000, and
- A CD-Rom containing a .pdf copy of the Application.

2016 APR 21 PM 1:42
PA PUC
SECRETARY'S BUREAU

RECEIVED

Philadelphia • Reading • Valley Forge • Allentown • Harrisburg • Lancaster • Scranton
• Wilkes-Barre • Princeton • Charleston • New York • Wilmington

A PROFESSIONAL CORPORATION

STEVENS & LEE
LAWYERS & CONSULTANTS

VIA HAND DELIVERY
Secretary Rosemary Chiavetta
April 21, 2016
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. Grun

Encl.
cc: Certificate of Service

RECEIVED
2016 APR 21 PM 1:43
PA PUC
SECRETARY'S BUREAU

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of **Atlantic Energy MD, LLC, d/b/a Atlantic Energy** for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) **Supplier of Electricity** 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:

Atlantic Energy MD, LLC, d/b/a Atlantic Energy

One Shore Avenue, Unit # 1, Oyster Bay, NY 11771

www.atlanticenergyco.com

1-800-917-9133

- 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.

Registered Agent Solutions, Inc.
125 Locust Street
Harrisburg, PA 17101

- 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.

Leonard Scarola
Chief Financial Officer
One Shore Avenue, Unit #1, Oyster Bay, NY 11771
Phone: 1-800-917-9133
Fax: 516-922-2055
Email: leonard@atlanticenergyco.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
Stevens & Lee
A. Stevens & Lee/ Griffin Company
17 N. 2nd Street, 16th Fl, Harrisburg, PA 17101
Phone: 717-255-7365
Fax: 610-988-0852
Email: mag@stevenslee.com

RECEIVED
2016 APR 21 PM 1:43
PA PUC
SECRETARY'S BUREAU

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** Provide the name, title, address, telephone number, FAX number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** 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.

Sara Petrozza
Director of Customer Service
One Shore Avenue, Unit # 1, Oyster Bay, NY 11771
Phone: 1-800-917-9133
Fax: 516-922-2055
Email: sara@atlanticenergyco.com

Alternate:

Nick Capozzo
Director of Operations
One Shore Avenue, Unit #1, Oyster Bay, NY 11771
Phone: 1-800-917-9133
Fax: 516-922-2055
Email: nick@atlanticenergyco.com

RECEIVED
2016 APR 21 PM 1:43
PA PUC
SECRETARY'S BUREAU

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. **See copy of Pennsylvania Foreign Registration Statement, attached hereto as Exhibit 1.**
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. **Applicant is organized in the State of Maryland. See copy of Maryland Articles of Organization attached hereto as Exhibit 2.**
- Give name and address of officers.

**Patrick Linden, Chief Executive Officer, One Shore Avenue, Unit #1, Oyster Bay, NY 11771
Leonard Scarola, Chief Financial Officer One Shore Avenue, Unit #1, Oyster Bay, NY 11771**

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.

Atlantic Energy, LLC One Shore Avenue, Unit # 1, Oyster Bay, NY 11771, is an affiliate of the Applicant that is licensed as a competitive electric supplier in the state of New York. Applicant does not have any affiliates currently doing business or applying to do business in 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.

The applicant does not have any predecessors

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.

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.

Applicant will be providing competitive electricity supply

- 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 checked="" type="checkbox"/> Duquesne Light | <input checked="" type="checkbox"/> PPL |
| <input checked="" type="checkbox"/> Met-Ed | <input type="checkbox"/> UGI Utilities |
| <input checked="" type="checkbox"/> PECO | <input type="checkbox"/> Wellsboro |
| <input checked="" type="checkbox"/> Penelec | <input checked="" type="checkbox"/> West Penn |
| <input checked="" type="checkbox"/> Penn Power | |
| | <input type="checkbox"/> 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 (Except Mixed Meter)
- Other (Describe):

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

July 1, 2016 or upon approval 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.

The Applicant 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.

N/A

- 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.

The Applicant's New York affiliate, Atlantic Energy, LLC has received approximately 64 customer complaints in the three years that it has operated in New York. Atlantic currently has approximately 10,000 retail customers in New York.

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

The majority of the complaints referenced above were price related, in that the customers were on fixed rate plans, and market prices declined after the start of their contract. The other main category of complaints involved business owners or managers who questioned the decision by other managers or employees to enroll with Atlantic. Every single one of the complaints was resolved amicably without a hearing, and none of the complaints involved any finding of wrongdoing by Atlantic.

6. PROOF OF SERVICE

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(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:

Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2 West
Harrisburg, PA 17120

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

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

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

Office of the Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101

- 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.

Pike County Light & Power Company:
Director of Customer Energy Services
Orange and Rockland Company
390 West Route 59
Spring Valley, NY 10977-5300

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

RECEIVED
2016 APR 21 PM 1:46
PA PUC
SECRETARY'S BUREAU

Met-Ed, Penelec, and Penn Power:

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

Citizens' Electric Company:

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

UGI:

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

Wellsboro Electric Company:

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

RECEIVED

2016 APR 21 PM 1:46

PA PUC
SECRETARY'S BUREAU

7. 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, such as a parental guarantee, in the amount of \$250,000.
- For Marketers and Brokers** - 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.

CRITICAL BONDING NOTES:

Applicant is required to maintain a bond or other financial instrument the entire time it maintains an EGS license with the Commonwealth of Pennsylvania. If Applicant's security instrument is not continuous, Applicant **MUST** submit a Rider, Amendment, or Continuation Certificate annually based on the expiration date of its security instrument.

Sixty days (60) prior to the security instrument's expiration date, Applicant should contact Stephen Jakab at sjakab@pa.gov to determine the appropriate bonding amount based on a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, Applicant should overnight the updated security instrument(s) at least thirty (30) days prior to the expiration date to ensure adequate time for staff review and approval of the security instrument(s).

Example version of a bond, letter of credit, and parental guarantee are attached at Appendix D, E, & F, respectively. 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.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- 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.
- 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.
- *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 Summary of Technical and Financial Fitness, attached hereto as CONFIDENTIAL Exhibit 3.
See income statement and balance sheet for Applicant's affiliate's New York operations, attached hereto as CONFIDENTIAL Exhibit 4.
See Applicant's evidence of Property and Liability Insurance, attached hereto as CONFIDENTIAL Exhibit 5.

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.

See Summary of Technical and Financial Fitness, attached hereto as CONFIDENTIAL Exhibit 3.

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

N/A

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.

Mallozzi & Dwyer
Pat Mallozzi, Accountant
66 New Hyde Park Road, Suite 204, Garden City, NY 11530
Phone: 516-328-1000
Fax: 516-328-2273
email: mdcpas@hotmail.com

f. TAXATION: Complete the TAX CERTIFICATION STATEMENT attached as Appendix G 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 completed Tax Certification Statement, attached hereto as CONFIDENTIAL Exhibit 6.

8. 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.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- 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.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

See Summary of Technical and Financial Fitness, attached hereto as CONFIDENTIAL Exhibit 3

See Proof of Membership in PJM, attached hereto as Exhibit 7.

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

- 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.

See explanation incorporated into response to subsection (d), below.

- 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.

Atlantic will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with Atlantic's best practices and training standards. The elements of the compliance program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

Agents will be trained on all requirements of 52 Pa. Code 54.7 and 111.5 – 111.12 before commencing marketing. The following standards will be specifically emphasized and incorporated into sales training: the need to produce and make visible the Atlantic photo-ID; the requirement provide a copy of the Atlantic Terms and Conditions and Disclosure Statement, the requirement to inform the customer that the agent represents Atlantic, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding Atlantic's products and services immediately upon request which shall include Atlantic's name and telephone number for inquires, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.

All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the applicable Commission regulations at 52 Pa. Code 54.5

A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with Atlantic's standards. The salesperson will be informed of any deficiencies and the corrective action(s) to be taken. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.

All Door to Door sales will be confirmed by the use of either a third party verification process or by an automated voice verification system owned and operated by Atlantic. All recordings and TPV will follow the requirements codified the Commission's regulations and will be designed to confirm the customer's intent to either initiate and enroll supply service with Atlantic or continue or modify the service they receive from Atlantic. Atlantic will design and review the script used for such verifications.

In addition, Atlantic will, on a random and regular basis, conduct in-field reviews of door to door solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he/she may be terminated if the deficiency is not immediately corrected. Atlantic will work with the representative to address any identified deficiency. Atlantic will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Atlantic's quality control standards.

Atlantic will also, on a random and regular basis, review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he/she may be terminated if the deficiency is not immediately corrected. Atlantic will work with the representative to address any identified deficiency. Atlantic will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Atlantic's quality control standards.

Atlantic will design and review the marketing script and verifications to be used for all sales solicitations. Atlantic will ensure that background checks are conducted on all prospective salespersons to ensure they are suitable for employment on Atlantic's marketing campaigns.

- e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

See resumes of Patrick Linden, CEO, Leonard Scarola, CFO, and Sara Petrozza, Director of Customer Service, attached hereto as Exhibit 8

- 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

9. DISCLOSURE STATEMENTS:

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 H 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.

See sample residential and small commercial disclosure statement (with contract summary) attached hereto as Exhibit 9.

10. 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). **See Proof of PJM Registration, attached hereto as Exhibit 7.**
- 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.

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.

AGREED

- e. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling electricity in the Commonwealth of PA, and an annual supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

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.

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.

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.

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.

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 K.

AGREED

- k. **FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by **CERTIFIED CHECK OR MONEY ORDER** in the amount of **\$350.00** payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

PAYMENT ENCLOSED

11. AFFIDAVITS

Must be notarized before filing.

- 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.
- 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.

12. NEWSPAPER PUBLICATIONS

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

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. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

The chart below dictates which newspapers are necessary for each EDC. For example, an applicant that wants to operate in Penn Power would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

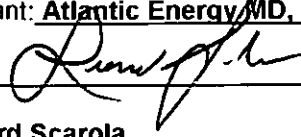
The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh 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 hereto as Exhibit 10.

13. SIGNATURE

Applicant: Atlantic Energy MD, LLC, d/b/a Atlantic Energy

By:  _____

Leonard Scarola

Title: CFO

RECEIVED
2016 APR 21 PM 1:46
PA PUC
SECRETARY'S BUREAU

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of New York :

: ss.

County of Queens :

Leonard Scarola, Affiant, being duly sworn according to law, deposes and says that:

He is the Chief Financial Officer of Atlantic Energy MD, LLC, d/b/a Atlantic Energy;

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

That the Applicant herein Atlantic Energy MD, LLC, d/b/a Atlantic Energy 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 Atlantic Energy MD, LLC, d/b/a Atlantic Energy has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Atlantic Energy MD, LLC, d/b/a Atlantic Energy 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 Atlantic Energy MD, LLC, d/b/a Atlantic Energy 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 15th day of April, 2016.



Signature of official administering oath

RECEIVED
2016 APR 21 PM 1:46
PA PJC
SECRETARY'S BUREAU

My commission expires 11-9-17

MANOLI KALAMOTOUSAKIS
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KA6213500
Qualified in Queens County
My Commission Expires November 09, 2017

Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of New York :

ss.

County of Queens :

Leonard Scarola, Affiant, being duly sworn according to law, deposes and says that:

He is the Chief Financial Officer of Atlantic Energy MD, LLC, d/ba Atlantic Energy

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

That Atlantic Energy MD, LLC, d/b/a Atlantic Energy the Applicant herein, acknowledges that Atlantic Energy MD, LLC, d/b/a Atlantic Energy 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 Atlantic Energy MD, LLC, d/b/a Atlantic Energy, 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 Atlantic Energy MD, LLC, d/b/a Atlantic Energy, 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 Atlantic Energy MD, LLC, d/b/a Atlantic Energy, 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 15th day of April, 2016.



Signature of official administering oath

My commission expires 11-9-17.

MANOLI KALAMOTOUSAKIS
NOTARY PUBLIC-STATE OF NEW YORK
No. 02KA6213500
Qualified in Queens County
My Commission Expires November 09, 2017

RECEIVED
2016 APR 21 PM 1:45
PA PUC
SECRETARY'S BUREAU

EXHIBIT 1

Foreign LLC Registration Statement (Application section 2)

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Entity# : 6382419
Date Filed : 03/23/2016
Pedro A. Cortés
Secretary of the Commonwealth

Return document by mail to:

Stevens + Lee - box at counter

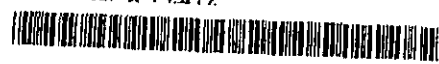
Name _____

Address _____

City _____ State _____ Zip Code _____

Return document by email to: mmz@stevenslee.com

Foreign Registration Statement
PCSON-15.412



TCO160330JF0963

Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$250

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

Atlantic Energy MD, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

A resolution of the governors adopting the name in 2A for use in registering to do business in this Commonwealth must be attached.

3. The jurisdiction of formation is: Maryland

4. The street and mailing address of the association's principal office.

1 Shore Road, Unit 1 Oyster Bay New York 11771
Number and street City State Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

836 Park Avenue 2nd Floor, Unit B, Baltimore, Maryland 21201
Number and street City State Zip

SL1 1408325v1 109899.00003 2016 MAR 23 PM 3:47

PA DEPT. OF STATE

RECEIVED
 2016 APR 21 PM 1:45
 PA PUC
 SECRETARY'S BUREAU

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) -- not both:

(a) _____
Number and street City OR State Zip County

(b) c/o: Registered Agent Solutions, Inc. Dauphin
Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: _____ at _____
Date (MM/DD/YYYY) Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

The association is a limited liability company which is not organized to render any of the below professional service(s).

The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

- | | | | |
|---------------------------------------|---|---|---|
| <input type="checkbox"/> Chiropractic | <input type="checkbox"/> Dentistry | <input type="checkbox"/> Law | <input type="checkbox"/> Medicine and surgery |
| <input type="checkbox"/> Optometry | <input type="checkbox"/> Osteopathic medicine and surgery | <input type="checkbox"/> Podiatric medicine | <input type="checkbox"/> Public accounting |
| <input type="checkbox"/> Psychology | <input type="checkbox"/> Veterinary medicine | | |

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof: this 23 day of March, 2016.

Atlantic Energy MD, LLC

Name of Association

[Signature]
Signature

CFO

Title

EXHIBIT 2

Articles of Organization (Application section 2)

STATE OF MARYLAND

Department of Assessments and Taxation

I, Paul B. Anderson, Charter Administrator of the Maryland Department of Assessments and Taxation, hereby certify that the attached document, inscribed with the same Authentication Code, is a true copy of the public record of the **Articles of Organization**

for

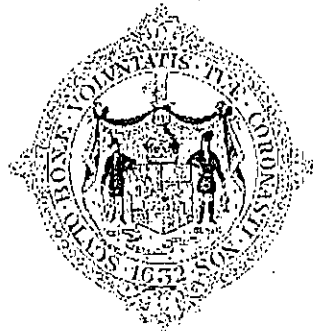
ATLANTIC ENERGY MD, LLC

I further certify that this document is a true copy generated from the online service with the Department of Assessments & Taxation.

In witness whereof, I have hereunto subscribed my signature and affixed the seal of the State Department of Assessments and Taxation of Maryland at Baltimore on this **September 22, 2015**



Paul B. Anderson
Charter Administrator



301 West Preston Street, Baltimore, Maryland 21201
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice
Fax (410) 333-7097

Online Certificate Authentication Code: **5000000000510320**
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>

ARTICLES OF ORGANIZATION

The undersigned, with the intention of creating a Maryland Limited Liability Company files the following Articles of Organization:

(1) The name of the Limited Liability Company is:

ATLANTIC ENERGY MD, LLC

(2) The purpose for which the Limited Liability Company is filed is as follows:

Energy Sales & to engage in any lawful act or activity for which limited liability companies may be organized under Maryland State Law.

(3) The address of the Limited Liability Company in Maryland is:

836 Park Ave., 2nd Floor, Unit B, Baltimore, MD, 21201

(4) The Resident Agent of the Limited Liability Company in Maryland is:

Registered Agent Solutions, Inc.

whose address is:

836 Park Ave., 2, Baltimore, MD, 21201

(5) Signature(s) of Authorized Person(s):

Steven Weiss

(6) Signature(s) of Resident Agent(s):

STEVEN WEISS, ASSISTANT SECRETARY

(7) Filing party's name and return address:

**Steven Weiss, Allstate Corporate Services Corp.,
1222 Avenue M, Suite 301, Brooklyn, NY, 11230**

I hereby consent to my designation in this document.

EXHIBIT 7

Proof of PJM Membership (Application sections 8,10)



2750 Monroe Blvd.
Valley Forge Corporate Center
Norristown, PA 19403-2497

February 17th, 2016

Leonard Scarola
Atlantic Energy MD, LLC
One Shore Avenue
Unit # 1
Oyster Bay, NY 11771

Dear Mr. Leonard Scarola,

Welcome to PJM!

As promised, enclosed is the signed membership agreement for your records. To ensure your needs are met, either Michelle Souder or Risa Holland will be your initial point of contact and will reach out to you to welcome you and talk about PJM. They can be contacted at Michelle.Souder@pjm.com (610-666-4729) or Risa.Holland@pjm.com (610-666-8969). You may also contact our Customer Service Center at 866-400-8980 should you have any questions as well.

Thank you,

A handwritten signature in black ink that reads "Megan McLaverty".

Megan McLaverty
PJM Interconnection

Enclosures

----- Forwarded message -----

From: **McLavery, Megan** <Megan.McLavery@pjm.com>
Date: Wed, Feb 17, 2016 at 9:34 AM
Subject: Membership Approval - Atlantic Energy MD, LLC
To: "lisasatlantic@gmail.com" <lisasatlantic@gmail.com>
Cc: "McLavery, Megan" <Megan.McLavery@pjm.com>, "Souder, Michelle" <Michelle.Souder@pjm.com>, "Holland, Risa J." <Risa.Holland@pjm.com>, "Jew, Wai M." <Wai.Jew@pjm.com>, "Disciullo, Nicholas" <Nicholas.Disciullo@pjm.com>

Welcome to PJM!

Atlantic Energy MD, LLC has been approved for PJM membership in Other Supplier sector and will be announced at the Members Committee ("MC") meeting to be held 2/25/2016. Original copies of your signed agreements will be mailed to the Members Committee representative selected by your organization, for your records.

To ensure your needs are met, either Michelle Souder or Risa Holland will be your initial point of contact, and will reach out to you to welcome you and talk about PJM. You can also contact our Customer Service Center at [866-400-8980](tel:866-400-8980) should you have any questions in the meantime.

We offer new members the opportunity to participate in a quarterly open house session covering a PJM 101 general overview hosted by your client manager. These sessions are scheduled from 9:00 a.m. – 11:00 a.m. Members may participate in an open discussion of the presentation material. If you wish to schedule a visit session, please contact Robert Wolfinger, the visit coordinator. He can be reached at [610-666-4777](tel:610-666-4777) or Robert.Wolfinger@pjm.com. Feel free to visit the following page on our site for a complete list of PJM trainings:
<http://www.pjm.com/training.aspx>

Included in this email you will also find the **Stakeholder Process** document, which walks through PJM's stakeholder process at a very high level. Also attached is our **New Member Quick Guide**, which explains how to get started in PJM's stakeholder world – setting up accounts, education, attending meetings, joining rosters and distributions lists. Finally, you will find your complete **Welcome Kit** and PJM.com guide.

Thank you and welcome to PJM!

Megan McLaverty

Membership Specialist, Member Support Services

(610) 666-8832 | Hotline: (866) 400-8980 | Megan.McLaverty@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

Application for Membership
Between
PJM Interconnection, L.L.C.
and

Atlantic Energy MD, LLC

This Application for Membership Agreement ('Agreement') is entered into between PJM Interconnection, L.L.C. ('PJM') and ('Applicant'). The purpose of this Agreement is to apply to become a member of the PJM and to participate under the PJM Amended and Restated Operating Agreement, Third Revised Rates Schedule FERC No. 24 ('Operating Agreement'). The Applicant has read and understands the terms and conditions of the Operating Agreement. The Applicant agrees to accept the concepts and obligations set forth in this Agreement and the Operating Agreement posted on the PJM website at: <http://www.pjm.com/documents/agreements/pjm-agreements.aspx>.

The Applicant also commits to supply data required for coordination of planning and operating, including data for capacity accounting, and agrees to pay all costs and expenses in accordance with the Operating Agreement and all other applicable costs under the PJM Open Access Transmission Tariff ('Tariff'). Such costs include but are not limited to: (i) payment obligations under Schedule 3 of the Operating Agreement; (ii) costs under Schedule 9 of the PJM Tariff; and (iii) potential default allocation payment obligations pursuant to Section 15.2 of the Operating Agreement (PJM may, under the Operating Agreement, declare members in default for not paying their invoices. If that occurs, PJM may pursue collection of the overdue invoices that exceed the collateral PJM holds from the defaulting member as well as take steps to terminate the defaulting members' membership. According to the Operating Agreement, all members are required to pay a portion of the payment default that exceeds the defaulting member's collateral held by PJM.)

The Applicant will pay the annual fee of \$5,000 for the remainder of the year of application upon notification of PJM application approval per Schedule 3.

The Applicant recognizes that it shall become a member of PJM effective as of the date that the Applicant receives the supplement to the Operating Agreement in the form prescribed in Schedule 4 of the Operating Agreement signed by the Applicant and countersigned by the President of PJM pursuant to section 11.6 of the Operating Agreement.

This Agreement will remain in effect until notice of termination is given in writing by the authorized representative of either the Applicant or PJM. Any financial obligations must be satisfied prior to termination of the Applicant's obligations and responsibilities under the PJM Agreement.

Applicant:

Signature: 

Name: Leonard Scarola

Title: CFO

Date: 11/05/2015

PJM Interconnection, L.L.C.

Signature: 

Name: Erin L. Schmitt

Title: Manager, Member Support Services

Date: 2/17/16

SCHEDULE 4

STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC

Any entity which wishes to become a Member of the LLC shall, pursuant to Section 11.6 of this Agreement, tender to the President an application, upon the acceptance of which it shall execute a supplement to this Agreement in the following form:

Additional Member Agreement

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of 2/17/16, is entered into among Atlantic Energy MD, LLC and the President of the LLC acting on behalf of its Member.

2. Atlantic Energy MD, LLC has demonstrated that it meets all of the qualifications required of a Member to the Operating Agreement. If expansion of the PJM Region is required to integrate Atlantic Energy MD, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Atlantic Energy MD, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Atlantic Energy MD, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

4. Atlantic Energy MD, LLC hereby gives notice that the name and address of its initial representative to the Members Committee under the Operating Agreement shall be:

Leonard Scariola
One Shore Avenue, Unit #1,
Oyster Bay, NY 11771 USA

5. The President of the LLC is authorized under the Operating Agreement to execute this Supplemental Agreement on behalf of the Members.

6. The Operating Agreement is hereby amended to include Atlantic Energy MD, LLC as a Member of the LLC thereto, effective as of February 17 2016, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Atlantic Energy MD, LLC and the Members of the LLC have caused this Supplemental Agreement to be executed by their duly authorized representatives.

Members of the LLC

By: Caro Y. Schuster on behalf of Andy Ott
Name: Caro Y. Schuster
Title: President

By: Leonard Scariola
Name: Leonard Scariola
Title: CFO

EXHIBIT 8

Officer Resumes (Application section 8)

Sara M. Petrozza
1681 Nostrand Ave, Apt 2F
Brooklyn, NY 11226
E-Mail: Sarapetrozza@yahoo.com

Summary

Seasoned customer service manager with 6 years experience and proven track record of managing a wide variety of customer service issues quickly and efficiently. Dedicated to providing excellent customer service through efficient team and customer account management

Highlights

- Quality assurance
- Customer service
- Data entry
- EDI sales processing
- Marketing Savvy
- Conflict Resolution Techniques
- Team Management
- Excellent customer service & phone etiquette
- Meticulous attention to detail
- Focused on customer satisfaction
- Driven
- Customer oriented
- Excellent communication and organizational skills,
- Excellent customer service & phone etiquette
- Proficient in Microsoft Word, Excel & Outlook

Experience

Office Manager/Director of Customer Service

Atlantic Energy LLC

February 2015 – Present

- Manage the day-to-day activities of the Customer Service Center, including answering phones and ensuring all calls and customer inquiries are handled in a timely manner.
- Resolve customer questions, issues and complaints
- Recruit and interview new quality customer service representatives
- Hold weekly conference calls with the office to ensure recruiting goals are reached.
- Travel to each office to ensure compliance within the guidelines of the PSC and coach sales pitches
- Ensure all Atlantic Energy Materials are PSC approved before release.
- Ensure all sales submitted are "good" quality sales.

HR Recruiter/Head Administrator

Family Energy Inc.

April 2012 – October 2013

- Answered heavy phone lines
- Assisted Sales Office Manager with the sales agents
- Processed accounts

- Advertised and recruited for three office
- Processed new agents
- Scheduled and conducted interviews
- Held weekly conference calls with the other admins to discuss numbers and goals with recruiting.
- Handled different vendors marketing for the company
- Orientation classes
- Daily sales training
- Door to door selling

CEO

YMC Marketing Inc.

December 2011 – April 2012

- Negotiated with ESCO companies for a contract to market energy door -to door for them with my elite sales team.
- Ensured quality sales and client satisfaction.
- Went out on the field D2D with agents to ensure they were not misleading consumers in any way.
- Ensured production was always up and implemented improvements when needed within the team.

Director of Operations

AGR Field Services/Fierce Marketing Group

April 2010 – December 2011

- Processed payroll for all five offices
- *Customer Service* – Assisted consumers with billing questions, called consumers to ensure the sales representative represented themselves in a professional manner and explaining the program accurately.
- *Quality Control*
 - Traveled to all offices to ensure sales agents followed their script and compliances rules
 - Ensured agent's wore their I.d. badges so they can be identified at all times, researched permits for different states, counties, and towns before the agents went in and ensured we had the correct documents to proceed.
 - Verified all incoming sales to the company, listened to all voice recorded sales, and validated all paper applications.
 - Created necessary reports when needed

Quality Control/Data Entry Supervisor

Major Energy Services LLC

February 2007 – October 2010

- Customer Service- Handled billing issues, cold calling, sent out welcome letters.
- *Quality Control Supervisor*
 - Validated 2000 accounts per week
 - managed two telemarketing companies from Bombay India
 - held conference calls
 - sent out all necessary materials

- o listened to recorded sales.
- *Data Entry Supervisor*
 - o Data entered 2000 accounts per week
 - o Sorted out applications in numerical order upload onto our data base by application number and scanned in applications.
 - o Submitted all accounts once a week by 1:00 p.m. to the utility company.
 - o Handled PSC (Public Service Commission) complaints
 - o EDI sales processing

Patrick Linden

963 Oyster Bay Road, East Norwich NY 11732
Cell: 5162428762 - pat@atlanticenergyco.com

Summary

A visionary and dynamic CEO with a remarkable capacity for motivational leadership. Successful at leading high-performing teams through all phases of projects, from concept development to product launch.

Highlights

- Visionary
- Legal compliance
- Operations start-up
- Team building
- New business development
- Social media marketing
- Strategic thinker & planner
- Driven
- Contract Negotiation
- Networking
- Web Development & Design
- Project Management
- Outsourcing
- Sales Management
- Customer-oriented

Experience

President & CEO

August 2011 to Current

Atlantic Energy LLC - Oyster Bay, NY

Energy Savings, customized pricing plans

- Built a thriving New York based ESCO that delivers energy to customers as cost effectively as possible with top-of-the-line customer service; and energy savings alternatives such as LED lightbulbs
- Developed strong relationships with all industry leaders
- Researched market competitors and industry trends to identify potential new products and services.
- Formulated a comprehensive business plan complete with clear and actionable sales goals and targets.
- Established and maintained more than [Number] business accounts.
- Analyzed client requirements, created a business plan and drove strategy development.
-

President

January 2012 to January 2014

New York Web Park - Long Island, NY

A full service marketing and development company

Account Manager

May 2010 to August 2011

Micco Fuel - Oyster Bay, NY

- Home heating specialist

Education

Bachelor of Science : Logistics, Materials and Supply Chain Management, 2010

SUNY Plattsburgh - Plattsburgh, NY, USA

Leonard A Scarola

7 Darby Place, Glen Head, NY 11545 - 5163804644 (C) - leonard@atlanticenergyco.com

Summary

Accomplished and results-driven Chief Operation Officer with 16 years of progressive leadership experience. Strong financial operations, strategic planning, and people management skills.

Highlights

- Financial operations
- Accounting and payroll
- Legal compliance
- Human resource management
- Budget management
- Project management
- Client and vendor relations
- Superb communication skills
- Advanced problem solving skills
- Driven
- Multi-task oriented

Accomplishments

- Grew the Real Estate division over 400% to 375 residential units within the metropolitan area
- Developed new financial systems to measure productivity and efficiency.
- Implemented financial reporting to ensure compliance in all aspects of the business

Experience

Duo Colony Fuel Corp
Chief Operating Officer
Flushing, NY

August 1999 to Current

Oil

- Oversee all day to day operations of heating oil and Real estate holdings, including financial responsibilities, such as accounts payable, accounts receivable, and payroll
- Manage day-to-day fuel oil business including deliveries, service calls, customer service, truck maintenance and repairs, dispatching, collections, legal, human resources, and insurance
- Ensure compliance with DOT, FDNY, DMV, Consumer Affairs

Real Estate

- Manage real estate portfolio comprised of 21 buildings and 375 units in the metro New York City area. Handle all aspects of real estate management including acquisitions, leasing, renovations, accounts receivable, accounts payable and compliance.
- Ensure compliance with DEC, DEP, DOB, HPD, DHCR

Atlantic Energy
Vice President and CFO
Oyster Bay, NY

January 2011 to Current

- Develop and implement efficient accounting, financial and operational systems.
- Lead the modeling, planning and execution of all financial processes.
- Monitor sales and service records and investigated discrepancies.
- Create and execute short and long-term customized comprehensive financial strategies to reach company goals.
- Analyze complex regulation and policy documents that directly impact budgetary and financial matters.
- Analyze client requirements, create business plans and drive strategy development.

Education

Boston College
Bachelor of Science: Management
Boston, MA, USA

1999

EXHIBIT 9

Sample Disclosure Statement with Contract Summary (Application section 9)

**ATLANTIC ENERGY MD, LLC PENNSYLVANIA CONTRACT SUMMARY
FIXED PRICE ELECTRICITY AND NATURAL GAS SUPPLY**

Electric Generation and Natural Gas Supplier Information	<p>Atlantic Energy MD, LLC ONE SHORE AVE., PO BOX 1 OYSTER BAY, NY 11771 PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com</p> <p>You have chosen Atlantic Energy as your electric generation and natural gas supplier. Atlantic Energy is not affiliated with your electric distribution company ("EDC") or natural gas distribution company ("NGDC"). Atlantic Energy is responsible for the electricity generation charges and natural gas supply charges on your bills. These charges will appear on your EDC and NGDC bills separate and apart from your EDC's and NGDC's distribution charges for delivering your electricity and natural gas.</p>																									
Price Structure	<p>Electricity: This is a Fixed Price Agreement. The price you will pay for electricity from Atlantic will be effective starting with your first date of service with Atlantic and will remain fixed for all bills issued within _____ billing cycles of your starting date. This price may be higher or lower than the EDC's price in any month.</p>	<p>Natural Gas: This is a Fixed Price Agreement. Your price for natural gas supply will be effective starting with your first date of service with Atlantic and will remain fixed for _____ billing cycles. This price may be higher or lower than the NGDC's price in any month.</p>																								
Electricity Generation/ Natural Gas Supply Price	<p>Electricity Your electric supply price for the Initial Term is <<Rate>> ¢/kWh.</p>	<p>Natural Gas Your natural supply price for the Initial Term is <<Rate>> per therm.</p>																								
Statement Regarding Savings	<p>Atlantic Energy's for electricity price may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings. Atlantic Energy's price for natural gas supply may be higher or lower than the NGDC's price in any given month and there is no guarantee of savings.</p>																									
Contract Start Date	<p>Atlantic Energy will begin furnishing electricity supply service on a date set by the EDC, and begin furnishing natural gas supply service on a date set by the NGDC.</p>																									
Deposit requirements	<p>None</p>																									
Incentives/Promotions	<p>{Describe, if applicable}</p>																									
Contract Term	<p>The Initial Term of this Agreement is _____ Billing Cycles</p>																									
Cancellation / Early Termination Fees	<p>If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Atlantic terminates this Agreement due to Customer's breach, the Customer shall pay Atlantic an Early Termination Fee equivalent to the multiplication of the (i) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period and (ii) the per Kwh rate and/or per therm rate in effect as of the date of termination.</p>																									
Renewal Terms	<p>Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. You will receive two separate written notifications that precede the expiration date. These notifications will explain your options going forward.</p>																									
Electric Distribution Company (Default Service Provider) Information	<p>Your EDC will continue to deliver your electricity and charges you for distribution. In case of emergency, outage, or other service issues, please contact your EDC directly:</p> <table border="0" data-bbox="397 1501 1515 1690"> <tr> <td>Citizen Electric</td> <td>570-524-2231</td> <td>Duquesne Light Co.</td> <td>888-393-7000</td> </tr> <tr> <td>Metropolitan Edison</td> <td>888-544-4877</td> <td>West Penn Power</td> <td>888-544-4877</td> </tr> <tr> <td>Penelec</td> <td>888-544-4877</td> <td>Penn Power</td> <td>888-544-4877</td> </tr> <tr> <td>Pike County Light</td> <td>877-434-4100</td> <td>PPL Electric</td> <td>800-342-5775</td> </tr> <tr> <td>UGI</td> <td>800-276-2722</td> <td>Wellsboro Electric</td> <td>570-724-3516</td> </tr> <tr> <td>PECO Energy</td> <td>800-841-4141</td> <td></td> <td></td> </tr> </table>		Citizen Electric	570-524-2231	Duquesne Light Co.	888-393-7000	Metropolitan Edison	888-544-4877	West Penn Power	888-544-4877	Penelec	888-544-4877	Penn Power	888-544-4877	Pike County Light	877-434-4100	PPL Electric	800-342-5775	UGI	800-276-2722	Wellsboro Electric	570-724-3516	PECO Energy	800-841-4141		
Citizen Electric	570-524-2231	Duquesne Light Co.	888-393-7000																							
Metropolitan Edison	888-544-4877	West Penn Power	888-544-4877																							
Penelec	888-544-4877	Penn Power	888-544-4877																							
Pike County Light	877-434-4100	PPL Electric	800-342-5775																							
UGI	800-276-2722	Wellsboro Electric	570-724-3516																							
PECO Energy	800-841-4141																									
Natural Gas Distribution Company Information	<p>Your NGDC will continue to deliver your natural gas and charge you for distribution. In case of emergency, leak, outage, or other service issues, please contact your NGDC directly:</p> <p>Columbia Gas 888-460-4332 / PECO 800-841-4141 National Fuel Gas 800- 365-3234 /UGI Utilities 800-276-2722 UGI Penn Natural Gas 800-276-2722 / UGI Central Penn 800-652-0550 Equitable Gas Company 800-654-6335 /Peoples Gas Company 800-764-0111 Valley Energy 800-998-4427</p>																									

ATLANTIC ENERGY
WWW.ATLANTICENERGYCO.COM

ONE SHORE AVE
PO BOX 1 OYSTER BAY, NY 11771
PHONE: (800) 917-9133
FAX: (516) 922-2055
EMAIL: INFO@ATLANTICENERGYCO.COM

**Atlantic Energy MD, LLC - Pennsylvania Electricity and Natural Gas Supply
Fixed Price Disclosure Statement and Terms of Service**

Background

This is an agreement between Atlantic Energy, Inc. ("ATLANTIC"), an independent electricity generation and natural gas supplier, and the undersigned customer ("Customer") under which Customer shall obtain electricity generation supply service and natural gas supply and begin enrollment with ATLANTIC (the "Agreement"). ATLANTIC is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services and natural gas supply in Pennsylvania. Our PUC license number for electricity generation supply is _____. Our PUC license number for natural gas supply is _____.

Your electricity generation prices and charges will be set by ATLANTIC. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. The Public Utility Commission regulates electricity and natural gas distribution prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges, and one bill from your Natural Gas Distribution Company (NGDC) for all natural gas supply and delivery charges. EDC will continue to provide all emergency repairs and services. ATLANTIC is not affiliated with and does not represent your EDC or NGDC.

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. Interstate Pipeline Charges-Charges for moving natural gas to the distribution lines of a distribution company. Commodity Charges- The charges for the natural gas product which is sold either in cubic feet or dekatherms. Distribution Charges- The charge for the delivery of natural gas from the city gate to the consumer.

1. **Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, ATLANTIC agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity as necessary to meet Customer's requirements based upon consumption data obtained by ATLANTIC from the EDC, and the quantity of natural gas as necessary to meet Customer's requirements based upon consumption data obtained by ATLANTIC from the NGDC.
2. **Right of Rescission -** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting ATLANTIC by phone at (800) 917-9133 or by email at info@atlanticenergyco.com.
3. **Term.** The Term shall commence as of the date of the first meter reading following when the change of Customer's provider to Atlantic is deemed effective by the EDC and/or NGDC, and shall continue for the period designated in the Customer Enrollment Form. The Term for the initial period is referred to as the "Initial Term".
4. **Agreement Expiration/Change in Terms -** Unless otherwise agreed to, upon completion of an Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. At least ninety (90) days prior to the expiration date or proposed change, ATLANTIC will send you the first written notice. A second notice with options for your consideration will be sent to you no later than sixty (60) days prior to the expiration date or proposed change to your terms of service.
5. **Price and Billing-** This is a fixed price agreement. The prices that you will pay per kWh for electricity generation supply and per therm for natural gas supply during the Initial Term are set forth on your attached enrollment form and contract summary. Your ATLANTIC electricity price may be higher or lower than the EDC's price in any particular month. Your ATLANTIC price may be higher or lower than the NGDC's price in any particular month. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable.
6. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ATLANTIC. ATLANTIC may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PUC upon thirty (30) days prior written notice to customer.
7. **Cancellation -** A residential customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at info@atlanticenergyco.com. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Atlantic terminates this Agreement due to Customer's breach, the Customer shall pay Atlantic, in addition to any other applicable charges, an Early Termination Fee equivalent to the multiplication of the (i) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period and (ii) the per Kwh rate and/or per therm rate in effect as

of the date of termination. ATLANTIC may cancel this agreement at any time upon providing written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity or natural gas service is terminated by your EDC or NGDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation and/or natural gas supply service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

8. Information Release Authorization. Customer authorizes Atlantic to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the EDC and NGDC: consumption history; billing determinants; account number; and credit information. This information may be used by Atlantic 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 execution of this Agreement shall constitute authorization for the release of this information to Atlantic. 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 Atlantic or by calling Atlantic at 1.800.917.9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

9. Agency-Gas. Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the NGDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Atlantic to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the term of this Agreement. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the NGDC and in response to information provided by the NGDC. Atlantic agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above. Customer and Atlantic agree that title to, control of, and risk of loss to the natural gas supplied by Atlantic under this Agreement will transfer from Atlantic to Customer at the Delivery Point(s).

Agency-Electric: Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the EDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

10. Entire Agreement. This Agreement, including Contract Summary and any attached enrollment form, as written, makes up the entire Agreement between Customer and ATLANTIC. ATLANTIC makes no representations or warranties other than those expressly set forth in this Agreement, and ATLANTIC expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. ATLANTIC will make commercially reasonable efforts to provide or electricity hereunder but ATLANTIC does not guarantee a continuous supply of electricity or natural gas to Customer. Certain causes and events out of the control of ATLANTIC ("Force Majeure Events") may result in interruptions in service. ATLANTIC will not be liable for any such interruptions caused by a Force Majeure Event, and ATLANTIC 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 or NGDC (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond ATLANTIC's control.

12. Payment Provisions- Customer will make all payments for ATLANTIC's electricity supply charges to your EDC, and all payments for ATLANTIC's natural gas supply charges to your NGDC. Any unpaid amounts may be subject to late payment charges. Your EDC or NGDC may request a security deposit for amounts which include supplier charges. Your EDC and NGDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

13. Dispute Procedures- In the event of a billing dispute or a disagreement involving ATLANTIC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact ATLANTIC by telephone or in writing, as provided below. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

14. Contact Information:

Supplier Information:

ATLANTIC ENERGY

ONE SHORE AVE., PO BOX 1 OYSTER BAY, NY 11771

PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com

Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380

Electric Distribution Co. (Default Service Provider)–Emergency TEL/Universal Service Programs TEL
Duquesne Light Co., 411 Seventh Ave., Pittsburgh, PA 15219 888-393-7000 / 888-393-7600

Metropolitan Edison P.O. Box 368, Akron, OH 44309	888-544-4877 /	800-545-7741
PECO, 2301 Market St, Philadelphia, PA 19101	800-841-4141 /	800-774-7040
Penelec, P.O. Box 368, Akron, OH 44309	888-544-4877 /	800-545-7741
Penn Power Co., P.O. Box 368, Akron, OH 44309	888-544-4877 /	800-545-7741
PPL, 827 Hausman Rd, Allentown, PA 18104-9392	800-342-5775 /	800-342-5775
West Penn Power, P.O. Box 368, Akron, OH 44309	888-544-4877 /	800-545-7741

Natural Gas Distribution Company (NGDC):

Columbia Gas, 121 Champion Way, Suite 100, Canonsburg, PA 15317, 888-460-4332
PECO, 2301 Market Street, P.O. Box 8699 Philadelphia, PA 19101, 800-841-4141
National Fuel Gas: 6363 Main Street, Williamsville, NY 14221, 800-365-3234
PECO: 2301 Market Street, Philadelphia, PA 19103, 800-494-4000
UGI Utilities, 2525 North 12th Street, Suite 360 Reading, PA 19605, 800-276-2722
UGI Penn Natural Gas, One UGI Center, Wilkes-Barre, PA 18711, 800-276-2722
UGI Central Penn, PO Box 508, Lock Haven, PA 17745, 800-652-0550
Equitable Gas Company: PO Box 6766, Pittsburgh, PA 15212, 800-654-6335
Peoples Gas Company, 100 Bellwood Ave, Altoona, PA 16601, 800-764-0111
Valley Energy, 523 South Keystone Avenue, Sayre, PA, 18840-0340, 800-998-4427

15. Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Atlantic's service, Customer should contact Atlantic's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

16. WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

17. Limitation of Liability. The remedy in any claim or suit by Customer against ATLANTIC will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either ATLANTIC 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. 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. 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 Atlantic's net income, shall be paid by Customer, and Customer agrees to indemnify Atlantic and hold Atlantic harmless from and against any and all such taxes.

20. Regulatory Changes. 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. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, ATLANTIC shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

21. Emergency Service. Your EDC and NGDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC or NGDC at the numbers listed above.

22. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and ATLANTIC have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

23. LED Program. If Customer has agreed as part of enrollment for commodity supply service with Atlantic to participate in a LED Lighting Program, the terms and conditions set forth in the LED Lighting Program Addendum annexed to this Agreement are incorporated herein and made a part of this Agreement.

Customer and Atlantic have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

**ATLANTIC ENERGY MD, LLC PENNSYLVANIA CONTRACT SUMMARY
VARIABLE PRICE ELECTRICITY AND NATURAL GAS SUPPLY**

Electric Generation and Natural Gas Supplier Information	<p>Atlantic Energy MD, LLC ONE SHORE AVE., PO BOX 1 OYSTER BAY, NY 11771 PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com</p> <p>You have chosen Atlantic Energy as your electric generation and natural gas supplier. Atlantic Energy is not affiliated with your electric distribution company ("EDC") or natural gas distribution company ("NGDC"). Atlantic Energy is responsible for the electricity generation charges and natural gas supply charges on your bills. These charges will appear on your EDC and NGDC bills separate and apart from your EDC's and NGDC's distribution charges for delivering your electricity and natural gas.</p>																									
Price Structure	<p>Electricity Your price for electricity generation supply will be a <u>variable price, per kilowatt hour</u>, plus taxes and fees, if applicable. Your monthly variable price is based on Atlantic Energy's actual and estimated costs of obtaining electricity supply from PJM, including but not limited to prior period adjustments, inventory and balancing costs. The variable price may change on a monthly basis. <u>There is no cap on your variable price, and there is no limit on how much the price may change from one billing cycle to the next.</u> You will receive notice of variable price changes when you receive the bill with that price.</p>	<p>Natural Gas Your price for natural gas supply will be a <u>variable price, per therm</u>, plus taxes and fees, if applicable. The price is established based upon natural gas market pricing, transportation, and other market and business related factors such as administrative costs, expenses and margins. <u>There is no cap on your variable price, and there is no limit on how much the price may change from one billing cycle to the next.</u> You will receive notice of variable price changes when you receive the bill with that price.</p>																								
Electricity Generation/ Natural Gas Supply Price	<p>Electricity Your electric supply price for your first billing cycle with Atlantic Energy is <<Rate>> ¢/kWh. Thereafter, your price will vary month-to-month based on the factors described above.</p>	<p>Natural Gas Your natural supply price for your first billing cycle with Atlantic Energy is <<Rate>> per therm. Thereafter, your price will vary month-to-month based on the factors described above</p>																								
Statement Regarding Savings	<p>Atlantic Energy's for electricity price may be higher or lower than the EDC's price in any given month, and there is no guarantee of savings. Atlantic Energy's price for natural gas supply may be higher or lower than the NGDC's price in any given month and there is no guarantee of savings.</p>																									
Contract Start Date	<p>Atlantic Energy will begin furnishing electricity supply service on a date set by the EDC, and begin furnishing natural gas supply service on a date set by the NGDC.</p>																									
Deposit requirements	<p>None</p>																									
Incentives/Promotions	<p>{Describe, if applicable}</p>																									
Contract Term	<p>Insert contract term</p>																									
Cancellation / Early Termination Fees	<p>If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Atlantic terminates this Agreement due to Customer's breach, the Customer shall pay Atlantic an Early Termination Fee equivalent to the multiplication of the (i) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period and (ii) the per Kwh rate and/or per therm rate in effect as of the date of termination.</p>																									
Renewal Terms	<p>Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology</p>																									
Electric Distribution Company (Default Service Provider) Information	<p>Your EDC will continue to deliver your electricity and charges you for distribution. In case of emergency, outage, or other service issues, please contact your EDC directly:</p> <table border="0" data-bbox="397 1428 1502 1606"> <tr> <td>Citizen Electric</td> <td>570-524-2231</td> <td>Duquesne Light Co.</td> <td>888-393-7000</td> </tr> <tr> <td>Metropolitan Edison</td> <td>888-544-4877</td> <td>West Penn Power</td> <td>888-544-4877</td> </tr> <tr> <td>Penelec</td> <td>888-544-4877</td> <td>Penn Power</td> <td>888-544-4877</td> </tr> <tr> <td>Pike County Light</td> <td>877-434-4100</td> <td>PPL Electric</td> <td>800-342-5775</td> </tr> <tr> <td>UGI</td> <td>800-276-2722</td> <td>Wellsboro Electric</td> <td>570-724-3516</td> </tr> <tr> <td>PECO Energy</td> <td>800-841-4141</td> <td></td> <td></td> </tr> </table>		Citizen Electric	570-524-2231	Duquesne Light Co.	888-393-7000	Metropolitan Edison	888-544-4877	West Penn Power	888-544-4877	Penelec	888-544-4877	Penn Power	888-544-4877	Pike County Light	877-434-4100	PPL Electric	800-342-5775	UGI	800-276-2722	Wellsboro Electric	570-724-3516	PECO Energy	800-841-4141		
Citizen Electric	570-524-2231	Duquesne Light Co.	888-393-7000																							
Metropolitan Edison	888-544-4877	West Penn Power	888-544-4877																							
Penelec	888-544-4877	Penn Power	888-544-4877																							
Pike County Light	877-434-4100	PPL Electric	800-342-5775																							
UGI	800-276-2722	Wellsboro Electric	570-724-3516																							
PECO Energy	800-841-4141																									
Natural Gas Distribution Company Information	<p>Your NGDC will continue to deliver your natural gas and charge you for distribution. In case of emergency, leak, outage, or other service issues, please contact your NGDC directly:</p> <p>Columbia Gas 888-460-4332 / PECO 800-841-4141 National Fuel Gas 800- 365-3234 /UGI Utilities 800-276-2722 UGI Penn Natural Gas 800-276-2722 / UGI Central Penn 800-652-0550 Equitable Gas Company 800-654-6335 /Peoples Gas Company 800-764-0111 Valley Energy 800-998-4427</p>																									

ATLANTIC ENERGY
WWW.ATLANTICENERGYCO.COM

ONE SHORE AVE
PO BOX 1 OYSTER BAY, NY 11771
PHONE: (800) 917-9133
FAX: (516) 922-2055
EMAIL: INFO@ATLANTICENERGYCO.COM

**Atlantic Energy MD, LLC - Pennsylvania Electricity and Natural Gas Supply
Variable Price Disclosure Statement and Terms of Service**

Background

This is an agreement between Atlantic Energy, Inc. ("ATLANTIC"), an independent electricity generation and natural gas supplier, and the undersigned customer ("Customer") under which Customer shall obtain electricity generation supply service and natural gas supply and begin enrollment with ATLANTIC (the "Agreement"). ATLANTIC is licensed by the Pennsylvania Public Utility Commission to offer and supply electricity generation services and natural gas supply in Pennsylvania. Our PUC license number for electricity generation supply is _____ . Our PUC license number for natural gas supply is _____.

Your electricity generation prices and charges will be set by ATLANTIC. The Federal Energy Regulatory Commission regulates electricity transmission prices and services. The Public Utility Commission regulates electricity and natural gas distribution prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC) for all electricity supply and delivery charges, and one bill from your Natural Gas Distribution Company (NGDC) for all natural gas supply and delivery charges. EDC will continue to provide all emergency repairs and services. ATLANTIC is not affiliated with and does not represent your EDC or NGDC.

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. Interstate Pipeline Charges-Charges for moving natural gas to the distribution lines of a distribution company. Commodity Charges- The charges for the natural gas product which is sold either in cubic feet or dekatherms. Distribution Charges- The charge for the delivery of natural gas from the city gate to the consumer.

- 1. Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, ATLANTIC agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity as necessary to meet Customer's requirements based upon consumption data obtained by ATLANTIC from the EDC, and the quantity of natural gas as necessary to meet Customer's requirements based upon consumption data obtained by ATLANTIC from the NGDC.
- 2. Right of Rescission -** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting ATLANTIC by phone at (800) 917-9133 or by email at info@atlanticenergyco.com.
- 3. Term.** The Term shall commence as of the date of the first meter reading following when the change of Customer's provider to Atlantic is deemed effective by the EDC and/or NGDC, and shall continue for the period designated in the Customer Enrollment Form. The Term for the initial period is referred to as the "Initial Term".
- 4. Agreement Expiration/Change in Terms -** Unless otherwise agreed to, upon completion of an Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. At least ninety (90) days prior to the expiration date or proposed change, ATLANTIC will send you the first written notice. A second notice with options for your consideration will be sent to you no later than sixty (60) days prior to the expiration date or proposed change to your terms of service.
- 5. Price and Billing-** This is a variable price agreement. The price that you will pay per kWh for electricity generation supply may vary from month to month based on the following factors: ATLANTIC's actual and estimated costs of obtaining wholesale electricity supply from PJM Interconnection, LLC ("PJM"), including but not limited to prior period adjustments, inventory and balancing costs, transportation and transmission costs incurred by ATLANTIC, and other market and business related factors such as administrative costs, expenses, and margins. There is no limit on the amount that your price can decrease or increase from month to month. Your ATLANTIC electricity price may be higher or lower than the EDC's price in any particular month, and there is no maximum price. The variable price for all natural gas sold under this Agreement is established on an approximately monthly basis and is based upon natural gas market pricing, transportation, and other market and business related factors such as administrative costs, expenses and margins. There is no limit on the amount that your price can decrease or increase from month to month. Your ATLANTIC price may be higher or lower than the NGDC's price in any particular month, and there is no maximum price. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. Customers can call ATLANTIC at (800) 917-9133 or visit our website at www.atlanticenergyco.com for current variable pricing and the previous 24 months' average billed

historical prices (or as many months of data as is available to date, up to 24 months). *Please note that historical prices are not indicative of present or future pricing.*

6. Starting Price-The starting price for electricity generation for customers starting on or about «Start_date» is «Rate». This price will apply to your first month of service from ATLANTIC. The starting price for natural gas supply for customers starting on or about «Start_date» is «Rate». This price will apply to your first month of service from ATLANTIC.

7. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of ATLANTIC. ATLANTIC may assign this Agreement to another energy supplier, energy services company or other entity authorized by the PUC upon thirty (30) days prior written notice to customer.

8. Cancellation - A residential customer may cancel this Agreement by contacting ATLANTIC at (800) 917-9133 or by email at info@atlanticenergyco.com. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Atlantic terminates this Agreement due to Customer's breach, the Customer shall pay Atlantic, in addition to any other applicable charges, an Early Termination Fee equivalent to the multiplication of the (i) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period and (ii) the per Kwh rate and/or per therm rate in effect as of the date of termination. ATLANTIC may cancel this agreement at any time upon providing written notice to Customer. Common reasons for ATLANTIC to cancel this agreement would include: Non-Payment – If your electricity or natural gas service is terminated by your EDC or NGDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation and/or natural gas supply service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

9. Information Release Authorization. Customer authorizes Atlantic to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the EDC and NGDC: consumption history; billing determinants; account number; and credit information. This information may be used by Atlantic 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 execution of this Agreement shall constitute authorization for the release of this information to Atlantic. 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 Atlantic or by calling Atlantic at 1.800.917.9133. Atlantic reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

10. Agency-Gas. Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Point(s), and with the NGDC for the transportation of the Customer's natural gas supplies from the Delivery Point(s) to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Atlantic to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the term of this Agreement. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the NGDC and in response to information provided by the NGDC. Atlantic agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above. Customer and Atlantic agree that title to, control of, and risk of loss to the natural gas supplied by Atlantic under this Agreement will transfer from Atlantic to Customer at the Delivery Point(s).

Agency-Electric: Customer hereby designates Atlantic as agent to; (a) arrange and administer contracts and service agreements between Customer and Atlantic and those entities including the PJM Interconnection engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Atlantic as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the EDC and in response to information provided by the EDC. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

11. Entire Agreement. This Agreement, including Contract Summary and any attached enrollment form, as written, makes up the entire Agreement between Customer and ATLANTIC. ATLANTIC makes no representations or warranties other than those expressly set forth in this Agreement, and ATLANTIC expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

12. Force Majeure. ATLANTIC will make commercially reasonable efforts to provide or electricity hereunder but ATLANTIC does not guarantee a continuous supply of electricity or natural gas to Customer. Certain causes and events out of the control of ATLANTIC ("Force Majeure Events") may result in interruptions in service. ATLANTIC will not be liable for any such interruptions caused by a Force Majeure Event, and ATLANTIC 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 or NGDC (including, but not limited to, a facility outage on electricity or natural gas facilities), or any other cause beyond ATLANTIC's control.

13. Payment Provisions- Customer will make all payments for ATLANTIC's electricity supply charges to your EDC, and all payments for ATLANTIC's natural gas supply charges to your NGDC. Any unpaid amounts may be subject to late payment charges. Your EDC or NGDC may request a security deposit for amounts which include supplier charges. Your EDC and NGDC maintain the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

14. Dispute Procedures- In the event of a billing dispute or a disagreement involving ATLANTIC's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact ATLANTIC by telephone or in writing, as provided below. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

15. Contact Information:

Supplier Information:

ATLANTIC ENERGY

ONE SHORE AVE., PO BOX 1 OYSTER BAY, NY 11771

PHONE: (800) 917-9133 FAX: (516) 922-2055 EMAIL: info@atlanticenergyco.com

Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380**Electric Distribution Co. (Default Service Provider)–Emergency TEL/Universal Service Programs TEL**

Duquesne Light Co., 411 Seventh Ave., Pittsburgh, PA 15219	888-393-7000	/	888-393-7600
Metropolitan Edison P.O. Box 368, Akron, OH 44309	888-544-4877	/	800-545-7741
PECO, 2301 Market St, Philadelphia, PA 19101	800-841-4141	/	800-774-7040
Penelec, P.O. Box 368, Akron, OH 44309	888-544-4877	/	800-545-7741
Penn Power Co., P.O. Box 368, Akron, OH 44309	888-544-4877	/	800-545-7741
PPL, 827 Hausman Rd, Allentown, PA 18104-9392	800-342-5775	/	800-342-5775
West Penn Power, P.O. Box 368, Akron, OH 44309	888-544-4877	/	800-545-7741

Natural Gas Distribution Company (NGDC):

Columbia Gas, 121 Champion Way, Suite 100, Canonsburg, PA 15317, 888-460-4332
PECO, 2301 Market Street, P.O. Box 8699 Philadelphia, PA 19101, 800-841-4141
National Fuel Gas: 6363 Main Street, Williamsville, NY 14221, 800-365-3234
PECO: 2301 Market Street, Philadelphia, PA 19103, 800-494-4000
UGI Utilities, 2525 North 12th Street, Suite 360 Reading, PA 19605, 800-276-2722
UGI Penn Natural Gas, One UGI Center, Wilkes-Barre, PA 18711, 800-276-2722
UGI Central Penn, PO Box 508, Lock Haven, PA 17745, 800-652-0550
Equitable Gas Company: PO Box 6766, Pittsburgh, PA 15212, 800-654-6335
Peoples Gas Company, 100 Bellwood Ave, Altoona, PA 16601, 800-764-0111
Valley Energy, 523 South Keystone Avenue, Sayre, PA, 18840-0340, 800-998-4427

16. Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Atlantic's service, Customer should contact Atlantic's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

17. WAIVER OF JURY TRIAL. ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

18. Limitation of Liability. The remedy in any claim or suit by Customer against ATLANTIC will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either ATLANTIC 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.

19. Choice of Laws. 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.

20. Taxes. 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 Atlantic's net income, shall be paid by Customer, and Customer agrees to indemnify Atlantic and hold Atlantic harmless from and against any and all such taxes.

21. Regulatory Changes. 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. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, ATLANTIC shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

22. Emergency Service. Your EDC and NGDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the EDC or NGDC at the numbers listed above.

23. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and ATLANTIC have caused this Agreement to be executed by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

24. LED Program. If Customer has agreed as part of enrollment for commodity supply service with Atlantic to participate in a LED Lighting Program, the terms and conditions set forth in the LED Lighting Program Addendum annexed to this Agreement are incorporated herein and made a part of this Agreement.

Customer and Atlantic have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

EXHIBIT 10

Proofs of Publication (Application section 12)

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

STATE OF PENNSYLVANIA
COUNTY OF LYCOMING

SS:

Bernard A. Oravec Publisher of the Sun-Gazette Company, publishers of the Williamsport, Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport Sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

April 14, 2016

Affiant further deposes to verify the foregoing publication, and

ENERGY MD, LLC proposes to sell natural gas and related services in the service territories of Columbia Gas of PA, Peoples Natural Gas Company, Peoples TWP, LLC, Peoples Natural Gas Equitable Division, National Fuel Gas Distribution Corp., UGI, UGI Penn, Natural Gas, UGI Central Penn, PECO, Philadelphia Gas Works, and Valley Energy under the provisions of the new Natural Gas Choice and Competition Act, and electricity and related services in the service territories of PECO, PPL, Duquesne Light Co., Metropolitan Edison, Penelec, Penn Power, and West Penn Power under the provisions of the new Electricity Generation Customer Choice and Competition Act.

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

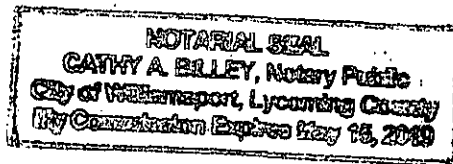
Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me

the *15th* day of *April* 20*16*

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.....	\$ 362.50
Probated same.....	\$
Total.....	\$ 362.52

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

THE SUN-GAZETTE COMPANY hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

SUN-GAZETTE COMPANY

BY Bernard A. Oravec

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Applications of Atlantic Energy MD, LLC (d/b/a Atlantic Energy) For Approval To Offer, Render, or Furnish Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply for Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania.
ATLANTIC ENERGY MD, LLC will be filing an application with the Pennsylvania Public Utility Commission (PUC) for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. ATLANTIC ENERGY MD, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power, engaged in the business of supply.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of ATLANTIC ENERGY MD, 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 ATLANTIC ENERGY MD, LLC's attorney at the address listed below:
By and through Counsel: Michael Gruin, Esq., Stevens & Lee, 17 N. 2nd St., 16th Fl., Harrisburg, PA 17101, Phone (717) 255-7365, Fax (610) 988-0852

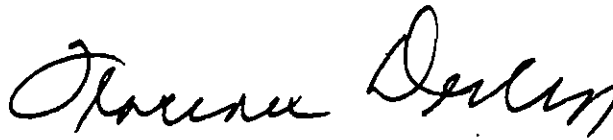
Proof of Publication in The Philadelphia Daily News
Under Act. No 587, Approved May 16, 1929

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:

April 14, 2016

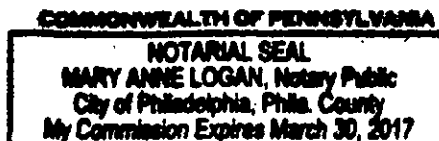
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to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



Sworn to and subscribed before me this 14th day of
April, 2016.


Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE
Applications of Atlantic Energy MD, LLC (d/b/a "Atlantic Energy"), For Approval To Offer, Render, or Furnish Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania.
ATLANTIC ENERGY MD, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. ATLANTIC ENERGY MD, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power, engaged in the business of supplying electricity. ATLANTIC ENERGY MD, LLC proposes to sell natural gas and related services in the service territories of Columbia Gas of PA, Peoples Natural Gas Company, Peoples TWP, LLC, Peoples Natural Gas - Equitable Division, National Fuel Gas Distribution Corp., UGI, UGI Penn Natural Gas, UGI Central Penn, PECO, Philadelphia Gas Works, and Valley Energy under the provisions of the new Natural Gas Choice and Competition Act, and electricity and related services in the service territories of PECO, PPL, Duquesne Light Co., Metropolitan Edison, Penelec, Penn Power, and West Penn Power under the provisions of the new 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 ATLANTIC ENERGY MD, LLC, may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3285, Harrisburg, PA 17105-3285. You should send copies of any protest to ATLANTIC ENERGY MD, LLC's attorney at the address listed below:
By and through Counsel:
Michael Grun, Esq.
Stevens & Lee
17 N. 2nd St., 18th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 998-0852

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

Account # 63029
Order # 81921108
Ad Price: 314.85

LEGAL NOTICE PENNSYLVANI

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:

04/13/2016

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 13th day of April A.D., 2016

Sharon Venturi

(Notary Public)

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Sharon Venturi, Notary Public

City of Scranton, Lackawanna County
My Commission Expires Feb. 12, 2016

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Applications of Atlantic Energy, MD, LLC (d/b/a "Atlantic Energy") For Approval To Offer, Render, or Furnish Services as a Supplier Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services To The Public In The Commonwealth Of Pennsylvania.

ATLANTIC ENERGY MD, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. ATLANTIC ENERGY MD, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power, engaged in the business of supplying electricity. ATLANTIC ENERGY MD, LLC proposes to sell natural gas and related services in the service territories of Columbia Gas of PA, Peoples Natural Gas Company, Peoples TWP, LLC, Peoples Natural Gas - Equitable Division, National Fuel Gas Distribution Corp., UGI, UGI Penn Natural Gas, UGI Central Penn, PECO, Philadelphia

Gas Works, and Valley Energy under the provisions of the new Natural Gas Choice and Competition Act, and electricity and related services in the service territories of PECO, PPL, Duquesne Light Co., Metropolitan Edison, Penelec, Penn Power, and West Penn Power under the provisions of the new 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 ATLANTIC ENERGY MD, 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 ATLANTIC ENERGY MD, LLC's attorney at the address listed below:

By and through Counsel:
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

STEVENS AND LEE
17 N 2ND ST
HARRISBURG PA 17101

REFERENCE: 136099 195316
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

Tom Mezler, 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: 04/14/16

TOTAL COST: \$409.00 AD SPACE: 0 Lines

FILED ON: 04/14/16

PENNSYLVANIA PUBLIC UTILITY COMMISSION
NOTICE

Applications of **Atlantic Energy MD, LLC** (d/b/a "Atlantic Energy") For Approval To Offer, Render, or Furnish Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania.

ATLANTIC ENERGY MD, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. ATLANTIC ENERGY MD, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power, engaged in the business of supplying electricity. ATLANTIC ENERGY MD, LLC proposes to sell natural gas and related services in the service territories of Columbia Gas of PA, Peoples Natural Gas Company, Peoples TWP, LLC, Peoples Natural Gas - Equitable Division, National Fuel Gas Distribution Corp., UGI, UGI Penn-Natural Gas, UGI Central Penn., PECO, Philadelphia Gas Works, and Valley Energy under the provisions of the new Natural Gas Choice and Competition Act, and electricity and related services in the service territories of PECO, PPL, Duquesne Light Co., Metropolitan Edison, Penelec, Penn Power, and West Penn Power under the provisions of the new 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 ATLANTIC ENERGY MD, 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 ATLANTIC ENERGY MD, LLC's attorney at the address listed below:

By and through Counsel:
Michael Guin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

Sworn to and subscribed before me this 14th day of April 2016

Affiant: [Signature]

NOTARY: [Signature]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara J. Moore, Notary Public
City of Erie, Erie County
My Commission Expires March 23, 2020
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 P. Reed, 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:

14 of April, 2016

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.

COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION NOTICE
Applications of Atlantic Energy MD, LLC (d/b/a "Atlantic Energy") For Approval To Offer, Render, or Furnish Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania:

ATLANTIC ENERGY MD, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. ATLANTIC ENERGY MD, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power, engaged in the business of supplying electricity. ATLANTIC ENERGY MD, LLC proposes to sell natural gas and related services in the service territories of Columbia Gas of PA, Peoples Natural Gas Company, Peoples TWP, LLC, Peoples Natural Gas Equitable Division, National Fuel Gas Distribution Corp., UGI, UGI Penn Natural Gas, UGI Central Penn, PECO, Philadelphia Gas Works, and Valley Energy under the provisions of the new Natural Gas Choice and Competition Act, and electricity and related services in the service territories of PECO, PPL, Duquesne Light Co., Metropolitan Edison, Pelelec, Penn Power, and West Penn Power under the provisions of the new the Electricity Generation Customer Choice and Competition Act.

P. Reed

PG Publishing Company

Sworn to and subscribed before me this day of:
April 14, 2016

Linda M. Gaertner

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Linda M. Gaertner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 31, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

STATEMENT OF ADVERTISING COSTS
Stevens & Lee PC
17 N 2ND ST FL 16
ATTN: Michael Gruin, Esq.
HARRISBURG PA 17101-1638

To PG Publishing Company

Total ----- \$637.50

RECEIVED
2016 APR 21 PM 1:45
SECRETARY'S BUREAU
PUC

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.

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 this application without a hearing. Protests directed to the technical or financial fitness of ATLANTIC ENERGY MD, 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

The Patriot News

LEGAL AFFIDAVIT

INV#: 0007634185



Remit Payment to:
PA Media Group
Dept 77571
P.O. Box 77000
Detroit, MI 48277-0571

STEVENS AND LEE
17 N 2ND ST 16TH FL
HARRISBURG, PA 17101

Name: STEVENS AND LEE

Sales Rep: Jennifer Rogers

Account Number: 238137
INV#: 0007634185

Page 1 of 2

Date	Position	Description	P.O. Number	Ad Size	Total Cost
04/14/2016	Misc Legal Notice PA	PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE Applications of		1 x 63 L	299.41

Commonwealth of Pennsylvania,) ss
County of Cumberland)

See Ad Content on following page

Marianne Miller being duly sworn, deposes that he/she is principal clerk of the PA Media Group; that The Patriot News is a newspaper published in the city of Mechanicsburg, County of Cumberland, and this notice is an accurate and true copy of ad(s) as printed in said newspaper on the following date(s):

The Patriot News 04/14/2016

[Handwritten signature]
Sworn to and subscribed before me this 14th day of April 2016
[Handwritten signature]

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

FOR QUESTIONS CONCERNING THIS AFFIDAVIT,
PLEASE CALL 717-255-8213

RECEIVED
2016 APR 21 PM 1:45
PA PUC
SECRETARY'S BUREAU

Date	Position	Description	P.O. Number	Ad Size	Total Cost
04/14/2016	Misc Legal Notice PA	PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE Applications of		1 x 63 L	299.41

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Applications of **Atlantic Energy MD, LLC** (d/b/a "Atlantic Energy") For Approval To Offer, Render, or Furnish Services as a **Supplier Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.**

ATLANTIC ENERGY MD, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. **ATLANTIC ENERGY MD, LLC** will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power, engaged in the business of supplying electricity. **ATLANTIC ENERGY MD, LLC** proposes to sell natural gas and related services in the service territories of Columbia Gas of PA, Peoples Natural Gas Company, Peoples TWP, LLC, Peoples Natural Gas - Equitable Division, National Fuel Gas Distribution Corp., UGI, UGI Penn Natural Gas, UGI Central Penn, PECO, Philadelphia Gas Works, and Valley Energy under the provisions of the new Natural Gas Choice and Competition Act, and electricity and related services in the service territories of PECO, PPL, Duquesne Light Co., Metropolitan Edison, Penelec, Penn Power, and West Penn Power under the provisions of the new 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 **ATLANTIC ENERGY MD, 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 **ATLANTIC ENERGY MD, LLC's** attorney at the address listed below:

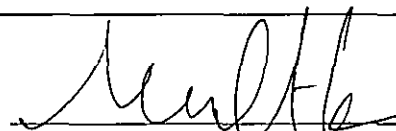
By and through Counsel:
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

CERTIFICATE OF SERVICE

On this the 21st day of April, 2016, 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	Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120
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
Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120	
Legal Department West Penn Power d/b/a Allegheny Power 800 Cabin Hill Drive Greensburg, PA 15601-1689	Manager Energy Acquisition PECO Energy Company 2301 Market Street Philadelphia, PA 19101-8699
Regulatory Affairs Duquesne Light Company 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219	Legal Department Attn: Paul Russell PPL Two North Ninth Street Allentown, PA 18108-1179
Legal Department First Energy 2800 Pottsville Pike Reading PA, 19612	

DATE: April 21, 2016


 Michael A. Grain, Esq.

SECRETARY'S BUREAU
 PA PUC

2016 APR 21 PM 1:45

RECEIVED