

# **TENASKA<sup>®</sup> POWER MANAGEMENT, LLC**

1701 E. Lamar Boulevard, Suite 100  
Arlington, Texas 76006 USA  
817-462-1521  
FAX: 817-462-1035

August 31, 2016

Pennsylvania Public Utility Commission  
Secretary  
400 North Street, Keystone Building  
Harrisburg, PA 17120

RECEIVED  
AUG 31 2016  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S OFFICE

**Re: Tenaska Power Management, LLC Application for Electric Generation Supplier**

Dear Sir or Madam,

Enclosed please find an original, as well as a searchable pdf on cd-rom (excluding confidential information), of Tenaska Power Management, LLC's Application for Electric Generation Supplier and all required documentation for your approval.

Also enclosed is a check in the amount of \$350.00, and the original Surety Bond.

If you have any questions, or need further documentation, please do not hesitate to contact Teri Brown at (817) 891-4170 or at [tbrown@tnsk.com](mailto:tbrown@tnsk.com).

Sincerely,



Christa Hodnett  
Manager, Contract Administration

Enclosures

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Tenaska Power Management, LLC for approval to offer, render, furnish, or supply electricity or electric generation services as a Supplier 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:

**Tenaska Power Management, LLC**  
14302 FNB Parkway  
Omaha, NE 68154 (Headquarters)

1701 E. Lamar Blvd., Suite 100  
Arlington, TX 76006  
[www.tenaska.com](http://www.tenaska.com)  
(817) 462-1521

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SECRETARY'S BUREAU

- 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.

**Corporation Service Company**  
2595 Interstate Drive, Suite 103  
Harrisburg, Pennsylvania 17110  
Phone: 1-800-927-9801  
Fax: N/A

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

**Brad Cox**  
Vice President Markets & Compliance  
1701 E. Lamar Blvd., Suite 100  
Arlington, TX 76006  
(817) 303-1114  
(817) 303-1104 (Fax)  
[bcox@tnsk.com](mailto:bcox@tnsk.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.

**Applicant is using the following in-house counsel:**

**Norma Iacovo**  
Associate General Counsel  
1701 E. Lamar Blvd., Suite 100  
Arlington, TX 76006  
(817) 462-1507  
(817) 303-1104 (Fax)  
[niacovo@tnsk.com](mailto:niacovo@tnsk.com)

- 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.

**Curry Aldridge**  
**Vice President Origination & Commercial Operations**  
**1701 E. Lamar Blvd., Suite 100**  
**Arlington, TX 76006**  
**(817) 303-1876**  
**(817) 303-1104 (Fax)**  
**caldrige@tnsk.com**

**John Swope**  
**Director Origination**  
**Courtyard Building, Suite D-3**  
**3900 Skippack Pike**  
**Skippack, PA 19474**  
**(703) 887-1352**  
**(Fax) (817) 303-1104**  
**jswope@tnsk.com**

## **2. BUSINESS ENTITY FILINGS AND REGISTRATION**

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

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

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

**OR**

The Applicant will not be using a fictitious name.

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

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

The Applicant is a sole proprietor.

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

**OR**

The Applicant is a:

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

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- \* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

**OR**

The Applicant is a:

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

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. **See Attachment I**
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. **Applicant is a Delaware LLC - See Attachment II**
- Give name and address of officers. **See Attachment III**

### **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.

**Tenaska Resources, LLC, 14302 FNB Parkway, Omaha, NE 68154**

**Tenaska Resources, LLC is not a jurisdictional public utility. Applicant does not have any affiliates that are currently 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. **Applicant does not have any predecessors that have done business in Pennsylvania.**

### **4. OPERATIONS**

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

Definitions

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

The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation

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

**OR**

**X** 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
- X** 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 engages in electric power transactions and services, and services to retail electric consumers.**

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

- |   |  |
|---|--|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike          |
| <input type="checkbox"/> Duquesne Light     | <input type="checkbox"/> PPL           |
| <input type="checkbox"/> Met-Ed             | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> PECO               | <input type="checkbox"/> Wellsboro     |
| <input type="checkbox"/> Penelec            | <input type="checkbox"/> West Penn     |
| <input type="checkbox"/> Penn Power         |  |
- X** 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)**
- X** Large Commercial Customers - (Over 25 kW)
- X** Industrial Customers
- X** 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. **October 1, 2016**

## **5. COMPLIANCE**

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

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.

**Applicant and no affiliate, predecessor, or person identified in this Application, has been, or is currently, the defendant of a criminal or civil proceeding within the last five (5) years.**

- 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.

**No formal or escalated actions or complaints have been 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.**

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

## **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

**Met-Ed, Penelec, and Penn Power:**  
Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

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

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

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

## 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](mailto: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.  
**See Attachment IV – CONFIDENTIAL**
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

**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. **TPM's primary source of funding will be cash flow from operations. Additionally, TPM has access to additional liquidity from Tenaska Energy Inc., who serves as TPM's credit support provider. Tenaska Energy Inc. financial statements are included with this application.**

**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.

**James Lunday**  
**Controller**  
**1701 E. Lamar Blvd., Suite 100**  
**Arlington, TX 76006**  
**(817) 303-1871**  
**(817) 303-1104 (Fax)**  
**[jlunday@tnsk.com](mailto:jlunday@tnsk.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.*



## 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 Attachments V and VI**

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): **Applicant will use its own internal resources/employees for marketing, and such marketing activities will be primarily based on referrals. Applicant will not engage in any cold calling or door to door marketing efforts.**

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? **N/A**

- Yes
- No

If yes, describe the Applicant's verification procedures.

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors. **All transactions will be reviewed by management prior to execution, ensuring that all marketing is performed in an ethical manner.**

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 Attachment VII**

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 Number 12-60-000.**
- Not applicable

## 9. DISCLOSURE STATEMENTS: N/A

**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.

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

## 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)*

- X**      AGREED - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10). **See Attachment V**
- 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.

**X**      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](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.

**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. **See Attachment VIII**

	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

*(Example Publications are provided at Appendices I and J)*

**13. SIGNATURE**

Applicant: **TENASKA POWER MANAGEMENT, LLC**

By: *Kevin R. Smith*  
 Kevin R. Smith  
 President



**14. CHECKLIST**

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

**Applicant: Tenaska Power Management, LLC**

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 PA PUBLIC UTILITY COMMISSION  
 SECRETARY'S BUREAU

Applicant's Use	<b>Signature</b>	
	<b>Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY)</b>	
	<b>Application Affidavit</b>	
	<b>Operations Affidavit</b>	
	<b>Proof of Publication</b>	
	<b>Bond or Letter of Credit</b>	
	<b>Tax Certification Statement</b>	
	<b>Commonwealth Department of State Verification</b>	
	<b>Certificate of Service</b>	

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

State of Texas :
:
: ss.
County of Tarrant :

Kevin R. Smith, Affiant, being duly affirmed according to law, deposes and says that:

He is the President of Tenaska Power Management, LLC;

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

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

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

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

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

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

Kevin R. Smith
Signature of Affiant



Sworn and subscribed before me this 30 day of August, 2016.

Erin Hartley
Signature of official administering oath

My commission expires September 8, 2018.



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**Appendix B  
OPERATIONS AFFIDAVIT**

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SECRETARY'S BUREAU

State of Texas :  
: ss.

County of Tarrant :

Kevin R. Smith, Affiant, being duly affirmed according to law, deposes and says that:

He is the President of Tenaska Power Management, LLC;

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

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

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

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

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

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

Kevin R. Smith  
Signature of Affiant



Sworn and subscribed before me this 30 day of August, 2016.

Erin Hartley  
Signature of official administering oath

My commission expires September 8, 2018.



## Appendix C

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

### Example CERTIFICATE OF SERVICE

On this the 30<sup>th</sup> day of August 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 **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

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

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

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

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

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

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

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

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

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

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

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

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

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

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

  
Kevin R. Smith, President  
Tenaska Power Management, LLC



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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: Corporation Service Company 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.)

- Chiropractic       Dentistry       Law       Medicine and surgery
- Optometry       Osteopathic medicine and surgery       Podiatric medicine       Public accounting
- Psychology       Veterinary medicine

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 29th day of June, 2016.

Tenaska Power Management, LLC  
Name of Association

Kevin R. Smith  
Signature

President  
Title

**CERTIFICATE OF FORMATION**

**OF**

**TENASKA POWER MANAGEMENT, LLC**

This Certificate of Formation, dated August 30, 2011, has been duly executed and is being filed in order to form a limited liability company pursuant to the Delaware Limited Liability Company Act (6 Del. C. §§ 18-101 et seq.).

1. Name. The name of the limited liability company is Tenaska Power Management, LLC.
2. Registered Office. The address of the registered office of the limited liability company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware, 19808.
3. Registered Agent. The name and address of the registered agent for service of process on the limited liability company in the State of Delaware are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware, 19808.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of the date first above-written.



Thomas J. Malicki, Authorized Person

# TENASKA POWER MANAGEMENT, LLC

## LIMITED LIABILITY COMPANY AGREEMENT

This Limited Liability Company Agreement (this "Agreement"), effective August 30, 2011 (the "Effective Date"), is made and entered into by the undersigned parties, as members, all of whom do hereby form a limited liability company pursuant to the Act (as hereinafter defined).

### ARTICLE 1. DEFINITIONS

**"Act"** shall mean the Delaware Limited Liability Company Act, as modified, restated, amended, or supplemented from time to time.

**"Additional Member"** shall mean any Person or Entity who or which is admitted to the Company as an Additional Member pursuant to Article 10 hereof.

**"Board of Managers" or "Board"** shall mean the Persons named in Section 4.3, or any other Person or Entity elected as successor to any of such Persons pursuant to the terms of this Agreement.

**"Capital Account"** as of any given date shall mean the Capital Contribution to the Company by a Member as adjusted up to the date in question pursuant to Article 7.

**"Capital Contribution"** shall mean any contribution to the capital of the Company in cash or property by a Member whenever made (or succeeded to).

**"Code"** shall mean the Internal Revenue Code of 1986 or the corresponding provisions of any subsequent or superseding federal revenue laws.

**"Company"** shall mean Tenaska Power Management, LLC.

**"Entity"** shall mean any general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, cooperative or association.

**"Fiscal Year"** shall mean the Company's fiscal year, which shall be the calendar year.

**"Initial Member"** shall mean the members of the Company as of the Effective Date whose names and signatures appear on the signature page hereof.

**"Interest"** shall mean the ownership interest of a Member in the Company at any particular time, expressed as a percentage, determined by dividing such Member's Units by the total of all Units outstanding.

**"Member"** shall mean each of the Members, Additional Members and Substitute Members who are, as of a given time, a member of the Company.

**"Net Profits"** shall mean, for each Fiscal Year, the income and gains of the Company (including income and gain exempt from income taxation) determined in accordance with accounting principles consistently applied from year-to-year employed under the method of accounting described in Section 8.4.

**"Net Losses"** shall mean, for each Fiscal Year, the losses and deductions of the Company (including any expenditures not deductible in computing the Company's taxable income and not properly chargeable to a capital account under the Code) determined in accordance with accounting principles consistently applied from year-to-year employed under the method of accounting described in Section 8.4.

**"Person"** shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors, and assigns of such **"Person"** where the context so permits.

**"Secretary of State"** shall mean the Secretary of State of the State of Delaware.

**"Substitute Member"** shall mean any Person or Entity who or which is admitted to the Company as a Substitute Member pursuant to this Agreement and the Act.

**"Transfer Agreement"** shall mean the agreement between the Company and the Members pursuant to which the transferability of the Units of such Members is restricted.

**"Treasury Regulations"** shall mean the Income Tax Regulations, including temporary regulations, promulgated under the Code, as amended from time to time.

**"Units"** shall mean the capital units issued by the Company to its Members which represent the Members' ownership interest in the Company.

## **ARTICLE 2. NAME AND REGISTERED AGENT AND ADDRESS**

2.1 Name. The name of the Company is "Tenaska Power Management, LLC".

2.2 Registered Office and Registered Agent. The Company's registered agent and registered office shall be that Person and location reflected in the Certificate of Formation filed with the Secretary of State, as amended from time to time. The Board shall have the right to change the registered office and registered agent of the Company at any time through appropriate filings with the Secretary of State.

## **ARTICLE 3. PURPOSE, BUSINESS, AND TERM OF COMPANY**

3.1 Purpose and Business of the Company. The purpose of the Company is to engage in any lawful business and to perform any lawful activity which may be carried on by limited liability companies organized under the Act, as now in effect or hereafter amended.

3.2 Term of the Company. The term of the Company shall commence on the date determined in accordance with the provisions of the Act and shall continue in perpetual existence

unless and until the Company is dissolved pursuant to this Agreement. Thomas J. Malicki, as an "authorized person" within the meaning of the Act, is authorized to execute, deliver, and file the Certificate of Formation of the Company with the Secretary of State.

#### ARTICLE 4. MANAGEMENT

4.1 Management. The business and affairs of the Company shall be managed by the Board of Managers and the Board is authorized on behalf of the Company to take any action (including but not limited to the acts authorized by Section 4.4) of any kind and to do any thing, in a manner consistent with the provisions of this Agreement, which reasonably may be required to accomplish the purposes of the Company. Nonetheless, the Board may appoint or elect officers of the Company for the purpose of managing the day to day operations of the Company. The Board may adopt such rules and regulations for the conduct of meetings of the Board and the management of the Company not inconsistent with this Agreement and the Act. Unless otherwise required by this Agreement or the Act, the Board shall act by vote at a meeting of the Board or by written consent. The vote or written consent of a majority of the Board shall represent the decision of the Board and shall be binding upon the Company with the same force and effect as if such vote or written consent were unanimous.

4.2 Number, Tenure and Qualifications. The number of members of the Board of Managers shall be four (4). A member of the Board shall hold office until his successor has been elected and qualified or until his prior resignation or removal. The initial Board of Managers is named in Section 4.3. A member of the Board need not be a Member of the Company.

4.3 Manager. The initial members of the Board of Managers are:

Howard L. Hawks  
Thomas E. Hendricks  
Ronald N. Quinn  
Jerry K. Crouse

4.4 Certain Powers of Board. Without in any way limiting the generality of Section 4.1, the Board shall have the following powers and authority on behalf of the Company which the Board may exercise (or delegate to the Officers to exercise) without the prior consent or approval of the Members.

(a) To acquire property from any Person or Entity as the Board may determine.

(b) To borrow money for the Company from banks, other lending institutions, the Members, or affiliates of the Members or the Board, on such terms as the Board deems appropriate, and, in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums.

(c) To pledge the assets of the Company as collateral for the repayment of monies borrowed by affiliates of the Company.

(d) To purchase liability and other insurance to protect the Company's property and business.

(e) To hold and own any Company real and/or personal properties in the name of the Company.

(f) To invest any Company funds temporarily (by way of example but not limitation) in time deposits, short-term governmental obligations, commercial paper or other investments.

(g) To sell or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound.

(h) To execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, and any other instruments or documents necessary, in the opinion of the Board, to the business of the Company.

(i) To employ accountants, legal counsel, managing agents, or other experts to perform services for the Company and to compensate them from Company funds.

(j) To enter into any and all other agreements on behalf of the Company, with any other Person or Entity for any purpose, in such forms as the Board may approve.

(k) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Agreement or by the Board, no Officer, Member, agent or employee of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable monetarily for any purpose.

4.5 Liability for Certain Acts. The Board shall exercise its business judgment in participating in the management of the business, operations and affairs of the Company. Unless fraud, deceit, gross negligence, willful misconduct, a wrongful taking, or a knowing violation of the criminal law shall be proved by a non-appealable court order, judgment, decree or decision, a member of the Board shall not be liable or obligated to the Members for any mistake of fact or judgment or for the doing of any act or the failure to do any act in conducting the business, operations and affairs of the Company which may cause or result in any loss or damage to the Company, or its Members. The Board does not, in any way, guarantee the return of the Member's Capital Contributions or a profit for the Members from the operations of the Company. The Board shall not be responsible to any Members because of a loss of their

investment or a loss in operations, unless the loss shall have been the result of fraud, deceit, gross negligence, willful misconduct, a wrongful taking, or a knowing violation of the criminal law by the Board proved by a non-appealable court order, judgment, decree, or decision. A member of the Board shall incur no liability to the Company or to any of the Members as a result of engaging in any other business or venture even if such business or venture is in competition with the Company.

4.6 No Exclusive Duty to Company. A member of the Board shall not be required to manage the Company as its sole and exclusive function and such member may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Member shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of the members of the Board (or any of them) or to the income or proceeds derived therefrom.

4.7 Bank Accounts. The Board may from time to time open (or authorize Officers or agents to open) bank accounts in the name of the Company.

4.8 Indemnification. The Company shall indemnify and hold harmless any Person serving as a member of the Board and/or acting as an Officer (the "Indemnified Person"), to the fullest extent allowed by the Act from all expenses (including attorneys' fees), costs, judgments, penalties, fines and amounts paid in settlement that are actually incurred by the Indemnified Person in connection with any action, suit or proceeding brought by or against the Indemnified Person. All expenses (including attorneys' fees), costs, judgments, penalties, fines and amounts paid in settlement of any action, suit or proceeding shall be paid by the Company as they are incurred by any Indemnified Person in advance of the final disposition of such action, suit or proceeding, upon receipt of an undertaking by or on behalf of the Indemnified Person to repay the amount if it is ultimately determined by a court of competent jurisdiction that such Person is not entitled to be indemnified by the Company.

4.9 Resignation. A member of the Board may resign at any time by giving written notice to the Members of the Company. The resignation of a member of the Board shall take effect upon receipt of the notice thereof or at such later time as shall be specified in such notice. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.10 Removal. At a meeting called expressly for that purpose, a member of the Board may be removed at any time, with or without cause, by the affirmative vote of Members holding a majority of the Interests then entitled to vote at an election of the Board.

4.11 Vacancies. Any vacancy occurring for any reason in the Board may be filled by the affirmative vote of Members holding at least a majority of the Interests then entitled to vote at an election of the Board.

4.12 Salaries. The salaries and other compensation of the Board shall be zero unless otherwise determined by an affirmative vote of the Members holding at least a majority of the Interests then entitled to vote. A member of the Board shall not be prevented from receiving a salary by reason of the fact that such member of the Board is also a Member of the Company.



4.13 Related Parties. In exercising the power and authority granted in this Agreement to manage the business and affairs of the Company, the Board and the Officers may deal with such Persons or Entities as the Board and/or the Officers may determine necessary and appropriate. The fact that a member of the Board, an Officer, and/or a Member is directly or indirectly affiliated or connected with any Person or Entity shall not prohibit the Company from dealing with that Person or Entity.

4.14 Officers. The Board may appoint officers of the Company ("Officers") which may include, but shall not be limited to, a chief executive officer, president, chief financial officer, one or more vice presidents, secretary, assistant secretary, and treasurer. A Person may hold more than one office in the Company. In addition to the powers set forth below, the Officers shall have full authority to contract for, negotiate on behalf of, and otherwise represent the interests of the Company, except as may be otherwise limited by this Agreement or the Board:

(a) Chief Executive Officer. The Chief Executive Officer shall have supervision of the operations of the Company and at all times shall possess the power to sign all certificates, contracts, and other instruments of the Company, except as otherwise limited in writing by the Board.

(b) President. In the absence of the Chief Executive Officer, the President shall perform all duties of the Chief Executive Officer. The President shall have general charge and supervision of the assets and affairs of the Company. The President at all times shall possess the power to sign all certificates, contracts, and other instruments of the Company, except as otherwise limited in writing by the Board or the Chief Executive Officer; and, in general, shall perform all duties incident to the office of a president of a corporation, and such other duties as are from time to time assigned to the President by the Board.

(c) Chief Financial Officer. The Chief Financial Officer shall have the care and custody of the funds and valuable papers of the Company, and shall receive and disburse all moneys in such manner as may be prescribed by the Board or the Chief Executive Officer. In general, the Chief Financial Officer shall perform such duties customarily performed by a chief financial officer of a corporation, and shall perform such other duties and have such other powers as are from time to time assigned to the Chief Financial Officer by the Board, the Chief Executive Officer, or the President.

(d) Vice Presidents. Each Vice President shall possess the power to sign all certificates, contracts, and other instruments of the Company, except as otherwise limited in writing by the Board or the Chief Executive Officer; and, in general, shall perform all duties as are from time to time assigned to such Vice President by the Board, the Chief Executive Officer, or the President.

(e) Secretary. The Secretary shall keep the minutes of any meetings of the Board and shall be custodian of the records of the Company. In general, the Secretary shall perform such duties customarily performed by a secretary of a corporation, and shall perform such other duties and have such other powers as are from time to time assigned to the Secretary by the Board, the Chief Executive Officer, or the President.

(f) Assistant Secretary. In general, the Assistant Secretary shall perform such duties customarily performed by an assistant secretary of a corporation, and shall perform such other duties and have such other powers as are from time to time assigned to the Assistant Secretary by the Board, the Chief Executive Officer, the President, or the Secretary.

(g) Treasurer. In general, the Treasurer shall perform such duties customarily performed by a treasurer of a corporation, and shall perform such other duties and have such other powers as are from time to time assigned to the Treasurer by the Board, the Chief Executive Officer, the President, or the Chief Financial Officer.

The Board shall appoint or elect the Officers of the Company. An Officer shall serve until his successor is elected and qualifies or until his prior resignation or removal. The Board may remove an Officer or other agent of the Company at any time. The removal of an Officer or agent does not prejudice any of his contract rights. The Board may fill a vacancy which occurs in any office.

## ARTICLE 5. RIGHTS AND OBLIGATIONS OF MEMBERS

5.1 Limitation of Liability. Each Member's liability shall be limited as set forth in the Act and other applicable law.

5.2 Company Debt Liability. A Member will not be personally liable for any debts or losses of the Company, except as otherwise required by law.

5.3 No Right of Approval of Sale of All Assets. The Members shall not have the right to approve the sale, exchange or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan so long as such disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound and the Board shall have the power and authority to approve such sale, exchange, or other disposition without the consent or approval of the Members. For the avoidance of doubt, if a sale, exchange, or other disposition of all, or substantially all, of the Company's assets which is to occur as part of a single transaction or plan will result in a violation of or be a cause of default under any other agreement to which the Company may be bound, then the Members shall have the right to approve such sale, exchange, or other disposition and the Board shall not have the power and authority to approve such sale, exchange, or other disposition without the consent or approval of the Members.

5.4 Company Books. The Board shall maintain and preserve, during the term of the Company, all accounts, books, and other relevant Company documents. Upon reasonable request, each Member shall have the right, during ordinary business hours, to inspect and copy such Company documents at the Member's expense.

5.5 Priority and Return of Capital. No Member shall have priority over any other Member, either as to the return of Capital Contributions or as to Net Profits, Net Losses or distributions; provided that this Section shall not apply to loans (as distinguished from Capital Contributions) which a Member has made to the Company.

5.6 Admission. A Person shall be admitted as a Member of the Company upon its execution of a counterpart signature page of this Agreement.

## ARTICLE 6. MEETINGS OF MEMBERS

6.1 Meetings. Meetings of the Members, for any purpose or purposes, unless otherwise prescribed by the Act, may be called by the Board or by Members holding at least ten percent (10%) of the Interests then entitled to vote.

6.2 Place of Meetings. The Board or the Members calling the meeting may designate any place, either within or outside the State of Delaware, as the place of meeting for any meeting of the Members. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal executive office of the Company.

6.3 Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than ten (10) nor more than fifty (50) days before the date of the meeting, either personally or by mail, by or at the direction of the Board or person calling the meeting, to each Member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered as provided in Section 12.1.

6.4 Record Date. For the purpose of determining Members entitled to notice of or to vote at any meeting of Members or any adjournment thereof, or Members entitled to receive payment of any distribution, or in order to make a determination of Members for any other purpose, the date on which notice of the meeting is mailed or the date on which the resolution declaring such distribution is adopted, as the case may be, shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this Section 6.4, such determination shall apply to any adjournment thereof.

6.5 Quorum. Members holding at least a majority of all Interests, represented in person or by proxy, shall constitute a quorum at any meeting of Members. In the absence of a quorum at any such meeting, a majority of the Interests so represented may adjourn the meeting from time to time for a period not to exceed sixty (60) days without further notice. However, if the adjournment is for more than sixty (60) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each Member of record entitled to vote at the meeting. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal during such meeting of Interests whose absence would cause less than a quorum to be present at the meeting.

6.6 Manner of Acting. If a quorum is present, the affirmative vote of Members holding at least a majority of the Interests represented at such meeting and entitled to vote on the subject matter shall be the act of the Members, unless the vote of a greater or lesser proportion or number is otherwise required by the Act or by this Agreement.

6.7 Proxies. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by a duly authorized attorney-in-fact. Such proxy shall be filed with the Board before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6.8 Action by Members Without a Meeting. Action required or permitted to be taken at a meeting of Members may be taken without a meeting if the action is evidenced by one or more written consents describing the action taken, signed by Members holding at least a majority of the Interests entitled to vote (or such greater percentage as may be required by the Act or by this Agreement) and delivered to the Board for inclusion in the minutes or for filing with the Company records. Action taken under this Section 6.8 is effective when the Members holding the necessary Interests have signed the consent, unless the consent specifies a different effective date. The record date for determining Members entitled to take action without a meeting shall be the date the first Member signs a written consent.

6.9 Waiver of Notice. When any notice is required to be given to any Member, a waiver thereof in writing signed by the Person entitled to such notice, whether before, at, or after the time stated therein, shall be equivalent to the giving of such notice.

## ARTICLE 7. CONTRIBUTIONS TO THE COMPANY, INTERESTS AND CAPITAL ACCOUNTS

7.1 Members, Capital Contributions. Each Member shall contribute the cash or property set forth on the counterpart signature page of this Agreement signed by such Member as such Member's Capital Contribution. Each Member shall make such contribution promptly after the execution of this Agreement by such Member; and the Members shall have no obligation to make any additional contributions of capital to the Company.

7.2 Interests. Each Member's ownership interest in the Company shall be represented by the Units held by such Member. The Units initially issued to (or acquired by) each Member and the initial Interest in the Company of each Member are set forth on the counterpart signature page of this Agreement signed by such Member and such Units/Interest may be increased or decreased from time to time in accordance with the terms and provision of this Agreement. An unlimited number of Units are authorized and the Board may issue additional Units at any time without the consent or approval of the Members. Additional Members shall receive the Units determined by the Board. The Units issued to an Additional Member, and the Capital Contribution for such Units, shall be determined in the sole discretion of the Board. No Member shall have any preemptive or other rights in connection with the issuance or ownership of any Units. The Board shall keep proper and complete records of the Units issued and outstanding and the Interests represented thereby.

7.3 Capital Accounts.

(a) A separate Capital Account will be maintained for each Member. Each Member's Capital Account will be increased by (1) the amount of money contributed by such Member to the Company; (2) the fair market value of property contributed by such Member to the Company (net of liabilities secured by such contributed property that the

Company is considered to assume or take subject to under Section 752 of the Code); and (3) the amount of Net Profits allocated to such Member. Each Member's Capital Account will be decreased by (1) the amount of money distributed to such Member by the Company; (2) the fair market value of property distributed to such Member by the Company (net of liabilities secured by such distributed property that such Member is considered to assume or take subject to under Section 752 of the Code); and (3) the amount of Net Losses allocated to such Member.

(b) In the event of a permitted sale or exchange of an Interest in the Company, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent it relates to the transferred interest.

(c) The manner in which Capital Accounts are to be maintained pursuant to this Section 7.3 is intended, and shall be construed so as to comply with the requirements of Code Section 704(b) and the Treasury Regulations promulgated thereunder.

(d) Upon liquidation of the Company (or any Member's Interest), liquidating distributions will be made in accordance with the positive Capital Account balances of the Members, as determined after taking into account all Capital Account adjustments for the Company's taxable year during which the liquidation occurs. Liquidation proceeds will be paid within sixty days of the end of the taxable year (or, if later, within 90 days after the date of the liquidation).

#### 7.4 Withdrawal or Reduction of Members, Contributions to Capital.

(a) A Member shall not receive out of the Company's property any part of its contributions to capital until all liabilities of the Company, except liabilities to Members on account of their contributions to capital, have been paid and there remains property of the Company sufficient to pay them.

(b) A Member shall not be entitled to demand or receive from the Company the liquidation of its Interest in the Company until the Company is dissolved in accordance with the provisions hereof or other applicable provisions of the Act.

### ARTICLE 8. ALLOCATIONS, INCOME TAX ELECTIONS AND RETURNS

8.1 Allocations of Profits and Losses from Operations. The Net Profits and Net Losses of the Company for each Fiscal Year shall be allocated among the Members in proportion to their Interests in the Company. Any credit available for income tax purposes shall be allocated among the Members in like fashion.

8.2 Distributions. All distributions of cash or other property shall be made to the Members pro rata in proportion to the respective Interests of the Members on the record date of such distribution. Except as provided in Section 8.3, all distributions shall be made at such time as determined by the Board. All amounts withheld pursuant to the Code or any provisions of state or local tax law with respect to any payment or distribution to the Members from the

Company shall be treated as amounts distributed to the relevant Member or Members pursuant to this Section 8.2.

8.3 Limitation Upon Distributions. No distribution shall be declared and paid if, after giving effect to such distribution: (a) the Company would be unable to pay its debts as they become due in the usual course of business, or (b) the Company's total assets would be less than the sum of its total liabilities.

8.4 Accounting Principles. The profits and losses of the Company shall be determined in accordance with generally accepted accounting principles (GAAP) applied on a consistent basis under the cash or accrual method of accounting as elected by the Board, unless required to be kept on the accrual basis by applicable provisions of the Code or Treasury Regulations.

8.5 Interest on and Return of Capital Contributions. No Member shall be entitled to interest on its Capital Contribution or to a return of its Capital Contribution, except as otherwise specifically provided for herein.

8.6 Loans to Company. Nothing in this Agreement shall prevent any Member from making secured or unsecured loans to the Company by agreement with the Company.

8.7 Returns and Other Elections. The Board shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, shall be furnished to the Members within a reasonable time after the end of the Company's fiscal year.

8.8 Tax Matters Designee. If the Company is required under the Code to have a "Tax Matters Partner", then Jerry K. Crouse is hereby designated as the "Tax Matters Partner" for purposes of the Code and the Treasury Regulations; and all tax matter elections permitted to be made by the Company under federal or state laws shall be made by the Tax Matters Partner in its discretion. The Board shall have the right to change the Tax Matters Partner at any time.

## ARTICLE 9. TRANSFERABILITY

9.1 Restrictions. The ownership and transferability of the Interest/Units of each Member are substantially restricted. Except as otherwise allowed by this Agreement or the Transfer Agreement, no Member may sell, assign, give, hypothecate, pledge, transfer, bequeath, or otherwise dispose of any or all of such Member's Interest/Units, in whole or in part, voluntarily, involuntarily, by operation of law, or otherwise, to any other Person or Entity without the prior written consent of the Board. Receipt or possession by a transferee, assignee, or holder of an Interest/Unit shall in no way imply that such transferee, assignee, or holder is, or cause such transferee, assignee or holder to be, a Member. Except for any permitted transferees from a Member pursuant to the Transfer Agreement, no transferee, assignee or holder of an Interest/Unit may vote such Interest/Unit unless such transferee, assignee or holder is admitted as a Member by the Board. Notwithstanding the preceding provisions of this Section 9.1, a Member may collaterally assign the Interest/Units of such Member to any entity(ies) (including any agent acting on behalf of such entity(ies)) providing a loan or other extensions of credit to

the Company or any of its affiliates as security for such loan or other extensions of credit without the consent of the Board or any other Member; and the consent of the Board shall not be required in order for the beneficiary of such collateral assignment to become a Member following a foreclosure or other enforcement of such security; provided, however, that such beneficiary shall be subject to all of the terms and conditions of this Agreement.

#### **ARTICLE 10. ADDITIONAL AND SUBSTITUTE MEMBERS**

10.1 Admission of New Members. With the consent of the Board, and without the necessity for consent or approval of the Members, any Person or Entity acceptable to the Board may, subject to the terms and conditions of this Agreement: (a) become an Additional Member in this Company for such consideration as the Board shall determine, or (b) become a Substitute Member as a transferee of a Member's Interest/Units or any portion thereof. Other than the Initial Members, no transferee, assignee, or holder of an Interest/Units shall become a Member without the written consent of the Board.

10.2 Allocations to New Members. No Additional or Substitute Member shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Company. The Board may, at its option, at the time an Additional or Substitute Member is admitted, close the Company books (as though the Company's tax year had ended) or make pro rata allocations of loss, income and expense deductions to an Additional or Substitute Member for that portion of the Company's tax year in which an Additional or Substitute Member was admitted, in accordance with the provisions of Section 706(d) of the Code and the Treasury Regulations promulgated thereunder.

#### **ARTICLE 11. DISSOLUTION AND TERMINATION**

##### 11.1 Dissolution.

(a) The Company shall be dissolved upon the occurrence of any of the following events:

- (i) the expiration of the term of the Company;
- (ii) the unanimous written consent of all Members;
- (iii) the judicial dissolution of the Company; or

(iv) at any time there are no Members, unless the Company is continued pursuant to the Act.

11.2 Effect of Dissolution. Upon the occurrence of any of the events specified in Section 11.1, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its business, but its separate existence shall continue until a Certificate of Cancellation has been filed with the Secretary of State.

11.3 Distribution of Assets Upon Dissolution. In settling accounts after dissolution, the liabilities of the Company shall be entitled to payment in the following order:

(a) to creditors, in the order of priority as provided by law, except those to Members of the Company on account of their Capital Contributions; and

(b) to Members of the Company with respect to their Capital Accounts.

11.4 Certificate of Cancellation. When all debts, liabilities and obligations have been satisfied and all of the remaining property and assets of the Company have been distributed to the Members, a Certificate of Cancellation shall be prepared in accordance with the Act and shall be filed with the Secretary of State as required by the Act.

11.5 Winding Up. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of such Member's Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of each Member, such Member shall have no recourse against the Board or any other Member. The winding up of the affairs of the Company and the distribution of its assets shall be conducted exclusively by the Board, who is hereby authorized to take all actions necessary to accomplish such distribution, including without limitation, selling any Company assets the Board deems necessary or appropriate to sell in its sole and absolute discretion.

## ARTICLE 12. MISCELLANEOUS PROVISIONS

12.1 Notices. Any notice, demand, or communication required or permitted to be given by any provisions of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the party or to an executive officer of the party to whom the same is directed or if sent by registered or certified mail, postage and charges prepaid, addressed to the Member's and/or Company's address as it appears in the Company's records, as appropriate. Except as otherwise provided herein, any mailed notice shall be deemed to be given three business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, addressed and sent as aforesaid.

12.2 Books of Account and Records. Proper and complete records and books of account shall be kept or shall be caused to be kept by the Board in which shall be entered fully and accurately all transactions and other matters relating to the Company's business in such detail and completeness as is customary and usual for businesses of the type engaged in by the Company. Such books and records shall be maintained in accordance with the method of accounting described in Section 8.4. The books and records shall at all times be maintained at the principal executive office of the Company and shall be open to the reasonable inspection and examination of the Members or their duly authorized representatives during normal business hours.

12.3 Application of Delaware Law. This Agreement, and the application or interpretation hereof; shall be governed exclusively by its terms and by the laws of the State of Delaware, and specifically the Act.



12.4 Waiver of Action for Partition. Each Member irrevocably waives during the term of the Company any right that such Member may have to maintain any action for partition with respect to the property of the Company.

12.5 Amendments. Any amendment to this Agreement may be proposed to the Members by the Board or by Members holding not less than a majority of the Interests then entitled to vote. A vote on an amendment to this Agreement shall be taken within thirty (30) days after notice thereof has been given to the Members, unless such period is otherwise extended by applicable laws, regulations, or agreement of the Members. A proposed amendment shall become effective at such time as it has been approved by two-thirds (2/3) of the Interests entitled to vote on such matter.

12.6 Execution of Additional Instruments. Each Member agrees to execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments necessary to comply with any laws, rules or regulations applicable to the Company or this Agreement.

12.7 Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa.

12.8 Headings. The headings in this Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

12.9 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

12.10 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

12.11 Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

12.12 Heirs, Successors, and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

12.13 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company.

12.14 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

12.15 Certificates for Interest. The Interest of a Member in the Company, as represented by Units, may be represented by certificates in such form or forms as may from time to time be determined by the Board. All certificates shall be consecutively numbered. All certificates surrendered to the Company for transfer shall be cancelled, and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and cancelled; however, in the case of a lost, destroyed, or mutilated certificate, a replacement certificate may be issued upon such terms and indemnity to the Company as the Board may prescribe. Except as otherwise provided in this Agreement or by applicable law, the person in whose name Units stand on the books of the Company shall be deemed by the Company to be the owner of such Units for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**ATTACHMENT III  
OFFICERS AND DIRECTORS OF TENASKA POWER MANAGEMENT, LLC**

Howard L. Hawks* <b>Director &amp; Chairman</b>	Thomas E. Hendricks* <b>Director &amp; Executive Vice President</b>	Jerry K. Crouse* <b>Director &amp; CEO</b>	Ronald N. Quinn* <b>Director &amp; Executive Vice President &amp; Secretary</b>
Curry D. Aldridge** Vice President/Origination & Commercial Operations	Robert E. Anderson** Vice President/ Business Development	Nicholas N. Borman* Senior Vice President/ Engineering & Construction	Jeremy D. Carpenter** Vice President/ Asset Management & Operations
Larry G. Carlson* Vice President/ Environmental Affairs	O. Bradley Cox** Vice President/Markets & Compliance	Aaron O. Dubberly* Vice President/Asset Management	Keith E. Emery** Vice President/Marketing
Mark G. Foreman** Vice President, Trading	Barton D. Ford** Vice President	Drew J. Fossum* Vice President, Assistant Secretary & General Counsel	Joseph G. Hancock* Vice President/Finance
Timothy E. Hemig* Vice President	William W. Horton** Vice President, Risk Management	Fred R. Hunzeker* Vice President	Todd S. Jonas* Senior Vice President/ Operations & Asset Management
Andrew R. Jones* Vice President/ Engineering	David Johnson* Vice President/Tax	Stephen R. Johnson* Vice President/ Development	Gregory B. Kelly** Vice President
David W. Kirkwood* Vice President & Treasurer	Corey S. Kopiasz* Vice President/ Finance	Timothy G. Kudron* Senior Vice President/Finance & Administration & Assistant Secretary	Michael F. Lawler* Executive Vice President/ Corporate Investments
Jenni L. Leger** Vice President/Real Time Trading	Daniel E. Lonergan* Vice President	Delette J. Olberg* Vice President/ Government & Public Affairs	Daniel G. Ramaekers* Vice President/Information Technology
Robert A. Ramaekers* Vice President/ Development	Kevin R. Smith** President	Douglas A. Troupe* Assistant Secretary	Sheila R. Trueblood* Vice President
Gregory A. Van Dyke* CFO & Senior Vice President	James B. Welniak* Vice President/ Engineering	David T. Wingfield* Vice President/Operations	

\*14302 FNB Parkway, Omaha, NE 68154 - Headquarters

\*\* 1701 E. Lamar Blvd., Suite 100, Arlington, TX 76006

ATTACHMENT V

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

Tenaska Power Management, 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: Kevin R. Smith

Name: Kevin R. Smith

Title: President

Date: 7/13/16

PJM Interconnection, L.L.C.

Signature: Erin L Scheist

Name: Erin L Scheist

Title: Manager, Stakeholder Relations

Date: 7/25/16

**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 7/25/16, is entered into among Tenaska Power Management, LLC and the President of the LLC acting on behalf of its Members.

2. Tenaska Power Management, 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 Tenaska Power Management, LLC's facilities, a copy of Attachment J from the PJM Tariff marked to show changes in the PJM Region boundaries is attached hereto. Tenaska Power Management, LLC agrees to pay for all required metering, telemetering and hardware and software appropriate for it to become a member.

3. Tenaska Power Management, LLC agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

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

Brad Cox  
1701 E. Lamar Blvd., Suite 100,  
Arlington, TX 76006 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 Tenaska Power Management, LLC as a Member of the LLC thereto, effective as of July 25<sup>th</sup> 2016, the date the President of the LLC countersigned this Agreement.

IN WITNESS WHEREOF, Tenaska Power Management, 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: Erin C. Sechrist on behalf of Tenaska  
Name: Erin C. Sechrist  
Title: President

By: Kevin R. Smith  
Name: Kevin R. Smith  
Title: President





PJM Interconnection  
2750 Monroe Blvd.  
Audubon, PA 19403

Faith K. Daley  
Senior Paralegal/Contract Administrator  
Ph: 610.666.8875 | Fax 610.666.8211  
[faith.daley@pjm.com](mailto:faith.daley@pjm.com)

August 18, 2016

**Via Email Only**

O. Brad Cox, Vice President - Markets & Compliance  
Tenaska Power Management, LLC  
1701 E. Lamar Boulevard, Suite 100  
Arlington, TX 76006

**Re: Letter in Good Standing**

Dear Mr. Cox:

This letter is being provided to Tenaska Power Management, LLC pursuant to your request. Tenaska Power Management, LLC was approved for PJM Interconnection, L.L.C. ("PJM") membership effective July 25, 2016. Tenaska Power Management, LLC is a load serving entity and signed the Reliability Assurance Agreement Among Load Serving Entities in the PJM Region on July 28, 2016.

PJM checked its records, including billing and settlement information, and can confirm that Tenaska Power Management, LLC is currently a member in good standing.

Please feel free to contact me if further information is required.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Faith K. Daley', written in a cursive style.

Faith K. Daley  
Senior Paralegal/Contract Administrator

/fkd

## **ATTACHMENT VI** **TECHNICAL FITNESS**

Tenaska Power Management, LLC ("TPM") has contracted with Tenaska, Inc. ("Tenaska") to provide market support, interface with the ISO, as well as settlement, contracts, accounting and computer services. The following key TPM personnel will provide services in their designated areas of responsibility, will supervise personnel reporting to them in their respective areas to ensure provision of services, and will be responsible for managing the contract relationship with Tenaska for their respective functions to coordinate the provision of services.

### **Curry Aldridge**

Curry Aldridge is the Vice President of Origination and Commercial Operations of TPM. Curry, based in Texas, is responsible for managing Tenaska's origination team as well as several of the back office operations of the business. These back office duties include managing the settlements, process integrity, contracts, and strategic technology departments. Curry was promoted into this position at Tenaska in February 2013.

Curry Aldridge joined Tenaska in February 2000. During his time at Tenaska, Curry Aldridge worked on the 24-hour Real-time Trading/Scheduling desk for three years where he was responsible for trading and scheduling activities in multiple markets. In February 2003, Curry began working in Tenaska's Origination group focusing on the ERCOT market where he was responsible for signing long-term marketing and energy management structured transactions with both wholesale and retail third parties. During this time, Curry held the proxy vote for Tenaska on the Retail Market Subcommittee in 2003-2004 and served as the Independent Power Marketer segment member in 2005. He was also a NERC-certified System Operator from 2003-2008.

In 2007, Curry shifted his origination efforts to the PJM market where he started retail business activities in that market, as well as expanding the existing wholesale energy management business. In August 2008, he transitioned over and began managing Tenaska's energy management business. Responsibilities in this role involved the day-to-day management of Tenaska's scheduling, management and optimization activities for energy management customers in the ERCOT, MISO, PJM, SERC and SPP power markets. These duties include directing the incorporation of new energy management customers into Tenaska's energy management programs and coordinating internally between Tenaska's operations, trading, origination, settlements, accounting, risk management, and information technology groups. From 2010-2011, Curry served as Tenaska's representative on the ERCOT Wholesale Market Subcommittee as the Independent Power Marketer segment member. During this time in energy management, Curry also was responsible for managing ERCOT Nodal implementation efforts as well as managing EMS/SCADA operations.

Curry Aldridge holds a Bachelor of Business Administration degree in Marketing from Abilene Christian University in Abilene, Texas.

### **Michelle Trenary**

Michelle Trenary serves as the Settlements and Customer Support Director for TPM. Michelle, based in Texas, is responsible for day to day settlement activities in multiple power markets. Michelle has over 26 years of energy industry experience, with 11 years focused on electric utility engineering and 15 years focused on deregulated energy markets.

Prior to joining Tenaska, Michelle was Director of Settlements for a Texas Retail Electric Provider. She established the department and initiated all ERCOT market settlement processes. Michelle has served in many engineering and engineering leadership roles, including Substation Design Engineer, Substation Construction, Testing and Maintenance Supervisor, Engineering Services Manager, and Production Costing Consulting Engineer.

Michelle is active in Settlement User market stakeholder meetings. She served as the Accountable Executive for the implementation of the ERCOT Nodal market and is currently the Project Manager for the implementation of the SPP Integrated Marketplace market.

Michelle earned a Bachelor of Science degree in Electrical Engineering from the University of Tulsa, Tulsa, Oklahoma, and is a registered engineer in training in the State of Oklahoma.

**James Lunday**

James Lunday serves as the Controller for TPM. James, based in Texas, is responsible for all accounting functions, including customer billing, accounts receivable and payable, and financial reporting. He has over 12 years of accounting management experience, including the past 8 years in the electricity industry.

James joined Tenaska in 2011 coming from TXU Energy where he was responsible for financial reporting for the retail electricity business. James previously held multiple other accounting positions in non-energy industries during his career.

James is a Certified Public Accountant and a Certified Global Management Accountant with active CPA licenses in the States of Texas and Oklahoma. He is a member of the American Institute of Certified Public Accountants and the Oklahoma and Texas state-level CPA organizations. He earned a Bachelor of Science in Business Administration, majoring in accounting, from Missouri Southern State University and an MBA at Texas Christian University.

**John P. Swope, CFA**

John Swope serves as the Director of Origination for the Northeastern Region of the US for TPM. John, based in Pennsylvania, is an employee to Tenaska, Inc., providing services to TPM under a contract between TPM and Tenaska, Inc. He is responsible for the Origination/Marketing function involving generators, municipals, utilities, marketers and load serving entities in these markets.

Prior to joining Tenaska in January 2015, John worked at Pennsylvania Power and Light Co. for 7 years. As a Senior Originator there, he managed a multi-thousand MW Load Portfolio across 3 ISOs. Prior to that, John held commercial positions in energy, banking and risk management in several major Fortune 500 companies.

John served as a U.S. Navy Nuclear Submarine Officer from 1990 to 1995, and is certified as a Nuclear Engineer by the Department of Energy. John earned a Bachelor of Science degree in Physics from Georgetown University in 1990, and an MBA from the MIT Sloan School of Management in 1999. John was awarded the Chartered Financial Analyst charter in 2006.



## ATTACHMENT VII OFFICER BIOS

### **Kevin Smith**

As President of Tenaska Power Management, LLC, (TPM), Mr. Smith is responsible for the strategic direction and management of TPM's activities. He also holds various offices with other companies within the Tenaska corporate structure, and serves as a member on various management committees associated with Tenaska's business units. Mr. Smith joined the Tenaska organization in 1997, rapidly becoming senior vice president of Tenaska Power Services Co., a TPM affiliate, responsible for directing that company's long-term marketing and business development activities. Prior to joining Tenaska in 1997, Mr. Smith was manager of power marketing for Delhi Energy Services, Inc., where he led the creation of Delhi's power marketing business and directed that group's activities. Mr. Smith earned a Bachelor of Science in petroleum engineering from Texas A&M University and a Master of Business Administration from the University of Dallas.

### **Curry Aldridge**

Curry Aldridge is the Vice President of Origination and Commercial Operations of TPM. Curry, based in Texas, is responsible for managing Tenaska's origination team as well as several of the back office operations of the business. These back office duties include managing the settlements, process integrity, contracts, and strategic technology departments. Curry was promoted into this position at Tenaska in February 2013. Curry Aldridge joined Tenaska in February 2000. During his time at Tenaska, Curry Aldridge worked on the 24-hour Real-time Trading/Scheduling desk for three years where he was responsible for trading and scheduling activities in multiple markets. In February 2003, Curry began working in Tenaska's Origination group focusing on the ERCOT market where he was responsible for signing long-term marketing and energy management structured transactions with both wholesale and retail third parties. During this time, Curry held the proxy vote for Tenaska on the Retail Market Subcommittee in 2003-2004 and served as the Independent Power Marketer segment member in 2005. He was also a NERC-certified System Operator from 2003-2008. In 2007, Curry shifted his origination efforts to the PJM market where he started retail business activities in that market, as well as expanding the existing wholesale energy management business. In August 2008, he transitioned over and began managing Tenaska's energy management business. Responsibilities in this role involved the day-to-day management of Tenaska's scheduling, management and optimization activities for energy management customers in the ERCOT, MISO, PJM, SERC and SPP power markets. These duties include directing the incorporation of new energy management customers into Tenaska's energy management programs and coordinating internally between Tenaska's operations, trading, origination, settlements, accounting, risk management, and information technology groups. From 2010-2011, Curry served as Tenaska's representative on the ERCOT Wholesale Market Subcommittee as the Independent Power Marketer segment member. During this time in energy management, Curry also was responsible for managing ERCOT Nodal implementation efforts as well as managing EMS/SCADA operations. Curry Aldridge holds a Bachelor of Business Administration degree in Marketing from Abilene Christian University in Abilene, Texas.

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

STATE OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA

Cindy Jakubowski 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:

July 29, 2016

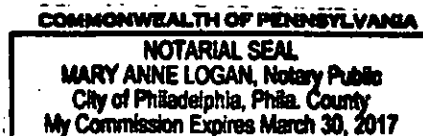
Affiant further deposes and says that she is an employee of the publisher of said newspaper and has been authorized to verify the foregoing statement and that she is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to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

*Cindy Jakubowski*

Sworn to and subscribed before me this 29th day of July, 2016.

*Mary Anne Logan*  
Notary Public

My Commission Expires:



Copy of Notice of Publication

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**  
Application of **Tenaska Power Management, LLC** For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.  
Tenaska Power Management, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity as a supplier of electric power engaged in the business of supplying electricity. Tenaska Power Management, LLC proposes to sell electricity 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 **Tenaska Power Management, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to **Tenaska Power Management, LLC** at the address listed below:  
**Tenaska Power Management, LLC**  
Attn: Norma Incepp, Associate General Counsel  
1701 E. Lamar Blvd., Suite 100  
Arlington, TX 76006  
(817) 482-1807  
(817) 303-1104

**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:

**28 of July, 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.

P. Reed  
PG Publishing Company

Sworn to and subscribed before me this day of:  
July 28, 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**

Tenaska Power Services, Co.  
1701 E. Lamar Blvd.  
Suite 100  
Attn: Renee Werts  
ARLINGTON TX 76006

To PG Publishing Company

Total ----- \$382.50

**Publisher's Receipt for Advertising Costs**

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office  
2201 Sweeney Drive  
CLINTON, PA 15026  
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of  
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By Samuel L. Arbuthnot  
Samuel L. Arbuthnot

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice

**COPY OF NOTICE OR PUBLICATION**

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE  
Application of Tenaska Power Management, LLC For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania  
Tenaska Power Management, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity as a supplier of electric power engaged in the business of supplying electricity. Tenaska Power Management, LLC proposes to sell electricity 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 Tenaska Power Management, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Tenaska Power Management, LLC at the address listed below.  
Tenaska Power Management, LLC, Attn: Norman Iacovo, Associate General Counsel, 1701 E. Lamar Blvd., Suite 100, Arlington, TX 76006 (817) 462-1507, (817) 303-1104

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

TENASKA POWER SERVICES CO  
RENEE WERTS  
1701 E LAMAR BOULEVARD STE 100 ARLINGTON TX 76006

Account # 618545  
Order # 81967187  
Ad Price: 205.65

LEGAL NOTICE PENNSYLVANIA

Gina Krushinski

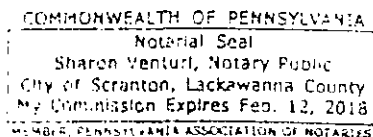
Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

07/28/2016

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 28th day of July A.D., 2016

Sharon Venturi  
(Notary Public)



LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY  
COMMISSION NOTICE

Application of **Tenaska Power Management, LLC** For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

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Tenaska Power Management, LLC  
Attn: Norma Iacovo,  
Associate General Counsel  
1701 E. Lamar Blvd., Suite 100  
Arlington, TX 76006  
(817) 462-1507  
(817) 303-1104

PROOF OF PUBLICATION  
In  
THE ERIE TIMES-NEWS  
COMBINATION EDITION

Tenaska Power Services, Co.  
1701 E Lamar Blvd Ste 100  
Arlington TX 76006

REFERENCE: 90942 215750  
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: 07/29/16

TOTAL COST: \$409.00 AD SPACE: 0 Lines

FILED ON: 07/29/16

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

*Application of Tenaska Power Management, LLC For Approval To Offer, Render, Furnish Or Supply Electricity As A Supplier Of Electric Power Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.*

Tenaska Power Management, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity as a supplier of electric power engaged in the business of supplying electricity. Tenaska Power Management, LLC proposes to sell electricity 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 Tenaska Power Management, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Tenaska Power Management, LLC at the address listed below.

Tenaska Power Management, LLC  
Attn: Norma Iacovo, Associate General Counsel  
1701 E. Lamar Blvd., Suite 100, Arlington, TX 76006  
(817) 462-1507 • (817) 303-1104

edoc-215750

Sworn to and subscribed before me this 29<sup>th</sup> day of July 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 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:

August 1, 2016

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

Bernard A. Oravec

SUN-GAZETTE COMPANY

Sworn to and subscribed before me

the 2nd day of August 2016  
Christina Dewald

Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
CHRISTINA DEWALD  
Notary Public  
CITY OF WILLIAMSPORT, LYCOMING COUNTY  
My Commission Expires Apr 18, 2020

PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION  
NOTICE

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The PUC may consider this application without a hearing. Protests directed

to the technical or financial fitness of Tenaska Power Management, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Tenaska Power Management, LLC at the address listed below.

Tenaska Power Management, LLC  
Attn: Norma Iacovo,  
Associate General Counsel  
1701 E. Lamar Blvd.,  
Suite 100  
Arlington, TX 76006  
(817) 462-1507  
(817) 303-1104

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette Company, Dr.:  
For publishing the notice attached  
hereto on the above state dates.....\$ 231.04  
Probated same.....\$  
Total.....\$ 231.04

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



The Patriot News

LEGAL AFFIDAVIT

AD#: 0007761403

Commonwealth of Pennsylvania,) ss  
County of Cumberland)

Victoria Soto being duly sworn, deposes that he/she is principal clerk of the PA Media Group; that The Patriot News is a public newspaper published in the city of Mechanicsburg, with general circulation in Cumberland and Dauphin and surrounding counties, and this notice is an accurate and true copy of ad(s) as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Patriot News 08/02/2016

Sworn to and subscribed before me this 3rd day of August 2016

COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
Crystal B. Rosensteel, Notary Public  
Susquehanna Twp., Dauphin County  
My Commission Expires June 27, 2020  
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE

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Attn: Norma Iacova,  
Associate General Counsel  
1701 E. Lamar Blvd., Suite 100  
Arlington, TX 76006  
(817) 462-1507  
(817) 303-1104

COMMONWEALTH OF PENNSYLVANIA }  
 County of Cambria } SS

PENNSYLVANIA  
 PUBLIC UTILITY COMMISSION  
 NOTICE

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Tenaska Power Management, LLC  
 Attn: Norma Iacovo, Associate General Counsel  
 1701 E. Lamar Blvd., Suite 100  
 Arlington, TX 76006  
 (817) 462-1507 (817) 303-1104

published  
 that the a  
 of The Jo:

in the subject matter of said notice or advertising and that all of the allegations as to time, place and character of said publication are true.

On this 10th day of August A.D. 2016, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Classified Advertising Manager of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

of Cambria, and Commonwealth of Pennsylvania and matter published in said publication in the regular issues on August 2, 2016; and that the Affiant is not interested

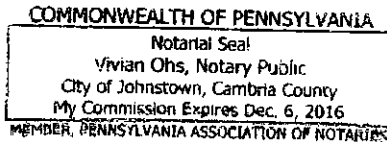
*Christine Marhefka*

STATEMENT OF ADVERTISING COSTS

Sworn and Subscribed before me this 10th day of August, 2016.

*[Signature]*

0.00 Lines @ \$2.50 per line	0.00
5.5 Inches @ \$25.00 per inch	137.50
Notary Fee	5.00
Clerical Fee	2.50
<b>Total Cost</b>	<b>145.00</b>



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

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

\_\_\_\_\_  
 (Name of Newspaper)

By \_\_\_\_\_



ORIGIN ID:FWHA (817) 303-1116  
RENEE WERTS  
TENASKA INC  
1701 E. LAMAR BLVD  
SUITE 100  
ARLINGTON, TX 76006  
UNITED STATES US

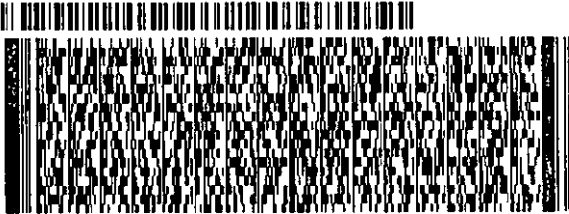
SHIP DATE: 31AUG16  
ACTWGT: 0.50 LB  
CAD: 106609570/NET3790

BILL SENDER

TO **SECRETARY**  
**PENNSYLVANIA PUBLIC UTILITY COMMISS**  
**400 NORTH STREET**  
**KEYSTONE BUILDING**  
**HARRISBURG PA 17120**

544 J11003314E9

(817) 303-1116 REF:7430  
IN. DEPT  
PO



FedEx  
Express



21820104785740

THU - 01 SEP 3:00P  
STANDARD OVERNIGHT

TRK# 7771 2139 2147  
0201

**XH MDTA**

17120  
PA-US MDT

