

DISCOUNTPOWER

March 10, 2017

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

RECEIVED

MAR 10 2017

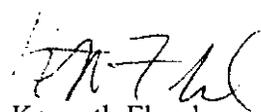
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Dear Ms. Chiavetta:

Discount Power, Inc ("DPI") hereby submits its application for natural gas supplier ("NGS") including its audited financials under separate cover clearly labeled "confidential".

Please contact me if you have any questions or need more information.

Regards,



Kenneth Flood
Regulatory and Licensing Administrator
Discount Power, Inc.
kflood@discountpowerinc.com

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Discount Power, Inc., d/b/a _____, for approval to offer, render, furnish, or supply natural gas supply services as a(n) [as specified in item #4b below] to the public in the Commonwealth of Pennsylvania (Pennsylvania).

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To the Pennsylvania Public Utility Commission:

MAR 10 2017

1. IDENTIFICATION AND CONTACT INFORMATION

PA PUBLIC UTILITY COMMISSION
REGULATORY BUREAU

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

Discount Power, Inc.
6 Armstrong Rd., Shelton, CT 06484
www.discountpowerinc.com
(203) 929-3200

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.

National Registered Agents, Inc.
600 North Second St., Suite 401
Harrisburg, PA 17101
(844) 485-3302

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.

Kenneth Flood Regulatory and Licensing Administrator
6 Armstrong Rd., Shelton, CT 06484
(203) 929-3200 Ex 1952
(203) 951-0965-Fax
kflood@discountpowerinc.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.

Deanne O'Dell/ Sarah Stoner
Eckert Seamans Cherin & Mellott, LLC
213 Market St., 8th Floor, Harrisburg, PA 17101
(717)255-3744-T (717)237-6019-F
www.eckertseamans.com

e. CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: Provide the name, title, address, telephone number, fax number, and e-mail OF THE PERSON AND AN ALTERNATE PERSON (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 Natural Gas 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 NGSs.

Joel Glassman COO
6 Armstrong Rd., Shelton, CT 06484
(203) 929-3200-T (203) 951-0965-F
jglassman@discountpowerinc.com

Kenneth Flood Regulatory and Licensing Administrator
6 Armstrong Rd., Shelton, CT 06484
(203) 929-3200-T (203) 951-0965-F
kflood@discountpowerinc.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.

Or

The Applicant will not be using a fictitious name.

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

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

The Applicant is a sole proprietor.

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

Or

The Applicant is a:

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

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

OR

The Applicant is a:

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

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

See Attachment 2B

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. N/A

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. N/A

4. OPERATIONS

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

Definitions

- Supplier – an entity which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of an natural gas distribution company
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of natural gas but does not take title to the natural gas.

- The Applicant is presently doing business in Pennsylvania as a
- natural gas interstate pipeline
 - municipality providing service outside its municipal limits
 - local gas distribution company
 - retail supplier of natural gas services in the Commonwealth
 - a natural gas producer
 - a broker/marketer engaged in the business of supplying natural gas services
 - Other. (Identify the nature of service being rendered)

Discount Power, Inc ("DPI") is a licensed EGS in PA (A-2012-2328004)

OR

- The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- Supplier or Aggregator of natural gas services
- Municipal supplier of natural gas services
- Cooperative supplier of natural gas services
- Broker/Marketer engaged in the business of supplying natural gas services
 - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the natural gas supply services which the Applicant proposes to offer.

The sale of natural gas to residential and commercial customers.

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

- | | |
|---|--|
| <input type="checkbox"/> Columbia | <input type="checkbox"/> Philadelphia Gas Works |
| <input type="checkbox"/> National Fuel Gas | <input type="checkbox"/> UGI Central Penn |
| <input type="checkbox"/> PECO | <input type="checkbox"/> UGI Penn natural |
| <input type="checkbox"/> Peoples Gas – Equitable Div. | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> Peoples Natural Gas | <input type="checkbox"/> Valley Energy |
| <input type="checkbox"/> Peoples TWP | <input checked="" type="checkbox"/> All of the above |

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

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Residential and Small Commercial as Mixed Meter ONLY (**CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE**)
- Large Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above (Except Mixed Meter)
- Other (Describe):

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth. March 31,2017

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.

See Attachment 5a

ALL ACTIONS LISTED FOR 5a-5d ARE RELATED TO ELECTRIC GENERATION SUPPLY BUSINESS.

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

See Attachment 5b

- 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.

See Attachment 5c

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

See Attachment 5d

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:

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

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

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

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

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

b.) **NGDCs:** 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 Natural Gas 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 NGDC is as follows.

<p>Columbia Gas of PA, Inc. Michele Caddell 90 W. Nationwide Blvd. Columbus, OH 43215 H: 614.460.6841 AX: 614.460.8447 -mail: mcaddell@nisource.com</p>	
<p>Peoples Natural Gas – Equitable Division Lynda Petrichevich 25 North Shore Drive Pittsburgh, PA 15212 H: 412.208.6528 AX: 412.208.6577 -mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com</p>
<p>The Peoples Natural Gas Company Lynda Petrichevich 25 North Shore Drive Pittsburgh, PA 15212 H: 412.208.6528 AX: 412.208.6577 -mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>
<p>Peoples TWP LLC (Formerly T. W. Phillips) Lynda Petrichevich 25 North Shore Drive Pittsburgh, PA 15212 H: 412.208.6528 AX: 412.208.6577 -mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>Philadelphia Gas Works Nicholas LaPergola 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.684.6278 email: nicholas.lapergola@pgworks.com</p>
<p>UGI Central Penn David Lahoff 525 N. 12th Street, Suite 360 Reading, PA 19612-2677 H: 610.796.3520 mail: dlahoff@ugi.com</p>	<p>UGI David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>
<p>Valley Energy Inc. Robert Crocker 23 South Keystone Avenue Sayre, PA 18840-0340 H: 570.888-9664 AX: 570.888.6199 mail: bobc@ctenterprises.org</p>	<p>UGI Penn Natural David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>

7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require. See Attachment 7a
- 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 7b-1
 - 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. Operations will be funded by operating capital.
- 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.

William Nagy Controller
6 Armstrong Rd., Shelton, CT 06484
(203)929-3200-T (203)612-5455-F
wnagy@discountpowerinc.com

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

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

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

See Attachment 7F

8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by natural gas distribution companies 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 natural gas industry.
- Summary and proof of licenses as a supplier of natural gas 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.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

See Attachment 8A

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

- Internal – Applicant will use its own internal resources/employees for marketing
- External NGS – Applicant will contract with a **PUC LICENSED NGS**
- Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
- External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
- Other (Describe):

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

- Yes
 No

If yes, will the Applicant be using verification procedures?

- Yes
 No

If yes, describe the Applicant's verification procedures.

After customer agrees to enroll and has had all of its questions answered, the customer will receive a call from an independent third party verification company, independent of Discount Power, Inc ("DPI") and at a separate location than DPI. The verification will be a recorded line to memorialize the enrollment with the customer's permission.

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 employees and subcontractors are required to complete web based training program for telesales and door to door marketing. Following the training modules, all must pass an assessment exam, scoring 90% or above before enrolling customers on behalf of DPI. Every 6 months thereafter, all must review training and pass assessments with a score of 90% or above. Compliance training and enrollment reviews take place on an ongoing basis.

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 8E

9. DISCLOSURE STATEMENT:

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

DISCLOSURE STATEMENTS: If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix E to this Application.

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

See Attachment 9

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **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 § 62.114.

AGREED

- b. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission:

- Reports of Gross Receipts: Applicant shall file an annual report with the Commission on an annual basis no later than April 30th following the end of the calendar year per 52 Pa. Code § 62.110.

AGREED

- c. **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. § 2208(d). Transferee will be required to file the appropriate licensing application.

AGREED

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

ACKNOWLEDGED

- e. **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 § 62.105.

AGREED

- f. **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

- g. 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 thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 62.105.

AGREED

- h. 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

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

PAYMENT ENCLOSED

11. AFFIDAVITS

(All 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.

See Attachment 11A

- b.) OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the Public Utility Code of Pennsylvania and applicable federal and state laws. An example copy of this Affidavit can be found at Appendix B.

See Attachment 11B

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 NGDC. For example, an applicant that wants to operate in Peoples – Equitable would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

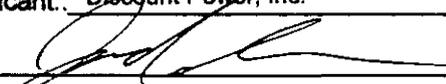
The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item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

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Columbia Gas	X	X		X		X	X
National Fuel Gas				X			
PECO			X				
Peoples - Equitable	X			X			
Peoples Natural Gas	X			X			X
Peoples TWP LLC				X			
Philadelphia Gas Works			X				
UGI		X	X		X		
UGI Central Penn	X	X	X	X	X	X	X
UGI Penn Natural		X			X	X	
Valley Energy					X	X	
Entire Commonwealth	X	X	X	X	X	X	X

(Example Publications are provided at Appendices F and G)

13. SIGNATURE

See Attachment 12

Applicant: Discount Power, Inc.
 By: 
 Title: COO

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PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

Attachment 12

RECEIVED

MAR 10 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

DISCOUNT POWER INC
6 ARMSTRONG RD
SHELTON CT 06484

REFERENCE: 109952 250215
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

Brenda L. Learn, 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, 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: 02/25/17

TOTAL COST: \$409.00 AD SPACE: 0 Lines

FILED ON: 02/25/17

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of Discount Power, Inc For Approval To Offer, Render, or Furnish Natural Gas Services To The Public In The Commonwealth Of Pennsylvania.

Discount Power, Inc ("DPI") will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. DPI proposes to sell natural gas and related services in the Columbia Gas, Peoples Natural Gas, Peoples Natural Gas-Equitable Division, Peoples TWP LLC, PECCO, UGI Central Penn, UGI Penn Natural, UGI National Fuel Gas, Valley Energy, Philadelphia Gas Works and Columbia Gas distribution areas under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of DPI 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 DPI's attorney at the address listed below.

By and through Counsel: Deanne O'Dell
Eckert, Seemans, Cherin & Mallott
213 Market Street
8th Floor
Harrisburg, PA 17101
(717) 255-3744-T
(717) 237-6019-F

EP-250215

Sworn to and subscribed before me this 27th day of February 2017

Affiant: Brenda L. Learn

NOTARY: Barbara J. Moore

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Barbara J. Moore, Notary Public
City of Erie, Erie County
My Commission Expires March 23, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

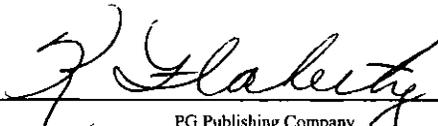
Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

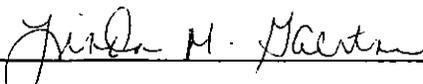
Commonwealth of Pennsylvania, County of Allegheny, ss K. Flaherty, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette 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:

27 of February, 2017

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.



PG Publishing Company
Sworn to and subscribed before me this day of:
February 27, 2017



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

STATEMENT OF ADVERTISING COSTS
Discount Power Inc
6 ARMSTRONG RD STE 302
SHELTON CT 06484-4745

To PG Publishing Company

Total ----- \$420.00

Publisher's Receipt for Advertising Costs

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

Office
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 J. Arbutina

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

COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE
Application of Discount Power, Inc For Approval To Offer, Render or Furnish Natural Gas Services as a Supplier Engaged in The Business Of Supplying Natural Gas Services To The Public in The Commonwealth Of Pennsylvania
Discount power, Inc ("DPI") will be filing an application with the Pennsylvania Public Service Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. DPI proposes to sell natural gas and related services in the Columbia Gas, Peoples Natural Gas, Peoples Natural Gas-Equitable Division, Peoples TWP LLC, PECO, UGI Central Penn, UGI Penn Natural, UGI National Fuel Gas, Valley Energy, Philadelphia Gas Works and Columbia Gas distribution areas under the provisions of the new Natural Gas Choice and Competition Act.
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of DPI 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 DPI's attorney at the address listed below:
By and through Counsel: Deanne O'Dell, Eckart, Seamans, Cherin & Mellott, 213 Market Street, 8th Floor, Harrisburg, PA 17101, (717) 255-3744 T, (717) 237-6019 F



Commonwealth of Pennsylvania,) ss
County of Cumberland)

Dwayne Connor being duly sworn, deposes that he/she is principal clerk of 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 this notice 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 02/28/2017


Principal Clerk of the Publisher

Sworn to and subscribed before me this 1st day of March 2017


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Donna M. Maldonado, Notary Public
Susquehanna Twp., Dauphin County
My Commission Expires Nov. 5, 2017
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of Discount Power, Inc
For Approval To Offer, Render or
Furnish Natural Gas Services as a
Supplier Engaged In The Business Of
Supplying Natural Gas Services To The
Public In The Commonwealth Of
Pennsylvania.

Discount power, Inc (DPI) will be
filing an application with the
Pennsylvania Public Service
Commission (PUC) for a license to
provide natural gas supply services as
a supplier of natural gas. DPI proposes
to sell natural gas and related services
in the Columbia Gas, Peoples Natural
Gas, Peoples Natural Gas-Equitable
Division, Peoples TWP LLC, PECO,
UGI Central Penn, UGI Penn Natural,
UGI, National Fuel Gas, Valley
Energy, Philadelphia Gas Works and
Columbia Gas distribution areas under
the provisions of the new Natural Gas
Choice and Competition Act.

The PUC may consider this
application without a hearing. Protests
directed to the technical or financial
fitness of DPI 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 DPI's attorney
at the address listed below:

By and through Counsel: Deanne
O'Dell
Eckert, Seamans, Cherin & Mellott
213 Market Street
8th Floor
Harrisburg, PA 17101
(717) 255-3744 T
(717) 237-6019 F

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:

February 27, 2017

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 27th day of February 2017

Christina Dewald

Notary Public

COMMONWEALTH OF PENNSYLVANIA

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

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette Company, Dr:	
For publishing the notice attached	
hereto on the above state dates.....	\$ 235.40
Probated same.....	\$
Total.....	\$ 235.40

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

SUN-GAZETTE COMPANY

BY Bernard A. Oravec

PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE

Application of Discount Power, Inc For Approval To Offer, Render or Furnish Natural Gas Services as a Supplier Engaged in The Business Of Supplying Natural Gas Services To The Public In The Commonwealth Of Pennsylvania.

Discount power, Inc ("DPI") will be filing an application with the Pennsylvania Public Service Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. DPI proposes to sell natural gas and related services in the Columbia Gas, Peoples Natural Gas, Peoples Natural Gas-Equitable Division, Peoples TWP LLC, PECO, UGI Central Penn, UGI Penn Natural, UGI, National Fuel Gas, Valley Energy, Philadelphia Gas Works and Columbia Gas distribution areas under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial

fitness of DPI 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 DPI's attorney at the address listed below: By and through Counsel: Deanne O'Dell Eckert, Seamans, Cherin & Mellott 213 Market Street 8th Floor Harrisburg, PA 17101 (717) 255-3744 T (717) 237-6019 F

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

DISCOUNT POWER
KEN FLOOD
6 ARMSTRONG ROAD SHELTON CT 06484

Account # 561191
Order # 82050320
Ad Price: 223.85

LEGAL NOTICE PENNSYLVANI

Gina Krushinski

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

02/24/2017

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 24th day of February A.D., 2017

Sharon Venturi
(Notary Public)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Sharon Venturi, Notary Public
City of Scranton, Lackawanna County
My Commission Expires Feb. 12, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY
COMMISSION NOTICE

Application of Discount Power, Inc For Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier Engaged in The Business Of Supplying Natural Gas Services, To The Public in The Commonwealth Of Pennsylvania.

Discount Power, Inc ("DPI") will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. DPI proposes to sell natural gas and related services in the Columbia Gas, Peoples Natural Gas, Peoples Natural Gas-Equitable Division, Peoples TWP LLC, PECO, UGI Central Penn, UGI Penn Natural, UGI National Fuel Gas, Valley Energy, Philadelphia Gas Works and Columbia Gas distribution areas under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of DPI 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 DPI's attorney at the address listed below.

By and through Counsel:
Deanne O'Dell
Eckert, Seamans, Cherin & Mellott
213 Market Street
8th Floor
Harrisburg, PA 17101
(717) 285-3744-Telephone
(717) 237-6018-Fax

COMMONWEALTH OF PENNSYLVANIA }
County of Cambria } SS

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of Discount Power, Inc For Approval to Offer, Render, or Furnish Natural Gas Services as a Supplier Engaged In The Business Of Supplying Natural Gas Services, To The Public In The Commonwealth Of Pennsylvania.

Discount Power, Inc ("DPI") will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. DPI proposes to sell natural gas and related services in the Columbia Gas, Peoples Natural Gas, Peoples Natural Gas-Equitable Division, Peoples TWP LLC, PECO, UGI Central Penn, UGI Penn Natural, UGI, National Fuel Gas, Valley Energy, Philadelphia Gas Works and Columbia Gas distribution areas under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of DPI 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 DPI's attorney, at the address listed below.

By and through Counsel: Deane O'Dell
Eckert, Seamans, Cherin & Mellott
 213 Market Street, 8th Floor
 Harrisburg, PA 17101
 (717) 255-3744-T
 (717) 237-6019-F

*published in
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 of The Johi
 interested i
 character c*

On this 27th day of February A.D. 2017, 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 February 24, 2017; and that the Affiant is not ising and that all of the allegations as to time, place and

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Sworn and Subscribed before me this 27th day of February, 2017.

Juan Ohs

0.00 Lines @ \$2.50 per line	0.00
6.5 Inches @ \$25.00 per inch	162.50
Notary Fee	5.00
Clerical Fee	2.50
Total Cost	170.

COMMONWEALTH OF PENNSYLVANIA
 NOTARIAL SEAL
 Vivian Ohs, Notary Public
 City of Johnstown, Cambria County
 My Commission Expires Dec. 6, 2020
 MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

 (Name of Newspaper)

By _____

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

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

Helene Sweeney 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:

February 27, 2017

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

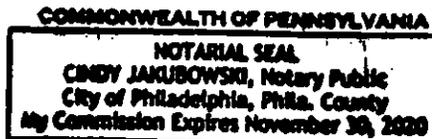


Sworn to and subscribed before me this 27th day of
February, 2017.



Cindy Jakubowski
Notary Public

My Commission Expires:



Copy of NOTICE of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Application of Discount Power, Inc For Approval To Offer, Render or Furnish Natural Gas Services as a Supplier Engaged in The Business Of Supplying Natural Gas Services To The Public in The Commonwealth Of Pennsylvania. Discount Power, Inc ("DPI") will be filing an application with the Pennsylvania Public Service Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. DPI proposes to sell natural gas and related services in the Columbia Gas, Peoples Natural Gas, Peoples Natural Gas-Equitable Division, Peoples TWP LLC, PECO, UGI Central Penn, UGI Penn Natural, UGI, National Fuel Gas, Valley Energy, Philadelphia Gas Works and Columbia Gas distribution areas under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of DPI 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 DPI's attorney at the address listed below:

By and through Counsel: Deanne O'Dell
Eckert, Seamans, Cherin & Mellott
213 Market Street
8th Floor
Harrisburg, PA 17101
(717) 255-3744 T
(717) 237-6019 F

14. CHECKLIST

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

Applicant: Discount Power, Inc.

✓	Signature	
✓	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)	
✓	Application Affidavit	
✓	Operations Affidavit	
✓	Proof of Publication	
✓	Tax Certification Statement	
✓	Commonwealth Department of State Verification	
✓	Certificate of Service	

Applicant's Use

PUC Secretary's Bureau Use

PENNSYLVANIA
PUBLIC UTILITY COMMISSION

NOTICE

Application of Discount Power, Inc For Approval To Offer, Render, or Furnish Natural Gas Services as a **Supplier** Engaged In The Business Of Supplying Natural Gas Services, To The Public In The Commonwealth Of Pennsylvania.

Discount Power, Inc ("DPI") will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. DPI proposes to sell natural gas and related services in the Columbia Gas, Peoples Natural Gas, Peoples Natural Gas-Equitable Division, Peoples TWP LLC, PECO, UGI Central Penn, UGI Penn Natural, UGI, National Fuel Gas, Valley Energy, Philadelphia Gas Works and Columbia Gas distribution areas under the provisions of the new Natural Gas Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of DPI 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 DPI's attorney at the address listed below.

By and through Counsel: Deanne O'Dell

Eckert, Seamans, Cherin & Mellott

213 Market Street

8th Floor

Harrisburg, PA 17101

(717) 255-3744-T

(717) 237-6019-F

Attachment 2B

RECEIVED

MAR 10 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

OFFICERS AND DIRECTORS

Joel Glassman-Chief Operating Officer-6 Armstrong Rd., Shelton, CT 06484

David Gable-President-6 Armstrong Rd., Shelton, CT 06484

Gino Tarantino-CFO-6 Armstrong Rd., Shelton, CT 06484

William Petroccio-Senior Vice President-6 Armstrong Rd., Shelton, CT 06484

Michael Ferreri-Chief Marketing Officer-6 Armstrong Rd., Shelton, CT 06484

**PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU**

Application for Certificate of Authority
(15 Pa.C.S.)

- Foreign Business Corporation (§ 4124)
- Foreign Nonprofit Corporation (§ 6124)

Name	David Feldman		
Address	16 Armstrong Road		
City	State	Zip Code	
Shelton	CT	06484	

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



Commonwealth of Pennsylvania
CERTIFICATE OF AUTHORITY 3 Page(s)

Fee: \$250



T1224867005

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations), the undersigned, hereby states that:

1. The name of the corporation is: Discount Power, Inc

2. Complete only when the corporation must adopt a corporate designator for use in Pennsylvania.
The name which the corporation adopts for use in this Commonwealth is:

3. If the name set forth in paragraph 1 or 2 is not available for use in this Commonwealth, complete the following:
The fictitious name which the corporation adopts for use in transacting business in this Commonwealth is:

The corporation shall do business in Pennsylvania only under such fictitious name pursuant to the attached resolution of the board of directors under the applicable provisions of 15 Pa.C.S. (relating to corporations and unincorporated associations) and the attached form DSCB:54-311 (Application for Registration of Fictitious Name).

4. The name of the jurisdiction under the laws of which the corporation is incorporated is:

5. The address of its principal office under the laws of the jurisdiction in which it is incorporated is:

<u>16 Armstrong Rd</u>	<u>Shelton</u>	<u>CT</u>	<u>06484</u>
Number and street	City	State	Zip

2012 AUG 31 PM 4:18

PA. DEPT. OF STATE

DSCB:15-4124/6124-2

6. The (a) address of this corporation's proposed registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street City State Zip County

(b) Name of Commercial Registered Office Provider

County

co: National Registered Agents, INC. Dauphin

7. Check one of the following:

Business Corporation: The corporation is a corporation incorporated for a purpose or purposes involving pecuniary profit, incidental or otherwise.

Nonprofit Corporation: The corporation is a corporation incorporated for a purpose or purposes not involving pecuniary profit, incidental or otherwise.

IN TESTIMONY WHEREOF, the undersigned corporation has caused this Application for Certificate of Authority to be signed by a duly authorized officer thereof

this 31st day of August 2012

Discount Power, Inc.
Name of Corporation

Paul J. Feld
Signature

VP of Operations
Title

CERTIFICATE OF INCORPORATION

CONNECTICUT STOCK CORPORATION

FILING #0003677549 PG 01 OF 01 VOL 2-01154
FILED 05/06/2008 09:00 AM PAGE 03093
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

1. Name of the Corporation:

The name of the corporation is: Discount Power, Inc.

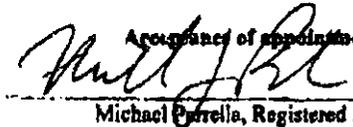
2. Total Number of Authorized Shares:

The corporation shall be authorized to issue only one class of shares. The number of shares the corporation shall be authorized to issue is 10,000.

3. Appointment of Registered Agent:

Name of Agent: Michael Parrella	Business Address: 40 Kellogg Hill Rd. Weston, Connecticut 06883
	Residence Address: 40 Kellogg Hill Rd. Weston, Connecticut 06883

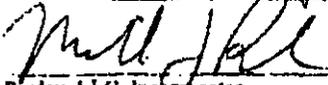
Acceptance of appointment



Michael Parrella, Registered Agent

EXECUTION:

Dated this 23 day of April, 2008



Pardev, LLC, Incorporator
40 Kellogg Hill Rd.
Weston, Connecticut 06883

**CERTIFICATE OF AMENDMENT
STOCK CORPORATION**

Office of the Secretary of the State

MAILING ADDRESS:
Commercial Recording Division
Connecticut Secretary of the State
P.O. Box 150470
Hartford, CT 06115-0470
860-509-6262

DELIVERY ADDRESS:
Commercial Recording Division
Connecticut Secretary of the State
50 Triskit Street
Hartford, CT 06106
860-509-6063

Refer to the Schedule for correct date.

Space For Office Use Only

FILING #0004049840 PG 01 OF 03 VOL B-01346
FILED 11/13/2009 03:23 PM PAGE 02985
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE

1. NAME OF CORPORATION

Discount Power, Inc.

2. THE CERTIFICATE OF INCORPORATION IS (check A, B or C)

- A. AMENDED
 B. RESTATED
 C. AMENDED AND RESTATED

The restated certificate consolidates all amendments into a single document.

3. TEXT OF EACH AMENDMENT / RESTATMENT

See Exhibit A attached hereto.

(Check reference to § 12 X 11 attachment if additional copies to be made)

3. TEXT OF EACH AMENDMENT / RESTATEMENT

1. That Section Two of the Certificate of Incorporation be amended to authorize the issuance of an additional Two Hundred Thousand (200,000) shares of Common stock so that the company has a total of Four Hundred Thousand (400,000) shares of Common stock authorized.
2. That Section Two of the Certificate of Incorporation be amended to authorize the issuance of an additional Two Thousand (2,000) shares of Preferred A stock so that the company has a total of Four Thousand (4,000) shares of Preferred A stock authorized.
3. That Section One of the Certificate of Incorporation be restated to state that the name of the corporation is Discount Power, Inc.
4. That Section Two of the Certificate of Incorporation be restated to authorize and issue Four Hundred Thousand (400,000) shares of Common Stock with a par value of \$0.01.
5. That Section Two of the Certificate of Incorporation be restated to authorize the issuance of Four Thousand (4,000) shares of Preferred A stock.
6. That Section Three of the Certificate of Incorporation be restated to authorize and issue two classes of shares. One class shall be known as Preferred A stock and one class shall be known as Common stock. Each share of Preferred A stock shall have voting rights equal to One Hundred (100) shares of Common stock. The holders of the Preferred A stock shall not be entitled to dividends or any equity distributions. Said Preferred A stock shall be voting shares only. The holders of the Common stock shall be entitled to one vote per share owned. In addition the holders of Common stock shall be entitled to dividends and equity distributions.
7. That Section Four of the Certificate of Incorporation be restated to state that Michael Parrella is appointed as Agent for Service. His home address is 40 Kellogg Hill Rd., Weston, CT 06883. His business address is 40 Kellogg Hill Rd., Weston, CT 06883.

FILED 11/13/2009 03:23 PM PAGE 02987
SECRETARY OF THE STATE
CONNECTICUT SECRETARY OF THE STATE



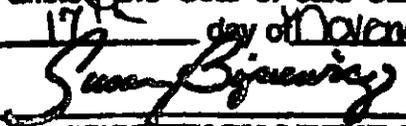
DATA REPORTING CORP.
330 ROBERTS STREET, SUITE 203
EAST HARTFORD, CT 06108-3654

STATE OF CONNECTICUT
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record
in this Office

In Testimony whereof, I have hereunto set my hand,
and affixed the Seal of said State, at Hartford,

this 17th day of November A.D. 2009



SECRETARY OF THE STATE *JS*

CERTIFICATE OF AMENDMENT STOCK CORPORATION

Office of the Secretary of the State

MAILING ADDRESS:
Commercial Recording Division
Connecticut Secretary of the State
P.O. Box 150470
Hartford, CT 06115-0470
860-509-6003

DELIVERY ADDRESS:
Commercial Recording Division
Connecticut Secretary of the State
30 Trinity Street
Hartford, CT 06106
860-509-6003

Space For Office Use Only

Filing Fee \$50.00

Make Checks Payable To "Secretary of the State"

1. NAME OF CORPORATION

Discount Power, Inc.

2. THE CERTIFICATE OF INCORPORATION IS (check A, B or C)

A. AMENDED

B. RESTATED

C. AMENDED AND RESTATED

The restated certificate consolidates all amendments into a single document.

3. TEXT OF EACH AMENDMENT / RESTATEMENT

1. That the corporation be authorized to issue two classes of shares. Class One to be known as Preferred A stock and Class Two be known as Common Stock.

2. That the corporation be authorized to issue ^{2,000}~~3,125~~ shares of Preferred A Stock. Preferred A Stock shall be voting stock with each share of Preferred Stock being equal to 100 shares of Common Stock. The holders of Preferred A Stock shall not be entitled to dividends and shall be voting stock only.

3. That the corporation be authorized to issue ^{190,000}~~312,500~~ shares of common stock. Each share of common stock is entitled to one vote. Common stockholders are entitled to receive dividends if so declared.

(Please reference an 8 1/2 X 11 attachment if additional space is needed)

4. VOTE INFORMATION (check A, B or C)

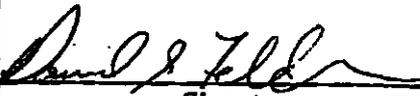
A. The amendment was approved by shareholders in the manner required by sections 33-600 to 33-998 of the Connecticut General Statutes, and by the Certificate of Incorporation.

B. The amendment was approved by the incorporators.
No shareholder approval was required.

C. The amendment was approved by the board of directors.
No shareholder approval was required.

5. EXECUTION

Dated this 16th day of September, 20 08.

David S. FELdman	Secretary	
Print or type name of signatory	Capacity of signatory	Signature

DISCOUNT POWER, INC

AMENDED BY-LAWS

ARTICLE I

OFFICES

Section 1.1. Registered Office. The registered office of the Corporation shall be in the City of Shelton, County of Fairfield, State of Connecticut, or at any such place as the Board of Directors may approve.

Section 1.2. Other Offices. The Corporation may also have offices at such other places both within and without the State of Connecticut as the board of directors may from time to time determine or the business of the Corporation may require.

ARTICLE II

MEETING OF STOCKHOLDERS

Section 2.1. Time and Place of Meetings. All meetings of the stockholders for the election of directors or for any other purpose shall be held at such time and place, within or without the State of Connecticut, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.2. Annual Meetings. Annual meetings of stockholders shall be held at such date and time as shall be designated from time to time by the board of directors and stated in the notice of the meeting, at which meeting, the stockholders shall elect by a plurality vote or by written ballot a board of directors and transact such other business as may properly be brought before the meeting.

Section 2.3. Notice of Annual Meetings. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten or more than sixty days before the date of the meeting.

Section 2.4. Special Meeting. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by Certificate of Incorporation, may be called by the president and shall be called by the president or secretary at the request in writing of a majority of the board of directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 2.5. Notice of a Special Meeting. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is

called, shall be given not less than ten nor more than sixty days before the date of the meeting, to each stockholder entitled to vote at such meeting.

Section 2.6. Quorum. To constitute a quorum for the transaction of business at any meeting of the Stockholders, there must be present, in person or by proxy, the holders of a majority of the issued and outstanding shares of stock of the Corporation.

Section 2.7. Action by Stockholders. When a quorum is present at any meeting, the vote of the holders of Sixty (60%) percent of the stock having voting power present in person or represented by the proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of these By-Laws, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 2.8 Action by Stockholders Requiring Super Majority. The affirmative vote of the holders of Seventy Five (75%) percent of the issued and outstanding stock of the Corporation shall be required for the following actions to be decided at any Stockholders' meeting: Any sale of all or substantially all of the company's assets, A reverse stock split; The filing of any Registration Statement in connection with the public offering of the company's shares.

Section 2.9. Voting. Each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the common stock having voting power held by such stockholder. Each stockholder shall at every meeting of the stockholders be entitled to one hundred votes in person or by proxy for each share of the preferred stock having voting power held by such stockholder

Section 2.10. Written Action. Any action required to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less the minimum number of votes that would be necessary to authorize or to take such action at a meeting at which all shares entitled to vote thereon were present and voted.

ARTICLE III

DIRECTORS

Section 3.1. Number and Term. The board of directors shall consist of six (6) directors. For so long as Hocon Power, Inc. holds shares of Class A Preferred Stock and at least One

Hundred Thousand (100,000) shares of Common Stock , it shall designate three (3) of the directors to be elected to the Board (each a "Hocon Designee" and collectively, the "Hocon Designees"). For so long as Pardev, LLC holds shares of Class A Preferred Stock and at least One Hundred Thousand (100,000) shares of Common Stock , it shall designate three (3) of the directors to be elected to the Board (each a "Pardev Designee" and collectively, the "Pardev Designees") and one of those Designees shall serve as Chairman of the Board. Thereafter, within the limits above specified, the number of directors shall be determined by resolution of the board of directors or by the stockholders at the annual meeting or special meeting. The directors shall be elected at the annual meeting of the stockholders, except as provided in Section 3.2, and each director elected shall hold office until his or her successor is elected and qualified. Directors need not be stockholders.

Section 3.2. Vacancies and New Directorships. Vacancies on the Board will be filled by the party or parties who designated the Director creating the vacancy. Newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute.

Section 3.3. Powers. The business and affairs of the Corporation shall be managed by or under the direction of its board of directors which may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these By-laws directed or required to be exercised or done by the stockholders.

Section 3.4. Action by the Board of Directors. Any action of the Board, except as for those actions identified below, shall require approval of at least 51% of the votes allocated to the directors at a meeting of the Board at which a quorum is present. For so long as Hocon Power, LLC has any indebtedness owed to it by the Corporation, or is a guarantor of any liability of the Corporation , each Hocon Designee shall be entitled to one and one half votes each, at any meeting of the Board.. The following actions of the Board shall require a super majority of the Board. A super majority is defined as eighty percent (80%) of the members of the Board of Directors. Those actions that require a super majority are:

(a) appointment, removal and compensation (including benefits) of any employee or Officer other than the Chief Financial Officer of Discount;

(b) approve the Annual Plan of Discount or make or commit to capital expenditures in excess of those contemplated by the then applicable Annual Plan ;

(c) materially change, amend or modify the scope of Discount's operations or business ;

(d) enter into any transaction or series of related transactions involving the disposition, sale or other transfer of all or substantially all of the assets (including securities of Subsidiaries) or properties of Discount or any of its Subsidiaries ;

(e) enter into any transaction or series of related transactions involving the purchase or acquisition of assets (including securities of Subsidiaries) or properties in an amount exceeding US\$1 Million in a single transaction or series of related transactions ;

(f) incur any Indebtedness or provide Guarantees in an amount exceeding US\$5 million in a single transaction or series of related transactions (exclusive of the Indebtedness and Guarantees that have been included in the Annual Plan approved by the Board);

(g) issue any Shares of Discount other than Exempted Shares;

(h) amend, modify or restate the Bylaws or Articles of Incorporation;

(i) declare or pay any dividend or make any distribution on or with respect to the Shares (including, without limitation, by way of repurchase); or

(j) make any filing for the appointment of a receiver or administrator for the winding up, liquidation, bankruptcy or insolvency of Discount or any of its Subsidiaries or otherwise pursue bankruptcy or insolvency proceedings, unless otherwise required by applicable Law.

Section 3.5. Place of Meetings. The board of directors of the Corporation may hold meetings, both regular and special, either within or without the State of Connecticut.

Section 3.6. Regular Meetings. Regular meetings of the board of directors may be held without notice at such time and such place as shall from time to time be determined by the board.

Section 3.7. Special meetings. Special meetings of the board may be called by the chairman of the board or by the president on three day's written notice to each director, either personally or by mail or by telegram; special meetings of the board shall be called by the president or secretary in like manner and on like notice on written request of any director

Section 3.8. Quorum. The parties hereto will cause the Board to meet at least once every quarter. A quorum of the Board shall consist of a properly called meeting of the Board at which at least 51% of the full Board is present including at least (i) one Hocon Designee and one Pardev Designee. Resolutions of the Board shall be adopted by a vote of 51% of the votes allocated to members of the Board at a meeting of the Board at which a quorum is present except as otherwise expressly provided in this Agreement. If a quorum shall not be present at any meeting of the board of directors, the directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.9. Written Action. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, any action required or permitted to be taken at any meeting of the board of directors or any of the committee thereof may be taken without meeting, if all members of the board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes or proceedings of the board or committee.

Section 3.10. Participation in Meetings by Conference Telephone. Unless otherwise restricted by the Certificate of Incorporation or these By-laws, members of the board of directors, or any committee designated by the board of directors, may participate in a meeting of the board of directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11. Committees. The board of directors may from time to time, by resolution passed by a majority of the whole board of directors, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The board of directors may designate one or more directors of the Corporation. The board of directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee, and in the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may unanimously appoint another member of the board of directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the board of directors, shall have and may exercise all the powers and authority of the board of directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which it may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the same issuance of shares of stock adopted by the board of directors, fix designation and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation), adopting an agreement of merger or consolidation under the General Corporation Laws of the State of Connecticut, recommending to the stockholders the sale; lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholder a dissolution of the Corporation or a revocation of a dissolution, or amending the By-laws of the Corporation; and, unless the resolution designating such committee expressly so provides, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger pursuant to the General Corporation Laws of the State of Connecticut.

Unless otherwise ordered by the board of directors, a majority of the members of any committee appointed by the board of directors pursuant to this section shall constitute a quorum at any meeting thereof, and the act of a majority of the members present at a meeting at which a

quorum is present shall be the act of such committee. Any such committee shall prescribe its own rules for calling and holding meetings and its method of procedure, subject to any rules prescribed by the board of directors, and shall keep written record of all action taken by it and report the same to the board of directors when required.

ARTICLE IV

NOTICES

Section 4.1. Generally. Whenever, under the provisions of the statutes or of the Certificate of Incorporation or these By-laws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder, at his or her address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the same time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram or telephone.

Section 4.2. Waiver. Whenever any notice is required to be given under the provisions of the statutes or the Certificate of Incorporation or of these By-laws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V

OFFICERS

Section 5.1 Generally. The officers of the Corporation shall be chosen by the board of directors and shall be a President, a vice president and a secretary. The board of directors may also choose a chairman of the board of directors, a vice chairman of the board of directors, one or more additional vice-presidents, a treasurer, and one or more assistant secretaries and assistant treasurers. Any number of offices may be held by the same person, unless the Certificate of Incorporation or these By-laws otherwise provide.

Section 5.2. Compensation. The compensation of all officers and agents of the Corporation who are directors of the Corporation shall be fixed by the board of directors. The board of directors may delegate the power to fix the compensation of all other officers and agents of the Corporation to an officer of the Corporation.

Section 5.3. Succession. The officers of the Corporation shall hold office until their successors are chosen and qualified. Any officer elected or appointed by the board of directors may be removed at any time by the affirmative vote of a majority of the board of directors. Any vacancy occurring in any office of the Corporation shall be filled by the board of directors.

Section 5.4. Authorities and Duties. The officers of the Corporation shall have such authority and shall perform such duties as are customarily incident to their respective offices, or

as may be specified from time to time by the directors regardless of whether such authority and duties are customarily incident to such office.

ARTICLE VI

CERTIFICATES OF STOCK

Section 6.1 Certificates. Every holder of stock in the Corporation shall be entitled to have certificate, signed by, or in the name of the Corporation by the president or a vice-president and the secretary or an assistant secretary of the Corporation, certifying the number of shares owned by him in the Corporation.

Section 6.2. Transfer. Upon surrender to the Corporation or the transfer of agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to, or to cause its transfer agent to, issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 6.3. Lost, Stolen or Destroyed Certificates. In the event of loss, theft or destruction of any certificate for shares, another may be issued in its place pursuant to such requirements as the board of directors may establish concerning proof of such loss, theft or destruction and concerning the giving of a satisfactory bond or bonds of indemnity.

ARTICLE VII

IDEMNIFICATION OF DIRECTORS AND OFFICERS

Each person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, or other enterprise (including the heirs, executors, administrators or estate of such person) shall be indemnified by the Corporation to the full extent permitted or authorized by the General Corporation Laws of the State of Connecticut. The Corporation may, but shall not be obligated to, maintain insurance, at its expense, for its benefit in respect of such indemnification and that any such person whether or not the Corporation would otherwise have the power to indemnify such person.

ARTICLE VIII

GENERAL PROVISIONS

Section 8.1. Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the board of directors at regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation.

Section 8.2. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 8.3. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 8.4. The fiscal year of the Corporation shall be fixed by resolution of the board of directors.

Section 8.5. The board of directors may adopt a corporate seal and use the same by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE IX

AMENDMENTS

These By-laws may be altered, amended or repealed or new By-laws may be adopted by the stockholders or the board of directors.

I, Jonathan Parrella, as President of Discount Power, Inc., hereby certifies that the foregoing Bylaws were adopted by a super-majority of the Stockholders and all of the Board of Directors of Discount Power, Inc. on the 12th day of November, 2009.


Jonathan Parrella - President

Attachment 5a

1. Chandler, Conover v Discount Power, Inc.; Closed/Settled; Superior Court, JD of Hartford CT; Docket No. HHD-CV14-6055537-S; Variable rate class action.
2. Katz v Discount Power, Inc.; Active; Trial Court of Massachusetts, Milford District; Civil Action No. 1666CV159; Alleged TCPA violations.
3. Lucas v Desilva Automotive Services, LLC, et al; Active; U.S. District Court, Southern District of Ohio; Civil Action No. 1:16-CV-790-MRB-SKB; Alleged TCPA violations.

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MAR 10 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

Attachment 5b

1. Chandler, Conover v Discount Power, Inc—Settled with no admission of guilt on the part of Discount Power, Inc.
2. Katz v Discount Power, Inc.—Active, discovery phase.
3. Lucas v Desilva Automotive Services, LLC, et al—Active, discovery phase.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Attachment 5c

1. PA PUC formal complaint: James Carmine v Discount Power, Inc.
2. PA PUC formal complaint: Cindy Ann Zink v Discount Power, Inc.
3. PA PUC formal complaint: Rebecca Van Kampen v Discount Power, Inc.

Attachment 5d

1. Carmine-Closed.
2. Zink-Closed.
3. Van Kampen-Closed.

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Attachment 7a

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU



An Exelon Company

January 12, 2017
PECO - Exelon Corporation
Energy Acquisition
2301 Market Street
Philadelphia, PA. 19101

Discount Power, Inc.
Joel Glassman, Chief Operating Officer
6 Armstrong Rd.
Shelton, CT 06484
jglassman@discountpowerinc.com

Energy Acquisition is providing this notification letter that Discount Power, Inc. has met the creditworthiness business requirement involved with the Pennsylvania Gas Choice - Low Volume Transportation program, pursuant to the receipt of an initial Surety of \$35,000.00 Guaranty. The Surety may be submitted to PECO via three acceptable forms; a Cash Deposit, a Letter of Credit, or a Surety bond. PECO will hold any surety to cover potential obligations to PECO and other system costs that could result from failure of a Supplier to meet its competitive Natural Gas Supply service delivery obligations.

Please note, although the creditworthiness requirements were met, as referenced within Section 7.13 (Creditworthiness of a Natural Gas Supplier (NGS) Serving Low Volume Transportation Customers) of the Gas Service Tariff, PECO has the right to re-assess the creditworthiness of the company if PECO has any reason to suspect a change in the marketer's financial condition.

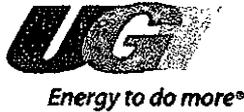
If you should have any questions regarding this matter, please contact the Electric & Gas Choice Hotline at 215-841-3700.

Sincerely,

A handwritten signature in cursive script that reads "Carol Reilly".

Carol Reilly
Manager

Energy Acquisition



UGI Utilities, Inc.
2525 North 12th Street
Suite 360
Post Office Box 12677
Reading, PA 19612-2677

March 2, 2017

Ken Flood
Licensing and Regulatory Administrator
Discount Power, Inc.
6 Armstrong Rd.
Shelton, CT 06484

RE: UGI Financial Security Requirements

Dear Mr. Flood,

UGI Utilities, Inc. ("UGIU") has reviewed the request of Discount Power, Inc ("DPI") for approval to operate as a Natural Gas Supplier. Based on this review and the requirement that DPI must post security as specified in the UGI Utilities, Inc.-Gas Division ("UGI"), UGI Penn Natural Gas, Inc. ("PNG") and/or UGI Central Penn Gas, Inc. ("CPG") Supplier Coordination Tariffs before it serves customers on the UGI, PNG and/or CPG distribution systems, UGIU has determined that DPI has demonstrated adequate creditworthiness to satisfy any costs UGI, PNG and/or CPG may incur in the event they operate as a supplier of last resort due to a default on the part of DPI.

This determination may change in the event there is a material deterioration in DPI's financial condition, if DPI's obligations to UGI, PNG and/or CPG exceed the amount of the financial security provided, if the financial security is withdrawn or is deemed to be null and void or inadequate due to the material financial deterioration of any guarantor, or if DPI fails to abide by the terms and conditions of the UGI, PNG and/or CPG Gas Tariffs and the UGI, PNG and/or CPG Natural Gas Supplier Coordination Tariffs.

Please feel free to contact me with any additional questions that you may have. I can be reached at (610) 796-3520

Sincerely,

David E. Lahoff
Senior Manager, Tariff & Supplier Administration
UGI Utilities, Inc.



National Fuel

February 27, 2017

Kenneth Flood
Regulatory and Licensing Administrator
Discount Power, Inc.
6 Armstrong Road
Shelton, CT 06484

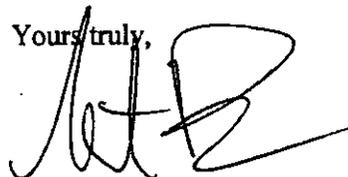
RE: Security Requirement Discount Power, Inc.

Dear Kenneth,

Pursuant to 66 Pa. C. S. § 2208 (c), an applicant for a natural gas supplier license in the Commonwealth of Pennsylvania must furnish security to each utility where the supplier will do business to ensure the financial responsibility of such natural gas supplier. To this end, National Fuel Gas Distribution Corporation ("National Fuel") will perform a credit review and analysis of Discount Power, Inc. ("DPI") and determine at the appropriate time whether DPI must post a security deposit acceptable to National Fuel in order to operate as a supplier on National Fuel's system.

DPI's security requirement to serve Pennsylvania customers is dependent on the type of transportation service utilized by DPI. There is no Natural Gas Supplier (NGS) security requirement for customers that will be enrolled in National Fuel's Purchase of Receivable (POR) program. As such, DPI will not be required to post security for customers enrolled in the POR program. A security deposit will be required for transportation customers not enrolled in the POR program.

Should you have any questions concerning the above, please contact me at 716-857-7599.

Yours truly,


Nathan E. Barnes
Transportation Services Department



PEOPLES NATURAL GAS



PEOPLES TWP

375 North Shore Drive
Pittsburgh, PA 15212

Lynda W. Petrichevich
Vice President, Regulatory Affairs

Peoples Service Company LLC
Phone: 412-208-6528; Fax: 412-208-6577
Email: lpetrichevich@peoples-gas.com

January 19, 2017

Joel Glassman
COO
Discount Power, Inc.
6 Armstrong Rd.
Shelton, CT 06484

Dear Mr. Glassman:

We are pleased that Discount Power, Inc. has applied for a license to provide natural gas services on the Peoples Group of Companies. Specifically you have requested to be licensed as a supplier on the distribution systems of Peoples Natural Gas Company LLC, Peoples TWP, and Peoples Natural Gas LLC – Equitable Division (“the Companies”).

Since Discount Power, Inc. is not currently serving customers on the Peoples systems, we have determined at this time that Discount Power, Inc. does not need a bond or other financial security requirement to provide these services to the Company’s customers.

If a Pool is established, and customers are enrolled which alters the creditworthiness requirement or the Company’s exposure to Discount Power, Inc. provision of services on the Peoples’ system changes in the future, the Companies may deem it appropriate to require a bond or other financial instrument.

If you have any questions feel free to contact me at 412-208-6528 or by email at
Lynda.W.Petrichevich@peoples-gas.com.

Sincerely,

Lynda W. Petrichevich
Vice President – Regulatory Affairs
Peoples Natural Gas Company LLC

Cc: Steven Kolich
Stephen Kelly

SAFETY

CUSTOMER
COMMITMENT

TRUST

COMMUNITY

ATTACHMENT 8A

Discount Power has been successfully serving retail electricity customers since 2010, and specifically in the State of Pennsylvania since 2014. To address the specific technical expertise for serving natural gas customers, Discount Power will utilize the services of GP Energy Management, and their scope of work will include:

Data Integration and Customer Count Tracking

- Develop Customer Counts Matrix utilizing Customer billing system data to create Customer projections for integration into proprietary demand forecasting process

Demand Forecasting and Nominations

- Acquire utility data to calculate nominations and notify client of any expected volume excess or shortfalls based on those nominations
- Submit daily and monthly nominations as needed to utilities, pipelines and suppliers
- Report and reconcile supply volumes, pricing, and banking and storage volumes acquired and consumed to client and others as necessary. (suppliers, pipelines, storage facilities, traders, utilities...)
- Manage imbalances during reallocation periods where applicable
- Purchase or sale of volumes and transportation capacity for balancing daily and monthly requirements of utilities as provided by tariff
- Manage storage volumes and ratchets according to utility tariff through allocation, nomination, injection or withdrawal on daily or monthly basis as required by tariff

Historical Cost Analysis and Pricing Model

- Provide historical costs for use in forecasting future headroom and gross margin calculations
- Create customized Forward Cost Curves

Hedging and Portfolio Management

- Make hedging recommendations utilizing the wholesale natural gas markets
- Develop an approach to manage exposure to wholesale natural gas markets utilizing risk-reducing transactions in all available hedging products

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SECRETARY'S BUREAU

Attachment 8e

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

JOEL GLASSMAN

27 Woodside Drive • Woodbridge, Connecticut 06525
203.273.2074 • jglassma@mac.com

Dynamic manager with more than 15 years of experience leading risk management, business development, operations and financial planning and analysis initiatives in rapid-growth environments. Thrives in a strategic planning role, known for utilizing sophisticated analytics to assess financial performance and strategic opportunities. Collaborative and approachable leadership style, talented at developing high-level relationships with partners and internal stakeholders.

Core Competencies

Growth Strategy • Financial Planning & Analysis • Business Restructuring & Problem Solving
Regulatory • Margin Expansion • Cost Management • Financial Modeling & Forecasting
Corporate Finance • Mergers & Acquisitions Strategy • Process Reengineering • Risk Management

PROFESSIONAL EXPERIENCE

DISCOUNT POWER, Inc., Shelton, Connecticut • Apr 2013-Present

\$50 million retail energy provider serving customers in the Northeast U.S.

Chief Operating Officer

Brought on by company's Board of Directors to lead the turnaround of the company and direct all operations.

- Expanded into nine new markets to broaden revenue sources outside of the company's original market footprint, with further market expansion in process.
- Initiated and managed a capital raise process along with creating the company's first strategic plan.
- Successfully monetized a book of customers to build capital for growth in more opportunistic markets.
- Launched new sales channels to diversify the company's go to market strategy.
- Guided the company through an unprecedented wholesale cost environment that dramatically impacted the Northeast U.S. retail energy industry.
- Rebranded the company's website and initiated SEO and PPC initiatives to increase web traffic.
- Manage a staff of 20 including Risk Management, Finance, Human Resources, Marketing, Regulatory and Operations functions.
- Present ongoing metrics and future strategic goals to company Board of Directors on a monthly basis.

CRIUS ENERGY, Stamford, Connecticut • Jan 2012-Feb 2013

Retail energy and services provider to over 400,000 residential and commercial customers in the U.S. market through a family of brands – Viridian Energy, Cincinnati Bell Energy, Fairpoint Energy, FTR Energy Services and Public Power.

Director of Commercial Sales

Developed all internal and external processes for offering competitive commercial products in existing and new markets.

- Created and implemented the business plan for the Viridian brand to enter the commercial market, leading a cross functional effort including operations, legal, marketing and finance.

CRIUS ENERGY, cont'd

- Initiated and launched Small Commercial targeted products to differentiate mass market offerings from the Residential products, increasing the Small Commercial customer base.
- Built a team to move Viridian into individual customer specific pricing for large commercial accounts.
- Provided cross-functional support to other departments for all Commercial and retail energy related activity for all Crius Energy brands.
- Trained both Corporate and Viridian Sales Associates on the Commercial aspect of the retail energy business
- Drove profitability and growth for the Commercial business, increasing revenue by more than \$5,000,000 and gross margin by more than \$500,000 in 2012 with a limited Large Commercial plan roll-out.
- Supported due diligence and deal closing between Regional Energy Holdings and Public Power to create Crius Energy, covering all ISO, utility and wholesale supplier specific requirements.

GLACIAL ENERGY, St. Thomas, Virgin Islands • Oct 2008-Nov 2011

\$500 million supplier of retail energy to the U.S. market.

Vice President of Power Operations (2010-2011)

Oversaw all operations specific to serving Commercial and Industrial customers in all deregulated power markets. Led and managed the monthly \$40 million billing cycle, including all cost build-up and invoice generation for over 20,000 customers consisting of over 60,000 meters.

- Implemented new products that brought in over \$15 million of revenue in the 1st quarter of 2011
- Reorganized the supply, forecasting and scheduling groups into one seamless organization.
- Re-engineered the monthly customer invoicing process to save the company more than \$1 million in lost revenue per month.
- Led all operational interaction with strategic suppliers for agreements covering more than \$400 million of supply.
- Provided deregulated retail energy education and marketing and sales support to all sales channels.
- Member of the executive team tasked with closing a \$100 million supply and lending facility, with specific tasks of creating the company presentation deck and leading road show presentations.

Vice President of Corporate Development (2008-2010)

Spearheaded the development of new geographical and vertical markets as well as new products to fuel double-digit company growth. Identified new merger and acquisition opportunities, assessed synergy potential and led all due diligence. Led all regulatory efforts including new market entries and all ongoing reporting requirements.

- Devised and managed market entry strategies for four new markets representing potential for over \$100 million in incremental revenue in the first year.
- Managed relationship with two lending sources for a combined \$90 million facility including all financial reporting requirements.
- Created the company's first daily cash flow forecast which was used for both liquidity and treasury planning.

GLACIAL ENERGY, cont'd

- Initiated and implemented plan to round out the company portfolio by pioneering a strategic M&A campaign.
- Selected and initiated negotiations with M&A candidates representing revenues of \$700 million.

DIRECT ENERGY, Stamford, Connecticut • May 2004-Oct 2008

Manager, Financial Planning & Analysis (2005-2008)

Developed and maintained key financial forecasts, including revenue metrics, cost of goods sold, gross margins, operating expenses, and operating margins, to facilitate a 3-year business planning outlook. Performed deep-dive financial due diligence and valuation work on business investments, M&A deals, and other development projects. Managed and motivated 2 senior analysts, reviewing work and providing training on financial planning and analysis concepts.

- Reformulated the corporate margin models to significantly enhance accuracy and visibility.
- Facilitated 100% growth in the U.S. C&I business through the financial assessment of a \$300 million competitor acquisition.
- Constructed a complex 15-year financial model as well as a qualitative strategic plan, incorporating secular market and economic inputs.
- Managed change and maintained morale through 3 internal restructuring initiatives.
- Selected as Direct Energy Employee of the Month.

Manager, Marketing Strategy (2004-2005)

Created and implemented renewal pricing policies for \$250 million worth of residential customers, optimizing competitive position while maintaining maximum gross margins. Directed the tracking of customer count statistics and customer profile information. Supervised 1 analyst.

- Enhanced sales forecast accuracy with the creation of a customer count and turnover model.
- Propelled gross margin expansion of 15%.

THE NEW POWER COMPANY, Purchase, New York • Apr 2001-May 2002

Market Analyst

Devised strategies to increase sales growth and renewal rates in the New York and Georgia markets. Set prices to optimize market positioning, accounting for regulatory, legal, as well as supply and demand factors.

- Boosted Georgia margin 20%.
- Analyzed New York competitive landscape to pinpoint attractive acquisition targets.

Career Note: Additional professional background includes Summer Associate for AIG Global Investment Group (2003), Power Trader and Pricing Analyst at Constellation NewEnergy, and Real-Time Electricity Trader for Avista Energy (1998-1999).

EDUCATION & CREDENTIALS

Master of Business Administration in Finance

Rice University, Houston, Texas, 2004

Bachelor of Science in Mechanical Engineering

Tufts University, Medford, Massachusetts, 1998

SHANNON M. WELCH

SUMMARY

Creative, high energy Marketing/Operations professional. Detailed in orientation, strategic in thinking, results driven in demeanor. A clear and dynamic communicator with clear customer focus. A team player proficient in competitive analysis, strong ability to prioritize, targeting markets, identifying prospects and following through to secure new business. Very comfortable in multi-tasking environments. Strong interpersonal skills.

EXPERIENCE

Discount Power, Inc. Shelton, CT 2010 – Present

Operations Manager

- Managing a staff of 5 responsible for corporate Operations including client services, pricing, broker network, and interface with Public Utilities.
- Designed and implemented new corporate reporting systems for broker network, Board of Directors and internal efficiencies.
- Key liaison with EDI provider to ensure proper alignment with Public Utility systems.
- Work with the utilities and EDI to get established in new markets and conduct testing for a seamless launch.
- Work with EDI to identify shortcomings and operational inefficiencies to develop scalable solutions.
- Work with IT to outline web based improvements and necessary changes to accommodate business growth and new channel partners.

Waterbury Co., Inc Waterbury, CT 2007 - 2010

Marketing Specialist

- Reporting to the V.P. of Sales & Marketing, responsible for a new product line of 40 products representing \$10 million in sales revenue for a leading manufacturer of Yankee Candle equipment generating sales of \$50 million annually.
- Implements enabling technologies, including CRM, to field sales teams. Monitors the assigned sales organization's compliance with required standards for maintaining CRM data. Works closely with sales management to optimize the effectiveness of the firm's technology investments.
- Design and implementation of web site/store, SEO, all marketing communications, sales promotions, trade shows, product launches, public relations and 2007 and 2008 marketing plans.

The Plastic Forming Company Inc. Woodbridge, CT 2005 - 2007

Sales & Marketing Associate

- Demonstrated ability to promote products, services, as well as secure and develop key accounts to maximize company profits.
- Proven ability to cultivate relationships with key decision makers and manage projects on a Global basis to achieve corporate goals.

-
- Excellent qualification in strategic planning with comprehensive knowledge of management, organizational development, team building and project execution.

Inline Plastics Corp. Shelton, CT 2003-2005

Marketing Coordinator

- Created and executed strategic and tactical marketing plans for key accounts.
- Developed and launched series of new products and services to increase response rates, reduce customer defection, and increase sales.
- Directed and managed the development and production of all marketing communications, sales promotions, public relations, trade advertising, trade shows, direct mail materials and the newly designed web site and store.

EDUCATION

2004 University of New Haven West Haven, CT

- B.S. In Marketing and E-Commerce
 - Captain of the Woman's Soccer Team
-

ATTACHMENT 9

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DISCOUNTPOWER

PA PUC License #A-xxxx-xxxxxxx
Pennsylvania Gas Plan Fixed Plan Price
12 Month Term xx.xxxx¢ per Therm

The following is your Disclosure Statement and Terms of Service ("Agreement") with Discount Power, Inc ("DPI") for the purchase of natural gas supply service. DPI agrees to sell and Customer agrees to buy the quantity of natural gas delivered to you, as measured or estimated by your Natural Gas Distribution Company (NGDC). DPI is a Natural Gas Supplier (NGS) and will supply natural gas for your premise enrolled under this Agreement. By enrolling for service with DPI, you agree to be bound by this Agreement and pay for the natural gas service DPI provides to you under this Agreement. The words "we," "us" and "our" refer to DPI, and the words "you" and "your" refer to the Customer. Please retain this Disclosure Statement and Terms of Service for your records.

DPI is licensed by the Pennsylvania Public Utility Commission (PA PUC) to offer natural gas supply services in Pennsylvania. Natural Gas supply prices and charges are set by DPI, the NGS you have chosen. The PA PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission charges and services. You will receive a single bill from your NGDC that includes your DPI supply charges as well as the NGDC delivery charges.

Definitions:

Commodity Charges - The charges for basic gas supply service which is sold either by volume (CCF or Mcf) or heating value (dekatherms). Commodity charges include estimated total state taxes but do not include State Sales Tax and county tax.

Distribution Charges - The charges for the delivery of natural gas from the point of receipt into the NGDC's system.

Terms of Service:

Length of Agreement: The term shall commence as of the date the change of provider to DPI is deemed effective by the NGDC or the product change takes effect. If you have a fixed rate plan your service shall commence for the number of billing cycles (months) stated in plan name above. If a new plan is not selected at the end of the fixed rate term plan, your account will automatically renew for successive one (1) month billing cycles on our default month-to-month variable plan. If you have chosen a variable plan your service shall commence for a one (1) month term (Initial Term) at the rate stated above. Variable rate service will automatically renew for successive one (1) month billing cycles.

Basic Service Prices: The fixed rate is for the specified number of billing cycles (months) contained in the plan name as shown above. DPI's prices are based on DPI's assessment of historic and projected supply and hedging costs, prior month's pricing, projected average customer bill amounts and conditions in the natural gas market. This price also includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state sales tax and county tax. You can review the previous twenty-four (24) months' average billed rates for your rate class (residential or commercial) or the month's pricing available to date at discountpowerinc.com or by calling (877) 2259-7693. Please note that historical pricing is not indicative of present or future pricing.

Renewal Terms and Material Changes: If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two (2) separate written notifications. The first will be sent sixty (60) to seventy-five (75) days in advance, and the second at least forty-five (45) days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you do not select a new plan by the current contract expiration date, your account will transition to our default month-to-month variable plan. If you find the term change(s) unacceptable, you may choose another supplier or return to NGDC default service without any penalty to you. You can renew online by logging on to your account management site at www.discountpowerinc.com, calling Customer Care at (877) 259-7693 or by faxing your request to renew your plan to (203) 951-0965. If renewing by fax, please state the product that you would like to renew, include your account number and sign the fax.

Right to Rescind: You may rescind this Agreement, without fee or penalty of any kind, at any time before midnight of the third business day following receipt of the Disclosure Statement and Terms of Service. You have several options on how you can rescind this Agreement – by phone, in writing, electronically, or by sending a fax. Please refer to the Contact Information section for important phone numbers and addresses. If you rescind

DISCOUNTPOWER

in writing, please provide your name, address, phone number and a statement that you are rescinding your agreement under the Right of Rescission.

Cancellation Fee: No cancellation or early termination fees apply to this product.

CONTACT INFORMATION:

Natural Gas Supplier (NGS):

Discount Power, Inc

6 Armstrong Rd.

Shelton, CT 06484

(877) 259-7693

www.discountpowerinc.com

Natural Gas Distribution Company (NGDC) and Provider of Last Resort:

UGI Central Penn Gas

2525 North 11th Street, Suite 360, Reading, PA 19612

(800) 276-2722

Gas Leak: 800-276-2722

<http://www.ugi.com/>

Pennsylvania Public Utility Commission (PA PUC):

P.O. Box 3265

Harrisburg, PA 17105-3264

(800) 692-7380

<http://www.puc.state.pa.us/>

DISCOUNTPOWER

Pennsylvania Fixed Rate Contract Summary Natural Gas Supplier

Natural Gas Supplier Information	Discount Power Inc. ("DPI") 6 Armstrong Road Shelton, CT 06484 Monday - Friday 8:30am - 5:00pm EST 1-877-334-0091 www.discountpowerinc.com Discount Power, Inc is responsible for your gas commodity/supply charges.
Price Structure	This is a fixed rate product for the specified number of months in the contract term section below.
Natural Gas Supply Price	\$xx.xxxx per therm.
Statement Regarding Savings	Savings are not guaranteed.
Deposit Requirements	No deposit required.
Incentives	None currently available.
Contract Start Date	You will begin your service with Discount Power, Inc. on the date your gas supply service is switched to DPI by your Natural Gas Distribution Company ("NGDC").
Contract Term / Length	12 monthly billing cycles.
Cancellation / Early Termination Fees	There are no early termination or cancelation fees; you can cancel at any time and your NGDC will set a date for your service through Discount Power to end.
End of Contract	You will receive two (2) separate written notices prior to term expiration. The first notice will be provided between sixty (60) and seventy-five (75) days before the expiration of the contract term. The second notice will be sent at least forty-five (45) days before the expiration of the contract term. If you do not select a new plan by the end of the contract, your account will transition to our default month to month variable plan.

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Discount Power, Inc ("DPI") is licensed by the PA PUC as a Natural Gas Supplier (NGS)/PA PUC License #A-xxxx-xxxxxxx. The Federal Energy Regulatory Commission regulates transmission charges and services. Service Term and Product Selection: Depending on which plan you have selected, your service under this Agreement is provided under either a fixed-rate ("term") product or a variable rate ("month-to-month") product, as specified in the Disclosure Statement. Unless otherwise agreed to in writing or other form as authorized by the PA PUC, your minimum term will be disclosed herein, along with any applicable monthly recurring fees. The product selected at time of enrollment will become effective on the day your service begins with DPI, which coincides with the date your meter is read by your NGDC. Because this date is determined by your NGDC, DPI is not able to commit to a specific date for the commencement of service. Product changes should be submitted two (2) weeks prior to your meter read to take effect at the start of your next billing cycle. Any requests made less than two (2) weeks in advance may delay the start of the new product until the following monthly billing cycle. Please see your product specific information above.

Contact Information:

For questions concerning your rate, service initiation, or service cancellation, please contact DPI using the contact information below:

Discount Power, Inc. ("DPI")
6 Armstrong Rd.
Shelton, CT 06484
Customer Service (877) 259-7693
Facsimile (203) 951-0965
Operating Hours:
Monday – Friday 8:30 AM – 5:00 PM ET

In the event of a gas leak, please contact your Natural Gas Distribution Company (NGDC):

Columbia Gas of Pennsylvania (888) 460-4332
National Fuel Gas (800) 444-3130
PECO (Electric and Gas) (800) 841-4141
Peoples Natural Gas (800) 764-0111
UGI Gas (800) 276-2722
UGI Central Penn Gas (800) 652-0550
UGI Penn Natural Gas (800) 276-2722

Public Utility Commission of Pennsylvania (PA PUC):
PO Box 3265
Harrisburg, PA 17105-3265
Utility Choice Hotline: (800) 692-7380

The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

Universal Service Programs: For more information about the Universal Services programs, please use the contact number below for your service area:

PECO (CAP Rate) (800) 744-7040
Columbia (CAP) (800) 537-7431
Peoples Natural Gas (CAP) (800) 400-9276

National Fuel Gas (LIRA) (800) 365-3234
UGI Penn Natural Gas (CAP) (800) 490-8605
UGI Central Penn Gas (800) 652-0550
UGI Gas (CAP) (800) 844-9276

Eligibility: DPI does not determine eligibility for pricing based on credit history, utility payment data or credit score. DPI does not deny service based on a Customer's or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a Customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

Information Release Authorization: An NGDC or NGS may not release private Customer Information to a third party unless the Customer has been notified of the intent and has been given a convenient method of notifying the entity of the customer's desire to restrict the release of the private information. A customer of an NGDC or NGS may restrict the release of either:

- 1) the Customer's telephone number; or
- 2) the Customer's historical billing data.

Customers shall be permitted to restrict information as specified above by returning a signed form, or by telephone or electronic communication. Nothing in this section prohibits the NGDC or NGS from performing their mandatory obligations to provide gas service as specified in the Agreement and in the Pennsylvania Code.

Agency: Customer appoints DPI as its agent to acquire the gas supply necessary to meet your natural gas needs, contract for and administer transportation and related services over interstate facilities and those of the NGDC needed to deliver gas to the Customer's premises.

Severability: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

Delays or Failure to Exercise Rights: No partial performance, delay or failure on the part of DPI in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings, and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

Acceptance and Amendments: This Agreement shall not become effective until accepted by DPI. DPI may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation. Customers will be provided two (2) notices of such amendment. The first notice will be sent at least sixty (60) days prior to proposed amendment. The second notice will be sent at least forty-five (45) days prior to the proposed amendment. Refer to the Renewal Term and Material Changes section of this Agreement for more information. Upon receipt of written notice of a material change,

DISCOUNTPOWER

Customer may terminate this Agreement prior to the date such change becomes effective without penalty. However, any amendment of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver shall not apply retroactively to any claim initiated or accrued prior to the date of amendment. Any such claim shall be governed by the terms of the Dispute Resolution, Binding Arbitration Clause and Class Action Waiver in effect on the date the claim accrued.

Force Majeure: The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the NGDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

Assignment: DPI may, without your consent, (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an affiliate of DPI; (c) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets of DPI Energy; and/or (d) transfer or assign this Agreement to a certified Natural Gas Supplier. In the case of (b), (c) or (d), any such assignee shall agree in writing to be bound by the terms and conditions hereof. DPI will provide the Customer with a 30-day notification prior to assigning the Agreement. Upon any such assignment, Customer agrees that DPI shall have no further obligations hereunder.

Limitations of Liability: Liabilities not excused by reason of Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of DPI. There are no third-party beneficiaries to this Agreement.

Representations and Warranties: The natural gas service under this Agreement will meet the applicable NGDC's standards and may be supplied from a variety of sources. DPI makes no representations or warranties other than those expressly set forth in this Agreement, and DPI expressly disclaims all other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose.

Governing Law: This Agreement shall be governed by, enforced and performed in accordance with the rules of

the PA PUC. In the event of an unanticipated cost, an NGS is allowed to reformulate the contract by proposing new contract terms to the Customer, as long as the Customer affirmatively consents. A lack of affirmative consent by the Customer would be deemed a rejection of the new terms, and allow the Customer to pursue other opportunities in the market with no penalty.

DISPUTE RESOLUTION BY BINDING ARBITRATION: PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at (877) 259-7693. Customer can also contact DPI in writing at 6 Armstrong Rd., Shelton, CT 06484. If the customer is not satisfied after discussing the terms of service with DPI the customer may contact the PA PUC pursuant to its Complaint Handling Procedure. Their contact information is noted in the Contact Information box. Payment obligation for disputed amounts may be withheld until such dispute is resolved through mutual agreement or as warranted by PA PUC decision. **ALL OTHER DISPUTES SHALL BE HANDLED PURSUANT TO THE ARBITRATION AND CLASS ACTION WAIVER BELOW.** In the unlikely event that DPI's customer service department or the PA PUC is unable to resolve a complaint you may have to your satisfaction (or if DPI has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. **ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED.** For any non-frivolous claim that does not exceed \$75,000, DPI will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from DPI to at least the same extent as you would be in court. In addition, under certain circumstances (as explained below), DPI will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what DPI has offered you to settle the dispute.

ARBITRATION AGREEMENT

(1) DPI and you agree to arbitrate ALL DISPUTES AND CLAIMS between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the

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termination of this Agreement. References to "DPI," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Trade Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND DPI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

(2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to DPI should be addressed to: Legal Department, Discount Power, Inc., 6 Armstrong Rd., Shelton, CT, 06484 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If DPI and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or DPI may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by DPI or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or DPI is entitled.

(3) After DPI receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$200 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, DPI will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at (800) 778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless DPI and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is

based. Except as otherwise provided for herein, DPI will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse DPI for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

(4) If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of DPI's last written settlement offer made before an arbitrator was selected, then DPI will:

- pay you the amount of the award or \$10,000 ("the alternative payment"), whichever is greater; and
- pay your attorney, if any, twice the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium"). If DPI did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

(5) The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws DPI may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, DPI agrees that it will not seek such an award.

(6) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND DPI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and DPI agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

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(7) Notwithstanding any provision in this Agreement to the contrary, we agree that if DPI makes any future change to this arbitration provision (other than a change to the Notice Address) during the term of your agreement, you will receive two (2) separate written notifications that proceed either the expiration date of the contract or the effective date of the proposed changes. These notifications will explain your options going forward. You may reject any such change by sending DPI written notice within thirty (30) days of change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between DPI in accordance with this provision.

ATTACHMENT 11a

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MAR 10 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

Appendix A

APPLICATION AFFIDAVIT

RECORDED

MAR 10 2017

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

[Commonwealth/State] of Connecticut :

ss. Shelton

County of Fairfield :

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

[He/she is the COO (Office of Affiant) of Discount Power, Inc (Name of Applicant);]

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

That the Applicant herein Discount Power, Inc. has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. § 2208 (c)(1).

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

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

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

[Signature]
Signature of Affiant

Sworn and subscribed before me this 22 day of February, 2017.

[Signature]
Signature of official administering oath

My commission expires June 2020

LINDA A ST.CYR
Notary Public, State of Connecticut
My Commission Expires Jun 30, 2020

ATTACHMENT 11b

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Appendix B

OPERATIONS AFFIDAVIT

REC-1000

MAR 30 2017

[Commonwealth/State] of Connecticut

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SS.

County of Fairfield

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

[He/she is the COO (Office of Affiant) of Discount Power, Inc
(Name of Applicant);]

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

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

That Discount Power, Inc., the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply 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 Discount Power, Inc., 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 22 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 natural gas 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).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

Appendix B (Continued)

That Discount Power, Inc. the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506 and the standards and billing practices of 52 PA. Code Chapter 56.

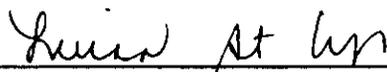
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the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

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



Signature of Affiant

Sworn and subscribed before me this 22 day of February, 2017.



Signature of official administering oath

My commission expires June 2020.

LINDA A ST. CYR
Notary Public, State of Connecticut
My Commission Expires Jun 30, 2020

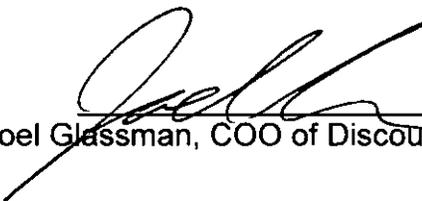
MAR 10 2017

CERTIFICATE OF SERVICE

On this the 9th day of March 2017, Joel Glassman, COO of Discount Power, inc., certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all **NON-CONFIDENTIAL** attachments have been served upon the following:

<p>Office of Consumer Advocate 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120</p>	<p>Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120</p>
<p>Office of the Small Business Advocate Commerce Building, Suite 202 300 North Second Street Harrisburg, PA 17101</p>	<p>Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance Harrisburg, PA 17128-0946</p>
<p>Columbia Gas of PA, Inc. Michele Caddell 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.6841 FAX: 614.460.8447 e-mail: mcaddell@nisource.com</p>	<p>Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120</p>
<p>Peoples Natural Gas – Equitable Division Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 e-mail: wolfordd@natfuel.com</p>
<p>The Peoples Natural Gas Company Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>
<p>Peoples TWP LLC (Formerly T. W. Phillips) Lynda Petrichevich 225 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6528 FAX: 412.208.6577 e-mail: Lynda.w.petrichevich@peoples-gas.com</p>	<p>Philadelphia Gas Works Nicholas LaPergola 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.684.6278 email: nicholas.lapergola@pgworks.com</p>
<p>UGI Central Penn David Lahoff</p>	<p>UGI David Lahoff</p>

<p>UGI Central Penn David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>	<p>UGI David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>
<p>Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: bobc@ctenterprises.org</p>	<p>UGI Penn Natural David Lahoff 2525 N. 12th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com</p>



Joel Glassman, COO of Discount Power, Inc.

ORIGIN ID:CIVA (203) 929-3200
MARY LOU KELLOGG
DISCOUNT POWER, INC.
6 ARMSTRONG RD.
THIRD FLOOR
SHELTON, CT 06484
UNITED STATES US

SHIP DATE: 10MAR17
ACTWGT: 0.50 LB
CAD: 101448678/INET3850

BILL SENDER

TO ROSEMARY CHIAVETTA
PENNSYLVANIA PUBLIC UTILITY COMMISS
400 NORTH STREET

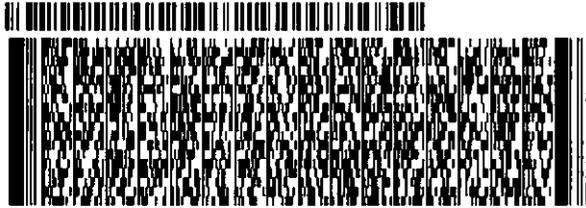
HARRISBURG PA 17120

(717) 787-5700
INV
PO

REF K FLOOD PA GAS APPLICATION

DEPT

546.03/ADB53C1



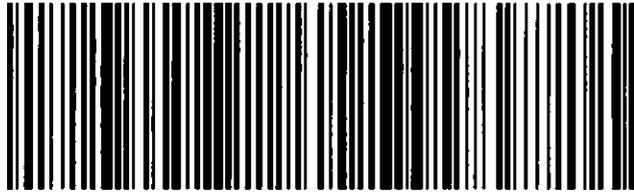
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0201

SH MDTA

17120
PA-US MDT



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