



07/24/18

RECEIVED

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, Keystone Building
Harrisburg, PA 17105-3265

JUL 30 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Re: Supplier of Electricity License Application of Sanford Energy Associates, LLC d/b/a Powervine Energy

Dear Secretary Chiavetta:

Sanford Energy Associates, LLC d/b/a Powervine Energy ("Powervine") hereby submits its Supplier of Electricity License Application, including:

- One application with original signatures and attachments, and one copy;
- Proof of Service of Process;
- Notarized Proof of Newspaper Publications;
- \$250,000 bond;
- \$350 filing fee

In addition, enclosed under separate cover are confidential documents in support of its Supplier of Electricity License Application ("Application") in accordance with Pa. Code Section 54.32. Powervine requests that its responses and corresponding attachments to the following be treated as confidential:

- Attachment 7b Financial Records, Statements and Ratings
- Attachment 7c Supplier Funding

This information is treated as confidential by Powervine, and public disclosure of such information could be potentially harmful to applicant's position as competitive Supplier of Electricity. Powervine further requests that its responses to any subsequent requests for additional information or clarification which staff might make with regard to these same requests also be permitted to be filed under seal.

Please direct any questions or concerns about the information enclosed to the undersigned.

Respectfully,

A handwritten signature in black ink, appearing to read "Joe Waldman", written over a horizontal line.

Joseph Waldman
Chief Operating Officer

Application Form for Parties Wishing to Offer, Render, Furnish, or Supply



COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
400 NORTH STREET, HARRISBURG, PA 17120

Electr
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or
Electr
ic

Generation Services to the Public in the Commonwealth of Pennsylvania

Version Revised 03/08/18

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Sanford Energy Associates, LLC, d/b/a Powervine Energy, for approval to offer, render, furnish, or supply electricity or electric generation services as a supplier of electricity to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

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

Sanford Energy Associates, LLC d/b/a Powervine Energy
Address: PO Box 476, Norwalk, CT 06586
Web Address: www.PowervineEnergy.com
Phone: (732) 598-4756

- 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.

Corporate Services Company
Address: 2595 Interstate Drive, Suite 103, Harrisburg, PA 17110
Phone: (888) 690-2882
Fax: (302) 636-5454

- 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.

Joseph Waldman
Chief Operating Officer
Address: PO Box 476, Norwalk, CT 06586
Phone: (732) 598-7323
Fax: N/A
Email: Joe@PowervineEnergy.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.

Lena Golze Desmond, Esq.
Feller Law Group

Address: 159 20th St, Suite 1B, Brooklyn, NY 11232
Phone: (212) 590-0145
Email: LenaDesmond@feller.law

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** Provide the name, title, address, telephone number, FAX number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

Primary

Joseph Waldman
Chief Operating Officer
Address: PO Box 476, Norwalk, CT 06586
Phone: (732) 598-7323
Fax: N/A
Email: Joe@PowervineEnergy.com

Alternate

Bill Kinneary
Chief Executive Officer
Address: PO Box 476, Norwalk, CT 06586
Phone: (732) 598-4756
Fax: N/A
Email: Bill@PowervineEnergy.com

2. **BUSINESS ENTITY FILINGS AND REGISTRATION**

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

The Applicant will be using a fictitious name or doing business as ("d/b/a")
Provide a copy of the Applicant's filing with Pennsylvania's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

OR

The Applicant will not be using a fictitious name.

Please see Attachment 2a(i)

- 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.

Please see Attachment 2a(ii).

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

Please see Attachment 2b.

- Give name and address of officers.

Bill Kinneary
 Chief Executive Officer
 PO Box 476, Norwalk, CT 06586

Joseph Waldman
 Chief Operating Officer
 PO Box 476, Norwalk, CT 06586

Stacy Havlicek
 Chief Commercial Officer
 PO Box 476, Norwalk, CT 06586

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.

Sanford Energy Associates, LLC d/b/a Powervine Energy does not have an affiliate doing business, nor are there any applying to do business in Pennsylvania.

- b. PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

The Applicant does not have any predecessors.

4. OPERATIONS

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

Definitions

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

- The Applicant is presently doing business in Pennsylvania as a
- municipal electric corporation
 - electric cooperative
 - local gas distribution company
 - provider of electric generation, transmission or distribution services
 - broker/marketer engaged in the business of supplying electricity services
 - Other; Identify the nature of service being rendered.

OR

- The Applicant is not presently doing business in Pennsylvania.

b. APPLICANT'S PROPOSED OPERATIONS: The Applicant proposes to operate as a (may check multiple):

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
 - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

c. PROPOSED SERVICES: Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

Powervine Energy plans to serve all customer classes, with a primary focus on small commercial. If and when it receives its electric supplier license from the Pennsylvania PUC, it will initially focus on registering and serving customers in PECO, PPL territories.

Fixed Rate: Powervine Energy will offer fixed rate products ranging from 6-24 months, with fixed renewal from 6-24 months.

Variable Rate: Only offered for customers who do not opt for fixed rate renewals.

Green Products: All electric products will have a minimum 25% renewable energy credit (REC) component (above and beyond any applicable RPS requirement), with 100% certified green products also available.

Billing: Powervine Energy will seek consolidated billing services where available.

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

- | | |
|--|---|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike |
| <input checked="" type="checkbox"/> Duquesne Light | <input checked="" type="checkbox"/> PPL |

- Met-Ed
- PECO
- Penelec
- Penn Power

- UGI Utilities
- Wellsboro
- West Penn

Entire Commonwealth of PA

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Residential and Small Commercial as Mixed Meter **ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)**
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above (Except Mixed Meter)
- Other (Describe):

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

August 15, 2018.

5. COMPLIANCE

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

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

The applicant has not been nor is a defendant of a criminal or civil proceeding in the last five (5) years.

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

N/A

c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, in the Commonwealth of Pennsylvania or any state, 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. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

There have been no formal or escalated actions or complaints in the Commonwealth of Pennsylvania or any state made against the Applicant.

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

N/A

6. PROOF OF SERVICE

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(Example Certificate of Service is attached at Appendix C)

Please see Appendix C.

- a. **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

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

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

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

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

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

- b. **EDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Electric Distribution Companies the Applicant proposed to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14. Contact information for each EDC is as follows.

Pike County Light & Power Company:
Vice President – Energy Supply
Corning Natural Gas Holding Corporation
330 West William Street
Corning, NY 14830

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

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

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

PPL:
Office of General Counsel
Attn: Kimberly A. Klock
PPL
Two North Ninth Street (GENTW3)
Allentown, PA 18101-1179

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

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

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

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

7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2809(c)(1)(i), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

Please see Attachment 7a.

- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **ORIGINAL** of another initial security for Commission approval, to ensure financial responsibility, such as a parental guarantee, in the amount of \$250,000.
- For Marketers and Brokers** - Filing for a modification to the \$250,000 requirement and furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

CRITICAL BONDING NOTES:

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

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

Template versions of a continuous bond, fixed-term bond, continuous letter of credit, and parental guarantee are attached at Appendix E, F, G, & H, respectively. Applicant's security must follow language from these examples, and must include the unmodified language outlined in Appendix D. Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.

- b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:

Please see Attachment 7b [Confidential].

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

- 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.

Please see Attachment 7c.

- 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.

Alexander J. Hart CPA
Title: Principal
Address: 400 Columbus Ave., Suite 170E, Valhalla, NY 10595
Phone: (914) 617-7620
Email: ahart@hvrpartners.com

- f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix I 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.

Please see Appendix I [Confidential].

8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by electric utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

a. EXPERIENCE, PLAN, STRUCTURE: such information may include:

Please see Attachment 8a, 8e and 10a [Confidential]..

- Applicant's previous experience in the electricity industry.
- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

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

- Internal – Applicant will use its own internal resources/employees for marketing
- External EGS – Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate – Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party – Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- Other (Describe):

For residential sales Powervine Energy will utilize direct mail for the vast majority of their sales, along with social media advertising, and for small commercial we will utilize some telemarketing as well.

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.

N/A

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.

Sanford Energy Associates, LLC d/b/a Powervine Energy will ensure that all employees, associates and subcontractors conduct themselves in a fair, ethical and friendly manner while performing all duties relating to sales and marketing operations. We believe the combination of competitive pricing and friendly service will provide for the best experience possible for all parties involved.

Should any new or updated regulations be released by the Pennsylvania Public Utilities Commission, employees will be notified and given instructions on how to alter their daily operations accordingly.

- 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.

Please see Attachment 8e.

- f. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number ER18-1924-000.
- Not applicable

9. DISCLOSURE STATEMENTS:

Disclosure Statements: If proposing to serve Residential and/or Small Commercial (under 25 kW) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix J to this Application.

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

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

Please see Attachment 9.

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:

- proof of registration as a PJM Load Serving Entity (LSE), or
- proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

Please see Attachment 10a.

The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

(Select only one of the following)

- AGREED** - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED** - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED** - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

- b. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives,

and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

AGREED

c. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx. Scroll down to the Net Metering Standards Section.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(d).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

d. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. Section 2809(D). Transferee will be required to file the appropriate licensing application.

AGREED

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

ACKNOWLEDGED

f. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 54.34.

AGREED

g. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

AGREED

- h. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within twenty (20) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 54.34.

AGREED

- i. **CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.

AGREED

- j. **Electronic Data Interchange:** The Applicant acknowledges the Electronic Data Interchange (EDI) requirements and the relevant contacts for each EDC, as listed at Appendix M.

AGREED

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

PAYMENT ENCLOSED

11. AFFIDAVITS

Must be notarized before filing.

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.

Please see Appendix A.

- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

Please see Appendix B.

12. NEWSPAPER PUBLICATIONS

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

Please see Attachment 12.

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

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

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

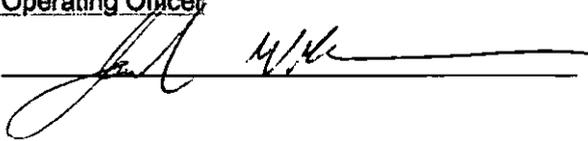
13. SIGNATURE

Applicant: Sanford Energy Associates, LLC d/b/a Powervine Energy

By: Joseph Waldman

Title: Chief Operating Officer

Signature: _____



RECEIVED

JUL 30 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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: Sanford Energy Associates, LLC d/b/a Powervine Energy

<input checked="" type="checkbox"/>	Signature	
<input checked="" type="checkbox"/>	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)	
<input checked="" type="checkbox"/>	Application Affidavit	
<input checked="" type="checkbox"/>	Operations Affidavit	
<input checked="" type="checkbox"/>	Proof of Publication	
<input checked="" type="checkbox"/>	Tax Certification Statement	
<input checked="" type="checkbox"/>	Commonwealth Department of State Verification	
<input checked="" type="checkbox"/>	Certificate of Service	

Applicant's Use

PUC Secretary's Bureau Use

Appendix A
APPLICATION AFFIDAVIT

RECEIVED

[Commonwealth/State] of New York :

JUL 30 2018

County of New York :

ss.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

He is the Chief Operating Officer of Sanford Energy Associates, LLC d/b/a Powervine Energy

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

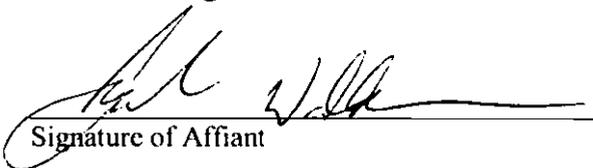
That the Applicant herein Sanford Energy Associates, LLC d/b/a Powervine Energy has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. § 2208 (c)(1).

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

That the Applicant herein Sanford Energy Associates, LLC d/b/a Powervine Energy acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein Sanford Energy Associates, LLC d/b/a Powervine Energy acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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


Signature of Affiant

Sworn and subscribed before me this 12th day of June, 2018.


Signature of official administering oath

My commission expires 1/3/21.

ERIN D HORLEMAN
Notary Public - State of New York
No. 01HO6352674
Qualified in New York County
My Comm. Expires Jan. 3, 2021

Appendix B
OPERATIONS AFFIDAVIT

RECEIVED

[Commonwealth/State] of New York :

JUL 30 2018

ss. PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

County of New York :

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

[He is the Chief Operating Officer of Sanford Energy Associates, LLC d/b/a Powervine Energy
[That he is authorized to and does make this affidavit for said Applicant;]

That Sanford Energy Associates, LLC d/b/a Powervine Energy, the Applicant herein, acknowledges that Sanford Energy Associates, LLC d/b/a Powervine Energy may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Sanford Energy Associates, LLC d/b/a Powervine Energy, 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 Sanford Energy Associates, LLC d/b/a Powervine Energy, the Applicant herein, certifies to the Commission that it is subject to, will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 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.

That Sanford Energy Associates, LLC d/b/a Powervine Energy, 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.

[Handwritten Signature]
Signature of Affiant

Sworn and subscribed before me this 12th day of June, 2018.

[Handwritten Signature]
Signature of official administering oath

My commission expires 1/3/21.

ERIN D HORLEMAN
Notary Public - State of New York
No. 01HO6352674
Qualified In New York County
My Comm. Expires Jan. 3, 2021

Attachment 2a(i) - PA Department of State (Fictitious Name Filing)

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JUL 30 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Entity# : 6678425
Date Filed : 03/06/2018
Robert Torres
Acting Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to: CSC ORDER # 082105-20 KCK	Registration of Fictitious Name DSCB:54-311 (rev. 2/2017)
Name _____	 TCO180306JF0651
Address _____	
City _____ State _____ Zip Code _____	
<input checked="" type="checkbox"/> Return document by email to: <u>CSCPA@CSCGLOBAL.COM</u>	

Read all instructions prior to completing. This form may b

Fee: \$70 I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

1. The fictitious name is: <u>Powervine Energy</u>																				
2. A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: <u>Third party energy supply (natural gas and electricity) to residential and small commercial businesses.</u>																				
3. The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable): <u>4 Blue Mountain Court, Norwalk, CT 06851 Fairfield County</u>																				
4. The name and address, including number and street, if any, of each individual interested in the business is:																				
<table border="1"><thead><tr><th>Name</th><th>Number and Street</th><th>City</th><th>State</th><th>Zip</th></tr></thead><tbody><tr><td>William Kinneary</td><td>4 Blue Mountain Court</td><td>Norwalk</td><td>CT</td><td>06851</td></tr><tr><td>Joseph Waldman</td><td>92 North Main St.</td><td>Marlboro</td><td>NJ</td><td>07746</td></tr><tr><td>Stacy Havlicek</td><td>234 Harmon Cove Tower</td><td>Secaucus</td><td>NJ</td><td>07094</td></tr></tbody></table>	Name	Number and Street	City	State	Zip	William Kinneary	4 Blue Mountain Court	Norwalk	CT	06851	Joseph Waldman	92 North Main St.	Marlboro	NJ	07746	Stacy Havlicek	234 Harmon Cove Tower	Secaucus	NJ	07094
Name	Number and Street	City	State	Zip																
William Kinneary	4 Blue Mountain Court	Norwalk	CT	06851																
Joseph Waldman	92 North Main St.	Marlboro	NJ	07746																
Stacy Havlicek	234 Harmon Cove Tower	Secaucus	NJ	07094																

2018 MAR -6 AM 9:49

DEPT. OF STATE

5. Each entity, other than an individual, interested in such business is (are):

Sanford Energy Associates, LLC	Limited Liability Company	DE
Name	Form of Organization	Organizing Jurisdiction
4 Blue Mountain Court, Norwalk, CT 06851		
Principal Office Address		
Corporation Service Company		Dauphin
PA Registered Office, if any		
Name	Form of Organization	Organizing Jurisdiction
Principal Office Address		
PA Registered Office, if any		

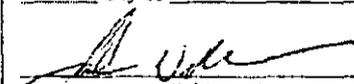
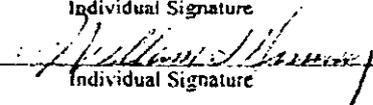
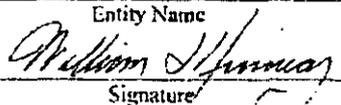
6. The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.

7. (Optional): The name(s) of the agent(s), if any, any one of whom is authorized to execute amendments to, withdrawals from or cancellation of this registration in behalf of all then existing parties to the registration, is (are):

William Kinneary

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed this

24th day of February 2018

 Individual Signature	 Individual Signature
 Individual Signature	 Individual Signature
Sanford Energy Associates, LLC Entity Name	 Entity Name
 Signature Chief Executive Officer	 Signature
 Title	 Title

Attachment 2a(ii) - PA Department of State Filing

RECEIVED

JUL 30 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

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

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

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

(b) c/o: Corporation Service Company Dauphin
Name of Commercial Registered Office Provider County

6. Check one of the following:

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

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

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

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

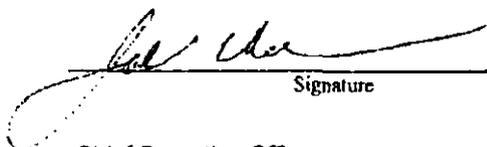
The association is a limited liability company which is not organized to render any of the below professional service(s).

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

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

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 14th day of February, 2018.

Sanford Energy Associates, LLC
Name of Association


Signature

Chief Operating Officer
Title

Attachment 2b - Certificate of Formation

RECEIVED

JUL 30 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:30 AM 05/18/2017
FILED 10:30 AM 05/18/2017
SR 20173687437 - File Number 6415686

STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION

Sanford Energy Associates, LLC

FIRST. The name of the limited liability company is Sanford Energy Associates, LLC

SECOND. The address of its registered office in the State of Delaware is 300 Delaware Avenue, Suite 210-A, Wilmington, DE 19801, County of New Castle. The name of its Registered agent at such address is United States Corporation Agents, Inc.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation on the date below.

Date: May 16, 2017

/s/ Cheyenne Moseley
LegalZoom.com, Inc., Organizer
By: Cheyenne Moseley, Assistant Secretary

Limited Liability Company Agreement

Sanford Energy Associates, LLC, a Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT of Sanford Energy Associates, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Company has been formed as a limited liability company under Chapter 18 of Title 6, et seq., of the Delaware Code (the "Delaware Limited Liability Company Act"), by the filing of the certificate of formation with the office of the Secretary of State of Delaware. The Company may carry on any lawful business, purpose or activity permitted under the Delaware Limited Liability Company Act.

B. The location of the principal place of business of the Company will be determined by the Members. In addition, the Company may maintain such other offices as the Members may deem advisable at any other place or places within or without the United States.

C. The registered agent for the Company is set forth in the Company's certificate of formation, provided that the Members may from time to time designate another registered agent by appropriate filings with the Secretary of State.

D. The term of the Company commenced on the date of filing of the certificate of formation and will be perpetual, unless an earlier term is specified in Section 8.1 or the Company is dissolved and terminated in accordance with the provisions of this Agreement.

E. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Delaware Limited Liability Company Act.

“Agreement” means this Limited Liability Company Agreement of the Company, as may be amended from time to time.

“Capital Account” means, with respect to any Member, an account consisting of such Member’s Capital Contribution, (1) increased by such Member’s allocated share of income and gain, (2) decreased by such Member’s share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.

“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Delaware Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as "MU" in the equation below) divided by

(2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

2.1 Initial Capital Contributions. The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

2.2 Subsequent Capital Contributions. Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

2.3 Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

2.4 **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

2.5 **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

2.6 **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Delaware Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

3.1 **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

3.2 Distributions. The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Delaware Limited Liability Company Act.

3.3 Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or

B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Delaware Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Delaware Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- (iv) The amendment of this Agreement.

4.2 **Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

5.1 **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

5.2 Records. The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the certificate of formation of the Company, as may be amended from time to time ("Certificate of Formation"); and
- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

5.3 Income Tax Returns. Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

5.4 Subchapter S Election. The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5.5 Tax Matters Member. Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

5.6 **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

6.1 **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Certificate of Formation, this Agreement, or the Delaware Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Delaware Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

6.2 **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent at least ten (10) days but no more than sixty (60) days before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Delaware Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Delaware Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action. A consent transmitted by electronic transmission will be deemed to be written and signed for purposes of this Article 6.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;
- (ii) Entry of a decree of judicial dissolution under Delaware Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;

- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

8.2 No Automatic Dissolution Upon Certain Events. Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

9.1 Indemnification. The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Delaware law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

9.2 Mandatory. The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Delaware law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

9.3 Expenses Paid by the Company Prior to Final Disposition. Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the

Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

10.1 Notice. (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

10.2 Entire Agreement; Amendment. This Agreement along with the Certificate of Formation (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Delaware Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Delaware Limited Liability Company Act.

10.3 Governing Law; Severability. This Agreement will be construed and enforced in accordance with the laws of the state of Delaware. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any

provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

10.4 Further Action. Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

10.5 No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

10.6 Incorporation by Reference. The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

10.7 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

[Remainder Intentionally Left Blank.]

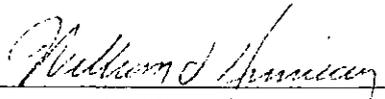
EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members	Capital Contribution	Percentage Interest
William J. Kinneary Address: 4 Blue Mountain Court Norwalk, Connecticut 06851		100%

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Limited Liability Company Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: June 9, 2017


Signature of William J. Kinneary

Attachment 7a - Bond

Attachment 8.a – Experience, Plan & Structure

Powervine Energy's leadership brings with it decades of experience in the competitive electric and natural gas industry.

Provided below are condensed biographies of Powervine Energy's senior leadership. With over 40 years combined experience in third party energy supply, they have served over 670,000 residential and small commercial customers, and served customers in every deregulated state and utility in the United States for both natural gas and electricity as well as in Ontario Canada.

Bill Kinneary, Chief Executive Officer

Bill has held positions of CEO, president and senior vice president of four retail energy companies over the last nineteen years preceded by twenty-five years at a major natural gas utility where he held positions as general manager of rates and regulation, customer service and gas supply, as well as top management positions in computer programming, fleet services and emergency gas leak response. He has significant personal experience in building and operating successful retail energy companies and has a high level of technical expertise in all retail energy company business processes. He is well known in the industry due to his multiple chairmanships of the National Energy Marketers Association executive committee and his current position as a board member in that organization. He holds a BS in Civil Engineering from Polytechnic Institute of Brooklyn (currently NYU Engineering).

Stacy Havlicek, Chief Commercial Officer

Stacy has held positions as Senior Vice President in a major retail energy company for the last five years. In her prior fifteen years, she held positions in three wholesale energy companies. She is a seasoned expert in retail and wholesale energy portfolio management including trading, procurement, risk management, forecasting, scheduling, and complex deal structuring. This expertise is based on her in-depth experience in the power, natural gas, renewable energy certificate, and carbon sectors, and her interactions with major suppliers, Independent System Operators, regulators and utilities. She is well respected in the industry and has been an active member of the National Energy Marketers Association for the past five years. She is a Certified Energy Risk Professional, as distinguished by the prestigious Global Association of Risk Professionals, and holds a cum laude Bachelor's degree in Chemistry from the University of Pennsylvania, an MBA in Finance from Emory University, and Executive Leadership training from Harvard Business School.

Joseph Waldman, Chief Operating Officer

Joseph has held positions as CEO and COO in five retail energy companies over the last seventeen years. He is a true expert in retail energy company operations with significant personal experience in customer information systems operations and management, regulatory compliance, customer fulfillment operations, delinquent account collections, and all other business processes related to interactions with customers, regulators and

utilities. He is well respected and has been an active member of the National Energy Marketers Association throughout his years in the industry. He holds a BS in Business, Management, and Finance from the City University of New York.

In addition, South Bay Energy Corp. has contracted with GP Energy Management, LLC ("GPEM") of New York, a consultancy with over 30 years of energy industry experience, to manage all wholesale business processes. GPEM is tasked with creating retail supply forecasts, scheduling energy into PJM, as well as managing all settlement data and hedging activities. GPEM currently manages over 500,000 retail meters nationwide for over 30 different power marketers.

Other state licenses:

Powervine Energy was incorporated as a Delaware limited liability corporation in May 2017. The primary purpose of the company is to provide retail electricity and natural gas supply services to residential and small commercial customers. As a start-up, it is not yet licensed in any state. However, it currently has or will have applications pending in the following jurisdictions:

1. Pennsylvania Public Utilities Commission (PAPUC) (Retail Natural Gas Supplier);
2. Public Utilities Commission of Ohio (PUCO) (Retail Electric Supplier);
3. Public Utilities Commission of Ohio (PUCO) (Retail Natural Gas Supplier);
4. New Jersey Board of Public Utilities (NJBPU) (Retail Electric Supplier);
5. New Jersey Board of Public Utilities (NJBPU) (Retail Natural Gas Supplier);

Proposed Services as an Electric Supplier & Marketer in the Commonwealth

Powervine Energy plans to serve all customer classes, with a primary focus on small commercial. If and when it receives its electric supplier license from the Pennsylvania PUC, it will initially focus on registering and serving customers in PECO, PPL territories.

Fixed Rate: Powervine Energy will offer fixed rate products ranging from 6-24 months, with fixed renewal from 6-24 months.

Variable Rate: Only offered for customers who do not opt for fixed rate renewals.

Green Products: All electric products will have a minimum 25% renewable energy credit (REC) component (above and beyond any applicable RPS requirement), with 100% certified green products also available.

Billing: Powervine Energy will seek consolidated billing services where available.

Marketing Plans for the Commonwealth

Powervine Energy plans on contacting the vast majority of its prospective residential customers via direct mail campaigns. At a later stage, it may consider residential

telemarketing and/or limited door-to-door, subject to all applicable state and federal regulations. In addition, it expects to utilize both digital marketing and outbound telemarketing to small commercial enterprises.

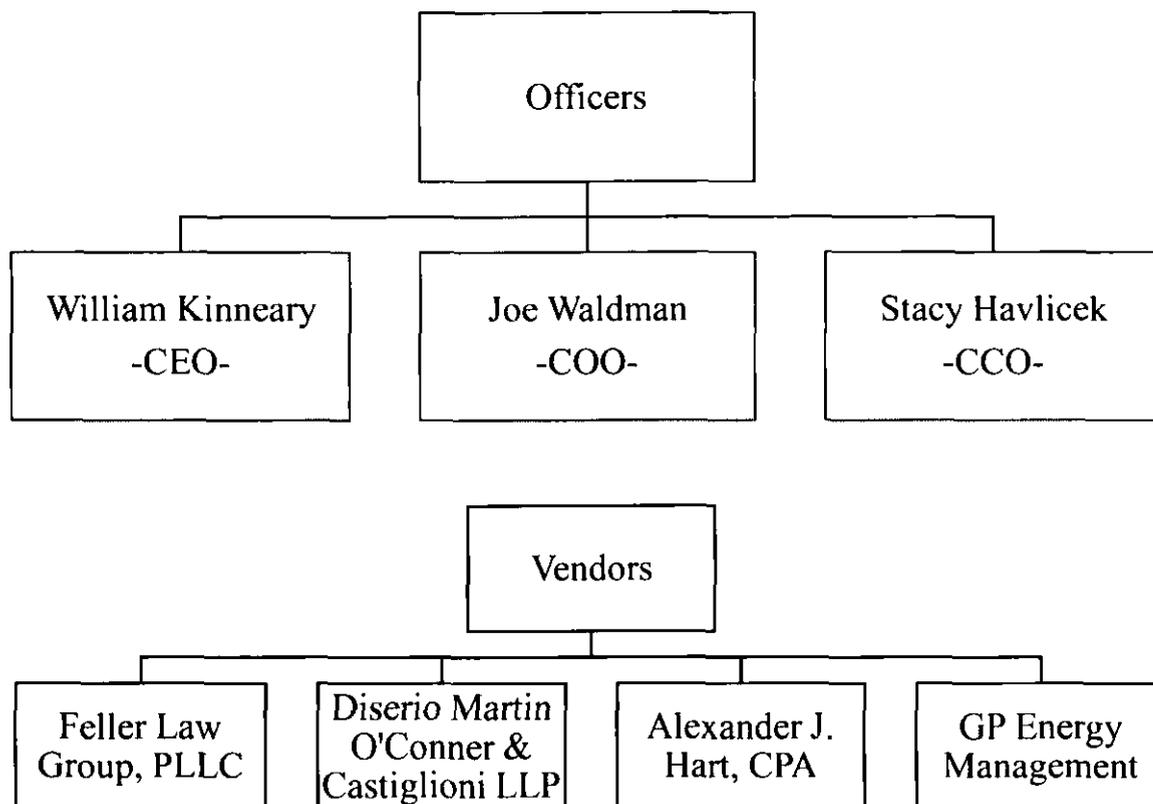
Powervine Energy will comply with all applicable regulations, including those codified in the applicable **52 Pa. Code § 54**.

Billing & Customer Complaint Protocol

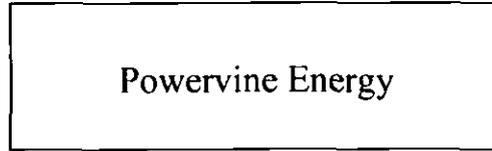
While utilities will bill customers on Powervine Energy's behalf, it will be able to provide any customer a billing statement upon request which would be created through our customer management system. All customer inquiries will be answered via a third-party call center which will have access to Powervine Energy's customer management system.

The Program will be implemented under the supervision of Powervine Energy's Chief Operating Officer (COO), Stacy Havlicek and its outside regulatory counsel, Feller Law Group, PLLC.

Organizational Chart



Corporate Chart



Sanford Energy Associates, LLC d/b/a Powervine Energy has no affiliates or subsidiaries. Its corporate structure is as depicted above.

Attachment 8.e – Resumes

Bill Kinneary

Bill@PowervineEnergy.com

(732) 598-4756

Highly experienced energy company leader with a strong track record of designing, building and operating successful retail energy marketing companies and utility operating divisions.

Professional Experience & Highlights of Achievements

Powervine Energy, Norwalk, CT

Present

Chief Executive Officer

Primary responsibility for starting up a new retail energy supplier with two highly experienced partners. Powervine Energy will sell electricity and natural gas to residential and small commercial consumers in eleven states.

North American Power, Norwalk, CT

2011-2017

President

Recruited by the owners of North American Power to provide experienced executive leadership in a relatively new retail energy company, to insure the company's early success in the electricity market was maintained and to facilitate entry into the natural gas market. The company, serving 250,000 electricity and natural gas customers in a thirteen-state area, was successfully sold to Calpine Energy in early 2017

Independent Energy Consultant, Atlanta, GA

2010-2011

Provided a wide range of consulting services to a number of retail energy marketing companies including North American Power, Plymouth Rock Energy, BlueCo Energy and various start-ups.

Infinite Energy, Gainesville, FL

2005-2010

Vice President / Marketing

Originally recruited to assume leadership of a major new Infinite Energy acquisition as CEO. When the acquisition failed, recruited to remain with the company as VP of Marketing.

Independent Energy Consultant, Marlboro, NJ

2004-2005

Provided a wide range of consulting services to a number of retail energy companies including Infinite Energy and IDT Energy. Initiated Infinite Energy's services in the northeast and IDT Energy's start-up.

Total Gas & Electric, Matawan, NJ

2001-2004

President/CEO

Recruited to turn around faltering operation. Analyzed all aspects of company. Planned and executed one-year rebuilding plan encompassing relocation, substantial staff reductions, business-function outsourcing, automation upgrades, development of new sales channels and

re-branding. Ultimately served 80,000 residential and commercial electricity and natural gas customers in a five-state area. Negotiated the successful sale of the company to MX Energy in 2004.

KeySpan Energy/Brooklyn Union Gas

1973-2001

President/CEO of KeySpan Energy Supply (2000-2001)

Challenged to create profitability in new sector after company's first purchase of an electric generating plant. Initiated highly profitable sales of electricity/generation capacity/ancillary services directly to the New York ISO.

Joseph Waldman

Career Summary

Accomplished C-level executive with over 25 years of operational excellence; including 17 years of success and management in the retail energy industry. Continuously demonstrate the ability to improve policies and procedures generating and saving income for numerous companies delivering greater corporate profitability. As a result of a keen ability to turn faltering departments and procedures into cohesive parts of the greater corporation, there is improved stability, morale, performance and profitability. Set a stable platform to allow expansion of the business' footprint into additional territories.

Highlights

- Vast experience with natural gas and electric utility operations and business rules allowing corporate operations to take full advantage of efficiencies ensuring improved corporate profits.
- Exceptional understanding of regulatory issues and procedures, resulting in improved regulatory influence that improves the overall industry and corporate profitability.
- Deep understanding and experience with numerous operational systems and data management effectuating improved operational procedures, increased profitability and corporate advantages over competitors.

Core Competencies

Operational Management • Billing • Enrollments • Fulfillment • Business Development / Sales
• Payment Methodologies • Data Mining • Collection Management • Telecommunications Systems
• Internal and Third Party Sales Verifications • IVR and ACD Upgrades and Installations • Process Improvement • Improved Customer Operational Flow • Thorough Understanding of Over 50 Utility Territories and Over 15 State Agencies • Advantageous Management of Call Center Staffing

Experience

Employer: North American Power & Gas, Norwalk, CT

Position: Vice President of Operations

1/15 – 5/17

All Operations functions reported to myself, while I reported directly to the President of North American Power. The following departments comprised the Operations Department: Billing, Enrollments, Accounts Receivable, Pricing, Fulfillment, Collections, New Market Entry, Compliance and Quality Control.

- Decreased bad debt from 6% to 1% in utilities where payment is not guaranteed.
- Onboarded a national collection agency for stale bad debt and larger commercial accounts.
- Automated promotion fulfillment for an annual savings of \$189k.
- Recovered over \$500k from 2,400 bad debt accounts in 6 months.
- Recovered \$256k from a utility that I was able to determine was withholding payments in error.
- Implemented rejection letters allowing for a 24% correction and enrollment increase.
- Re-vamp entire enrollment reporting allowing for 100% visibility into all enrollment rejections.
- Set up policies and procedures for staff to follow up on all enrollment rejections.
- Create proper billing (810) reporting to determine all customers are being charged properly.
- Created a new A/R position to track all 820s, credit card, check and collections payments.
- Decreased compliance refunds due to incorrect pricing by 90%.
- Decreased regulatory compliance refunds (as ordered by a state commission) by 100%.
- Brought billing complaints down from .20% to .06% of active customers.

• Decreased staff including Director of Collections, Operations Manager, 3 temps, outside consultants, and a Business Analyst saving well over \$650k per year.

Employer: City Power & Gas, Clearwater, FL
Position: Chief Executive Officer 6/14 – 11/14

Employer: Sperian Energy, San Diego, CA
Position: Chief Operating Officer 11/12 – 6/14

- Replaced smaller less effective outsourced sales firms with larger more established telemarketing and door to door firms.
- Entered into three states and five electric utilities doubling our footprint.
- Decreased Customer Service department by 50%.
- After taking control of sales scripts and compliance, decreased complaints by 87%.
- Set new policies and procedures for compliance ending investigations by 3 state agencies.
- Proposed 3 acquisitions of competitors reviewed by the Board of Directors.
- Streamline of all consumer correspondence including welcome letters, renewal notices, rejection letters, collection letters, etc.
- Established protocols for reconciliation of active customers with the utilities.
- Effectuated entry into two three states NY, MD, NJ.
- Brought in house IT development building out automated DNC list scrubbing, vendor and internal sales commissions, as well as ongoing development of an automated enrollment portal to be expanded to full CIS/CRM and Billing systems.
- Build out of dashboards for Operations, Compliance, and Business Development.
- Telecommute from NJ to San Diego and Las Vegas for half of each month.

Employer: Viridian Energy, Norwalk, CT
Position: Chief Operating Officer 4/11 – 1/12

- Establish entry into eight Natural Gas markets in three states.
- Train Customer Service, Billing, Collections, and all other operational areas on Natural Gas.
- Procure Supply Department with Director of Pricing and Manager of Natural Gas.
- Full review of CRM, EDI, Telecomm, and MLM systems enacting numerous upgrades and changes.
- Prepare systems and staff for entry into non-purchase of receivable markets.
- Institute changes to Multi-Level Marketing commission structure.
- Improved response time by Customer Service from 45% of calls answered within two minutes to 86%.
- Work with multiple utilities for market entry, EDI testing, collateral requirements, etc.
- Set and held meetings with IL ICC, NJ BPU, and other state public commissions.
- Improve TPV response rate from 36% to 87%.
- Institute identity verification to protect against online enrollments without customer authorization.
- Restructure Collections department to enable payments over the phone, timeliness of calls, and letters as well as bring on an outsourced collection agency for older debt.

Employer: Energy Plus Holdings LLC, Philadelphia, PA
Position: Vice President of Operations and New Market Development 4/10 – 5/10

- Supply and Regulatory research

Employer: Gateway Energy Services Corporation, Montebello, NY
Position: Vice President of Operations 4/06 – 4/10

- Fully responsible for numerous operational departments including Billing, Accounts Receivable, Enrollments, Cancellations, Credit, Collections, Customer Service, and Telecommunications effecting revenue for over \$260 million while managing a budget of over 4.5 million dollars.
- Direct, implement, and supervise corporate expansion initiative producing a re-entry into 5 Texas, 4 New Jersey (gas), and 1 Ohio market as well as new entry into 5 Pennsylvania, 4 New Jersey (electric), 1 Kentucky, market resulting in growth of 30 thousand residential customer equivalents.
- Instituted complete modification of policies, procedures, and staff training for Customer Service and Collection departments decreasing aged receivables by \$13 million.
- Decreased bad debt from 6.7 to 1.6 percent and write offs by \$9 million per year.
- Through new policies and efficiencies decreased Customer Service staff from 11 to 8, Collections staff from 24 to 8, and Accounts Receivable staff from 4 to 3.
- Utilized Telecommunications and IT staff to develop and implement an internal voice verification system decreasing use of a third party verification company by 50% and saving over \$100 thousand in the first nine months.
- Changing required consumer documentation delivery from a print house to electronically with projected savings of over \$150,000 in the first year which also will allow for faster enrollments.
- Created inclement weather system, policy, and procedure whereby call center personnel are capable of working from home with supervisors having full control when previously the firm would be closed. Implemented same systems to have work from home personnel saving overhead costs.
- Establish mandatory cross training to enable better coverage for Customer Service to make successful sales and collections, and Collections department to answer all Customer Service inquiries as well as produce sales.
- Implement and manage a new Telecommunications department bringing operations in house saving \$200,000 per year.
- Primary implementation and operations of all utility payment methodologies, data analysis, data mining and billing procedures.
- Managerial oversight of all collections activities including collection agencies and outsourcing concerning \$50 million of revenue.
- Design, implement and supervise corporate telecommunications systems including IVRs and ACD.
- Aggressively implemented numerous operational improvements in multiple departments resulting in increased revenue generation of over \$25 million, improved internal procedures, better utility and regulatory relations, and retention of key staffing personnel.

Employer: Total Gas & Electric, MX Energy, Edison, NJ

Position: Operations Manager

9/01 – 01/06

- Managed daily billing and monthly operations in twenty-nine utilities concerning revenue over \$200 million.
- Created and restructured collections departments for TG&E and MX Energy in over twenty-nine utilities and fifteen states including, hiring collectors, outsourcing older debt, setting goals, policies and procedures, resulting in generating millions of dollars of revenue.
- Managed and trained Collections, Customer Service, and IT Departments on policies procedures and regulatory regulations.
- Provided monthly reports to CFO on Collections, Customer Service and IT Department activities.
- Improved numerous regulatory inefficiencies resulting in better data quality control and improved cash flow from the utilities.
- Provide month end closing commodity volume and billing data to CEO and Comptroller.
- Manage and maintain customer database information on all consumption, payment, and billing histories for over 100,000 customers.
- Instructed both internal and external programmers on modifications, enhancements, and quality control.

- Coordinated with Customer Service, IT, Collections, and Enrollment Departments to ensure quick and proper responses regarding all system upgrades, customer requests, regulatory mandates, and management inquiries.
- Maintained and cultivated quality working relationships with numerous state agencies.
- Work in conjunction with Regulatory Department to ensure tariffs, regulations and commission orders were properly implemented.
- Attend meetings with the utilities and regulatory bodies in order to inform company personnel as to changes that could affect our business models.

Employer: Profile Consultants, Freehold, NJ
Position: Private Investigator **10/00 – 9/01**

- Provided investigative services for large Insurance firms to assist in determining validity of insurance claims.
- Business, department of motor vehicles, professional licenses, and bankruptcy searches.
- Surveillance to determine amount of activity and severity of disability of claimant.

Employer: Waldman Trading, Morganville, NJ
Position: President, Equity Trading **10/98 – 10/00**

- Momentum trading in Listed and OTC stocks.
- Buying and writing options against long and short positions.
- Arbitrage on takeovers and speculation.

Employer: Tradition Government Securities, Inc., New York, NY
Position: Manager, Government Bond Clearing Department **8/96 – 9/98**

- Organized and established department for “blind” brokerage for both GSCC dial up and Chase BDAS computer systems.
- Trained and managed personnel on clearance concepts, operations and input on Chase and GSCC systems.
- Instrumental in ensuring my department had the best comparison record with GSCC of all repo brokers.
- Daily start-up and troubleshooting of all GSCC incompatible trades and operational problems.
- Cleared DTC and physical trades through Chase Bank.
- Interacted with brokers and dealers.

Employer: Yamaichi International (America), Inc., New York, NY
Positions: Associate, Analyst, Trader Global Arbitrage Department **8/91 - 2/96**

- Analyzed and graphed calendar spreads and rolls in all sectors of G-7 countries.
- Traded and tracked rolls throughout the day in U.S. sector.
- Responsible for financing arbitrage trader’s long and short positions in US government securities for both on and off-the-run issues.
- Traded both overnight and term general collateral, on the run, and cheapest to deliver issues.
- Financed Japanese Government Bond positions with Tokyo firms.
- Maintained margin requirements for firm’s positions with other brokerage houses.
- Hedged arbitrage positions.

Various Employers and Positions **3/84 – 7/91**

- Southern Mortgage Associates Incorporated, New York, NY – Mortgage Broker
- The Gap Incorporated, New York, NY – Assistant Manager

- Zeller Formals Incorporated, New York, NY – Systems Manager

Education

- Bachelor of Science, Brooklyn College Major: Business, Management, and Finance 1989

Associations

- National Energy Marketers Association 2006 – 2017
- Co-Chair Northeast Gas and Electric Policy 2006 – 2011
- Co-Chair National Retail Natural Gas Policy 2010 – 2011
- Co-Chair National Retail Electricity Policy 2013 – 2014
- Co-Chair Consumer Rights and Marketer Code of Conduct Policy 2013 – 2014

Community

- Elected member of the Marlboro Township Board of Education April 2001.
- Re-elected member of the Marlboro Township Board of Education April 2004, 2007 and 2011. Vice President 2005-2007.
- Chairperson Marlboro Township Safe Schools Task Force 2002 - 2013.
- Chairperson Marlboro Township Technology Committee 2002 - 2013.

References

- Steve Maslak; Fmr. CEO, Gateway Energy Services.
- Greg Taffet; CIO, US Gas & Electric.
- Nick Cioll; Fmr. CFO, Sperian Energy.
- Craig Goodman; President, National Energy Marketers Association.
- Bill Kinneary; CEO, Powervine Energy

Stacy Havlicek, MBA, ERP

NY, NY

201-362-5534

stacyhavlicek@gmail.com

<https://www.linkedin.com/in/stacyhavlicek/>

ENERGY PROCUREMENT EXECUTIVE

15+ years of experience saving > \$25 MM by directing up to > \$89 MM annual energy procurement spends, especially through hedge purchase strategies & competitive pricing/bidding processes. Saved \$23MM to date from current hedge purchase strategy. 5+ years of driving energy procurement teams of up to 10 to buy energy supply generating up to \$230M+ businesses.

Procurement Strategy • Pricing Strategy • Procurement Systems • Procurement Profitability • Energy Risk Management • Portfolio Management • Hedge Purchase Strategies • Procurement Team Management • Supply Team Turnaround • ETRM • Energy Risk Professional (ERP)

WORK EXPERIENCE

NORTH AMERICAN POWER AND GAS (A CALPINE COMPANY), Norwalk, CT 2011 – 2017

\$230MM gas & electricity supplier for residential customers in 12 states in Northeast U.S., Georgia & Texas.

Vice President, Commodity Supply 2016 – 2017

Vice President, Electricity and Environmental Assets 2011 – 2016

Driving ~\$89 MM procurement spend annually in energy, as grew to 240K (2016) customers from 50K (2011) to be U.S.'s fastest growing residential retail supplier (2013-2015). Oversee supply-related procurement, including front, middle, and back office functions, 4 ISOs, 40 EDCs, and 22 LDCs. Lead IT projects: implementations of ETRM & supply systems. Manage 10 direct reports, 3 Directors.

Energy Trading / Procurement

Directed annual spends (2016) of: \$75MM in Electricity (2 TWh), \$4MM in Natural Gas (1.6 Bcf), \$8.6MM in REC Volume (746K) & \$46K in Carbon Volume (65K)

- Saved > \$23MM over 5 years after devised & gained management approval to execute hedge purchase strategy
 - Improved firm name recognition and reputation with creation of competitive proprietary bidding process
 - Achieved average 10% lower prices w/in 90 days by competitively sourcing supply
- Delivered \$786K of new income via PJM Auction Revenue Rights (ARR) portfolio optimization
- Won 270 deals to surpass 17K RCEs in < 12 months, after leading on-time, within budget & scope, commercial & industrial pricing system build-out
 - System scaled to competitively price > 1 K deals customers, products, and markets
 - Re-determined Pricing Components
 - Automated customer pricing, hedging, and supply lifecycle management
- Saved \$1.2MM in annual procurement spend when lowered supply costs by 5% (2012) by reducing transaction fees / collateral requirements for Renewable portfolio
 - Improved price discovery & identified profitable market opportunities
- Achieved \$1MM savings in year one when spearheaded change of Credit Provider
 - Gained access to more competitive supply when enabled greater negotiations flexibility in supply access, products, terms, and operations

Operations, Team & IT Management

- Enabled on-time & within budget scaling of trading system to support doubling to 200K customers in 12 months, with no added FTE headcount, by leading Energy Trading and Risk Management (ETRM) technology implementation
 - Reduced errors & enabled easy scaling of customers, products, and regions with automation
 - Enabled constant view into business performance with embedded real-time data processing / calculation
- Reduced monthly cash burn by 50% (\$30K) when spearheaded turnaround of gas supply team
 - Turnaround stalled technology platform with project plan for completion within 2 months
 - Avoided hiring additional FTE's or consultants after increasing team efficiency and knowledge
- Built supply team to 10 with zero attrition over 5 years

NYSE BLUE, A DIVISION OF NYSE EURONEXT, Hoboken, NJ 2009-2011
Manager - Carbon Registries

Managed end-to-end carbon registry business including marketing, sales, client relations, registry operation, issue resolution, billing / software development; Voluntary Carbon Standard, Climate Action Reserve & Gold Standard.

- Generated \$1.12MM in revenue via product sales, marketing, and project management
- Secured multi-year contract with Walmart for software development and maintenance

ENVIRONMENTAL ASSET PORTFOLIO MANAGEMENT, White Plains, NY 2008
Consultant

Developed Supply/Demand Forecast Analysis Model for Compliance Renewable Energy Certificate markets in PJM, NEPOOL, and MISO. Contracted by top ranked Global Environmental Markets broker.

HESS CORPORATION, Woodridge, NJ 2006 - 2008

Senior Trader Renewable Energy Certificate/Carbon

Managed \$17MM Renewable Energy Certificate portfolio for Wholesale Electricity Group, including voluntary & compliance markets, across: ME, MA, CT, RI, PA, NJ, DE, DC, MD, and Green-e.

- Generated \$1.14MM in profit from trading, RPS transactions, and retail sales
- Ensure 100% compliance with Renewable Portfolio Standards when designed PEC business & developed product hedging strategy to minimize regulatory payments
- Achieved zero-error process for tracking REC position in each state and REC systems administration, including PJM- GATS, NEPOOL-GIS, and NJCEP SREC tracking system

CHATHAM FINANCIAL CORPORATION, Kennett Square, PA 2004 - 2006
Consultant, Real Estate Investment Trust Team

Advised clients in devising suitable interest rate and foreign exchange hedging strategies to reduce earnings fluctuations and reduce exposure to adverse interest rate movements.

- Obtained efficient pricing for client transactions via coordination & execution of competitive auctions with swap-dealer banking institutions

BANC OF AMERICA SECURITIES, New York, NY 2003

Associate MBA Intern, Fixed Income Sales and Trading

Led summer associate team to create tools for sales force to facilitate cross-selling of all fixed income products.

MORGAN STANLEY, New York, NY 2001

Associate - Electricity Trading

Managed \$3MM transmission trading book of positions in regions west of Rocky Mountains.

- Recognized \$960K of profit trading electricity and transmission throughout Eastern Interconnect

EDUCATION

EXECUTIVE EDUCATION, HARVARD BUSINESS SCHOOL Cambridge, MA

Executive Certificate Women's Leadership Forum

GOIZUETA BUSINESS SCHOOL, EMORY UNIVERSITY Atlanta, GA

Master of Business Administration in Finance

- Teaching Assistant, Graduate Derivatives

UNIVERSITY OF PENNSYLVANIA Philadelphia, PA

Bachelor of Arts in Chemistry, Cum Laude

AWARDS & AFFILIATIONS

- Certified Energy Risk Professional, Global Association of Risk Professionals
- Member, Committee of Chief Risk Officers National Energy Marketers Association
- P3M Project Management Certificate, Stevens Institute of Technology

GABRIEL PHILLIPS

gabe@gprenew.com
212-255-8050 office

Recent Experience

GP Energy Management Managing Director

**New York NY
Jan 2010-Present**

- Managed the daily forecasting, bidding, and scheduling for over 20 ARES with over 500 MW load portfolios in NYISO, ISO-NE, and PJM.
- Created and executed financial hedging strategies for ARES customers with a variety of counterparties
- Procured RECs to satisfy ARES customer RPS needs

Sempra Energy Trading

Stamford CT

Term Power Trader/Assistant Trader

Sep 2007– May 2010

- Traded a portfolio of short and long term financial and physical power and natural gas positions spanning four ISOs - NYISO, ISO-NE, PJM, and Ontario IMO.
- Priced deals to service customer flow business with an average duration of less than 2 years.
- Managed basis risk to 75 different locations using over-the-counter basis markets and Financial Transmission rights (FTR) markets to hedge exposure.
- Utilized the virtual market to diversify risk between the day ahead and real time as well as take incremental risk.
- Managed financial tolling deals for two NY power plants totaling 600 MW modeled as options
- Utilized the virtual market to diversify risk between the day ahead and real time as well as take incremental risk.
- Built various stack and transmission models for day ahead and term trading

Real Time Power Trader

Sep 2006-Sep 2007

- Traded day-ahead and hour-ahead financial and physical power in the WECC region
- Built and capitalized on customer relationships in taking advantage of arbitrage and spread opportunities.
- Took day-ahead transmission positions to be utilized in real time.
- Gained proficiency in creating NERC required tags to represent the flow of energy in real time.

Day-Ahead Power Scheduler

July 2006-Sep 2006

- Coordinated the flow of long term and day-ahead physical power transactions for the West Coast Power
Provided the desk with market intelligence
- Learned to make NERC required tags to represent the flow of energy from generator to sink anywhere in the WECC region.

Collateral Analyst

Dec 2005-Jul 2006

- Processed and executed all collateral requests made by and on Sempra Energy Trading Corp, Sempra Energy Europe Ltd and Sempra Oil Trading Sarl, covering all counter parties worldwide.
- Managed basic liquidity needs by coordinating with CCO and Treasury department in the deployment of cash collateral and letters of credit.
- Reconciled the value of all types of transactions in all of SET's portfolios against the counter parties for the purpose of increasing the coverage of our credit exposure during a margin call dispute resolution. This process must be accomplished in a timely fashion without divulging sensitive information.

Business Analyst

Sep 2005-Dec 2005

- Translated elements of the trading business from settlements and trade entry to P&L calculation

Education

Johns Hopkins University, School of Engineering
Bachelor of Science, Engineering Mechanics

**Baltimore, MD
2005**

JONATHAN SPIVAK

jon@gprenew.com
212-255-8050 office

Recent Experience

GP Energy Management
Senior Director, Risk Management & Operations

New York NY
Apr 2011-Present

- Structure and negotiate unique power hedging transactions for clientele.
- Daily load forecasting, bidding and scheduling for over 20 competitive retail electric suppliers in PJM, ISO-NE, and NYISO with over 3,000 MWh of average hourly load and spanning over ten states, with a combined customer book of ~1,000,000 residential and commercial customers.
- Forecast and maintain physical and financial power hedges in the forward market.
- Create daily, weekly, and monthly settlements reports in order to analyze costs to minimize risks.

RBS Sempra Commodities

New York NY

Financial Risk Analyst

Nov 2009-Apr 2011

- Maintained firm-wide official profit and loss, generating integral and time-sensitive company reports pivotal to all of risk management
- Prepare and maintain excel based reports using various data sources such as pricing, P&L, positions, VaR, stress etc. under rapidly changing requirements
- Verified and corrected in-house trades within various trading platforms, implemented process to verify and track explanations on trades generating substantial revenue, submitted external price reporting of physical basis and fixed natural gas trading activities on regular schedules
- Provide daily profit and loss explanations for physical and financial natural gas revenue

Margin/Credit Analyst

Aug 2008–Nov 2009

- Responsible for all margin activities including daily calls to over fifty counterparties, confirm settlements, and manage letter of credit activities.
- Primary contact for dispute resolution including exposure, interest rate and contract discrepancies
- Identify forward pricing issues via Excel pivot table analyses
- Generate ideas to improve the efficiency and accuracy of the Credit Management System
- Communicate daily cash flow and letter of credit movements through intraday reports.

Education

Bucknell University
Bachelor of Arts, Major in Economics & Minor in Political Science

Lewisburg PA
2005

Dean's List

ALEXANDRE BALDASSANO

alex@gprenew.com

212-255-8050 office

EXPERIENCE

GP Energy Management
Senior Director, Regulatory & Renewable Energy Services

New York NY
Nov 2010-Present

- Analyze federal and regional renewable energy and environmental policy
- Create and market compliance and voluntary environmental credit products
- Expand renewable generation project pipeline
- Analyze state Renewable Portfolio Standard market fundamentals
- Develop spot and futures environmental credit trading strategies for managed accounts and proprietary portfolios

Natsource Asset Management LLC

New York NY

Contract Manager

Oct 2009-Oct 2010

- Manage all worldwide institutional relationships for \$500mm carbon commodity fund
- Compose monthly and quarterly investor reports for all hedge funds, managed accounts, and commodity funds
- Supervise ongoing contractual commitments between institutional investors, investment manager, and underlying investment

Operations, Sales, and Risk Associate

Apr 2008-Oct 2009

- Determined end of month beta exposures and asset allocation breakdowns for all portfolios
- Acted as a liaison between existing and potential investors, and the Director of Marketing and Sales
- Researched and grew marketing distribution channels for the Director of Marketing and Sales
- Analyzed and communicated daily carbon and FX beta exposure for largest fund directly to Senior Management
- Identified and rectified daily trade and cash reconciliations while acting as liaison between the trading desk and prime brokerage

Education

Fordham University Graduate School of Business
Master of Business Administration, Finance & Marketing concentration

New York NY
2013

Haverford College
Bachelor of Arts, Economics

Haverford PA
2003

Temple University
General Coursework

Rome, Italy
Aug 2001-Dec 2001

Attachment 9 - Disclosure Statements (Power Customer Contract)

RECEIVED

JUL 30 2018

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CONTRACT SUMMARY
Pennsylvania – Electricity Supply Agreement – Residential and Small Commercial Customers

Electric Generation Supplier Information	Sanford Energy Associates, LLC d/b/a Powervine Energy Temporary: PO Box 476, Norwalk, CT 06586 License No. [] www.PowervineEnergy.com Customer Service Toll Free Number: (888) 851-7085 Customer Service Email: CustomerService@PowervineEnergy.com Powervine Energy LLC is responsible for the generation charges shown on your bill.
Price Structure	[Fixed/Variable]
Generation/ Supply Price	\$ /kWh [during the Initial Term].
Statement Regarding Savings	The price may be higher or lower than the EDC's price to compare. Therefore, savings are not guaranteed.
Deposit Requirements	If we are ever required to bill you directly, we may require a deposit from you.
Incentives	None.
Contract Start Date	Deliveries of electricity will start on the first meter read date during or after mm/yyyy, as soon as the EDC processes your enrollment.
Contract Term/ Length	months
Cancellation/ Early Termination Fees	Yes. If you terminate the contract before the end of the Initial Term, you will be charged an early termination fee of \$[].
Renewal Terms	You will receive two advance written notices from us, first between 60-45 days prior to the expiration of your Initial Term and second at least 30 days prior to the expiration of your Initial Term. We will explain your options in these notices. If you take no action, we will continue to serve you on a month-to-month term at a variable price. There is no early termination fee if contract is terminated after the end of the Initial Term.
Electric Distribution Company Information	Your EDC is responsible for your distribution charges as well as any emergencies or power outages. insert EDC name insert EDC toll free number insert EDC website

ELECTRICITY SUPPLY AGREEMENT DISCLOSURE STATEMENT

1. **Overview.**

This is an agreement for retail electricity supply. Throughout this agreement, the words "you", "your" and "Customer" refer to you as the customer who has entered into this agreement. The words "we", "us", "our" and "Seller" refer to Powervine Energy LLC ("Powervine"), an electric generation supplier licensed by the Pennsylvania Public Utility Commission (the "**Commission**") under license no. [] to offer and supply electric generation services in Pennsylvania.

*We agree to sell, and you as the customer agree to buy your full requirements for residential electric generation services at the price and on the terms and conditions specified in the Contract Summary, this Disclosure Statement and your enrollment documentation (collectively, the "**Contract**"). We will supply and arrange for the supply of the electric generation but the EDC will continue to distribute and deliver the electricity to you.*

Generation prices and charges are set by the Seller. The Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

2. **Definitions.** Set forth below are the definitions of certain terms that used throughout this Contract.

"**Default Service**" means the generation services that are typically provided by the electric utility to those who do not choose another electric generation supplier, are unable to find an electric generation supplier willing to serve them, or no longer receive generation services from another electric generation supplier.

"**Distribution Charges**" are part of the basic service charges on every customer's bill for delivering electricity from the EDC to your home. The PUC regulates distribution prices and services. This charge will vary according to how much electricity you use.

"**Electric Distribution Company**" or "**EDC**" means the public utility that provides facilities for the transmission and distribution of electricity to retail customers. Electric distribution companies are regulated by the Commission.

"**Generation charges**" means the charges that represent the cost of producing the electricity and are specific to this Contract. Generation prices and charges are set by the electric generation supplier you have chosen. This charge will vary according to how much electricity you use.

"**ISO**" means the independent system operator.

"**Law**" means any constitution, law, statute, regulation, rule, protocol, tariff, procedure, exchange rule, decision, writ, order, decree, or judgment, or any interpretation thereof by any court, government agency, regulatory body, instrumentality or other jurisdictional authority.

"**Renewables**" means the mix of Renewable Energy Resources required by the applicable Law to meet renewable portfolio, renewable electricity and similar standards or requirements in the state of Pennsylvania.

"**Renewable Energy Resources**" means the resources used to generate electricity that are replaced naturally, or by mankind's contribution (municipal solid waste incineration and landfill methane). Renewable energy may include fuels and technologies such as solar photovoltaic energy, solar thermal energy, wind power, low head hydropower, geothermal energy, landfill and mine based methane gas, energy from waste and sustainable biomass energy.

"**Taxes**" means all tax, duties, fees, levies, premiums or any other charges of any kind relating to the sale, purchase or delivery of electricity, including sales, consumption, or commercial activity tax.

"**Transmission Charges**" are charges that represent the cost of transporting electricity from the source of supply to the EDC. This charge will vary with your source of supply. The Federal Energy Regulatory Commission regulates transmission prices and services.

3. **Rescission.**

You may cancel or rescind this Contract at any time before midnight of the 3rd business day after receiving a copy of this Contract. To do so, you may call us toll free [] from 8:00 AM to 5:00 PM Central Time or e-mail us at CustomerService@PowervineEnergy.com.

4. **Term.**

We will endeavor to start deliveries to you on the first meter read date during or immediately following the month and year indicated on your Contract Summary but the date of your actual start date is dependent upon the EDC completing all required enrollment processes. The EDC will notify you of the date on which your electric generation service from Seller will begin. Supplying you under this Contract is conditioned on the EDC accepting and completing the enrollment of your account with us and we will not incur any liability for any delayed start. The initial term of the Contract will run from the actual start date for the number of months indicated on the Contract Summary (the "**Initial Term**"), unless earlier terminated as provided herein.

You will receive two advance notifications from us prior to the expiration of the Initial Term, first between 60-45 days prior to the expiration of your Initial Term and second at least 30 days prior to the expiration of your Initial Term. We will explain your options in these notices. If you take no action, this Contract will continue on a month-to-month basis at a variable price as specified in Section

5 below, until terminated by either party after giving a 30 days' prior notice to the other party. There is no penalty or early termination fee if the Contract is terminated during the month-to-month period.

5. Pricing.

Your price for electric generation service is indicated in the "Generation/Supply Price" section of the Contract Summary, and will remain the same for the duration of the Initial Term. This price includes Generation Charges, Transmission Charges, energy line losses, capacity, ancillary services, Renewables charges and gross receipt taxes. The price excludes all other applicable state and local Taxes, the Distribution Charges as well as other EDC charges (which will be invoiced by the EDC). If you are tax exempt, we will recognize a lawful tax exemption on a prospective basis only, after the proper documentation has been submitted to us.

After the expiration of the Initial Term, the price per kWh will be variable as determined by Seller based on various factors, including competitors' prices, applicable industry charges, wholesale market conditions, electricity supply sources plus a margin and may change monthly. There is no limit on how much this variable price may change from one billing cycle to the next.

6. Renewal/Contract Changes.

If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes, as prescribed by the Commission. The first of these notices will occur between 60-45 days prior to the expiration of the Initial Term or the effective date of the proposed contract change, the second of these notices will occur at least 30 days prior to the expiration of the Initial Term or the effective date of the proposed contract change. These notifications will explain your options going forward. Notwithstanding the foregoing, we will not send you any notice for a change in terms that benefits you.

7. Billing and Payment.

For each billing cycle you will receive a single, consolidated bill from the EDC that will contain the charges for the electric generation service that we have provided during that billing cycle and the EDC charges for their services. All bills will also include amounts for applicable Taxes. You agree to remit payment for all amounts reflected on such invoice directly to the EDC in accordance with the EDC's payment terms.

Your electricity usage will be measured by the EDC. You agree to accept the measurements performed by the EDC for purposes of determining the amount of electricity provided by us under this Contract. If the EDC is unable to read your meter, the EDC will estimate your usage and your charges will be calculated accordingly. We reserve the right to include or cause to be included in any subsequent bill, adjustments related to previous billings, including estimates, billing or meter read errors, or other errors or omissions.

Supplying you under this Contract is conditioned on your continued eligibility for consolidated billing by the EDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the EDC before we can serve you. Should the EDC cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you agree to pay the amounts reflected on our invoice directly to us no later than 20 days from the date of billing. All payments to us are to be mailed to PO Box 476, Norwalk, CT 06586.

Unpaid balances on Customer's account(s) not received by the due date specified on the invoice will be subject to a late charge of the lesser of 1.50% per month or the maximum permitted by Law (the "Interest Rate"). We will charge a \$35 return check fee for all returned checks. We are not responsible for notifying you of any failed or returned payments.

If you dispute our charges on any bill, you must pay any undisputed portion of the bill by the applicable due date. If the unpaid, disputed portion of the bill is subsequently resolved in our favor, the Interest Rate will be applied to such unpaid amounts. You will be responsible for the costs of all collection activity, including reasonable attorneys' fees and disbursements incurred by us in enforcing the terms of this Contract. In addition, if you fail to remit payment in a timely fashion, you authorize us to report the delinquency to one or more credit-reporting agencies.

8. Credit.

If we bill you directly for the electricity supply, we reserve the right to determine if your credit standing is satisfactory for originating or continuing electric generation service under this Contract. Consistent with applicable Law, we use uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize Seller to perform a credit check on you. We may use the amount of any deposit provided by you under this Contract against the amount of any unpaid balance owed under this Contract.

9. Regulatory Change.

If there is a Regulatory Change and as a result of such change we incur additional costs and expenses in performing our obligations under this Contract, these additional costs and charges may be assessed in your monthly bills as a price increase or a pass-through charge. If you are paying a fixed price, we will send you two advance notices of such change as described in Section 6 above. If, after receipt of the notices, you affirmatively consent to the changes, this Contract will continue with the changed terms incorporated into it. If you take no action before the deadline set forth in the notices, we will terminate the Contract and your account will be switched to the default supply service provided by the EDC. You will not be charged a penalty or early termination fee in connection with such termination but you will be responsible for any unpaid charges owed for the electricity supplied by us up to the effective date of the termination of the Contract. As used in this Contract, "**Regulatory Change**" means the introduction of any new, or any change in, Law, rates, charges, capacity obligations, load profiles, network transmission obligations, demand response programs, resource or fuel adequacy programs, renewable portfolio standards or other Renewable Energy Resources requirements, market structure, congestion zone design, EDC's or independent system operator's tariff, rules and/or protocols.

10. **Early Termination**

We may terminate this Contract for any non-payment or any other breach of this Contract after providing 30 days' prior written notice to you. If you fail to cure within the 30-day notice period, we may terminate the Contract even if you subsequently cure the non-payment or breach after such period has expired. We reserve the right to terminate this Contract if (i) you fail to meet or maintain satisfactory credit standing as determined by us; (ii) you fail to receive electricity supply service from us during the Initial Term; or (iii) you provide any false, inaccurate or misleading information to us or the EDC. You will be charged an early termination fee of \$150 if the Contract is terminated before the end of the Initial Term and you will remain responsible for any unpaid charges owed for the electricity supplied by us up to the effective date of termination.

Upon any termination of this Contract, you will return to receiving default service from the EDC unless you have selected another electric generation supplier. The effective date of any termination will be the next applicable meter read date after expiration of the required notice period. The delivery of electricity to you cannot be terminated or interrupted by the EDC as a result of any dispute between Seller and you but may be terminated by the EDC for nonpayment of EDC charges in accordance with applicable Law.

11. **Limitation of Liability; Disclaimer of Warranties; Indemnity.**

EXCEPT WITH RESPECT TO REMEDIES OTHERWISE EXPRESSLY PROVIDED FOR IN THIS CONTRACT, LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE EXPRESSLY WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR ANY BUSINESS INTERRUPTION DAMAGES. CUSTOMER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO PARTICIPATE AS A PLAINTIFF IN A CLASS ACTION LAWSUIT AGAINST SELLER IN CONNECTION WITH ANY CLAIM, CAUSE OF ACTION, ACTION OR PROCEEDING RELATING TO THIS CONTRACT.

SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS CONTRACT, AND EXPRESSLY DISCLAIMS AND NEGATES ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND REPRESENTATIONS ABOUT GUARANTEED SAVINGS. WITH RESPECT TO ELECTRICITY SOLD BY SELLER, CUSTOMER INDEMNIFIES, DEFENDS, AND HOLDS HARMLESS SELLER FROM ANY CLAIMS ARISING FROM ANY ACT OR INCIDENT OCCURRING AT OR AFTER DELIVERY OF ELECTRICITY TO CUSTOMER.

12. **Governing Law/Jury Trial Waiver.**

This Contract and the rights and duties of the Parties under this Contract are governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles. To the maximum extent possible under the Law, article 2 of the Uniform Commercial Code will apply to the electricity sold under this Contract. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING RELATING TO THIS CONTRACT.

13. **Assignment.**

You may not assign this Contract or any of its rights or obligations hereunder without our prior written consent, which shall not be unreasonably withheld. We may assign this Contract and its rights and obligations hereunder in accordance with the rules and regulations of the Commission. This Contract will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Any assignment in violation of this Section shall be void.

14. **Force Majeure.**

We will not be liable for any interruptions, power outages, damages or any other failure to perform under this Contract caused by a Force Majeure event. As used in this Contract, "**Force Majeure**" means an event outside Seller's reasonable control and includes acts of God; acts of any governmental authority such as changes in Law, rules or regulations; accidents; strikes; labor disputes; required

maintenance work; inability to access the EDC's system; curtailment or service interruptions by the EDC or ISO; non-performance by the EDC, including a facility outage on its distribution lines.

We are not responsible for transmitting or distributing electric energy. In the event of a power outage, Customer should contact the relevant Utility.

15. **Confidentiality.**

You hereby authorize Seller to obtain from EDC your account-related information that includes account name, account number, billing address, service address, telephone number, meter readings, historical usage information (including historical interval meter data, if available) and peak electricity demand. You further authorize Seller to release your account or contract-related information (i) to EDC, (ii) to a third party energy consultant, broker or third party service provider who has provided services to Seller in connection with this Contract, Seller's affiliates or prospective purchasers of all or part of its business, all of which have agreed to keep such information confidential, or (iv) as required by Law or judicial process.

16. **Notices.**

The parties will send all notices relating to this Contract in writing by electronic mail, U.S. mail, overnight courier, or hand delivery (each, a "Notice"), provided that we may communicate or inquire about operational decisions by telephone. We shall deliver our Notices to you to the billing address specified in your enrollment documentation. You shall deliver your Notices to us as specified below:

Sanford Energy Associates, LLC d/b/a Powervine Energy

Temporary: PO Box 476, Norwalk, CT 06586

www.PowervineEnergy.com

Email: CustomerService@PowervineEnergy.com

Notice by electronic mail or hand delivery will be deemed received by close of the Business Day transmitted or delivered (if transmitted or delivered after that close, it will be deemed received by the close of the next Business Day). Notice by overnight courier will be deemed received by close of the Business Day on the day delivered. Notice by U.S. mail will be deemed received by the close of the third Business Day after the date of mailing. A party may change its address or contact information by providing Notice to the other Party in accordance with this provision. You shall keep your contact information updated and provide us with prior Notice of any changes. As used in this Contract, "**Business Day**" means any day other than a Saturday, a Sunday or a day on which commercial banking institutions in Houston, Texas or New York, New York are authorized or required by Law to be closed.

17. **Required Disclosures.**

Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request. If the price is based on an index and the index is not announced or published on any day for any reason or if we reasonably determine that a material change in the formula for or the method of determining the index has occurred, then we will use a commercially reasonable replacement price that is calculated by us. If you need variable price information, you may obtain the average monthly billed rates for the previous 24 months (or for the months available to date) for customers with the same rate class and located in the same EDC service territory who have received service on a variable rate by calling or e-mailing us at the telephone number or e-mail address set forth below. Historical rates are not indicative of present or future rates.

The EDC is responsible for the Distribution Charges shown on your electricity bill, as well as any emergencies and power outages. In an electrical emergency or a power outage, you should immediately contact the EDC. Please refer to the Contract Summary for your EDC information.

18. **Contact Information.**

In the event of any dispute, complaint or other concern regarding this Contract or our services, please contact our Customer Service as follows:

Powervine Energy LLC

Our website: www.PowervineEnergy.com

Customer Service Toll Free Number: (888) 851-7085

Customer Service Hours: Business Days from 8:00AM to 5:00PM eastern standard time

Customer Service Email: CustomerService@PowervineEnergy.com

If your complaint is not resolved after you have called us and/or your EDC, you may contact the Commission for further assistance at 1-800-692-7380 (toll free), at 400 North Street, Keystone Building, Harrisburg PA 17120 or at www.puc.pa.gov.

Your EDC may have programs available to customers who are on a limited or fixed income to assist with your electricity bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC's assistance program, if any can be obtained by contacting your EDC at the number listed in the Contract Summary.

19. **Miscellaneous.**

This Contract constitutes the entire agreement between the parties and supersedes any prior or contemporaneous agreements or representations affecting the subject of this Contract. Sections 10, 11, 12, 13, 15, 16 and 19 hereof and all provisions in this Contract regarding payments and indemnification shall survive the termination or expiration hereof until the expiration of the applicable statute of limitations. Each party may assume that all notices and emails sent from the other Party have been sent by an authorized representative of such other party. Title and risk of loss to electricity will pass from Seller to Customer at the point where a third-party transmission or delivery system connects with the EDC. Subject to the rights that may accrue to any successors or permitted assignees of the Parties, no provision of this Contract is to be construed as creating any rights enforceable by a third party, and all third party beneficiary rights are expressly negated. Customer agrees that compensation owed to any third party representing Customer in connection with this Contract may be included in the Price. Any provision or section hereof declared or rendered unlawful by a court or regulatory agency or deemed unlawful because of a Regulatory Change will not otherwise affect the remaining lawful obligations that arise under this Contract. Except as otherwise provided in this Contract, the rights, powers, remedies, and privileges provided in this Contract are cumulative and not exclusive of any rights, power, remedies, and privileges provided by Law. Seller reserves all rights, setoffs, counterclaims, combination of accounts, liens and other remedies and defenses which we have or may be entitled to (whether by operation of Law or otherwise). No waiver by Seller of any breach of this Contract by Customer is effective unless expressly made in writing, and any such waiver is effective only for the purpose expressly stated in writing and (not to be construed as a waiver of any other breach). As used in this Contract, the term "including" means "including without limitation."

Attachment 10. A – PJM Load Serving Entity Requirement

6/29/2018

GP Renewables & Trading LLC Mail - PJM Notice of Good Standing- Sanford Energy Associates, LLC dba Powervine Energy



Erin Horleman <erin@gprenew.com>

PJM Notice of Good Standing- Sanford Energy Associates, LLC dba Powervine Energy

Niemeyer, Jay <Jay.Niemeyer@pjm.com>

Fri, Jun 29, 2018 at 1:28 PM

To: "Moretti, Andrea, R" <Andrea.Moretti@pjm.com>, Erin Horleman <erin@gprenew.com>

Cc: renewables <renewables@gprenew.com>, Credit <credit_hotline@pjm.com>, "Loomis, Harold" <Hal.Loomis@pjm.com>

Dear Erin,

As requested, I am writing to confirm that according to our records, **Sanford Energy Associates, LLC dba Powervine Energy** is a PJM Member as of this date **(6/29/18)**. **Sanford Energy Associates, LLC dba Powervine Energy** is also current on its billing and settlement obligations and has satisfied the minimum credit and/or collateral requirements to participate in the PJM Markets.

Sincerely,

Jay Niemeyer

Senior Risk Analyst, Finance

(610) 666-4407 | Jay.Niemeyer@pjm.com | credit_hotline@pjm.com
PJM Interconnection | 2750 Monroe Blvd. | Audubon, PA 19403

Hotline: (856) 400-8980

Attachment 12 - Newspaper Publications



Commonwealth of Pennsylvania,) ss
County of Cumberland)

Donna Maldonado 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 03/06/2018

Donna Maldonado
Principal Clerk of the Publisher

Sworn to and subscribed before me this 7th day of March 2018

Crystal B. Rosensteel
Notary Public

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

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

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

Sanford Energy Associates, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Sanford Energy Associates, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Sanford Energy Associates, LLC proposes to sell electricity, natural gas, and related services in Columbia Gas, Equitable Gas, National Fuel Gas, PECO Gas, Peoples Natural Gas, Peoples TWP LLC, Philadelphia Gas Works, UGI Gas, UGI Central Penn, UGI Pen Natural, Valley Energy, Citizen's Electric, Duquesne, Met Ed, PECO Electric, Penelec, Penn Power, Pike, PPL, UGI Electric, Wellsboro, and West Penn Power under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Sanford Energy Associates, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Sanford Energy Associates, LLC's attorney at the address listed below.

By and through Counsel:
Nataro Feller

Powervine Energy
159 20th St, Ste 1B
Brooklyn, NY 11232
(212) 590-0145

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

Feller Law Group PLLC
159 20th Street Suite 1B
Brooklyn NY 11232

REFERENCE: 85724 305229
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

Jennifer L. Trott, being duly sworn, deposes and says that: (1) he/she is a designated agent of the Times Publishing Company (TPC) to execute Proofs of Publication on behalf of the TPC; (2) the TPC, whose principal place of business is at 205 W. 12th Street, Erie, Pennsylvania, owns and publishes the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, and published at Erie, Erie County Pennsylvania; (3) the subject notice or advertisement, a true and correct copy of which is attached, was published in the regular edition(s) of said newspaper on the date(s) referred to below. Affiant further deposes that he/she is duly authorized by the TPC, owner and publisher of the Erie Times-News, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 03/02/18

TOTAL COST: \$677.00 AD SPACE: 0 Lines

FILED ON: 03/02/18

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

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

Sanford Energy Associates, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. **Sanford Energy Associates, LLC** will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Sanford Energy Associates, LLC** proposes to sell electricity, natural gas, and related services in Columbia Gas, Equitable Gas, National Fuel Gas, PECO Gas, Peoples Natural Gas, Peoples TWP LLC, Philadelphia Gas Works, UGI Gas, UGI Central Penn, UGI Pen Natural, Valley Energy, Citizen's Electric, Duquesne, Met Ed, PECO Electric, Penelec, Penn Power, Pike, PPL, UGI Electric, Wellsboro, and West Penn Power under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Sanford Energy Associates, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to **Sanford Energy Associates, LLC's** attorney at the address listed below.

By and through Counsel: Natará Feller

Powervine Energy
159 20th St, Ste 1B
Brooklyn, NY 11232
(212) 590-0145

EP-305229

Sworn to and subscribed before me this 2nd day of March 2018

Affiant: Jennifer L. Trott

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

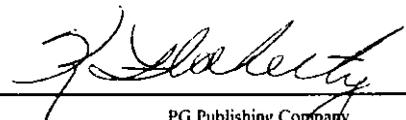
Proof of Publication of Notice in Pittsburgh Post-Gazette

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:

03 of March, 2018

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:
March 05, 2018



Elizabeth R. Chmura

Commonwealth of Pennsylvania - Notary Seal
Elizabeth R. Chmura, Notary Public
Allegheny County
My commission expires February 8, 2022
Commission number 1326781
Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS

Powervine Energy
4 BLUE MOUNTAIN CT
Attn: William J. Kinneary
Norwalk CT 06851-2200

To PG Publishing Company

Total ----- \$682.00

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
Applications of Sanford Energy Associates, LLC (d/b/a "Powervine Energy") for Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services To The Public in The Commonwealth Of Pennsylvania.
Sanford Energy Associates, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Sanford Energy Associates, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Sanford Energy Associates, LLC proposes to sell electricity, natural gas, and related services in Columbia Gas, Equitable Gas, National Fuel Gas, PECO Gas, Peoples Natural Gas, Peoples TWP LLC, Philadelphia Gas Works, UGI Gas, UGI Central Penn, UGI Pen Natural, Valley Energy, Citizen's Electric, Duquesne, Met Ed, PECO Electric, Penelec, Penn Power, Pike, PPL, UGI Electric, Wellsboro, and West Penn Power under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Sanford Energy Associates, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Sanford Energy Associates, LLC's attorney at the address listed below.
By and through Counsel:
Natará Feller
Powervine Energy
159 20th St, Ste 1B
Brooklyn, NY 11232
(212) 590-0145

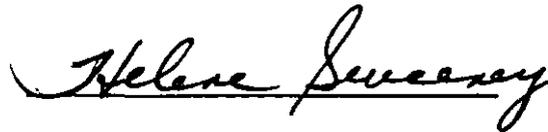
Proof of Publication in The Philadelphia Daily News
Under Act. No 587, Approved May 16, 1929

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:

March 2, 2018

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.

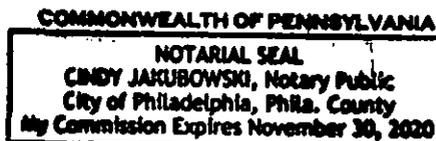


Sworn to and subscribed before me this 2nd day of
March, 2018.



Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

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

Sanford Energy Associates, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as (1) a supplier of natural gas, and (2) a broker/marketer engaged in the business of providing natural gas services. Sanford Energy Associates, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. Sanford Energy Associates, LLC proposes to sell electricity, natural gas, and related services in Columbia Gas, Equitable Gas, National Fuel Gas, PECO Gas, Peoples Natural Gas, Peoples TWP LLC, Philadelphia Gas Works, UGI Gas, UGI Central Penn., UGI Pen Natural, Valley Energy, Citizen's Electric, Duquesne, Met Ed, PECO Electric, Penelec, Penn Power, Pike, PPL, UGI Electric, Wellboro, and West Penn Power under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Sanford Energy Associates, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Sanford Energy Associates, LLC's attorney at the address listed below.

By and through Counsel: Natera Feller
Powervine Energy
189 20th St, Ste 1B
Brooklyn, NY 11222
(212) 580-0145

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

POWERVINE ENERGY
JOE WALDMAN
159 20TH ST., STE 1B BROOKLYN NY 11232

Account # 628037
Order # 82185423
Ad Price: 351.25

LEGAL NOTICE PENNSYLVANIA

Ann Marie Fortese

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:

03/01/2018

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 Sharon Venturi

Sworn and subscribed to before me
this 1st day of March A.D., 2018

Sharon Venturi
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Sharon Venturi, Notary Public
Lackawanna County
My commission expires February 12, 2022
Commission number 1254228
Member, Pennsylvania Association of Notaries

Legal Notices

LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Applications of Sanford Energy Associates, LLC (d/b/a "Powervine Energy") For Approval To Offer, Render, or Furnish Services as a Supplier, Aggregator, and Marketer/Broker Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.
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ing the best way to reach an agreement.
Aquarius (Jan. 20-Feb. 18): Positive change will encourage praise and keep you from getting involved in indulgent behavior.
Pisces (Feb. 19-March 20): Questioning relationships with different people will help you get a better sense of who is good for you

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 LLC 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:

March 2, 2018

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette LLC, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and declare 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.

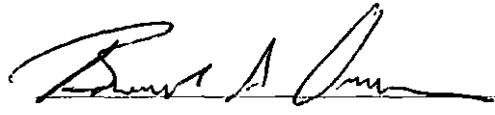
**PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE**

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

business of supplying electricity. Sanford Energy Associates, LLC proposes to sell electricity, natural gas, and related services in Columbia Gas, Equitable Gas, National Fuel Gas, PECO Gas, Peoples Natural Gas, Peoples TWP LLC, Philadelphia Gas Works, UGI Gas, UGI Central Penn, UGI Pen Natural, Valley Energy, Citizen's Electric, Duquesne, Met Ed, PECO Electric, Penelec, Penn Power, Pike, PPL, UGI Electric, Wellsboro, and West Penn Power under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Sanford Energy Associates, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg,

PA 17120. You should send copies of any protest to Sanford Energy Associates, LLC's attorney at the address listed below.

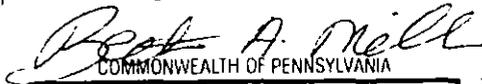
By and through Counsel:
Natarra Feller
Powervine Energy
159 20th St, Ste 1B
Brooklyn, NY 11232
(212) 590-0145



SUN-GAZETTE LLC

Sworn to and subscribed before me

The 2nd day of March 20 18



COMMONWEALTH OF PENNSYLVANIA

Notary Public

NOTARIAL SEAL
BETH A MILLER
Notary Public
CITY OF WILLIAMSPORT, LYCOMING COUNTY
My Commission Expires Apr 18, 2020

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:

For publishing the notice attached

Hereto on the above state dates..... \$359.24

Probated same.....

Total..... \$359.24

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

SUN-GAZETTE LLC

BY Bernard A. Oravec

Appendix C

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

Example CERTIFICATE OF SERVICE

On this the 12th day of June, 2018, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

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

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

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

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

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

Vice President – Energy Supply
Corning Natural Gas Holding Corporation
330 West William Street
Corning, NY 14830

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

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

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

Office of General Counsel
Attn: Kimberly A. Klock
PPL
Two North Ninth Street (GENTW3)
Allentown, PA 18101-1179

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

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

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

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

RECEIVED
JUL 30 2018
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU


Joseph Waldman, Chief Operating Officer