

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of nTherm, LLC, d/b/a nTherm, LLC, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) [as specified in item #4b below] 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:

nTherm, LLC  
1430 Larimer St Suite 302  
Denver Colorado 80202  
nTherm.com  
(888)865-3402

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- 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.

InCorp Services, Inc.  
7208 Red Top Road  
Hummelstown, PA 17036  
Phone:(800) 246-2677  
Fax:(702) 866-2689

- 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.

Mackanda Barker  
Analytics Manager  
1430 Larimer St Suite 302  
Denver Colorado 80202  
nTherm.com  
(888)865-3402  
MBarker@ntherm.com

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- 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.

Amy Seneshen  
[ASeneshen@wsmtlaw.com](mailto:ASeneshen@wsmtlaw.com)  
1125 17<sup>th</sup> Street, Suite 2200  
Denver, CO 80202  
(303) 830-2500

- 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.

Kristy Beattie  
Choice Manager  
1430 Larimer St Suite 302  
Denver Colorado 80202  
nTherm.com  
(888)865-3402  
[KBeattie@ntherm.com](mailto:KBeattie@ntherm.com)

Mackanda Barker  
Analytics Manager  
1430 Larimer St Suite 302  
Denver Colorado 80202  
nTherm.com  
(888)865-3402  
[MBarker@ntherm.com](mailto:MBarker@ntherm.com)

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## 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**

x The Applicant will not be using a fictitious name.

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

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

The Applicant is a sole proprietor.

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

**or**

The Applicant is a:

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

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- 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**

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The Applicant is a:

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

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

### 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.

The applicant has no affiliates.

- 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 has no 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
- x Other; Identify the nature of service being rendered.



nTherm, LLC is currently a license Natural Gas Supplier in the state of PA, specifically in the Columbia Gas of PA territory.

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):

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

nTherm, LLC would like to become a supplier for the electric distribution companies in PA to supply electricity to their customers. nTherm, LLC will acquire customers across the state of PA using our internal Call Center directed by Market veteran Anthony Bush.

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

- |   |  |
|---|--|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike          |
| <input type="checkbox"/> Duquesne Light     | <input type="checkbox"/> PPL           |
| <input type="checkbox"/> Met-Ed             | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> PECO               | <input type="checkbox"/> Wellsboro     |
| <input type="checkbox"/> Penelec            | <input type="checkbox"/> West Penn     |
| <input type="checkbox"/> Penn Power         |  |
- x Entire Commonwealth of PA

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Residential and Small Commercial as Mixed Meter ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)
- 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.

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## 5. COMPLIANCE

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

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

Applicant has not been involved in any such proceeding civil nor criminal.

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.

Applicant does not have any Complaints regarding the above.

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

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**6. PROOF OF SERVICE**

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

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

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

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

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

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

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

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

**Pike County Light & Power Company:**  
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

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**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

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

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:

- 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.

**Attachment 8**

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.

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

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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.

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

**Attachment 9**

*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.*

**8. TECHNICAL FITNESS:**

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

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

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

**Attachment 1**

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

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

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

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- 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.

**Attachment 2**

- 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.

**Attachment 3**

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

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

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**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.**

**Attachment 4**

**10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS**

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

- proof of registration as a PJM Load Serving Entity (LSE), or

- proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

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

*(Select only one of the following)*

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

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- AGREED

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

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

- AGREED

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

AGREED

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

ACKNOWLEDGED

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

AGREED

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

AGREED

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

AGREED

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

AGREED

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

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11. AFFIDAVITS

Must be notarized before filing.

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- 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.

**Attachment 5**

- 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.

**Attachment 6**

12. NEWSPAPER PUBLICATIONS

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

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

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

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

**Attachment 7**

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Citizens' Electric						X	
Duquesne				X			
Met Ed		X	X		X		
PECO			X				
Penelec	X	X			X	X	X
Penn Power	X			X			
Pike					X		
PPL		X	X		X	X	
UGI					X		
Wellsboro						X	
West Penn		X		X		X	X
Entire Commonwealth	X	X	X	X	X	X	X

**13. SIGNATURE**

Applicant: nTherm, LLC

By: Rhett Shumway *Rhett C. Shumway*

Title: CEO

*1 Nov 18*

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**14. CHECKLIST**

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

Applicant: nTherm, LLC

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

PUC Secretary's Bureau Use

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Appendix C

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

CERTIFICATE OF SERVICE

On this the 25 day of Sep 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 Consumer Advocate  
5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

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

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

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

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

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

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

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

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

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

Office of General Counsel  
Attn: Kimberly A. Klock  
PPL  
Two North Ninth Street (GENTW3)  
Allentown, PA 18101-1179  
UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
2525 N. 12th Street, Suite 360  
Post Office Box 12677  
Reading, Pa 19612-2677

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

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~~NOV 29 2018~~

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*Rhett C. Shumway*  
Rhett Shumway, CEO nTherm, LLC

*Rhett C. Shumway*  
1 Nov 18

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# Attachment 1

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

**NTherm, LLC**

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

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

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

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

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

Applicant:

Signature: Rhett C. Shumway  
Name: Rhett C. Shumway Title: CEO Date: 9/25/18

PJM Interconnection, L.L.C.  
Signature: Megan McLaverky  
Name: Megan McLaverky Title: Member Liaison Date: 10/9/18

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**SCHEDULE 4**

**STANDARD FORM OF AGREEMENT TO BECOME A MEMBER OF THE LLC**

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

**Additional Member Agreement**

1. This Additional Member Agreement (the 'Supplemental Agreement'), dated as of 10/9/18 entered into among nTherm, LLC and the President of the LLC acting on behalf of its Members.

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

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

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

Mackanda Barker  
1430 Larimer St.  
Suite 302  
Denver, CO 80202

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

6. The Operating Agreement is hereby amended to include nTherm, LLC as a Member of the LLC thereto, effective as of October 9 2018, the date the President of the LLC countersigned this Agreement.

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

Members of the LLC

By: Megan McLaurey on behalf of Andy Ott  
Name: Megan McLaurey  
Title: President

By: Rhett C. Shumway  
Name: Rhett C. Shumway  
Title: CEO



**Public Utilities  
Commission**

Asim Z. Haque, Chairman



**Commissioners**  
M. Beth Trombold  
Thomas W. Johnson  
Lawrence K. Friedeman  
Daniel R. Conway

FILE

**PUBLIC UTILITIES COMMISSION OF OHIO**

*Certified as a Competitive Retail Electric Service Provider*

Certificate Number:

**18-1330E (1)**

Issued Pursuant to Case Number(s):

**18-1368-EL-CRS**

A certificate as a Competitive Retail Electric Service Provider is hereby granted to, **nTherm, LLC** whose office or principal place of business is located at **1430 Larimer Street #302, Denver, CO 80202** to provide **retail generation, aggregation, power marketer, and power broker** services within the State of Ohio effective **September 30, 2018**.

The certification of competitive retail electric suppliers is governed by Section 4901:1-24-(01-13) of the Ohio Administrative Code, Section 4901:1-21-(01-15) of the Ohio Administrative Code, and Section 4928.08 of the Ohio Revised Code.

This Certificate is revocable if all of the conditions set forth in the aforementioned case(s) are not met.

Subject to all rules and regulations of the Commission, now existing or hereafter promulgated.

Witness the seal of the Commission affixed at Columbus, Ohio.

Dated: **October 1, 2018**

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO

Barcy F. McNeal, Secretary  
Tanowa M. Troupe, Acting Secretary  
Susan Patterson, Acting Secretary  
Beverly Hoskinson, Acting Secretary

**Certificate Expires: September 30, 2020**

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

180 East Broad Street  
Columbus, Ohio 43215-3793

Technician C. B. Date Processed 10/1/18 (614) 466-3016 www.PUCO.ohio.gov

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N THERM, LLC  
1430 Larimer St Suite 302  
Denver, CO 80202



Oct 10, 2018

To Whom It May Concern,

**"OVERSIGHT OF MARKETING**

nTherm plans to utilize its Direct Marketing Channel only. nTherm has put in place policies, employee training and a quality control department to ensure we are always doing everything possible to be compliant with necessary guidelines and our marketing efforts are performed in an ethical manner."

Sincerely,  
Mackanda Braker  
nTherm, LLC

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# Attachment 3

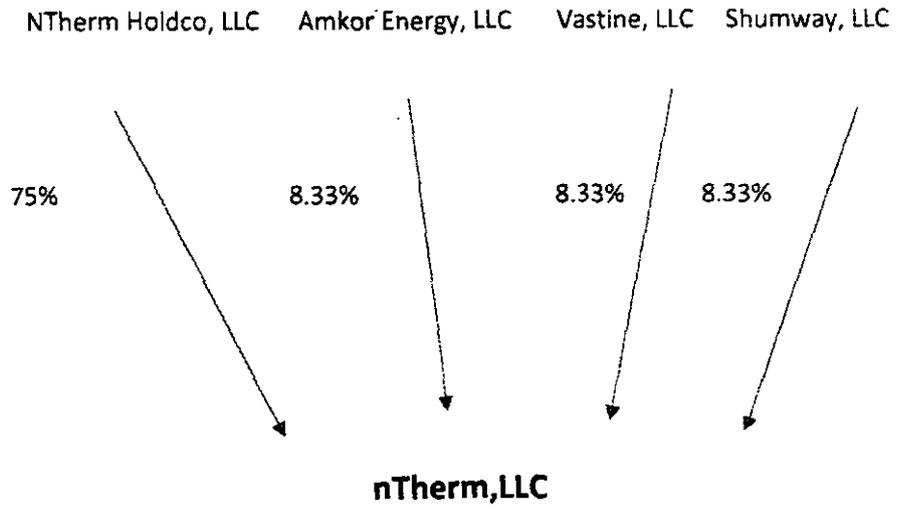
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**Corporate Structure**

nTherm, LLC has no subsidiary companies. None of its affiliates supply retail or wholesale electricity or natural gas to customers in North America. Its ownership is as follows:

**nTherm, LLC Organizational Chart**



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### **Key Technical Personnel**

**Rhett Shumway - CEO** - rshumway@ntherm.com - 720-252-7090 - Mr. Shumway completed his Graduate Degree in Public Administration from the University of Wyoming in May 2003. Mr. Shumway was hired by Oneok Energy Marketing in January 2003 as a Gas Marketer. While at Oneok, he marketed gas for four years in Colorado, Nebraska and Wyoming. In addition, he was responsible for opening the retail natural gas sales office in Denver, Colorado. After leaving Oneok, Mr. Shumway co-founded RnD Energy LLC in October 2005 with his partner David Vastine. RnD Energy LLC specialized in the aggregation of small, medium and even large commercial and industrial clients with the intent to use the increased volume in order to negotiate a better rates and terms for the members of the group. Furthermore, RnD Energy LLC was the first consulting firm to bring aggregation services to Wyoming, Nebraska and Colorado.

In May of 2007 he co-founded Asgard Energy with High Sierra Energy, LLP. The purpose of Asgard Energy LLC was to supply natural gas to wholesale, retail, commercial, industrial and residential customers. Mr. Shumway was in charge of market expansion and day to day operations. He oversaw the growth of the company from zero customers to approximately 14,000 across five different states (CO, KS, NE, WV, WY) until the company was successfully sold in a competitive process to CenterPoint Energy in October 2011. Following the sale Mr. Shumway worked for CenterPoint Energy and was under a non-compete until the end of 2014. Following that Mr. Shumway was employed with United Energy Trading working on retail natural gas and salt water disposal projects. Mr. Shumway recently left United Energy Trading and has formed NTherm with his former partners at Asgard Energy and is engaged in market expansion and day to day activities.

**Mike Gregory - COO** - mgregory@ntherm.com - 303-378-3407 - Mr. Gregory earned a BBA in Accounting from the University of Texas in 1978 and then began working for Tenneco Oil Company as an accountant until 1980. He then moved into Gas Procurement with Northwest Pipeline and then to Gas Marketing with Husky Oil until 1984. From 1984 until 1994 he was Vice President of Marketing with Hallwood Petroleum. Finally in 1994 he formed Amkor

Natural Gas and developed a significant retail book of business in the Rockies and West Virginia. In 2007 Mr. Shumway and Mr. Vastine joined with Mr. Gregory to form Asgard Energy with High Sierra Energy LLP. Mr. Gregory was responsible for overall supply management, marketing, trading and day to day operations. He was instrumental in developing highly competitive customer price products and securing reliable and competitive gas supply and transport across the entire 5 state footprint.

**David Vastine - CFO/CIO** - [dvastine@ntherm.com](mailto:dvastine@ntherm.com) - 303-641-7014 - Mr. Vastine has a Bachelor's Degree in Computer Science from the Colorado Technical University. He has worked as a Database Programmer, Webmaster, End User Consultant and Network System Administrator since 1995. His programming languages include Perl, C/C++, PHP, CHI, Expect, HTML/CSS, SQL, and Shell scripting. As a Database Programmer he created and maintained a web accessible database on Selenium resources. As a Network Operations Specialist with Connecticut Telephone, Mr. Vastine brought advanced knowledge of open-source software and operating systems to implement a monitoring system that exceeded needs and was far more cost effective than commercial solutions.

In October 2005, Mr. Vastine formed RnD Energy LLC with Mr. Shumway. He was responsible for developing RnD's presence on the web and an online contact and customer database management website. For the Wyoming and Nebraska Choice Gas Programs he developed an *online sign up page for commercial, industrial and residential end users. This page allowed large numbers of end users interested in enrolling in our program to do so simultaneously without the necessity of a large number of staff.*

Mr. Vastine, formed Asgard Energy along with Mr. Shumway, Mr. Gregory and High Sierra Energy in May of 2007. His primary responsibilities were customer data base management, SEO, AR, AP, taxes, licensing and general accounting. When Asgard Energy was sold, he became a consultant for CenterPoint Energy and was under a non-compete until October 2014.

**Kristy Beattie - Choice Program Manager** - [kbeattie@ntherm.com](mailto:kbeattie@ntherm.com) - 303-359-2036 With over 20 years of experience in customer service, her daily tasks consist of being responsible for day to day operations around quality control, dispute resolution, validating the solutions of customer complaints, handling all regulatory affairs, as well as interfacing with all Utilities to ensure

compliance, and application renewals. Managing vendors related issues as it pertains to compliance, maintaining all records of customer interactions, complaints, or comments, as well as actions taken.

**Mackanda Barker - Analytics Manager** - mbarker@ntherm.com - 813-210-5050 - Mr. Barker started in the Energy Industry 5 years ago with American Power and Gas (APG) headquartered in Seminole Fl. His responsibilities were to have a masterful understanding of every deregulated territory so that APG could effectively market and operate. During his time at APG he assisted in growing the company from only serving 2 States with Choice customers to 5 states. His role with APG was the Analytics Manager in the Operations department and he was tasked with managing the core asset of APG's customers and their load. He monitored Invoices to ensure that income projections were accurate and provided weekly reports on Churn and RCE counts. Knowledge in SQL allowed him to play an intricate role in developing and maintaining their in-house database for communicating with the various LDC's.

**Anthony Bush - Call Center Manager** - abush@ntherm.com - 614-496-8804 - Mr. Bush has over 14 years of customer service and customer acquisition experience across a variety of industries. For the past 10 years Mr. Bush has managed call centers for energy supply companies providing marketing, outbound telemarketing, customer service and quality control services. His primary responsibilities include managing all call center activities operationally, managing outbound tele sales efforts, ensuring staff is trained staff on proper telephone etiquette.

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**1. Background.** This is an agreement for electric generation service, between I, the "Customer" and nTherm, LLC to supply my location(s) with all the energy I need subject to the eligibility requirements of my Electric Distribution Company ("EDC"), and acceptance by nTherm, LLC ("Agreement"). nTherm, LLC has been authorized by the Public Utility Commission ("PUC") to act as an Energy Service Company and has entered into a service agreement with the EDC. nTherm, LLC is a licensed Retail Supplier and not the EDC. nTherm, LLC sets the generation prices and charges that you pay. The price of energy found in this agreement are not regulated by the PUC. The PUC regulates distribution prices and services. *The Federal Regulatory Commission regulates transmission prices and services. You will receive a single bill from your EDC for both their charges and nTherm, LLC charges. I am fully authorized to enter into this agreement and am at least 18 years old. I may rescind this Agreement without fees or penalties within three (3) business days of receipt of this disclosure by contacting nTherm, LLC in writing at 1430 Larimer St Suite 302, Denver CO 80202 or by telephone (888)865-3402.*

**2. Definitions**

Generation Charge - Charge for production of electricity.

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

**3. Term.** This Agreement shall commence as of the date of change of Customer's provider to nTherm, LLC is deemed effective by the EDC, and shall continue for 12 months thereafter (The "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement shall renew to a new 12-month term. Either party may cancel or terminate this agreement by providing Thirty (30) days' advance written notice of termination to the other party.

**4. Pricing, Billing, and Termination.** The price of Electricity sold under this Agreement shall be a variable price which shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fee, charges or other assessments and nTherm, LLC costs, expenses and margins. nTherm, LLC will invoice Customer monthly for all natural gas and/or electricity supplied under this Agreement, as measured by your local utility company/EDC. nTherm, LLC may assign or sell Customer accounts receivable to the EDC.

**5. Information.** For inquiries and information regarding energy suppliers and the competitive retail energy market, I can contact the PUC at (888) 782-3228.

**6. Emergency Service.** In an emergency I should immediately call Duquesne Light at (888) 393-7000, PECO Energy Company at (800)841-4141, Pike County Power & Light Company at (877) 434-4100, PPL electric Utilities at (800) 342-5775 or West Penn Power at (800) 255-3443 and local emergency personnel. If I experience any service related problems, I should contact my utility.

**7. Dispute Resolution.** If I have a question or concern about my bill, I may contact nTherm, LLC in writing at 1430 Larimer Street Suite 302, Denver CO 80202, or by telephone at (888) 865-3402. nTherm, LLC will refer all complaints to a representative in their customer service department who, in good faith, will use reasonable efforts to reach a mutually satisfactory solution. If I am still not satisfied, I may call the PUC toll free at (800) 782-1110, or write the PUC Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265.

**8. Cancellation.** Either party may cancel this Agreement (for reasons other than non-payment) at any time by providing written notice to nTherm, LLC, at 1430 Larimer Street Suite 302, Denver CO 80202, or to the other party at least thirty (30) days prior to the end of the intended month of cancellation. If I fail to notify nTherm, LLC as set forth above, it may take sixty (60) days after cancellation before I can receive supply from the EDC, or other energy supplier, depending upon the EDC, or other supplier procedures.

During this time, I agree to pay for all energy I consume that nTherm, LLC supplies to me. I will be issued a final bill within twenty (20) days after the final scheduled meter reading, or if meter access is restricted, an estimate of consumption will be used to calculate such bill, which will be reconciled after the final meter reading. *Customer may cancel this Agreement without penalty in the event Customer relocates from one location to another, even if the move is within an EDC's service territory. If your electric service is terminated by your EDC, then this Agreement is cancelled on the date that your electric service is terminated.*

**9. Energy Supply Quantity.** The EDC will determine all energy quantities supplied under this Agreement, including storage energy, and all such amounts will be accepted as accurate and conclusive by both parties and shall constitute the amount of the sale.

**10. Agency & Power of Attorney.** I appoint nTherm, LLC as my agent and grant nTherm, LLC a power of attorney to act on my behalf in acquiring the supplies necessary to meet my energy needs, contracting for and administering transportation, transmission and related services over interstate facilities and any EDC services necessary to deliver energy to my premises. nTherm, LLC provides these services to me at no additional charge, as they are already included in the price noted above.

**11. Invoicing and Payment.** Unless otherwise agreed to in writing, the EDC will invoice me monthly for energy supplied to me under this Agreement.

**12. Title.** All energy sold under this Agreement shall be delivered to a location considered the "Point of Delivery" which shall be a location determined by nTherm, LLC and shall constitute the point at which, upon delivery thereto, the sale occurs, and title passes from nTherm, LLC to me.

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

**14. Choice of Laws.** Venue for any lawsuit brought to enforce any term or condition of this Agreement, or to construe the terms hereof shall be exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania.

**15. Assignment.** I may not assign my interest in any obligations under this Agreement without express advance written consent to nTherm, LLC. nTherm, LLC may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy service company, or other entity in accordance with the PUC rules and procedures, if any, governing such transactions.

**16. Severance.** If a court or regulatory agency of competent jurisdiction deems any provision of this Agreement to be invalid, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**17. No Warranties.** Unless otherwise expressly set forth in this Agreement, nTherm, LLC provides and I shall receive no warranties, express, or implied, statutory, or otherwise and nTherm, LLC specifically disclaims any warranty of merchantability or fitness for a particular purpose.

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

**19. Force Majeure and Other Circumstances.** nTherm, LLC will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but nTherm, LLC does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of control of nTherm, LLC ("Force Majeure events") may result in interruptions in service. nTherm, LLC will not be liable for any interruptions caused by a Force Majeure Event, and nTherm, LLC is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor

disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on its gas distribution lines or electric lines), changes in laws, rules or regulations of any governmental authority or any other cause beyond nTherm, LLC's control.

**20. Taxes and Laws.** Except as provided in this Agreement or by law, all taxes, levies, assessments and fees of whatsoever kind, nature, and description, due and payable with respect to the delivery of energy under this Agreement, shall be paid or reimbursed by me except for federal, state or local taxes imposed of a duly constituted governmental authority having competent jurisdiction.

**21. Entire Agreement.** This Agreement and the Enrollment confirmation set forth the entire Agreement between parties with respect to the terms and conditions of this transaction; any and all other agreements, understanding representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement and the Enrollment Confirmation.

**22. Contact Information.** Customer may contact nTherm, LLC's Customer Service Department at (888) 865-3402, Monday – Friday 9:00 a.m. – 5:00 p.m. EST. Customer may write to nTherm, LLC at 1430 Larimer Street Suite 302, Denver CO 80202.

<b>Public Utility Commission (PUC):</b>	
<b>Address:</b>	400 North Street, Harrisburg PA 17120
<b>Phone Number:</b>	1-800-692-7380
<b>Electric Distribution Company/Default Service Provider:</b>	Pike County Light and Power Company
<b>Address:</b>	390 W. Route 59 Spring Valley, NY 10977
<b>Phone Number:</b>	(877) 434-4100
<b>Electric Distribution Company/Default Service Provider:</b>	Duquesne Light
<b>Address:</b>	411 Seventh Avenue (6-1), Pittsburgh PA 15219
<b>Phone Number:</b>	(888) 393-7000
<b>Electric Distribution Company/Default Service Provider:</b>	PECO Energy Company
<b>Address:</b>	2301 Market Street, P.O. Box 8699, Philadelphia PA 19101
<b>Phone Number:</b>	(800) 494-4000
<b>Electric Distribution Company/Default Service Provider:</b>	PPL Electric Utilities
<b>Address:</b>	827 Hausman Road, Allentown PA 18104
<b>Phone Number:</b>	(800) 342-5775

**Electric Distribution  
Company/Default Service**

**Provider:**

First Energy

**Address:**

76 S. Main St, Akron OH 44308

**Phone Number:**

(330) 761-4348



### Electric Generation Supplier Contract Summary – Variable Rate

Electric Generation Supplier Information	<b>nTherm, LLC</b> (“nTherm”) 1430 Larimer St. Suite 302 Denver, CO 80202 (888) 865-3402 <a href="mailto:choice@ntherm.com">choice@ntherm.com</a> <a href="http://www.ntherm.com">www.ntherm.com</a> This is the entity responsible for your electric supply and charges therefor.
Price Structure	Your price will be based on prices of electricity, capacity, ancillary services and other charges in the PJM market in the applicable load zone for your EDC, renewable energy charges, and all other costs. This price may change monthly due to market conditions. The price you pay nTherm, LLC will include the Generation Charge, Transmission Charge, and gross receipts tax for services provided under this Agreement. The price does not include applicable Pennsylvania Sales tax or any local tax.
Generation/Supply Price	First month price: \$0.00¢/kWh. (this price does not include sales tax, if any).
Statement Regarding Savings	The supply price may not always provide savings to the customer.
Rebate	20% rebate on the average months energy supply charge after 12 consecutive months with nTherm, LLC as the Electric Generation Supplier(EGS).
Contract Start Date	The start date will be determined by the electric distribution company (EDC).
Contract Duration/Length	The contract is monthly and can be cancelled by you at any time with 60 days’ notice. nTherm, LLC can cancel the contract by providing written notice to you at the address provided to nTherm by the EDC.
Cancellation/Early Termination Fees	None.
End of Contract	The contract will stay in effect perpetually until cancelled by either party.

Electric Distribution Company Information	PUC P.O. Box 3265 Harrisburg, PA 17105 800-692-7380
	Duquesne Light 411 Seventh Avenue (6-1) Pittsburgh, PA 15219 888-393-7000
	PECO Energy Company 2301 Market Street P.O. Box 8699 Philadelphia, PA 19101
	Pike County Light and Power Company 390 W. Route 59 Spring Valley, NY 10977 877-434-4100
	PPL Electric Utilities 827 Hausman Road Allentown, PA 18104 800-342-5775
	West Penn Power 800 Cabin Hill Drive Greensburg, PA 15601 800-255-3443



### Electric Generation Supplier Contract Summary – Fixed Rate

Electric Generation Supplier Information	<p><b>nTherm, LLC</b> (“nTherm”) 1430 Larimer St. Suite 302 Denver, CO 80202 (888) 865-3402 choice@ntherm.com <a href="http://www.ntherm.com">www.ntherm.com</a></p> <p>This is the entity responsible for your electric supply and charges therefor.</p>
Price Structure	<p>Your contract price is Fixed for the term of the Agreement. The price you pay nTherm, LLC will include the Generation Charge, Transmission Charge, and gross receipts tax for services provided under this Agreement. The price does not include applicable Pennsylvania Sales tax or any local tax.</p>
Generation/Supply Price	<p>Supply price: \$0.00¢/kWh. (this price does not include sales tax, if any).</p>
Statement Regarding Savings	<p>The supply price may not always provide savings to the customer.</p>
Rebate	<p>None</p>
Contract Start Date	<p>The start date will be determined by the electric distribution company (EDC).</p>
Contract Duration/Length	<p>The term of the Agreement is <u>?????</u> Months, unless otherwise terminated or renewed, and end on the meter read for the last month of service.</p> <p>In the event of any action taken by a state or federal government entity (including an Independent System Operator (ISO) or Regional Transmission Organization (RTO, such as PJM) that significantly changes the way nTherm, LLC does business with you, nTherm, LLC may change it Fixed Price plan and terms and conditions of service to you after notice and your affirmative consent. If possible nTherm, LLC will send two advance notices prior to the change approximately 45-60 days and 30 days before the expiration date. The</p>

	first notice shall be by electronic mail and the second by U.S. mail.
Cancellation/Early Termination Fees	If you terminate service after the expiration of the specified Rescission Period, you may be charged an early termination fee. The fee will \$50 per month for each remaining month on the contract.
End of Contract	nTherm, LLC will send two advance notices prior to the change approximately 45-60 days and 30 days before the expiration date. The first notice shall be by electronic mail and the second by U.S. mail. These notifications will explain your options going forward.
Electric Distribution Company Information	PUC P.O. Box 3265 Harrisburg, PA 17105 800-692-7380
	Duquesne Light 411 Seventh Avenue (6-1) Pittsburgh, PA 15219 888-393-7000
	PECO Energy Company 2301 Market Street P.O. Box 8699 Philadelphia, PA 19101
	Pike County Light and Power Company 390 W. Route 59 Spring Valley, NY 10977 877-434-4100
	PPL Electric Utilities 827 Hausman Road Allentown, PA 18104 800-342-5775
	West Penn Power 800 Cabin Hill Drive Greensburg, PA 15601 800-255-3443

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# Attachment 5

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Appendix A

APPLICATION AFFIDAVIT

SEP 27 2018  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

[Commonwealth/State] of Colorado :

ss.

County of Denver :

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

[He/she is the CEO (Office of Affiant) of nTherm, LLC (Name of Applicant);]

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

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

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

That the Applicant herein Rhett Shumway 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 Rhett Shumway 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.

Rhett Shumway  
Signature of Affiant

Sworn and subscribed before me this 25 day of Sep, 2018.

Joan Hoover  
Signature of official administering oath

My commission expires August 17, 2022

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

JOAN E. HOOVER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19944011557  
MY COMMISSION EXPIRES AUGUST 17, 2022

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# Attachment 6

Appendix B

OPERATIONS AFFIDAVIT

SEP 27 2018  
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[Commonwealth/State] of Colorado :

ss.

County of Denver :

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SECRETARY'S BUREAU

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

[He/she is the CEO (Office of Affiant) of nTherm, LLC  
(Name of Applicant);]

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

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

That Rhett Shumway, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render electric service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

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

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

**Appendix B (Continued)**

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

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

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

Rhett C. Shumway  
Signature of Affiant

Sworn and subscribed before me this 25 day of Sep, 2018.

Joan Hoover  
Signature of official administering oath

My commission expires August 17, 2022.

JOAN E. HOOVER  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19944011557  
MY COMMISSION EXPIRES AUGUST 17, 2022

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.PA.GOV

Kathryn Tozzini  
Apt 164 811 Town and Country Blvd  
Houston TX 77024

nTherm, LLC

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THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEBSITE LOCATED WWW.CORPORATIONS.STATE.PA.US/Search/CorpSearch OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND /OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEBSITE.

ENTITY NUMBER : 6348794

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Entity# : 6348794  
Date Filed : 01/22/2016  
Pedro A. Cortés  
Secretary of the Commonwealth

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

Document will be returned to the name and address entered below.			<b>Foreign Registration Statement</b> DSCB: 15-412 (7/1/2015) 
Kathryn Tozzini			
Name Apt 164, 811 Town and Country Blvd			
Address Houston TX 77024			
City	State	Zip Code	

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

Fee: \$250

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

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

- Business Corporation       Limited Partnership       Business Trust  
 Nonprofit Corporation       Limited Liability (General) Partnership       Professional Association  
 Limited Liability Company       Limited Liability Limited Partnership

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

nTherm, LLC

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

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

3. The jurisdiction of formation: DE

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

3773 Cherry Creek North Drive, Suite 575	Denver	CO	80209
Number and street	City	State	Zip

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

3773 Cherry Creek North Drive, Suite 575	Denver	CO	80209
Number and street	City	State	Zip

5. The (a) address of the association's 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 State Zip County

**OR**

(b) c/o: INCORP SERVICES, INC. DAUPHIN  
 Name of Commercial Registered Office Provider County

6. Check one of the following:

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

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

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

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

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

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

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this \_\_\_\_\_ 22nd day of January, 2016

\_\_\_\_\_  
 nTherm, LLC  
 Name of Association  
 Rhett Shumway  
 Signature  
 General Manager  
 Title

**STATE OF DELAWARE**  
**LIMITED LIABILITY COMPANY**  
**CERTIFICATE OF FORMATION**

This Certificate of Formation for Aurora NG, LLC has been duly executed and is being filed by the undersigned, an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.).

**FIRST:** The name of the limited liability company is Aurora NG, LLC.

**SECOND:** The address of its registered office in the State of Delaware is The Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801. The name of the Registered Agent at such address is The Corporation Trust Company.

**IN WITNESS WHEREOF,** the undersigned has executed this Certificate of Formation of Aurora NG, LLC this 20th day of October, 2015.

BY: /s/ Marilyn Moll  
Marilyn Moll  
Authorized Person

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# Delaware

Page 1

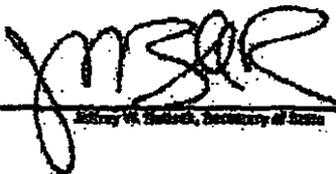
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "AURORA NG, LLC", CHANGING ITS NAME FROM "AURORA NG, LLC" TO "N THERM, LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF JANUARY, A.D. 2016, AT 5:32 O' CLOCK P.M.

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Jeffrey W. Bullock, Secretary of State

5855337 8100  
SR# 20160081987

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 201629748  
Date: 01-06-16

**STATE OF DELAWARE  
CERTIFICATE OF AMENDMENT**

1. Name of Limited Liability Company: Aurora NG, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

The name of the limited liability company is Nithara, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 6th day of January, A.D. 2016.

By: *Rhett Shumway*  
Authorized Person(s)

Name: Rhett Shumway

Print or Type

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# Attachment 7

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

N THERM, LLC  
1430 LARIMER STREET, SUITE 302  
DENVER CO 80202

Account # 631067  
Order # 82253428  
Ad Price: 269.35

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:

09/15/2018

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 Ann Marie Fortese

Sworn and subscribed to before me  
this 17th day of September 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

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Legal Notices

LEGAL NOTICE

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**  
Application of nTherm, LLC (d/b/s "nTherm, LLC") For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

nTherm, LLC will be filing an application with the Pennsylvania Public Utility Commission ("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. nTherm, LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

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

By and through Counsel:  
Amy Seneshen  
nTherm, LLC

1430 Larimer Street, Suite 302  
Denver, CO 80202  
888-865-3402  
303-845-9609

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~~NOV 20 2018~~

~~PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU~~

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

STATE OF PENNSYLVANIA

COUNTY OF LYCOMING

SS:

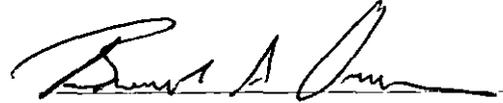
Bernard A. Oravec, Publisher of the Sun-Gazette LLC publishers of the Williamsport Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says 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:

September 17, 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**  
Application of nTherm, LLC (d/b/a "nTherm, LLC") For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.  
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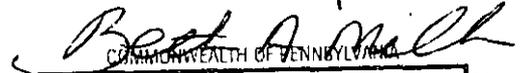
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of nTherm, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to nTherm, LLC attorney at the address listed below.  
By and through Counsel:  
Amy Seneshen  
nTherm, LLC  
1430 Larimer Street,  
Suite 302  
Denver, CO 80202  
888-865-3402  
303-845-9609



SUN-GAZETTE LLC

Sworn to and subscribed before me

The 17<sup>th</sup> day of September 2018



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

Notary Public

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:

For publishing the notice attached

Hereto on the above state dates.....\$ 272.52

Probated same.....\$

Total.....\$ 272.52

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

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SECRETARY'S BUREAU

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

COMMONWEALTH OF PENNSYLVANIA }  
 County of Cambria } SS

PENNSYLVANIA  
 PUBLIC UTILITY COMMISSION  
 NOTICE

Application of nTherm, LLC (d/b/a "nTherm, LLC") For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

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

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 that the  
 of The J  
 interest  
 charact

By and through Counsel: Amy Seneshen  
 nTherm, LLC  
 1430 Larimer Street, Suite 302  
 Denver, CO 80202  
 888-865-3402  
 303-845-9609

On this 19th day of September A.D. 2018, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

County of Cambria, and Commonwealth of Pennsylvania and the matter published in said publication in the regular issues A, on September 15, 2018; and that the Affiant is not advertising and that all of the allegations as to time, place and

*Christine Marhefka*

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on  
 19th day of September, 2018,  
 by Christine Marhefka making the statement.

*Juanita Ohs*

0.00 Lines @	\$2.50 per line	0.00
7 Inches @	\$25.00 per inch	175.00
Notary Fee		5.00
Clerical Fee		2.00
<b>Total Cost</b>		<b>182.50</b>

Commonwealth of Pennsylvania - Notary Seal  
 Vivian Ohs, Notary Public  
 Cambria County  
 My commission expires December 6, 2020  
 Commission number 1123017  
 Member, Pennsylvania Association of Notaries

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

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

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

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

By \_\_\_\_\_

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 SECRETARY'S BUREAU

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PA PUBLIC UTILITY COMMISSION  
 SECRETARY'S BUREAU

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:

September 17, 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.

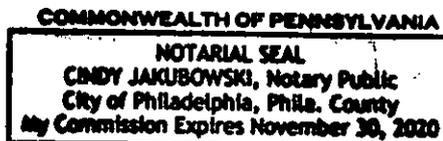


Sworn to and subscribed before me this 17th day of  
September, 2018.



Notary Public

My Commission Expires:



Copy of Notice of Publication

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**  
Application of nTherm, LLC (d/b/a "nTherm, LLC") For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

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

By and through Counsel: Amy Seneshen  
nTherm, LLC  
1430 Larimer Street, Suite 302  
Denver, CO 80202  
686-665-3402  
303-645-0600

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NOV 20 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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DEC 13 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



AD#: 0008802732

Commonwealth of Pennsylvania,) ss  
County of Cumberland)

Victoria Soto 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 09/25/2018

*Victoria Soto*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 26th day of September 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**

Application of nTherm, LLC (d/b/a "nTherm, LLC") For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

nTherm, LLC will be filing an application with the Pennsylvania Public Utility Commission ("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. nTherm, LLC proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

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

By and through Counsel:  
Amy Seneshen  
nTherm, LLC  
1430 Larimer Street, Suite 302  
Denver, CO 80202  
888-845-3402  
303-845-9609

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DEC 13 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

~~RECEIVED~~

~~NOV 20 2018~~

~~PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU~~

### 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:

#### 30 of November, 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.

*K. Flaherty*  
\_\_\_\_\_  
PG Publishing Company

Sworn to and subscribed before me this day of:  
November 30, 2018

*Elizabeth R. Chmura*  
\_\_\_\_\_  
Notary Public

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

nTherm, LLC  
1640 Gulf to Bay Blvd  
Ste 1  
Clearwater Florida 33755

To PG Publishing Company

Total ----- \$465.00

#### 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 *Arnold J. Arbutnot*  
\_\_\_\_\_  
Arnold J. Arbutnot

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

#### COPY OF NOTICE OR PUBLICATION

##### PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of nTherm, LLC (d/b/a "nTherm, LLC") For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.

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By and through Counsel:  
Amy Seneshen  
nTherm, LLC  
1430 Lanier Street,  
Suite 302  
Denver, CO 80202  
888-865-3402  
303-845-9609

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DEC 13 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# Pittsburgh Post-Gazette

## Payment Receipt

Receipt No.	11815	Receipt Date	11/28/2018	Receipt Amount	
Receipt From	nTherm, LLC			\$ 465.00	
Payment Type	Credit card				
Check No.					
Check Date		Collector	Pam Reed		
Details					

RECEIVED

DEC 13 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# Pittsburgh Post-Gazette

Classified Liner Ad Proof

Client:

nTherm, LLC

Account # 18146 Ad #

Phone: 727-441-2787

Fax:

Address: 1640 Gulf to Bay Blvd  
Ste 1  
Clearwater, Florida 33755

Sales Rep.:

Pam Reed

Phone:

Fax:

Email: preed@post-gazette.com

Entry date: 9/14/2018 9:26 AM

Class.: Legals

Requested By:

Start Date: 9/19/2018

End Date: 9/19/2018

Nb. of Inserts: 1

Dimensions: 1.21 x 6.01 in x 1 col.

Publications: Pittsburgh Post Gazette

PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION  
NOTICE

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By and through Counsel: Amy  
Seneshen  
nTherm, LLC  
1430 Larimer Street,  
Suite 302  
Denver, CO 80202  
888-865-3402  
303-645-9609

Total Price: \$ 465.00

Paid Amount: \$ 0.00

Balance: \$ 0.00

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DEC 13 2018

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PROOF OF PUBLICATION  
In  
THE ERIE TIMES-NEWS  
COMBINATION EDITION

nTherm LLC  
1430 Larimer Street Ste 302  
Denver CO 80202

REFERENCE: 96964 332657  
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: 09/08/18

TOTAL COST: \$476.00 AD SPACE: 0 Lines

FILED ON: 09/08/18

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE

*Application of nTherm, LLC (d/b/a "nTherm, LLC") For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.*

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By and through Counsel: Amy Seneshen  
nTherm, LLC  
1430 Larimer Street, Suite 302  
Denver, CO 80202  
888-865-3402  
303-845-9609

F332657

Sworn to and subscribed before me this 4th day of December 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

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DEC 13 2018

## Payment Receipt

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Account: 96964  
Name: nTherm LLC  
Care of:  
Addr1: 1430 Larimer Street Ste 302  
Addr2:  
City/State/Zip: Denver CO 80202

Phone: 813-210-5050

Ticket #: 0  
Billing Note: Replacement affidavit  
PO #:

Ad Start Date: 01/01/1900

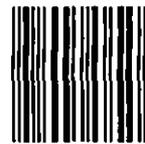
Amount Paid: 40.00  
Payment Date: 12/04/18  
Payment Type: CREDIT  
Card/CheckNo:  
Received By: mooreb

Pyrmnt Batch# Batch - 4392  
Card Type:  
Card#: XXXXXXXXXXXXX4732  
Approval No: 4148

PRESS FIRMLY TO SEAL



1007



17120

U.S. POSTAGE PAID  
PME 1-Day  
CLEARWATER, FL  
33758  
SEP 27 18  
AMOUNT  
**\$24.70**  
R2304N118490-70



EL766076922US

ALL COPIES LEGIBLE.

**CUSTOMER USE ONLY**

FROM: (PLEASE PRINT) PHONE ( )

NTI, LLC  
1640 ...  
CLEARWATER, FL 33758

NATIONAL USE



**PRIORITY  
★ MAIL ★  
EXPRESS™**

PAYMENT BY ACCOUNT (if applicable)

**NOTES (Customer Use Only)**

**REQUIRED** Note: The mailer must check the "Signature Required" box if the mailer: 1) ...  
2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) ...  
except service. If the box is not checked, the Postal Service will leave the item in the addressee's ...  
other secure location without attempting to obtain the addressee's signature on delivery.

Saturday Delivery (delivered next business day)  
Sunday/Holiday Delivery Required (additional fee, where available\*)  
3:00 AM Delivery Required (additional fee, where available\*)  
Refer to USPS.com® or local Post Office™ for availability

TO: (PLEASE PRINT) PHONE ( )

4 ...  
... 17120

ZIP + 4® (U.S. ADDRESSES ONLY)

**ORIGIN (POSTAL SERVICE USE ONLY)**

<input type="checkbox"/> 1-Day		<input type="checkbox"/> 2-Day		<input type="checkbox"/> Military		<input type="checkbox"/> DPO	
PO ZIP Code	Scheduled Delivery Date (MM/DD/YY)	Postage					
33755	9-28-18	\$ 24.70					
Date Accepted (MM/DD/YY)	Scheduled Delivery Time	Insurance Fee	COD Fee				
9-27-18	<input type="checkbox"/> 10:30 AM <input type="checkbox"/> 3:00 PM <input checked="" type="checkbox"/> 12 NOON	\$	\$				
Time Accepted	10:30 AM Delivery Fee	Return Receipt Fee	Live Animal Transportation Fee				
2:25 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	\$	\$	\$				
Special Handling/Fragile	Sunday/Holiday Premium Fee	Total Postage & Fees					
\$	\$	\$ 24.70					
Weight	Acceptance Employee Initials						
lbs 3.2075	RP						

**DELIVERY (POSTAL SERVICE USE ONLY)**

Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	
Delivery Attempt (MM/DD/YY)	Time	Employee Signature
	<input type="checkbox"/> AM <input type="checkbox"/> PM	

LABEL 11-B, OCTOBER 2016 PSN 7850-02-000-9996 3-ADDRESSEE COPY

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- \$100.00 Insurance included.

10:12:57 AM  
6922US

WRITE FIRMLY WITH...

VISIT US AT USPS.COM®  
ORDER FREE SUPPLIES ONLINE



SEAL

PRESS FIRMLY TO

PRORITY®  
MAIL ☆

DELIVERY SPECIFIED\*

TRACKING™ INCLUDED\*

ANCE INCLUDED\*

AVAILABLE

c only

INTERNATIONALLY,  
DECLARATION  
E REQUIRED.

EXPECTED DELIVERY DAY: 10/18/2018

USPS TRACKING NUMBER

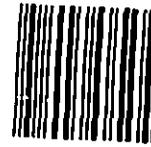


9505 5158 5303 8288 1764 65

FROM:



1006



17120

U.S. POSTAGE PAID  
PM 3-Day  
CLEARWATER, FL  
33755  
OCT 15, 18  
AMOUNT

\$6.70

R2305H127240-07



FROM: nTherm LLC  
1640 Gulf to Bay Blvd Ste 1  
Clearwater, FL 33755

TO: Pennsylvania Public  
Utility Commission Secretary  
2100 North Street,  
Keystone Building  
Harrisburg, PA 17120

RED

ES  
ICE®

VISIT US AT USPS.COM®  
ORDER FREE SUPPLIES ONLINE

Label 228, March 2016

FOR DOMESTIC AND INTERNATIONAL USE

**1 From**  
 Date: 11/5/12  
 Sender's FedEx Account Number: 382 6576393  
 Sender's Name: K...  
 Phone: ...  
 Company: ...  
 Address: ...  
 City: ... State: ... ZIP: ...

**2 Your Internal Billing Reference**

**3 To**  
 Recipient's Name: ...  
 Phone: ...  
 Company: ...  
 Recipient's Address: ...  
 We cannot deliver to P.O. boxes or P.O. ZIP codes.  
 Dept./Floor/Suite/Room: ...  
 Address: ...  
 To request a package be held at a specific FedEx location, print FedEx address here:  
 City: ... State: ... ZIP: ...

**4a Express Package Service** Packages up to 150 lbs.

1  FedEx Priority Overnight Next business morning.\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
 5  FedEx Standard Overnight Next business afternoon.\* Saturday Delivery NOT available.  
 6  FedEx First Overnight Earliest next business morning delivery to select locations.\* Saturday Delivery NOT available.  
 3  FedEx 2Day Second business day.\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Envelope rate not available. Minimum charge: One-pound rate.  
 20  FedEx Express Saver Third business day.\* Saturday Delivery NOT available.  
 \* To select locations.

**4b Express Freight Service** Packages over 150 lbs.

7  FedEx 1Day Freight\* Next business day.\*\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
 8  FedEx 2Day Freight Second business day.\*\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
 83  FedEx 3Day Freight Third business day.\*\* Saturday Delivery NOT available.  
 \*\* To most locations.

**5 Packaging**

6  FedEx Envelope\* 2  FedEx Pak\* Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak. 3  FedEx Box 4  FedEx Tube 1  Other  
 \* Declared value limit \$500.

**6 Special Handling**

3  SATURDAY Delivery Not available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.  
 1  HOLD Weekday at FedEx Location Not available for FedEx First Overnight.  
 31  HOLD Saturday at FedEx Location Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.  
 Does this shipment contain dangerous goods? One box must be checked.  
 No 4  Yes As per attached Shipper's Declaration.  Yes Shipper's Declaration not required.  
 6  Dry Ice Dry Ice, 5, UN 1845  
 Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.  Cargo Aircraft Only

**7 Payment Bill to:** Enter FedEx Acct. No. or Credit Card No. below.  Dttm Recip. Acct. No.

1  Sender Acct. No. in Section 1 will be billed. 2  Recipient 3  Third Party 4  Credit Card 5  Cash/Check

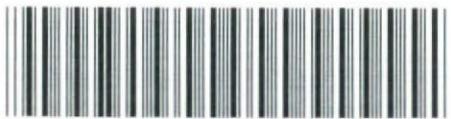
Total Packages: [Barcode] Total Weight: [Barcode]

<sup>1</sup> Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details.  Credit Card Auth.

**8 Residential Delivery Signature Options** If you require a signature, check Direct or Indirect.

No Signature Required Package may be left without obtaining a signature for delivery. 10  Direct Signature Someone at recipient's address may sign for delivery. Fee applies. 34  Indirect Signature If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

520



fedex.com 1800.GoFedEx 1800.463.3339

fedex.com 1800.GoFedEx 1800.463.3339

**1 From**  
 Date: 12/1/00  
 Sender's FedEx Account Number: 9820634373  
 Sender's Name: K. P. ...  
 Company: ...  
 Address: ...  
 City: ... State: CA ZIP: ...

**2 Your Internal Billing Reference**

**3 To**  
 Recipient's Name: ...  
 Company: ...  
 Recipient's Address: ...  
 City: ... State: ... ZIP: ...

**4a Express Package Service**  
 1  **FedEx Priority Overnight**  
 Next business morning\*\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
 5  **FedEx Standard Overnight**  
 Next business day\*\* Saturday Delivery NOT available.  
 6  **FedEx First Overnight**  
 Earliest next business morning delivery to select locations.\* Saturday Delivery NOT available.  
 3  **FedEx 2Day**  
 Second business day\*\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected. FedEx Envelope rate not available. Minimum charge: One-pound rate.  
 20  **FedEx Express Saver**  
 Third business day\*\* Saturday Delivery NOT available.  
 \* To meet locations.

**4b Express Freight Service**  
 7  **FedEx 1Day Freight\***  
 Next business day\*\* Friday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
 8  **FedEx 2Day Freight**  
 Second business day\*\* Thursday shipments will be delivered on Monday unless SATURDAY Delivery is selected.  
 83  **FedEx 3Day Freight**  
 Third business day\*\* Saturday Delivery NOT available.  
 \* Call for Confirmation. \*\* To meet locations.

**5 Packaging**  
 6  **FedEx Envelope\***  
 2  **FedEx Pak\***  
 Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak.  
 3  **FedEx Box**  
 4  **FedEx Tube**  
 1  **Other**  
 \* Declared value limit \$500.

**6 Special Handling**  
 3  **SATURDAY Delivery**  
 Not available for FedEx Standard Overnight, FedEx First Overnight, FedEx Express Saver, or FedEx 3Day Freight.  
 1  **HOLD Weekday at FedEx Location**  
 Not available for FedEx First Overnight.  
 31  **HOLD Saturday at FedEx Location**  
 Available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.  
 Include FedEx address in Section 3.  
 Does this shipment contain dangerous goods?  
 One box must be checked.  
 4  No  
 4  Yes As per attached Shipper's Declaration.  
 Yes Shipper's Declaration not required.  
 6  Dry Ice  
 Dry ice, 9, UN 1845  
 Dangerous goods (including dry ice) cannot be shipped in FedEx packaging.  Cargo Aircraft Only

**7 Payment Bill to:**  
 Enter FedEx Acct. No. or Credit Card No. below.  
 1  Sender Acct. No. in Section 1 will be billed.  
 2  Recipient  
 3  Third Party  
 4  Credit Card  
 5  Cash/Check  
 Obtain Recip. Acct. No.

Total Packages: [Barcode]  
 Total Weight: [Barcode]

Our liability is limited to \$100 unless you declare a higher value. See the current FedEx Service Guide for details. Credit Card Auth.

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 No Signature Required: 10   
 Package may be left without obtaining a signature for delivery.  
 Direct Signature: 34   
 Someone at recipient's address may sign for delivery. Fee applies.  
 Indirect Signature: 34   
 If no one is available at recipient's address, someone at a neighboring address may sign for delivery. Fee applies.

520



8625 3588 4920

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fedex.com 1800.GoFedEx 1800.463.3339