



6653 Main Street  
Williamsville, NY 14221  
Phone: (716) 632-1800  
Fax: (716) 632-1818

May 18, 2020

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

**Re: EnergyMark, LLC Revised EGS Supplier Application License A-2019-3014449**

Ms. Chiavetta:

This letter is to advise the Commission that EnergyMark is filing a revised application with an updated approved version of the disclosure.

Sincerely,

*Cragg Chaffee*

Cragg Chaffee  
Vice President

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of **EnergyMark, LLC**, d/b/a N/A, for approval to offer, render, furnish, or supply electricity services as a Supplier of electricity to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

### 1. IDENTIFICATION AND CONTACT INFORMATION

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

EnergyMark, LLC  
6653 Main Street  
Williamsville, NY 14221  
Phone: (716) 632-1800  
Fax: (716) 632-1818  
Website: www.energymarkllc.com

- 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.

United Corporate Services, Inc.  
3631 North Front Street  
Harrisburg, PA 17110  
Phone: 800-899-8648  
Fax: 914-949-9618

- 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.

EnergyMark, LLC  
Cragg Chaffee  
General Manager  
6653 Main Street  
Williamsville, NY 14221  
Phone: (716) 632-1800  
Fax: (716) 632-1818  
Email: cchaffee@energymarkllc.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Guy J. Agostinelli, Esq.  
Zdarsky, Sawicki & Agostinelli LLP  
404 Cathedral Place  
298 Main Street  
Buffalo, New York 14202  
Phone: (716) 855-3200  
Fax: (716) 855-3101

- 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.

EnergyMark, LLC  
Cragg Chaffee  
General Manager  
6653 Main Street  
Williamsville, NY 14221  
Phone: (716) 632-1800  
Fax: (716) 632-1818  
Email: cchaffee@energymarkllc.com

EnergyMark, LLC  
Luke Marchiori  
Director, Electric Supply  
6653 Main Street  
Williamsville, NY 14221  
Phone: (716) 632-1800  
Fax: (716) 632-1818  
Email: lmarchiori@energymarkllc.com

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

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

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

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

**or**

The Applicant will not be using a fictitious name.

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

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

The Applicant is a sole proprietor.

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

**or**

The Applicant is a:

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

foreign limited liability limited partnership (15 Pa. C.S. §8211)

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

**or**

The Applicant is a:

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

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

Gary A. Marchiori, President  
Timothy D. Wright, Vice President  
6653 Main Street  
Williamsville, NY 14221

The Applicant is incorporated in the state of New York.

### **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.

South Jersey Energy Co.  
#1 South Jersey Plaza, Route 54  
Folsom, NJ 08037



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.

EnergyMark does not have any predecessors that have done business in Pennsylvania.

#### 4. OPERATIONS

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

Definitions

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

The Applicant is presently doing business in Pennsylvania as a

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

EnergyMark is a Natural Gas Supplier in Pennsylvania in the National Fuel 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):

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

Provide electric supply and risk management services to consumers in the Commonwealth of Pennsylvania.

- 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         |   |
|   | <input checked="" type="checkbox"/> Entire Commonwealth of PA |

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

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

- f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth. 10/1/19

## 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.

EnergyMark does not have any proceedings to list.

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

N/A

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, 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.

EnergyMark has no actions or complaints to list

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

N/A

## 6. PROOF OF SERVICE

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

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

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

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

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

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

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

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



**Pike County Light & Power Company:**  
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  
**Duquesne Light:**  
Regulatory Affairs  
Duquesne Light Company  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

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

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

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

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

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

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

## 7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2809(c)(1)(i), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...
- 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.  
MW Energy - 67% ownership  
South Jersey Energy Company – 33% ownership
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K).  
(SEC/EDGAR web addresses are sufficient)
- 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.
- See Attached Dun and Bradstreet credit report for EnergyMark, LLC
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements exhibiting accounts over a minimum two-year period.

See Attached Audited financial statements for EnergyMark, LLC (confidential)

**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.

EnergyMark, LLC is able to fund operations through positive earnings and cash flows. EnergyMark also has available a working capital revolving credit facility with South Jersey Energy.

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

N/A

**d. ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

**Lumsden & McCormick LLP**  
403 Main St.  
Suite 430  
Buffalo, NY 14203  
Phone: (716) 856-3300

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

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

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

## 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.  
EnergyMark has been serving electric customers in New York State since 2012 on National Grid, RG&E, and NYSEG through the NYISO
- Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.  
  
See Attached for EnergyMark, LLC
- Type of customers and number of customers Applicant currently serves in other jurisdictions.  
  
EnergyMark currently serves over 14,000 natural gas and electric residential, commercial, industrial, and public authority customers in New York.
- Staffing structure and numbers as well as employee training commitments.  
  
EnergyMark has 16 Full Time employees with experience in both the natural gas and electric industry.  
  
Senior management worked for utility and pipeline companies and has over 30 years of experience in the industry.
- 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.  
  
EnergyMark is in the process of applying for membership in PJM and has the competency to operate as an EGS within the Commonwealth.

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.

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.

EnergyMark maintains a quality assurance plan and associated standards training.

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.

Gary A. Marchiori, President –Resume attached  
Tim Wright, Vice-President – Resume attached

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 ER-13-291-001.
- Not applicable

## 9. DISCLOSURE STATEMENTS:

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

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

## 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.

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

## 11. AFFIDAVITS

**Must be notarized before filing.**

- a. **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.
- b. **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

## 12. NEWSPAPER PUBLICATIONS

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

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

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

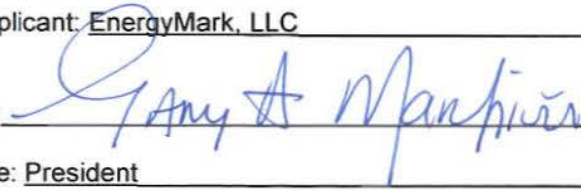
The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item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

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

*(Example Publications are provided at Appendices K and L)*

13. SIGNATURE

Applicant: EnergyMark, LLC

By: 

Title: President



Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of New York :

: ss.

County of Erie :

Gary A. Marchiori, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

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

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

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

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

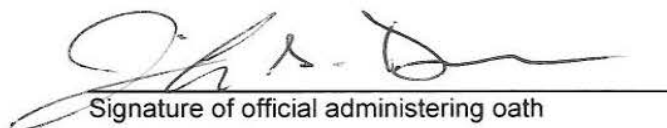
That the Applicant herein EnergyMark, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

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

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

  
Signature of Affiant

Sworn and subscribed before me this 25<sup>th</sup> day of October, 2019.

  
Signature of official administering oath

My commission expires 9/8/2022.

Notary Public  
State of New York  
**JENNIFER S. DEAN**  
Qualified in Erie County  
My Commission Expires Sept. 8, 2022  
#1706413449



## Appendix B

# OPERATIONS AFFIDAVIT

[Commonwealth/State] of New York :

: ss.

County of Erie :

Gary A. Marchiori, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

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

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

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

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

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

  
Signature of Affiant

Sworn and subscribed before me this 25<sup>th</sup> day of October, 20 19.

  
Signature of official administering oath

My commission expires 9/8/2022.

Notary Public  
State of New York  
JENNIFER S. DEAN  
Qualified in Erie County  
My Commission Expires Sept. 8, 20 22  
#1DE6413449



**EnergyMark, LLC**

BUY LOCAL ENERGY

TO: Secretary's Office  
COMPANY: PA PUC

FROM: Cragg Chaffee  
ADDRESS: 6653 Main Street  
Williamsville, NY 14221

PHONE:  
FAX:

PHONE: (716) 632-1800  
FAX: (716) 632-1818

DATE: 10/29/2019  
RE: Attachment A

PAGES:

---

This section is Attachment A and contains documents that coincide with the section listed on the top of each page.

Section 2B

**State of New York**  
**Department of State** } ss:

I hereby certify, that TRANSIT ENERGY MARKETING, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 09/06/2009, and that the Limited Liability Company is existing so far as shown by the records of the Department.

A Certificate of Amendment TRANSIT ENERGY MARKETING, LLC, changing its name to ENERGYMARK, LLC, was filed 11/02/2009.



\*\*\*

*WITNESS my hand and the official seal  
of the Department of State at the City of  
Albany, this 11th day of July two  
thousand and eleven.*

A handwritten signature in black ink, appearing to read "Neil A. ...", is written over a faint circular stamp.

*First Deputy Secretary of State*

201107120042 02



UNI-37

091102000

153

DRAWDOWN

CERTIFICATE OF AMENDMENT OF THE  
ARTICLES OF ORGANIZATION OF  
TRANSIT ENERGY MARKETING, LLC  
Under Section 211 of the Limited Liability Company Law

ICC  
STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED NOV 02 2009  
TAXS \_\_\_\_\_  
BY BT

FILED  
2009 OCT -2 12:11:50

FILED BY:

EDARNO, SAWICKI & AGOSTINELLI LLP  
290 Main Street Suite 404  
Buffalo, New York 14202  
(716) 852-3000  
CUST. REF. # ENE40442

162

2009 OCT 30 PM 4:06  
RECEIVED

**STATE OF NEW YORK**  
**DEPARTMENT OF STATE**

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on November 2, 2009.

A handwritten signature in blue ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro  
First Deputy Secretary of State

Section 2B



**Department of  
Public Service**

**Public Service Commission**

**John B. Rhodes**  
Chair and  
Chief Executive Officer

**Gregg C. Sayre**  
**Diane X. Burman**  
**James S. Alesi**  
Commissioners

**Thomas Congdon**  
Deputy Chair and  
Executive Deputy

**John J. Sipos**  
Acting General Counsel  
**Kathleen H. Burgess**  
Secretary

Three Empire State Plaza, Albany, NY 12223-1350  
[www.dps.ny.gov](http://www.dps.ny.gov)

January 8, 2019

Mr. Gary A. Marchiori  
EnergyMark, LLC  
6653 Main Street  
Williamsville, NY 14221

RE: EnergyMark, LLC - Annual Compliance 2019

Dear Mr. Marchiori:

Thank you for your recent submittal pursuant to Section 2.D.1 of the New York State Department of Public Service's Uniform Business Practices (UBP). This letter is to inform you that the documentation submitted has been reviewed by Staff and determined to be in compliance with the UBP.

Be advised that to maintain your ESCO eligibility, you must notify Staff of any contact changes, substantive legal, financial or business-related changes to your company as they occur. If your business plan changes and you decide to expand your service offerings, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

If you are using vendors to provide ESCO related services (e.g., EDI), the ESCO remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors that you are now using.

Please do not hesitate to contact me with any further questions or concerns at (518) 474-5858 or [Kathleen.ORiley@dps.ny.gov](mailto:Kathleen.ORiley@dps.ny.gov).

Sincerely,

Office of Consumer Services



**4. Identify the Types and Locations of Markets**

For Eligible ESCOs that have completed Phase III Testing, place an “J” in the applicable cells of the table below to 1) designate the individual utility retail access programs in which you participate, and the customer market(s) in each program you serve; 2) indicate the commodities you offer in each service territory, and 3) indicate the billing options you offer in each territory. **If you are a new ESCO applying for eligibility, please leave this section blank. If you are an ESCO that has eligibility but are not serving, leave this section blank.**

Utility	Customer Markets		Commodity		Billing Options			
	Res	Non Res	Nat Gas	Electric	Utility Rate Ready	Utility Bill Ready	*Single Retailer	Dual Bill
Central Hudson						n/a	n/a	n/a
Con Edison						n/a	n/a	n/a
Coming Natural Gas	X	X	X	n/a	n/a	n/a	n/a	n/a
LIPA			n/a		n/a	n/a	n/a	n/a
National Grid (KEDNY, KEDLI)				n/a	n/a		n/a	n/a
National Grid (Upstate)	X	X	X	X	X	n/a	n/a	n/a
National Fuel Gas	X	X	X	n/a	X	n/a	X	X
NYSEG	X	X	X	X	n/a	X	n/a	n/a
Orange & Rockland						n/a	n/a	
Rochester Gas & Electric	X	X	X	X	n/a	X	n/a	n/a
St. Lawrence				n/a	n/a	n/a	n/a	n/a

The designation “N/A” indicates that either a commodity or billing option is not available in a specific service territory.

\*Single Retailer is also known as “ESCO Consolidated Billing”

7B

### Summary

Order Reference: dmansour@energymarkllc.com | Report as of: 07-29-2019 8:59 PM | using Currency as USD

## ENERGYMARK, LLC

Tradestyle(s): -

**ACTIVE** **SINGLE LOCATION**

**Address:** 6653 Main St Ste 1, Williamsville, NY,  
14221, UNITED STATES  
**Phone:** (716) 632-1800  
**D-U-N-S:** 83-268-6880  
**In Portfolio:** No

<b>Failure Score</b>  82 (No change since last month)	<b>Delinquency Score</b>  99 (No change since last month)	<b>Age of Business</b>  15 years 2004 Year Started	<b>Employees</b>  12
--	--	---	----------------------------

### Company Profile

**D-U-N-S**  
83-268-6880

**Legal Form**  
Partnership

**History Record**  
Clear

**Ownership**  
Not publicly traded

**Mailing Address**  
United States  
**Telephone**  
(716) 632-1800  
**Present Control Succeeded**  
2009

**Employees**  
12  
**Age (Year Started)**  
15 years (2004)  
**Named Principal**  
Timothy Wright, MBR  
**Line of Business**  
Natural gas distribution

### Risk Assessment

#### Overall Business Risk



#### Maximum Credit Recommendation

**US\$ 60,000**

Dun & Bradstreet Thinks...

- Overall assessment of this organization over the next 12 months: **VERY STABLE CONDITION**
- Based on the predicted risk of business discontinuation: **HIGH LIKELIHOOD OF CONTINUED OPERATIONS**
- Based on the predicted risk of severely delinquent payments: **VERY LOW POTENTIAL FOR SEVERELY DELINQUENT PAYMENTS**

The recommended limit is based on a low probability of severe delinquency.

### D&B Viability Rating

#### Portfolio Comparison Score



Low Risk (1)

High Risk (9)

Company's risk level is: **LOW**

Probability that a company will go out of business, become dormant/inactive, or file for bankruptcy/insolvency within the next 12 months: **3.00 %**

### Failure Score Formerly Financial Stress Score



Low Risk (100)

Company's risk level is: **LOW-MODERATE**

Probability of failure over the next 12 months: **0.09 %**

#### Past 12 Months



High Risk (1)

### Delinquency Score Formerly Commercial Credit Score



Low Risk (100)

Company's risk level is: **LOW**

Probability of delinquency over the next 12 months: **0.73 %**

#### Past 12 Months



High Risk (1)

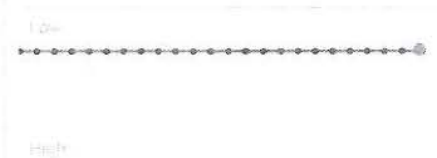
### PAYDEX®



Low Risk (100)

Pays On Time

#### Past 24 Months



High Risk (0)

### D&B Rating

Current Rating as of 05-03-2019

#### Employee Size

**1R**: 10 employees and over

#### Risk Indicator

**2**: Low Risk

Previous Rating

#### Financial Strength

**3A**: US\$ 1,000,000 to US\$ 9,999,999 in Net Worth or Equity

#### Risk Indicator

**2**: Low Risk



### Legal Events

Events	Occurrences	Last Filed
Bankruptcies	0	-
Judgements	0	-
Liens	0	-
Suits	0	-
UCC	20	04-28-2016

### Trade Payments

#### Highest Past Due

US\$ 0

Highest Now Owing  
**US\$ 1,000**

Total Trade Experiences  
**5**

Largest High Credit  
**US\$ 1,000**

Average High Credit  
**US\$ 533**

### Ownership

This company is a **Single Location**

### Financial Overview

This company does not have a Financial Summary.

### Country/Regional Insight

#### United States



#### Risk Category

LOW

Low Risk

MODERATE

HIGH

High Risk

A shift towards greater monetary accommodation looks all but certain.

8A



**Department of  
Public Service**

**Public Service Commission**  
**John B. Rhodes**  
Chair and  
Chief Executive Officer

**Gregg C. Sayre**  
**Diane X. Burman**  
**James S. Alesi**  
Commissioners

**Thomas Congdon**  
Deputy Chair and  
Executive Deputy

**John J. Sipos**  
Acting General Counsel

**Kathleen H. Burgess**  
Secretary

Three Empire State Plaza, Albany, NY 12223-1350  
[www.dps.ny.gov](http://www.dps.ny.gov)

January 8, 2019

Mr. Gary A. Marchiori  
EnergyMark, LLC  
6653 Main Street  
Williamsville, NY 14221

RE: EnergyMark, LLC - Annual Compliance 2019

Dear Mr. Marchiori:

Thank you for your recent submittal pursuant to Section 2.D.1 of the New York State Department of Public Service's Uniform Business Practices (UBP). This letter is to inform you that the documentation submitted has been reviewed by Staff and determined to be in compliance with the UBP.

Be advised that to maintain your ESCO eligibility, you must notify Staff of any contact changes, substantive legal, financial or business-related changes to your company as they occur. If your business plan changes and you decide to expand your service offerings, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

If you are using vendors to provide ESCO related services (e.g., EDI), the ESCO remains fully responsible for any activities the vendors perform. If you have not already done so, or if you have changed vendors since last reporting them to us, please provide Staff a list with contact information for all vendors that you are now using.

Please do not hesitate to contact me with any further questions or concerns at (518) 474-5858 or [Kathleen.ORiley@dps.ny.gov](mailto:Kathleen.ORiley@dps.ny.gov).

Sincerely,

Office of Consumer Services

#### 4. Identify the Types and Locations of Markets

For Eligible ESCOs that have completed Phase III Testing, place an "X" in the applicable cells of the table below to 1) designate the individual utility retail access programs in which you participate, and the customer market(s) in each program you serve; 2) indicate the commodities you offer in each service territory, and 3) indicate the billing options you offer in each territory. If you are a new ESCO applying for eligibility, please leave this section blank. If you are an ESCO that has eligibility but are not serving, leave this section blank.

Utility	Customer Markets		Commodity		Billing Options			
	Res	Non Res	Nat Gas	Electric	Utility Rate Ready	Utility Bill Ready	*Single Retailer	Dual Bill
Central Hudson						n/a	n/a	n/a
Con Edison						n/a	n/a	n/a
Coming Natural Gas	X	X	X	n/a	n/a	n/a	n/a	n/a
LIPA			n/a		n/a	n/a	n/a	n/a
National Grid (KEDNY, KEDLI)				n/a	n/a		n/a	n/a
National Grid (Upstate)	X	X	X	X	X	n/a	n/a	n/a
National Fuel Gas	X	X	X	n/a	X	n/a	X	X
NYSEG	X	X	X	X	n/a	X	n/a	n/a
Orange & Rockland						n/a	n/a	
Rochester Gas & Electric	X	X	X	X	n/a	X	n/a	n/a
St. Lawrence				n/a	n/a	n/a	n/a	n/a

The designation "N/A" indicates that either a commodity or billing option is not available in a specific service territory.

\*Single Retailer is also known as "ESCO Consolidated Billing"



## GARY A. MARCHIORI

### Energy Industry Experience:

2/10 – Present	President, EnergyMark, LLC. Natural Gas, Liquids, and Power supply company, Energy consulting, Energy Asset Management, Utilities Consultant, NYS Community Choice Aggregator
4/06 – 2/10	Vice President, NorthEast Region -Constellation NewEnergy – Gas Division Amherst, NY
10/02 – 4/06	Managing Partner, NOCO Energy Marketing, LLC, Buffalo, NY
10/96 – 10/02	Regional Marketing Director - Texaco Natural Gas Inc., Williamsville, NY
7/85 – 10/96	National Fuel Gas Company, Buffalo, NY National Fuel Gas Supply Corp. 4/93 – 10/96 National Fuel Gas Distribution Corp. 7/85-4/93

### EDUCATION:

State University of New York at Buffalo  
Master of Business Administration 1991

Indiana University of Pennsylvania 1976  
Bachelor of Science, Marketing/Accounting

University of Michigan  
Executive management program 1992

Illinois Institute of Gas Technology, Chicago, IL  
Chartered Industrial Gas Consultant

### PROFESSIONAL ORGANIZATIONS:

Vice Pres. Independent Oil & Gas Association of New York  
Director, Town of Tonawanda Development Corp.  
Director, Clean Communities of Western NY  
Director, Art Park  
Chairman, Wholesale Energy Committee , National Energy Supply Association

## TIMOTHY D. WRIGHT

### EMPLOYMENT:

2/10 – Present	EnergyMark, LLC, Buffalo, NY	Vice President
4/06 – 2/10	Constellation NewEnergy Gas, Buffalo, NY	Regional Sales Manager
10/02 – 4/06	NOCO Energy Marketing, Buffalo, NY	Managing Partner
3/98 – 10/02	Texaco Natural Gas Inc., Buffalo, NY	Energy Consultant
12/89 – 3/98	National Fuel Gas Company, Buffalo, NY	
	National Fuel Resources, Inc. 4/96 – 3/98	
	National Fuel Gas Distribution Corp. 12/89 – 4/96	
4/88 – 12/89	General Electric, Syracuse, NY	

### EDUCATION:

Niagara University, Lewiston, NY

Master of Business Administration      1996    G.P.A. 3.65 (magna cum laude)

Bachelor of Arts                              1988    G.P.A. 3.64 (magna cum laude)

Illinois Institute of Gas Technology, Chicago, Illinois

### Professional Organizations:

Member, Independent Oil & Gas Association of New York

9.



**Contract and Disclosure Statement Summary**  
**Pennsylvania Residential Contract**

Customer Disclosure Statement	
Electric Generation Supplier Information:	EnergyMark, LLC is your electric generation supplier. You can call us at our toll-free number (888) 885-1955 between 8:00 AM and 5:00 PM eastern prevailing time (not including weekends or holidays) or email us at customerservice@energymarkllc.com. We are responsible for costs associated with the generation and transmission of your electricity supply.
Price Structure:	Customer's Price will vary monthly, without ranges/ceilings for the Guaranteed Rate Plan. Prices are based on current market conditions in PJM and the EDC's Price-to-compare over a 12-month lookback to ensure Customer achieves a guaranteed savings. Under the Guaranteed rate plan the price can change monthly and customer will be notified of the new price monthly on their bill. This price is Guaranteed to be less than the EDC's price to compare over a 12-month lookback. If the Customer leaves before 12 months and paid more than the EDC's price to compare, customer will be refunded the difference between what they paid and the EDC's price to compare to achieve a savings. Your price includes the Gross Receipts Tax, but excludes applicable state and local Sales Tax.
Generation/Supply Price:	The price for the first billing period will be \$___ / kWh.
Statement Regarding Savings:	This Contract offers a Guaranteed Savings compared to the EDC's price to compare over a 12-month lookback.
Deposit Requirement	None.
Incentives:	There are no offers currently available.
Contract Start Date:	We will begin supplying electricity to your account on a date set by your EDC following your enrollment for the term stated below and shall continue until the Term End Date.
Contract Term/Length:	___ Months
Cancellation/Cancellation Fees:	If you cancel this contract prior to the end of the term we may access a Cancellation fee. The Cancellation fee, if applicable and assessed, shall be \$99 for agreements with 12 or less months remaining and \$199 for agreements with more than 12 months remaining.
Renewal Terms:	If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Company will explain Customers options in these two advance notifications.
Electric Distribution Company Information	Your EDC is responsible for distribution charges. In cases of emergencies relating to your service, such as a power outage, please call your EDC listed on page 4 of this Contract



9.



**ELECTRIC RESIDENTIAL AND SMALL COMMERCIAL SUPPLIER CONTRACT, DISCLOSURE SUMMARY, AND TERMS AND CONDITIONS (CHOICE POOL)**

<b>COMPANY PUC License</b> _____ Company: EnergyMark, LLC Address: 6653 Main St. City / State / Zip: Williamsville, NY 14221  <b>Attn:</b> Customer Service <b>Phone:</b> (716) 632-1800 <b>Fax:</b> (716) 632-1818 <b>Email:</b> <a href="mailto:customersupport@energymarkllc.com">customersupport@energymarkllc.com</a> Disclosure: EnergyMark is responsible for electric supply charges.	<b>CUSTOMER</b> Customer: _____ Address: _____ City / State / Zip: _____  <b>Attn:</b> _____ <b>Phone:</b> _____ <b>Fax:</b> _____ <b>Email:</b> _____				
<b>Account Information</b>					
Account #	Utility	Service Address	City	State	Zip
<b>QUANTITY:</b> The Customer's full Electric requirements for the account(s) listed above.					
<b>Initial Term</b>					
<b>Start Month:</b> _____		<b>End Month:</b> _____		<b>Initial Term:</b> _____	
<b>Pricing</b>					
<b>Product Type</b>			<b>Start Month</b>		<b>Term</b>
*Guaranteed Rate Plan - @ Current Monthly Market Price.					Month-to-Month
<b>Billing Information</b>					
<b>DELIVERY POINT:</b> Electric Distribution Company, ("EDC") – EnergyMark, LLC Choice Pool.					
<b>Electric Distribution Company Information:</b> Your Utility is responsible for distribution charges. In cases of emergencies relating to your service, such as a power outage, please call your EDC listed on page 4 of this Contract.					
<b>THE TERMS AND CONDITIONS ON PAGE 2 ARE PART OF THIS CONTRACT.</b>					
<b>Company: EnergyMark, LLC</b>  Signature: _____  <b>Name:</b> Gary A. Marchiori  <b>Title:</b> President  <b>Date:</b> _____			<b>Customer:</b>  Authorized Signature: _____  <b>Name:</b> _____  <b>Title:</b> _____  <b>Date:</b> _____		



1. **Background:** EnergyMark, LLC is your electric generation supplier. You can call us at our toll-free number (888) 885-1955 between 8:00 AM and 5:00 PM eastern prevailing time (not including weekends or holidays) or email us at [customerservice@energymarkllc.com](mailto:customerservice@energymarkllc.com). We are responsible for costs associated with the generation and transmission of your electricity supply.
2. **Quantities and Type of Service:** Company agrees to sell to Customer, and Customer agrees to purchase from Company (each a "Party" or jointly "Parties"), the full electric requirements in accordance with the price and quantity on the terms and conditions specified in this Consumer Contract and Disclosure Statement (the "Contract"). Price and other terms of this Contract are subject to change as provided below. EnergyMark reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has signed this Contract. The words "we", "us" and "our" refer to EnergyMark. EnergyMark is an independent seller of electric generation service licensed by the Pennsylvania Utility Commission ("PUC"), license # A-2019-3014449, and is not representing or acting on behalf of the electric distribution company responsible for the service territory where you reside, i.e. PPL, PECO, West Penn Power, Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, or Duquesne Light (each referred to as the "Electric Distribution Company" or "EDC" or "Utility"), any governmental bodies, or consumer groups. You will receive written notification from the EDC confirming a pending switch of your electric generation supply. The Federal Energy Regulatory Commission regulates transmission prices and services.
3. **Term:** The initial term of the Contract is indicated in the "Contract Term/Length" section of the above Contract and Disclosure Statement Summary ("Summary") based on your election, Company will begin supplying electricity to your account at a date set by your EDC following your enrollment for the term stated and shall continue until the term End Date.
4. **Renewal Provisions/Agreement Expiration/Change in Terms:** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Company will explain Customers options in these two advance notifications.
5. **Variable Pricing:** Your price for the first billing period for electric generation service will be \$            /kWh. The Contract Term/Length is indicated in the "Generation/Supply Price" section of the above Summary, and Customer's Price will vary monthly, without ranges/ceilings for the Guaranteed Rate Plan. Prices are based on PJM's current market conditions and the EDC's Price-to-compare to ensure Customer achieves a guaranteed savings. Under the Guaranteed rate plan the price can change monthly and customer will be notified of the new price monthly on their bill. This price is Guaranteed to be less than the EDC's price to compare over a 12-month lookback. If the Customer leaves before 12 months and paid more than the EDC's price to compare, customer will be refunded the difference between what they paid and the EDC's price to compare to achieve a savings. This price includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Taxes. This Guaranteed Savings Rate does not include Distribution Charges (as defined below) or any other EDC charges (which will be invoiced by the EDC). More information about this variable price product, including what this price has been, can be found at [www.energymarkllc.com](http://www.energymarkllc.com) or you can call (888) 885-1955. However, please remember that past prices do not indicate present or future prices."
6. **Key Pricing Definitions:** Distribution charges: Are part of the basic service charges on every customer's bill for delivering electricity from the EDC to your home. The PUC regulates distribution prices and services. This charge will vary according to how much electricity you use.  
Generation charges: Charge for production of electricity.  
Transmission charges: Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
7. **Other Pricing Terms:** The variable price charged for electric generation service under this Contract is reflective of competitive market conditions, was not set or approved by the PUC and does not include any applicable taxes (other than gross receipt taxes) or local distribution company fees or charges, which will be charged by the EDC. Based on the information provided by you during your sign-up, this address is your personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the EDC bill. Accordingly, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for terminating this Contract at the end of the then-applicable Contract term as provided in the "Term" and "Renewal" sections. Under certain other circumstances, you may be responsible for payment of a Cancellation fee as provided in the "Cancellation" section below.
8. **Rescission:** You may cancel this Contract at any time before midnight of the third business day after receiving this disclosure by either notifying us in writing at the address provided below, emailing us at [customerservice@energymarkllc.com](mailto:customerservice@energymarkllc.com), or by phone by calling us at (888) 885-1955 and let us know that you would like to rescind this Contract.
9. **Penalties, Fees and Exceptions:** State law provides you with a 3-day rescission right from receipt of your written disclosure statement. If you cancel this contract outside of the 3-day rescission window you are subject to a Cancellation fee. The amount of such Cancellation fee, if applicable and assessed, shall be \$99 for agreements with 12 or less months remaining and \$199 for agreements with more than 12 months remaining. Any cancellation is effective on a date set by the EDC.
10. **Cancellation:** EnergyMark may cancel this Contract for any breach of this Contract upon 30 days' prior written notice to you of such cancellation. If you fail to cure within the 30-day notice period, we may cancel the Contract even if you subsequently cure the breach after such period has expired. EnergyMark may also cancel this Contract after providing the required regulatory notice to you due to a change in law or other act beyond our reasonable control or if we are no longer able to serve you. You may cancel this contract prior to the end of the applicable term for your convenience, in which case unless otherwise required by law you will be charged a cancellation fee. In addition, you will be charged a cancellation fee if we cancel this contract as a result of any breach of this contract or if you provide any false, inaccurate or misleading information. Upon any cancellation of this Contract, you will return to receiving default service from the EDC unless you have selected another electric generation supplier. The effective date of any termination will be on a date set by the EDC after expiration of the required notice period. Upon any cancellation, you will remain responsible for all obligations, including payment for electricity and related costs and charges incurred under this Contract prior to the effective date of cancellation including any applicable cancellation fees.
11. **Billings and Payments:** You will receive a single bill from your EDC that will contain your EDC's charges and EnergyMark's charges. If it is discovered within the past 4 years that there were undercharges or overcharges from EnergyMark, Customer will be entitled to a refund for overcharges and likewise Company will be entitled to bill and be paid for any undercharges. By signing and returning this Contract, Customer agrees to authorize the Utility to release Customer's consumption information to Company.
12. **Authorized Signature:** By signing this Contract Customer affirms that they are an authorized representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding contract
13. **Title:** Title to the electric sold hereunder shall pass to Customer at the Delivery Point(s). Company shall pay or cause to be paid all royalties, overriding royalties, and other amounts due on production of the electric, and hold Customer harmless against all such claims and charges. Company shall be deemed to be in control and possession of the electric and responsible for any injury or damage caused thereby until the electric is delivered at the Delivery Point(s). Once the electric is delivered at the Delivery Point(s), Customer shall be deemed to be in control and possession thereof and responsible for any injury or damage caused thereby.
14. **Taxes:** Unless Customer's Price indicates otherwise, the Price does not include any federal, Indian, state, or local sales, use, consumption taxes, import taxes, or similar taxes which may now or hereafter be imposed on the transfer of title or possession of the electric to Customer or on Customer's subsequent use or disposition thereof. Customer shall pay any such taxes directly to the taxing authority unless Company is required by law to collect and remit such taxes, in which case Customer shall reimburse Company for all amounts so paid. If Customer claims exemption from any such taxes, Customer shall provide Company a proper exemption certificate.



- 9.
15. **Force Majeure:** If either Party is unable to perform its obligations under this contract due to force majeure, other than Customer's obligation to pay for electric delivered hereunder, performance of such obligations shall be suspended until the force majeure is corrected. The Party claiming such inability shall give written notice thereof to the other Party as soon as practicable after the occurrence of the force majeure. Force majeure shall mean acts of God, strikes, lightning, fires, floods, explosions, storms or storm warnings, breakage of machinery or pipelines, sudden failure of electric supply, failure or curtailment of firm transportation, and any other causes not within the control of the Party claiming force majeure. Any suspension of obligations under this paragraph shall not extend the term of this Contract. During any curtailment caused by force majeure, Company's available supplies at the affected points shall be prorated, based on nominated volumes, among Company's firm customers receiving electric at those points.
  16. **Assignment:** This Contract may be assigned by Company without the prior written consent of Customer. If assigned by the Company the terms and conditions herein will remain unchanged. This Contract may not be assigned by Customer without prior written consent of Company. Change of control or ownership, merger or recapitalization of either Party shall not be considered an assignment.
  17. **Confidentiality:** Both Parties shall keep the terms of this Contract confidential except as may be required to effectuate transportation of the electric or to meet the requirements of a regulatory agency having jurisdiction over the matter for which information is sought.
  18. **Title and Indemnification:** Company warrants that it shall have the right to sell the electricity delivered and that such electricity shall be free from liens and adverse claims of any kind. Company will save and hold Customer harmless from all loss, damage and expense due to adverse claims against Customer for the electric delivered as related to Company's right to sell the electric delivered.
  19. **Entire Contract, Modification:** This is the complete Contract between the Parties and can only be amended in writing signed by both Parties.

However, Company may modify any terms that do not adversely affect Customer's Price, payment terms, or the length of this Contract at any time by notifying Customer of the change. In addition, Company may modify this contract based on changes to applicable tariffs, rules, regulations, or laws, including changes that adversely affect Company's ability to economically operate the program. This Contract shall be governed by and construed in accordance with laws of the Commonwealth of Pennsylvania. The services provided by the Utility will continue to be protected by the State's Residential and Nonresidential Rules.

20. **Consumer Contact Information:** Should Customer have any questions, request previous average monthly billed Prices for their rate class, or require additional information regarding this Contract, Customer can contact Company at [customerservice@energymarkllc.com](mailto:customerservice@energymarkllc.com), (716) 632-1800, or (888) 885-1955. or by mail at 6653 Main Street, Williamsville, NY 14221. Customer may also contact the Pennsylvania Public Utility Commission 1-800-692-7380, Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120, or at [www.puc.pa.gov](http://www.puc.pa.gov). Additional information on electric providers for Pennsylvania can be found at [www.papowerswitch.com](http://www.papowerswitch.com), by calling the Commission at 1-800-692-7380. Your EDC is responsible for distribution charges. In cases of emergencies relating to your service, such as a power outage, please call your EDC listed below.
21. **Dispute Resolution:** In the event of a billing dispute or a disconnect involving Company's service, Customer should contact Company's Customer Service Center. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. Customer may request the American Arbitration Association to appoint an arbitrator. The arbitrator shall not have the power to amend or add to this Contract. The decision of the arbitrator shall be confined to the issues(s) presented for arbitration. Subject to such limitation, the decision of the arbitrator shall be final and binding, except that any Party may petition a court of competent jurisdiction for review or errors of law. The decision of the arbitrator shall determine and specify how the expense of the arbitration shall be borne.

**Electric Distribution Company/Default Service Provider**

EDC	Address	Phone	Website
PPL	Two North Ninth Street (GENTW3) Allentown, PA 18101-1179	1-800-342-5775	<a href="https://www.ppielectric.com/">https://www.ppielectric.com/</a>
PECO	2301 Market Street Philadelphia, PA 19101-8699	1-800-841-4141	<a href="https://www.peco.com/Pages/default.aspx">https://www.peco.com/Pages/default.aspx</a>
West Penn Power	800 Cabin Hill Drive Greensburg, PA 15601-1689	1-888-544-4877	<a href="https://www.firstenergycorp.com/west_penn_power.html.html">https://www.firstenergycorp.com/west_penn_power.html.html</a>
Met-Ed	2800 Pottsville Pike Reading PA, 19612	1-888-544-4877	<a href="https://www.firstenergycorp.com/met_edison.html">https://www.firstenergycorp.com/met_edison.html</a>
Penelec	2800 Pottsville Pike Reading PA, 19612	1-888-544-4877	<a href="https://www.firstenergycorp.com/penelec.html">https://www.firstenergycorp.com/penelec.html</a>
Penn Power	2800 Pottsville Pike Reading PA, 19612	1-888-544-4877	<a href="https://www.firstenergycorp.com/penn_power.html">https://www.firstenergycorp.com/penn_power.html</a>
Duquesne Light	411 Seventh Street, MD 16-4 Pittsburgh, PA 15219	1-888-393-7000	<a href="https://www.duquesnelight.com/">https://www.duquesnelight.com/</a>
UGI	1 UGI Drive Denver, PA 17517	1-800-276-2722	<a href="https://www.ugi.com/">https://www.ugi.com/</a>
Citizens' Electric Company	1775 Industrial Boulevard Lewisburg, PA 17837	1-570-524-2231	<a href="https://citizenselectric.com/">https://citizenselectric.com/</a>
Wellsboro Electric Company	33 Austin Street P. O. Box 138 Wellsboro, PA 16901	1-570-724-3516	<a href="https://wellsboroelectric.com/">https://wellsboroelectric.com/</a>
Pike County Light & Power Company	105 Schneider Lane, Milford, PA 18337	1-855-855-2050	<a href="https://pclpeg.com/">https://pclpeg.com/</a>





**Contract and Disclosure Statement Summary**  
**Pennsylvania Residential Contract**

Customer Disclosure Statement	
Electric Generation Supplier Information:	EnergyMark, LLC is your electric generation supplier. You can call us at our toll-free number (888) 885-1955 between 8:00 AM and 5:00 PM eastern prevailing time (not including weekends or holidays) or email us at customerservice@energymarkllc.com. We are responsible for costs associated with the generation and transmission of your electricity supply.
Price Structure:	Your contract price is fixed for the initial term of the plan.
Generation/Supply Price:	\$0. ___ /kWh
Statement Regarding Savings:	During the term of your Contract, the Price may be higher or lower than the Utility's Price-to- compare, which changes over time based upon your Utility's procurement structure. Therefore, savings are not guaranteed.
Deposit Requirement	None.
Incentives:	There are no offers currently available.
Contract Start Date:	We will begin supplying electricity to your account on a date set by your EDC following your enrollment for the term stated below and shall continue until the Term End Date.
Contract Term/Length:	___ Months
Cancellation/Cancellation Fees:	If you cancel this contract prior to the end of the term we may access a Cancellation fee. The Cancellation fee, if applicable and assessed, shall be \$99 for agreements with 12 or less months remaining and \$199 for agreements with more than 12 months remaining.
Renewal Terms:	If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Company will explain Customers options in these two advance notifications.
Electric Distribution Company Information	Your EDC is responsible for distribution charges. In cases of emergencies relating to your service, such as a power outage, please call your EDC listed on page 4 of this Contract.



**ELECTRIC RESIDENTIAL AND SMALL COMMERCIAL SUPPLIER CONTRACT, DISCLOSURE SUMMARY, AND TERMS AND CONDITIONS (CHOICE POOL)**

<b>COMPANY PUC License</b> _____ Company: EnergyMark, LLC Address: 6653 Main St. City / State / Zip: Williamsville, NY 14221  <b>Attn:</b> Customer Service Phone: (716) 632-1800 Fax: (716) 632-1818 Email: <a href="mailto:customersupport@energymarkllc.com">customersupport@energymarkllc.com</a> Disclosure: EnergyMark is responsible for electric supply charges.	<b>CUSTOMER</b> Customer: _____ Address: _____ City / State / Zip: _____  <b>Attn:</b> _____ Phone: _____ Fax: _____ Email: _____				
<b>Account Information</b>					
Account #	Utility	Service Address	City	State	Zip
<b>QUANTITY:</b> The Customer's full Electric requirements for the account(s) listed above.					
<b>Initial Term</b>					
Start Month:	End Month:	Initial Term:			
<b>Pricing</b>					
Product Type	Start Month	Term			
Fixed Rate: / kWh		36			
<b>Billing Information</b>					
<b>DELIVERY POINT:</b> Electric Distribution Company, ("EDC") – EnergyMark, LLC Choice Pool.					
<b>Electric Distribution Company Information:</b> Your Utility is responsible for distribution charges. In cases of emergencies relating to your service, such as a power outage, please call your EDC listed on page 4 of this contract.					
<b>THE TERMS AND CONDITIONS ON PAGE 2 ARE PART OF THIS CONTRACT.</b>					
<b>Company: EnergyMark, LLC</b>  Signature: _____  Name: Gary A. Marchiori  Title: President  Date: _____	<b>Customer:</b>  Authorized Signature: _____  Name: _____  Title: _____  Date: _____				



1. **Background:** EnergyMark, LLC is your electric generation supplier. You can call us at our toll-free number (888) 885-1955 between 8:00 AM and 5:00 PM eastern prevailing time (not including weekends or holidays) or email us at [customerservice@energymarkllc.com](mailto:customerservice@energymarkllc.com). We are responsible for costs associated with the generation and transmission of your electricity supply.
2. **Quantities and Type of Service:** Company agrees to sell to Customer, and Customer agrees to purchase from Company (each a "Party" or jointly "Parties"), the full electric requirements in accordance with the price and quantity on the terms and conditions specified in this Consumer Contract and Disclosure Statement (the "Contract"). Price and other terms of this Contract are subject to change as provided below. EnergyMark reserves the right to revoke its electricity offer for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has signed this Contract. The words "we", "us" and "our" refer to EnergyMark. EnergyMark is an independent seller of electric generation service licensed by the Pennsylvania Utility Commission ("PUC"), license # A-2019-3014449, and is not representing or acting on behalf of the electric distribution company responsible for the service territory where you reside, i.e. PPL, PECO, West Penn Power, Metropolitan Edison Company, Pennsylvania Electric Company, Pennsylvania Power Company, or Duquesne Light (each referred to as the "Electric Distribution Company" or "EDC" or "Utility"), any governmental bodies, or consumer groups. You will receive written notification from the EDC confirming a pending switch of your electric generation supply. The Federal Energy Regulatory Commission regulates transmission prices and services.
3. **Term:** The initial term of the Contract is indicated in the "Contract Term/Length" section of the above Contract and Disclosure Statement Summary ("Summary") based on your election, Company will begin supplying electricity to your account at a date set by your EDC following your enrollment for the term stated and shall continue until the term End Date.
4. **Renewal Provisions/Agreement Expiration/Change in Terms:** If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. Company will explain Customers options in these two advance notifications.
5. **Fixed Pricing:** Your price for electric generation service for the above Contract Term/Length is indicated in the "Generation/Supply Price" section of the above Summary, and will remain at the same price for the duration of the above Contract Term/Length. This price includes Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Taxes. This fixed price does not include Distribution Charges (as defined below) or any other EDC charges (which will be invoiced by the EDC).
6. **Key Pricing Definitions:** Distribution charges: Are part of the basic service charges on every customer's bill for delivering electricity from the EDC to your home. The PUC regulates distribution prices and services. This charge will vary according to how much electricity you use.  
Generation charges: Charge for production of electricity.  
Transmission charges: Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.
7. **Other Pricing Terms:** The fixed price charged for electric generation service under this Contract is reflective of competitive market conditions, was not set or approved by the PUC and does not include any applicable taxes (other than gross receipt taxes) or local distribution company fees or charges, which will be charged by the EDC. Based on the information provided by you during your sign-up, this address is your personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the EDC bill. Accordingly, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for terminating this Contract at the end of the then-applicable Contract term as provided in the "Term" and "Renewal" sections. Under certain other circumstances, you may be responsible for payment of an early Cancellation fee as provided in the "Cancellation" section below.
8. **Rescission:** You may cancel this Contract at any time before midnight of the third business day after receiving this disclosure by either notifying us in writing at the address provided below, emailing us at [customerservice@energymarkllc.com](mailto:customerservice@energymarkllc.com), or by phone by calling us at (888) 885-1955 and let us know that you would like to rescind this Contract.
9. **Penalties, Fees and Exceptions:** State law provides you with a 3-day rescission right from receipt of your written disclosure statement. If you cancel this contract outside of the 3-day rescission window you are subject to a Cancellation fee. If we cancel this contract because: you provide inaccurate or misleading information or you otherwise breach your obligations. Company reserves the right to assess a Cancellation fee. The amount of such Cancellation fee, if applicable and assessed, shall be \$99 for agreements with 12 or less months remaining and \$199 for agreements with more than 12 months remaining. Any cancellation is effective on a date set by the EDC.
10. **Cancellation:** EnergyMark may cancel this Contract for any breach of this Contract upon 30 days' prior written notice to you of such cancellation. If you fail to cure within the 30-day notice period, we may cancel the Contract even if you subsequently cure the breach after such period has expired. EnergyMark may also cancel this Contract after providing the required regulatory notice to you due to a change in law or other act beyond our reasonable control or if we are no longer able to serve you. You may cancel this contract prior to the end of the applicable term for your convenience, in which case unless otherwise required by law you will be charged a cancellation fee. In addition, you will be charged a cancellation fee if we cancel this contract as a result of any breach of this contract or if you provide any false, inaccurate or misleading information. Upon any cancellation of this Contract, you will return to receiving default service from the EDC unless you have selected another electric generation supplier. The effective date of any termination will be on a date set by the EDC after expiration of the required notice period. Upon any cancellation, you will remain responsible for all obligations, including payment for electricity and related costs and charges incurred under this Contract prior to the effective date of cancellation including any applicable cancellation fees.
11. **Billings and Payments:** You will receive a single bill from your EDC that will contain your EDC's charges and EnergyMark's charges. If it is discovered within the past 4 years that there were undercharges or overcharges from EnergyMark, Customer will be entitled to a refund for overcharges and likewise Company will be entitled to bill and be paid for any undercharges. By signing and returning this Contract, Customer agrees to authorize the Utility to release Customer's consumption information to Company.
12. **Authorized Signature:** By signing this Contract Customer affirms that they are an authorized representative vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding contract
13. **Title:** Title to the electric sold hereunder shall pass to Customer at the Delivery Point(s). Company shall pay or cause to be paid all royalties, overriding royalties, and other amounts due on production of the electric, and hold Customer harmless against all such claims and charges. Company shall be deemed to be in control and possession of the electric and responsible for any injury or damage caused thereby until the electric is delivered at the Delivery Point(s). Once the electric is delivered at the Delivery Point(s), Customer shall be deemed to be in control and possession thereof and responsible for any injury or damage caused thereby.
14. **Taxes:** Unless Customer's Price indicates otherwise, the Price does not include any federal, Indian, state, or local sales, use, consumption taxes, import taxes, or similar taxes which may now or hereafter be imposed on the transfer of title or possession of the electric to Customer or on Customer's subsequent use or disposition thereof. Customer shall pay any such taxes directly to the taxing authority unless Company is required by law to collect and remit such taxes, in which case Customer shall reimburse Company for all amounts so paid. If Customer claims exemption from any such taxes, Customer shall provide Company a proper exemption certificate.
15. **Force Majeure:** If either Party is unable to perform its obligations under this contract due to force majeure, other than Customer's obligation to pay for electric delivered hereunder, performance of such obligations shall be suspended until the force majeure is corrected. The Party claiming such inability shall give written notice thereof to the other Party as soon as practicable after the occurrence of the force majeure. Force majeure shall mean acts of God, strikes, lightning, fires, floods, explosions, storms or storm warnings, breakage of machinery or pipelines, sudden failure of electric supply, failure or curtailment of firm transportation, and any other causes not



9. within the control of the Party claiming force majeure. Any suspension of obligations under this paragraph shall not extend the term of this Contract. During any curtailment caused by force majeure, Company's available supplies at the affected points shall be prorated, based on nominated volumes, among Company's firm customers receiving electric at those points.
16. **Assignment:** This Contract may be assigned by Company without the prior written consent of Customer. If assigned by the Company the terms and conditions herein will remain unchanged. This Contract may not be assigned by Customer without prior written consent of Company. Change of control or ownership, merger or recapitalization of either Party shall not be considered an assignment.
  17. **Confidentiality:** Both Parties shall keep the terms of this Contract confidential except as may be required to effectuate transportation of the electric or to meet the requirements of a regulatory agency having jurisdiction over the matter for which information is sought.
  18. **Title and Indemnification:** Company warrants that it shall have the right to sell the electricity delivered and that such electricity shall be free from liens and adverse claims of any kind. Company will save and hold Customer harmless from all loss, damage and expense due to adverse claims against Customer for the electric delivered as related to Company's right to sell the electric delivered.
  19. **Entire Contract, Modification:** This is the complete Contract between the Parties and can only be amended in writing signed by both Parties. However, Company may modify any terms that do not adversely affect Customer's Price, payment terms, or the length of this Contract at any time by notifying Customer of the change. In addition, Company may modify this contract based on changes to applicable tariffs, rules, regulations, or laws, including changes that adversely affect Company's ability to economically operate the program. This Contract shall be

- governed by and construed in accordance with laws of the Commonwealth of Pennsylvania. The services provided by the Utility will continue to be protected by the State's Residential and Nonresidential Rules.
20. **Consumer Contact Information:** Should Customer have any questions, request previous average monthly billed Prices for their rate class, or require additional information regarding this Contract, Customer can contact Company at [customerservice@energymarkllc.com](mailto:customerservice@energymarkllc.com), (716) 632-1800, or (888) 885-1955. or by mail at 6653 Main Street, Williamsville, NY 14221. Customer may also contact the Pennsylvania Public Utility Commission 1-800-692-7380, Commonwealth Keystone Building 400 North Street Harrisburg, PA 17120, or at [www.puc.pa.gov](http://www.puc.pa.gov). Additional information on electric providers for Pennsylvania can be found at [www.papowerswitch.com](http://www.papowerswitch.com), by calling the Commission at 1-800-692-7380. EDC is responsible for distribution charges. In cases of emergencies relating to your service, such as a power outage, please call your EDC listed below:
  21. **Dispute Resolution:** In the event of a billing dispute or a disconnect involving Company's service, Customer should contact Company's Customer Service Center. Customer may also contact the PA PUC if they are not satisfied after discussing the issue with EnergyMark. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. Customer may request the American Arbitration Association to appoint an arbitrator. The arbitrator shall not have the power to amend or add to this Contract. The decision of the arbitrator shall be confined to the issues(s) presented for arbitration. Subject to such limitation, the decision of the arbitrator shall be final and binding, except that any Party may petition a court of competent jurisdiction for review or errors of law. The decision of the arbitrator shall determine and specify how the expense of the arbitration shall be borne.

### Electric Distribution Company/Default Service Provider

EDC	Address	Phone	Website
PPL	Two North Ninth Street (GENTW3) Allentown, PA 18101-1179	1-800-342-5775	<a href="https://www.pplelectric.com/">https://www.pplelectric.com/</a>
PECO	2301 Market Street Philadelphia, PA 19101-8699	1-800-841-4141	<a href="https://www.peco.com/Pages/default.aspx">https://www.peco.com/Pages/default.aspx</a>
West Penn Power	800 Cabin Hill Drive Greensburg, PA 15601-1689	1-888-544-4877	<a href="https://www.firstenergycorp.com/west_penn_power.html.html">https://www.firstenergycorp.com/west_penn_power.html.html</a>
Met-Ed	2800 Pottsville Pike Reading PA, 19612	1-888-544-4877	<a href="https://www.firstenergycorp.com/met_edison.html">https://www.firstenergycorp.com/met_edison.html</a>
Penelec	2800 Pottsville Pike Reading PA, 19612	1-888-544-4877	<a href="https://www.firstenergycorp.com/penelec.html">https://www.firstenergycorp.com/penelec.html</a>
Penn Power	2800 Pottsville Pike Reading PA, 19612	1-888-544-4877	<a href="https://www.firstenergycorp.com/penn_power.html">https://www.firstenergycorp.com/penn_power.html</a>
Duquesne Light	411 Seventh Street, MD 16-4 Pittsburgh, PA 15219	1-888-393-7000	<a href="https://www.duquesnelight.com/">https://www.duquesnelight.com/</a>
UGI	1 UGI Drive Denver, PA 17517	1-800-276-2722	<a href="https://www.ugi.com/">https://www.ugi.com/</a>
Citizens' Electric Company	1775 Industrial Boulevard Lewisburg, PA 17837	1-570-524-2231	<a href="https://citizenselectric.com/">https://citizenselectric.com/</a>
Wellsboro Electric Company	33 Austin Street P. O. Box 138 Wellsboro, PA 16901	1-570-724-3516	<a href="https://wellsboroelectric.com/">https://wellsboroelectric.com/</a>
Pike County Light & Power Company	105 Schneider Lane, Milford, PA 18337	1-855-855-2050	<a href="https://pclpeg.com/">https://pclpeg.com/</a>

Section 12



The Patriot News  
LEGAL AFFIDAVIT

AD#: 0009286812

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 08/15/2019

*Victoria Soto*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 16th day of August 2019

*Crystal B. Rosensteel*

Notary Public

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

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE

Applications of **EnergyMark, LLC**  
For Approval To Offer, Render, or  
Furnish Services as a Supplier,  
Engaged in The Business Of Supplying  
Natural Gas Supply Services and  
Electricity, To The Public in The  
Commonwealth Of Pennsylvania.

**EnergyMark, LLC** will be filing an  
application with the Pennsylvania  
Public Utility Commission ("PUC") for  
a license to provide natural gas supply  
services as a supplier of natural gas.  
**EnergyMark, LLC** will also be filing an  
application with the PUC for a license  
to supply electricity services as a  
supplier of electric power.

**EnergyMark** proposes to sell  
electricity, natural gas, and related  
services in Citizens' Electric, Columbia  
Gas, Duquesne, Met Ed, PECO Peoples -  
Equitable, Peoples Natural Gas,  
Peoples Gas Company, Philadelphia  
Gas Works, PECO, Penelec, Penn  
Power, Pike, PPL, UGI, Valley Energy,  
Wellsboro, West Penn under the  
provisions of the new Natural Gas  
Choice and Competition Act and the  
Electricity Generation Customer  
Choice and Competition Act.

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

By and through Counsel:  
Guy J. Agostinelli, Esq.  
Zdarsky, Sawicki & Agostinelli LLP  
404 Cathedral Place  
298 Main Street  
Buffalo, New York 14202  
Phone: (716) 855-3200  
Fax: (716) 855-3101



Section 12

**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:

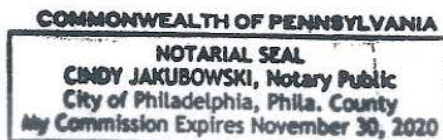
August 15, 2019

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 15th day of August 2019.

Notary Public

My Commission Expires:



**Copy of Notice of Publication**

**PENNSYLVANIA PUBLIC UTILITY COMMISSION  
NOTICE**  
Applications of EnergyMark, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity, To The Public In The Commonwealth Of Pennsylvania. EnergyMark, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. EnergyMark, LLC will also be filing an application with the PUC for a license to supply electricity services as a supplier of electric power. EnergyMark proposes to sell electricity, natural gas, and related services in Citizens' Electric, Columbia Gas, Duquesne, Met Ed, PECO Peoples & Equitable, Peoples Natural Gas, Peoples Gas Company, Philadelphia Gas Works, PECO, Penelec, Penn Power, Pike, PPL, UGI, Valley Energy, Welleboro, West Penn under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of EnergyMark, 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 EnergyMark's attorney at the address listed below.  
By and through Counsel: Guy J. Agostinelli, Esq.  
Zdarsky, Sawicki & Agostinelli LLP  
404 Cathedral Place  
298 Main Street  
Buffalo, New York 14202  
Phone: (716) 856-3200 Fax: (716) 856-3101



Section 12

No. \_\_\_\_\_ Term, \_\_\_\_\_

### 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 D. Rullo, 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:

**15 of August, 2019**

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

  
\_\_\_\_\_  
PG Publishing Company

Sworn to and subscribed before me this day of:  
August 15, 2019

  
\_\_\_\_\_  
Elizabeth R. Chmura

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

**STATEMENT OF ADVERTISING COSTS**  
EnergyMark, LLC  
6653 Main St.  
Williamsville New York 14221

To PG Publishing Company

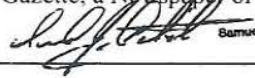
Total ----- \$480.50

### Publisher's Receipt for Advertising Costs

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

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

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

By  Samuel J. Arbutina

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

\_\_\_\_\_  
Attorney For

### COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE  
Applications of EnergyMark, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity, To The Public In The Commonwealth Of Pennsylvania.  
EnergyMark, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. EnergyMark, LLC will also be filing an application with the PUC for a license to supply electricity services as a supplier of electric power. EnergyMark proposes to sell electricity, natural gas, and related services in Citizens Electric, Columbia Gas, Duquesne, Met Ed, PECO Peoples - Equitable, Peoples Natural Gas, Peoples Gas Company, Philadelphia Gas Works, Penelec, Penn Power, Pike, PPL, UGI, Valley Energy, Wellsboro, West Penn under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.  
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of EnergyMark, 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 EnergyMark's attorney at the address listed below.  
By and through Counsel:  
Guy J. Agostinelli, Esq.  
Zdarsky, Sawicki & Agostinelli LLP  
404 Cathedral Place  
298 Main Street  
Buffalo, New York 14202  
Phone: (716) 855-3200  
Fax: (716) 855-3101

Section 12

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

ENERGY MARK, LLC  
CRAGG CHAFFEE  
6653 MAIN ST WILLIAMSVILLE NY 14221

Account # 634994  
Order # 82362355  
Ad Price: 283.00

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:

08/14/2019

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 14th day of August A.D., 2019

Sharon Venturi  
(Notary Public)

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

LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE  
Applications of EnergyMark, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity, To The Public In The Commonwealth Of Pennsylvania.

EnergyMark, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. EnergyMark, LLC will also be filing an application with the PUC for a license to supply electricity services as a supplier of electric power. EnergyMark proposes to sell electricity, natural gas, and related services in Citizens Electric, Columbia Gas, Duquesne, Met Ed, PECO Peoples-Equitables, Peoples Natural Gas, Peoples Gas Company, Philadelphia Gas Works, PECO, Pen-elec, Penn Power, Pike, PPL, UGI, Valley Energy, Wellsboro, West Penn under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

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

By and through Counsel:  
Guy J. Agostinelli, Esq.  
Zdarsky, Sawicki & Agostinelli LLP  
404 Cathedral Place  
298 Main Street  
Buffalo, New York 14202  
Phone: (716) 855-3200  
Fax: (716) 855-3101



Section 12

PROOF OF PUBLICATION  
In  
THE ERIE TIMES-NEWS  
COMBINATION EDITION

ENERGYMARK LLC  
300 CORPORATE PKWY  
AMHERST NY 14226-1295

REFERENCE: 111635 372416  
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: 08/15/19

TOTAL COST: \$543.00 AD SPACE: 0 Lines

FILED ON: 08/15/19

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

*Applications of EnergyMark, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity, To The Public In The Commonwealth Of Pennsylvania.*

EnergyMark, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. EnergyMark, LLC will also be filing an application with the PUC for a license to supply electricity services as a supplier of electric power. EnergyMark proposes to sell electricity, natural gas, and related services in Citizens' Electric, Columbia Gas, Duquesne, Met Ed, PECO Peoples - Equitable, Peoples Natural Gas, Peoples Gas Company, Philadelphia Gas Works, PECO, Penelec, Penn Power, Pike, PPL, UGI, Valley Energy, Wellsboro, West Penn under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

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

By and through Counsel: Guy J. Agostinelli, Esq.  
Zdarsky, Sawicki & Agostinelli LLP  
404 Cathedral Place  
298 Main Street  
Buffalo, New York 14202  
Phone: (716) 855-3200  
Fax: (716) 855-3101

EP-372416

Sworn to and subscribed before me this 28th day of August 2019

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



section 12

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:


Robert O. Rolley, Jr., 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:

August 15, 2019

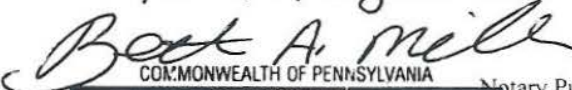
Affiant further deposes that he is an officer daily authorized by the Sun-Gazette LLC, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and declare that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations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

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**  
Applications of EnergyMark, LLC For Approval To Offer, Render, or Furnish Services as a Supplier, Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity, To The Public In The Commonwealth Of Pennsylvania.  
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Peoples Gas Company, Philadelphia Gas Works, PECO, Penelec, Penn Power, Pike, PPL, UGI, Valley Energy, Wallisboro, West Penn under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.  
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of EnergyMark, 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 EnergyMark's attorney at the address listed below.  
By and through Counsel: Guy J. Agostinelli, Esq. Zbarsky, Sawicki & Agostinelli LLP 404 Cathedral Place 298 Main Street Buffalo, New York 14202 Phone: (716) 855-3200 Fax: (716) 855-3101

  
SUN-GAZETTE LLC

Sworn to and subscribed before me  
The 16<sup>th</sup> day of August 20 19

  
BETH A. MILLER  
COMMONWEALTH OF PENNSYLVANIA Notary Public

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

STATEMENT OF ADVERTISING COSTS  
To the Sun-Gazette LLC, Dr.:  
For publishing the notice attached  
Hereto on the above state dates.....\$ 282.00  
Probated same.....\$  
Total.....\$ 282.00

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 Robert O. Rolley, Jr.

Section 12

COMMONWEALTH OF PENNSYLVANIA }  
County of Cambria } SS

**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**

Applications of **EnergyMark, LLC** For Approval To Offer, Render, or Furnish Services as a Supplier, Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity, To The Public In The Commonwealth Of Pennsylvania.

**EnergyMark, LLC** will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas. **EnergyMark, LLC** will also be filing an application with the PUC for a license to supply electricity services as a supplier of electric power. **EnergyMark** proposes to sell electricity, natural gas, and related services in Citizens' Electric, Columbia Gas, Duquesne, Met Ed, PECO Peoples - Equitable, Peoples Natural Gas, Peoples Gas Company, Philadelphia Gas Works, PECO, Penelec, Penn Power, Pike, PPL, UGI, Valley Energy, Wellsboro, West Penn under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

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

By and through Counsel: Guy J. Agostinelli, Esq.  
Zdarsky, Sawicki & Agostinelli LLP  
404 Cathedral Place  
298 Main Street  
Buffalo, New York 14202  
Phone: (716) 855-3200 Fax: (716) 855-3101

published that the ar of The Joh in the subj of said put

of Cambria, and Commonwealth of Pennsylvania and matter published in said publication in the regular issues on August 14, 2019; and that the Affiant is not interested that all of the allegations as to time, place and character

On this 16th day of August A.D. 2019, 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,

*Christine Marhefka*

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on 16th day of August, 2019, by Christine Marhefka making the statement.

*Vivian Ohs*

0.00 Lines @	\$2.50 per line	0.00
7 Inches @	\$25.00 per inch	175.00
Notary Fee		5.00
Clerical Fee		2.50
<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 \_\_\_\_\_



## Appendix C

### CERTIFICATE OF SERVICE

On this the 25<sup>th</sup> day of October 2019, 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 a hardcopy upon the following:

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

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

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

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

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

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

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

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

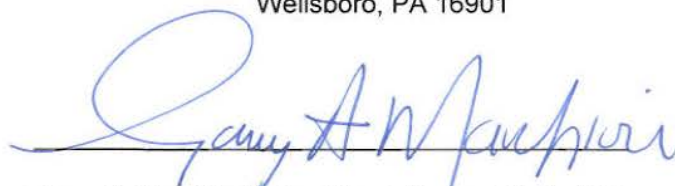
Regulatory Affairs  
Duquesne Light Company  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

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

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

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

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



Gary A. Marchiori, President EnergyMark, LLC