



January 31, 2020

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**VIA FEDEX**

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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

**Re: Breakerbox, LLC's Electric Generation Supplier License Application**

Dear Secretary:

Enclosed is an application for Breakerbox, LLC to register as an Electric generation supplier in Pennsylvania. We have included the following information:

- Check for \$350 application filing fee
- Original application and attachments
- A CD with the electronic version of the application and attachments

If you have any questions, please do not hesitate to contact me or Craig Wilson. I can be reached by phone at 312-681-1855 or by email at [amy.klaviter@exeloncorp.com](mailto:amy.klaviter@exeloncorp.com). Craig can be reached by phone at 978-239-5240 and by email at [craig@breakerbox.com](mailto:craig@breakerbox.com). Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Klaviter".

Amy Klaviter

Enclosures

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Breakerbox, LLC, for approval to offer, render, furnish, or supply electricity or electric generation services as a Broker/Marketer 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:

**Breakerbox, LLC**  
**P.O. Box 810**  
**Newburyport, MA 01950**  
[www.breakerbox.com](http://www.breakerbox.com)  
**833-275-7269**

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

**Corporate Creations Network Inc**  
**1001 State Street #1400**  
**Erie, PA 16501**  
**814-209-0328**

- 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.

**Craig Wilson**  
**President & CEO**  
**P.O. Box 810**  
**Newburyport, MA 01950**  
**978-239-5240**  
**[craig@breakerbox.com](mailto:craig@breakerbox.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.

**No Attorney is being used in this application**

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- 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.

**Craig Wilson**  
**President & CEO**  
**P.O. Box 810**  
**Newburyport, MA 01950**  
**978-239-5240**  
**craig@breakerbox.com**

**Andy Bokalders**  
**Director of Operations**  
**P.O. Box 810**  
**Newburyport, MA 01950**  
**321-626-8941**  
**andy@breakerbox.com**

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

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

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

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

**or**

The Applicant will not be using a fictitious name.

- b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**  
*(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)*

The Applicant is a sole proprietor.

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

**or**

The Applicant is a:

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

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

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

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

**or**

The Applicant is a:

domestic corporation (15 Pa. C.S. §1308)

foreign corporation (15 Pa. C.S. §4124)

domestic limited liability company (15 Pa. C.S. §8913)

foreign limited liability company (15 Pa. C.S. §8981)

Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. **See Attachment 1**
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. **See Attachment 2**
- Give name and address of officers. **See Attachment 3**

### **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. **See Attachment 4**
- b. **PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

**Applicant does not have any predecessors**

#### 4. OPERATIONS

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

Definitions

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

The Applicant is presently doing business in Pennsylvania as a

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

or

The Applicant is not presently doing business in Pennsylvania.

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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.

**Breakerbox, LLC, an indirect subsidiary of Exelon Corporation, was founded in 2019 and is staffed by industry experts that have aided hundreds of customers in energy procurement from all industries including health care, commercial real estate, manufacturing, government, and schools in all deregulated markets. Breakerbox will help C&I customers in Pennsylvania develop and execute an energy procurement strategy for their power and gas needs. Breakerbox will solicit bids from several suppliers in the market. We will then evaluate and compare the responses for the customer to aide them in executing a strategy that creates the most value in return for their energy spend. We will then track and monitor performance of their contract with a chosen supplier to ensure desired results.**

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

- Citizens' Electric
- Duquesne Light
- Met-Ed
- PECO
- Penelec
- Penn Power

- Pike
- PPL
- UGI Utilities
- Wellsboro
- West Penn

Entire Commonwealth of PA

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

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

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

**Upon approval of application and license**

## 5. COMPLIANCE

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

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

**See Attachment 5**

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

**See Attachment 5**

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, in the Commonwealth of Pennsylvania or any state, filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

**Applicant 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.

**Not applicable**

## 6. PROOF OF SERVICE

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

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

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

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

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

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

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

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

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

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

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

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

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



**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  
1 UGI Drive  
Denver, PA 17517

**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: **See Attachment 6**

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

**c. SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

**Applicant will only be operating as a Broker/Marketer only.**

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

**Applicant will include a fee (\$/MWh) on supplier's price to customer and will be paid directly from the supplier based on usage during the term of the contract with customer.**

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

**Craig Wilson  
President & CEO  
P.O. Box 810  
Newburyport, MA 01950  
978-239-5240  
craig@breakerbox.com**

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

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

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

## 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: **See Attachment 7**

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

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

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

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.

**Breakerbox, LLC plans to use its own employees as well as independent contractors/3rd parties to markets its product. The marketing channels Breakerbox, LLC may use include but are not limited to lead generation services, direct mail and email campaigns, web based advertisements and social media (LinkedIn, Instagram, Ect) and event marketing/tradeshows.**

- e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience. **See Attachment 3 and 8.**

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

Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.

Received approval from FERC to be a Power Marketer at Docket or Case Number \_\_\_\_\_.

Not applicable

## 9. DISCLOSURE STATEMENTS:

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

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

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

## 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.

X 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: Breakerbox, LLC

By:   
**Craig Wilson**

Title: President



**14. CHECKLIST**

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

**Applicant: Breakerbox, LLC**

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

Applicant's Use

PUC Secretary's Bureau Use

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JAN 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# APPLICATION AFFIDAVIT

[Commonwealth/State] of MASSACHUSETTS :

: ss.

County of Essex :

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

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

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

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

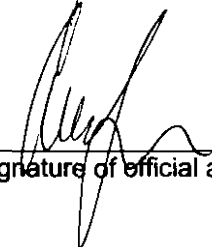
That the Applicant herein Breakerbox, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein Breakerbox, 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 14 day of January, 2020.

  
\_\_\_\_\_  
Signature of official administering oath

My commission expires 08/03/2023.

 **CASSANDRA M. GREEN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 3, 2023

RECEIVED

JAN 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# OPERATIONS AFFIDAVIT

[Commonwealth/State] of MASSACHUSETTS :

: ss.

County of Essex :

Craig Wilson \_\_\_\_\_, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

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

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

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

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

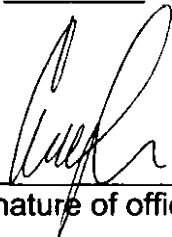
That Breakerbox, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, §2807 (C), §2807(D)(2), §2809(B) and the standards and billing practices of 52 PA. Code Chapter 56.

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


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

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 14<sup>th</sup> day of January, 2020.

  
\_\_\_\_\_  
Signature of official administering oath

My commission expires 08/03/2023.

 **CASSANDRA M. GREEN**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
August 3, 2023

**RECEIVED**  
JAN 31 2020  
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PROOF OF PUBLICATION  
In  
THE ERIE TIMES-NEWS  
COMBINATION EDITION

Breakerbox LLC  
PO Box 810  
Newburyport ME 01950

REFERENCE: 99693 390270  
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: 12/26/19

TOTAL COST: \$476.00 AD SPACE: 0 Lines

FILED ON: 12/26/19

RECEIVED

JAN 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE

*Application of Breakerbox, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Marketer/Broker Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.*

Breakerbox, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a broker/ marketer engaged in the business of supplying electricity. Breakerbox, LLC proposes to sell electricity and related services in all EDCs across the entire Commonwealth of PA under the provisions of the new Electricity Generation Customer Choice and Competition Act.

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

By and through President: Craig Wilson  
Breakerbox, LLC  
P.O. Box 810  
Newburyport, MA 01950  
Phone: 833-275-7269

\*390270

Sworn to and subscribed before me this 26th day of December 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



AD#: 0009454555

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 12/26/2019

*Victoria Soto*

Principal Clerk of the Publisher

Sworn to and subscribed before me this 2nd day of January 2020

*Crystal B. Rosensteel*

Notary Public

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

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

Application of Breakerbox, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Marketer/Broker Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.

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

By and through President:  
Craig Wilson  
Breakerbox, LLC  
P.O. Box 810  
Newburyport, MA 01950  
Phone: 833-275-7269

RECEIVED

JAN 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

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

STATE OF PENNSYLVANIA

COUNTY OF LYCOMING

SS:

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:

January 1, 2020

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

**PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION  
NOTICE**

Application of Breakerbox, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Marketer/Broker Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.

Breakerbox, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a broker/marketer engaged in the business of supplying electricity. Breakerbox, LLC proposes to sell electricity and related services in all EDCs across the entire Commonwealth of PA under the provisions of the new Electricity Generation Customer Choice and Competition Act.

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

By and through President:  
Craig Wilson  
Breakerbox, LLC  
P.O. Box 810  
Newburyport, MA 01950  
Phone: 833-275-7269

Robert O. Rolley, Jr.  
SUN-GAZETTE LLC

Sworn to and subscribed before me

The 3rd day of January 2020

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.....\$ 223.76

Probated same.....\$

Total.....\$ 223.76

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.

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

BREAKERBOX, LLC  
PO BOX 810  
NEWBURYPORT MA 01950

Account # 636648  
Order # 82407322  
Ad Price: 227.95

RECEIVED

JAN 21 2019

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

PENNSYLVANIA PUBLIC UTILI

Lisa Burke

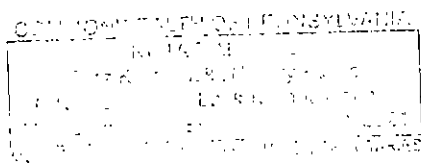
Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication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

12/26/2019

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 Lisa Burke

Sworn and subscribed to before me  
this 26th day of December A.D., 2019

[Signature]  
(Notary Public)



**PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE**

*Application of Breakerbox, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Marketer/Broker Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.*

Breakerbox, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a broker/marketer engaged in the business of supplying electricity. Breakerbox, LLC proposes to sell electricity and related services in all EDCs across the entire Commonwealth of PA under the provisions of the new Electricity Generation Customer Choice and Competition Act.

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

By and through President: Craig Wilson  
**Breakerbox, LLC**  
 P.O. Box 810  
 Newburyport, MA 01950  
 Phone: 833-276-7289




### Proof of Publication of Notice in Pittsburgh Post-Gazette

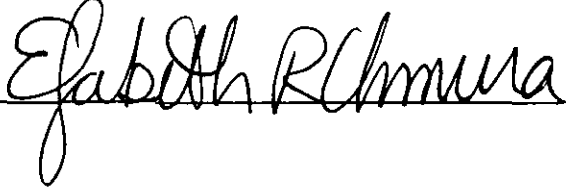
Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss K. Flaherty, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the \_\_\_\_\_ regular \_\_\_\_\_ editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

**02 of January, 2020**

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:  
January 02, 2020

  
\_\_\_\_\_  
Elizabeth R. Chmura, Notary Public  
Allegheny County  
My commission expires February 8, 2022  
Commission number 1326781

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**  
Breakerbox, LLC  
P.O. Box 810, Attn: Craig Wilson  
Newburyport Massachusetts 0195

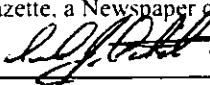
To PG Publishing Company

Total ----- \$379.75

#### 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  \_\_\_\_\_  
Daniel J. Arbuthnot

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

#### COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA  
PUBLIC UTILITY  
COMMISSION NOTICE  
Application of Breakerbox, LLC  
For Approval To Offer, Render,  
Furnish Or Supply Electricity  
Or Electric Generation  
Services As A  
Marketer/Broker Engaged In  
The Business Of Supplying  
Electricity To The Public In The  
Commonwealth Of  
Pennsylvania.  
Breakerbox, LLC will be filing  
an application with the  
Pennsylvania Public Utility  
Commission ("PUC") for a  
license to supply electricity or  
electric generation services as  
a broker/marketer engaged in  
the business of supplying  
electricity. Breakerbox, LLC  
proposes to sell electricity and  
related services in all EDCs  
across the entire  
Commonwealth of PA under  
the provisions of the new  
Electricity Generation  
Customer Choice and  
Competition Act.  
The PUC may consider this  
application without a hearing.  
Protests directed to the  
technical or financial fitness of  
Breakerbox, 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 Breakerbox, LLC's  
President at the address listed  
below.  
By and through President:  
Craig Wilson  
Breakerbox, LLC  
P.O. Box 810  
Newburyport, MA 01950  
Phone: 833-275-7269

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:

December 27, 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.

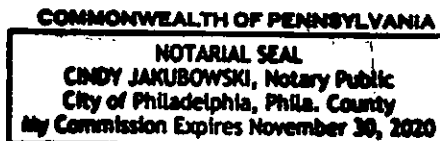


Sworn to and subscribed before me this 27th day of  
December, 2019.



Notary Public

My Commission Expires:



Copy of Notice of Publication

PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE

Application of Breakerbox, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Marketer/Broker Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.  
Breakerbox, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a broker/marketer engaged in the business of supplying electricity. Breakerbox, LLC proposes to sell electricity and related services in all EDCs across the entire Commonwealth of PA under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Breakerbox, 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 Breakerbox, LLC's President at the address listed below.  
By and through President: Craig Wilson  
Breakerbox, LLC  
P.O. Box 810  
Newburyport, MA 01950  
Phone: 633-275-7260

RECEIVED

JAN 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**COMMONWEALTH OF PENNSYLVANIA } SS**  
*County of Cambria*

**PENNSYLVANIA  
 PUBLIC UTILITY COMMISSION  
 NOTICE**

*Application of Breakerbox, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Marketer/Broker Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.*

Breakerbox, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a broker/marketer engaged in the business of supplying electricity. Breakerbox, LLC proposes to sell electricity and related services in all EDCs across the entire Commonwealth of PA under the provisions of the new Electricity Generation Customer Choice and Competition Act.

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

publi By and through President: Craig Wilson  
 that t Breakerbox, LLC  
 of Th P.O. Box 810, Newburyport, MA 01950  
 Phone: 833-275-7269

ounty of Cambria, and Commonwealth of Pennsylvania and above matter published in said publication in the regular issues, PA, on December 25, 2019; and that the Affiant is not

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

*On this 7th day of January A.D. 2020, 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 7th day of January, 2020, by Christine Marhefka making the statement.

*Vivian Ohs*

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

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 \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE

12/11/2019

RECEIVED

JAN 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT,

Breakerbox, LLC

is duly registered as a Pennsylvania Limited Liability Company under the laws of the Commonwealth of Pennsylvania and remains subsisting so far as the records of this office show, as of the date herein.

I DO FURTHER CERTIFY THAT this Subsistence Certificate shall not imply that all fees, taxes and penalties owed to the Commonwealth of Pennsylvania are paid.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the Secretary's Office to be affixed, the day and year above written

*Katly Bookman*

Secretary of the Commonwealth

Certification Number: TSC191211100468-1

Verify this certificate online at <http://www.corporations.pa.gov/orders/verify>

**LIMITED LIABILITY COMPANY AGREEMENT**

of

**BREAKERBOX, LLC**

**(a Pennsylvania limited liability company)**

This **LIMITED LIABILITY COMPANY AGREEMENT** (this "Agreement") of Breakerbox, LLC is executed as of the 22 day of August 2019, by Exelon Generation Company, LLC, a Pennsylvania limited liability company, as sole member (the "Member").

**ARTICLE I  
FORMATION, PURPOSE AND ADMINISTRATION**

The Member in order to form a limited liability company pursuant to and in accordance with the Pennsylvania Limited Liability Company Law of 1994, as amended from time to time (Title 15; Pennsylvania Code Chapter 89 Limited Liability Companies, *et seq.*) (the "Act"), hereby provides as follows:

1. **Name.** The name of the limited liability company formed hereby shall be Breakerbox, LLC (the "Company"). The Company may conduct its activities under any other permissible name designated by the Member.
2. **Purpose.** The Company's purpose shall be and to engage in all lawful businesses for which limited liability companies may be organized under the Act. The Company shall have the authority to do all things necessary or advisable in order to accomplish such purposes.
3. **Registered Office.** The address of the registered office of the Company in the Commonwealth of Pennsylvania shall be set forth in the certificate of organization as filed with the Office of the Department of State until such time as the registered office is changed in accordance with the Act.
4. **Statutory Agent.** The name and address of the statutory agent of the Company for service of process on the Company in the Commonwealth of Pennsylvania shall be set forth in the certificate of organization as filed with the Office of the Department of State until such time as the statutory agent is changed in accordance with the Act.
5. **Principal Office.** The principal office of the Company (at which the books and records of the Company shall be maintained) shall be at 10 South Dearborn Street, 49<sup>th</sup> Floor, Chicago, IL 60603.
6. **Member.** The name and the business, residence or mailing address of the Member is as follows:

<u>Name</u>	<u>Address</u>
Exelon Generation Company, LLC	300 Exelon Way Kennett Square, PA 19348

**ARTICLE II  
CAPITAL CONTRIBUTIONS**

- 2.1 Capital Contributions. The Member shall initially contribute one thousand dollars (\$1,000) as its initial capital contribution to the Company. The receipt by the Member from the Company of any distributions whatsoever, whether or not such distributions may be considered a return of capital, shall not increase the Member's obligations under this Section.
- 2.2 Additional Contributions. The Member may make, but shall not be required to make, any additional capital contributions to the Company.
- 2.3 Limitation of Liability of Member. The Member shall not have any liability or obligation for any debts, liabilities or obligations of the Company, or of any agent or employee of the Company, beyond the Member's capital contribution, except as may be expressly required by this Agreement or applicable law.

**ARTICLE III  
DISTRIBUTIONS**

- 3.1 Distributions. The Company shall make distributions of cash or other assets to the Member at such times and in such amounts as determined by the Member as permitted by applicable law.

**ARTICLE IV  
MANAGEMENT OF THE COMPANY**

- 4.1 Management. The management of the Company shall be vested in the sole member, Exelon Generation Company, LLC.
- 4.2 Action by Written Consent. Any action by the Member may be taken in the form of a written consent rather than at a Member's meeting. The Company shall maintain a permanent record of all actions taken by the Member.
- 4.3 Powers. The Company shall have the power and authority to do any and all acts necessary or convenient to or in furtherance of the purposes described herein, including all power and authority, statutory or otherwise, possessed by, or which may be conferred upon, limited liability companies under the laws of the Commonwealth of Pennsylvania.
- 4.4 Powers of the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by the Member under the laws of the Commonwealth of Pennsylvania. Without limiting the generality of the foregoing, the Member shall have the specific power and authority to cause the Company, in the Company's own name:
- (a) To sell or otherwise dispose of all or substantially all of the assets of the Company (or a substantial portion of the assets) as part of a single transaction or plan so long as that disposition is not in violation of or a cause of a default under any other agreement to which the Company may be bound;
  - (b) To execute all instruments and documents, including, without limitation, checks; drafts; notes and other negotiable instruments; mortgages or deeds of trust; security agreements; financing

## Attachment 2

statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments; bills of sale; leases; partnership agreements; operating agreements of other limited liability companies; and any other instruments or documents necessary, in the opinion of the Member, to the business of the Company;

- (c) To enter into any and all other agreements on behalf of the Company, with any other person for any purpose, in such form as the Member may approve;
- (d) To make distributions in accordance with Section 3.1; and
- (e) To do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized by this Agreement, or in writing by the Member, no attorney-in-fact, employee, or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose.

### 4.5 Officers.

- (a) Designation and Appointment. The Company may have such officers and agents with such respective rights and duties as the Member may from time to time determine with titles including but not limited to "president," "vice president," "treasurer," "secretary," "manager," "director," "chief financial officer," "chief development officer," and "chief operating officer," as and to the extent authorized by the Member. The same person may hold any number of offices. In its discretion, the Member may choose not to fill any office for any period, as it may deem advisable. Officers need not be residents of the Commonwealth of Pennsylvania. Any officers so designated shall have such authority and perform such duties as the Member may, from time to time, delegate to them. Each officer shall hold office until his or her successor shall be duly designated and shall qualify or until his or her death or until he shall resign or shall have been removed in the manner hereinafter provided. The salaries or other compensation, if any, of the officers of the Company shall be fixed from time to time by the Member.
- (b) Resignation/Removal. Any officer may resign as such at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or if no time be specified, at the time of its receipt by the Member. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation. The Member may remove any officer as such at any time with or without cause. Designation of an officer shall not of itself create any contractual or employment rights.
- (c) Duties of Officers Generally. The officers, in the performance of their duties as such, shall owe to the Company duties of loyalty and due care of the type owed by the officers of a company under the laws of the Commonwealth of Pennsylvania.

4.6 Reliance by Third Parties. Any person or entity dealing with the Company may rely upon a certificate signed by any Secretary or Assistant Secretary of the Company (if so appointed by Member), or signed by any Secretary or Assistant Secretary of the Member as to:

- (a) the persons who or entities which are authorized to execute and deliver any instrument or document of or on behalf of the Company, and

- (b) the persons who or entities which are authorized to take any action or refrain from taking any action as to any matter whatsoever involving the Company.

**ARTICLE V  
RIGHTS AND OBLIGATIONS OF MEMBER;  
EXCULPATION AND INDEMNIFICATION**

5.1. No Liability of Member. The Member shall not have any duty to the Company except as expressly set forth herein, in other written agreements or as otherwise required by applicable law.

5.2 Liability of Officers and Managers; Limits. No officer of the Company shall be liable to the Company or to any Member for any loss or damage sustained by the Company or to any Member, unless the loss or damage shall have been the result of:

- (a) gross negligence, fraud or intentional misconduct, bad faith or knowing violation of law by the or officer in question;

- (b) a breach of the duty of loyalty of such officer to the Company or the Members:

- (c) a transaction from which the officer derived an improper personal benefit;

The conduct described in each of the foregoing clauses (a) through (c), inclusive, being hereinafter referred to as "Improper Conduct".

5.3 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or officer of the Company. The Member shall not be required to lend any funds to the Company. If and to the extent the Member's Capital Contribution shall be fully paid, the Member shall not, except as required by the express provisions of the Act regarding repayment of sums wrongfully distributed to the Member, be required to make any further contributions.

5.4 Right to Indemnification. Subject to the limitations and conditions as provided in this Article, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or arbitral (hereinafter a "Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, or a person of which he is the legal representative, is or was a Member or officer shall be indemnified by the Company to the fullest extent permitted by applicable law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such person in connection with such Proceeding, appeal, inquiry or investigation, and indemnification under this Article shall continue as to a person who has ceased to serve in the



## Attachment 2

capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article shall be deemed contract rights, and no amendment, modification or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings, appeals, inquiries or investigations arising prior to any amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article could involve indemnification for negligence or under theories of strict liability. Notwithstanding the foregoing, no such indemnity shall extend to any officer to the extent that any Proceeding or such judgment, penalty, fine, settlement or expense results from Improper Conduct on the part of such officer.

- 5.5 Advance Payment. The right to indemnification conferred in this Article shall include the right to be paid or reimbursed by the Company the reasonable expenses incurred by a person of the type entitled to be indemnified hereunder who was, is or is threatened to be, made a named defendant or respondent in a Proceeding in advance of the final disposition of the Proceeding and without any determination as to the person's ultimate entitlement to indemnification: provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such person of his or her good faith belief that he has met the standard of conduct necessary for indemnification hereunder and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article or otherwise.
- 5.6 Indemnification of Employees and Agents. The Company, upon the direction of the Member, may indemnify and advance expenses to an employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify and advance expenses under Sections 5.4 and 5.5. Notwithstanding the foregoing, no such indemnity shall extend to any employee or agent to the extent that any Proceeding or judgment, penalty, fine, settlement or expenses result from Improper Conduct on the part of such employee or agent.
- 5.7 Nonexclusive Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right that a Member, officer or other person indemnified pursuant to this Article may have or hereafter acquire under any law (common or statutory) or provision of this Agreement.
- 5.8 Insurance. The Company may purchase and maintain (if and to the extent feasible, as determined by the Member) insurance, at its expense, to protect itself and any officer, employee, or agent of the Company who is or was serving at the request of the Company as a manager, representative, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic limited liability company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Company would have the power to indemnify such person against such expense, liability or loss under this Article.
- 5.9 Savings Clause. If this Article 5 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each person indemnified pursuant to this Article as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any such

## Attachment 2

Proceeding, appeal, inquiry or investigation to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

### MISCELLANEOUS, ACCOUNTING AND FISCAL MATTERS

- 6.1 Term. The Company shall have perpetual existence unless it shall be dissolved and its affairs shall have been wound up upon (a) the written consent of the Member, (b) bankruptcy or dissolution of the Member or (c) the entry of a decree of judicial dissolution under section 18-802 of the Act.
- 6.2 Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.
- 6.3 Method of Accounting. The Member shall select a method of accounting for the Company as deemed necessary or advisable and shall keep, or cause to be kept, full and accurate records of all transactions of the Company in accordance with sound accounting principles consistently applied. The fiscal year of the Company shall be the calendar year.
- 6.4 Assignments. The Member may assign its limited liability company interest to any person, which person shall become a Member upon the filing of the instrument of assignment with the records of the Company.
- 6.5 Amendments. This Agreement may be amended or restated from time to time by the Member.
- 6.6 Binding Effect Except as otherwise provided in this Agreement to the contrary, this Agreement shall be binding upon and inure to the benefit of the Member, its successors and assigns.
- 6.7 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
- 6.8 Governing Law. This Agreement shall be governed by, and construed under, the Laws of the Commonwealth of Pennsylvania, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Limited Liability Company Agreement as of the date and year first aforesaid.

Exelon Generation Company, LLC

By:

Name: Elizabeth Heusen, Assistant Secretary

**Attachment 3**

<u>Name</u>	<u>Title</u>	<u>Business Location</u>
Craig Wilson	President	(1)
Robert A. Kleczynski	Vice President, Taxes	(2)
Denis M. Eischen	Assistant Vice President, Taxes	(2)
Benjamin Haas	Assistant Vice President, Taxes	(3)
Jeremy Guenther	Assistant Vice President, Taxes	(2)
William D. Jozaitis	Assistant Vice President, Taxes	(2)
Elisabeth J. Graham	Treasurer	(2)
Katherine A. Smith	Secretary	(2)
Ryan Brown	Assistant Treasurer	(2)
Brian Buck	Assistant Secretary	(4)
Carter C. Culver	Assistant Secretary	(2)
David O. Dardis	Assistant Secretary	(5)
Nina L. Jezic	Assistant Secretary	(6)
Elizabeth Hensen	Assistant Secretary	(2)

- (1) P.O. Box 810, Newburyport, MA 01950
- (2) 10 South Dearborn Street, Chicago IL 60603
- (3) 2301 Market St, Philadelphia, PA 19101
- (4) 701 9th Street, Washington, DC 20001
- (5) 1310 Point Street, Baltimore MD 21231
- (6) 1001 Louisiana Street, Suite 2300, Houston, TX 77002

#### **Attachment 4**

Breakerbox, LLC is an indirect subsidiary of Exelon Corporation. Exelon Corporation is the parent company of the following Utility companies:

Atlantic City Electric  
(New Jersey electric utility)  
701 9th Street NW  
Washington, DC 20068

Baltimore Gas & Electric Company  
(Maryland gas and electric utility)  
2 Center Plaza, 110 W. Fayette St.  
Baltimore, MD 21201

Commonwealth Edison  
(Illinois electric utility)  
425 S. Financial Place  
Chicago, IL 60605

PECO  
(Pennsylvania gas and electric utility)  
2301 Market Street  
Philadelphia, PA 19103

Pepco  
(Maryland and  
District of Columbia electric utility)  
701 9th Street NW  
Washington, DC 20068

Delmarva Power  
(Delaware gas and electric utility,  
Maryland electric utility)  
701 9th Street NW  
Washington, DC 20068

Exelon Corporation is the parent company of the following companies engaged in the retail sale of electricity, or electricity supply services, or natural gas:

BGE Home Products and Services, LLC  
1409 Tangier Drive, Suite A  
Baltimore, MD 21220  
Natural Gas Supplier that does business in other states

Constellation Energy Commodities Group Maine, LLC  
1310 Point Street  
Baltimore, MD 21231  
Electric Supplier that does business in other states

Constellation Energy Gas Choice, LLC  
1001 Louisiana St, Suite 2300  
Houston, TX 77002  
Natural Gas Supplier that does business in Pennsylvania

Constellation NewEnergy, Inc  
1310 Point Street  
Baltimore, MD 21231  
Electric Supplier that does business in Pennsylvania and other states

Constellation NewEnergy – Gas Division, LLC  
9400 Bunsen Parkway  
Louisville, KY 40220  
Natural Gas Supplier that does business in Pennsylvania and other states

## **Attachment 5**

Breakerbox, LLC has not had any criminal or civil proceedings; however, below is a list of affiliate proceedings within the last 5 years.

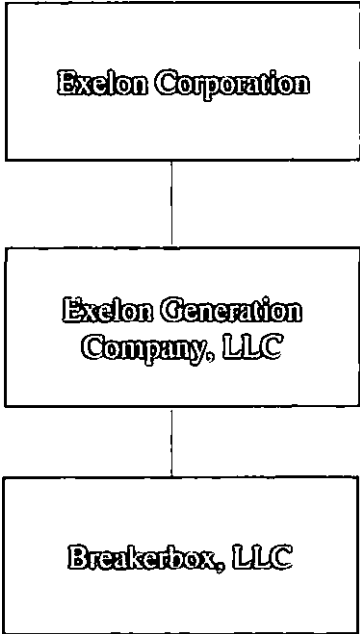
- On December 10, 2014, the Connecticut Public Utilities Regulatory Authority initiated an Investigation of Constellation Energy Power Choice, Inc. (Docket No. 07-03-08RE03). The investigation is based on CEPC discovering and self reported to PURA that CEPC inadvertently failed to provide fixed-price expiration notices to certain customers. A final order was issued on September 23, 2015 accepting CEPC's settlement offer. [to make a \$40,000 payment to Operational Fuel. The case will be closed once proof of payment has been filed.]
- In December 2014, California Air Resources Board ("CARB") identified errors in Constellation NewEnergy, Inc.'s ("CNE") 2013 GHG Verification report. The errors were corrected and the matter was resolved in July 2016 through a settlement that included the payment of a penalty.

**Attachment 6**

Breakerbox, LLC does not issue Annual Reports as a stand-alone company. Annual Reports of Breakerbox, LLC's ultimate parent, Exelon Corporation, can be viewed at the following weblink: <https://www.exeloncorp.com/investor-relations/reports-and-sec-filings>

**Corporate Structure:**

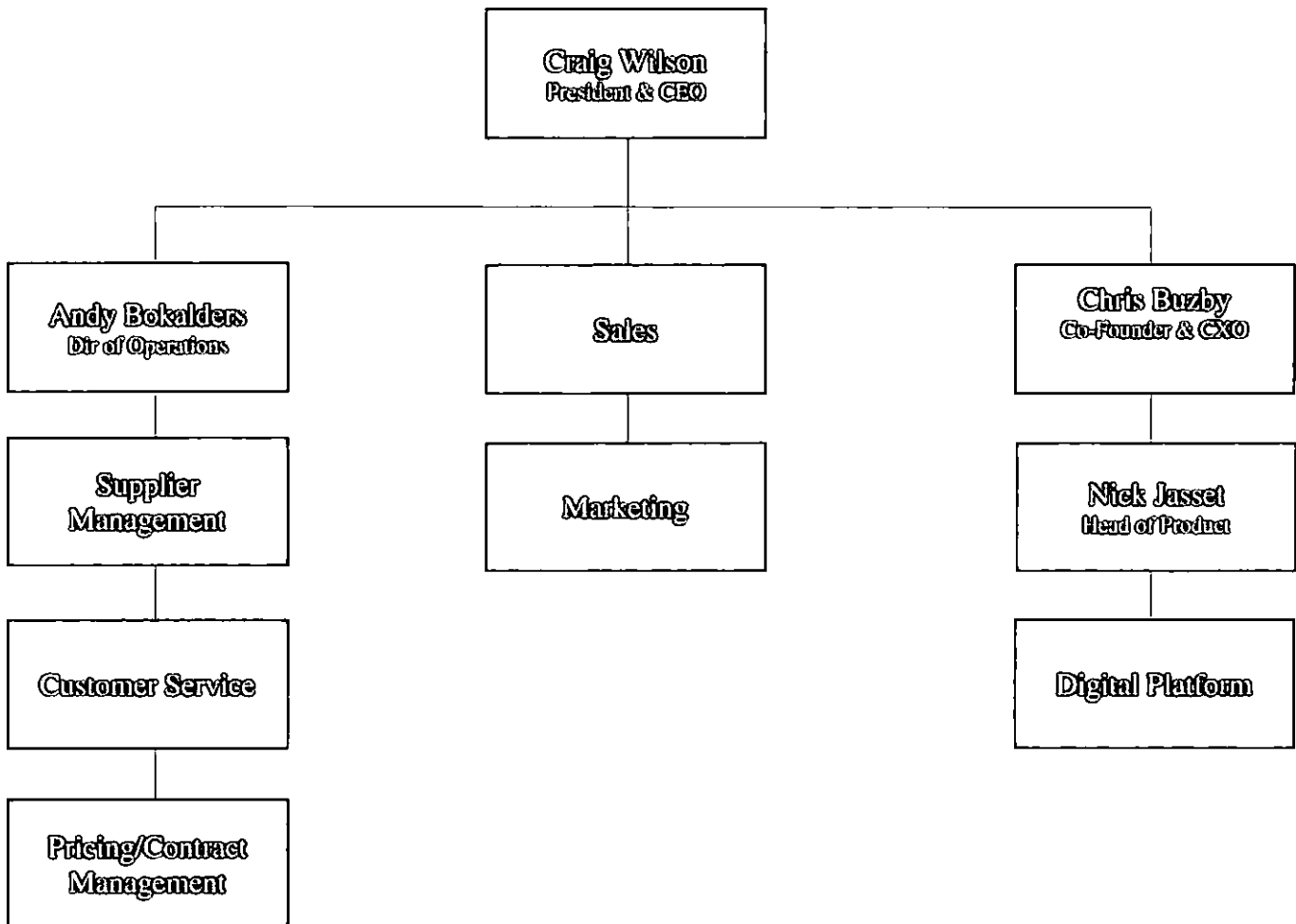
Breakerbox, LLC is an indirect subsidiary of Exelon Corporation founded in 2019.



**Attachment 7**

Breakerbox, LLC, an indirect subsidiary of Exelon Corporation, was founded in 2019 and is staffed by industry experts that have aided hundreds of customers in energy procurement from all industries including health care, commercial real estate, manufacturing, government, and schools in all deregulated markets. Breakerbox will help C&I customers in Pennsylvania develop and execute an energy procurement strategy for their power and gas needs. Breakerbox will solicit bids from several suppliers in the market. We will then evaluate and compare the responses for the customer to aide them in executing a strategy that creates the most value in return for their energy spend. We will then track and monitor performance of their contract with a chosen supplier to ensure desired results.

**Breakerbox, LLC Organization Chart**



## **Attachment 8**

### **Craig Wilson: Breakerbox, LLC President and CEO**

#### *Profile*

Craig Wilson is the President and CEO of Breakerbox, LLC. A new broker in the energy industry that is founded on the goal of bringing more trust and transparency to energy procurement and driving more value to businesses purchasing power and gas. He has 16 years of experience working in competitive energy markets in New England and across the country.

#### *Professional History*

Over the course of his career, Craig has worked in several fields, including e-commerce, technology and energy. Prior to founding Breakerbox in the summer of 2019, Craig worked at Constellation for 16 years and was the vice president of sales at Constellation when he left. Before joining Constellation, Craig was the product marketing manager at GE Access, where he was in charge of managing the Company's top accounts within the enterprise solutions data storage division.

Breakerbox, LLC  
President & CEO  
June 2019 – Present

Constellation Energy Services  
VP Sales  
July 2003 – June 2019

GE Access  
Product Marketing Manager  
January 2000 – July 2003

#### *Industry Leadership*

With entrepreneurial spirit and a passion for energy, Craig offers a unique perspective on the market and is particularly proficient in developing energy procurement strategies. He speaks frequently at industry gatherings, including meetings hosted by DNV GL, The Energy Professional's Association (TEPA) and other utility events.

#### *Education*

Craig holds a Bachelor of Science from the University of New Hampshire and a Master of Business Administration from Suffolk University.

### **Andy Bokalders: Breakerbox, LLC – Director of Operations**

#### *Professional History*

Andy has worked in the energy industry since 2003 in several different roles with many of the largest energy companies. Andy worked for Nextera Energy Power Marketing's wholesale power business for 9 years in Risk, Mid-Marketing, and Origination roles. Andy worked on the



## Attachment 8

pricing desk for Constellation's retail electricity business and as a sales manager for ENGIE Resources retail electricity company. Prior to joining Breakerbox, Andy was Executive Vice President at Bridge Power Consulting, an energy consulting firm.

### *Education*

Andy holds a Bachelor of Science degree in Industrial Engineering from University of Illinois-Urbana-Champaign and a Bachelor of Science degree in Physics from Illinois State University.

## Andy Bokalders

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### **Professional Profile**

Highly analytical and technical energy business professional with over fifteen years of experience in wholesale and retail sales, pricing, structuring, risk and reporting. Experienced consultant for large energy users in developing procurement strategies to minimize costs and provide budget certainty. Sound understanding of the power business including retail, power generation, transmission, load and various ISOs. Superb financial modeling expertise combined with outstanding attention to detail. An excellent team player with great communication and presentation skills.

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### **Experience**

#### **Breakerbox, LLC**

**September 2019 - Current** Naperville, IL

#### *Director of Operations*

- Coordinate the set-up and approval process for customers across suppliers. Manage all pricing requests between the sales reps and suppliers during the sales cycle from set-up through contract close for each customer. Provide feedback to the suppliers on pricing and price components to maximize competition and value for customers
- Participate in efforts to enhance and improve processes and systems to better serve customers/suppliers

#### **Bridge Power Consulting, LLC**

**June 2018 – September 2019**

Naperville, IL

#### *Executive Vice President*

- Oversee day-to-day operations of boutique energy consulting firm specializing in energy procurement for large commercial and industrial customers nationwide. Manage P/L, commission statements, pricing requests, and contracting with suppliers.
- Maintain and grow supplier and partner relationships to expand product offerings available to meet sustainability goals and increase energy efficiency of clients.

## Attachment 8

- Develop and train sales team on different procurement strategies and product offerings to help maximize customer savings and mitigate risks.
- Continue to build pipeline of clients and channel partners through prospecting and networking.

### **ENGIE Resources LLC (formerly GDF Suez)**

**March 2016 – June 2018**

Lombard, IL

*Regional Sales Manager – Midwest*

- Maximize margin in book of direct and indirect customers by offering products and strategies to actively manage energy costs including block and index, fixed price, and energy efficiency projects. (\$700k in 2016, \$1.4MM in 2017)
- Manage the entire sales process from prospecting, product strategizing, contract negotiation, pricing, and execution.
- Build pipeline of direct and indirect customers through prospecting techniques including cold calling/emailing, attending conferences, and working with associations.
- Create Microsoft Excel based tools for presentation of historical trends in the energy market and sales pipeline tracking: Forward Curve and DA LMP History, Capacity and Transmission Calculator, Forward Sales Pipeline

### **Constellation Energy Services**

**April 2012 – March 2016**

Chicago, IL

*Senior Analyst, Retail Pricing*

- Provide fixed-price full requirement and index products for commercial and residential customers in the Great Lakes Region (Illinois, Ohio, and Michigan). Collaborate with direct and indirect sales group to ensure timely response and offer expert knowledge of PJM and MISO markets for customer inquiries.
- Verify cost, risk assumptions, and margin guidelines built into pricing models for various product options with reference to historic data tracking validity.
- Manage pricing list of upcoming deals to provide pricing and analysis in a timely manner. Review historical usage and PLC quantities for an accurate and competitive price.
- Support Accounting, Risk, and Forecast groups with knowledge of deal errors and process changes. Calculate mark to market on existing deals for early term payments. Create load forecasts for prospect customers.

### **NextEra Energy Power Marketing**

**June 2003 – December 2011**

June

Beach, FL

*Senior Associate, Origination*

- Lead contact in origination on all fixed block energy RFP's including interaction with trading, credit and legal teams. Generated over \$1 million (On a MTM basis with 98% on realized basis).

## Attachment 8

- Responsible for secondary coverage for a staff of 6 senior marketers. Closed over 5 million MWhs of basis transactions in support of origination, mid-marketing and full requirement desks at NextEra.
- Liaison for all daily, weekly, and monthly P&L reporting for senior management. Created P&L reconciliation tool to automate tracking of origination and mid-marketing deals for reporting to NextEra's CEO.
- Coordinator for all origination activities including customer events and conferences. Designed and implemented a customer-tracking system to capture all customer interactions and deal flow. Upgraded and incorporated the product into Microsoft Dynamic CRM for the entire NextEra company including Houston Gas Trading, Development, and Business Management.

### *Senior Financial Analyst, Full Requirements*

- Manage interactions with legal, credit, trading, risk analytics, and accounting on structured full requirement electricity transactions for RFPs in PJM. Generated over \$15 million in annual revenues.
- Design forecasting models and execute hedge strategies to reduce risk for executed contracts. Monitored deals and made appropriate adjustments to hedging strategies to maximize profits.
- Report P&L, deviation analysis, and other special analysis to senior management monthly. Presented to Energy Management Committee composed of top executives of company.

### *Senior Trading Risk Analyst, Risk Operations*

- Prepare daily risk reporting of MtM and VaR for NextEra and FPL's trading organizations including speculative positions and generation assets. Reported analysis to senior management on a daily basis
- Review deal entry by traders for errors and authority violations. Designed online tracking system for internal Planned Position Strategy management.
- Verify confirmations with counterparties to ensure validity on terms, price, and product.

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## Education:

**University of Illinois – Urbana-Champaign**  
Champaign, IL

*Bachelor of Science, Industrial Engineering, June 2003*

**Illinois State University**  
Normal, IL

*Bachelor of Science, Physics, June 2003; Minor in Mathematics*

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JAN 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

## CERTIFICATE OF SERVICE

On this the 31st day of January 2020, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

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

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

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

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

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

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

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

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

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

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

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
1 UGI Drive  
Denver, PA 17517

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

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JAN 31 2020

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

  
\_\_\_\_\_  
Amy Klaviter

ORIGIN ID: CHIA (312) 681-1830  
CRYSTAL BROWN

20 N WACKER DRIVE  
SUITE 2100  
CHICAGO, IL 60606  
UNITED STATES US

SHIP DATE: 31 JAN 20  
ACTWGT: 0.50 LB  
CAD: 107541832/INET4220

BILL SENDER

TO **SECRETARY**  
**PA PUBLIC UTILITIES COMMISSION**  
**COMMONWEALTH KEYSTONE BUILDING**  
**400 NORTH STREET**  
**HARRISBURG PA 17120**

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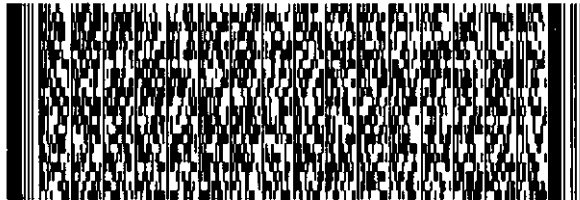
(717) 772-7777

REF BREAKERBOX APPLICATION

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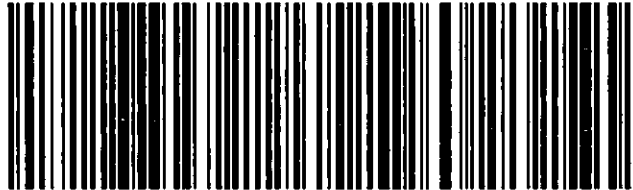


MON - 03 FEB 10:30A  
PRIORITY OVERNIGHT

TRK# 7776 6213 7200  
0201

**SH MDTA**

17120  
PA-US MDT



**After printing this label:**

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](http://fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.