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January 29, 2021

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

*Via Electronic Filing*

**RE: Application of Inova Energy LLC to Offer, Render, Furnish, or Supply Electricity or Electric Generation Services as a Supplier to the Public in the Commonwealth of Pennsylvania**  
**Docket No. A-2021-\_\_\_\_\_**

Dear Secretary Chiavetta:

Please find enclosed for filing with the Pennsylvania Public Utility Commission (“PUC” or “Commission”) the following documents submitted on behalf of Inova Energy LLC (“Inova”):

1. Electric Generation Supplier ("EGS") Application, as captioned above; and
2. One copy of each of the confidential documents, provided to you only via email and to staff in the PUC’s Bureau of Technical Utility Services; and

The \$350.00 payment for the EGS application fee is being made electronically at the time of the e-filing of the Inova’s EGS Application.

**Inova respectfully requests the Commission grant CONFIDENTIAL treatment of certain financial, tax, business, and personnel information included in support of Inova’s application. Inova believes this information is of a proprietary or confidential nature because it may reveal non-public financial sensitive information about Inova’s current and future business plans and other information that is commercially sensitive and whose release may be injurious to Inova’s competitive position. To this end, the propriety and confidential information is so designated by being labeled "CONFIDENTIAL" and is being provided under protective seal to the Commission only. For these reasons, Inova requests that the Commission treat these documents as confidential and prevent public disclosure in accordance with the Commission's procedures. Any party desiring access to the foregoing responses can contact the undersigned counsel with such a request.**

As shown by the attached Certificate of Service and per the Commission’s March 20, 2020, Emergency Order, all parties to these proceedings are being duly served via email only due to the

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Rosemary Chiavetta, Secretary

January 29, 2021

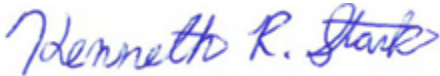
Page 2

current COVID-19 pandemic. Upon lifting of the aforementioned Emergency Order, we can provide parties with a hard copy upon request.

If you have any questions regarding the enclosed documents, please contact the undersigned.

Sincerely,

McNEES WALLACE & NURICK LLC



By

Susan E. Bruce (Attorney I.D. No. 80146)

Kenneth R. Stark (Attorney I.D. No. 312945)

KRS/ams

Enclosures

- c: Certificate of Service (without confidential information)
- c. Debra Backer and Stephen Jakab, PUC Bureau of Technical Utility Services (by e-mail)

# BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Inova Energy LLC, d/b/a \_\_\_\_\_, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) [as specified in item #4b below] to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

## 1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (including any fictitious name or d/b/a), primary address, web address, and telephone number of Applicant: Inova Energy LLC -Address – 34192 Spring Brook Ave. Lewes, DE. 19958  
www.inova-energy.com  
Phone – 302-750-3217  
[info@inova-energy.com](mailto:info@inova-energy.com)

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

Eric Brunhammer – 207 E. Harford Street, Milford, PA 18337 / Phone – 570-409-3111 / Fax – 302-691-7279

- 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.

Susan E. Bruce / Phone – 717-237-5254 / email- [sbruce@mcneeslaw.com](mailto:sbruce@mcneeslaw.com) address – 100 Pine St. P.O. Box 1166, Harrisburg, PA 17108-1166 / fax – 717-260-1666

- 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.

Susan E. Bruce / Phone – 717-237-5254 / email- [sbruce@mcneeslaw.com](mailto:sbruce@mcneeslaw.com) address – 100 Pine St. P.O. Box 1166, Harrisburg, PA 17108-1166 / fax – 717-260-1666

- 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.

Eric Brunhammer (President) T – 570-409-3111 / fax – 302-691-7279 / 34192 Spring Brook Ave. Lewes, DE. 19958  
[eric@inova-energy.com](mailto:eric@inova-energy.com)

Alternate - Lydie Langevin (Consultant) – T- 347-874-6639 / email – [lydie@inova-energy.com](mailto:lydie@inova-energy.com) 93 Fordham St. Bronx, NY 10464

## 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)
- X  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. Attached under Appendix 1A
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation. Attached under Appendix 1B
- Give name and address of officers. Eric Brunhammer (President/ Managing Member) 34192 Spring Brook Ave. Lewes, DE. 19958 302-750-3217 / [eric@inova-energy.com](mailto:eric@inova-energy.com)

### 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.

Inova Energy LLC has one affiliate currently doing business in PA, Clear Energy Solutions LLC, a licensed Broker in PA. Eric Brunhammer, who owns Inova Energy LLC also wholly owns Clear Energy Solutions LLC (). Clear Energy Solutions LLC brokers power in Pennsylvania and is located at 34192 Spring Brook Ave. Lewes, DE. 19958.

- 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 has no predecessors.

## 4. OPERATIONS

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

Definitions

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

The Applicant is presently doing business in Pennsylvania as a

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

**or**

X  The Applicant is not presently doing business in Pennsylvania.

The Applicant, Inova Energy LLC, is not doing business in PA. but Eric Brunhammer owns an electric and gas brokerage named, Clear Energy Solutions LLC which is doing business in PA. Clear Energy Solutions LLC operates in six states - OH, NJ (Our NJ license is still valid but shows as expired but Clear Energy Solutions LLC is waiting for the renewal license from the NJ PUC), PA, DE, DC, MD. All of Clear Energy Solutions LLC Licenses are attached under Appendix 1C.

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

- Generator of electricity
- X  Supplier of electricity (Inova Energy LLC will not be creating or generating 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.

The Applicant proposes to provide retail electricity supply services to large commercial customers, industrial customers, small commercial customers, governmental customers and residential customers in Pennsylvania in the Pike County Light and Power Utility territory.

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

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

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

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

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

Inova Energy LLC anticipates it will begin upon Commission approval.

## 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.

Neither the Applicant, Inova Energy LLC, its affiliate Eric Brunhammer, nor any other person identified in this application have ever been a defendant in a criminal or civil proceeding within the last five (5) years.

Neither the Applicant, Inova Energy LLC, its affiliate, Eric Brunhammer, nor any other person identified in this application nor Eric Brunhammer are currently a defendant in a criminal or civil proceeding.

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

N/A

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

No formal or escalated actions or complaints, in PA or any state has been filed with or by a customer, regulatory agency or prosecutor agency against the Applicant (or any predecessor), or a person identified in this application for the prior five (5) years.

No formal or escalated actions or complaints, in PA or any state has been filed with or by a customer, regulatory agency or prosecutor agency against any affiliate of the Applicant for the prior five (5) years, with one exception. The PA PUC cancelled a Broker license held by the Applicant's affiliate, Clear Energy Solutions LLC. Please see the explanation below.

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

The PA PUC cancelled a Broker license held by the Applicant's affiliate, Clear Energy Solutions LLC, in 2018 because the bond on file with the PAPUC for Clear Energy Solutions LLC expired and was not timely updated (though Clear Energy Solutions LLC's bond had remained valid). Clear Energy Solutions LLC then applied for a new license and was granted a new license under Docket Number A-2018-3006747. The old docket number for Clear Energy Solutions LLC was A-2017-2585655.

## 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

Department of Revenue  
Bureau of Compliance  
PO Box 281230  
Harrisburg, PA 17128-1230

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: **(Attached under Appendix 1D- Confidential)**

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years. **Please see Inova Energy LLC's accounting statements attached under Appendix 2D (Confidential) Please note, Inova Energy LLC is a startup. We do not have two years of accounting records.**
- 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. **Inova Energy LLC has eleven months of bank statements (attached under Appendix 1E Confidential)**

**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.

Inova Energy LLC has our Bank Line of Credit attached under Appendix 1F (Confidential)

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

N/A

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

Johnson and Yau Accountancy Corporation / Crystal Henzi, CPA / [crystalh@jyac.com](mailto:crystalh@jyac.com) / Phone - 408.288.5111 / Fax – 408-288-7174 / 42 West Campbell Ave. Third Floor, Campbell, Ca. 95008

**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.*

**Attached under Appendix 1G**

## 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:

**Attached under Appendix 1H and resumes under Appendix 2H**

- 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. **Please review, we have updated our business plan. It is attached under appendix 3H**
- 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. **Applicant's registration with NYISO is currently pending.**
- Any other information appropriate to ensure the technical capabilities of the Applicant. **Signed scheduling / consultant Contract attached under Appendix 4H**

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 In the beginning Inova Energy LLC will not use door to door marketing but may imply this marketing in the future. If Inova Energy LLC does we will update our application.

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.

All marketing will be proofed by the president of the company, Eric Brunhammer, as well as outside regulatory compliance advisor, McNees Wallace and Nurick LLC

- 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.

Eric Brunhammer – President /Managing Member – Resume attached under Appendix 1i.

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

Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.  
Application to FERC for market-based rate authorization is currently pending under Docket No.:

x Received approval from FERC to be a Power Marketer at Docket or Case Number ER20-2839-0000\_\_\_\_\_. Accepted on 11/3/2020. – Contact Kathy Senf-mitrione [kathysenf@ferc.gov](mailto:kathysenf@ferc.gov) 202-502-6202 or Contact Sara Batto for proof of acceptance - 202-812-4326 / email - [Sarah.Batto@ferc.gov](mailto:Sarah.Batto@ferc.gov)

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.

**As Inova Energy LLC has previously stated since we will be serving Pike County Light and Power, the Applicant will not be affiliated with PJM but NYISO. Zone G is the point of delivery for Pike County Light and Power. NYISO's rule is that we must first have our PA PUC license and then we can join NYISO.**

*(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 downloaded 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.

X  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.

X  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.

X  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.

X  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.

X  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.

X  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.

X  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.

X  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. Attached under Appendix 1L
- 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. Attached under appendix 1L

## 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) **Attached under Appendix 1M**

### 13. SIGNATURE

Inova Energy LLC

Applicant: \_\_\_\_\_

By: \_\_\_\_\_

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:** INOVA ENERGY LLC

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

PUC Secretary's Bureau Use

**Appendix A  
(Attached under Appendix 1M- Affidavits)**

# APPLICATION AFFIDAVIT

[Commonwealth/State] of Delaware :

: ss.

County of Sussex :

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

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

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

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

That the Applicant herein Inova Energy 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 Inova Energy 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My commission expires \_\_\_\_\_.

# OPERATIONS AFFIDAVIT

[Commonwealth/State] of Delaware \_\_\_\_\_ :

: SS.

County of Sussex \_\_\_\_\_ :

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

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

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

That Inova Energy 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 Inova Energy 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 Inova Energy 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.

**Appendix B (Continued)**

That Inova Energy 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

My commission expires \_\_\_\_\_.

**Appendix C  
(Attached under Appendix 1N)**

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

**CERTIFICATE OF SERVICE**

On this the \_\_\_\_ day of \_\_\_\_\_ 20\_\_, 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

Department of Revenue  
Bureau of Compliance  
PO Box 281230  
Harrisburg, PA 17128-1230

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

---

**Eric Brunhammer, President Inova Energy LLC.**

**Appendix D**  
**(Attached under Appendix 10)**

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

**Electric Generation Supplier License Financial Instruments**

Bonds or other financial instruments submitted in order to satisfy the licensing process must comply with the following:

The financial instrument, in the amount of \$250,000 for suppliers/aggregators or \$10,000 for brokers/marketers, should name the Pennsylvania Public Utility Commission as the obligee or beneficiary, and should contain the following unmodified language:

...“ in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. 2809(c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. 101, et seq. and the rules and regulation of the Pennsylvania Public Utility Commission by the Principal as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. 2810; to ensure the payment of annual fees as authorized by Act 155 of 2014; to adhere to the requirements of the Alternative Energy Portfolio Standards Act, 73 P.S. § 1648.1 et seq. and 52 Pa.Code 75.1 et seq.; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangement. Payment of claims shall have the following priority: (I) The Commonwealth of Pennsylvania; (II) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (III) Private Individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for the payment of any other tax obligations owed to the Commonwealth of Pennsylvania.”

The **ORIGINAL** financial instrument must be submitted, preferably by overnight delivery, to the Secretary of the Pennsylvania Public Utility Commission, 400 North Street, Keystone Building, Harrisburg, PA 17120. If the application is approved, the entry date of the Commission’s Order will be the effective date of the license.

**Applicants should CHOOSE ONE financial instrument template from Appendices E through H.**





## **Appendix 1A – Proof of Compliance**

**Removed from Public Version for  
Confidential and Proprietary purposes**

# **Appendix 1B – DE Incorporation Documents**

**(Attached)**

1B

# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "INOVA ENERGY LLC", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF FEBRUARY, A.D. 2019, AT 4:44 O'CLOCK P.M.



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State

7303782 8100  
SR# 20191608375

Authentication: 202371210  
Date: 03-05-19

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

1B



# State of Delaware

SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
P.O. BOX 898  
DOVER, DELAWARE 19903

8248888  
INNOVA ENERGY  
34192 SPRING BROOK AVE  
LEWES, DE 19958

03-05-2019

ATTN: ERIC BRUNHAMMER

DESCRIPTION	AMOUNT
7303782 - INOVA ENERGY LLC 0102Y LLC	
Formation Fee	\$70.00
Court Municipality Fee, Grgetown	\$20.00
7303782 - INOVA ENERGY LLC 8100 Certified Copy - 1 Copies	
Certification Fee	\$50.00
TOTAL CHARGES	\$140.00
TOTAL PAYMENTS	\$140.00
BALANCE	\$0.00

1B

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:44 PM 02/28/2019  
FILED 04:44 PM 02/28/2019  
SR 20191608375 - File Number 7303782

STATE OF DELAWARE  
CERTIFICATE OF FORMATION  
OF LIMITED LIABILITY COMPANY

The undersigned authorized person, desiring to form a limited liability company pursuant to the Limited Liability Company Act of the State of Delaware, hereby certifies as follows:

1. The name of the limited liability company is INOVA Energy LLC

2. The Registered Office of the limited liability company in the State of Delaware is located at 34192 Spring Brook Ave (street), in the City of Lewes, Zip Code 19958. The name of the Registered Agent at such address upon whom process against this limited liability company may be served is Eric Brunhammer

By: [Signature]  
Authorized Person

Name: Eric Brunhammer  
Print or Type

**Appendix 1C – Clear Energy Solutions LLC  
ESG Licenses to broker power**

**(Attached)**

**Ohio****Public Utilities  
Commission**

Asim Z. Haque, Chairman

Commissioners  
M. Beth Trombold  
Thomas W. Johnson  
Lawrence K. Friedeman  
Daniel R. Conway**PUBLIC UTILITIES COMMISSION OF OHIO***Certified as a Competitive Retail Electric Service Provider***RENEWAL**

Certificate Number:

**10-315E (5)**

Issued Pursuant to Case Number(s):

**10-2685-EL-AGG**

A certificate as a Competitive Retail Electric Service Provider is hereby granted to **Clear Energy Solutions, LLC** whose office or principal place of business is located at **34192 Spring Brook Ave., Lewes, DE 19958** to provide power broker services within the State of Ohio effective **January 19, 2019**.

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

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

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

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

Dated January 23, 2019.

By Order of

PUBLIC UTILITIES COMMISSION OF OHIO



Asim Z. Haque

**Certificate Expires: January 19, 2021**

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION**

**IN THE MATTER OF THE APPLICATION OF: A-2018-3006747**

**EFFECTIVE DATE: February 7, 2019**

*Application authorizing Clear Energy Solutions LLC to begin to offer, render, furnish or supply electricity or electric generation services as a broker/marketer to residential, small commercial (25 kW and under demand), large commercial (over 25 kW demand), industrial, and governmental customers in the electric distribution company service territory of PECO Energy Company in the Commonwealth of Pennsylvania.*

The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues, evidencing the Commission's approval, to the applicant this:

**LICENSE FOR ELECTRIC GENERATION SUPPLIER AS A BROKER/MARKETER**



In Witness Whereof, the PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 7<sup>th</sup> of February, 2019.

*Rosmary Chivetta*  
Secretary



COMMISSIONERS

DOUGLAS R. M. NAZARIAN  
CHAIRMAN

HAROLD D. WILLIAMS  
LAWRENCE BRENNER  
KELLY SPEAKES-BACKMAN  
W. KEVIN HUGHES

STATE OF MARYLAND

**PUBLIC SERVICE COMMISSION**

**#8, 11/14/12 AM; ML#s 141833 and 143297**  
**License Reference No.: IR-2789**

November 14, 2012

Eric Brunhammer  
President  
Clear Energy Solutions  
31953 Carneros Avenue  
Lewes, DE 19958

Dear Mr. Brunhammer:

On August 6, 2012, Clean Energy Solutions ("Company") filed an Application for a license to supply electricity or electric generation services in Maryland under COMAR 20.51. The Company proposes to provide electricity supplier services in Maryland for commercial and industrial customers as described in the application. Additional information was filed on October 23, 2012.

After considering this matter at the November 14, 2012 Administrative Meeting, the Commission granted the Company a license to supply electricity or electric generation services in Maryland in accordance with its Application (License Reference Number IR-2789). The license granted by the Commission under this Letter Order is limited solely to electricity broker services to commercial and industrial customers. Additionally, the Company is directed to file marketing and training materials specific to its Maryland operations for Commission and the Office of People's Counsel review when materials become available.

Finally, the Company is reminded that it is under a continuing obligation to notify the Commission within 30 days of any changes to the information upon which the Commission relied in granting this license. A copy of the supplemental or updated information is required to be filed concurrently with the Office of People's Counsel.

By Direction of the Commission,

*/s/ David J. Collins*

David J. Collins  
Executive Secretary

DJC/st  
cc: Phil Vanderheyden, Electricity Division

WILLIAM DONALD SCHAEFER TOWER • 6 ST. PAUL STREET • BALTIMORE, MARYLAND 21202-6806

410-767-8000

Toll Free: 1-800-492-0474

FAX: 410-333-6495

MDRS: 1-800-735-2258 (TTY/Voice)

Website: [www.psc.state.md.us](http://www.psc.state.md.us)

**eric@clearenergysolutions.org**

---

**From:** Cusi, Dante <Dante.Cusi@bpu.nj.gov>  
**Sent:** Tuesday, July 21, 2020 1:31 PM  
**To:** eric@clearenergysolutions.org  
**Cc:** Erbe, Darren; Bator, Alice; Hunt, Valencia; Cusi, Dante  
**Subject:** Clear Energy Solutions LLC -Renewal Application Under Review

To Eric Brunhammer:

The Board has received the Clear Energy Solutions LLC's renewal application on time, on March 10, 2020, docketed EE20030230L. Clear Energy Solutions, LLC may continue to operate under registration EA-0192 pursuant to N.J.A.C. 14:4-5.9 – Registration Renewal – Energy Agent or Private Aggregator. Your expiration date is extended until the renewal application is acted upon by the Board.

If any interested parties require additional verification you may refer them to ([Darren.Erbe@bpu.nj.gov](mailto:Darren.Erbe@bpu.nj.gov)) or [tps.pricelink@bpu.nj.gov](mailto:tps.pricelink@bpu.nj.gov). He will best be able to assist you in regards to the status of your renewal application.

best,

Dante Cusi  
Auditor 3  
Division of Audits  
**New Jersey Board of Public Utilities**  
44 South Clinton Ave., 9<sup>th</sup> Floor  
Post Office Box 350  
Trenton, NJ 08625-0350  
Office: (609) 292-1356  
Fax No. (609) 292-2620  
[dante.cusi@bpu.nj.gov](mailto:dante.cusi@bpu.nj.gov)  
[www.nj.gov/bpu](http://www.nj.gov/bpu)



Connect with us on social:



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**From:** eric@clearenergysolutions.org <eric@clearenergysolutions.org>  
**Sent:** Tuesday, July 21, 2020 11:33 AM  
**To:** Cusi, Dante <Dante.Cusi@bpu.nj.gov>  
**Subject:** RE: [EXTERNAL] NY Energy Agent License

Great, thanks, I know you've done this before. A couple of years ago. Eric

---

**From:** Cusi, Dante <[Dante.Cusi@bpu.nj.gov](mailto:Dante.Cusi@bpu.nj.gov)>  
**Sent:** Tuesday, July 21, 2020 11:32 AM  
**To:** [eric@clearenergysolutions.org](mailto:eric@clearenergysolutions.org)



Philip D. Murphy  
Governor

Sheila Y. Oliver  
Lt. Governor

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

Aida Camacho-Welch  
Secretary of the Board  
Tel. # (609) 292-1599

May 8, 2019

Eric Brunhammer, President  
Clear Energy Solutions  
34192 Spring Brook Ave.  
Lewes, Delaware 19958

Re: **Energy Agent Renewal Registration**  
Docket No. EE19030362L

Dear Mr. LeSage:

In accordance with the Electric Discount and Energy Competition Act of 1999, N.J.S.A. 48:3-49 et seq., at its May 8, 2019 Agenda meeting, the New Jersey Board of Public Utilities renewed the **REGISTRATION** as an Energy Agent to Clear Energy Solutions. Your registration number is EA-0192.

The enclosed registration is effective May 8, 2019 and expires on May 7, 2020. This registration and the rights thereunder are Non-Transferable.

***This letter is not an endorsement of, nor is it intended for use in, the marketing promotions of the registrant. Registrants shall comply with all applicable law, including the Electric Discount and Energy Competition Act, which prohibits the unauthorized change of a customer's energy provider and other fraudulent and illegal marketing activities.***

If you have any questions, please contact Dante Cusi at (609) 292-1356.

Sincerely,

A handwritten signature in cursive script that reads "Aida Camacho-Welch".

Aida Camacho-Welch  
Secretary of the Board

CDD/dec  
Encl.(s)

# State of New Jersey



## Board of Public Utilities

44 South Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314, P.O. Box 350, Trenton, New Jersey 08625-0350

### HEREBY REGISTERS

#### **Clear Energy Solutions**

34192 Spring Brook Ave.  
Lewes, Delaware 19958

To conduct business in the State of New Jersey as an

#### **Energy Agent**

  
**Aida Camacho-Welch**  
Secretary of the Board

**Registration No.** EA-0192  
**Effective Date:** May 8, 2019  
**Expiration Date:** May 7, 2020



BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF DELAWARE

IN THE MATTER OF THE APPLICATION )  
OF CLEAR ENERGY SOLUTIONS, LLC FOR )  
A CERTIFICATE TO PROVIDE ELECTRIC ) PSC DOCKET NO. 12-286  
SUPPLY SERVICES WITHIN THE STATE )  
OF DELAWARE (FILED JUNE 20, 2012) )

ORDER NO. 8196

ELECTRIC SUPPLIER CERTIFICATE

This 7<sup>th</sup> day of August 2012, the Commission determines and orders the following:

**WHEREAS**, on June 20, 2012, Clear Energy Solutions, LLC ("Clear Energy" or the "Company") filed an application seeking certification as a retail electric supplier in order to broker the sale or purchase of Electric Supply Service<sup>1</sup> (the "Application"). See 26 Del. C. §§1001(3), 1001(14), and 1012. Under the Electric Utilities Restructuring Act of 1999 (the "Act"),<sup>2</sup> "electric suppliers," which include Brokers, are not "public utilities," and, accordingly, the resulting sales of electric supply service to retail customers are not subject to traditional forms of rate regulation. See 26 Del. C. §§102(2) and 202(f);<sup>3</sup>

**WHEREAS**, in its Application, the Company states that it is a Broker that will utilize appropriate energy procurement strategies to

---

<sup>1</sup> Unless otherwise noted, capitalized terms shall have the meanings ascribed to them in 26 Del. C. §1001 and 26 Del. Admin. C. §3001.

<sup>2</sup> See 26 Del. C. Ch. 10.

<sup>3</sup> Under the Act, a "broker" means a person or entity that acts as an agent or intermediary in the sale or purchase of, but that does not take title to, electricity for sale to retail electric customers. 26 Del. C. §1001(3). Although a broker never takes "title" to the electric supply product, the Act deems a broker an "electric supplier." See 26 Del. C. §§1001(3) and (14)(c).

PSC Docket No. 12-286 Order No. 8196 Cont'd

meet the needs of commercial customers in Delaware. During Staff's review of the Company's Application, Staff advised the Company of the requirement for a toll-free number of a customer service department as set forth in the Commission's Rules for Certification and Regulations of Electric Suppliers, 26 *Del. Admin. C.* §3001 2.1.1.8.4 ("ES Rules"). The Company has requested a waiver of this requirement pursuant to § 2.5 of the ES Rules<sup>4</sup>. Staff recommends that the Commission grant the waiver requested by Clear Energy because the Company has a Delaware telephone number, will not be serving residential or small commercial customers, and intends to concentrate on medium to large commercial customers.

**WHEREAS**, Staff reports that the Company's Application otherwise fulfills all of the remaining requirements for an Electric Supplier Certificate to act as a Broker as set forth in the the ES Rules. In particular, Staff reports that the Company appears to possess the financial, operational, managerial, and technical capabilities to operate as a Broker of electric supply service. Therefore, Staff recommends that the Commission issue to Clear Energy an Electric Supplier Certificate that authorizes it to broker sales and customer purchases of electric supply services in the State of Delaware, consistent with the scheme adopted by the Act and the ES Rules;

**NOW, THEREFORE, IT IS HEREBY ORDERED BY THE AFFIRMATIVE  
VOTE OF NOT FEWER THAN THREE COMMISSIONERS:**

---

<sup>4</sup> "Upon the request of any Applicant, the Commission may, for good cause, waive any of the requirements of these Rules that are not required by statute. The waiver may not be inconsistent with the purpose of these Rules or Chapter X of Title 26 of *Del. C.*"

PSC Docket No. 12-286 Order No. 8196 Cont'd

1. That Clear Energy Solutions, LLC (the "Company") is hereby granted, under 26 *Del. C.* §1012(a) and 26 *Del. Admin. C.* §3001, a certificate to do business and operate as an "Electric Supplier" (Broker) within the State of Delaware. Under this Electric Supplier Certificate, the Company is authorized to broker Electric Supply Service within this State in accordance with 26 *Del. C. Ch.* 10.

2. That the Company shall at all times provide its brokerage of Electric Supply Service in accordance with the requirements imposed by 26 *Del. C. Ch.* 10 and 26 *Del. Admin. C.* §3001 as presently adopted, or as may be hereafter amended or supplemented. The Company is hereby notified that a violation of any applicable order, statute, regulation, rule, or other controlling authority may be enforced by the sanctions permitted by 26 *Del. C.* §§1012(a) and 1019 and 26 *Del. Admin. C.* §3001-10.2.

3. That the Company shall file, pursuant to the provisions of 26 *Del. C.* §1012(c)(2) and 26 *Del. Admin. C.* §§3001-3.9 and 3.10, such reports and pay such fees and assessments as may be required or imposed by 26 *Del. C.* §§114 and 115.

4. That the Company consents to the jurisdiction of the courts of the State of Delaware for all acts or omissions related to its offering of Electric Supply Services in this State.

5. That the Company is hereby placed on notice that the costs of the proceedings will be charged to it under the provisions of 26 *Del. C.* §114(b)(1).

6. The requirement for a toll-free number as set forth in the Commission's rules for Certification and Regulations of Electric

PSC Docket No. 12-286 Order No. 8196 Cont'd

Suppliers, 26 Del. Admin. C. §3001 2.1.1.8.4 is waived pursuant to § 2.5 of the ES Rules as this requirement is not required by statute and is not inconsistent with the purpose of the Commission Rules or Chapter X of Title 26 of the Delaware Code.

7. That the Commission reserves the jurisdiction and authority to enter such further Orders in this matter as may be deemed necessary or proper.

BY ORDER OF THE COMMISSION:

/s/ Dallas Winslow  
Chair

/s/ Joann T. Conaway  
Commissioner

/s/ Jaymes B. Lester  
Commissioner

/s/ Jeffrey J. Clark  
Commissioner

\_\_\_\_\_  
Commissioner

ATTEST:

/s/ Alisa Carrow Bentley  
Secretary



**PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA  
1333 H STREET N.W., 2ND FLOOR, WEST TOWER  
WASHINGTON, D.C. 20005**

**ORDER**

**November 6, 2012**

**FORMAL CASE NO. EA 12-11 IN THE MATTER OF THE APPLICATION OF  
CLEAR ENERGY SOLUTIONS FOR AN ELECTRICITY LICENSE, Order No.  
16956**

1. By this Order, the Public Service Commission of the District of Columbia (“Commission”) grants a license to Clear Energy Solutions (“Clear Energy Solutions” or “Applicant”) to function as an electricity supplier in the District of Columbia.<sup>1</sup> Specifically, Clear Energy Solutions intends to operate as a broker of electricity for commercial and industrial customers in the District of Columbia, pursuant to Section 34-1505 of the “Retail Electric Competition and Consumer Protection Act of 1999 (“Act”).”<sup>2</sup>

2. On June 13, 2012, Clear Energy Solutions filed its license application.<sup>3</sup> Pursuant to the Commission’s licensing requirements as set forth in Order No. 11796,<sup>4</sup> Clear Energy Solutions has provided the following information:

- a) Proof of technical and managerial competence;
- b) An affidavit of compliance with applicable Federal and District of Columbia environmental laws and regulations dated June 9, 2012;
- c) Proof of financial integrity to include financial statements;
- d) Proof that Clear Energy Solutions has registered with the Department of Consumer and Regulatory Affairs to do business in the District of Columbia;
- e) An affidavit that Clear Energy Solutions is subject to all applicable taxes;

<sup>1</sup> D.C. Official Code § 34-1501(17) (2010 Repl.) defines, in part, an electricity supplier as “a person, including an aggregator, broker, or marketer, who generates electricity; sells electricity; or purchases, brokers, arranges or markets electricity for sale to customers.”

<sup>2</sup> D.C. Official Code § 34-1505; *see generally* §§ 34-1501-1520.

<sup>3</sup> *Formal Case No. EA 12-11, In the Matter of the Application of Clear Energy Solutions to provide Electric Service in the District of Columbia*, Application of Clear Energy Solutions filed June 13, 2012. Clear Energy Solutions filed supplemental information regarding its application on August 6 and November 2, 2012.

<sup>4</sup> *Formal Case No. 945, In the Matter of the Investigation into Electric Service Market Competition and Regulatory Practices*, Order No. 11796 at Attachment C, rel. September 20, 2000.

- f) An affidavit dated June 9, 2012, stating that Clear Energy Solutions will comply with all the requirements of all orders and regulations of the Commission; and
- g) Applicant's website address: [www.clearenergysolutions.org](http://www.clearenergysolutions.org).

3. After a complete review of the application, the Commission finds that granting the application of Clear Energy Solutions will serve the public interest. The information contained in its application demonstrates that the Applicant has the ability and the financial integrity to serve electricity customers in the District of Columbia.

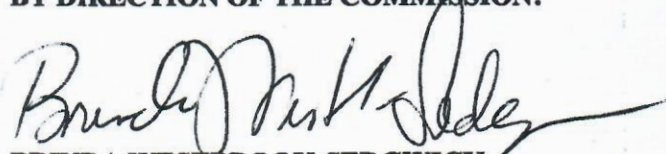
**THEREFORE, IT IS ORDERED THAT:**

4. The application of Clear Energy Solutions for a license to conduct business in the District of Columbia as an electricity supplier is hereby **GRANTED**.

**A TRUE COPY:**

**BY DIRECTION OF THE COMMISSION:**

**CHIEF CLERK:**



**BRINDA WESTBROOK-SEDGWICK  
COMMISSION SECRETARY**

## **Appendix 1D – Financial Records, Statements and Ratios**

**Removed from Public Version for  
Confidential and Proprietary purposes**

**Appendix 2D**  
**Income Statement Balance**  
**Sheet and Cash Flow**  
**Removed from Public Version for**  
**Confidential and Proprietary purposes**

**Appendix 1E**  
**Inova Bank Account Statements for**  
**October 2019 - August 2020**

**Removed from Public Version for**  
**Confidential and Proprietary purposes**

**Appendix 1F**  
**PNC \$250,000 Line of Credit**

**Removed from Public Version for  
Confidential and Proprietary purposes**

**Appendix 1G**  
**Tax Certification Statement**

**Removed from Public Version for  
Confidential and Proprietary purposes**

**Appendix 1H**  
**Inova Energy's Technical Experience**

**Removed from Public Version for  
Confidential and Proprietary purposes**



## **Appendix 2H**

### **Resumes of:**

- 1. Eric Brunhammer**
- 2. Ian Palao**
- 3. Stephanie Puntel**

**Removed from Public Version for  
Confidential and Proprietary purposes**

**Appendix 3H**  
**Inova Energy LLC's Business Plan**  
**Removed from Public Version for**  
**Confidential and Proprietary purposes**

**Appendix 4H**  
**Scheduling Contract**

**Removed from Public Version for  
Confidential and Proprietary purposes**

**Appendix 1i**  
**Eric Brunhammer's Resume**

**Removed from Public Version for  
Confidential and Proprietary purposes**

**Appendix 1K**  
**Currently Approved PA PUC Contracts**  
**Disclosure Statements, Inova Energy**  
**Business Enrollment Form, and Inova Energy**  
**Residential Enrollment Form**  
**(Attached)**

Electric Generation Supplier Information	<p>Inova Energy LLC 302-750-3217 <a href="http://www.inova-energy.com">http://www.inova-energy.com</a></p> <p>Inova Energy is responsible for electric generation charges.</p>
Price Structure	<p>Variable rate. Month to month rate purchased each month as a fixed rate. So, the rate won't be purchased hourly with potential for a lot of volatility but will be month to month at a NYISO one month fixed rate. The rate will change each month and the customer will be notified of the rate when they receive their bill copy. There is no limit on how much the price can change from one month to the next and the customer has the option to cancel at any time for any reason.</p>
Generation / Supply Price	<p>Cent per kWh. Our supply price will be month to month variable. There is no introductory offer. The price for the first billing period is ___per kWh</p>
Statement Regarding Savings	<p>Supplier will try to supply a guaranteed savings. Quarterly savings analysis will be emailed to each customer showing what they have saved. This product may not always provide savings to you and you have the option to leave at anytime for any reason.</p>
Deposit Requirements	<p>None</p>
Incentives	<p>10% of total Inova Energy profit will be given to charity or good cause of customer's choice. Customers will collectively vote on where the gift goes and whom it goes to.</p>
Contract Start Date	<p>This agreement will begin on a date set by your EDC</p>
Contract Term / Length	<p>Month to month</p>
Cancellation / Early Termination Fees	<p>No cancellation or early termination fees.</p>
Renewal Terms	<p>This agreement will continue on a month to month basis unless cancelled by the customer or Inova Energy LLC.</p>
Electric Distribution Information	<p>Pike County Light and Power 105 Schneider Ln, Milford, PA 18337 (855) 855-2050. <a href="https://pclpeg.com/">https://pclpeg.com/</a></p> <p>Pike County Light and Power is responsible for distribution charges as well as any emergency outages.</p>

**Disclosure Statement for Inova Energy  
LLC**

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This is an agreement for electric generation service, between Inova Energy LLC and *(customer's name and address)*.

**Background**

We at Inova Energy LLC are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania.

Our PUC license number is A-XXXX-XXXXXXX.

We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will receive a single bill from Pike County Light and Power that will contain Pike County Light and Power charges and Inova Energy LLC's charges.

Right of Rescission – You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone (302-750-3217), in writing or electronically, [info@inova-energy.com](mailto:info@inova-energy.com) to cancel this agreement.

Definitions: (1) Generation Charge – Charge for production of electricity; (2) Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

Terms of Service

1. (a) Basic Service Prices

**FIXED PRICE:**

You will pay a fixed price of \$.0.000 per kWh for electric generation service.

This price includes – Energy Costs, Ancillary Services And Other ISO Costs, Auction Revenue Rights Credits, Capacity Costs, NITS Costs, Transmission Enhancement

Costs, Transmission Loss Credits, Line Loss Costs, FERC Order 745 Costs, Balancing Congestion Costs, Transmission Reallocation Costs.

### **Length of Agreement**

Fixed Term Agreement – You will buy your electricity generation service for the above address from Inova Energy LLC beginning on a date set by your electric distribution company, Pike County Light and Power and will continue for \_\_\_\_ months.

### **3. Special Terms and Conditions – None of the items apply**

Sign-up bonuses-

Add-ons –

Limited time offers –

Other Sales Promotions –

Exclusions –

### **Penalties, Fees and Exceptions -**

### **Cancellation Provisions –**

Fixed rate Products – If you terminate this Agreement you may be liable for an early termination payment calculated as the difference between (1) the prices below multiplied by the remaining anticipated usage of your account(s) and (2) the amount Constellation would be able to resell such related services. You will also be liable for all past due amounts as well as any costs incurred by Constellation in connection with collecting any such amounts.

Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come



due.

Remedies upon default. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or require that you compensate us for all losses we sustain due to your default, including the following: • payment of all amounts you owe us for electricity provided to you; • when the Agreement is terminated early (entirely or as to certain Accounts), payment of an amount (that we will calculate using our reasonable judgment) equal to the positive difference between (A) the dollar amount you would have paid to us under this Agreement had it not been terminated early and (B) the dollar amount we could resell such electricity for to a third party under then-current market conditions; and • all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement. The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement

#### **4. Renewal Provision/Agreement Expiration/Change in Terms**

If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

#### **5. Dispute Procedures**

Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

#### **6. Contact information**

**Supplier: Inova Energy LLC**

**Name: Eric Brunhammer**

**Address: 34192 Spring Brook Ave. Lewes, DE. 19958**

**Phone Number: 302-750-3217**

**Internet Address: <http://www.inova-energy.com>**

**Electric Distribution Company/Default Service Provider:**

**Name:** Pike County Light and Power  
**Address:** 105 Schneider Ln, Milford, PA 18337  
**Phone Number:** [\(855\) 855-2050](tel:8558552050)

**Universal Service – Customer Assistance Program:**

**Phone Number:**

**Public Utility Commission (PUC):**

[www.puc.pa.gov](http://www.puc.pa.gov)  
**Address:** 400 North Street, Harrisburg PA 17120  
**Phone Number:** 1-800-692-7380

**Definitions**

**General Terms and Conditions 1. Definitions. (1) Generation Charge – Charge for production of electricity; (2) Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. “Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO. “Auction Revenue Rights Credits” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are “Passed Through”, such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account’s applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us. “Balancing Congestion Costs” means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission’s Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017). “Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015). “Energy Costs” means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule “FERC Order 745 Costs” means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission (“FERC”) in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement. “ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity. “Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are**

“Included in Price,” the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable price or locational marginal price for the corresponding usage. “NITS Costs” means the cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT Tariff for the provision of transmission service within the UDC’s service territory, and

expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below. “Non Time Of Use” or “NTOU” means all hours of each day. “Off Peak” means all hours other than Peak hours. “Peak” means the hours designated as peak from time to time by the UDC. “Renewable Portfolio Standards Costs” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, as determined by reference to the renewable portfolio standards forward price curve for the state where the Account is located. “RMR Costs” or “Reliability-Must-Run Costs” means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions. “Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement. “Transmission Enhancement Costs” means the Transmission Enhancement charges or credits as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC’s service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below. “Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct. “Transmission Reallocation Costs” means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below. “UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts. “UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.



**Disclosure Statement for Inova Energy  
LLC**

---

This is an agreement for electric generation service, between Inova Energy LLC and *(customer's name and address)*.

**Background**

We at Inova Energy LLC are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania.

Our PUC license number is A-XXXX-XXXXXXX.

We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will receive a single bill from Pike County Light and Power that will contain Pike County Light and Power charges and Inova Energy LLC's charges.

Right of Rescission – You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone (302-750-3217), in writing or electronically, [info@inova-energy.com](mailto:info@inova-energy.com) to cancel this agreement.

Definitions: (1) Generation Charge – Charge for production of electricity; (2) Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

**Terms of Service**

**1. (a) Basic Service Prices**

**VARIABLE PRICE:**

Variable rate. Month to month rate purchased each month as a fixed rate. So, the rate won't be purchased hourly with potential for a lot of volatility but will be month to month at a NYISO one month fixed rate. The rate will change each month and the customer will be notified of the rate when they receive their bill copy. There is no limit on how much the price can change from one month to the next and the customer has the option to cancel at any time for any reason.

This price includes:

**Inova Energy Index Price Includes:**

- a. Estimated weighted average Wholesale Energy price
- b. Ancillary Services & requirements
- c. Zonal Congestion
- d. Market Scheduling and Forecasting Fees
- e. NYISO ISO Fees
- f. Transmission charges (is applicable)
- g. Losses & Charges
- h. Capacity Charges
- i. estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

**Inova Index Excludes:**

- a. Any charges from the LDC companies - Wires
- b. applicable state and local Sales Tax
- c. Unaccounted for Energy (UFE)
  1. The Inova Index price is based in large part on forecasted ISO charges and estimated future zonal energy prices

The Inova Variable price will change monthly. There is no limit on how much the price may change from one billing cycle to the next. For more information about this variable product, including what this price has been for the past 24 months please call 302-750-3217. Please remember that past prices do not indicate present or future prices.

**Length of Agreement**

Month-to-Month Agreement – You will buy your electricity generation service for the above street address from Inova Energy LLC beginning on a date set by your electric distribution company Pike County Light and Power and will continue on a month to month basis.

**3. Special Terms and Conditions – None of the items apply**

Sign-up bonuses-  
Add-ons –  
Limited time offers –  
Other Sales Promotions –  
Exclusions –

**Penalties, Fees and Exceptions** - There are no early cancellation fees if the customer cancels for indexed based products.

**4. Cancellation Provisions** – Variable Rate Products – No early termination fees apply for indexed based customers. This agreement may be canceled by either party at any time for any reason. The customer may cancel at any time for any reason and Inova Energy may end this contract for any time for any reason.

**5. Renewal Provision/Agreement Expiration/Change in Terms**

If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

**6. Dispute Procedures**

Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

**7. Contact information**

**Supplier: Inova Energy LLC**

**Name:** Eric Brunhammer  
**Address:** 34192 Spring Brook Ave. Lewes, DE. 19958  
**Phone Number:** 302-750-3217  
**Internet Address:** <http://www.inova-energy.com>

**Electric Distribution Company/Default Service Provider:**

**Name:** Pike County Light and Power  
**Address:** 105 Schneider Ln, Milford, PA 18337  
**Phone Number:** [\(855\) 855-2050](tel:(855)855-2050)

## Universal Service – Customer Assistance Program:

Phone Number:

## Public Utility Commission (PUC):

[www.puc.pa.gov](http://www.puc.pa.gov)

Address: 400 North Street, Harrisburg PA 17120

Phone Number: 1-800-692-7380

## Definitions

General Terms and Conditions 1. Definitions. (1) Generation Charge – Charge for production of electricity; (2) Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company. “Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO. “Auction Revenue Rights Credits” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are “Passed Through”, such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account’s applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us. “Balancing Congestion Costs” means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission’s Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017). “Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015). “Energy Costs” means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule “FERC Order 745 Costs” means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission (“FERC”) in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement. “ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity. “Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kW/h difference between the UDC metered usage and the ISO settlement volumes. If Line Loss Costs are “Included in Price,” the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable price or locational marginal price for the corresponding usage. “NITS Costs” means the cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT Tariff for the provision of transmission service within the UDC’s service territory, and



expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below. “Non Time Of Use” or “NTOU” means all hours of each day. “Off Peak” means all hours other than Peak hours. “Peak” means the hours designated as peak from time to time by the UDC. “Renewable Portfolio Standards Costs” means the costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, as determined by reference to the renewable portfolio standards forward price curve for the state where the Account is located. “RMR Costs” or “Reliability-Must-Run Costs” means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions. “Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement. “Transmission Enhancement Costs” means the Transmission Enhancement charges or credits as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC’s service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below. “Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct. “Transmission Reallocation Costs” means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below. “UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts. “UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.



## Inova Energy LLC. Pennsylvania Customers Commercial/Industrial Electricity Agreement

Company Name _____ Tax ID# _____ Billing Address _____ City _____ Zip _____ Desired Start Date _____ Number of Accounts _____ Local Utility Co _____ <input type="checkbox"/> Check if Tax Exempt (Proof of Tax Exempt status must be provided)	Primary Contact Name _____ Phone(s) _____ Fax _____ Email _____ Secondary Contact Name _____ Phone _____ Fax _____ Email _____
--	---

<b>Key Terms:</b>	Price per kWh: Indexed	Term: Month-to-Month	Customer Contract #
	Payment Type:	Inova Energy – <i>Pennsylvania</i> Contract ID.	

**10% of the net profit of Inova Energy LLC will be donated to Charity within the residents and Community of Pike County Light and Power.**

Customer’s electrical service under this Agreement begins on the date that Customer’s Electricity Distribution Center switches Customer’s electricity service to Inova Energy and will continue on a month to month basis. The switch upon enrollment or cancellation will occur on a date set by the EDC.

**Inova Energy Index Price Includes:**

- a. Estimated weighted average Wholesale Energy price
- b. Ancillary Services & requirements
- c. Zonal Congestion
- d. Market Scheduling and Forecasting Fees
- e. NYISO ISO Fees
- f. Transmission charges (is applicable)
- g. Losses & Charges
- h. Capacity Charges
- i. estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

**Inova Index Excludes:**

- a. Any charges from the EDC companies - Wires
- b. applicable state and local Sales Tax
- c. Unaccounted for Energy (UFE)
- 1. The Inova Index price is based in large part on forecasted ISO charges and estimated future zonal energy prices

The Inova Variable price will change monthly. No early termination fees apply for indexed based customers. This agreement may be canceled by either party at any time for any reason. The customer may cancel at any time for any reason and Inova Energy may end this contract for any time for any reason. There is no limit on how much the price may change from one billing cycle to the next. For more information about this variable product, including what this price has been for the past 24 months please call 302-750-3217. Please remember that past prices do not indicate present or future prices

1	Account# _____ Service Address: _____ City _____ Zip _____
2	Account# _____ Service Address: _____ City _____ Zip _____
3	Account# _____ Service Address: _____ City _____ Zip _____

<b>4</b>	Account# _____
	Service Address: _____ City _____ Zip _____

<b>5</b>	Account# _____
	Service Address: _____ City _____ Zip _____

<b>6</b>	Account# _____
	Service Address: _____ City _____ Zip _____

<b>7</b>	Account# _____
	Service Address: _____ City _____ Zip _____

_____
Customer Duly Authorized Signature
_____
Print Name & Title
Date: _____

_____
Email address for billing
_____
_____
Special instructions

## *Inova Energy LLC. Pennsylvania Customers Residential Electricity Agreement*

Company Name \_\_\_\_\_  
 Tax ID# \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 City \_\_\_\_\_ Zip \_\_\_\_\_  
 Desired Start Date \_\_\_\_\_  
 Number of Accounts \_\_\_\_\_  
 Local Utility Co \_\_\_\_\_  
 Check if Tax Exempt (Proof of Tax Exempt status must be provided)

Primary Contact Name \_\_\_\_\_  
 Phone(s) \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_  
 Secondary Contact Name \_\_\_\_\_  
 Phone \_\_\_\_\_  
 Fax \_\_\_\_\_  
 Email \_\_\_\_\_

<b>Key Terms:</b>	Price per kWh: Indexed	Term: Month-to-Month	Customer Contract #
	Payment Type:	Inova Energy – <i>Pennsylvania</i> Contract ID.	

**10% of the net profit of Inova Energy LLC will be donated to Charity within the residents and Community of Pike County Light and Power.**

Customer’s electrical service under this Agreement begins on the date that Customer’s Electricity Distribution Center switches Customer’s electricity service to Inova Energy and will continue on a month to month basis. The switch upon enrollment or cancellation will occur on a date set by the EDC.

**Inova Energy Index Price Includes:**

- a. Estimated weighted average Wholesale Energy price
- b. Ancillary Services & requirements
- c. Zonal Congestion
- d. Market Scheduling and Forecasting Fees
- e. NYISO ISO Fees
- f. Transmission charges (is applicable)
- g. Losses & Charges
- h. Capacity Charges
- i. estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax

**Inova Index Excludes:**

- a. Any charges from the EDC companies - Wires
- b. applicable state and local Sales Tax
- c. Unaccounted for Energy (UFE)
- 1. The Inova Index price is based in large part on forecasted ISO charges and estimated future zonal energy prices

The Inova Variable price will change monthly. No early termination fees apply for indexed based customers. This agreement may be canceled by either party at any time for any reason. The customer may cancel at any time for any reason and Inova Energy may end this contract for any time for any reason. There is no limit on how much the price may change from one billing cycle to the next. For more information about this variable product, including what this price has been for the past 24 months please call 302-750-3217. Please remember that past prices do not indicate present or future prices

<b>1</b>	Account# _____ Service Address: _____ City _____ Zip _____
----------	---

<b>2</b>	Account# _____ Service Address: _____ City _____ Zip _____
----------	---

<b>3</b>	Account# _____ Service Address: _____ City _____ Zip _____
----------	---

<b>4</b>	Account# _____
	Service Address: _____ City _____ Zip _____

<b>5</b>	Account# _____
	Service Address: _____ City _____ Zip _____

<b>6</b>	Account# _____
	Service Address: _____ City _____ Zip _____

<b>7</b>	Account# _____
	Service Address: _____ City _____ Zip _____

_____
Customer Duly Authorized Signature
_____
Print Name & Title
Date: _____

_____
Email address for billing
_____
_____
Special instructions

**Appendix 1L**  
**Affidavits**  
**(Attached)**

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Delaware :

: ss.

County of Sussex :

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

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

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

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

That the Applicant herein Inova Energy 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 Inova Energy 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.

[Handwritten signature]

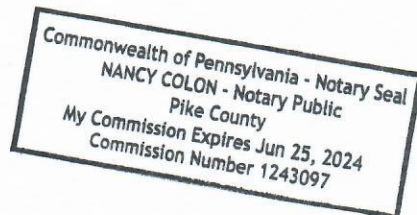
Signature of Affiant

Sworn and subscribed before me this 15 day of Sept, 2020

[Handwritten signature]

Signature of official administering oath

My commission expires 6-25-2024





**Appendix B**

**OPERATIONS AFFIDAVIT**

[Commonwealth/State] of Delaware \_\_\_\_\_ :

: **ss.**

County of Sussex \_\_\_\_\_ :

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

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

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

That Inova Energy 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 Inova Energy 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 Inova Energy 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.

**Appendix B (Continued)**

That Inova Energy 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.



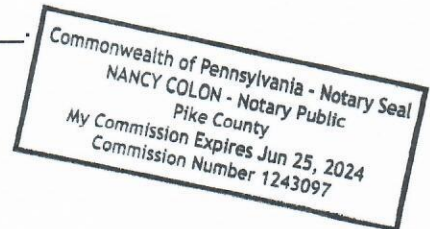
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 15 day of Sept, 2020.



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

My commission expires 6-25-2024.



**Appendix 1M**  
**Newspaper Publications**  
**(Attached)**

## **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) **Attached under Appendix 1L***

### **1. SIGNATURE**

Inova Energy LLC

Applicant: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ President \_\_\_\_\_

**Seltzer, Anne**

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**From:** THE SCRANTON TIMES <legals@timeshamrock.com>  
**Sent:** Monday, August 17, 2020 2:36 PM  
**To:** eric@inova-energy.com  
**Subject:** Payment Receipt - Payment # 2765313  
**Attachments:** r\_rprtrcpt\_0817143494.pdf

Eric:

Receipt for ad to run tomorrow in the Scranton Times.

Sharon Venturi  
Legal Clerk

---

## THE SCRANTON TIMES

DBA THE TIMES TRIBUNE  
PO BOX 3478  
SCRANTON PA 18505-0478PHONE: 570-348-9183  
FAX: 570-348-9149

Printed 08/17/20 14:34

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**Advertising Payment Receipt**

---

<b>Account number:</b>	636480	<b>Credit Card #:</b>	*****4600
<b>Account name:</b>	INOVA ENERGY LLC ERIC BRUNHAMMER 207 E HARFORD STREET MILFORD PA 18337	<b>Approval Code:</b>	415753[335134774]
<b>Phone number:</b>	302-750-3217	<b>Credit Holder Name:</b>	ERIC BRUNHAMMER INOVA ENE
<b>Payment number:</b>	2765313		
<b>Payment date:</b>	08/17/20		
<b>Amount:</b>	223.30		
<b>Payment description:</b>	CREDIT CARD PAYMENT INOVA ENERGY LLC		

---

<b>Ad Number:</b>	82468817	<b>Class Code:</b>	X1010
<b>Ad Taker:</b>	svent	<b>Salesperson:</b>	110ST
<b>First Words:</b>	LEGAL NOTICE PENNSYLVANIA		

**Appendix 1N**  
**Certificate of Service**  
**(Attached)**



**Appendix C  
(Attached under Appendix 1N)**

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

**CERTIFICATE OF SERVICE**

On this the 29th day of January 2021, 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

Department of Revenue  
Bureau of Compliance  
PO Box 281230  
Harrisburg, PA 17128-1230

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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**Eric Brunhammer, President Inova Energy LLC.**