



159 20th St., Suite 1B  
Brooklyn, NY 11232

P. 212 590 0145

info@feller.law  
www.feller.law

**VIA E-FILING AND FEDERAL EXPRESS**

October 6, 2023

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

**RE: Initial Supplier of Electricity Application of ResCom Energy LLC (“ResCom”)**

Dear Secretary Chiavetta:

In regards to the above-referenced matter, enclosed please find an **original** of the confidential version of the Supplier of Electricity License Application for ResCom together with a **redacted** copy of the same. A redacted copy of the Supplier of Electricity License Application is being mailed to the parties listed on Appendix C. In addition, a redacted copy of the same has been submitted this day electronically on the Commissions website. In accordance with 52 Pa. Code § 54.32, ResCom encloses under separate cover and requests that its responses and corresponding to Exhibit 7b – Financial, Records, Statements and Ratings be treated as confidential.

Please note that the following items are being delivered under separate cover via Federal Express:

1. \$350 application fee payable to the Commonwealth of Pennsylvania;
2. Original newspaper posting affidavits; and
3. Bond in the amount of \$250,000.00.

The enclosed is treated as confidential by ResCom, and public disclosure of such information could be potentially harmful to its position as a supplier of electricity. ResCom further requests that its responses to any subsequent requests for additional information or clarification which staff might take with regard to these same requests also be permitted to be filed under seal.

Thank you, and please direct any questions or concerns about the information enclosed to the undersigned.

Respectfully,

*/s/ Michelle Mann*

Michelle Mann  
Director of Government Affairs and  
Regulatory Paralegal  
Feller Law Group, PLLC  
Phone: (718) 690-3480  
[Email: michellemann@feller.law](mailto:michellemann@feller.law)  
*On behalf of ResCom Energy LLC*

Enclosures

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of ResCom Energy LLC, d/b/a N/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:  
ResCom Energy LLC  
770 N. LaSalle Street, Suite 600  
Chicago, IL 60654  
Website: ResComEnergy.com  
Telephone: 877-473-7266  
Email: customerservice@rescom-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.  
Corporation Service Company  
2595 Interstate Drive Suite 103  
Harrisburg PA 17110 Dauphin County  
Phone:800-927-9801  
Fax: N/A
- 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 and future inquiries should be addressed.

**NOTE:** To ensure timely receipt of regulatory information, a contact employed directly by the Applicant, and not a consultant, is preferred.

ResCom Energy LLC  
Amy Van Gelder, Chief Operating Officer  
Direct: 832-276-2961  
compliance@p1ec.com; avangelder@p1ec.com

Feller Law Group, PLLC  
Michelle Mann, Director of Government Affairs & Regulatory Compliance/Corporate Paralegal  
159 20th St, Suite 1B Brooklyn, NY 11232  
Phone: (718)690-3480  
Email: regulatory@fellerlaw.com

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

Feller Law Group, PLLC  
Natara G. Feller, Esq  
Managing Partner  
159 20th St, Suite 1B Brooklyn, NY 11232  
Phone: (212)590-0145  
Email: natarafeller@feller.law

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** Provide the name, title, address, telephone number, FAX number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be

the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSs.

Katie Widmar, Chief Administrative Officer  
770 N. Lasalle Street, Suite 600  
Chicago, IL 60654  
Phone: 877-473-7266  
Email: [compliance@rescom-energy.com](mailto:compliance@rescom-energy.com)

Kay King, Administrator  
770 N. Lasalle Street, Suite 600  
Chicago, IL 60654  
Phone: 877-473-7266  
Email: [compliance@rescom-energy.com](mailto:compliance@rescom-energy.com)

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

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

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

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

**or**

X The Applicant will not be using a fictitious name.

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

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

The Applicant is a sole proprietor.

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

**or**

The Applicant is a:

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

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Please refer to Exhibit 2b - BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- \* If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

**or**

The Applicant is a:

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

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

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

### **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.

ResCom Energy LLC is a subsidiary of The Power 1 Energy Company. The Power Company USA LLC is affiliated with ResCom Energy LLC and is also a subsidiary of The Power 1 Energy Company.

The Power 1 Energy Company does not fall under the category of a jurisdictional public utility and has no intentions of seeking business operations approval within Pennsylvania. The physical address for The Power 1 Energy Company is 770 N. Lasalle Dr. Suite 600, Chicago, Illinois 60654. The Power Company USA LLC is currently in the process of applying for licensing to operate as a broker within the Commonwealth of Pennsylvania.

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

ResCom Energy LLC does not have any predecessors and therefore, did not operate under any other name within the preceding five years.

### **4. OPERATIONS**

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

Definitions

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

- The Applicant is presently doing business in Pennsylvania as a

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

**or**

The Applicant is not presently doing business in Pennsylvania.

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

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

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

ResCom Energy LLC will be providing retail electricity supply service to all customer groups in all service territories in the Commonwealth of Pennsylvania.

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

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

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -  
This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted directly to residential and/or small commercial customers.** Further information may be found in the Requirements Applicable to Mixed Meter Scenarios Secretarial Letter served March 25, 2011, at Docket No. M-2009-2082042.

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

ResCom Energy LLC proposes to begin marketing in Pennsylvania in January 2024.

## 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 ResCom Energy LLC, an affiliate, a predecessor, nor a person identified in this application have been or currently the defendant of a criminal or civil proceeding within the last 5 years.

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

N/A

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

On December 19, 2019, the Commission adopted a Final Order that found ResCom Energy to be out-of-compliance with 52 Pa. Code §54.40(a) and (d). The Final Order required that all the Electric Distribution Companies (EDC) in which ResCom Energy was actively serving customers to transfer ResCom Energy's customers to default service or another supplier of the customers' choosing. On January 3, 2020, and January 6, 2020, Duquesne Light Company and PECO Energy Company, respectively, provided notice to the Commission that the customer transfers were completed.

ResCom Energy LLC is fully aware of the requirement to maintain financial security the entire time it maintains an EGS license with the Commonwealth of Pennsylvania. Further, ResCom Energy LLC is aware that they must submit a rider, amendment, or continuation certificate annually based on the expiration date of the security instrument if it is not continuous. Having recently undergone management changes, ResCom is now well equipped to ensure there are no issues with maintaining their financial security going forward.

On October 7, 2021, Illinois Commerce Commission issued a charging document regarding failure to file certain compliance filings. ResCom Energy did not become aware of this matter until March of 2022. ResCom Energy worked with its external counsel, Feller Law Group, and the Illinois Commerce Commission to file all outstanding compliance reports and settle the matter. Due to management changes, ResCom was not aware of the initial filing. Rescom Energy has retained Feller Law Group to manage all compliance filings.

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

N/A or

If granted a PA EGS License, ResCom agrees to strictly adhere to the regulatory and compliance requirements of the PAPUC, including but not limited to 52 Pa. Code §54.40(a) and (d). ResCom will contact Stephen Jakab at sjakab@pa.gov (or the appropriate contact is at the time) at least sixty days (60) prior to the security instrument's expiration, date to determine the appropriate bonding amount. Once the amount has

been determined, ResCom will 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.

## 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:

- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies. Please see exhibit 7b
- 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 exhibit 7b
- 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. Please see exhibit 7b
- A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
- Audited financial statements exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

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

ResCom Energy LLC is funded by its parent entity (Power 1 Energy Company) and Board of Directors, and intends to establish supply and credit agreements in the near future.

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

ResCom Energy LLC is not a broker/marketer and therefore, this question is not applicable.

**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.

Katie Widmar, Chief Administrative Officer  
770 N. Lasalle Street, Suite 600  
Chicago, IL 60654  
Phone: 877-473-7266  
Email: [accounting@rescom-energy.com](mailto:accounting@rescom-energy.com)

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

*All sections of the Tax Certification Statement must be completed. Submitting N/A on either the Sales Tax License Number or the Employer ID Number (items 7A and 7B) shall be accompanied by supporting documentation or an explanation validating the absence of such information.*

*Item 7A on the Tax Certification Statement is designated by the Pennsylvania Department of Revenue.  
Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service  
Please see exhibit 7f*

## **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.

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

- a.
- Applicant's previous experience in the electricity industry. Please see exhibit 8a
  - Summary and proof of licenses as a supplier of electric services in other states or jurisdictions. Please see exhibit 8a
  - Type of customers and number of customers Applicant currently serves in other jurisdictions. Please see exhibit 8a
  - Staffing structure and numbers as well as employee training commitments. Please see exhibit 8a
  - Business plans for operations within the Commonwealth. Please see exhibit 8a
  - 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. Please see exhibit 8a
  - Any other information appropriate to ensure the technical capabilities of the Applicant. Please see exhibit 8a

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

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

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- N/A 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.

ResCom Energy LLC will enforce compliance with the Uniform Code of Conduct with all employees, associates, and subcontractors and require fair, ethical and friendly conduct while representing ResCom. We believe the combination of competitive pricing and friendly, easy to access support will provide the best experience possible for our customers. ResCom will conduct market-specific training and testing to its staff twice annually, or as new regulations are established, will conduct its own internal non-scheduled compliance audits as part of the organization's quality assurance standards.

- 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.

Ed Jenks, Chief Executive Officer  
770 N. Lasalle St. Suite 600  
Chicago, IL 60654

Katie Widmar, Chief Administrative Officer  
770 N. Lasalle Street, Suite 600  
Chicago, IL 60654

Amy Van Gelder, Chief Operating Officer  
770 N. Lasalle Street, Suite 600  
Chicago, IL 60654

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

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

Received approval from FERC to be a Power Marketer at Docket or Case Number: ER09-1739-000; ER09-1739-001.

Not applicable

## 9. DISCLOSURE STATEMENTS:

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

- Electricity should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated. Please see exhibit 9.A.a

***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. Please see exhibit 10.A.a

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

*(Select only one of the following)*

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

**AGREED** - Applicant will provide compliance with this requirement within 120 days of receiving its license



ACKNOWLEDGED - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

- b. STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 54.43, as well as any future amendments.

x        AGREED

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

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

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

## 12. NEWSPAPER PUBLICATIONS

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

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

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

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

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News or Philadelphia Inquirer	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

*(Newspaper Publication Templates are provided at Appendices K and L)*

**13. SIGNATURE**

Applicant: ResCom Energy LLC

By: G.W. Goldman

Title: Chief Administrative Officer

**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: ResCom Energy, LLC**

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

PUC Secretary's Bureau Use

## Appendix C

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

### Example CERTIFICATE OF SERVICE

On this the 5<sup>th</sup> day of October 2023, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all **NON-CONFIDENTIAL** attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom, upon the following:

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

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

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

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

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

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

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

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

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

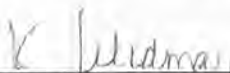
Vice President – Energy Supply  
Corning Natural Gas Holding Corporation  
330 West William Street  
Corning, NY 14830

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

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

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

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

  
\_\_\_\_\_  
**Katie Widmar**  
**Chief Administrative Officer**  
**ResCom Energy LLC**

**EXHIBIT 2b**  
**BUSINESS ENTITY FILINGS AND DEPARTMENT OF STATE FILINGS**

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

**RESPONSE:**

Please refer to the attached.

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

**RESPONSE:**

Please refer to the attached.

Give name and address of officers.

**RESPONSE:**

Ed Jenks, Chief Executive Officer  
770 N. Lasalle St. Suite 600  
Chicago, Illinois 60654

Katie Widmar, Chief Administrative Officer  
770 N. Lasalle Street Suite 600  
Chicago, IL 60654

Dan Jenks, Chief Marketing Officer  
770 N. Lasalle Street Suite 600  
Chicago, IL 60654

Amy Van Gelder, Chief Operations Officer  
770 N. Lasalle Street Suite 600  
Chicago, IL 60654

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Application for Registration - Foreign

(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)  
 Registered Limited Liability Limited Partnership (§ 8211)  
 Limited Partnership (§ 8582)  
 Limited Liability Company (§ 8981)

Name	<del>CT CORP-COUNTED</del>		
Address	<del>CT CORP-COUNTED</del>		
City	State	Zip Code	
80036667	SO PA		

Document will be returned to the name and address you enter to the left.



Commonwealth of Pennsylvania  
APPLICATION FOR REGISTRATION 3 Page(s)



T1032867003

Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name to be registered is:  
RESCOM ENERGY LLC

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following):  
The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:  
Jurisdiction: CT Date of Formation: 08/24/2009

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider				County
CT Corporation System				Philadelphia

NOV 23 PM 12:10  
PA DEPT. OF STATE

5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

20 EAST AVENUE	BRIDGEPORT	CT	06610
Number and street	City	State	Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

Number and street	City	State	Zip
-------------------	------	-------	-----

6. ~~For Restricted Professional Limited Liability Company Only. Strike out if inapplicable:~~ The company is a restricted professional company organized to render the following professional service(s):

---

**Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8**

7. The name and business address of each general partner.

Name	Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

Number and street	City	State	Zip	County
-------------------	------	-------	-----	--------

The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

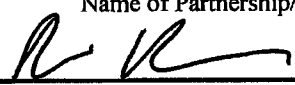
IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

19th day of Nov., 2010 .

RESCOM ENERGY LLC

---

Name of Partnership/Company



---

Signature

Managing Member

---

Title



**Commonwealth of Pennsylvania**  
**Bureau of Corporations and Charitable Organizations**  
401 North Street, Room 206, P.O. Box 8722  
Harrisburg, PA 17105-8722  
(717) 787-1057  
[www.dos.pa.gov/corps](http://www.dos.pa.gov/corps)

**Entity Report**

October 15,2020

Examination of the indices in the Department of State on the above date show a Limited Liability Company was filed on November 23,2010 entitled:

**RESCOM ENERGY LLC**

Entity # 3993674

Citizenship: Foreign

With Address At: C/O CT Corporation System

**Filing History :**

<b>Date</b>	<b>Microfilm</b>	<b>Filing</b>
11/23/2010		Creation Filing

FILING #0003995128 PG 01 OF 01 VOL B-01318  
FILED 08/24/2009 03:00 PM PAGE 01150  
SECRETARY OF THE STATE  
CONNECTICUT SECRETARY OF THE STATE

# ARTICLES OF ORGANIZATION

## Limited Liability Company-DOMESTIC

C.G.S. §§34-120; 34-121

Make checks payable to  
"Secretary of the State"

Website Address: [www.concord.sots.ct.gov](http://www.concord.sots.ct.gov) Telephone Number: (860) 509-6003  
Mailing Address: Connecticut Secretary of the State, Commercial Recording Division P.O. Box 150470, Hartford, CT 06115-0470  
Courier Delivery Address ONLY: (i.e. FedEx, UPS, etc.) 30 Trinity Street, Hartford, CT 06105

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. (Attach 6 1/2 x 11 sheet if necessary)

1. Complete name of Limited Liability Company-**REQUIRED:** (Must include business designation i.e. LLC, L.L.C., etc.)

RES CON ENERGY LLC

2. Description of business to be transacted or purpose to be promoted-**REQUIRED:**

ELECTRIC POWER RESELLER

3. LLC's principal office address-**REQUIRED:** (No P.O. Box)

54 THE-CIRCLE  
EASTON, CT 06612

4. Mailing address, if different than #3:

5. Appointment of statutory agent for service of process-**REQUIRED:** Complete A or B, not both

**EITHER**  A. If agent is an individual:


Print or type full legal name:

DAVID COHEN

Business Address: (No P.O. Box)

54 THE-CIRCLE  
EASTON, CT 06612

Signature accepting appointment:

x 

If none, MUST state "NONE"

CT Residence Address: (No P.O. Box)

**OR**  B. If agent is a business:

Print or type name of business as it appears on our records:

CT Business Address: (No P.O. Box)

Signature accepting appointment on behalf of agent:

x \_\_\_\_\_

Print name & title:

6. Manager or member information-**REQUIRED:** (Must list at least one manager or member of the LLC.)

Name	Title	Business Address: (No P.O. Box)	Residence Address: (No P.O. Box)
DAVID COHEN	MANAGING MEMBER	54 THE-CIRCLE EASTON, CT 06612	SAME
		If none, MUST state "NONE"	
		If none, MUST state "NONE"	

7. Management -Place a check next to the following statement **ONLY** if it applies

Management of the limited liability company shall be vested in a manager or managers.

8. Execution-**REQUIRED:** (Subject to penalty of false statement.)

Print or type name of organizer:

T.M. VIEGA

Signature:

x 

Date:

8-24-09

- An annual report will be due yearly in the anniversary month that the LLC was formed/registered and can be easily filed online @ [www.concord.sots.ct.gov](http://www.concord.sots.ct.gov). If you are no longer transacting business in Connecticut you must file the appropriate document with our office.
- Contact your tax advisor or the Taxpayer Service Center at the Department of Revenue Services as to any potential tax liability relating to your business, including questions about the Business Entity Tax.
- Taxpayer Service Center: (800) 382-9463 or (860) 297-5962 or go to [www.ct.gov/drs](http://www.ct.gov/drs)

Revised 8/17/09

STATE OF CONNECTICUT }  
OFFICE OF THE SECRETARY OF THE STATE } SS. HARTFORD

I hereby certify that this is a true copy of record  
in this Office.

In Testimony whereof, I have hereunto set my hand,  
and affixed the Seal of said State, at Hartford,  
this 19<sup>th</sup> day of December A.D. 2014

  
\_\_\_\_\_  
SECRETARY OF THE STATE *ng*

**EXHIBIT 7b**  
**FINANCIAL, RECORDS, STATEMENTS, AND RATINGS**

**REDACTED**

Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided.

Please refer to the below items attached:

Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.

**RESPONSE:**

[REDACTED]

Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient).

**RESPONSE:**

[REDACTED]

Applicant's accounting statements, including balance sheet and income statements for the past two years.

**RESPONSE:**

[REDACTED]

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.

**RESPONSE:**

[REDACTED]

**EXHIBIT 8a**  
**TECHNICAL FITNESS**  
**EXPERIENCE, PLAN, STRUCTURE**

Please refer to the below:

- a. Applicant's previous experience in the electricity industry.

**RESPONSE:**

ResCom Energy was founded in 2009 under the laws of Connecticut as a limited liability company. ResCom Energy's principle interest is expanding their markets as a competitive retail electric supplier.

ResCom Energy is a member of PJM and is licensed in DE, IL, MD and OH. Services include, but are not limited to, supplying retail customers with their expected twelve-month electric generation load requirements by purchasing electricity and related services through wholesale generation suppliers and traders participating in the various wholesale markets.

ResCom Energy LLC has contracted with Genscape, Inc. ("Genscape"), now operating under Wood Mackenzie, of New York, a consultancy with over 30 years of energy industry experience, to manage all wholesale business processes. Genscape is tasked with creating retail supply forecasts, scheduling energy into PJM, as well as managing all settlement data and hedging activities. Genscape currently manages over 500,000 retail meters nationwide for over 30 different power marketers.

In addition, ResCom Energy LLC has contracted with ArcTrade, Inc. ("ArcTrade"), a consultancy with over 30 years of energy industry experience, to manage all wholesale business processes. ArcTrade is tasked with creating retail supply forecasts, scheduling energy into PJM, as well as managing all settlement data and hedging activities.

- b. Summary and proof of licenses as a supplier of electric services in other states or jurisdictions.

**RESPONSE:**

Kindly refer to the information provided in the attached regarding ResCom Energy LLC's electric supplier licenses in the states of Delaware, Illinois, Maryland and Ohio.

- c. Type of customers and number of customers Applicant currently serves in other jurisdictions.

**RESPONSE:**

As of 9/15/2023, ResCom Energy serves 25 customers in ComEd and 4 customers in Duke OH.

**EXHIBIT 8a**  
**TECHNICAL FITNESS**  
**EXPERIENCE, PLAN, STRUCTURE**

- d. Staffing structure and numbers as well as employee training commitments.

**RESPONSE:**

ResCom Energy LLC currently employs six (6) employees as shown in the organizational chart below.



**ORGANIZATION CHART**



**EXHIBIT 8a**  
**TECHNICAL FITNESS**  
**EXPERIENCE, PLAN, STRUCTURE**

- e. Business plans for operations within the Commonwealth.

**RESPONSE:**

ResCom Energy LLC intends to market to customers using online and mixed media sales initiatives.

- f. 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.

**RESPONSE:**

Please refer to Exhibit 10a.

- g. Any other information appropriate to ensure the technical capabilities of the Applicant.

**RESPONSE:**

Please refer to the attached resumes of the Officers at ResCom Energy LLC.

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF DELAWARE**

IN THE MATTER OF THE APPLICATION     )  
OF RESCOM ENERGY, LLC FOR A         )  
CERTIFICATE TO PROVIDE ELECTRIC     )     PSC DOCKET NO. 13-226  
SUPPLY SERVICES WITHIN THE STATE    )  
OF DELAWARE (FILED JUNE 6, 2013)    )

**ORDER NO. 8439**

**ELECTRIC SUPPLIER CERTIFICATE**

This 13<sup>th</sup> day of August, 2013, the Delaware Public Service Commission (the "Commission") determines and orders the following:

**WHEREAS**, on June 6, 2013, ResCom Energy, LLC ("ResCom" or "Company") filed an application (the "Application") seeking certification as a retail electric supplier. See 26 Del. C. §§1001(14) and 1012. The Application does not request to certify ResCom as a broker pursuant to 26 Del. C. §1001(3). Under the Electric Utilities Restructuring Act of 1999 (the "Act"),<sup>1</sup> "Electric Suppliers"<sup>2</sup> are not "public utilities" and the resulting sales of Electric Supply Service to Retail Electric Customers are not subject to traditional forms of rate regulation. See 26 Del. C. §§ 102(2) and 202(f); and

**WHEREAS**, in the Application, ResCom requests authority under Del. C. §1012(a) and 26 Del. Admin. C. §3001 to do business and operate as an "Electric Supplier" within the State of Delaware and to provide Electric Supply Service to Residential and Commercial Customers in the State of Delaware; and

---

<sup>1</sup> See 26 Del. C. Ch. 10

<sup>2</sup> Unless otherwise noted, capitalized terms shall have the meanings ascribed to them in 26 Del. C. §1001 and 26 Del. Admin. C. §3001.

**WHEREAS**, Staff reports that the Application fulfills all the requirements for the Company to obtain an Electric Supplier Certificate to act as an Electric Supplier as set forth in the Commission's Rules for Certification and Regulation of Electric Suppliers, 26 *Del. Admin. C.* §3001 (the "Supplier Rules"). In particular, Staff reports that the Company has provided sufficient information evidencing its financial, operational, managerial, and technical capabilities to operate as an Electric Supplier. As required by Section 2.2 of the Supplier Rules, the Company also provided the appropriate affidavits of publication of notice of its Application in the Delaware State News and The News Journal. Staff confirms that there were no comments, interventions, or protests filed in the instant docket within the required 20-day notice period. Because Staff reports that the Company has fulfilled all of the requirements for an Electric Supplier Certificate, Staff recommends that the Commission issue such an Electric Supplier Certificate to ResCom to allow it to offer Electric Supply Service in this State consistent with the scheme adopted by the Act and the Supplier Rules;

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

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

2. That ResCom shall at all times provide its 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. ResCom is hereby notified that a violation of any applicable statute, 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 ResCom 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 may be imposed by 26 *Del. C. §§114* and 115.

4. That ResCom 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 ResCom 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. 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

**STATE OF ILLINOIS**

**ILLINOIS COMMERCE COMMISSION**

**ResCom Energy, LLC** :  
 :  
**Application for Certificate of** : **12-0383**  
**Service Authority under Section** :  
**16-115 of the Public Utilities Act.** :

**ORDER**

By the Commission:

**I. INTRODUCTION**

On June 7 2012, ResCom Energy, LLC (“Applicant”) filed a verified application with the Illinois Commerce Commission (“Commission”) requesting a certificate of service authority to operate as an alternative retail electric supplier (“ARES”) in Illinois pursuant to Section 16-115 of the Public Utilities Act (“Act”), 220 ILCS 5/1-101 et seq., and 83 Ill. Adm. Code 451, "Certification of Alternative Retail Electric Suppliers," (“Part 451”). Applicant submitted its certificate of publication showing that on June 14, 2012, notice of the application was published in the official State newspaper. The Administrative Law Judge requested additional information and clarification of certain matters contained in the application. Applicant filed a verified response on July 2, 2012.

**II. BACKGROUND AND AUTHORITY SOUGHT BY APPLICANT**

Applicant is a limited liability company organized under the laws of Connecticut and not affiliated with an Illinois utility. In the current proceeding, Applicant seeks authority to offer the sale of electricity and power to all eligible residential and nonresidential retail customers in the service territory of Commonwealth Edison Company ("ComEd") pursuant to Subpart D of Part 451.

Applicant says its services will include supplying retail customers with their expected twelve month electric generation load requirements by purchasing energy and related services through wholesale generation suppliers and traders participating in the various wholesale markets. Applicant currently supplies competitive electric service to residential, commercial, and industrial customers in New Jersey, Maryland and Pennsylvania. Applicant was previously licensed in Connecticut but voluntarily relinquished its Connecticut license when it sold its entire Connecticut customer base and withdrew from the Connecticut market.

### III. GENERAL REQUIREMENTS UNDER THE ACT

Applicant does not intend to install, operate, or maintain generation, transmission, or distribution facilities within Illinois. Therefore, no demonstration of compliance with the requirements of Section 451.20(d)(2) has been made. Applicant's employees are not permitted to perform such functions, nor are others permitted to perform such functions pursuant to contractual arrangements with Applicant.

Applicant has certified that it will comply with all applicable regulations; that it will provide service only to retail customers eligible to take such services; that it will comply with informational and reporting requirements established by Commission rule; that it will comply with informational and reporting requirements pursuant to Section 16-112 of the Act; and that it will comply with all other applicable laws, regulations, terms, and conditions required to the extent they have application to the services being offered by an ARES. Additionally, Applicant has agreed to submit good faith schedules of transmission and energy in accordance with applicable tariffs. Applicant has agreed to adopt and follow rules relating to customer authorizations, billing records, and retail electric services and agrees to retain requests for delivery services transmitted to utilities for a period of not less than two calendar years after the calendar year in which they are created. Applicant has agreed to adopt and follow rules and procedures to preserve the confidentiality of its customers' data.

Applicant agrees to procure renewable energy resources as required by subsection (d) of Section 16-115 and Section 16-115D of the Act. Applicant also certifies that it will source electricity from clean coal facilities as required by Section 16-115(d)(5) of the Act.

Pursuant to the requirements of Subpart D of Part 451, Applicant certifies that any marketing materials that make statements concerning prices, terms, and conditions of service shall contain information that adequately discloses the prices, terms, and conditions of the products or services that it is offering or selling to the customer. Applicant also certifies that before any customer is switched from another supplier, it shall give the customer written information that adequately discloses, in plain language, the prices, terms, and conditions of the products and services being offered and sold to the customer. Applicant further certifies that it will provide documentation to the Commission and to customers that substantiates any claims made regarding the technologies and fuel types used to generate the electricity offered or sold to customers. Applicant commits to provide to its customers itemized billing statements that describe the products and services provided to the customer and their prices; and an additional statement, at least annually, that adequately discloses the average monthly prices, and the terms and conditions, of the products and services sold to the customer.

Applicant certifies that it will include materials comprising the consumer education program pursuant to Section 16-117 of the Act with all initial mailings to potential residential and small commercial retail customers and before executing any agreements or contracts with such customers. Applicant certifies that it will provide

consumer education program materials pursuant to Section 16-117 of the Act at no charge to residential and small commercial retail customers upon request. Applicant certifies that it will provide to residential and small commercial retail customers on a semi-annual basis information on how to obtain a list of ARES that have been found in the last three years by the Commission to have failed to provide service in accordance with the terms of their contracts pursuant to Section 16-117(g)(4)(C) of the Act.

Pursuant to the requirements of Section 451.50 of Part 451, Applicant provided a License or Permit Bond in the amount of \$300,000 issued by a qualifying surety authorized to transact business in Illinois. Attachment 5 to the application is a copy of the required License or Permit Bond.

#### **IV. FINANCIAL, TECHNICAL, AND MANAGERIAL REQUIREMENTS OF SECTION 16-115**

Applicant asserts that it meets the financial qualifications set forth in Section 16-115(d)(1). Specifically, Applicant states that it meets the requirements of Section 451.320(a)(3). With regard to ComEd's service area, Applicant indicates it is currently a member of PJM Interconnection ("PJM"). Applicant certifies that it will purchase 100% of the physical electric energy needed for delivery to the ComEd service territory from PJM.

Applicant represents that it meets the technical and managerial qualifications set forth in Section 16-115(d)(1) of the Act and Sections 451.330 and 451.340 of Part 451. In the application and Attachments 6 and 7, Applicant identifies the personnel who satisfy the criteria and provides biographical information for these individuals. Applicant states that it will rely on agents or contractors to meet the technical and managerial requirements of Sections 451.330 and 451.340. Each agent and contractor on whom the Applicant relies to meet these requirements is disclosed on Attachment 9. Applicant certifies that each such agent or contractor will comply with all the sections of Part 451 that are applicable to the functions to be performed by the respective agent or contractor. Applicant provided a telephone number and facsimile number where its staff can be directly reached at all times. Although Applicant does not appear to have three or more individuals in management positions with four or more years experience with enterprise financial and administration responsibilities including profit and loss responsibilities, four years experience buying and selling power and energy in wholesale markets, it appears to the Commission that the Applicant satisfies subsection (c) of Section 451.340, in that the Applicant has demonstrated that its managerial resources and abilities match the services that it intends to provide to its customers.

Applicant states that it has not been denied an electric supplier license in any state. Nor, Applicant continues, has it had an electric supplier license suspended or revoked by any state. Applicant indicates that it is not the subject of any lawsuit filed in a court of law.

In its response to the Administrative Law Judge, the Applicant clarified that of the informal complaints listed in its application, only 11 of those complaints became formal,

docketed complaints with the Connecticut public utilities commission ("CPUC"). Applicant also detailed the findings of the CPUC investigation into its practices, which ultimately resulted in a settlement agreement which fund no liability on the Applicant's part, and provided for the Applicant to make a \$4,500 charitable contribution in lieu of any penalty. In its response, the Applicant also detailed the changes in its processes it had made as a result of the CPUC investigation, including hiring a new head of quality assurance for marketing; discontinuing what it had determined were flawed third-party verification and voice recording systems; and developing an electronic queuing system for verifying authorizations.

## **V. COMMISSION CONCLUSION AND CERTIFICATE OF SERVICE AUTHORITY**

The Commission has reviewed the application and supplemental information provided by Applicant regarding the technical, financial, and managerial requirements and all other requirements of the Act and Part 451 and finds that the Applicant sufficiently demonstrates compliance with the requirements. The Commission concludes, therefore, that Applicant's request for a Certificate of Service Authority to operate as an ARES in Illinois should be granted. Applicant's Certificate of Service Authority should include the following authority:

### CERTIFICATE OF SERVICE AUTHORITY

IT IS CERTIFIED that ResCom Energy, LLC is granted service authority to operate as an Alternative Retail Electric Supplier as follows:

SERVICES TO BE PROVIDED: The sale of electricity and power.

CUSTOMERS TO BE SERVED: All eligible residential and nonresidential customers.

GEOGRAPHIC REGIONS TO BE SERVED: The service area of Commonwealth Edison Company.

## **VI. FINDINGS AND ORDERING PARAGRAPHS**

The Commission, having reviewed the entire record, is of the opinion and finds that:

- (1) Applicant, a business organized under the laws of Connecticut, seeks a Certificate of Service Authority to operate as an ARES under Section 16-115 of the Act;
- (2) the Commission has jurisdiction over the party hereto and the subject matter hereof;
- (3) the recitals of fact and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact, as required by Section 16-115(d)(1) of the Act;

- (4) Applicant has demonstrated that it possesses sufficient financial, managerial, and technical resources and abilities to provide power and energy to all eligible residential and nonresidential retail customers throughout the service areas certified herein;
- (5) Applicant has complied with Section 16-115(d)(1) through (5) and (8) of the Act and 83 Ill. Adm. Code 451; and
- (6) Applicant should be granted an amended Certificate of Service Authority authorizing it to operate as an ARES as specified in Section V of this Order.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that ResCom Energy, LLC is hereby granted the Certificate of Service Authority set forth in Section V of this Order.

IT IS FURTHER ORDERED that ResCom Energy, LLC shall comply with all applicable Commission rules and orders now and as hereafter amended.

IT IS FURTHER ORDERED that the Illinois Commerce Commission retains jurisdiction over ResCom Energy, LLC and of the subject matter hereof for the purpose of issuing such further orders as the Commission may deem necessary.

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By order of the Commission this 11th day of July, 2012.

(SIGNED) DOUGLAS P. SCOTT

Chairman

COMMISSIONERS

W. KEVIN HUGHES  
CHAIRMAN

HAROLD D. WILLIAMS  
JEANNETTE M. MILLS  
MICHAEL T. RICHARD  
ANTHONY J. O'DONNELL

STATE OF MARYLAND



PUBLIC SERVICE COMMISSION

#7, 2/22/17 AM; ML# 211949  
License Reference No: IR-3818

February 22, 2017

Ann Marie Bermont, Esq.  
Associate Attorney  
Feller Law Group  
159 20<sup>th</sup> Street, Suite 1B  
Brooklyn, NY 11232

Dear Ms. Bermont:

The Commission has reviewed the request filed on January 25, 2017 by Rescom Energy, LLC to amend its electricity supplier license to include broker services and additional service territories.

After considering this matter at the February 22, 2017 Administrative Meeting, the Commission granted the Company's request to amend its electricity supplier license to include providing both electricity supplier and broker services to residential, commercial and industrial customers across all Maryland service territories.

By Direction of the Commission,

A handwritten signature in blue ink that reads "David J. Collins".

David J. Collins  
Executive Secretary

DJC/st



**Public Utilities  
Commission**

Jenifer French, Chair

**Commissioners**

Daniel R. Conway  
Dennis P. Deters  
Lawrence K. Friedeman  
John D. Williams

## Competitive Retail Electric Service Provider Certificate

Certified Entity:

ResCom Energy LLC

770 North Lasalle St Suite 600  
Chicago, IL 60654

Certificate Number: 13-663E

Effective Date: May 15, 2023

Expiration Date: May 15, 2025

Issued Pursuant to Case Number(s):

**13-0453-EL-CRS**

The above referenced entity is hereby certified to provide competitive retail electric **Power Marketer** services within the State of Ohio.

The certification of competitive retail electric service providers is governed by Chapters 4901:1-24 and 4901:1-21 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.

The certified entity is subject to all rules and regulations of the Public Utilities Commission of Ohio now existing or hereafter promulgated.

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

Dated: 23 day of May, 2023.



By Order of  
The Public Utilities Commission of Ohio

Tanowa M. Troupe, Secretary  
Michelle Green, Acting Secretary  
Gail Young, Acting Secretary  
Susan Patterson, Acting Secretary

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**5/23/2023 3:41:13 PM**

**in**

**Case No(s). 13-0453-EL-CRS**

Summary: Certificate No. 13-663E issued and electronically filed by Ms. Melissa M. Scarberry on behalf of PUCO Staff.

**EXHIBIT 8e**  
**TECHNICAL FITNESS**  
**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.

**RESPONSE:**

Katie Widmar, Chief Administrative Officer  
770 N. LaSalle Street, Suite 600  
Chicago, IL 60654

Ed Jenks, Chief Executive Officer  
770 N. LaSalle St. Suite 600  
Chicago, IL 60654

Dan Jenks, Chief Marketing Officer  
770 N. LaSalle Street Suite 600  
Chicago, IL 60654

Amy Van Gelder, Chief Operations Officer  
770 N. LaSalle Street Suite 600  
Chicago, IL 60654

Please refer to the attached resumes.

# EDWARD S. JENKS

104 Willowbrook Dr SE Calhoun, GA 30701 • (530) 902-4341 • [ejenks@p1ec.com](mailto:ejenks@p1ec.com)

Highly attuned business management and Turnaround Expert with experience serving in critical leadership roles in a variety of incumbencies across a successful 20-year career. Diverse management expertise, having led multi-site management efforts for flagship companies in the manufacturing, milling, biotech, medical device, agriculture, and security industries. Serving as a welcome addition to any strategic operations team, with a demonstrated ability to deliver highly critical business objectives within tight schedules and budgets. Professionally dedicated individual with desire to develop innovative solutions that influence operational and strategic decisions while exceeding customer needs and expectations.

**P&L/Balance Sheet Authority and Responsibility • Strategic Planning • Business Operations Management  
Process Improvements/TQM • Training and Development • Sales and Marketing • Manufacturing  
Business Turnaround • Organizational Management • Finance • Program Management • Supply Chain  
Expense Reduction • Purchasing Management • Acquisitions Management • R & D Management  
• Project Management**

## PROFESSIONAL EXPERIENCE

- Power 1 Energy Company, Chicago, IL** 2019-Present  
*President and Chief Executive Officer*  
*Full fiduciary and operational control of a newly merged entity that is positioning for an S-1 listing or large private placement investment. This unique merge of two entities in the deregulated energy sector has the potential for game changing results in the power industry. Position reports to the Board of Directors.*
- TJGI Consulting, Inc. Solana Beach, CA** 2018 -2019  
*Senior Consultant and Chief Strategist*  
*Consultant to Private Equity and Venture Capitalist firms providing advice on their due diligence for investing in new companies.*
- Admirals Experience, San Diego, CA** 2017-2018  
*Chief Strategist – Turnaround Contract*  
*Facilitated a complete operational and financial turn-around of a high-quality catering company, formerly San Diego centric, who now concentrates on servicing the military and other government entities. The restructuring of this company has created a high earning high growth catering service throughout the United States.*
- Diomics, Inc., Sorrento Valley, CA.** 2016-2017  
*Chief Executive Officer and Director – Turnaround Contract*  
*Facilitated a complete operational and financial turn-around of this dying Biotech and proved the science while doing it resulting in a multi-million dollar change in valuation.*
- Strategic Operations Skills Training, Kearny Mesa, CA** 2013-2016  
*Chief Executive Officer*  
*Executive education program focused on teaching Special Operations Skills from US Military Special Forces to civilian CEO's translating these combat skills to the Boardroom and beyond. Instructors are from the Cadre of USN Seals. Developed and wrote the curriculum, financed and marketed the program nationally attracting international participants as well as Fortune 500 company support. In early 2016, "donated" this program to the SEAL Instructors who continue to operate the business as SOT skills.*
- Transhulance Holdings Company Inc. (THCI), Davis, CA** 2008-2013  
*Chief Executive Officer*  
*Holding company with a variety of interests, including the largest vertical supplier of lamb in the United States, a pet treats company, a casing company, a cloud computing company, and an interest in a milling company. Brought in by the Board of Directors to turn around Superior Farms, a \$350m ESOP organization.*

### Select Accomplishments:

- Successfully acquired and managed all strategic, financial, and operating aspects of company, leading senior management team in delivering performance and oversight to variety of company interests across industries. Spearhead initiatives to monitor market conditions and acquire new company interests. Manage internal growth, developing and promoting five new Vice Presidents over tenure. Additionally, lead corporate programs to enhance employee satisfaction and retention. Integrate process improvements and procedures to ensure efficient operations. Launch new corporate policies and manage results to more effectively deliver on corporate goals.
- Successfully acquired major competitor, growing market share 20% and increasing revenue \$80M annually.
- Purchased and subsequently sold cloud computing company to realize 60% ROI within 16 months.
- Achieved double digit EBITDA for the first time in company history in 2011.
- Increased margins on by-products by more than 80% by building a spin off Pet Treats Company.
- Negotiated with wind turbine system manufacturer to help reduce carbon footprint and save 40% on cost of utilities annually.

**Norwegian Cruise Lines America**, Piney Point, MD  
*Chief Operations Project Officer*

2003-2008

### Select Accomplishments:

- Secured and delivered on multi-year, multi-million-dollar global training contract with NCLA, training more than 16,000 employees in four years. Cruise Lines

**Cholestech**, Hayward, CA  
*Chief Operations Officer-Manufacturing/Strategist*

2000-2003

### Select Accomplishments:

- Led strategy development and product expansion of company facilitating various organizational implementations across a number of programs.
- Ensured the operational turnaround of Cholestech more than tripling manufacturing throughput in less than one year driving shareholder value up by 4x. Bio-Device/Bio-Science

## EDUCATION

### Bachelor of Science, Education

Keene State College, Keene, NH

### Executive Education Program - Emersion; Finance, Marketing, IT

Stanford University, Palo Alto, CA

## PROFESSIONAL DEVELOPMENT

W. Edwards Deming • Quality Performance • Manufacturing Best Practices • OHC • Crosby on Quality  
7 Habits • Mentoring for Success • DISC Success Insights • Jack Stack Open Book Management  
IPS/Stanford University Project Management Course

## PROFESSIONAL AWARDS/ ACCOMPLISHMENTS

CCE Best Practice Showcase of Manufacturing

2015 Published Author of **CEO:Pointblank** an Amazon Business Category Best Seller

A second book entitled **SEALs in the C-Suite** co-authored with Command Master Chief USN SEAL Ret. Steve Bailey is expected out in the Fall of 2019

## PROFESSIONAL AFFILIATIONS / BOARD APPOINTMENTS

NMA • ALB Board Director

6° Networking of San Diego – Lead Investor, Majority Shareholder

Honorary San Diego Deputy Association  
Volunteer for Junior Achievement San Diego

## PROFESSIONAL SUMMARY

---

An operations and marketing professional with a background in team management, strategic planning, design, and sales. I have worked for both large companies and small teams, with experience building, branding, and marketing a non-profit from the ground up. I am currently freelancing for various companies working on marketing strategy, HR assistance and merchandising, however I am interested in finding a company where I can have a permanent position.

## PROFESSIONAL EXPERIENCE

---

### 2017 – PRESENT THE POWER 1 ENERGY COMPANY | CAO

Responsible for management of administrative duties across The Power 1 Energy Company and its subsidiaries, The Power Company USA LLC, ResCom Energy, and American Illuminating Company. Responsible for management of executive personnel, maintaining relationships with service providers, maintaining and monitoring the licensing, bonding and compliance contracting with corporate counsel, maintaining records necessary to demonstrate P1EC compliance with the authorities having jurisdiction, maintaining internal accounting.

- Corporate secretary to the Board of Directors

### 2007 – PRESENT COVERS OF COMFORT 501(c)3 | Co-Founder

Co-Founded a not-for-profit whose mission is to bring warmth and hope to those on the cancer journey. Coordinate blanket delivery with hospital management teams. Work with internal hospital and external media teams to promote our cause. Assist in grant applications. Coordinate blanket making events with companies and private groups.

- Personally met with and delivered over 4,000 blankets to adult cancer patients and their families
- Shipped over 500 across the country
- Expanded our reach from 1 hospital to 7 locations across the Midwest

### 2015 – 2017 REUSE SOLUTIONS | Operations Director

Responsible for creating and implementing processes and procedures to increase productivity and profitability. Manager of our team at our 25,000 sq ft retail location as well as responsible for communication between the retail team and our deconstruction teams. Responsible for the conceptualization and implementation of marketing strategies and new sales channels. Ensured all safety requirements as outlined by OSHA were met.

- Drove a full rebrand across all three of our companies
- Brought in a partnership with multiple not for profits and public gardens on our property to increase visibility
- Worked with area woodworking and preservation specialists to begin offering workshops and classes at our retail location
- Conceptualized and instituted a process for offering inventory rentals from our store which brought in clients which include FOX and NBC Productions
- Created Employee Standards and Handbook
- Developed a new inventory, receiving, and POS, system to help increase productivity and management of our over 1 million unique inventory items

### 2012 – 2015 MAINSTREET ADVISORS | Marketing Manager

Assisted in a full company re-brand from conception through ongoing company-wide updates. Redesigned website structure, products, and managed a new marketing initiative, MSAmarketingtools.com Worked with management, sales team, and sales consultants to build CRM, **project management, and sales tracking tool (Insightly). Developed a "Drip" marketing campaign for prospective clients.**

- Conceptualize marketing pieces and oversee development through completion
- Work with and assist in management of interns
- Coordinated community outreach through speaking engagements and conference expositions
- Act as liaison between graphic design and investment team
- Manage and edit back end of websites
- Work with investment team to produce presentations and data representations
- Assist in development of instruction manuals and staff training for new products and procedures
- Work closely with institutional **clients'** marketing teams to assure adherence to brand standards for privately branded materials
- Extensive work with Excel, Publisher, InDesign, PowerPoint, Mailchimp, and Insightly

### 2011 – 2012 THE GODDARD SCHOOL | Assistant Teacher

Taught children to speak, walk, and helped each to develop motor skills and cognitive ability.

- Responsible for the care of a classroom of 10 children
- Assisted in the creation and implementation of lesson plans
- Managed classroom schedule
- Taught Sign Language and Spanish

### 2008 – 2010 BREWER INVESTMENT GROUP | Office Coordinator

- Organized and managed Sales CRM (ACT)
- Assisted executives with prospect and client meetings
- Supported the sales team with electronic and hard copy marketing initiatives

- Responsible for the front desk area and reception team
- Coordinated materials for a 70 person office

# Dan Jenks

Over a decade of experience in brand development & sales across SaaS/technology, entertainment, digital media, & professional sports. Strong track record of exceeding performance goals, using storytelling to win new business, & developing value based product positioning.

## Education

### Masters in Business Administration | Georgetown University - Washington, D.C.

AUGUS 20 6 MAY 20 8

### Bachelor of Arts - Summa Cum Laude | Loyola Marymount University - Los Angeles, CA

AUGUS 2005 MAY 2009

## Work Experience

### Chief Marketing & Growth Officer | Power 1 Energy Co - Austin, TX

JUNE 2023 RESEN

- Oversee all aspects of marketing and revenue growth strategies

### Director, Sales Strategy | Celonis - Austin, TX

MAY 2022 MAY 2023

- **Deal Strategy:** Closed \$2M+ new ARR by leading development of end-to-end product narrative with account team, value engineering, solution engineering & product marketing
- **GTM Strategy:** Developed GTM enablement strategy in pre-IPO stage to define roles & responsibilities through sales cycle leading to 10% reduction in unnecessary meetings

### Director, Business Value Consulting | Salesforce - New York, NY

JULY 20 8 MAY 2022

*Promoted from Manager to Sr. Manager to Director*

- **Strategic Selling:** Secured \$55M+ new ARR by consulting with customers to identify business challenges and map needs back to product value props in the form of a sales pitch; deliverables included financial analysis across P&L, proposed product suite and pricing, and risk mitigation
- **Execution:** 120%+ Quota Attainment FY19, FY20, FY21, FY22
- **New Product Launch:** Led cross-functional team to build internal sales calculator, launched & enabled SMB business resulting in 40K downloads & +\$1.7M new ARR in 18-months
- **Product Strategy:** Engaged with product marketing teams to develop specific, quantifiable KPIs impacted by new products and features leading to increased market differentiation
- **Presentation Skills:** Delivered multiple keynote presentations for crowds of 200+ customers at Salesforce conferences sharing the latest in product features & value benefits
- **Program Management:** Developed and enabled opportunity qualification frameworks for sales leaders to identify gaps, strategic insights, improving forecasting by as much as 25%
- **Leadership:** Managed analysts and managers all of whom went on to receive quarterly performance awards reserved for top 3% of the team

### MBA Intern | Salesforce - San Francisco, CA

JUNE 20 7 AUG 20 7

### Brand Content Development | World Surf League - Santa Monica, CA

NOVEMBER 20 4 MAY 20 6

- **Engagement Strategy:** Grew Fantasy Surfing Game from 3K to 15K MAU through recurring content series and collaboration with social team to drive users to register
- **Content Marketing Strategy:** Increased brand awareness by developing multiple recurring content series and working with social marketing to drive followers to the platform
- **Leadership:** Managed a 10-person team of freelance videographers, journalists and photographers to produce multiple recurring content series

### Web Brand Manager | MariaShriver.com - Los Angeles, CA

OCTOBER 20 2 NOVEMBER 20 4

- **Lifecycle Marketing:** Increased email click rates by 1500% by using analytics to develop enhanced SEO linking strategy in weekly email outreach to MariaShriver.com subscribers
- **Digital Strategy:** Improved web traffic +40% in two years by improving content, user experience & social media strategy

*Additional work history available upon request*

## Details

Austin, Texas, USA

512-317-5111

[danieljenks19@gmail.com](mailto:danieljenks19@gmail.com)

[LinkedIn](#)

## Skills

Storytelling

Product Positioning

Branding

Project Management

Sales Strategy

Public Speaking

Team Development

Leadership

Negotiation

## Awards & Recognition

### SALESFORCE

- BOLD Engagement Award FY22, Comms & Media - Enterprise West
- Top Gun Award FY21, Commercial Sales - Southeast
- Peak Performer Award FY20, N. America Sales
- Top Gun Award FY20, Commercial Sales - Southeast
- MVP Award FY20, Commercial Sales - Southeast
- MVP Award FY19, Commercial Solution Engineering - N. America

## Courses & Certificates

Leadership & Development Salesforce Accelerate Program, 2021

Big Data & Analytics Certificate, Rutgers University, 2019

# Amy Van Gelder

832-276-2961 | [amyvangelder@gmail.com](mailto:amyvangelder@gmail.com)

[www.linkedin.com/in/amy-van-gelder](http://www.linkedin.com/in/amy-van-gelder)

## Professional Experience

### **Gridmatic Rosa LLC**

#### **VP Operations, 10/22-09/23**

P&L Responsibilities: Retail Operations

*Hired to head up the operations of the new retail business unit of Gridmatic, an AI-enabled power marketer based in Cupertino, California.*

#### **Accomplishments:**

Opened retailer's Texas office (located, leased, furnished) to support both local and CA staff

Produced and implemented operational business plan

Selected billing/EDI vendor and facilitated ERCOT Flight-Testing

Passed through time-matched-energy-attribute-certificates ("T-EACs") on C&I customer invoice

Retired wind RECs and transferred to C&I customer to transfer ownership of load hourly attributes

Retail and wholesale supply cost assumptions for wind PPA

### **CPV Retail Energy**

#### **Director of Operations, Retail, 06/22-10/22**

*Hired to support operations of "gentailer" start-up of parent Competitive Power Ventures based in Silver Springs, Maryland.*

#### **Accomplishments:**

Leveraged deep retail energy experience to register and schedule EDI testing for CPV Retail with all 25 utilities in each state located within the PJM ISO service area (DE, VA, DC, MD, PA, OH, NJ, IL) in just under three (3) months.

### **Skipping Stone**

#### **Senior Consultant, 3/22-Current**

*Retail markets and operational and systems expertise.*

### **Stormcrest Software**

#### **Advisor, 9/20-Current**

*Partner and subject matter expert of OpsAdmin, a Retail Energy Operations Software and CRM developed by Stormcrest Software for retail energy companies to streamline their customer operations.*

### **CleanSky Energy (formerly Titan Gas, LLC dba Titan Gas and Power)**

#### **Chief Operating Officer, 06/17-08/20**

P&L Responsibilities: Operations, Regulatory & Compliance, Systems & Technology

*'Change agent' and leader of retail energy supplier's expansion efforts, including expanding supplier's retail market footprint and enabling new customer product offers and acquisition methods.*

#### **Overhauls and Reorganization:**

- Reorganization: Front and back-office groups, 20-30+ staff added and/or replaced, 2 groups created
- Systems and software migrations, call center operational deployments and dashboards (phone, QA, retention)
- Secure remote workforce capabilities
- Operational automations: online enrollments, customer notice fulfillment, account management
- Regulatory and legal remedies and compliance oversight
- Renewable brand: coordination of new brand on a per jurisdiction basis

#### **Results:**

- 2017 - Q3 and Q4 Net Income 4 times higher than Q1-Q2 2017
- 2018 - Gross Margin - 23% increase over 2017, Net Margin - 34% increase over 2017
- Market expansion – 100,000 customers acquired; 25 new markets; 16 power utility territories (including ERCOT), 9 gas utility territories, in 5 new states and the District of Columbia
- New sales channels - direct mail, commercial broker sales, online sales and renewals, inbound/outbound call center, remote (offsite) call center
- Successful remote operations for staff during initial and ongoing phases of COVID-19 pandemic

**Trident Retail Energy, LLC dba Trident Power**

**Partner, Co-founder, Chief Operating Officer, 05/15-05/17**

*Start-up following Oasis Energy acquisition.*

**Oasis Power, LLC dba Oasis Energy**

**Partner, Co-founder, Chief Operating Officer, 10/09-05/15**

P&L Responsibilities: Operations, Regulatory/Legal, Supply/Pricing, Systems/Technology

*Started operations in late 2009 with a staff of seven. Company acquired in 2015 (40,000-50,000 customers, 25 employees)*

- Led company start-up efforts (business registration, logo creation, leases, technology, staffing, management) – Managed and mentored team of directors and managers, including customer operations staff, business analysts, marketing managers, and software engineers
- Project management on new market launches and regulatory compliance oversight for all registered markets (Billing, Credit, and Supply Contact at ISOs)
- Developed and enforced policies and procedures for all operational units: Customer Operations, Billing and Transactions, Sales Ops Quality Assurance, Power Pricing (supply and utility tariff analysis), I.T. (helpdesk support) and Call Center on/off-boarding
- Managed functionality requirements and development efforts of web-based software (OpsAdmin), built to automate customer correspondence fulfillment, online enrollments, residential product pricing, and customer contract/document version control

**Via Renewables (Spark Energy, LP)**

**New Markets Director, 01/06-10/09**

Responsibilities: Company's national expansion of retail power markets and products

- Project manager of new market entry supplier registration and regulatory approval process in deregulated power markets outside of ERCOT
- Analyzed and assessed market data and state regulatory rules to prioritize timelines of market entries and customer product launches
- Developed initial scheduling tools and forecasting models used by supply to manage new market daily load
- Worked with internal business stakeholders to develop performance metrics and management reporting
- Educated and trained supply team on PJM, NYISO, and NE-ISO scheduling requirements, market rules, customer load profiles, billing and collection policies, and historical pricing for new utility retail markets
- Regulatory and pricing lead on company's ERCOT residential program launch (2006)
- Developed and maintained projections of company's residential power retail book, including sales forecast and meter counts, estimated power supply costs, and gross margin
- Analyst on pre-paid other block-power products using both usage estimations and smart metering technologies

**Director of Operations, 09/03-12/05**

Responsibilities: Managed daily operations and sales operations of ERCOT retail power book

- Managed operations teams (customer support, billing/transactions, contract management, commissions)
- Managed staff of system developers (4) and assessed project resources based on company's priorities
- Maintained and improved residential and commercial pricing models with ERCOT wholesale pricing
- Generated company's supply position and MTM reporting
- Lead analyst on internal special projects, including due diligence associated with potential acquisitions, vendor selection evaluations, business development, and major internal restructuring initiatives

**Utility Choice Electric**

**Senior Business Analyst, 10/01-09/03**

Responsibilities: Entry to new ERCOT market, regulatory oversight, channel partner/aggregator management

- Set online enrollment functionality requirements and maintained website enrollment capabilities, product offers, and terms of service documentation
- Established business processes within retail customer lifecycle, from customer credit assessment and deposit policies to paying third-party sales aggregators utilizing system and query tools (SQL, Access, Excel)

## **EXHIBIT 9 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.

**RESPONSE:**

Please refer to the attached.

## Electric Supplier Contract Summary - Residential and Small Business Customers

<b>Electric Generation Supplier Information</b>	<p><b>ResCom Energy, LLC</b> ("ResCom Energy" or "We" or "Us")  770 N. LaSalle Street, Suite 600  Chicago, IL 60654  License No. [ ___]  <a href="http://www.rescomenergy.com">www.rescomenergy.com</a>  Customer Service Toll Free Number: 877-473-7266  Customer Service Email: <a href="mailto:customerservice@rescom-energy.com">customerservice@rescom-energy.com</a>  ResCom Energy is responsible for the generation charges shown on Customer's bill.</p>
<b>Price Structure</b>	<p><input type="checkbox"/> Fixed <span style="margin-left: 200px;"><input type="checkbox"/> Variable</span></p> <p><input type="checkbox"/> _____% Renewable</p> <p>[If Variable] The price each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, utility charges, and other market price related factors, as determined by ResCom Energy's discretion, plus all applicable taxes, fees, charges or other assessments and ResCom Energy's costs, expenses and margins. If your product selection includes renewable energy, ResCom Energy will purchase and retire renewable energy certificates (REC's), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your electricity as selected above comes from renewable sources. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. Such price will be reflected in Customer's monthly bill.</p>
<b>Generation/ Supply Price</b>	<p>[If Fixed] \$ _____ /kWh during the Initial Term.</p> <p>[If Variable] Customer's first month's price with ResCom Energy will be [\$ _____ /kWh]</p>
<b>Statement Regarding Savings</b>	The price may be higher or lower than the price offered by Customer's electric distribution company ("EDC" or "utility"). Thus savings are not guaranteed.
<b>Deposit Requirements</b>	None.
<b>Incentives</b> (This row is only required if any special incentives are offered)	None.
<b>Contract Start Date</b>	Deliveries of electricity will start on a date set by Customer's EDC.
<b>Contract Duration/Length</b>	<p>[If Fixed] _____ months ("Initial Term")</p> <p>[If Variable] Variable: Month-to-Month</p>
<b>Cancellation/ Early Termination Fees</b>	<p>[If Fixed] For residential customers, there is no early termination fee associated with electric contracts for fixed-rate service. Commercial customers who cancel their Contract prior to the expiration of the Initial Term, will be liable for an early termination fee equivalent to the multiplication of the (i) difference between the fixed rate and the calculation by ResCom Energy of the fixed rate at the date of cancellation; and (ii) the estimated Energy volumes for the remainder of the Initial Term using the actual volumes received by Customer for the prior twelve (12)- month period as the Energy volumes used in determining damages, plus, all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Contract.</p> <p>[If Variable] There is no early termination fee associated with electric contracts for variable-rate service.</p>
<b>End of Contract</b>	<p>[If Fixed] Customer will receive two (2) advance written notices from ResCom Energy, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term ("Initial Term"), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain Customer's options in these notices.</p> <p>[If Variable] Variable: Whenever ResCom Energy wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term ("Initial Term"), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain your options in these notices.</p>
<b>Right of Recission:</b>	You may cancel this Contract without penalty by contacting us by telephone at the contact number listed above, or in writing at the address listed above, within 3 business days of your receipt of your Contract.

**Pennsylvania**  
*Electric Sales Agreement*  
**Residential and Small Business**

**Seller:** ResCom Energy, LLC  
770 N. LaSalle Street, Suite 600  
Chicago, IL 60654  
Tel: 877.473.7266

**Energy Consultant:** \_\_\_\_\_

**Buyer:**  
(company name) \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Tax ID#:** \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

**Contact:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Account#:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Account#:** \_\_\_\_\_

**Utility:** \_\_\_\_\_

**Account#:** \_\_\_\_\_

**Utility:** \_\_\_\_\_

**Utility:** \_\_\_\_\_

**Electric Contract Price:**

1) Variable Monthly Rate.

2) 100% Green Variable Monthly Rate.

Agreement Term: Initial period of 1 month.

First month's rate: \_\_\_\_\_ per kWh

3) Fixed Rate \$ \_\_\_\_\_ per kWh     Green 100%

Estimated Start Date: [Month] [Year]

Estimated Expiration Date: [Month] [Year] (collectively, the "Initial Term")

## General Terms and Conditions

**1. AGREEMENT TO SELL AND PURCHASE ENERGY:** This is an Agreement between ResCom Energy, LLC (“ResCom Energy” or “Seller”), an energy supplier licensed by the Pennsylvania Public Utility Commission and the undersigned customer (“Buyer” or “Customer” or “you”), under which Customer shall initiate electricity supply (“Energy” or “Commodity Service”) service and begin enrollment with ResCom Energy (the “Contract” and/or “Agreement”), which includes the Terms and Conditions, Telephonic Enrollment Third Party Verification, execution of the Sales Agreement and/or Web Enrollment, or required door-to-door contract and acknowledgment forms. ResCom Energy’s license number is: [insert license number] You agree to purchase electric from ResCom Energy for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). We set the generation prices and charges that you pay. Subject to the Agreement, ResCom Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by ResCom Energy, necessary to meet Customer’s requirements based upon consumption data obtained by ResCom Energy or the delivery schedule of your electric distribution utility and/or your local distribution company (“Utility”). Customer agrees to purchase all its Energy from ResCom Energy on a firm basis. The amount of electric supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by ResCom Energy or the Utility delivery schedule. The Utility will continue to deliver the electric supplied by ResCom Energy.

### 2. DEFINITIONS.

**Generation Charges.** The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

**Small Business Customer.** Person, sole proprietorship, partnership, corporation, association or other business entity that receives electric service under a small commercial, small industrial or small business rate classification, and whose maximum registered peak load was less than 25 kW within the last 12 months.

**Transmission Charges.** The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

**3. PRICE; BILLING:** The price for all energy sold under this Agreement shall include and be subject to all applicable taxes and fees but does not include state sales tax and county tax. Customer usage for energy delivered under this Agreement, will be measured by the Utility. Customer will receive a single bill for both ResCom Energy’s commodity service and Customer’s EDC delivery costs from the Utility and payment is due by date provided on Customer’s Utility bill. If the Customer fails to pay its Utility bill or fails to meet any agreed-upon payment arrangement, the Customer’s service may be cancelled in accordance with the Utility’s tariffs and the Customer’s Agreement with ResCom Energy. ResCom Energy does not offer budget billing services. Customer has the right to request from ResCom Energy up to twenty-four (24) months of Customer’s payment history for serviced rendered by ResCom Energy without charge. You will receive a single bill from your Utility that will contain ResCom Energy charges. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Historical pricing is not indicative of present or future pricing.

### Electric

**Fixed Rate Price:** For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement, and does not include state sales tax and county tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by ResCom Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and ResCom Energy’s costs, expenses and margins. This Agreement does not include Utility charges.

**Green Fixed Rate Price:** For fixed rate service, the price will remain the same for the duration of the Initial Term of the Agreement, and does not include state sales tax and county tax. The fixed rate shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs, related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, and other market price related factors, as determined by ResCom Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and ResCom Energy’s costs, expenses and margins. This Agreement does not include Utility charges.

**Variable Rate Price:** For variable monthly rate service, the price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges including electricity market pricing, plus all applicable taxes, fees, charges and ResCom Energy’s costs, expenses and margins; This Agreement does not include Utility charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of**

**your monthly bill.** For variable pricing plans, you may obtain the previous 24 months' average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 22 below. You can contact ResCom Energy each month at 1.877.473.7266 to obtain your current rate for that day.

**Green Variable Rate Price:** For green variable monthly rate service, the price shall reflect each month the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), RECs (as defined below), related transmission and distribution charges including electricity market pricing, plus all applicable taxes, fees, charges, and ResCom Energy's costs, expenses and margins. This Agreement does not include Utility charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month's variable price upon receipt of your monthly bill.** For variable pricing plans, you may obtain the previous 24 months' average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 22 below. You can contact ResCom Energy each month at 1.877.473.7266 to obtain your current rate for that day.

Please remember that past prices do not indicate present or future prices.

**4. TERM:** This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the "Initial Term"). See also Section 7 below.

**5. CONTRACT AMENDMENT:** In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in ResCom Energy incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by two separate notices discussed in Section 7 below.

**6. RESCISSION AND CANCELLATION BY CUSTOMER:**

Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of this disclosure statement. This Agreement shall not be legally binding upon the residential or small business Customer until the three (3) business day rescission period has expired. Customer may contact ResCom Energy in writing or orally by contacting us at the contact information contained in Section 22 below. There is no early termination fee associated with electric contracts for fixed-rate service and variable rate service.

**7. RENEWAL AND CHANGE OF TERMS:**

**Electric.** If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward. You will not be subject to a penalty of fee if you cancel the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

For Customers on variable rate plans, whenever ResCom Energy wants to change the terms of this Contract, you will receive two (2) advance written notices from us, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term ("Initial Term"), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain your options in these notices.

**8. CANCELLATION BY RESCOM ENERGY:** During the Initial Term, ResCom Energy reserves the right to cancel this Agreement at the end of any term for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. This Agreement shall automatically cancel if the requested service location is not served by the Utility, Residential customers moves outside the Utility service area or to an area not served by ResCom Energy, disability that renders the Customer of record unable to pay for ResCom Energy's service and/or the Customer of record's death.

**9. EFFECT OF CANCELLATION:** If ResCom Energy cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility.

**10. CANCELLATION:** Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your Utility switches your service back to the utility or to another Supplier and Customer is liable for all ResCom Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided. Some common reasons for cancellation include: Non-Payment – If your energy service is cancelled by your Utility, then this Agreement is cancelled on the date that your energy service is cancelled. You

will owe us for amounts unpaid for our charges for energy service up to the date of cancellation. Company-Initiated Cancellation – If we cancel this Agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. Customer-Initiated Cancellation – If you cancel this Agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation. Customer Move – If the customer moves from the address listed above, this Agreement is cancelled. **Customers on a fixed rate agreement who cancel this Agreement after the rescission period and prior to the expiration of the Initial Term, will not be charged an early cancellation fee. There is no early cancellation fee for variable rate plans.**

**11. ENVIRONMENTAL CHARACTERISTICS & RENEWABLE ENERGY INFORMATION.** If you select an electric renewable energy product, one hundred percent (100%) of your electricity usage will be matched with renewable energy credits (RECs), generated from qualifying renewable or alternative energy sources in the United States that include at least one of the following types of renewable generation: wind, solar, biomass, biogas, hydroelectric, off-shore wind, tidal (ocean), fuel cells, liquid biofuel, and any other generation source that qualifies as renewable in Pennsylvania. The applicable generation resource mix and environmental characteristics of the electric supply sold by ResCom Energy is available at [www.rescomenergy.com](http://www.rescomenergy.com)

**12. AGENCY:**

For electric customers, Customer hereby designates ResCom Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and ResCom Energy and those entities including the PJM Regional Transmission Operator (“PJM”) engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the Utility for the delivery of electricity to the Sales Point and the Customer’s end-use premises. ResCom Energy, as agent for the Customer, will schedule the delivery of adequate supplies of electricity that meet the Customer’s requirements as established by the Utility and in response to information provided by the Utility. The Sales Points for the electricity will be a point at the PJM ResCom Energy load bus (located outside of the municipality where Customer resides). These services are provided on an arm’s length basis and market-based compensation is included in the price noted above.

**13. DELIVERY POINT, TITLE AND TAXES:** Customer and ResCom Energy agree that title to, control of, and risk of loss to the electricity supplied by ResCom Energy under this Agreement will transfer from ResCom Energy to Customer at the Sales Point(s).

**14. WARRANTY:** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and ResCom Energy. ResCom Energy makes no representations or warranties other than those expressly set forth in this Agreement, and ResCom Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**15. FORCE MAJEURE:** In the event that either party is rendered unable, wholly or in part, to perform that party’s obligations under this Agreement due to events not reasonably anticipated or within either party’s control, such as, but not limited to, acts of God, curtailment by Customer’s Utility or ResCom Energy’s transportation capacity, or Customer’s Utility appropriation of electric etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of electric under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event. If a due to a change in market conditions, ResCom Energy wishes to lower the price per Ccf or Mcf charged to customer under an existing contract, it may do without consent provided there are no other charges to the terms and conditions of the Agreement.

**16. LIABILITY:** The sole remedy in any claim or suit by Customer against ResCom Energy will be direct, actual damages limited to the amount of Customer’s single largest monthly bill amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. **IN NO EVENT WILL EITHER RESCOM ENERGY OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.**

**17. MEASUREMENT:** Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of Energy to be those values reported by the Utility.

**18. DISPUTE RESOLUTION:** In the event of a billing dispute or a disagreement involving ResCom Energy’s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact ResCom Energy by telephone or in writing as provided in Section 22. If your complaint is not resolved after you have called ResCom Energy, Customer may contact the Pennsylvania Public Utility Commission at 1.800.692.7380. Information is available from the Pennsylvania Office of Consumer Advocate at [www.oca.state.pa.us](http://www.oca.state.pa.us) or (800) 684-6560

**19. ASSIGNMENT:** Customer may not assign its interests in and obligations under this Agreement without the express written consent of ResCom Energy. ResCom Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the Pennsylvania Public Utility Commission. In the event this Agreement is to be assigned to another energy supplier, or other entity, ResCom Energy will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that this Agreement will remain unchanged until either the Customer or new energy supplier decides to cancel or the Initial Term renews as detailed on the Contract Summary.

**20. TELEPHONIC COMMUNICATION:** By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from ResCom Energy, its affiliates and/or assigns, at the telephone number(s) you provide to ResCom Energy, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the cancellation of your Agreement and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**21. INFORMATION RELEASE AUTHORIZATION:** Throughout the duration, you authorize ResCom Energy to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future energy usage, rate classification, meter readings, characteristics of energy service and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. We will maintain the confidentiality of your personal information, including name, address, telephone number, energy usage and historic payment information, as required by applicable Pennsylvania Public Utility Commission regulations and Federal and State laws. You authorize ResCom Energy to release your information to third parties that need to know such information in connection with your energy service and to ResCom Energy's affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the Contact Information section of the Contract. We reserve the right to the extent permitted by law to reject your enrollment or cancel this Contract in the event these authorizations are rescinded.

**22. CONTACT INFORMATION:** Customer may contact ResCom Energy Service Contact Center 1.877.473.7266, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to ResCom Energy at: 770 N. LaSalle Drive, Suite 600, Chicago, IL 60654 or by email at [customerservice@rescom-energy.com](mailto:customerservice@rescom-energy.com). You may visit us online at [www.rescomenergy.com](http://www.rescomenergy.com). Shopping for an electric supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com) or other successor media platform as determined by the Commission, by calling the Commission at 1.800.690.7380 or write to Pennsylvania Public Utility Commission at: 400 North Street, Keystone Bldg., Harrisburg, PA 17120, or calling the Office of Consumer Advocate at 1.800.684.6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**23. EMERGENCY SERVICE:** In the event of an electric power outage or other emergency, please use the following toll-free numbers to directly contact your Utility:

Duquesne	1.888.393.7000	MetEd	1.800.545.7741
PECO	1.800.494.4000	Penelec	1.800.545.7741
Penn Power	1.800.720.3600	PPL	1.800.DIAL.PPL
West Penn Power	1.800.686.0021		
UGI Utilities	1.800.276.2722		

**24. CHOICE OF LAWS:** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

**25. PARTIES BOUND:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**26. CONFIDENTIALITY:** Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following cancellation of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of ResCom Energy.

**27. FORWARD CONTRACT:** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

**28. REGULATORY CHANGES:** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at

some future date there is a change in any law, rule, regulation, tariff, or regulatory structure (“Change in Law”) which impacts any term, condition or provision of this Agreement including, but not limited to price or, if there is a change to the manner in which any transporter, LDC, EDC, pipeline, NYISO agency or any other authority implements or interprets any law, rule, regulation, tariff, or regulatory structure that increases Seller’s costs (“Change in Practice”), Seller shall have the right to pass on such additional costs and/or modify this Agreement to reflect such change. ResCom shall provide written notice of such modification to the Customer as required by local law.

If at some future date there is a change in any law, rule, regulation, pricing structure or market condition whereby ResCom is prevented, prohibited, or frustrated from carrying out the terms of the Agreement, or if Seller is unable to economically continue this Agreement, Seller shall have the right to cancel this Agreement on 30 days’ notice to Customer.

**29. COMMUNICATIONS WITH CUSTOMER.** Customer acknowledges that ResCom may send communications to Customer at the Customer’s email address provided by the Customer. If Customer does not consent to receive communications by email, Customer may contact ResCom at the information provided above. Customer agrees and acknowledges that the information associated with the Account(s) hereunder, including but not limited to usage data, the Local Utility issued account numbers, service address and any other such information contained in this Agreement are not considered confidential or protected information. Therefore, ResCom is authorized to send unencrypted email messages to Customer and/or Customer’s authorized agent or representative which email may include a copy of this Agreement or other Account(s) related information necessary for ResCom to perform its obligations under this Agreement.

## EXHIBIT 10a

### VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS PJM LOAD SERVING ENTITY REQUIREMENTS

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.

**RESPONSE:**

Please refer to the attached.



PJM Interconnection  
Valley Forge Corporate Center  
955 Jefferson Avenue  
Norristown, PA 19403-2497

Audrey D. Williams  
Paralegal, Contract Administrator  
610.666.4651 | fax 610.666.8211  
willila@pjm.com

November 15, 2010

VIA EMAIL

David Cohen  
ResCom Energy LLC  
20 East Avenue  
Bridgeport, CT 06610

Dear Mr. Cohen:

ResCom Energy LLC became a PJM Member on November 9, 2010 and is known on the PJM system by its short name of "RESCOM", Org. ID 17,114 and is a member in good standing.

ResCom Energy LLC signed the PJM Reliability Assurance Agreement on February 12, 2010.

If you have any questions or need additional information, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Audrey".

Audrey D. Williams  
Paralegal / Contract Administrator

**SCHEDULE 4**

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

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

**Additional Member Agreement**

1. This Additional Member Agreement (the "Supplemental Agreement"), dated as of 11/09/2010 2010, is entered into among ResCom Energy LLC and the President of the LLC acting on behalf of its Members.

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

3. ResCom Energy LLC's agrees to be bound by and accepts all the terms of the Operating Agreement as of the above date.

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

David Cohen, 54 The Circle Easton, CT 06612

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

6. The Operating Agreement is hereby amended to include ResCom Energy LLC as a Member of the LLC thereto, effective as of November 9, 2010, the date the President of the LLC countersigned this Agreement.

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

Members of the LLC

By: Terry Boston  
Name: Terry Boston  
Title: President & CEO

By: David Cohen  
Name: David Cohen  
Title: Managing Member

Issued By: Craig Glazer  
Vice President, Government Policy  
Issued On: April 30, 2004

Effective: May 1, 2004

## **EXHIBIT 11 AFFIDAVITS**

**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.

**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.

**RESPONSE:**

Please refer to the attached.

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Texas :

ss.

County of Travis :

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

[He/she is the Chief Administrative Officer (Office of Affiant) of ResCom Energy LLC (Name of Applicant);]

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

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

That the Applicant herein ResCom 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 ResCom 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.

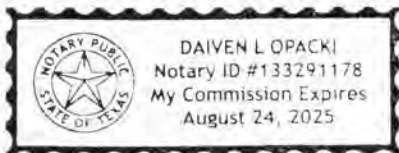
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

[Signature]  
Signature of Affiant

Sworn and subscribed before me this 3<sup>rd</sup> day of October, 2023.

[Signature]  
Signature of official administering oath

My commission expires 08/24/2025.



Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Texas

ss.

County of Travis

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

[He/she is the <sup>chief</sup> Administrative Officer (Office of Affiant) of Res Com Energy LLC (Name of Applicant);]

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

That Res Com 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 Res Com 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 Res Com 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 ResBartender 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.

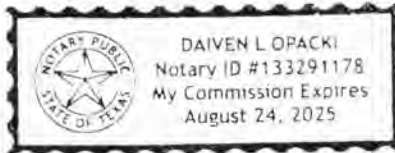
That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.

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

Sworn and subscribed before me this 3<sup>rd</sup> day of October, 2023.

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

My commission expires 08/24/2025.



## **EXHIBIT 12**

### **NEWSPAPER PUBLICATIONS**

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.

**RESPONSE:**

The Notarized Proofs of Publication is being submitted under separate cover.