

Karen O. Moury  
717.237.6036  
kmoury@eckertseamans.com

**Via Electronic Filing**

September 3, 2024

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

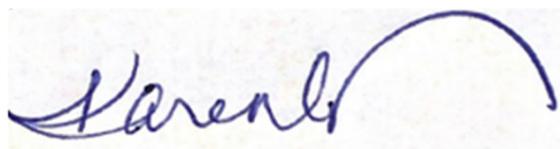
Re: Application of ResCom LLC d/b/a NextVolt Energy for Electric Generation Supplier License; Docket No. A-2024-XXXXXXXX

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the public version of the Application of ResCom LLC d/b/a NextVolt Energy for an Electric Generation Supplier License. In addition, the \$350 fee for payment of the application filing was remitted at the time of e-Filing. A copy of the public version is also served as noted in the attached Certificate of Service.

If you need anything further, please let me know. Thank you for your attention to this matter.

Sincerely,



Karen O. Moury

KOM/lww

Enclosure

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of ResCom Energy LLC, d/b/a NextVolt Energy, for approval to offer, render, furnish, or supply electricity or electric generation services as a(n) electric generation supplier 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, doing business as NextVolt Energy  
111 Congress Ave. STE 500, Austin, TX 78701  
www.nextvoltenergy.com  
(877) 473-7266

- 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.

Cogency Global Fax 800-253-5177  
600 North 2nd Street  
Harrisburg, PA 17101  
866-621-3524  
statrep@cocencyglobal.com

- 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.

Katie Widmar, Chief Administrative Officer  
111 Congress Ave. STE 500, Austin, TX 78701  
kwidmar@p1ec.com  
563-542-7269

- 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.

Karen O. Moury 717.237.6036  
Eckert Seamans kmoury@eckertseamans.com  
213 Market Street Fax: 717.237.6019  
8th Floor  
Harrisburg, PA 17101

- 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  
111 Congress Ave. STE 500, Austin, TX 78701  
kwidmar@p1ec.com  
563-542-7269

Cullen Hay, President  
111 Congress Ave. STE 500, Austin, TX 78701  
chay@p1ec.com  
(832) 259-6224

## 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)*:

- 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.

[See Exhibit 4c](#)

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

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

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

Entire Commonwealth of PA

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- 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.

[December 1, 2024 or upon approval of this Application.](#)

## 5. COMPLIANCE

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

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

[See Exhibit 5](#)

- b. **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.

[See Exhibit 5](#)

- c. **SUMMARY:** Provide a statement as to the resolution or present status of any proceedings or actions listed above. Additionally, provide details of any actions the applicant has undertaken that will prevent the items listed above from occurring if licensed in Pennsylvania.

[See Exhibit 5](#)

## 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 Sections 1.57, 1.58, and 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), 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 Small Business Advocate  
Forum Place  
555 Walnut Street, 1st Floor  
Harrisburg, PA 17101

- b. **EDCs:** Pursuant to Sections 1.57, 1.58, and 54.32(d) of the Commission’s Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide Proof of Service of the Application and attachments upon each Electric Distribution Company the Applicant proposes 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.

<p><b>Citizens’ Electric Company:</b>  Citizens' Electric Company  Attn: EGS Coordination  1775 Industrial Boulevard  Lewisburg, PA 17837</p>	<p><b>Duquesne Light Company:</b>  Regulatory Affairs  Duquesne Light Company  411 Seventh Street, MD 16-4  Pittsburgh, PA 15219</p>
<p><b>Met-Ed, Penelec, and Penn Power:</b>  Legal Department  First Energy  2800 Pottsville Pike  Reading PA, 19612</p>	<p><b>PECO:</b>  Manager Energy Acquisition  PECO Energy Company  2301 Market Street  Philadelphia, PA 19101-8699</p>
<p><b>Pike County Light &amp; Power Company:</b>  Vice President – Energy Supply  Coming Natural Gas Holding Corporation  330 West William Street  Coming, NY 14830</p>	<p><b>PPL:</b>  Office of General Counsel  Attn: Kimberly A. Klock  PPL  Two North Ninth Street (GENTW3)  Allentown, PA 18101-1179</p>
<p><b>UGI:</b>  UGI Utilities, Inc.  Attn: Rates Dept. – Choice Coordinator  1 UGI Drive  Denver, PA 17517</p>	<p><b>Wellsboro Electric Company:</b>  Wellsboro Electric Company  Attn: EGS Coordination  33 Austin Street  P. O. Box 138  Wellsboro, PA 16901</p>
<p><b>West Penn Power:</b>  Legal Department  West Penn Power d/b/a Allegheny Power  800 Cabin Hill Drive  Greensburg, PA 15601-1689</p>	

## 7. FINANCIAL FITNESS

a. **FINANCIAL SECURITY:** In accordance with 66 Pa.C.S. § 2809(c)(1)(i) and 52 Pa. Code § 54.40(a), 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.

See Exhibit 7a for a copy of ResCom Energy LLC's bond.  
The original was sent to the Commission by the issuer.

### **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, EGS suppliers should email [pc-puc-tus-energy@pagov.onmicrosoft.com](mailto:pc-puc-tus-energy@pagov.onmicrosoft.com) or call (717)783-5242 to determine the appropriate bonding amount based on a percentage of suppliers gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, suppliers 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 (preferred), 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.  
[See Exhibit 7b](#)
- Published Applicant or parent company financial and credit information (i.e. 10Q or 10K) (SEC/EDGAR web addresses are sufficient)  
[N/A](#)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.  
[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.  
[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.  
[See Exhibit 7b](#)
- Audited financial statements exhibiting accounts over a minimum two-year period.  
[See Exhibit 7b](#)
- Bank account statements (3-12 recent consecutive months), tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.  
[See Exhibit 7b](#)

**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.

[See Exhibit 7c](#)

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

[N/A](#)

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

[Kurcias, Jaffe & Company LLP, Certified Public Accountants](#)  
[1400 Old Country Road, Westbury, NY 11590](#)  
[Tel. \(516\) 482-7777 Fax \(516\) 466-5836 info@kjandco.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.*

## 8. TECHNICAL FITNESS:

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

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

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

[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
- 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.

[See Exhibit 8d](#)

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

[See Exhibit 8e](#)

- 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.

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

[See Exhibit 9](#)

## 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. [Proof of PJM LSE status is included in Exhibit 8a](#)

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

*(Select only one of the following)*

- AGREED - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

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

AGREED

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

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

- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(b)(4).
- 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 of the Public Utility Code, 66 Pa.C.S. Chapt. 28, pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

- d. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa.C.S. § 2809(D) and 52 Pa. Code § 54.41(a). Transferee will be required to file the appropriate licensing application.

AGREED

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

ACKNOWLEDGED

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

AGREED

- g. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§ 4902, 4903, and 4904, relating to perjury and falsification in official matters.

AGREED

- h. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 54.34.

AGREED

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

AGREED

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

AGREED

- k. **FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by **CERTIFIED CHECK OR MONEY ORDER** in the amount of **\$350.00** payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

PAYMENT ENCLOSED

## 11. AFFIDAVITS

**Must be notarized before filing.**

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

## 12. NEWSPAPER PUBLICATIONS

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

**All Applicants MUST include a Commission issued Docket Number in their publications.** Docket Numbers are issued to new applicants when an application packet is submitted to the PUC's Secretary's Bureau. **Newspaper publications published without a Commission issued Docket No. will be rejected.** For more information, see 52 Pa. Code § 54.35.

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 to the Commission before the applicant is licensed.**

	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: Katie Widmar

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

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

Applicant's Use

PUC Secretary's Bureau Use

Appendix A

APPLICATION AFFIDAVIT

[Commonwealth/State] of Texas :

County of Tarrant : ss.

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

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

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

That the Applicant herein Recom 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) and 52 Pa. Code § 54.37.

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

That the Applicant herein Recom 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 Recom 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.

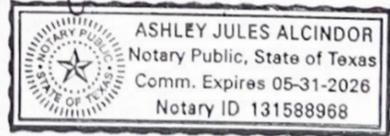
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

[Signature]  
Signature of Affiant

Sworn and subscribed before me this 28th day of August, 2020

[Signature]  
Signature of official administering oath

My commission expires 05/31/2026



Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Texas :

County of Tarrant : ss.

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

[He/she is the CEO (Office of Affiant) of ReSolCom Energy LLC (Name of Applicant).]

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

That ReSolCom 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 ReSolCom 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 ReSolCom 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 Code of 1971, 72 P.S. §§ 7101 et seq., 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 Rebecca Engelle, 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.

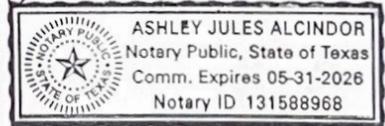
That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.

[Signature]  
Signature of Affiant

Sworn and subscribed before me this 28th day of August, 2021

[Signature]  
Signature of official administering oath

My commission expires 05/31/2022



## Appendix C

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

### Example CERTIFICATE OF SERVICE

On this the 30th day of August 2024, 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 or a USB flash drive, upon the following:

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

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

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

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

Office of Small Business Advocate  
Forum Place  
555 Walnut Street, 1st Floor  
Harrisburg, PA 17101

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

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

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

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

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

Legal Department  
First Energy  
2800 Pottsville Pike  
Reading PA, 19612

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

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

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

/s/ Karen O. Moury

---

**Karen O. Moury, Counsel for ResCom  
LLC**

**Confidential**  
Appendix I  
Tax Certification  
Statement  
(*Redacted*)

# Exhibits/Attachments

# Exhibit 2a

Exhibit 2a - Registration of Fictitious Name



Pennsylvania Department of State  
Bureau of Corporations and Charitable Organizations  
PO Box 8722 | Harrisburg, PA 17105-8722  
T: 717.787.1057  
[dos.pa.gov/BusinessCharities](https://dos.pa.gov/BusinessCharities)

---

July 3, 2024

NextVolt Energy  
KATIE WIDMAR  
111 CONGRESS AVENUE  
SUITE 500  
AUSTIN, TX 78701

Entity Name:	NextVolt Energy
Entity File Date:	July 3, 2024
Entity Number:	0013892192
Filing Type:	Fictitious Name

The Bureau of Corporations and Charitable Organizations is happy to send your filed document. The Bureau is here to serve you and we would like to thank you for doing business in Pennsylvania.



0013892192



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**REGISTRATION OF FICTITIOUS NAME**  
 Fee: \$70

Pennsylvania Department of State

**-FILED-**

File #: 0013892192  
Date Filed: 7/3/2024

B0710-4246 07/03/2024 8:00 AM Received by Pennsylvania Department of State

**DSCB: 54-311 (rev. 2/2017)**

In compliance with the requirements of 54 Pa.C.S. § 311 (relating to registration), the undersigned entity(ies) desiring to register a fictitious name under 54 Pa.C.S. Ch. 3 (relating to fictitious names), hereby state(s) that:

Fictitious Name	NextVolt Energy
-----------------	-----------------

Additional Information

A brief statement of the character or nature of the business or other activity to be carried on under or through the fictitious name is: **Energy Supplier**

**The applicant is familiar with the provisions of 54 Pa.C.S. § 332 (relating to effect of registration) and understands that filing under the Fictitious Names Act does not create any exclusive or other right in the fictitious name.**

**The address, including number and street, if any, of the principal place of business (P.O. Box alone is not acceptable):**

Address **KATIE WIDMAR  
111 CONGRESS AVENUE  
SUITE 500  
AUSTIN, TX 78701**

**Travis**

Individuals interested in the business	
Full Name	Address
None Entered	

Associations interested in the business				
Name of organization	Form of Organization	Formation Locale	Principal Office	Registered Office Address
RESCOM ENERGY LLC Foreign Limited Liability Company Principal Office Address 111 CONGRESS SUITE 500 AUSTIN, TX 78701 Commercial Registered Office Provider Cogency Global Inc. State or Country of Origin CONNECTICUT			None	None

Agents	
Full Name	
None Entered	

Additional provisions, if any

Electronic Signature

IN TESTIMONY WHEREOF, the undersigned have caused this Application for Registration of Fictitious Name to be executed.

*Katie Widmar*

*07/02/2024*

RESCOM ENERGY LLC

Date



Pennsylvania Department of State  
Bureau of Corporations and Charitable Organizations  
PO Box 8722 | Harrisburg, PA 17105-8722  
T: 717.787.1057  
[dos.pa.gov/BusinessCharities](http://dos.pa.gov/BusinessCharities)

Receipt Date: 07/02/2024

Receipt No.: 1117757

### Receipt Detail

Receipt Item	Description	Check/Ref#	Amount
Expedite Same Day	Expedite Same Day	13892192	-\$100.00
Fictitious Name Registration	NextVolt Energy	13892192	-\$70.00
Payment - Web Credit Card		63dc86bb-b753-4591-8	\$170.00

Balance: \$0.00

# Exhibit 2b

**Pennsylvania Department of State**  
Bureau of Corporations and Charitable Organizations  
PO Box 8722 | Harrisburg, PA 17105-8722  
T: 717-787-1057  
[dos.pa.gov/BusinessCharities](https://dos.pa.gov/BusinessCharities)

Regarding: ResCom Energy LLC  
Request Type: Certificate of Registration Issuance Date: August 13, 2024  
Request No.: 040927630 File No: 0003993674  
Receipt No.: 1172295  
Filing Type: Foreign Limited Liability Company  
Filing Subtype: Limited Liability Company  
Initial Filing Date: November 23, 2010  
Status: Active

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I DO HEREBY CERTIFY THAT

ResCom Energy LLC

is a foreign association duly registered to do business in this Commonwealth as of the issuance date herein.

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



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the seal of my office to be affixed, the day and year above written.

A handwritten signature in cursive script, appearing to read "Albert Schmidt".

Albert Schmidt  
Secretary of the Commonwealth

Verify this certificate online at [www.file.dos.pa.gov](https://www.file.dos.pa.gov)

# 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 06106

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 COM 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:

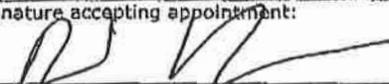
DAVID COHEN

Business Address: (No P.O. Box)

54 THE-CIRCLE  
EASTON, CT 06612

If none, MUST state "NONE"

Signature accepting appointment:

x 

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 If none, MUST state "NONE"	SAME
		If none, MUST state "NONE"	

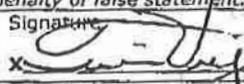
7. Management -Place a check next to the following statement ONLY if it applies  
 Management of the limited liability company shall be vested in a manager or managers.

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 *rg*

# Exhibit 3a

## Exhibit 3a

### 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.

Applicant is a subsidiary of The Power 1 Energy Company ("P1EC"). Applicant's affiliates include the following:

- The Power Company USA LLC, an entity operating as a broker and/or energy consultant in various jurisdictions.
- NextVolt Energy TX LLC, an entity in the process of seeking authority to operate as a retail electricity provider in Texas.

Neither Applicant, its parent, nor any of its affiliates fall under the category of a jurisdictional public utility in Pennsylvania. The physical address for all of these companies is: 111 Congress Ave. STE 500, Austin, TX 78701. The Power Company USA LLC intends to apply for a license to operate as a broker within the Commonwealth of Pennsylvania in the near future. No other affiliates are currently applying to do business in Pennsylvania.

# Exhibit 4c

Exhibit 4c  
Proposed Services

**Describe in detail the electric generation services the Applicant proposes to offer.**

**Response:**

ResCom Energy LLC, dba NextVolt Energy proposes to offer electric generation supply service to all eligible classes of customers in all areas open for competitive retail access in Pennsylvania. Such products and services may include these items below.

<b>Residential</b>	Fixed price electricity supply products ranging in term from 3 to 36 months. Variable price electricity supply products with month-to-month terms.
<b>Commercial</b>	Fixed price electricity supply products ranging in term from 3 to 36 months. Variable price electricity supply products with month-to-month terms.
<b>Industrial</b>	Target markets are this time include residential and small commercial customers. While NextVolt Energy has no immediate plans to market to industrial customers, it seeks to establish a license enabling it to serve all classes of customers. NextVolt Energy may develop products and services tailored to the industrial customer market in the future.
<b>Government or Municipal Aggregations</b>	NextVolt Energy may participate in competitive solicitations to provide electricity supply service to customers aggregated under various types of aggregation programs.
<b>REC-based or other green energy products</b>	NextVolt Energy may market voluntary green energy products to eligible customer classes. Such products may include premium green energy content products with up to 100% green energy as sourced through the procurement and retirement of renewable energy certificates (RECs).

# Exhibit 5

*(Partially Redacted)*

**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.

**Company Response:**

On August 8, 2024 Alexander Reents filed a class action complaint against ResCom Energy LLC in U.S. District Court for the Northern District of Illinois alleging violations of the Telephone Consumer Protection Act. This matter is pending. ResCom Energy intends to vigorously defend itself against this complaint which it considers to be unfounded and without merit. Mr. Reents is a known serial litigator.

On January 27, 2023, an affiliate of applicant, The Power Company USA, LLC, was named as a codefendant in a complaint filed in Allegheny County Common Pleas Court in Pennsylvania alleging violations of the Telephone Consumer Protection Act. The matter is: Steward M. Abrahamson vs. Titan Gas, LLC dba CleanSky Energy, The Power Company USA, LLC, Civil Division Arbitration Docket No. AR-23-000284. The Power Company intends to vigorously defend itself against this complaint which it considers to be unfounded and without merit. Mr. Abramson is a known serial litigator.

There are no further criminal or civil proceedings involving applicant or its affiliates in the last five years.

**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.

**Company Response:**

On December 19, 2019, the Pennsylvania Public Utility 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.

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 Energy was not aware of the initial filing.

Exhibit 5  
ResCom Energy LLC

Although not within the specified five year window, ResCom Energy also notes that it was the subject of an investigation initiated by the Pennsylvania Public Utilities Commission, Bureau of Investigation and Enforcement in 2012 involving allegations of slamming and unauthorized marketing practices. This matter was resolved through a settlement agreement approved by the Commission. See, Opinion and Order entered on November 13, 2014 at Docket No. M-2013-2320112. Further information on the settlement terms and ResCom Energy's satisfaction of the settlement commitments is included herein.

**SUMMARY:** Provide a statement as to the resolution or present status of any proceedings or actions listed above. Additionally, provide details of any actions the applicant has undertaken that will prevent the items listed above from occurring if licensed in Pennsylvania.

**Company Response:**

**Further Information:**

1. On December 19, 2019, the Pennsylvania Public Utility Commission issued an Order, at Docket No. M-2019-3006865, that cancelled ResCom Energy's ("ResCom") Pennsylvania EGS supplier license without prejudice, due to ResCom Energy's failure to provide a bond or other approved security in the amount required by the Commission.
2. On August 5, 2021, at Docket No. A-2021-3023855 the Pennsylvania Public Utility Commission denied an application filed by ResCom Energy seeking to again become a licensed EGS Supplier in Pennsylvania. The Commission's order cited insufficient sufficient financial documentation to demonstrate adequate financial fitness to be licensed as an EGS Supplier.
3. On February 22, 2024, at Docket No. A-2023-3043724 denied an application filed by ResCom Energy seeking to again become a licensed EGS Supplier in Pennsylvania. The Commission's order cited insufficient sufficient financial documentation to demonstrate adequate financial fitness to be licensed as an EGS Supplier.
4. ResCom Energy previously held a New Jersey third party supplier (ESL-0180) which expired on October 30, 2017 due to the company's failure to file a license renewal application. The company became aware of its license status in January 2022 after conducting an internal review of its licenses and regulatory compliance matters. At the time of this discovery in 2022, ResCom Energy did not serve customers and was not actively marketing in New Jersey. ResCom Energy took no action at that time because it did not have immediate plans to re-enter the New Jersey market. ResCom has recently filed a new application in order to re-establish its New Jersey license.

**Recent Developments:**

ResCom Energy has recently undergone a significant internal restructuring to position itself as a mature, well-resourced and responsible organization. ResCom Energy is fully committed to compliance with all applicable laws and regulations and believes that its recent company transformation efforts will prevent the types of compliance oversights noted above. The company would like to note the following significant changes that have recently occurred.

## Exhibit 5

### ResCom Energy LLC

- The company has initiated a major brand transformation and has adopted the trade name NextVolt Energy.
- In June 2024 the company appointed Richard Rathvon as Chief Executive Officer. Mr. Rathvon has over 30 years of experience and has held management positions at several leading retail energy suppliers.
- In June 2024 the company hired several additional seasoned retail energy professionals to leadership positions, including:
  - Cullen Hay appointed as President. Mr. Hay has over 27 years experience in the energy industry.
  - David Draper appointed as Chief Financial Officer. Mr. Draper has over 25 years experience in the energy industry.
- The company has retained two well respected legal firms to assist in the management of its regulatory and compliance matters. These include: Eckert Seamans and GreeneHurlocker.
- The company has appointed Katie Widmar as Chief Administrative Officer, a role dedicated to managing the company's regulatory and compliance functions.
- The company has retained an outside consultant, Hudson Energy Consulting lead by Richard Hudson to assist in managing regulatory compliance. Mr. Hudson has over 22 years experience in regulatory matters in the energy industry.
- **[Proprietary]:**
  - 
  -

### Further Corporate History

- 8/24/2009 ResCom Energy LLC was formed as a Connecticut limited liability company, with ownership by original Managing Members David Cohen and Nancy Lynn Cohen.
- 8/11/2015 ownership changed with the purchase of ResCom Energy LLC by the PowerOne Corporation which then became the sole Member of ResCom Energy LLC.
- 2/20/2019 The Power 1 Energy Company (fka AOTS 42,INC.) became the sole member of ResCom Energy LLC by the consummation of the Share Exchange Agreement between AOTS and PowerOne Corporation. Please note that The Power 1 Energy Company is a separate and distinct entity from the Power Once Corporation.
- July 2024, ResCom Energy LLC adopted the new trade name NextVolt Energy and is now operating under this brand. ResCom Energy LLC remains a wholly owned subsidiary of The Power 1 Energy Company.

# Exhibit 5a

**ResCom Energy PA PUC Enforcement Proceeding  
Summary of Settlement Terms (Docket M-2013-2320112)**

Exhibit 5a

Settlement Term	Reference	Current Status
1. Payment of \$59,000 civil settlement amount.	Settlement Paragraph 33 a. (p. 11)	Fully satisfied. Payment made by check on 11/18/2014.
2. Better ResCom identification and telemarketing script improvements	Settlement Paragraph 33 b. (p.11)	<p>ResCom Energy implemented the required changes to its marketing materials in August 2012. As of August 2024, ResCom Energy, now doing business as NextVolt Energy has adopted entirely new marketing materials. These materials conform to the terms of the 2014 settlement. Specifically, the scripts:</p> <ul style="list-style-type: none"> <li>(i) Clearly confirm that the customer is the authorized party on the account</li> <li>(ii) Clearly identify the company as ResCom Energy, doing business as NextVolt Energy</li> <li>(iii) Confirm that the customer understands that ResCom Energy, dba NextVolt Energy is not affiliated with the local EDC</li> </ul>
<p>3. Call IDs and Extended Customer Service Hours</p> <ul style="list-style-type: none"> <li>• Use a unique set of 100 caller ID numbers issued to call centers</li> <li>• Direct incoming calls to any of these numbers to ResCom Energy's inbound customer service center</li> <li>• Implement customer service operating hours until 9 p.m. on weekdays</li> </ul>	Settlement Paragraph 33 b. (p.12)	<p>ResCom Energy implemented the required changes in 2014. Current practices are as follows:</p> <ul style="list-style-type: none"> <li>• All customer care numbers are currently unique and display caller ID as NextVolt Energy (previously ResCom Energy). If a customer were to dial any of those numbers, they would reach out customer care center during our standard operating hours, or if after-hours, weekends, or holidays, they would reach our answering service.</li> <li>• Our customer service operating hours are currently 9 am to 7 pm CST, Monday through Friday. After-hours calls and those that come in on weekends or holidays are directed to an answering service who will take a message from the customer. These calls will be returned by our customer care agents during regular business hours.</li> </ul>

<p>4. Do not call lists</p> <ul style="list-style-type: none"> <li>• ResCom Energy to distribute to all of its call centers federal, Pennsylvania and internal Do Not Call lists on a weekly basis and require that all call centers scrub their calling lists accordingly</li> </ul>	<p>Settlement Paragraph 33 b. (p.12)</p>	<p>ResCom Energy fully complied with this requirement in 2014. ResCom Energy's current practice is to maintain frequent updates to federal (every 28 days), Pennsylvania (every 28 days), and internal (weekly) do not call lists. Calling data is scrubbed and transmitted to call centers for use. Call centers are only permitted to contact numbers on these lists which have been fully scrubbed of any numbers appearing on do not call lists.</p>
<p>5. Additional training resources</p> <ul style="list-style-type: none"> <li>• Hire full time field trainer/inspector to train agents and personally certify each field agent that sells face to face for ResCom Energy.</li> <li>• Increase shadowing requirement for new field agents from 7 days to 14 days.</li> </ul>	<p>Settlement Paragraph 33 b. (p. 12)</p>	<p>These settlement provisions were fully implemented in August 2014. Currently, as of August 2024 these terms are no longer applicable because ResCom Energy, dba NextVolt Energy will not engage in door to door marketing.</p>
<p>6. Phone Line Upgrade</p> <ul style="list-style-type: none"> <li>• Upgrade to new phone line carrier for internal customer service center to prevent outages and reduce customer wait time.</li> </ul>	<p>Settlement paragraph 33 b. (p. 13)</p>	<p>ResCom Energy fully implemented the phone line upgrade in June 2024. Currently, all calls are accepted into a queue based on language preference and are allowed to hold in that queue for up to 10 minutes, at which time, they are transferred to our answering service in order to leave a message with an agent and will be called back when the next customer care agent is available. These new processes were put in place in an effort to enhance the customer experience and allow for a customer to reach a live person, regardless of call volume, to properly disposition and escalate calls as necessary.</p>
<p>7. ResCom Energy shall comply with all applicable Commission regulations and will provide Commission BCS staff with all marketing materials for review upon request of Staff</p>	<p>Settlement paragraph 33 b. (p. 13)</p>	<p>ResCom Energy fully complied with this term of the settlement. ResCom Energy, dba NextVolt Energy agrees to continue to provide any marketing materials to BCS staff upon request.</p>
<p>8. ResCom Energy will provide Commission BCS staff with written notice of any change to company</p>	<p>Settlement paragraph 33 b. (p. 13)</p>	<p>ResCom Energy fully complied with this term of the settlement.</p>

practices and procedures related to marketing to Pennsylvania customers for a period of 1 year.		
9. ResCom Energy will file with the Commission a quarterly report on customer complaints for 1 year.	Settlement paragraph 33 b. (p. 13)	ResCom Energy complied with this term of the settlement. No further reports were filed as ResCom Energy assigned all of its customers to another EGS in October, 2014 and had no further marketing activity or customer complaint information to report.
10. ResCom Energy shall include it is fourth and final quarterly report information describing compliance with the Public Utility Code, Commission Orders and Regulations and the conditions set forth in this Settlement Agreement.	Settlement paragraph 33 b. (p. 13)	The final report was filed on January 28, 2015.
11. ResCom Energy will confirm its single point of contact for Commission BCS staff for resolution of customer complaints and will respond to all Pennsylvania consumer inquiries and complaints in accordance with BCS requirements, including providing to BCS staff a copy of the customer contract and any audio recordings of the sales call and verification call. This requirement will remain in effect for 1 year.		ResCom Energy complied with this term of the settlement. Going forward, ResCom Energy, dba NextVolt Energy agrees to keep its single point of contact information updated and will provide the same information to BCS staff in response to any customer complaints.

**Confidential**

**Exhibit 7a**

*(Redacted)*

**Confidential**  
**Exhibit 7b**

*(Redacted)*

**Confidential**

**Exhibit 7c**

*(Redacted)*

# Exhibit 9

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

<b>Electric Generation Supplier Information</b>	<p><b>ResCom Energy LLC, DBA NextVolt Energy</b> (“NextVolt Energy” or “We” or “Us”)          111 Congress Avenue Suite 500          Austin, TX 78701          License No. [ ___ ]  <a href="http://www.nextvoltenergy.com">www.nextvoltenergy.com</a>          Customer Service Toll Free Number: 877-473-7266          Customer Service Email: <a href="mailto:customerservice@nextvoltenergy.com">customerservice@nextvoltenergy.com</a></p>
<b>Price Structure</b>	<p><input type="checkbox"/> Fixed    <input type="checkbox"/> Green Fixed    <input type="checkbox"/> Variable    <input type="checkbox"/> Green Variable</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 NextVolt Energy’s discretion, plus all applicable taxes, fees, charges or other assessments and NextVolt Energy’s costs, expenses and margins. If your product selection includes renewable energy, NextVolt 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 NextVolt 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. Small business 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 NextVolt 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 NextVolt 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 NextVolt 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 Customer’s options in these notices.</p>
<b>Right of Rescission:</b>	You may cancel this Contract without penalty by contacting us by telephone at the contact number listed above, electronically or in writing at the address listed above, within 3 business days of your receipt of your disclosure statement.

## General Terms and Conditions

**1. AGREEMENT TO SELL AND PURCHASE ENERGY:** This is an Agreement between ResCom Energy LLC d/b/a NextVolt Energy ("NextVolt 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 NextVolt 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. NextVolt Energy's license number is: **[insert license number]** You agree to purchase electric from NextVolt 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, NextVolt Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the electric supply, as estimated by NextVolt Energy, necessary to meet Customer's requirements based upon consumption data obtained by NextVolt 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 NextVolt 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 NextVolt Energy or the Utility delivery schedule. The Utility will continue to deliver the electric supplied by NextVolt 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 NextVolt 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 NextVolt Energy. NextVolt Energy does not offer budget billing services. Customer has the right to request from NextVolt Energy up to twenty-four (24) months of Customer's payment history for serviced rendered by NextVolt Energy without charge. You will receive a single bill from your Utility that will contain NextVolt 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 NextVolt Energy's discretion, plus all applicable taxes, fees, charges or other assessments and NextVolt 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 NextVolt Energy's discretion, plus all applicable taxes, fees, charges or other assessments and NextVolt 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 NextVolt 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 NextVolt 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 NextVolt 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 NextVolt 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 NextVolt 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 proposed 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 NextVolt 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 NextVolt 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 NEXTVOLT ENERGY:** During the Initial Term, NextVolt 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 NextVolt Energy, disability that renders the Customer of record unable to pay for NextVolt Energy's service and/or the Customer of record's death.

**9. EFFECT OF CANCELLATION:** If NextVolt 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 NextVolt 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 trued-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 NextVolt Energy is available at [www.NextVOLTenergy.com](http://www.NextVOLTenergy.com)

**12. AGENCY:**

For electric customers, Customer hereby designates NextVolt Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and NextVolt 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. NextVolt 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 NextVolt 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 NextVolt Energy agree that title to, control of, and risk of loss to the electricity supplied by NextVolt Energy under this Agreement will transfer from NextVolt 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 NextVolt Energy. NextVolt Energy makes no representations or warranties other than those expressly set forth in this Agreement, and NextVolt 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 NextVolt 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, NextVolt Energy wishes to lower the price per 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 NextVolt 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 NEXTVOLT 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 NextVolt Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact NextVolt Energy by telephone or in writing as provided in Section 22. If your complaint is not resolved after you have called NextVolt 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 NextVolt Energy. NextVolt 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, NextVolt 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 NextVolt Energy, its affiliates and/or assigns, at the telephone number(s) you provide to NextVolt 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 NextVolt 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 NextVolt Energy to release your information to third parties that need to know such information in connection with your energy service and to NextVolt 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 NextVolt 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 w439rite to NextVolt Energy at: 111 Congress Ave. STE 500, Austin, TX 78701 or by email at [customerservice@nextvoltenergy.com](mailto:customerservice@nextvoltenergy.com). You may visit us online at [www.nextvoltenergy.com](http://www.nextvoltenergy.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 NextVolt 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. NextVolt 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 NextVolt 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 NextVolt 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 NextVolt 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, NextVolt 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 NextVolt to perform its obligations under this Agreement.