

CAPTION SHEET

CASE MANAGEMENT SYSTEM

1. REPORT DATE: 00/00/00	:	
2. BUREAU: FUS	:	
3. SECTION(S):	:	
5. APPROVED BY:	:	4. PUBLIC MEETING DATE:
DIRECTOR:	:	00/00/00
SUPERVISOR:	:	
6. PERSON IN CHARGE:	:	7. DATE FILED: 05/08/06
8. DOCKET NO: A-110170	:	9. EFFECTIVE DATE: 00/00/00

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: PREMIER POWER SOLUTIONS, LLC

COMP/APP COUNTY: UTILITY CODE: 110170

ALLEGATION OR SUBJECT

APPLICATION OF PREMIER POWER SOLUTIONS, LLC FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY ELECTRICITY OR ELECTRIC GENERATION SERVICES AS A CONSULTANT TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT
FOLDER

DOCKETED
MAY 24 2006

ORIGINAL

PREMIER POWER SOLUTIONS, LLC

HELPING YOU SELECT THE BEST ELECTRICITY SUPPLIER FOR YOUR BUSINESS

289 NUTT ROAD, GROVE CITY, PA 16127 PH:724-615-9181 FAX:724-615-9183

May 8, 2006

James J. McNulty, Secretary
Keystone Building, 2nd Floor Room N201
Harrisburg, PA 17120

Dear Secretary McNulty:

A-110170

Attached you will find a EGS application for Premier Power Solutions, LLC.

We still need to provide notice as per section 14 of the application. We will provide notice as soon as we receive a docket number and can file our legal notices in the required newspapers. Please let me know where we need to file the legal notices. We will revise Appendix D to reflect what was actually filed after we receive a Docket number and provide copies to the PUC as to what was actually filed.

If you have any questions concerning this application, please call me. I look forward to hearing from you.

Sincerely,


Lee McCracken

President
Premier Power Solutions, LLC
289 Nutt Road
Grove City, PA 16127

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MAY 08 2006

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

DOCUMENT
FOLDER

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A-110170

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Premier Power Solutions, LLC, for approval to offer, render, furnish, or supply electricity or electric generation services as a Consultant to the public in the Commonwealth of Pennsylvania.

To the Pennsylvania Public Utility Commission:

- 1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

Premier Power Solutions, LLC
 289 Nutt Road
 Grove City, PA 16127
 Ph: 724-615-9181
 Fax: 724-615-9183

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SECRETARY'S BUREAU

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

None.

- 2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Lee McCracken, President
 Premier Power Solutions, LLC
 289 Nutt Road
 Grove City, PA 16127
 Ph: 724-615-9181
 Fax: 724-615-9183

- b. **CONTACT PERSON-PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY:** The name, title, address telephone number and FAX number of the person with whom contact should be made by PEMA:

Lee McCracken, President
 Premier Power Solutions, LLC
 289 Nutt Road
 Grove City, PA 16127
 Ph: 724-615-9181
 Fax: 724-615-9183

DOCKETED

MAY 24 2006

- 3. a. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

None.

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b. REGISTERED AGENT: If the Applicant does not maintain a principal office in the Commonwealth, the required name, address, telephone number and FAX number of the Applicant's Registered Agent in the Commonwealth are:

Not Applicable.

4. FICTITIOUS NAME: (select and complete appropriate statement)

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

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

or

The Applicant will not be using a fictitious name.

5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS: (select and complete appropriate statement)

The Applicant is a sole proprietor.

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

or

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PA PUBLIC UTILITY COMMISSION
SECRETARY'S OFFICE

The Applicant is a:

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

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

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

or

- The Applicant is a :
- domestic corporation (none)
 - foreign corporation (15 Pa. C.S. §4124)
 - domestic limited liability company (15 Pa. C.S. §8913)
 - foreign limited liability company (15 Pa. C.S. §8981)
 - Other _____

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

Give name and address of officers.

Lee McCracken, President
289 Nutt Road
Grove City, PA 16127

Michele McCracken, Vice President
289 Nutt Road
Grove City, PA 16127

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SECRETARY'S BUREAU

The Applicant is incorporated in the state of Delaware.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (select and complete appropriate statement)

- Affiliate(s) of the Applicant doing business in Pennsylvania are:

None.

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities.

- If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities.

or

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

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

- The Applicant is presently doing business in Pennsylvania as a
- vertically-integrated provider of generation, transmission, and distribution services.
 - municipal electric corporation providing service outside its municipal limits.
 - electric cooperative
 - local gas distribution company
 - nonintegrated provider of electric generation, transmission or distribution services.
 - Other. (Identify the nature of service being rendered.)

The applicant is currently operating as a consultant to commercial entities, governmental entities, and industrial businesses. The primary service offering is helping customers select a competitive retail electricity supplier. Premier works with competitive suppliers in the PA market to obtain quotes from them for customers, reviews the quotes obtained from the competitive suppliers, and then makes a recommendation to the customer as to which quote to accept, if any. Premier is not a party to the contract between the competitive electricity supplier and the end use customer. At no time does Premier take title to the electric commodity. Premier then goes on to offer continuing services to the customer through preparing a periodic savings analysis for the customer to show them what their actual cost savings have been over the life of the competitive supply contract that they selected. Premier continues to work with customers over time and makes recommendation to them as to when they should consider extending their competitive supply contract or whether they should return to utility service. Our mission at Premier is to help customers spend less for their electricity.

or

- The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- Generator and supplier of electric power.
- Municipal generator and supplier of electric power.
- Electric Cooperative and supplier of electric power
- Broker/Marketer engaged in the business of supplying electricity.
- Aggregator engaged in the business of supplying electricity

Other (Describe):

9. **PROPOSED SERVICES:** Generally describe the electric services or the electric generation services which the Applicant proposes to offer.

Premier does not intend to change its service offering. Premier is filing this license so that it can become EDI certified with the utilities in which it presently operates in order to be able to efficiently and effectively obtain electricity usage information on the customers that it provides consulting services to. Premier will use this information to provide further value added services to its customers through the provision of additional consulting services aimed at helping the customer reduce their overall spend for electricity. Premier intends to outsource the EDI certification process to a national EDI firm. Premier does not intend to take title to electricity and resell it at any point in the future. If that were to change, Premier agrees to inform the PUC of this change in business model with sufficient notice to the PUC as may be requested or required.

10. **SERVICE AREA:** Generally describe the geographic area in which Applicant proposes to offer services.

Premier presently offers services to customers in the Duquesne Light service territory and intends to offer services to customers in other Pennsylvania utility service territories as savings opportunities for end use customers arise.

11. **CUSTOMERS:** Applicant proposes to initially provide services to:

- Residential Customers
- Commercial Customers - (25 kW and Under)
- Commercial Customers - (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

12. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.
- Received approval from FERC to be a Power Marketer at Docket or Case Number _____.
- Not applicable

13. **START DATE:** The Applicant proposes to begin delivering services on _____. The applicant has been providing consulting services since June of 2005. The applicant intends to pursue EDI certification with

the various PA utilities as soon as this application is approved. The applicant has no intention of taking title to electricity or becoming a reseller of electric service at any point in the future.

14. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

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

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

William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second Street
Harrisburg, PA 17101

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

Any of the following Electric Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

Frank M. Nadolny, General
Manager of Regulatory Affairs Unit
Duquesne Light Company
411 Seventh Street
P.O. Box 1930
Pittsburgh, PA 15230-1930

John P. Litz, Division Controller
UGI Utilities, Inc.
Electric Division
400 Stewart Road
P.O. Box 3200
Hanover Industrial Estates
Wilkes-Barre, PA 18773-3200

(Metropolitan Edison Company or Pennsylvania Electric Company)

Blaine W. Uplinger, Jr., Director of Governmental and
Regulatory Affairs
GPU Energy
100 APC Building
800 North third Street
Harrisburg, PA 17102-2025

Paul E. Russell, Associate
General Counsel
Pennsylvania Power & Light
Company
Two North Ninth Street
Allentown, PA 18108-1179

Thomas P. Hill, Vice President and Controller
PECO Energy Company
2301 Market Street
Philadelphia, PA 19101-8699

Stephen L. Feld, Attorney
Pennsylvania Power Company
First Energy Corporation
76 South Main Street
Akron, OH 44308

John L. Munsch, Attorney
Allegheny Power
800 Cabin Hill Drive
Greensburg, PA 15601-1689

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. 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.

15. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix B to this application.

16. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

The Applicant, affiliate, predecessor, and persons identified in this application have not been convicted of any crime involving fraud or similar activity.

17. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** 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.

a. **Contacts for Consumer Service and Complaints:** Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission or other agencies.

Lee McCracken, President
Premier Power Solutions, LLC
289 Nutt Road
Grove City, PA 16127
Ph: 724-615-9181
Fax: 724-615-9183

b. Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers.

Premier does not intend to provide consulting services to residential customers at this time.

c. If proposing to serve Residential and/or Small Commercial (under 25 kW) customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix C to this Application.

Premier offers consulting services to customers to commercial customers who are generally over the 25 kW limit. In the event that Premier would offer services to customers under the 25 kW limit, Premier would review the disclosure statements prepared by the competitive suppliers in the market with the end use customer and help them understand it. As such, Premier does not prepare its own disclosure statements.

18. **BONDING:** In accordance with 66 PA. C.S. Section 2809(C) (1)(I), the Applicant is:

- Furnishing a copy of initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing proof of other initial security for Commission approval, to ensure financial responsibility.
- Filing for a modification to the \$250,000 and furnishing a copy of an initial bond, letter of credit or proof of bonding to the Commission for the amount of \$ 50,000. Applicant is required to provide information supporting an amount less than \$250,000.

At the conclusion of Applicant's first year of operation it is the intention of the Commission to tie security bonds to a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. The amount of the security bond will be reviewed and adjusted on an annual basis.

Premier does not intend to have any gross receipts from the sale of generated electricity consumed in PA. Premier generates its revenues from consulting fees and does not take title to the electric commodity at any

Premier does not intend to have any gross receipts from the sale of generated electricity consumed in PA. Premier generates its revenues from consulting fees and does not take title to the electric commodity at any point in time. Premier is not a reseller of electricity, nor are they a generator of electricity. Premier has no intention of changing this at any point in the future. As such, Premier will not have an obligation to collect and remit gross receipts tax to PA. As a result of these factors, Premier wishes to have its bonding requirements reduced to the minimum amount that the PUC would consider. We propose that this amount be \$10,000 and have included a letter of credit for that amount.

19. **FINANCIAL FITNESS:**

A. Applicant shall 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.

Premier Power Solutions, LLC is a consulting firm that is owned 100% by Lee McCracken and Michele McCracken, 289 Nutt Road, Grove City, PA 16127.

- Published parent company financial and credit information.

None.

- Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available.

Premier is a new business in 2005 and as such does not have published financial statements.

- 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 or other independent financial service reports.

Applicant does not have a credit rating.

- 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.

Applicant carries insurances that are required to be maintained by consulting companies in PA. The applicant has workers compensation insurance (\$100K/\$500K) in place.

- Audited financial statements

None have been prepared.

- Such other information that demonstrates Applicant's financial fitness.

The applicant has sufficient financial resources at its disposal to operate a consulting company.

B. Applicant must provide the following information:

- Identify Applicant's chief officers including names and their professional resumes.

A resume for Lee McCracken, President is as follows.

Lee M. McCracken
289 Nutt Road
Grove City, PA 16127

Work Experience:

May 2005 - Present - Premier Power Solutions, LLC, President

Founded consulting company that specializes in helping small commercial, industrial, and governmental agencies take advantage of the Pennsylvania electricity deregulation laws to reduce their overall spend for electricity.

Feb 2001 to May 2005 – Strategic Energy LLC, Chief Financial Officer/VP Finance/VP Corporate Development

Strategic Energy is one of the five most profitable energy services companies in the country. The company sells electricity to commercial and industrial users in states where electricity deregulation has occurred. Over the past four years, I have taken on various positions with the company as requested by the CEO/COO. Positions involve the overall corporate strategy and financial management of the company and the building of a team in the areas of Finance, Risk Management, Billing, Forecasting and Credit and subsequent management and motivation of these teams. Additionally, the position involved preparing and giving presentations to Standard and Poors, Moody's, and the management committee, board of directors, and audit committee of Great Plains Energy (NYSE:GXP).

Jan 1998 to Feb 2001 – Winner Holding LLC, CFO and Treasurer

Position involved providing the CEO and Chairman with the information, strategy recommendations, and implementation plans necessary to manage and grow the \$ 250 MM Holding Company. Significant lines of business consist of two manufacturing entities, wholesale distribution of safety and security products, retail sales of security products, advertising agency, hotels, and FBO at regional airport.

1989 – 1997 Carbis Walker & Associates, LLP – Senior Manager

Position involved management of local office of a regional CPA firm consisting of 14 partners and a total staff of 110. Required to perform all aspects of business development and management. Client base consisted primarily of governmental and non-profit entities, manufacturers, physicians, and small business entities.

Fall Semester 1997 and Spring Semester 2000– Grove City College, Adjunct Professor of Accounting

Position involved the teaching of senior level undergraduate individual, corporate, and estate and trust tax program at one of the nations top private colleges

1986-1989 McGill Power Bell & Company – CPA's – Staff Accountant

**Education: Master of Science in Accounting, Grove City College, May 1997
G.P.A. 3.89/4.00**

Bachelor of Arts in Accounting, Grove City College, May 1986

- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

Lee McCracken, President
Premier Power Solutions, LLC
289 Nutt Road
Grove City, PA 16127
Ph: 724-615-9181
Fax: 724-615-9183

20. **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. Examples of such information which may be submitted include the following:

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes.

Lee McCracken, President of the company is responsible for the technical fitness of the Company. He has provided training necessary to sales and support personnel required to deliver a high-quality consulting service.

- Proposed staffing and employee training commitments

Staff members are trained on the various tariffs in the utility service territories where Premier offers service prior to offering service in those territories. We train our staff so that they can help customers understand electric deregulation laws in the various utility service territories and we help them take advantage of opportunities offered by competitive electric suppliers to reduce their overall spend for electricity.

- Business plans

Premier's business plans are simple. We intend to offer high-quality consulting services to customers in PA aimed at helping them reduce their overall spend for electricity. Our growth will depend upon how many savings opportunities that we can identify for our customers. The more customers that we can help, the larger our business will become and the more consultants that we will employ.

- Documentation of membership in ECAR, MAAC or other regional reliability councils shall be submitted if applicable to the scope and nature of the applicant's proposed services.

None.

- An 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.

Not Applicable.

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

The Applicant understands and agrees to this paragraph.

22. **ASSESSMENT:** The Applicant acknowledges that Title 66, Chapter 5, Section 510 grants to the Commission the right to make assessments to recover regulatory expenses and that as a supplier of electricity or an electric generation supplier it will be assessed under that section of the Pennsylvania Code. The Applicant also acknowledges that the continuation of its license as a supplier of electricity or an electric generation supplier will be dependent upon the payment of all prior years assessments.

The Applicant understands and agrees to this paragraph. As the applicant will not be taking title to electricity at any point in time, the applicant would not expect to have any assessment levied upon it as a result of Title 66, Chapter 5, Section 510.

23. **UNIFORM 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.

The Applicant understands and agrees to this paragraph.

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

- a. 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.
- b. 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.
- c. Applicant shall report to the Commission the following information on an annual basis:
 - the percentages of total electricity supplied by each fuel source

Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

The Applicant understands and agrees with this paragraph. The Applicant expects that all reports that will be filed will be filed with zero amounts on them due to the fact that the Applicant does not intend to take title to, generate, or resell electricity.

25. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.

The applicant understands and agrees with this paragraph. Additionally, the Applicant specifically agrees to notify the Commission 90 days prior to any change in its business model that would involve taking title to the electric commodity or undertaking any activity which would result in the applicant having a PA gross receipts tax liability.

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

The Applicant understands this paragraph.

27. **FEE:** The Applicant has enclosed the required initial licensing fee of \$350.00 payable to the Commonwealth of Pennsylvania.

Applicant: Premier Power Solutions, LLC
By: Lee M. M. Coach
Title: President

AFFIDAVIT

[Commonwealth/State] of Pennsylvania :

: ss.

County of Mercer :

Lee McCracken, Affiant, being duly [sworn/affirmed] according to law, deposes and says th

[He/she is the President (Office of Affiant) of Premier Power Solutions, LLC ;]

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

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

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

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

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

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

Lee M. McCracken

Signature of Affiant

Sworn and subscribed before me this 8th day of May, 192006

Karen M. Randolph

Signature of official administering oath

My commission expires 2/4/08

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN M. RANDOLPH, NOTARY PUBLIC
GROVE CITY BORO, MERCER COUNTY, PA
MY COMMISSION EXPIRES FEB. 04, 2008

AFFIDAVIT

[Commonwealth/State] of Pennsylvania :

ss.

County of Mercer:

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

[He is the President (Office of Affiant) of Premier Power Solutions, LLC ;

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

That Premier Power Solutions, LLC, the Applicant herein certifies that it has caused the notice of the filing of its electric generation license application to be published in the following newspapers on

(date)

A copy of the notice as it appeared in each of the above newspapers is attached. Noted on each copy is the newspaper section (name, number or letter), if applicable, and the page number on which the notice appeared.

That Premier Power Solutions, LLC, the Applicant will submit to the Commission the proof of publication from each newspaper in which notice of the application filing was published as soon as it is available.

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.

Lee McCracken

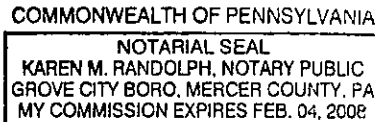
Signature of Affiant

Sworn and subscribed before me this 8th day of May, 2006

Karen M. Randolph

Signature of official administering oath

My commission expires 2/4/08



AFFIDAVIT

[Commonwealth/State] of PA :

ss.

County of Mercer :

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

[He/she is the President (Office of Affiant) of Premier Power Solutions, LLC ;]

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

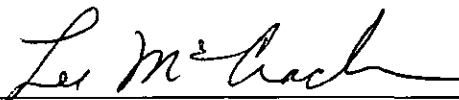
That the Applicant herein Premier Power Solutions, LLC has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as an electric generation supplier pursuant to 66 Pa. C.S. § 2809 (B).

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

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

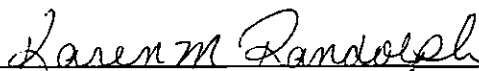
That the Applicant herein Premier Power Solutions, LLC acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

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



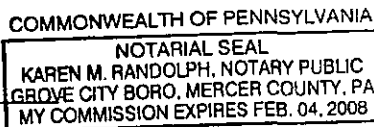
Signature of Affiant

Sworn and subscribed before me this 8th day of May, 192006



Signature of official administering oath

My commission expires 2/4/08



APPENDIX A

License Item Number 18, Page 7

Page 1 of 2

Electric Generation Supplier License Bonds

Bonds submitted in order to satisfy the licensing process must comply with the following:

The bond in the amount of \$250,000 should name the Pennsylvania Public Utility Commission as the obligee or beneficiary, and should contain the following language:

This bond is written in accordance with Section 2809(c)(1)(i) of the Public Utility Code, 66 Pa. C.S. § 2809(c)(1)(i), to assure compliance with applicable provisions of the Public Utility Code, 66 Pa. C.S. §§101, et seq., and the rules and regulations of the Pennsylvania Public Utility Commission by the Principle as a licensed electric generation supplier; to ensure the payment of Gross Receipts Tax as required by Section 2810 of the Public Utility Code, 66 Pa. C.S. § 2810; and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangements. Payment of claims shall have the following priority: (i) The Commonwealth; (ii) Electric Distribution Companies for the reimbursement of Gross Receipts Tax; and (iii) Private individuals. Proceeds of the bond may not be used to pay any penalties or fines levied against the Principal for violations of the law, or for payment of any other tax obligations owed to the Commonwealth.

The original and two copies of the bond must be submitted to the Office of the Secretary, Pa. Public Utility Commission, P.O. Box 3265, Harrisburg, PA 17105-3265. An approved copy of the bond will be returned with a letter acknowledging receipt of the bond. The entry date of the Commission's Order will be the effective date for the license.

COPY

April 25, 2006

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 1159

BENEFICIARY: Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

ACCOUNT PARTY: Premier Power Solutions, LLC
289 Nutt Road
Grove City, PA 16127

Gentlemen:

We hereby issue our Irrevocable Letter of Credit No. 1159 in your favor for the account of Premier Power Solutions, LLC., for an aggregate amount up to Ten Thousand Dollars and No Cents (\$10,000.00). This Letter of Credit will expire on May 1, 2007.

This Letter of Credit is written in accordance with Section 2809 (C) (1) (I) of the Public Utility Code, 66 PA. C.S. Section 2809 (C) (1) (I), and we are advised that it will assure compliance with the applicable provisions of the Public Utility Code, 66PA, C. S. Section 101, ET seq, and the rules and regulations of The Pennsylvania Public Utility Commission by Premier Power Solutions, LLC. As a licensed electric generation supplier; to ensure the payment of gross receipts tax as required by Section 2810 of the Public Utility Code, 66 PA. C. S. Section 2810 and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangements.

We are advised that: 1: Payments made pursuant to this Letter of Credit shall ensure first to the benefit of the Commonwealth and second, to any and all retail electric generation customers to whom Premier Power Solutions, LLC may be held legally liable for failure to supply electric generation pursuant to contract, agreements or arrangements. 2. Any claims made by the Commonwealth shall have priority over claims made by private individuals. 3. Proceeds of the Letter of Credit may not be used to pay penalties or fines levied against Premier Power Solutions, LLC for violation of the law, or for payment of any other tax obligations owed to the Commonwealth.

The said amount is available by drafts on us by the Pennsylvania Public Utility Commission ("PUC") at sight accompanied by the PUC's letter requesting payment under this credit and purportedly signed by an officer of the PUC. Such letter from the PUC shall include a statement of the amount owed the PUC and that "such amount is due to the PUC pursuant to the Public Utility Code, Gross Receipts Tax or Electricity Supply obligations of Premier Power Solutions, LLC license to offer, render, furnish or supply electricity or electric generation services to the public in the Commonwealth of Pennsylvania; and, that Premier Power Solutions, LLC failed to pay that amount."

Partial drawing are permitted under this credit.

This Letter of Credit expires at this office at our close of business on May 1, 2007.

Premier Power Solutions, LLC.
April 25, 2006
Page 2

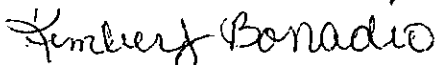
It is a condition of this Letter of Credit that it will be automatically extended for periods of one year each from the present or any future expire date, unless we notify you in writing at least 90 days prior to such expiry date that we elect not to further extend this Letter of Credit. Upon receipt of such notice, you may draw on the Letter of Credit, up to the unused balance, by presentation of your sight draft drawn on First National Bank of Pennsylvania, Hermitage, Pennsylvania , on or before the then relevant expiry date.

Each draft must be marked "Drawn under First National Bank of Pennsylvania, Hermitage, Pennsylvania, Letter of Credit Number 1159."

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500."

We hereby agree with you that your drafts drawn hereunder an in compliance with the terms of this Letter of Credit will be duly honored if presented to us at our address shown above before our close of business on the above mentioned expiration date.

Respectfully,
FIRST NATIONAL BANK OF PENNSYLVANIA



Kim Bonadio, Assistant Vice President

KB/ac

COPY

April 25, 2006

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 1159

BENEFICIARY: Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

ACCOUNT PARTY: Premier Power Solutions, LLC
289 Nutt Road
Grove City, PA 16127

Gentlemen:

We hereby issue our Irrevocable Letter of Credit No.1159 in your favor for the account of Premier Power Solutions, LLC., for an aggregate amount up to Ten Thousand Dollars and No Cents (\$10,000.00). This Letter of Credit will expire on May 1, 2007.

This Letter of Credit is written in accordance with Section 2809 (C) (1) (I) of the Public Utility Code, 66 PA. C.S. Section 2809 (C) (1) (I), and we are advised that it will assure compliance with the applicable provisions of the Public Utility Code, 66PA, C. S. Section 101, ET seq, and the rules and regulations of The Pennsylvania Public Utility Commission by Premier Power Solutions, LLC. As a licensed electric generation supplier; to ensure the payment of gross receipts tax as required by Section 2810 of the Public Utility Code, 66 PA. C. S. Section 2810 and to ensure the supply of electricity at retail in accordance with contracts, agreements or arrangements.

We are advised that: 1: Payments made pursuant to this Letter of Credit shall ensure first to the benefit of the Commonwealth and second, to any and all retail electric generation customers to whom Premier Power Solutions, LLC may be held legally liable for failure to supply electric generation pursuant to contract, agreements or arrangements. 2. Any claims made by the Commonwealth shall have priority over claims made by private individuals. 3. Proceeds of the Letter of Credit may not be used to pay penalties or fines levied against Premier Power Solutions, LLC for violation of the law, or for payment of any other tax obligations owed to the Commonwealth.

The said amount is available by drafts on us by the Pennsylvania Public Utility Commission ("PUC") at sight accompanied by the PUC's letter requesting payment under this credit and purportedly signed by an officer of the PUC. Such letter from the PUC shall include a statement of the amount owed the PUC and that "such amount is due to the PUC pursuant to the Public Utility Code, Gross Receipts Tax or Electricity Supply obligations of Premier Power Solutions, LLC license to offer, render, furnish or supply electricity or electric generation services to the public in the Commonwealth of Pennsylvania; and, that Premier Power Solutions, LLC failed to pay that amount."

Partial drawing are permitted under this credit.

This Letter of Credit expires at this office at our close of business on May 1, 2007.

Premier Power Solutions, LLC.
April 25, 2006
Page 2

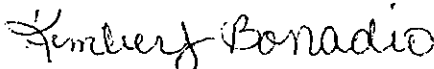
It is a condition of this Letter of Credit that it will be automatically extended for periods of one year each from the present or any future expiry date, unless we notify you in writing at least 90 days prior to such expiry date that we elect not to further extend this Letter of Credit. Upon receipt of such notice, you may draw on the Letter of Credit, up to the unused balance, by presentation of your sight draft drawn on First National Bank of Pennsylvania, Hermitage, Pennsylvania, on or before the then relevant expiry date.

Each draft must be marked "Drawn under First National Bank of Pennsylvania, Hermitage, Pennsylvania, Letter of Credit Number 1159."

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the "Uniform Customs and Practice for Documentary Credits (1993 revision), International Chamber of Commerce Publication No. 500."

We hereby agree with you that your drafts drawn hereunder are in compliance with the terms of this Letter of Credit will be duly honored if presented to us at our address shown above before our close of business on the above mentioned expiration date.

Respectfully,
FIRST NATIONAL BANK OF PENNSYLVANIA



Kim Bonadio, Assistant Vice President

KB/ac

PHONE

PHONE 724-615-9181

PHONE 724-615-9181

Telephone inquiries about this form may be directed to the Pennsylvania Department of Revenue at the following numbers: (717) 772-2673, TDD# (717) 772-2252 (Hearing Impaired Only)

APPENDIX D
EXAMPLE FORM OF NOTICE

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

*Application of **Premier Power Solutions, LLC** For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania, Docket No. **A-11XXXX**.*

On ~~March 31~~, 2006, **Premier Power Solutions, LLC** filed an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Premier Power Solutions, LLC** proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Premier Power Solutions, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to **Premier Power Solutions, LLC** attorney at the address listed below. Please include the PUC's "docket number" on any correspondence, which is

A-11XXXX.

By and through Counsel: Attorney's Name

Premier Power Solutions, LLC

289 Nutt Road

Grove City, PA 16127

Ph: 724-615-9181

FAX: 724-615-9183

APPENDIX E

Electronic Datga Interchange & Internet Requirements

Prior to doing business in an EDC service territory it is required that an EGS successfully test the appropriate EDI transactions. To initiate the testing process, an EGS must contact the PA EDC contact person designated on the EDI Testing Contacts zip file, which is located on the Pa. PUC website (http://puc.paonline.com/electric/EDI/edewg_download.asp.) Using the approved internet protocols, the EDI testing contacts list contact list is also provided for any EDC that may want to initiate contact with an EGS. To have your contact information added or updated, please send an email to kawall@greenmountain.com.

Electric Distribution Companies (EDC):

Company Name	Contact Name	Telephone	Email	Pref.
Allegheny Power	Jim Mazanek	(724) 838-6014	Jmazane@alleghenypower.com	Email
Duquesne Light Co.	Dervel Reed	(412) 393-6301	D. A. Reed@dlc.dqe.com	None
GPU Energy	Pete Byrne	(610) 375-5942	Pbyrne@gpu.com	None
PECO Energy	Hotline	(215) 841-5799	Choice.EDI@peco-energy.com	None
Penn Power Co.	Stephanie Gibson	(724) 656-4311	Gibsons@firstenergycorp.com	None
PP&L Inc.	Kim Wall	(610) 774-4850	Kawall@papl.com	Email
UGI Utilities Inc.	Eric Sorber	(570) 830-1286	Esorber@ugi.com	Email
All Pennsylvania Rural Electric Cooperatives	Bob Truetken	(314) 922-9158 x1543	Bobtr@cadp.org	Phone

Electric Generation Suppliers (EGS):

Company Name	Contact Name	Telephone	Email	Pref.
American Cooperative Services	Linda Johnson	(717) 901-4406	Linda_Johnson@prea.com	Phone
American Energy	David Butsack	(610) 372-8500	Dave.kel@cwix.com	Email
Bruin Energy d/b/a The Mack Services Group	David McCorry	(610) 644-0562	macksergrp@msn.com	None
Columbia Energy Services	Tracy Myer	(703) 561-6385	Tmyer@columbiaenergygroup.com	Email
CMS Marketing, Svcs & Trading	Aaron Martin	(517) 768-2063	Amartin@cmsenergy.com	None
Con Edison Solutions	Bill Hunsicker	(610) 926-7155	Bhunsick@sctcorp.com	Email
Conectiv	Russell Coultress	(800) 397-2001	Russell@accessedi.com	Email
Constellation Energy Source	Sam Schmidt	(410) 468-3528	EDI@cesource.com	Email
DTE-CoEnergy	David Tyl	(313) 235-9055	Tyld@dteenergy.com	Email
DTE Edison America	Merle Glasgow	(615) 371-5199	Merle_Glasgow@stercomm.com	None
Edison Source	Jon Silva	(562) 463-3000	Jsilva@edisonenterprises.com	None
Enron Energy Services	Allyson Hafner	(614) 761-7160	Ahafner@ees.enron.com	None
Exelon Energy	Joyce Walsh	(610) 645-1423	jwalsh@peco-energy.com	Email
First Energy Services	Winston Stein	(281) 342-2646	Bswa@attmail.com	Phone
GPU Advanced Resources	Gary Gokhman	(610) 856-5831	Ggokhman@gpu.com	Email
Green Mountain Energy	Jamie Barras	(802) 846-6120	Barras@greenmountain.com	Email
New Energy Ventures	Dan Griffiths	(215) 563-9290 x226	dgriffiths@newenergy.com	None
NorAm Energy Management	Nick Waters	(713) 207-1376	Nwaters@noram.com	Email
PacifiCorp Power Marketing	Jeff Ponsness	(503) 813-5143	Jeff.Ponsness@pacificorp.com	Email
Penn Power Energy	Winston Stein	(281) 342-2646	Bswa@attmail.com	Phone
PG Energy PowerPlus	Jeff Besecker	(570) 829-8698	Besecker@pg-energy.com	Email
PP&L EnergyPlus	Kim Wall	(610) 774-4850	Kawall@papl.com	Email
PSEG Energy Technologies	Douglas Nicholls	(732) 744-2155	Douglas.Nicholls@pseg.com	Phone
Statoil Energy Inc	Keith Mills	(703) 317-2643	Kmills@statoilenergy.com	Email
Strategic Energy Limited	Jim Thomas	(412) 394-5650	Jthomas@sel.com	Email
UGI Energy Services, Inc.	Sal Franco	(610) 373-7999 x118	Electricenrollment@gasmark.com	None

Pennsylvania's Electronic Data Exchange Working Group (EDEWG) EDI transactions and related business practices can be found on the Pa. PUC website (http://puc.paonline.com/electric/EDI/edewg_download.asp). In addition, in order

to keep up with changes in the standards, it is advised that each company have one representative on the edtwg email listserv. To subscribe to the edtwg listserv, send an email with your full name, company name, mailing address, telephone number, fax number and email address to subscribe-edtwg@ls.eei.org with a copy to Annunciata Marino (marino@puc.state.pa.us).

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "PREMIER POWER SOLUTIONS, LLC", FILED IN THIS OFFICE ON THE TWENTY-FOURTH DAY OF MARCH, A.D. 2005, AT 10:09 O'CLOCK A.M.



3944695 8100

050241521

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 3770582

DATE: 03-28-05

CERTIFICATE OF FORMATION

OF

PREMIER POWER SOLUTIONS, LLC
A LIMITED LIABILITY COMPANY

FIRST: The name of the limited liability company is:


PREMIER POWER SOLUTIONS, LLC

SECOND: Its registered office in the State of Delaware is to be located at 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, 19808, and its registered agent at such address is THE COMPANY CORPORATION.

THIRD: The company will be managed by members, the names and street addresses of those who are to serve until the first meeting of members or until their successors are elected are:

NAME	MAILING ADDRESS
Lee M McCracken	289 Nutt Road Grove City PA 16127 US

IN WITNESS WHEREOF, the undersigned, being the individual forming the Company, has executed, signed and acknowledged this Certificate of Formation this 24th day of March, A.D. 2005.


Authorized Person
Catherine C. Kelleher

**OPERATING AGREEMENT FOR MEMBER-
MANAGED LIMITED LIABILITY COMPANY**

I. Preliminary Provisions

(1) **Effective Date:** This operating agreement of Premier Power Solutions, LLC, effective March 24, 2005, is adopted by the members whose signatures appear at the end of this agreement.

(2) **Formation:** This limited liability company (LLC) was formed by filing Articles of Organization, a Certificate of Formation or a similar organizational document with the LLC filing office of the state of Delaware on March 24, 2005. A copy of this organizational document has been placed in the LLC's records book.

(3) **Name:** The formal name of this LLC is as stated above. However, this LLC may do business under a different name by complying with the state's fictitious or assumed business name statutes and procedures.

(4) **Registered Office and Agent:** The registered office of this LLC and the registered agent at this address are as follows: 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The registered office and agent may be changed from time to time as the members may see fit, by filing a change of registered agent or office form with the state LLC filing office. It will not be necessary to amend this provision of the operating agreement if and when such a change is made.

(5) **Business Purposes:** The specific business purposes and activities contemplated by the founders of this LLC at the time of initial signing of this agreement consist of the following: Offering of electricity consulting services and other services that are legal in the jurisdictions where the company has operations.

It is understood that the foregoing statement of purposes shall not serve as a limitation on the powers or abilities of this LLC, which shall be permitted to engage in any and all lawful business activities. If this LLC intends to engage in business activities outside the state of its formation that require the qualification of the LLC in other states, it shall obtain such qualification before engaging in such out-of-state activities.

(6) **Duration of LLC:** The duration of this LLC shall be perpetual.

Further, this LLC shall terminate when a proposal to dissolve the LLC is adopted by the membership of this LLC or when this LLC is otherwise terminated in accordance with law.

II. Membership Provisions

(1) **Nonliability of Members:** No member of this LLC shall be personally liable for the expenses, debts, obligations or liabilities of the LLC, or for claims made against it.

(2) **Reimbursement for Organizational Costs:** Members shall be reimbursed by the LLC for organizational

expenses paid by the members. The LLC shall be authorized to elect to deduct organizational expenses and start-up expenditures ratably over a period of time as permitted by the Internal Revenue Code and as may be advised by the LLC's tax advisor.

(3) Management: This LLC shall be managed exclusively by all of its members.

(4) Members' Percentage Interests: A member's percentage interest in this LLC shall be computed as a fraction, the numerator of which is the total of a member's capital account and the denominator of which is the total of all capital accounts of all members. This fraction shall be expressed in this agreement as a percentage, which shall be called each member's "percentage interest" in this LLC.

(5) Membership Voting: Except as otherwise may be required by the Articles of Organization, Certificate of Formation or a similar organizational document, other provisions of this operating agreement, or under the laws of this state, each member shall vote on any matter submitted to the membership for approval in proportion to the member's percentage interest in this LLC. Further, unless defined otherwise for a particular provision of this operating agreement, the phrase "majority of members" means the vote of members whose combined votes equal more than 50% of the votes of all members in this LLC.

(6) Compensation: Members shall not be paid as members of the LLC for performing any duties associated with such membership, including management of the LLC. Members may be paid, however, for any services rendered in any other capacity for the LLC, whether as officers, employees, independent contractors or otherwise.

(7) Members' Meetings: The LLC shall not provide for regular members' meetings. However, any member may call a meeting by communicating his or her wish to schedule a meeting to all other members. Such notification may be in person or in writing, or by telephone, facsimile machine, or other form of electronic communication reasonably expected to be received by a member, and the other members shall then agree, either personally, in writing, or by telephone, facsimile machine or other form of electronic communication to the member calling the meeting, to meet at a mutually acceptable time and place. Notice of the business to be transacted at the meeting need not be given to members by the member calling the meeting, and any business may be discussed and conducted at the meeting.

If all members cannot attend a meeting, it shall be postponed to a date and time when all members can attend, unless all members who do not attend have agreed in writing to the holding of the meeting without them. If a meeting is postponed, and the postponed meeting cannot be held either because all members do not attend the postponed meeting or the non-attending members have not signed a written consent to allow the postponed meeting to be held without them, a second postponed meeting may be held at a date and time announced at the first postponed meeting. The date and time of the second postponed meeting shall also be

communicated to any members not attending the first postponed meeting. The second postponed meeting may be held without the attendance of all members as long as a majority of the percentage interests of the membership of this LLC is in attendance at the second postponed meeting. Written notice of the decisions or approvals made at this second postponed meeting shall be mailed or delivered to each nonattending member promptly after the holding of the second postponed meeting.

Written minutes of the discussions and proposals presented at a members' meeting, and the votes taken and matters approved at such meeting, shall be taken by one of the members or a person designated at the meeting. A copy of the minutes of the meeting shall be placed in the LLC's records book after the meeting.

(8) Membership Certificates: This LLC shall be authorized to obtain and issue certificates representing or certifying membership interests in this LLC. Each certificate shall show the name of the LLC, the name of the member, and state that the person named is a member of the LLC and is entitled to all the rights granted members of the LLC under the Articles of Organization, Certificate of Formation or a similar organizational document, this operating agreement and provisions of law. Each membership certificate shall be consecutively numbered and signed by one or more officers of this LLC. The certificates shall include any additional information considered appropriate for inclusion by the members on membership certificates.

In addition to the above information, all membership certificates shall bear a prominent legend on their face or reverse side stating, summarizing or referring to any transfer restrictions that apply to memberships in this LLC under the Articles of Organization, Certificate of Formation or a similar organizational document and/or this operating agreement, and the address where a member may obtain a copy of these restrictions upon request from this LLC.

The records book of this LLC shall contain a list of the names and addresses of all persons to whom certificates have been issued, show the date of issuance of each certificate, and record the date of all cancellations or transfers of membership certificates.

(9) Other Business by Members: Each member shall agree not to own an interest in, manage or work for another business, enterprise or endeavor, if such ownership or activities would compete with this LLC's business goals, mission, profitability or productivity, or would diminish or impair the member's ability to provide maximum effort and performance in managing the business of this LLC.

III. Tax and Financial Provisions

(1) Tax Classification of LLC: The members of this LLC intend that this LLC be initially classified as a partnership for federal and, if applicable, state income tax purposes. It is understood that all members may agree to change the tax treatment of this LLC by signing, or authorizing the signature of, IRS Form 8832.

Entity Classification Election, and filing it with the IRS and, if applicable, the state tax department within the prescribed time limits.

(2) Tax Year and Accounting Method: The tax year of this LLC shall be December 31. The LLC shall use the cash method of accounting. Both the tax year and the accounting period of the LLC may be changed with the consent of all members if the LLC qualifies for such change, and may be effected by the filing of appropriate forms with the IRS and state tax authorities.

(3) Tax Matters Partner: If this LLC is required under Internal Revenue Code provisions or regulations, it shall designate from among its members a "tax matters partner" in accordance with Internal Revenue Code Section 6231(a)(7) and corresponding regulations, who will fulfill this role by being the spokesperson for the LLC in dealings with the IRS as required under the Internal Revenue Code and Regulations, and who will report to the members on the progress and outcome of these dealings.

(4) Annual Income Tax Returns and Reports: Within 60 days after the end of each tax year of the LLC, a copy of the LLC's state and federal income tax returns for the preceding tax year shall be mailed or otherwise provided to each member of the LLC, together with any additional information and forms necessary for each member to complete his or her individual state and federal income tax returns. If this LLC is classified as a partnership for income tax purposes, this additional information shall include a federal (and, if applicable, state) Form K-1 (Form 1065-Partner's Share of Income, Credits, Deductions) or equivalent income tax reporting form. This additional information shall also include a financial report, which shall include a balance sheet and profit and loss statement for the prior tax year of the LLC.

(5) Bank Accounts: The LLC shall designate one or more banks or other institutions for the deposit of the funds of the LLC, and shall establish savings, checking, investment and other such accounts as are reasonable and necessary for its business and investments. One or more members of the LLC shall be designated with the consent of all members to deposit and withdraw funds of the LLC, and to direct the investment of funds from, into and among such accounts. The funds of the LLC, however and wherever deposited or invested, shall not be commingled with the personal funds of any members of the LLC.

(6) Title to Assets: All personal and real property of this LLC shall be held in the name of the LLC, not in the names of individual members.

IV. Capital Provisions

(1) Capital Contributions by Members: Members shall make the following contributions of cash, property or services as shown next to each member's name below. Unless otherwise noted, cash and property described below shall be paid or delivered to the LLC on or by June 30, 2005. The fair market values of items of property or services as agreed between the LLC and the contributing member are also shown

below. The percentage interest in the LLC that each member shall receive in return for his or her capital contribution is also indicated for each member.

Name of LLC	Contribution	Fair Market Value	Percentage Interest in
Lee McCracken	\$ 490	\$ 490	49%
Michele McCracken	\$ 510	\$ 510	51%

(2) **Additional Contributions by Members:** The members may agree, from time to time by unanimous vote, to require the payment of additional capital contributions by the members, on or by a mutually agreeable date.

(3) **Failure to Make Contributions:** If a member fails to make a required capital contribution within the time agreed for a member's contribution, the remaining members may, by unanimous vote, agree to reschedule the time for payment of the capital contribution by the late-paying member, setting any additional repayment terms, such as a late payment penalty, rate of interest to be applied to the unpaid balance, or other monetary amount to be paid by the delinquent member, as the remaining members decide. Alternatively, the remaining members may, by unanimous vote, agree to cancel the membership of the delinquent member, provided any prior partial payments of capital made by the delinquent member are refunded promptly by the LLC to the member after the decision is made to terminate the membership of the delinquent member.

(4) **No Interest on Capital Contributions:** No interest shall be paid on funds or property contributed as capital to this LLC, or on funds reflected in the capital accounts of the members.

(5) **Capital Account Bookkeeping:** A capital account shall be set up and maintained on the books of the LLC for each member. It shall reflect each member's capital contribution to the LLC, increased by each member's share of profits in the LLC, decreased by each member's share of losses and expenses of the LLC, and adjusted as required in accordance with applicable provisions of the Internal Revenue Code and corresponding income tax regulations.

(6) Consent to Capital Contribution Withdrawals and Distributions: Members shall not be allowed to withdraw any part of their capital contributions or to receive distributions, whether in property or cash, except as otherwise allowed by this agreement and, in any case, only if such withdrawal is made with the written consent of all members.

(7) Allocations of Profits and Losses: No member shall be given priority or preference with respect to other members in obtaining a return of capital contributions, distributions or allocations of the income, gains, losses, deductions, credits or other items of the LLC. The profits and losses of the LLC, and all items of its income, gain, loss, deduction and credit shall be allocated to members according to each member's percentage interest in this LLC.

(8) Allocation and Distribution of Cash to Members: Cash from LLC business operations, as well as cash from a sale or other disposition of LLC capital assets, may be distributed from time to time to members in accordance with each member's percentage interest in the LLC, as may be decided by a unanimous vote of the members.

(9) Allocation of Noncash Distributions: If proceeds consist of property other than cash, the members shall decide the value of the property and allocate such value among the members in accordance with each member's percentage interest in the LLC. If such noncash proceeds are later reduced to cash, such cash may be distributed among the members as otherwise provided in this agreement.

(10) Allocation and Distribution of Liquidation Proceeds: Regardless of any other provision in this agreement, if there is a distribution in liquidation of this LLC, or when any member's interest is liquidated, all items of income and loss shall be allocated to the members' capital accounts, and all appropriate credits and deductions shall then be made to these capital accounts before any final distribution is made. A final distribution shall be made to members only to the extent of, and in proportion to, any positive balance in each member's capital account.

V. Membership Withdrawal and Transfer Provisions

(1) Withdrawal of Members: A member may withdraw from this LLC by giving written notice to all other members at least 30 days before the date the withdrawal is to be effective.

(2) Restrictions on the Transfer of Membership: A member shall not transfer his or her membership in the LLC unless all non-transferring members in the LLC first agree to approve the admission of the transferee into this LLC. Further, no member may encumber a part or all of his or her membership in the LLC by mortgage, pledge, granting of a security interest, lien or otherwise, unless the encumbrance has first been approved in writing by all other members of the LLC.

Notwithstanding the above provision, any member shall be allowed to assign an economic interest in his or her membership to another person without the approval of the other members. Such an assignment shall not include a transfer of the member's voting or management rights in this LLC, and the assignee shall not become a member of the LLC.

VI. Dissolution Provisions

(1) Events That Trigger Dissolution of the LLC: The following events shall trigger a dissolution of the LLC, except as provided:

- (a) the death, permanent incapacity, bankruptcy, retirement, resignation or expulsion of a member, except that within 90 days of the happening of any of these events, all remaining members of the LLC may vote to continue the legal existence of the LLC, in which case the LLC shall not dissolve;
- (b) the expiration of the term of existence of the LLC if such term is specified in the Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement;
- (c) the written agreement of all members to dissolve the LLC;
- (d) entry of a decree of dissolution of the LLC under state law.

VII. General Provisions

(1) Officers: The LLC may designate one or more officers, such as a President, Vice President, Secretary and Treasurer. Persons who fill these positions need not be members of the LLC. Such positions may be compensated or non-compensated according to the nature and extent of the services rendered for the LLC as a part of the duties of each office. Ministerial services only as a part of any officer position will normally not be compensated, such as the performance of officer duties specified in this agreement, but any officer may be reimbursed by the LLC for out-of-pocket expenses paid by the officer in carrying out the duties of his or her office.

(2) Records: The LLC shall keep at its principal business address a copy of all proceedings of membership meetings, as well as books of account of the LLC's financial transactions. A list of the names and addresses of the current membership of the LLC also shall be maintained at this address, with notations on any transfers of members' interests to nonmembers or persons being admitted into membership in the LLC.

Copies of the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, a signed copy of this operating agreement, and the LLC's tax returns for the preceding three tax years shall be kept at the principal business address of the LLC. A statement also shall be kept at this address containing any of the following information that is applicable to this LLC:

- the amount of cash or a description and value of property contributed or agreed to be contributed as capital to the LLC by each member;
- a schedule showing when any additional capital contributions are to be made by members to this LLC;
- a statement or schedule, if appropriate, showing the rights of members to receive distributions representing a return of part or all of members' capital contributions; and
- a description of, or date when, the legal existence of the LLC will terminate under provisions in the LLC's Articles of Organization, Certificate of Formation or a similar organizational document, or this operating agreement.

If one or more of the above items is included or listed in this operating agreement, it will be sufficient to keep a copy of this agreement at the principal business address of the LLC without having to prepare and keep a separate record of such item or items at this address.

Any member may inspect any and all records maintained by the LLC upon reasonable notice to the LLC. Copying of the LLC's records by members is allowed, but copying costs shall be paid for by the requesting member.

(3) All Necessary Acts: The members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all members of the LLC, may certify to other businesses, financial institutions and individuals as to the authority of one or more members or officers of this LLC to transact specific items of business on behalf of the LLC.

(4) Mediation and Arbitration of Disputes Among Members: In any dispute over the provisions of this operating agreement and in other disputes among the members, if the members cannot resolve the dispute to their mutual satisfaction, the matter shall be submitted to mediation. The terms and procedure for mediation shall be arranged by the parties to the dispute.

If good-faith mediation of a dispute proves impossible or if an agreed-upon mediation outcome cannot be obtained by the members who are parties to the dispute, the dispute may be submitted to arbitration in accordance with the rules of the American Arbitration Association. Any party may commence arbitration of the dispute by sending a written request for arbitration to all other parties to the dispute. The request shall state the nature of the dispute to be resolved by arbitration, and, if all parties to the dispute agree to arbitration, arbitration shall be commenced as soon as practical after such parties receive a copy of the written request.

All parties shall initially share the cost of arbitration, but the prevailing party or parties may be awarded attorney fees, costs and other expenses of arbitration. All arbitration decisions shall be final, binding and conclusive on all the parties to arbitration, and legal judgment may be entered based upon such decision in accordance with applicable law in any court having jurisdiction to do so.

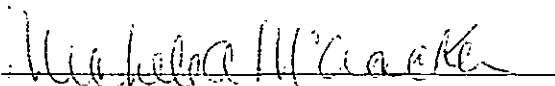
(5) Entire Agreement: This operating agreement represents the entire agreement among the members of this LLC, and it shall not be amended, modified or replaced except by a written instrument executed by all the parties to this agreement who are current members of this LLC as well as any and all additional parties who became members of this LLC after the adoption of this agreement. This agreement replaces and supersedes all prior written and oral agreements among any and all members of this LLC.

(6) Severability: If any provision of this agreement is determined by a court or arbitrator to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this agreement, and the remaining provisions shall remain in effect and enforceable.

VIII. Signatures of Members

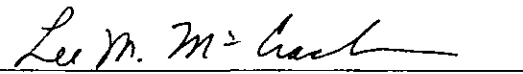
(1) Execution of Agreement: In witness whereof, the members of this LLC sign and adopt this agreement as the operating agreement of this LLC.

Date: 4/15/05

Signature: 

Printed Name: Michele A. McCracken Member

Date: 4/15/05

Signature: 

Printed Name: LEE M. McCracken Member

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
CORPORATION BUREAU
206 NORTH OFFICE BUILDING
P. O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.DOS.STATE.PA.US/CORPS

PREMIER POWER SOLUTIONS, LLC

THE CORPORATION BUREAU IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. PLEASE NOTE THE FILE DATE AND THE SIGNATURE OF THE SECRETARY OF THE COMMONWEALTH. THE CORPORATION BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE CORPORATION BUREAU , PLEASE VISIT OUR WEB SITE LOCATED AT WWW.DOS.STATE.PA.US/CORPS OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS , PLEASE VISIT OUR ONLINE " SEARCHABLE DATABASE " LOCATED ON OUR WEB SITE.

ENTITY NUMBER : **3306915**

MICROFILM NUMBER : **2005068**

MICROFILM START - END : **757 - 758**

PREMIER POWER SOLUTIONS LLC
289 NUTT RD
GROVE CITY PA 16127

2005068 757
PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Application for Registration - Foreign
(15 Pa.C.S.)

Entity Number

3306915

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

Name

PREMIER POWER SOLUTIONS, LLC

Address

289 NUTT ROAD

City

GROVE CITY

State

PA

Zip Code

16127

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

←

Fee: \$250

Filed in the Department of State on

MAY 16 2005

Pedro C. Cortes

Secretary of the Commonwealth

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

1. The name to be registered is:

PREMIER POWER SOLUTIONS, LLC

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following):

The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:

N/A

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:

Jurisdiction: DE Date of Formation: 3/24/05

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

(a) Number and street

289 NUTT ROAD

City

GROVE CITY

State

PA

Zip

16127

County

MERCER

(b) Name of Commercial Registered Office Provider

County

PA DEPT. OF STATE

PA DEPT. OF STATE

MAY 16 2005

JUN 29 2005

5
KC7

5. Check and complete one of the following:

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

2711 Centerville Rd, Suite 400 Wilmington DE 19808
Number and street City State Zip

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

Number and street City State Zip

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

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

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

Name Business Address

N/A

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

N/A
Number and street City State Zip County

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

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

11th day of MAY, 2005.

Premier Power Solutions, LLC

Name of Partnership/Company


Lee M. McClacher

Signature

President

Title

COMMONWEALTH OF PENNSYLVANIA

DATE: May 24, 2006
SUBJECT: A-110170
TO: Bureau of Fixed Utility Services
FROM:  James J. McNulty, Secretary

DOCKETED
MAY 24 2006

**DOCUMENT
FOLDER**

Application of Premier Power Solutions, LLC

Attached is a copy of the Application of Premier Power Solutions, LLC, for approval to offer, render, furnish or supply electricity or electric generation services to the public in the Commonwealth of Pa.

This matter is assigned to your Bureau for appropriate action.

Attachment

cc: Law Bureau

jih

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA PUBLIC UTILITY COMMISSION
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE
REFER TO OUR FILE
717-772-7777
A-110170

May 24, 2006

LEE MCCRACKEN, PRESIDENT
PREMIER POWER SOLUTIONS, LLC
289 NUTT ROAD
GROVE CITY PA 16127

DOCKETED
MAY 24 2006

Dear Mr. McCracken:

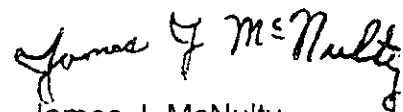
The Application and \$350.00 filing fee of Premier Power Solutions, LLC, received in this Office on May 8, 2006, for approval to supply electric generation services as a Consultant, is hereby acknowledged.

Pursuant to the Commission's Final Order, entered February 13, 1997, at M-00960890F0004, Notice of filing of this Application must be published in newspapers of general circulation covering each county in which you intend to provide service.

You have requested to do business in the service territory of Duquesne Light Company. The newspaper you need to publish is the Pittsburgh Post Gazette. Should you decide to do business in other service territories, you must first notify the Commission, publish in local newspapers of general circulation, and then file proof of publication with this Commission.

This Application will not be considered complete until a notarized Certification of Publication, along with a photostatic copy of the notice, is filed with this Office.

Sincerely,



James J. McNulty
Secretary

JJM:jih

**DOCUMENT
FOLDER**

**ELECTRIC GENERATION SUPPLIER APPLICATIONS
LIST OF NEWSPAPERS FOR PUBLICATION**

Philadelphia Inquirer
400 North Broad Street
Philadelphia, PA 19130-4014
Telephone (215) 854-2000
Fax: (215) 854-5118
Advertising Vice President: Todd Brownout (215) 854-5441

Pittsburgh Post-Gazette
34 Boulevard of the Allies
Pittsburgh, PA 15222-1204
Telephone: (412) 263-1100
Fax: (412) 391-8452
Advertising Manager: Robert McCray - (412) 263-1252

The Patriot News
812 Market Street
Harrisburg, PA 17101-2808
Telephone: (717) 255-8100
Fax: (717) 255-8450
Advertising Director: James J. Stephanak

Morning News
205 West 12th
Erie, PA 16534-0001
Telephone: (814) 870-1600
Fax: (814) 870-1808
Advertising Manager: John Anderson

Scranton Times
149 Penn Avenue
Scranton, PA 18503-2022
Telephone: (717) 348-9100
Fax: (717) 348-9135
Advertising Manager: Steve Sauder (717) 348-9150

Williamsport Sun Gazette
252 West 4th Street
Williamsport, PA 17701-6102
Telephone: (717) 326-1551
Fax: (717) 323-0948
Advertising Manager: John Yahner

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

DATE: 5/24/2006
RECEIPT NO: 250223

PREMIER POWER SOLUTIONS, LLC
289 NUTT ROAD
GROVE CITY PA 16127-6041

**DOCUMENT
FOLDER**

IN RE: Electrical Generation fees for PREMIER POWER SOLUTIONS, LLC

Docket Number A-110170..... \$350.00

REVENUE ACCOUNT: 001780-017601-107

CHECK NUMBER: 1588
CHECK AMOUNT: \$350.00

Michael Sobolesky
(for Department of Revenue)

DOCKETED
JUN 26 2006