



RECEIVED

JUL 18 2014

Ryan Harwell
Compliance Operations
Direct Energy
713.877.5701

ryan.harwell@directenergy.com

July 18, 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Pennsylvania Public Utility Commission
Attn: Secretary of the Commission
Commonwealth Keystone Building
400 North Street 2nd Floor
Harrisburg, PA 17120

RE: Direct Energy Services, LLC, Natural Gas Supplier License Expansion – Docket No. A-125135

Dear Commission Secretary,

Enclosed please find the necessary requirements for the requested approval of expansion in new service territories for PECO gas and UGI Utilities and UGI Penn Natural gas.

- On 7/10, PECO gas submitted acceptance letter for Direct Energy Services, LLC and a copy is included.
- On 7/14, a copy of Direct Energy Services, LLC original application was submitted to PECO and UGI utilities.
- On 7/18, a copy of Direct Energy Services, LLC updated application (page 9) will be submitted to PECO and UGI utilities via FedEx overnight. Additionally, this will also be submitted to Columbia Gas of Pennsylvania, Inc.
- On 7/18, a copy of Direct Energy Services, LLC updated application (page 9) will be submitted to Department of Revenue, Office of Consumer Advocate, Office of Attorney General, and Small Business Advocate offices.
- UGI (UGI and Central Penn) utilities is in the process of drafting the acceptance letter for approval and is expected to be submitted by 7/21.
- Please see updated application (page 9) of expanded new service territories.
- Please see two signed Certificate of Services forms covering UGI and PECO gas utilities.
- Also enclosed are samples of customer disclosure statements for new enrollments and renewals in PECO gas service territory.

Should you have any questions regarding this submission, or require additional information, please contact me at 713-877-5701.

Respectfully,

Ryan Harwell
Compliance Operations

Enclosures



An Exelon Company

July 10, 2014
PECO - Exelon Corporation
Energy Acquisition
2301 Market Street
Philadelphia, PA. 19101

Direct Energy Services, LLC
Mark Boyd
Senior Director, Operations, Direct Energy
Attn: USN Operations
6502 South Yale Ave
Tulsa, OK 74136
Mark.Boyd@directenergy.com

RECEIVED

JUL 18 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Energy Acquisition is providing this notification letter that Direct Energy Services, LLC has met the creditworthiness business requirement involved with the Pennsylvania Gas Choice - Low Volume Transportation program, pursuant to the receipt of an initial Surety of \$35,000.00 Guaranty. The Surety may be submitted to PECO via three acceptable forms; a Cash Deposit, a Letter of Credit, or a Surety bond. PECO will hold any surety to cover potential obligations to PECO and other system costs that could result from failure of a Supplier to meet its competitive Natural Gas Supply service delivery obligations.

Please note, although the creditworthiness requirements were met, as referenced within Section 7.13 (Creditworthiness of a Natural Gas Supplier (NGS) Serving Low Volume Transportation Customers) of the Gas Service Tariff, PECO has the right to re-assess the creditworthiness of the company if PECO has any reason to suspect a change in the marketer's financial condition.

If you should have any questions regarding this matter, please contact the Electric & Gas Choice Hotline at 215-841-3700.

Sincerely,

A handwritten signature in cursive script that reads "Carol Reilly".

Carol Reilly
Manager

Energy Acquisition



UGI Utilities, Inc.
2525 North 12th Street
Suite 360
Post Office Box 12677
Reading, PA 19512-2677

(610) 796-3490 Telephone

July 18, 2014

Mark Boyd
Senior Director, Operations
Direct Energy Services, LLC
6502 South Yale Ave. # 300
Tulsa, OK 74136

RE: Financial Security Requirements

Dear Mr. Boyd,

UGI Utilities, Inc. ("UGIU") has received the initial amount of security as specified in the UGI Utilities, Inc - Gas Division ("UGI") and UGI Penn Natural Gas, Inc. ("PNG") Supplier Coordination Tariffs from Direct Energy Services, LLC ("DIRECT ENERGY"). As a result, UGIU has determined that DIRECT ENERGY has initially demonstrated adequate creditworthiness to satisfy any costs UGI and/or PNG may incur in the event they operate as suppliers of last resort due to a default on the part of DIRECT ENERGY.

This determination may change in the event there is a material deterioration in DIRECT ENERGY's financial condition, if DIRECT ENERGY's obligations to UGI and/or PNG exceed the amount of the financial security provided, if the financial security is withdrawn or is deemed to be null and void or inadequate due to the material financial deterioration of any guarantor, or if DIRECT ENERGY fails to abide by the terms and conditions of the UGI and PNG Gas Tariffs and Natural Gas Supplier Coordination Tariffs.

Please feel free to contact me with any additional questions that you may have. I can be reached at (610) 796-3520

Sincerely,

David E. Lahoff
Manager, Tariff & Supplier Administration
UGI Utilities, Inc.

RECEIVED

JUL 18 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

9. **PROPOSED SERVICES:** Generally describe the natural gas services which the Applicant proposes to offer.

No changes from the original application filed with the Pennsylvania PUC on or about October 13, 2004.

10. **SERVICE AREA:** Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services.

Direct Energy Services, LLC proposes to offer services in the territories served by Columbia Gas of Pennsylvania, UGI, UGI Penn Natural and PECO.

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

- Residential Customers
- Commercial Customers - (Less than 6,000 Mcf annually)
- Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):

12. **START DATE:** The Applicant proposes to begin delivering services on _____
(approximate date).

Columbia Gas of Pennsylvania:	January 1, 2005
UGI:	December 1, 2014
UGI Penn Natural:	December 1, 2014
PECO:	December 1, 2014

CERTIFICATE OF SERVICE

On this the 17TH day of July 2014, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Natural Gas Supplier and all attachments have been served upon the following:

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

Office of the Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>	
--	--



Bray Dohrwardt, Co-Secretary
Direct Energy Services, LLC

RECEIVED

JUL 18 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CERTIFICATE OF SERVICE

On this the 17th day of July 2014, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as an Natural Gas Supplier and all attachments have been served upon the following:

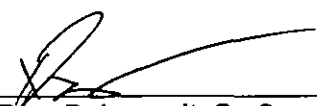
Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

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

Office of the Small Business Advocate
Commerce Building, Suite 1102
300 North Second Street
Harrisburg, PA 17101

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

UGI Utilities David Lahoff 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com	UGI Penn Natural David Lahoff 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3520 Email: dlahoff@ugi.com
---	--



Bray Dohrwardt, Co-Secretary
Direct Energy Services, LLC

RECEIVED

JUL 18 2014

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SCHEDULE A TO TERMS AND CONDITIONS

CONTRACT SUMMARY FOR INITIAL TERM

Electricity supply service in

PECO

ELECTRIC GENERATION SUPPLIER INFORMATION	Direct Energy Services, LLC PO BOX 180, Tulsa, OK 74101-0180 Telephone No.: 1-888-734-0741 (M-F 8am-8pm ET; Sat. 8am-5pm ET) www.directenergy.com Direct Energy is responsible for the electric generation service charges.
PRICE STRUCTURE	During the Initial Term, the rate for electric generation service per KWH is fixed.
GENERATION RATE	\$<rate> per KWH
RENEWABLE ENERGY PLAN	If this box <input type="checkbox"/> is checked, you chose the Renewable Energy Plan! [See Section 6 of the Terms & Conditions for additional details.]
COMFORT & CONTROL PLAN	If this box <input type="checkbox"/> is checked, you chose the Comfort & Control Plan! > Device Cost Recovery Fee of \$<amount> per NEST Learning Thermostat if you cancel your Agreement during the Initial Term. [See Section 5 of the Terms & Conditions for additional details.]
STATEMENT REGARDING SAVINGS	Direct Energy does not guarantee any savings during the Initial Term.
INCENTIVES	N/A
START DATE	The Initial Term of this Agreement will start on the next available meter read date after your electric generation supplier is changed to Direct Energy by your EDC.
INITIAL TERM	<number of> monthly billing cycles
EARLY CANCELLATION FEE DURING INITIAL TERM	Yes, \$149 [or No, \$0 for Comfort & Control Plan].
RENEWAL PERIOD	Prior to the expiration date of the Initial Term, you will receive two separate written notifications explaining the proposed changes to the terms of service and your options going forward. The first notification will be provided no more 60 days and no less than 45 days in advance of the expiration of the Initial Term. The second notification will be provided at least 30 days in advance. If you find the change(s) unacceptable, you may choose another supplier or return to EDC service without any penalty to you. If you do not respond to the notifications, your service with Direct Energy will continue under the new terms and the Agreement, as amended, will automatically renew on a month-to-month basis or to another fixed term contract as set forth in the notifications ("Renewal Period") with no early cancellation fee or device cost recovery fee. During the Renewal Period, if you receive service from Direct Energy on a month-to-month basis, then Direct Energy will charge you for supply at a variable rate per kWh which may change month-to-month and there is no limit as to how much your variable rate may increase or decrease from one month to the next month.
ELECTRIC DISTRIBUTION COMPANY CONTACT INFORMATION	

SCHEDULE A TO TERMS AND CONDITIONS

CONTRACT SUMMARY FOR RENEWAL PERIOD [FIXED TERM]

Electricity supply service in

PECO

ELECTRIC GENERATION SUPPLIER INFORMATION	<p>Direct Energy Services, LLC PO BOX 180, Tulsa, OK 74101-0180 Telephone No.: 1-888-734-0741 (M-F 8am-8pm ET; Sat. 8am-5pm ET) www.directenergy.com</p> <p>Direct Energy is responsible for the electric generation service charges.</p>
PRICE STRUCTURE	<p>During this Renewal Period, the rate for electric generation service per KWH is fixed.</p>
GENERATION RATE	<p>\$<rate> per KWH</p>
STATEMENT REGARDING SAVINGS	<p>Direct Energy does not guarantee any savings during this Renewal Period.</p>
INCENTIVES	<p>N/A</p>
START DATE	<p>This Renewal Period of the Agreement will start at the expiration of the Initial Term or, if applicable, your current Renewal Period.</p>
INITIAL TERM	<p><number of> monthly billing cycles</p>
EARLY CANCELLATION FEE DURING RENEWAL PERIOD	<p>No, \$0.</p>
SUBSEQUENT RENEWAL PERIOD	<p>Prior to the expiration date of this Renewal Period you will receive two separate written notifications explaining the proposed changes to the terms of service and your options going forward. The first notification will be provided no more 60 days and no less than 45 days in advance of the expiration of this Renewal Period. The second notification will be provided at least 30 days in advance. If you find the change(s) unacceptable, you may choose another supplier or return to EDC service without any penalty to you. If you do not respond to the notifications, your service with Direct Energy will continue under the new terms and the Agreement, as amended, will automatically renew on a month-to-month basis or to another fixed term contract as set forth in the notifications (a "Subsequent Renewal Period") with no early cancellation fee or device cost recovery fee. During a Subsequent Renewal Period if you receive service from Direct Energy on a month-to-month basis, then Direct Energy will charge you for supply at a variable rate per kWh which may change month-to-month and there is no limit as to how much your variable rate may increase or decrease from one month to the next month.</p>
ELECTRIC DISTRIBUTION COMPANY CONTACT INFORMATION	<p>PECO Electric 2301 Market Street, PO BOX 8699, Philadelphia, PA 19011 Telephone No.: 1-800-494-4000 (General Inquiries); 1-800-841-4141 (Emergencies) www.peco.com</p> <p>PECO is responsible for the distribution charges and for outages and emergencies.</p>

SCHEDULE A TO TERMS AND CONDITIONS

CONTRACT SUMMARY FOR RENEWAL PERIOD [MONTH-TO-MONTH]

Electricity supply service in

PECO

ELECTRIC GENERATION SUPPLIER INFORMATION	<p>Direct Energy Services, LLC PO BOX 180, Tulsa, OK 74101-0180 Telephone No.: 1-888-734-0741 (M-F 8am-8pm ET; Sat. 8am-5pm ET) www.directenergy.com</p> <p>Direct Energy is responsible for the electric generation service charges.</p>
PRICE STRUCTURE	<p>During this Renewal Period, the rate for electric generation service per KWH is a variable rate, which may change month-to-month.</p> <p>You will receive a notice 30 days in advance before any rate change goes into effect.</p> <p>There is no limit as to how much your rate may increase or decrease from one month to the next month.</p>
GENERATION RATE FOR FIRST MONTHLY BILLING CYCLE	<p>\$<rate> per KWH for the first monthly billing cycle.</p>
STATEMENT REGARDING SAVINGS	<p>Direct Energy does not guarantee any savings during this Renewal Period.</p>
INCENTIVES	<p>N/A</p>
START DATE	<p>This Renewal Period of this Agreement will start at the expiration of the Initial Term or, if applicable, a current Renewal Period.</p>
RENEWAL PERIOD LENGTH	<p>During this Renewal Period, your electric generation service with Direct Energy will automatically renew on a month-to-month basis. You may cancel your service with Direct Energy at any time during this Renewal Period with no early cancellation fee or penalty.</p> <p>Furthermore, to the extent that you purchased our Renewable Energy Plan at the time of enrollment, during this Renewal Period, the product you purchase from Direct Energy will not be a Renewable Energy product.</p>
EARLY CANCELLATION FEE DURING RENEWAL PERIOD	<p>No, \$0.</p>
ELECTRIC DISTRIBUTION COMPANY CONTACT INFORMATION	<p>PECO Electric 2301 Market Street, PO BOX 8699, Philadelphia, PA 19011 Telephone No.: 1-800-494-4000 (General Inquiries); 1-800-841-4141 (Emergencies) www.peco.com</p> <p>PECO is responsible for the distribution charges and for outages and emergencies.</p>

From: (713) 877-5701
Ryan Harwell
Direct
12 Greenway Plaza
Suite 250
Houston, TX 77046

Origin ID: HOUA



Ship Date: 18JUL14
ActWgt: 0.5 LB
CAD: 8899466/NET3550

Delivery Address Bar Code



SHIP TO: (717) 772-7777

BILL SENDER

Exec. Secretary
Pennsylvania Pub. Utility Commissio
Commonwealth Keystone Building
400 North Street 2nd Floor
HARRISBURG, PA 17120

Ref #
Invoice #
PO #
Dept #

CC-4837

RECEIVED

JUL 18 2014

PA PUBLIC UTILITY COMMISSION

SECRETARY'S BUREAU MON - 21 JUL AA

STANDARD OVERNIGHT

TRK# 7706 3722 3304

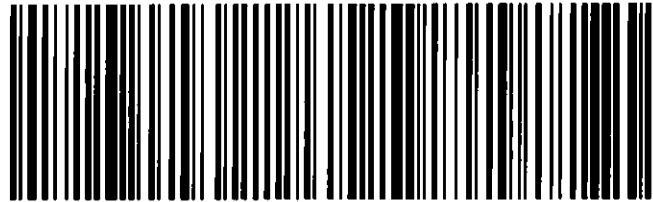
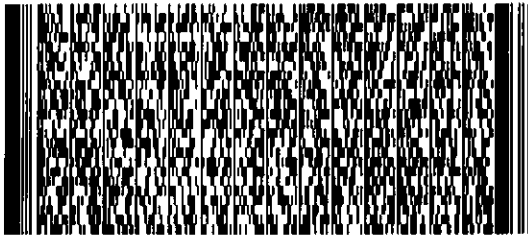
0201

17120

PA-US

MDT

XH MDTA



522G2/ED4F8AC9

After printing this label:

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

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

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