09-743-GA-AGG

The Public Utilities Commission of Ohio

CERTIFICATION FILING INSTRUCTIONS COMPETITIVE RETAIL NATURAL GAS BROKERS / AGGREGAT

- Where to File: Applications should be sent to: Public Utilities Commission of Ohio I. (PUCO or Commission), Docketing Division, 13th Floor, 180 East Broad Street, Columbus Ohio 43215-3793.
- What to File: Applicant must submit one original notarized application signed by a Π. principal officer and ten copies, including all exhibits, affidavits, and other attachments. All attachments, affidavits, and exhibits should be clearly identified. For example, Exhibit A-15 should be marked "Exhibit A-15 - Corporate Structure." All pages should be numbered and attached in a sequential order.
- III. Which Forms to File: Entities, other than governmental aggregators, that will aggregate customers or suppliers to provide competitive retail natural gas services must file a "Certification Application for Retail Natural Gas Brokers/Aggregators" form. Governmental aggregators must file a "Certification Application for Governmental Aggregators" form and retail natural gas suppliers must file a "Certification Application for Retail Natural Gas Suppliers" form. If a broker/aggregator will provide competitive retail natural gas marketer services, in addition to broker and aggregator services, it must file a "Certification Application for Retail Natural Gas <u>Suppliers</u>" form. Checkboxes are provided on the form to indicate desired status.

A summary of Competitive Retail Natural Gas Service (CRNGS) definitions (from the Commission's certification rules) is provided below to help applicants determine which application form to use. Three separate application forms are provided, one each for the following services.

- Competitive Retail Natural Gas Supplier (Marketer, Broker, Aggregator)
- Competitive Retail Natural Gas Broker/Aggregator
- Ohio Natural Gas Governmental Aggregator

IV. Certified Entity Service Definitions:

Competitive Retail Natural Gas Service - any retail natural gas service that may be competitively offered to consumers in this state.

Competitive Retail Natural Gas Supplier - a person that is engaged in a for-profit or notfor-profit basis in the business of supplying or arranging for the supply of a CRNGS to consumers in this state that are not mercantile customers. "Retail natural gas supplier" includes a marketer, broker, or aggregator, but excludes a natural gas company, a governmental aggregator, a billing or collection agent, and a producer or gatherer of gas that is not a natural gas company.

certify that accurate

<u>Competitive Retail Natural Gas Marketing Service</u> – assuming the contractual and legal responsibility for the sale and provision of CRNGS to a retail natural gas customer in this state and having title to natural gas at some point during the transaction.

<u>Competitive Retail Natural Gas Brokerage Service</u> – assuming the contractual and legal responsibility for the sale and/or arrangement for the supply of CRNGS to a retail customer in this state without taking title to the natural gas.

<u>Competitive Retail Natural Gas Broker</u> - a person who provides retail natural gas brokerage service.

<u>Competitive Retail Natural Gas Aggregation Service</u> - combining the natural gas load of multiple retail residential customers or small commercial customers via an agreement with the customers for the purpose of purchasing retail natural gas service on an aggregated basis.

<u>Competitive Retail Natural Gas Aggregator</u> - a person who contracts with customers to combine the customers' natural gas load for the purposes of purchasing CRNGS on an aggregated basis.

Natural Gas Governmental Aggregator - The legislative authority of a municipal corporation, the board of township trustees, or a board of county commissioners acting exclusively under Section 4929.26 or 4929.27 of the Revised Code as an aggregator for the provision of CRNGS. For the purposes of this definition, "governmental aggregator" specifically excludes a municipal corporation acting exclusively under Section 4 of Article XVIII, Ohio Constitution, as an aggregator for the provision of CRNGS.

- V. Application Form: The application form is available on the PUCO Web site, www.puco.Ohio.gov or directly from the Commission located at: Public Utilities Commission of Ohio, Docketing Division, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.
- VI. Confidentiality: If any of an applicant's answers require the applicant to disclose what the applicant believes to be privileged or confidential information not otherwise available to the public, the applicant should designate at each point in the application that the answer requires the applicant to disclose privileged and confidential information. Applicant must still provide that privileged and confidential information (separately filed and appropriately marked). Applicant must fully support any request to maintain the confidentiality of the information it believes to be confidential or proprietary in a motion for protective order, filed pursuant to Rule 4901:1-1-24 of the Ohio Administrative Code.
- VII. Commission Process for Certification Approval: An application for certification shall be made on forms approved and supplied by the Commission. The applicant shall complete the appropriate application form in its entirety and supply all required attachments, affidavits, and evidence of capability specified by the form at the time an application is filed. The Commission certification process begins when the Commission's Docketing Division receives and time/date stamps the application. An incomplete application may be suspended or rejected. An application that has been suspended as incomplete will cause delay in certification.

The Commission may approve, suspend, or deny an application within 30 days. If the Commission does not act within 30 days, the application is deemed automatically approved on the 31st day after the official filing date. If the Commission suspends the application, the Commission shall notify the applicant of the reasons for such suspension and may direct the applicant to furnish additional information. The Commission shall act to approve or deny a suspended application within 90 days of the date that the application was suspended. Upon Commission approval, the applicant shall receive notification of approval and a numbered certificate that specifies the service(s) for which the applicant is certified and the dates for which the certificate is valid.

Unless otherwise specified by the Commission, a retail natural gas broker/aggregator's certificate is valid for a period of two years, beginning and ending on the dates specified on the certificate. The applicant may renew its certificate in accordance with Rule 4901:1-27-09 of the Ohio Administrative Code.

Retail natural gas brokers/aggregators shall inform the Commission of any material change to the information supplied in a certification application within thirty (30) days of such material change in accordance with Rule 4901:1-27-10 of the Ohio Administrative Code.

- VIII. Contractual Arrangements for Capability Standards: If the applicant is relying upon contractual arrangements with a third-party, to meet any of the certification requirements, the applicant must provide with its application all of the following:
 - The legal name of any contracted entity;
 - A statement that a valid contract exists between the applicant and the third-party;
 - A detailed summary of the contract(s), including all services provided thereunder; and
 - The documentation and evidence to demonstrate the contracting entity's capability to meet the requirements as if the contracting entity was the applicant.
- IX. Questions regarding filing procedures should be directed to:

Edith Binford at (614) 466-4821 or Edith.Binford@puc.state.oh.us

X. Governing Law: The certification of retail natural gas brokers/aggregators is governed by Chapter 4901:1-27 and 4901:1-29 of the Ohio Administrative Code, and Section 4929.20 of the Ohio Revised Code.



PUC	O USE ONLY – Versio	n 1.07
Date Received	Case Number	Certification Number
	- GA-AGG	

CERTIFICATION APPLICATION COMPETITIVE RETAIL NATURAL GAS BROKERS / AGGREGATORS

Please **type or print** all required information. Identify all attachments with an exhibit label and title (*Example: Exhibit A-16 - Company History*). All attachments should bear the legal name of the Applicant. Applicants should file completed applications and all related correspondence with the Public Utilities Commission of Ohio, Docketing Division, 13th Floor, 180 East Broad Street, Columbus, Ohio 43215-3793.

This PDF form is designed so that you may directly input information onto the form. You may also download the form by saving it to your local disk.

SECTION A - APPLICANT INFORMATION AND SERVICES

A-I	Applicant inte	ends to be certified	i as: (check all tha	t apply)	1		
	Retail Natur	al Gas Aggregator	Retail Natural	l Gas Br	oker		
A-2	Applicant info	rmation:					
	Legal Name	Early Bird Power LLC	;				
	Address	256 Canton ave milto	n ma 02186				
	Telephone No.	888 763 2759		Web site	Address Early	birdpower.com	
A-3	Applicant info	ormation under w	hich applicant will	do busi	ness in Ohio	:	
	Name	shaun pandit					
	Address	256 canton ave milto	n ma 02186				
	Web site Address	Earlybirdpower.com		Telepho	ne No. 888	7632759	
A-4	List all names Early Bird Power L		applicant does busi	ness in	North Amer	ica:	
A-5	Contact perso	n for regulatory o	r emergency matte	rs:			
	Name SHAU	N PANDIT		Title	CEO		
	Business Address	256 Canton ave milito	on MA 02186				
	Telephone No. 88	88 763 2759	Fax No. 617 2984241		Email Address	Shaunpandit@earlyb	irdpower.com

A-6	Contact person for Commission	n Staff use	e in investiga	ting c	ustomer comp	laints:
	Name Shaun Pandit			Title	CEO	
	Business address 256 CANTON AVE	E MILTON M	IA 02186			
	Telephone No. 888 7632759	Fax No. 61	72984241		Email Address	Shaunpandit@earlybirdpower_
A-7	Applicant's address and toll-fre	e number	r for custom	er serv	vice and compl	aints
	Customer service address 256 canto	n ave milton	ma 02186			e e
	Toll-Free Telephone No. 888 7632759	Fax	_{k No.} 61729842	41	Email Addr	ess shaunpandit@earlybirdpowa
A-8	Provide "Proof of an Ohio Offic Revised Code, by listing name, designated Ohio Employee		ce address, t	elepho		d Web site address of the
	Name			Title		
	Business address					
	Telephone No.	ax No.		Ema	ail Address	
A-9	Applicant's federal employer id	lentificati	on number	2701	86126	
A-10	Applicant's form of ownership:	(Check o	one)			•
	Sole Proprietorship			Partne	rship	
	☐ Limited Liability Partnership	(LLP)	$ \mathbf{Z} $	Limite	d Liability Com	pany (LLC)
	Corporation			Other		•
A-11	(Check all that apply) Identify currently providing service or i class that the applicant is curcommercial, and/or large commercial, and/or large commercial in Section 4929.01(L)(1) of the Ohio R than 500,000 cubic feet of natural gas residential use, as part of an undertaking Section 4929.01(L)(2) of the Ohio Revother than for residential use, more than consumes natural gas, other than for residential use, more than consumes natural gas, other than for residential use, more than consumes natural gas, other than for residential use, more than consumes natural gas, other than for residential use, more than consumes natural gas, other than for residential use, more than consumes natural gas, other than for residential use, more than for	ntends to rently ser ercial/indi evised Code per year at a g having mo ised Code, ' n 500,000 c	provide serving or interestrial (merce, means a cust a single location or than three location from the custom	vice, in ends to antile) comer the within ecations tomer" of tural gas	customers. (A at consumes, other the state or consumitation or outside excludes a not-form per year at a single-	fication of each customer cample: residential, small mercantile customer, as defined or than for residential use, more times natural gas, other than for of this state. In accordance with profit customer that consumes, gle location within this state or

outside this state that has filed the necessary declaration with the Public Utilities Commission.)

Columbia Gas of Ohio Dominion East Ohio Duke Energy Ohio	Residential 🗸 Sı	nall Commercial / Large	Commercial / Industrial Commercial / Industrial Commercial / Industrial
		icipated in any of Ohi provide approximate	
Residential	Beginning Date of Service	End Date	
Small Commercial Large Commercial	Beginning Date of Service Beginning Date of Service	End Date End Date	Company of the second
Industrial	Beginning Date of Service	End Date	
Dominion East Ohio			a a sa
Residential	Beginning Date of Service	End Date	Consultation of the consul
Small Commercial	Beginning Date of Service	End Date	
Large Commercial	Beginning Date of Service	End Date	
Industrial	Beginning Date of Service	End Date	
Duke Energy Ohio			
Residential	Beginning Date of Service	End Date	J. O. P. P. Cale Service (Section 1988)
Small Commercial	Beginning Date of Service	End Date	
Large Commercial	Beginning Date of Service	End Date	
Industrial	Beginning Date of Service	End Date	
Vectren Energy Delivery	of Ohio		
Residential	Beginning Date of Service	End Date	energies No Alexional Alexion
Small Commercial	Beginning Date of Service	End Date	
Large Commercial	Beginning Date of Service	End Date	
Industrial	Beginning Date of Service	End Date	

A-13 If not currently participating in any of Ohio's four Natural Gas Choice Programs, provide the approximate start date that the applicant proposes to begin delivering services:

✓ Columbia Gas of Ohio	Intended Start Date	when licensed
Dominion East Ohio	Intended Start Date	when licensed
✓ Duke Energy Ohio	Intended Start Date	when licensed
✓ Vectren Energy Delivery of Ohio	Intended Start Date	when licensed

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- A-14 Exhibit A-14 "Principal Officers, Directors & Partners," provide the names, titles, addresses and telephone numbers of the applicant's principal officers, directors, partners, or other similar officials.
- A-15 <u>Exhibit A-15 "Corporate Structure,"</u> provide a description of the applicant's corporate structure, including a graphical depiction of such structure, and a list of all affiliate and subsidiary companies that supply retail or wholesale natural gas or electricity to customers in North America.
- A-16 <u>Exhibit A-16 "Company History</u>," provide a concise description of the applicant's company history and principal business interests.
- A-17 <u>Exhibit A-17 "Articles of Incorporation and Bylaws,"</u> if applicable, provide the articles of incorporation filed with the state or jurisdiction in which the applicant is incorporated and any amendments thereto.
- A-18 Exhibit A-18 "Secretary of State," provide evidence that the applicant is currently registered with the Ohio Secretary of the State.

SECTION B - APPLICANT MANAGERIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- **B-1** Exhibit B-1 "Jurisdictions of Operation," provide a current list of all jurisdictions in which the applicant or any affiliated interest of the applicant is, at the date of filing the application, certified, licensed, registered, or otherwise authorized to provide retail natural gas service, or retail/wholesale electric services.
- B-2 <u>Exhibit B-2 "Experience & Plans,"</u> provide a current description of the applicant's experience and plan for contracting with customers, providing contracted services, providing billing statements, and responding to customer inquiries and complaints in accordance with Commission rules adopted pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.
- B-3 <u>Exhibit B-3 "Summary of Experience,"</u> provide a concise and current summary of the applicant's experience in providing the service(s) for which it is seeking to be certified to provide (e.g., number and types of customers served, utility service areas, volume of gas supplied, etc.).
- B-4 <u>Exhibit B-4 "Disclosure of Liabilities and Investigations,"</u> provide a description of all existing, pending or past rulings, judgments, contingent liabilities, revocations of authority, regulatory investigations, or any other matter that could adversely impact the applicant's financial or operational

status or ability to provide the services it is seeking to be certified to provide.

B-5 Exhibit B-5 "Disclosure of Consumer Protection Violations," disclose whether the applicant, affiliate, predecessor of the applicant, or any principal officer of the applicant has been convicted or held liable for fraud or for violation of any consumer protection or antitrust laws within the past five years.

7	No	☐ Yes
IA.	110	

If Yes, provide a separate attachment labeled as Exhibit B-5 "Disclosure of Consumer Protection Violations," detailing such violation(s) and providing all relevant documents.

B-6 Exhibit B-6 "Disclosure of Certification Denial, Curtailment, Suspension, or Revocation," disclose whether the applicant or a predecessor of the applicant has had any certification, license, or application to provide retail natural gas or retail/wholesale electric service denied, curtailed, suspended, or revoked, or whether the applicant or predecessor has been terminated from any of Ohio's Natural Gas Choice programs, or been in default for failure to deliver natural gas.

⊘ No	☐ Yes
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If Yes, provide a separate attachment, labeled as <u>Exhibit B-6</u> "<u>Disclosure of Certification Denial</u>, <u>Curtailment</u>, <u>Suspension</u>, or <u>Revocation</u>," detailing such action(s) and providing all relevant documents.

SECTION C - APPLICANT FINANCIAL CAPABILITY AND EXPERIENCE

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED

- C-1 <u>Exhibit C-1 "Annual Reports,"</u> provide the two most recent Annual Reports to Shareholders. If applicant does not have annual reports, the applicant should provide similar information, labeled as Exhibit C-1, or indicate that Exhibit C-1 is not applicable and why.
- C-2 <u>Exhibit C-2 "SEC Filings</u>," provide the most recent 10-K/8-K Filings with the SEC. If applicant does not have such filings, it may submit those of its parent company. If the applicant does not have such filings, then the applicant may indicate in Exhibit C-2 whether the applicant is not required to file with the SEC and why.
- C-3 Exhibit C-3 "Financial Statements," provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer-certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer-certified financial statements covering the life of the business.
- C-4 <u>Exhibit C-4 "Financial Arrangements</u>," provide copies of the applicant's current financial arrangements to conduct competitive retail natural gas service (CRNGS) as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.)
- C-5 <u>Exhibit C-5 "Forecasted Financial Statements</u>," provide two years of forecasted financial statements (balance sheet, income statement, and cash flow statement) for the applicant's CRNGS operation, along with a list of assumptions, and the name, address, email address, and telephone number of the preparer.

- C-6 Exhibit C-6 "Credit Rating," provide a statement disclosing the applicant's current credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant.
- **C-7** Exhibit C-7 "Credit Report," provide a copy of the applicant's current credit report from Experion, Dun and Bradstreet, or a similar organization.
- Exhibit C-8 "Bankruptcy Information," provide a list and description of any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or since applicant last filed for certification.
- C-9 Exhibit C-9 "Merger Information," provide a statement describing any dissolution or merger or acquisition of the applicant since applicant last filed for certification.

SECTION D - APPLICANT TECHNICAL CAPABILITY

PROVIDE THE FOLLOWING AS SEPARATE ATTACHMENTS AND LABEL AS INDICATED.

- Exhibit D-1 "Operations," provide a current written description of the operational nature of the applicant's business functions.
- D-2 Exhibit D-2 "Operations Expertise," given the operational nature of the applicant's business, provide evidence of the applicant's current experience and technical expertise in performing such operations.
- Exhibit D-3 "Key Technical Personnel," provide the names, titles, email addresses, telephone numbers, and background of key personnel involved in the operational aspects of the applicant's current business.

Signature of official administering oath

Applicant Signature and Title

AL AT Directs 1 CEC

Sworn and subscribed before me this 18th day of August Month 2009 Year

Cussan dre Hansen Notany.

My commission expires on

April 230 2015



The Public Utilities Commission of Ohio

Competitive Retail Natural Gas Service Affidavit Form (Version 1.07)

In the Matter of the Application of)			
for a Certificate or Renewal Certificate to Provide Competitive Retail Natural Gas Service in Ohio.)	Case No.	in the state of t	-GA-AGG
County of State of				

[Affiant], being duly sworn/affirmed, hereby states that:

- (1) The information provided within the certification or certification renewal application and supporting information is complete, true, and accurate to the best knowledge of affiant.
- (2) The applicant will timely file an annual report of its intrastate gross receipts and sales of hundred cubic feet of natural gas pursuant to Sections 4905.10(A), 4911.18(A), and 4929.23(B), Ohio Revised Code.
- (3) The applicant will timely pay any assessment made pursuant to Section 4905.10 or Section 4911.18(A), Ohio Revised Code.
- (4) Applicant will comply with all applicable rules and orders adopted by the Public Utilities Commission of Ohio pursuant to Title 49, Ohio Revised Code.
- (5) Applicant will cooperate with the Public Utilities Commission of Ohio and its staff in the investigation of any consumer complaint regarding any service offered or provided by the applicant.
- (6) Applicant will comply with Section 4929.21, Ohio Revised Code, regarding consent to the jurisdiction of the Ohio courts and the service of process.
- (7) Applicant will inform the Public Utilities Commission of Ohio of any material change to the information supplied in the certification or certification renewal application within 30 days of such material change, including any change in contact person for regulatory or emergency purposes or contact person for Staff use in investigating customer complaints.

(8) Affiant further sayeth naught.

Affiant further sayeth naught.

Affiant Signature & Title

Ah Lo CEO /D, recon

Sworn and subscribed before me this 18th day of August Month 2009, Year

Cassandre Hansen Notary

My commission expires on April 23122015

CASSANDRE HANSEN

(CRNGS Broker/Aggregator -Version 1.07) Page 7 of 7

EARLY BIRD POWER LLC

Early Bird Power Principle Officer and Director Exhibit A-14

Shaun Pandit

256 Canton Ave

Milton MA 02186

617 872 2384

888 SO EARLY

617 298 4241 Fax

Shaunpandit@aol.com

P

Exhibit A-15 Corporate Structure

LLC Single member, 100 percent owned by Shaun Pandit. Will participate in all deregulated market geographically. Early Bird Power LLC, nor Shaun Pandit has any affiliate subsidiary companies that supply retail or wholesale natural gas or electricity to customers in North America.

Early Bird Power is independent.

A-16 Company History

Shaun Pandit owns and operates Early Bird Power and has an Economics degree from Boston College and a Master's in Finance from Loyola Chicago Business School. After ten years trading commodities and foreign exchange, Shaun focused on electricity at the advent of deregulated markets in 1997. Shaun is an energy expert with senior level experience in the energy business and in depth knowledge of electricity and natural gas markets.

Early Bird Power LLC was started in April of this year and is currently active and in good standing in MA.

MA SOC Filing Number: 200961662510 Date: 04/09/2009 10:21 PM



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Federal Employer Identification Number: 001001778 (must be 9 digits)

1. The exact name of the limited liability company is: EARLY BIRD POWER LLC

2a. Location of its principal office:

No. and Street:

256 CANTON AVE

City or Town:

MILTON

State: MA

Zip: 02186

Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street:

256 CANTON AVE

City or Town:

MILTON

State: MA

Zip: 02186

Country: <u>USA</u>

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

POWER CONSULTING.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name:

SHAUN PANDIT

No. and Street:

256 CANTON AVE

City or Town:

MILTON State: MA

Zip: 02186

Country: USA

I, <u>SHAUN PANDIT</u> resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 158C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
MANAGER	SHAUN KRISHNA PANDIT	256 CANTON AVE MILTON, MA 02186 USA

^{7.} The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

A-17 Articles of Incorporation EARLY Book Power U.C.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	SHAUN KRISHNA PANDIT	256 CANTON AVE MILTON, MA 02186 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	SHAUN KRISHNA PANDIT	256 CANTON AVE MILTON, MA 02156 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 9 Day of April, 2009, $\underline{\rm SHAUN\ PANDIT}$

(The certificate must be signed by the person forming the LLC.)

© 2001 - 2009 Commonwealth of Massachusetts All Rights Reserved A-17 Articles of Incorporation Easy Bird Power LLC 13 MA SOC Filing Number: 200961662510 Date: 04/09/2009 10:21 PM

Part 3

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on: April 09, 2009 10:21 PM

WILLIAM FRANCIS GALVIN

Itelian Frain Dalies

Secretary of the Commonwealth

DATE: 08/10/2009

DOCUMENT ID 200921901226

DESCRIPTION

PENALTY

CERT

REG. OF FOR, PROFIT LIM, LIAB, CO. (LFP)

125.00

Receipt

This is not a bill. Please do not remit payment.

EARLY BIRD POWER LLC 256 CANTON AVE **MILTON, MA 02186**

STATE OF OHIO CERTIFICATE

Ohio Secretary of State, Jennifer Brunner

1875140

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

EARLY BIRD POWER LLC

and, that said business records show the filing and recording of:

Document(s)

REG. OF FOR. PROFIT LIM. LIAB. CO.

Document No(s): 200921901226



United States of America State of Ohio Office of the Secretary of State Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 7th day of August, A.D. 2009.

Ohio Secretary of State

Exhibit B-1 "Jurisdictions of Operation

Licensed for electricity and natural gas in,

II,

MA

NJ

RI

 $\mathbf{N}\mathbf{Y}$

ME

TX

EARLY BIRD POWER LLC

Exhibit B-2

Early Bird Power develops a sound energy strategy for A company, procuring the lowest cost supply while managing your company's risk according to their objectives. We continually monitor the market for opportunities from multiple suppliers. We manage contract negotiations and provide individual client attention throughout the length of the agreement.

We have 24 hour toll free number, and as broker only not a supplier, I will not be billing, but ensure a customer understands the billing and follow up as required to ensure customer understanding and complaints in accordance with Commission rules adopted pursuant to Section 4929.22 of the Revised Code and contained in Chapter 4901:1-29 of the Ohio Administrative Code.

Expert Knowledge:

Shaun Pandit is the founder and Principal of Early Bird Power. Shaun is an energy expert with senior level experience in the energy business and in depth knowledge of electricity and natural gas markets.

After ten years trading commodities and foreign exchange, Shaun focused on electricity at the advent of deregulated markets in 1997.

As Director of Origination and Structuring for AES New Energy/ Constellation New Energy, he was responsible for optimizing generation assets and servicing Industrial and Commercial clients. He also was Risk Manager for TransCanada Power Marketing, managing power, gas, and credit exposures. Shaun was most recently V.P. of Trading and Marketing for International Power, responsible for all purchases and sales of power, emissions, and fuel for the North American generation assets. He is a Selectman on his town's Wind Energy Committee and a partner with Protect Our Winters, (POW), a non-profit organization helping schools install on-site solar generation.

Early Bird Power has a broad understanding of energy markets, and key relationships that provide the lowest priced strategic options for companies seeking to lower their monthly power bills. We are committed to providing the close personal attention required to ensure that your energy procurement needs are managed in today's volatile market regardless of the type or supplier. Our success is a result of the success of our clients.

EARLY Bird Power LLC

Exhibit B-3 "Summary of Experience

Early Bird Power LLC was formed in April of 2009,

It is in good standing in II and MA. Currently Early Bird Power has 23 clients in NSTAR and NGRID accounts, and is working with new clients in MA, IL,RI, and New Jersey as well. The average size of my customer is 2500 therms/mo. Early Bird Power also has clients for electricity on the same states and has had not customer complaints.

Thanks,

Shaun Pandit

Early Bird Power LLC.

EARLY Book Power LLC

Exhibit B-4 "Disclosure of Liabilities and Investigations

None

Exhibit C-1 Annual Reports

Early Bird Power was only started in April of this year, and as a new entity does not have an annual report.

Shaun Pandet CEO, Director

Exhibit C-2 SEC Filings

Early Bird Power is a broker only, and does not take title to the natural gas, and is not a public entity, but a single member LLC, so no SEC filing is required..

EXHIBIT C-3 Francial Statements Emply Brak Rubacuc

Early Bird 9/1/2009-9/1/2010

affices continue for live of business

\$37,250	\$6,109	Total Cash Available
	\$28,700	Total Cash Usage
	\$2,400	Miscellaneous
	\$6,000	Marketing
	\$2,400	Automobile/Travel
	\$2,400	Office
	\$1,300	Telephone
	\$1,200	Computer
	\$1,800	Utilities
	\$6,000	Rent
	\$5,200	Health Insurance
		Cash Usage
\$37,250	\$34,809	Total Cash Sources
	\$0	Carry-Forward
		Other Income
		Small Accounts
	\$13,200	Average Accounts
\$37,250	\$19,600	Large Accounts
		Commissions
2010	2009	Cash Sources

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Shan Panlet

Cere, Director

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CONTRACTURAL Arrangements
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REPRESENTATIVE FEE AGREEMENT

This Representative Fee Agreement ("Agreement") is ensered into this _____ day of 2001, ("Commencement Date") by and between Hess Corporation, a Delaware corporation with offices at One Hoss Plaza, Woodbridge, NI 07095 ("Hess") and EARLY ALLO POWER a LLC corporation with offices at 25 C Carl IN AND M. LAND MALE MALE MALE ("Representative").

WHEREAS, Hess desires to sell one or more energy commodities ("Energy Commodity/Commodities") to commoroial and industrial and use customers ("and

WHEREAS, Representative desires to solicit commercial and industrial and use customers (such solicited customers each a "Customer" and collectively, "Customers") on behalf of Hess to purchase one or more Energy Commodities from Hess; and

WHEREAS, Hess and Representative desire to enter into an agreement under which Representative will solicit Customers to purchase Energy Commodity requirements from Hess and, if Hoss accepts such Customer, Hess will pay a fee to Representative, as described in and subject to the terms of this Agreement; and

WITEREAS, Hose receives the right to independently after additional services and/or products to the Customer without Representative's consent and without paying additional fore to

NOW, THEREFORE, in consideration of the munual covenants and agreements set forthherein the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

- Fee. Included within the price per commodity unit that each Customer shall pay to Hess under the Hess Agreement, as defined below, will be a fee for Representative ("For") as compensation for Representative's services herein. The "Hess Agreement" consists of the fully executed base agreement and transaction confirmation between Hess and Customer evidencing the purchase and sale of the Energy Commodity. The Ree is not for the benefit of Hess and is an additional cost added to the unit price of the commodity to permit compensation to Consultant pursuant to the payment terms below. Representative represents and warrants to Heat that each Customer has been provided adequate notification and information regarding the Fee and the inclusion of the Fee within the commodity unit price under the Hoss Agreement, and the Customer has had the opportunity to elect to not enter into such Hess Agreement. Representative racognizes that the Hess Agreement between Hess and Customer governs the relationship between the Customer and Hoss, and that except for the compensation set furth herein, Representative is not a party or intended third-party beneficiary of any such agreements.
- (a) Upon execution of the Hess Agreement, a Fee Addendum will be executed by both Hess and Representative, which shall identify the Customer, the delivery period under the Hers Agreement, and the Fee to be paid to Representative. The Fee Addendum will be incorporated into this Agreement.
- (b) Representative shall be paid a Fee for any renowal, extension or replacement transaction between the solicited customer and Hess only in the event that the Representative is involved in the Process to procure a renewal, extension or replacement transaction between the solicited customer and Hess. As used berein, "Process" includes, but is not limited to, requesting pricing for Customer, facilitating the signing of a Besse Agreement and/or Transaction

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Confirmation between Customer and Hess, and a signed Fee Addendum to this Agreement between Representative and Hess. If, as determined in Hess' sole opinion, Representative fails to initiate the Process to renew a Hess Agreement with a Customer prior to forty-five (45) days from expiration of the existing transaction, Hess has the right to pursue renewal independent of the Representative. In such case, Representative will not be entitled to any Fee on that renewal or any subsequent renewal.

(c) Representative and Hess agree that Representative has solicited customers on behalf of Hess prior to the Commencement Date of this Agreement for which Representative may be entitled to a Fee payment. Those solicited outstomers, contract terms and Representative's Fee are listed, in their entirety, on the attached Exhibit "A". Representative and Hess hereby agree that such transactions shall be subject to and governed by the terms and conditions of this Agreement.

- 2. Payment of Fas. Payment to Representative will be made quarterlymonthly, but Representative acknowledges that payment by Hess of any compensation is conditioned upon (1) Hess having received payment from Customer for all commodity delivertes in the subject quarter, and (2) any partial payment received by Hess will result in a pro rate payment to Representative. Hess will pay Representative such amounts due within ten (10) business days after the end of each adameter quartermonth once payment has been received by Hess. To the extent Hess has not received a payment under an invoice to Customer within 45 days of the invoice due date, Hess may commence additional collection efforts. Any compensation to Representative for payment made as a result of collection efforts will be not of the costs incurred by Hess in pursuing such collection. Notwithstanding the above, Representative expressly acknowledges that in the event Customer files for bankruptcy protection then, regardless of whether Hess continues to provide sparsy commodity services on these, then, regardless of whether Hess continues to provide sparsy commodity services payment will not receive any compensation until all pre-petition debt has been paid in full.
- 3. Term. This Agreement shall begin on the Commencement Date and shall continue in effect one (1) year ("Initial Term"). At the end of the Initial Term, this Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"). This Agreement may be terminated by either party by providing the other party thirty (30) days prior written notice. Despite termination of this Agreement, payments of the Fee which are due and owing on Hess Agreements entered into between Customer and Heas prior to termination of this Agreement shall remain due and owing to Representative during the then current term of any Hess Agreement. This Agreement and the payments beganned will not survive Representative's death or permanent disability. This Agreement will be subject to immediate termination if (1) either party is in default of any of its obligations or duties under this Agreement or (2) either party to this Agreement for the benefit of reditors, in the event that Representative fless bankruptcy, goes into compulsory liquidation or makes an assignment of this Agreement for the benefit of creditors, Representative shall not be entitled to any further Fee payments from the date of such filling of benforptcy, liquidation or assignment.
- 4. <u>Confidentiality.</u> Representative agrees to keep confidential all information, including pricing and any data collected hereunder.

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Compliance with Laws and Maintenance of Authorizations. Representative represents and warrants that it now has and will use all reasonable efforts to maintain in full force and affect all consents, licenses and authorizations of any governmental or other authority that is required to be obtained by it with respect to this Agreement and will use all reasonable afforts to obtain any that may become necessary in the future. Representative will comply with all applicable laws, regulations and orders to which it may be subject if failure to so comply would materially imper its ability to perform its obligations under this Agreement.

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- **(=)** The parties agree that Representative is an independent contractor and not an agent or employee of Hess for any purpose. Representative shall be solely responsible for payment all state, federal, and local taxes, including income taxes, estimated taxes, social accurity or other taxes imposed upon the receipt of the Poes for Representative or any employees of Representative.
- All notices and other communications required or permitted under this Agreement shall be validly given, made, or served if in writing and delivered personally, by facsimile or sent by registered mail as follows:

If to Representative:
Shan San Art

EARLY BIRD DONER Shan Parket 216 conton Ave Michael 614 171 1324 Telephone: 617 298 YIN FOX

If to Hoss. Hess Corporation One Hess Plaza Woodbridge, NJ 07085 Attn: Telephone: Fax: _

- This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law principles. Any litigation concerning this Agreement will be brought exclusively in the courts of the State of New York sluing in the borough of Manhattan or the United States District Court for the Southern District of New York. Each party walves its right to a jury trial under this Agreement.
- This Agreement contains the entire undecstanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement. There are no third party beneficiaries to this Agreement.
- Neither Representative nor Hess will (i) be responsible for any error in judgment, act or omission in connection with this Agreement, except in the case of willful misconduct or negligence; or (ii) have any obligation or Hability whatsurver to the other under any circumstances for any breach (alleged or actual) by Customer of the Hess Agreement. In no event will Hess's liability under this Agreement exceed the amount of payments due Representative hereunder for the Energy Commodity delivered to and paid for by Customer, and all consequential, punitive, indirect, special damages, including but not limited to increased energy costs, lost business, and lost profits are disclaimed.
- (f) Hear may assign this Agreement to a corporate affiliate at anytime without the consent of Representative. Representative will have no right to essign this Agreement.

Early Bird Power UC EXHIBIT C-4 Financial Arrangements 25
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CONTRACTOR Arrangements

(g) Representative agrees for the term of this Agreement and for one year subsequent to the termination of this Agreement, that it will not solicit or attempt to induce any Hess employee to become its employee.

- (h) Documents given to Representative which pertain to Hess remain the property of Hess, irrespective of whether such documents relate to or contain confidential information. Upon termination of this Agreement, Representative agrees to return any and all such documents to Hess.
- 76. Representative hereby agrees to defend, indemnify and hold harmless Hess from any claim that any party other than Representative is entitled to payment bescunder. Representative further agrees to defend, indemnify and hold harmless Hess from any claim by a Customer that such Customer (i) was not aware of and (ii) did not agree to have the commodity unit price increased by the Fee.

8. Representative agrees to perform its obligations hereunder in a professional and——workmanilles manner in accordance with the terms and conditions of this Agreement.

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98. No amendment or modification to this Agreement will be enforceable unless reduced to writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Heas Corporation

12a-ca- 5

Title:

James J. Connolly Regional Sales Manager

New England

By: AL /LA.

Name: Shan Par Lot

Title: CEO Descator

forecastral financial Schademonts EXHIBIT C-S

EARLY BAR POWER LLC

Early Bird Cash Flow May 1, 2009

Cash Sources	2009	2010	2011
Commissions			
Large Accounts	009'6\$	\$140,000	\$192,500
Average Accounts	\$13,200	\$26,250	\$47,250
Small Accounts	\$3,600	\$10,500	\$31,500
Other Income	\$7,500	\$17,500	\$35,500
Carry-Forward	0\$	\$52,800	\$71,002
Total Cash Sources	\$35,909	\$249,060	\$379,763
Cash Usage			
Health Insurance	\$5,200	\$6,200	\$14,000
Rent	\$6,000	\$6,000	000'6\$
Utilities	\$1,800	\$1,800	\$2,000
Computer	\$1,200	\$1,200	\$1,400
Telephone	\$1,300	\$1,400	\$1,500
Office	\$2,400	\$3,000	\$6,800
Automobile/Travel	\$2,400	\$6,600	\$12,400
Marketing	\$6,000	\$10,000	\$16,000
Miscellaneous	\$2,400	\$3,000	\$5,800
Total Cash Usage	\$28,700	\$39,200	006'89\$
Total Cash Available	\$7.209	\$209.860	\$310.863

Prepared by Adam Hostetter/ NOT AN ACCOUNTANT 107 a main st Osterville MA 02655 ADAM@HOSTETTER-HOMES.COM 508 420 0644

EARLY Brok forman LLC credit rates, credit report

EXHIBITS CG-C9

C-6-9

C-6,7

As Early Bird Power LLC was formed this April it has no credit rating or report. It is only engaged as being a broker not a supplier, so there is no financial burden to the client.

Early Bird Power, has no debt, and is wholly owned by me, Shaun Pandit.

Early Bird Power is licensed and active in other states and is in good standing.

As this will be a pass-through business from the Supplier to the user, I will not be required to take out any loans. I am in excellent financial condition and the business is 100% capitalized.

Bankrupter Information C-8

Early Bird Power LLC, or Shaun Pandit has had any reorganizations, protection from creditors, or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or since applicant last filed for certification.

Early Bird Power LLC has had no dissolution or merger or acquisition of the applicant since applicant last filed for certification.

Exhibit D-1 Operations.

As a Natural Gas Broker, I will work with my clients to procure the lowest price supply from a competitive supplier, ensuring they understand all the risks and understanding of the process and follow up.

I will not be taking title to the gas or billing the customers.

EARLY BIRD POWER LLC

EXHIBIT D-2 Operations ExpertisE

Exhibit D-2



EARLY BIRD POWER

Shaun Pandit has over 13 years of experience working with utilities and competitive suppliers, so he is very familiar with all the rules and regulations that apply to natural gas markets. I, Shaun, worked in this capacity for TransCanada Pipelines in Westborough, MA, a leading competitive supplier, as well as Constellation New Energy another leading competitive supplier, managing major customer accounts and natural gas supply and transport in MA.

Shaun was Vice President of Trading and Marketing for International Power in Marlborough MA, which owns three gas fired generating plants in MA. Shaun has an M.B.A. in Finance from Boston College and a B.A. in Economics from Boston College.

EARLY BIRD POWER has been in business for five months now as a power and gas agent large commercial and industrial clients in MA. Shaun Pandit has an Economics degree from Boston College and a Master's in Finance from Loyola Chicago Business School.

Shaun has a broad understanding of energy markets, and key relationships that provide the lowest priced strategic options for companies seeking to lower their monthly power bills.

EXPERIENCE:

INTERNATIONAL POWER AMERICA, Mariborough MA

2007-2009

Vice President, Trading and Marketing

- Optimized International Power's 6000 MW's of generation assets directed 20 member team.
- Executed gas, power, emissions, and coal trades in forwards, options and basis markets in Texas-(ERCOT), New England-(NEPOOL), and Midwest-(PJM, MISO) regions.
- Built relationships and executed agreements with financial counterparties, LSE's, and municipals

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- Structured and initiated long term hedges to finance new acquisitions
- Member of management team responsible for growth strategy, forecasts, and personnel development

TRANSCANADA POWER MARKETING, Westborough MA

2003-2007

Manager, Risk Management

- Enabled opportunities within TransCanada's extensive asset positions while managing credit and market exposure, instrumental in growing TransCanada's retail business.
- Developed and implemented appropriate risk management policies and practices in coordination with Counterparty Risk, Accounting, Finance, and Trading and Origination for the Boston and Ontario offices for wholesale and retail transactions.
- Developed weekly exposure reporting to provide transparency of the portfolio. Performed due diligence
 on new acquisitions, including the successful acquisition of GTN California natural gas pipeline, and
 commercial and industrial origination activities.
- Member of Marketing Strategy Board for Bruce Nuclear Power responsible for marketing and fuel procurement strategies and long term hedging.

AES NEW ENERGY, Boston, MA

2001-2003

Director of Origination and Structuring

- Analyze portfolio of assets and retail obligations and structure and implement trades that decrease risk and create profitable trading opportunities.
- Originated agreements with paper mills; Pope and Talbot, Rosewood and Weyerhaeuser in Oregon and Washington.

- Optimize AES Corp's 40,000 MWs of generation assets by originating and structuring non-standard energy products and options with industrial, retail and wholesale entities.
- Selected to four member due diligence team, successfully acquiring Wolf Hollow natural gas plant in Texas.

CITIZENS LEHMAN POWER, Boston, MA

2000-2001

Asset Optimizer, Structured Products Trader

- Marketed and initiated profitable multi-year energy, capacity and option contracts with utilities, industrials, municipals, IPP's and marketers.
- Priced evaluated and analyzed profitability of development opportunities and long term structured deals and implemented trading and hedging strategies.
- Increased value of 23,500 MWS of assets extracting option value and creating arbitrage opportunities by acquiring strategic transmission, FTR'S and TCC'S and initiating short and long term trades.

PACIFICORP POWER MARKETING, Portland, OR

1996-2000

Trading Manager 1996-2000

- Grew PacifiCorp's unregulated division through strategic transmission and storage acquisitions, and counterparties and profits grew ten-fold.
- Managed six traders and collaborated with business development, generating significant profits.
- Built a trading platform for WSCC market, and a marketing infrastructure to market and finance PPM's wind projects.
- Member of development team for Enterprise Wind and executed the sale of Enterprise Wind Development project to BPA.
- Developed and executed a forward marketing plan for Klamath Falls Hydro.

CHASE MANHATTAN, New York, NY

1993-1996

Capital Markets Officer

- Interbank foreign exchange market maker through direct dealing and brokered markets in major currencies.
- Became a dominant market maker of exotic currencies by generating hedge ratios to price illiquid minor currencies with major currencies

TIMBER HILL, Chicago Mercantile Exchange

1988-1993

Trader

- Market-maker in currency and financial futures and options trading pits to take advantage of arbitrage opportunities
- Supervised and trained assistants
- Relayed market information and order activity from futures and options trading pits to clients

EDUCATION:

LOYOLA UNIVERSITY CHICAGO, Chicago, IL

1993

Master of Business Administration-Finance

BOSTON COLLEGE, Chestnut Hill, MA

1988

Bachelor of Arts-Economics





THE COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC UTILITIES

DEVAL L. PATRICK GOVERNOR

TIMOTHY P. MURRAY LIEUTENANT GOVERNOR

IAN A. BOWLES SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS ONE SOUTH STATION BOSTON, MA 02110 (617) 305-3500

PAUL J. HIRBARD CHAIRMAN

TIM WOOLF COMMISSIONER

JOLETTE A. WESTWOOD COMMISSIONER

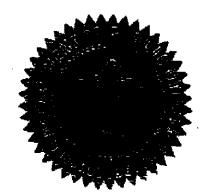
July 6, 2009

Shaun Pandit Early Bird Power LLC 256 Canton Ave. Milton, MA 02186

Mr. Pandit.

The Department of Public Utilities has reviewed Early Bird Power LLC's ("Early Bird") application for a Gas Retail Agent license to commercial and industrial customers in the Commonwealth of Massachusetts, and is pleased to inform you that the application has been approved. Early Bird's license number is RA-043.

As a condition of maintaining its license, Early Bird must file updated information within 30 days of any material or organic change in the information required by 220 C.M.R. § 14.04(2), and must comply with all relevant requirements of G.L. c. 164 and the regulations thereunder, including 220 C.M.R. §§ 12.00, 14.00 et seq. If you decide to request renewal of Early Bird's license next year, please submit a renewal application that includes audited financial statements, at least 30 days prior to the expiration of this license.



Sincerely.

Privileged, confidential, protected communication, for the intended recipient only FAX: (617) 345-9101 www.mass.gov/dipu

Exhibit D-3 Key Technical Personnel

Shaun Pandit

CEO/ Director

shaunpandit@earlybirdpower.com

888 763 2759 toll-free

617 872 2384 cell

Shaun Pandit owns and operates Early Bird Power and has an Economics degree from Boston College and a Master's in Finance from Loyola Chicago Business School. After ten years trading commodities and foreign exchange, Shaun focused on electricity at the advent of deregulated markets in 1997. Shaun is an energy expert with senior level experience in the energy business and in depth knowledge of electricity and natural gas markets.

As Director of Origination and Structuring for Citizens Lehman Power and Constellation New Energy, he was responsible for optimizing generation assets and servicing Industrial and Commercial clients. He was a member of the team responsible for initiating the strategy that combined AES and New Energy, which was sold to Constellation.

He also was Risk Manager for TransCanada Power Marketing, managing power, gas, and credit exposures. Shaun was most recently V.P. of Trading and Marketing for International Power, responsible for all purchases and sales of power, emissions, and fuel for the North American generation assets. He is a Selectman on his town's Wind Energy Committee and a partner with Protect Our Winters, (POW), a non-profit organization helping schools install on-site solar generation.

Shaun has a broad understanding of energy markets, and key relationships that provide the lowest priced strategic options for companies seeking to lower their monthly power bills.