



Grid Power Direct, LLC
1 Metrotech Center North, 3rd Floor, Brooklyn, NY 11201
T: 347-799-1685 x210 F:347-799-1686

April 28, 2020

Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

Re: Application of Grid Power Direct, LLC for a Pennsylvania Electric Supplier License (Docket # A-2020-3015521)

Enclosed for filing on behalf of Grid Power Direct, LLC please find attached updated copy of Residential & Small Commercial Customer Disclosure Agreement which has been requested by the PA Bureau of Consumer Services. This disclosure was approved by the BCS on 4/28/2020.

As Managing Member of Grid Power Direct, LLC, I can verify that this information has been prepared with accuracy.

Please contact me if you have any questions.

A handwritten signature in black ink that reads "Ezra Doueck". The signature is written in a cursive, slightly slanted style.

Ezra Doueck
Managing Member
Grid Power Direct, LLC



GridPowerDirect

1 Metrotech Center North, Brooklyn, NY 11201 | (347) 799 1685 x210 | www.GridPowerDirect.com

PUC License #: _____

PENNSYLVANIA RESIDENTIAL/SMALL COMMERCIAL CUSTOMER ENROLLMENT AGREEMENT AND DISCLOSURE STATEMENT

This is an agreement for electric generation service, between Grid Power Direct, LLC (“GPD”) and:

Customer Name _____

Customer Address _____



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CUSTOMER DISCLOSURE STATEMENT

ELECTRIC GENERATION SUPPLIER INFORMATION	Grid Power Direct, LLC: 1 Metrotech Center, Brooklyn, NY, 11201 347.799.1685 www.gridpowerdirect.com We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
PRICE STRUCTURE	You will pay a fixed price reflective of the cost of electricity obtained from all sources (including energy, capacity, ancillaries and renewable energy credits" RECs"), related transmission and distribution charges, line losses and other market-related factors including the cost of credit insurance (if necessary), ISO true-ups, plus applicable taxes, fees, charges, plus an Adder.
GENERATION/SUPPLY PRICE	You will pay a fixed price of \$ _____/kWh for all kWh delivered according to Schedule A attached hereto.
STATEMENT REGARDING SAVINGS	There are no guaranteed savings.
CONTRACT START DATE	This contract will begin on a date set by your EDC
CONTRACT TERM/LENGTH	You will buy your electricity generation service for the above address from GPD beginning on a date set by your electric distribution company (EDC) and will continue for XX months.
CANCELLATION/EARLY TERMINATION FEES	Customer can be subjected to an Early termination fee of \$100 for each month remaining on the contract.
RENEWAL TERMS	If you have a fixed term contract approaching the expiration date or whenever we propose to change the terms of service in any type of contract you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.
EDC INFORMATION	EDC is responsible for distribution charges. In the event of a gas leak, electric power outage or other emergency, please contact your local utility directly.



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PRICE STRUCTURE	You will pay a variable price that can change monthly. Variable prices shall reflect the cost of electricity obtained from all sources (including energy, capacity, ancillaries and renewable energy credits" RECs"), related transmission and distribution charges, line losses and other market-related factors including the cost of credit insurance (if necessary), ISO true-ups, plus applicable taxes, fees, charges, plus an Adder for agreed-upon margin. For this Option, GPD's Adder/Margin will be _____% calculated on the retail price. There are no limits on potential price changes by GPD from one month to the next. Customer will be notified of price changes when they receive their monthly bill. Please call 347.799.1685 x210 for information about historical variable prices. However, please remember that past prices do not indicate present or future prices.
GENERATION/SUPPLY PRICE	The price for the first billing period will be _____/kWh.
STATEMENT REGARDING SAVINGS	There are no guaranteed savings.
CONTRACT START DATE	This contract will begin on a date set by your EDC.
CONTRACT TERM/LENGTH	You will buy your electricity generation service for the above address from GPD beginning on a date set by your electric distribution company (EDC) and will continue for XX months.
CANCELLATION/EARLY TERMINATION FEES	None.
RENEWAL TERMS	If you have a fixed term contract approaching the expiration date or whenever we propose to change the terms of service in any type of contract you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.
EDC INFORMATION	EDC is responsible for distribution charges. In the event of a gas leak, electric power outage or other emergency, please contact your local utility directly.



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RATE OPTION SELECTED: A OR B (CIRCLE ONE)

By my signing below, I hereby authorize the Company to use the information I am providing in this form to enroll my Service. I affirm and represent that: (i) I am at least 18 years of age and legally authorized to switch the supplier for the address shown on Attachment A, Authorized Meters for Service and (ii) I have reviewed, understand and agree to the Price, Term, and the attached Terms & Conditions. I understand that only one supplier may be designated as the customer’s electric supply company. Signatures by facsimile or digital shall be as effective as original signatures to this Agreement. IN WITNESS WHEREOF, Customer and Grid Power Direct have caused this Agreement to be executed as of the date first set forth above.

Customer:

Grid Power Direct LLC Representative:

Signature *Date*

Signature *Date*

Print Name / Title

Print Name / Title



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PENNSYLVANIA RESIDENTIAL/SMALL COMMERCIAL CUSTOMER TERMS AND CONDITIONS

We at GPD are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Grid Power Direct, LLC sets the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

DEFINITIONS.

Generation Charge - Charge for production of electricity.

Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

AGREEMENT TO SELL AND PURCHASE ENERGY. This is an agreement between Grid Power Direct, LLC (“GPD”) and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Grid Power Direct (the “Agreement”). Subject to the terms and conditions of this Agreement, Grid Power Direct agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Grid Power Direct, necessary to meet Customer’s requirements based upon consumption data obtained by Grid Power Direct or the delivery schedule of the Customers Electric Distribution Company (the “EDC”). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Grid Power Direct or the EDC’s delivery schedule. Your EDC will continue to deliver services to your location, read your meters, make repairs and send bills for its services.

PRICE. The price for all electricity sold under this Agreement is determined by the Customer’s chosen Rate Option at the rate listed under the Customer Disclosure Statement. All electricity sold under this Agreement shall be subject to all applicable taxes. There are no guaranteed savings.

FIXED PRICE. Price Structure: You will pay a fixed price for all kWh delivered according to Schedule A attached hereto. This price shall reflect the cost of electricity obtained from all sources (including energy, capacity, ancillaries and renewable energy credits” RECs”), related transmission and distribution charges, line losses and other market-related factors including the cost of credit insurance (if necessary), ISO true-ups, plus applicable taxes, fees, charges, plus an Adder.

VARIABLE PRICE. Price Structure: You will pay a variable price that can change monthly. Variable prices shall reflect the cost of electricity obtained from all sources (including energy, capacity, ancillaries and renewable energy credits” RECs”), related transmission and distribution charges, line losses and other market-related factors including the cost of credit insurance (if necessary), ISO true-ups, plus applicable taxes, fees, charges, plus an Adder for agreed-upon margin. **There are no limits on potential price changes by GPD from one month to the next.**

Customer will be notified of price changes when they receive their monthly bill. Please call 347.799.1685 x210 for information about historical variable prices. However, please remember that past prices do not indicate present or future prices.



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RIGHT OF RECISSION. Customer may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. Customer can contact us by phone, in writing, or electronically (if available) to cancel this agreement.

TERM/LENGTH OF AGREEMENT. You will buy your electricity generation service for the above address from GPD beginning on a date set by your electric distribution company (EDC) and will continue for XX months.

PENALTIES, FEES AND EXCEPTIONS. If Customer terminates this Agreement past this period, or GPD terminates due to Customer breach, prior to the end of the Initial or Renewal Term, and Customer is being served under Rate Option B, shall pay an early termination fee of \$100 for each month remaining on the contract. No termination fees apply to Customers being served under Rate Option A.

BILLING. You will receive a single bill that will contain (Electric Distribution Company name) charges and GPD's charges.

CONSUMER PROTECTION. The services provided by GPD to Customer are governed by the terms and conditions of this Agreement. GPD will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting GPD at (347) 799 1685 x210 or the PUC. The PUC can be reached by phone at 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

CANCELLATION. The Customer may provide written notice of termination or call GPD at (347) 799 1685 x210 or call their EDC to terminate the agreement. GPD may terminate this Agreement at any time by providing 15 days' written notice to the Customer. Customer is liable for all GPD charges until Customer returns to the EDC supply or is successfully transferred to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued-up subsequent to the final meter reading.

AGENCY. Customer hereby appoints GPD as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the EDC needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

TITLE. All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the GPD wholesale load bus (located near the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. GPD will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

WARRANTY. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and GPD. GPD makes no representations or warranties other than those expressly set forth in this Agreement, and GPD expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

FORCE MAJEURE. GPD will make commercially reasonable efforts to provide electricity hereunder but GPD does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of GPD ("Force



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Majeure Events") may result in interruptions in service. GPD will not be liable for any such interruptions caused by a Force Majeure Event, and GPD is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the EDC (including, but not limited to, a facility outage on its electricity distribution lines), or any other cause beyond GPD's control.

RENEWAL PROVISIONS/AGREEMENT EXPIRATION/CHANGE IN TERMS. If you have a fixed term contract approaching the expiration date, or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

Change in Law/Third Party Charges. This Agreement is subject to any federal, state, local, or utility changes in law, which includes changes in legislation, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, capacity charges, and changes in customer load profiles (each, a "Change in Law" or "Third Party Change"). If there is a Change in Law or Third Party Change, which results in a material increase in cost to GPD, GPD may adjust your rate based upon the actual incremental cost incurred by GPD as a result of such Change in Law or Third Party Change. This provision applies to all rate plans. Customer will be notified in writing if the terms of the contract should change.

CONTACT INFORMATION. Customer may contact GPD's Customer Service Center at (347) 799.1685 Ext. 210, Monday through Friday 8:00 a.m. - 8:00 p.m. EST and Saturday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to GPD at: GPD at 1 Metrotech Center North, Third Floor, Brooklyn, NY 11201

DISPUTE RESOLUTION. In the event of a billing dispute or a disagreement involving GPD's service, Customer should contact GPD's Customer Service Center. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. Customer may also contact the PUC in connection with a dispute. The PUC can be reached by phone at: 1-800-692-7380, in writing at 400 North Street, Harrisburg, PA 17120, or by visiting www.puc.pa.gov.

MANDATORY ARBITRATION AND CLASS ACTION WAIVER AND WAIVER OF JURY TRIAL: ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.



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MODIFICATION. This Agreement may only be modified by a signed written Amendment executed by both parties except as set forth in the remainder of this paragraph. GPD retains the right to modify a fixed rate due to any federal, state, local or utility changes in regulation or law that impact’s the cost of electricity supply, upon thirty days prior written notice to Customer. Any price modification pursuant to this section will supersede any previous agreement between Customer and GPD. GPD will provide Customer thirty (30) days prior written notice of any such price modification. After receipt of such notice, Customer may cancel the Agreement by providing written notice to GPD before the commencement of the next billing cycle.

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

TAXES AND LAWS. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on GPD’s net income, shall be paid by Customer, and Customer agrees to indemnify GPD and hold GPD harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

INDEMNIFICATION. Customer is responsible for and will indemnify GPD against any and all liabilities resulting from Customer’s failure to fully comply with this Agreement, and damage or injury caused by the electricity after its delivery to the Customer’s location.

CONFIDENTIALITY. Neither party shall disclose the terms of this Agreement to any third party (other than such party’s employees, lenders, counsel, transferees, assignees, accountants or other advisors) except in order to comply with any applicable law, order, regulatory or exchange rule.

EMERGENCY SERVICE. EMERGENCY SERVICE CONTACTS. In the event of a electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

Duquesne Light Co., 411 7th Ave., Pittsburgh, PA 15219	888-393-7000	888-393-7600
Metropolitan Edison P.O. Box 368, Akron, OH 44309	888-544-4877	800-962-4848
PECO, 2301 Market St, Philadelphia, PA 19101	800-841-4141	800-774-7040
Penelec, P.O. Box 368, Akron, OH 44309	888-544-4877	800-962-4848
Penn Power Co., P.O. Box 368, Akron, OH 44309	888-544-4877	800-774-1674
PPL, 827 Hausman Rd, Allentown, PA 18104-9392	800-342-5775	800-342-5775
West Penn Power, P.O. Box 368, Akron, OH 44309	888-544-4877	800-736-3404

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



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EXHIBIT A: Service Locations

ACCOUNT NUMBER	ADDRESS	CAPACITY OBLIGATION
MONTH/YEAR	ESTIMATED ANNUAL QUANTITIES (BASE LOAD)	



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SCHEDULE A:

BASE LOAD FOR BLOCKED ALL FIXED PRICE PURCHASES

MONTH/ YEAR	“Peak” - Monday Through Friday 7:00am – 11:00pm (“5x16”)	“Weekends” Saturday and Sunday 7:00am – 11:00pm (“2x16”)	“Off-Peak” Monday Through Sunday 11:00pm – 7:00am (“7X8”)