

STEVENS & LEE
LAWYERS & CONSULTANTS
17 North Second Street, 16th Floor
Harrisburg, PA 17101
(717) 234-1090 Fax (717) 234-1099
www.stevenslee.com

Direct Dial: (717) 255-7365
Email: mag@stevenslee.com

June 9, 2021

DATE OF DEPOSIT

VIA FEDERAL EXPRESS

Secretary Rosemary Chiavetta
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

JUN - 9 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Application of EcoPlus Power, LLC for Approval to Offer, Render, Furnish or Supply Electric Generation Services as a Supplier
Docket No. A-2021-_____**

Dear Secretary Chiavetta:

Enclosed for filing please find the Application of EcoPlus Power, LLC to provide service as an Electric Generation Supplier (EGS) in all of the electric distribution company service territories throughout the Commonwealth. Please note that Exhibits 4, 5 and 7 to the Application contain confidential information and have been marked as such. **EcoPlus Power, LLC respectfully requests confidential treatment of these Exhibits, and they are being provided in a separate envelope for filing under seal.**

A copy of the required Bond is being submitted with the Application package. EcoPlus Power, LLC has published notice of this Application in the required newspapers, and Proofs of Publication are enclosed as Appendix 10 to the Application.

Copies of this Application have been served on all of the Electric Distribution Companies in the Commonwealth and the required statutory advocates, the Attorney General, and the Department of Revenue, in accordance with the attached Certificate of Service. Thank you, and please feel free to contact me with any questions or concerns.

Sincerely,
STEVENS & LEE



Michael A. Gruin, Esq.

Enclosures

Allentown • Bala Cynwyd • Cleveland • Fort Lauderdale • Harrisburg • Lancaster
New York • Philadelphia • Princeton • Reading • Rochester • Scranton • Valley Forge • Wilkes-Barre • Wilmington
A PROFESSIONAL CORPORATION

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of **EcoPlus Power, LLC**, for approval to offer, render, furnish, or supply electricity or electric generation services as a **Supplier** to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (*including any fictitious name or d/b/a*), primary address, web address, and telephone number of Applicant:

EcoPlus Power, LLC
 631 Middletown Ave., Suite 1
 New Haven, CT 06513
 866-302-0559
 www.ecopluspower.com

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

Corporation Service Corp.
 2595 Interstate Drive, Ste. 103,
 Harrisburg, PA 17110
 717-526-4330

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.

Travis Tangredi

Title: COO
 Email: travis@ecopluspower.com Phone: 866-302-0559
 Fax: 203-445-4274

631 Middletown Avenue
 Suite 1
 New Haven, CT 06513
 Title: COO

DATE OF DEPOSIT

JUN - 9 2021

PA PUBLIC UTILITY COMMISSION
 SECRETARY'S BUREAU

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Michael A. Gruin
17 N. 2nd Street, 16th FL
Harrisburg, PA, 17101
Email: MAG@stevenslee.com
Phone: 717-255-7365
Fax: 610-988-0852

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** Provide the name, title, address, telephone number, FAX number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Electric Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed EGSS.

Travis Tangredi

Title: COO
631 Middletown Avenue, Ste. 1
New Haven, CT 06513
Email: travis@ecopluspower.com Phone: 866-302-0559
Fax: 203-445-4274

Taylor Dahn

Title: Operations Manager
631 Middletown Avenue, Ste. 1
New Haven, CT 06513
Email: taylor@ecopluspower.com
Phone: 866-302-0559
Fax 203-445-4274

2. **BUSINESS ENTITY FILINGS AND REGISTRATION**

- a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

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

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

or

The Applicant will not be using a fictitious name.

- b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**
(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

The Applicant is a sole proprietor.

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

or

The Applicant is a:

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

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

or

- The Applicant is a:
 - domestic corporation (15 Pa. C.S. §1308)
 - foreign corporation (15 Pa. C.S. §4124)
 - domestic limited liability company (15 Pa. C.S. §8913)
 - foreign limited liability company (15 Pa. C.S. §8981)
 - Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant’s charter documentation.
- Give name and address of officers.
-

See Department of State Foreign LLC Registration attached hereto as Appendix 1
 See Delaware Certificate of Organization attached hereto as Appendix 2

Officers: Sumit Takkar, Title: Chief Executive Officer
 631 Middletown Avenue, Ste. 1
 New Haven, CT 06513
 Email: sumit@ecopluspower.com
 Phone: 646-628-7203

Travis Tangredi, Title: Chief Operations Officer
 Email: travis@ecopluspower.com
 631 Middletown Avenue, Ste. 1
 New Haven, CT 06513
 Phone: 475-209-1002

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. **AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

Not Applicable

- b. **PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

None

4. OPERATIONS

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

Definitions

Supplier — an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.

Aggregator – an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.

Broker/Marketer – an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

- The Applicant is presently doing business in Pennsylvania as a
- municipal electric corporation
 - electric cooperative
 - local gas distribution company
 - provider of electric generation, transmission or distribution services
 - broker/marketer engaged in the business of supplying electricity services
 - Other; Identify the nature of service being rendered.

or

- The Applicant is not presently doing business in Pennsylvania.

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a *(may check multiple)*:

- Generator of electricity
- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
 - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

EcoPlus Power, LLC is a retail energy provider that will provide value-added electricity supply products to residential and small commercial customers in the PJM territories, with a plan to gradually expand into other markets.

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

- | | |
|---|--|
| <input type="checkbox"/> Citizens' Electric | <input type="checkbox"/> Pike |
| <input type="checkbox"/> Duquesne Light | <input type="checkbox"/> PPL |
| <input type="checkbox"/> Met-Ed | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> PECO | <input type="checkbox"/> Wellsboro |
| <input type="checkbox"/> Penelec | <input type="checkbox"/> West Penn |
| <input type="checkbox"/> Penn Power | |

Entire Commonwealth of PA

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

- Residential Customers
- Small Commercial Customers – (25 kW and Under)
- Residential and Small Commercial as Mixed Meter ONLY (**CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE**)
- Large Commercial Customers – (Over 25 kW)
- Industrial Customers
- Governmental Customers
- All of above (Except Mixed Meter)**
- Other (Describe):

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

August 1, 2021 or upon approval by the Commission

5. COMPLIANCE

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

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

None

- b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.

Not Applicable

- c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints, in the Commonwealth of Pennsylvania or any state, filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

EcoPlus Power, LLC has no actions or complaints to list.

- d. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above.

Not Applicable

6. PROOF OF SERVICE

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(Example Certificate of Service is attached at Appendix C)

- a. **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

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

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

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

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

Office of the Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101

- b. **EDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Electric Distribution Companies the Applicant proposed to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14. Contact information for each EDC is as follows.

Pike County Light & Power Company:
Vice President — Energy Supply
Corning Natural Gas Holding Corporation
330 West William Street
Corning, NY 14830

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

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

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

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

Met-Ed, Penelec, and Penn Power:

Legal Department
First Energy
2800 Pottsville Pike
Reading PA, 19612

UGI:

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

Citizens' Electric Company:

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

Wellsboro Electric Company:

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

7. FINANCIAL FITNESS

a. **BONDING:** In accordance with 66 Pa. C.S. Section 2809(c)(1)(i), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is . . .

- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **ORIGINAL** of another initial security for Commission approval, to ensure financial responsibility, such as a parental guarantee, in the amount of \$250,000.
- For Marketers and Brokers** – Filing for a modification to the \$250,000 requirement and furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

CRITICAL BONDING NOTES:

Applicant is required to maintain a bond or other financial instrument the entire time it maintains an EGS license with the Commonwealth of Pennsylvania. If Applicant's security instrument is not continuous, Applicant **MUST** submit a Rider, Amendment, or Continuation Certificate annually based on the expiration date of its security instrument.

At least sixty days (60) prior to the security instrument's expiration date, Applicant should contact Stephen Jakab at sjakab@pa.gov to determine the appropriate bonding amount based on a percentage of Applicant's gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, Applicant should overnight the updated security instrument(s) at least thirty (30) days prior to the expiration date to ensure adequate time for staff review and approval of the security instrument(s).

Template versions of a continuous bond, fixed-term bond, continuous letter of credit, and parental guarantee are attached at Appendix E, F, G, & H, respectively. Applicant's security must follow language from these examples, and must include the unmodified language outlined in Appendix D. Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.

- b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:
- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
 - Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
 - Applicant's accounting statements, including balance sheet and income statements for the past two years.
 - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
 - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
 - Audited financial statements exhibiting accounts over a minimum two year period.
 - Bank account statement, tax returns from the previous two years, or any other information that **demonstrates Applicant's financial fitness.**

See organizational structure attached hereto as Appendix 3

See Confidential Financial statements and bank statement attached hereto as Confidential Appendix 4

See Confidential Credit report attached hereto as Confidential Appendix 5

- c. **SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

EcoPlus Power, LLC is fully funded by its equity owners, as reflected on the financial statements and bank statement attached hereto. EcoPlus Power, LLC is in discussions with multiple lenders and expects to establish a line of credit and/or preferred supplier credit arrangements in order to provide supplemental funding for the procurement of electricity, and administrative and operational expenses as needed.

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

Not applicable

- e. **ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.
Sumit Takkar, CEO
631 Middletown Ave., Ste. 1
New Haven, CT 06513
sumit@ecopluspower.com
Phone -866-302-0559
Fax 203-445-4274

f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix I to this application.

All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

8. TECHNICAL FITNESS:

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

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

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

See Summary of Technical Fitness attached hereto as Appendix 6, and Confidential Business and Operational Plan, attached hereto as Confidential Appendix 7

b. **PROPOSED MARKETING METHOD** (*check all that apply*)

- Internal — Applicant will use its own internal resources/employees for marketing
- External EGS — Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate — Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party — Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- Other (Describe):

c. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes

No

If yes, will the Applicant be using verification procedures?

Yes

No

If yes, describe the Applicant's verification procedures.

EcoPlus Power, LLC expects to use audio Third party verification call recordings, provided by a leading provider of TPV service, and/or digital TPVs that conform to the Commission's regulation at 52 Pa. Code 111.7 an applicable Commission Orders.

- d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

See Summary of Technical Fitness attached hereto as Appendix 6 for a description of the Applicant's sales processes and oversight. All agents who communicate with customers regarding possible enrollment will be trained on all of the subjects required by 52 Pa. Code § 111. All sales vendors will be interviewed and required to provide trade references and a demonstrated track record of compliant sales. Vendors will be required to commit to adhering to all state and federal marketing and sales requirements, laws and regulations as part of their engagement with EcoPlus Power. Sales activity will be personally overseen by EcoPlus Power's Chief Operating Officer.

EcoPlus Power will implement a multi-step process for sales verification and quality assurance. For any enrollments performed by an agent, EcoPlus Power will utilize a separate digital or telephonic verification process as required by 52 Pa. Code 111.7. EcoPlus Power will also utilize technology to monitor locations and activities of any in-person marketing agents, and will develop a quality assurance monitoring program to contact a significant sample of all newly enrolled customers. All sales agent and vendors will be monitored for compliance and complaint activity, based on information received from customer complaints, quality assurance monitoring, and field observations. Agents and vendors who have an unsatisfactory compliance record will be terminated.

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

Officers: Sumit Takkar, Title: Chief Executive Officer
631 Middletown Avenue, Ste. 1
New Haven, CT 06513
Email: sumit@ecopluspower.com
Phone: 646-628-7203

Travis Tangredi, Title: Chief Operations Officer
Email: travis@ecopluspower.com
631 Middletown Avenue, Ste. 1
New Haven, CT 06513
Phone: 475-209-1002

See Officer resumes attached hereto as Appendix 8

- f. **FERC FILING:** Applicant has:

Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.

- Received approval from FERC to be a Power Marketer at Docket or Case Number ER21-1632-000 .
- Not applicable

9. DISCLOSURE STATEMENTS:

Disclosure Statements: If proposing to serve Residential and/or Small Commercial (under 25 kW) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix J to this Application.

- Electricity should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

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

See Sample Disclosure Statements attached hereto as Appendix 9

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:
- proof of registration as a PJM Load Serving Entity (LSE), or
 - proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

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

(Select only one of the following)

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

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

AGREED

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

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.
- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on [http://www.puc.pa.gov/consumer info/electricity/alternative energy.aspx](http://www.puc.pa.gov/consumer%20info/electricity/alternative%20energy.aspx). Scroll down to the Net Metering Standards Section.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(d).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

AGREED

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

AGREED

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

ACKNOWLEDGED

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

AGREED

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

AGREED

- h. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within twenty (20) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 54.34.

AGREED

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

AGREED

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

AGREED

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

PAYMENT ENCLOSED

11. AFFIDAVITS

Must be notarized before filing.

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

12. NEWSPAPER PUBLICATIONS

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

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

The chart below dictates which newspapers are necessary for each EDC. For example, an applicant that wants to operate in Penn Power would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Citizens' Electric						X	
Duquesne				X			
Met Ed		X	X		X		
PECO			X				
Penelec	X	X			X	X	X
Penn Power	X			X			
Pike					X		
PPL		X	X		X	X	
UGI					X		
Wellsboro						X	
West Penn		X		X		X	X
Entire Commonwealth	X	X	X	X	X	X	X

SEE PROOFS OF PUBLICATION ATTACHED AS APPENDIX 10

13. SIGNATURE

DATE OF DEPOSIT

Applicant: EcoPlus Power, LLC

By: *[Signature]*

JUN - 9 2021

Title: CEO

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

14. CHECKLIST

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections are complete.

Applicant: EcoPlus Power, LLC

Applicant's Use	<input checked="" type="checkbox"/>	Signature	
	<input checked="" type="checkbox"/>	Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY)	
	<input checked="" type="checkbox"/>	Application Affidavit	
	<input checked="" type="checkbox"/>	Operations Affidavit	
	<input checked="" type="checkbox"/>	Proof of Publication	
	<input checked="" type="checkbox"/>	Bond, Letter of Credit, or Parental/Affiliate Guarantee	
	<input checked="" type="checkbox"/>	Tax Certification Statement <i>(see Confidential Envelope)</i>	
	<input checked="" type="checkbox"/>	Commonwealth Department of State Verification	
	<input checked="" type="checkbox"/>	Certificate of Service	

PUC Secretary's Bureau Use

APPLICATION AFFIDAVIT

JUN - 9 2021

State of New York

:

ss.

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

County of Queens

:

Sumit Takkar, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He is the Chief Executive Officer of EcoPlus Power, LLC ;

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

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

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

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

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

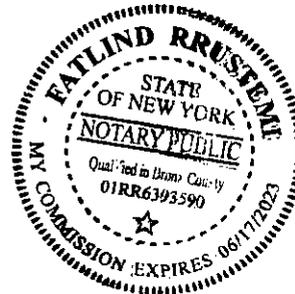
That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.

Signature of Affiant

Sworn and subscribed before me this 25 day of May, 2021.

Signature of official administering oath

My commission expires 06/17/2021



Appendix B

JUN - 9 2021

OPERATIONS AFFIDAVIT

PA PUBLIC UTILITY COMMISSION

State of New York_ _ : SECRETARY'S BUREAU

: SS.

County of Queens :

Sumit Takkar, Affiant, being duly sworn/affirmed according to law, deposes and says that:

He is the Chief Executive Officer of EcoPlus Power, LLC;

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

That EcoPlus Power, LLC, the Applicant herein, acknowledges that EcoPlus Power, LLC may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That EcoPlus Power, LLC, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render electric service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

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

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

Appendix B (Continued)

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

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

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

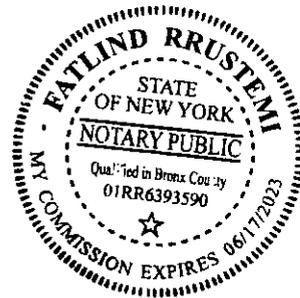


Signature of Affiant

Sworn and subscribed before me this 25 day of May, 2021.


Signature of official administering oath

My commission expires 06 / 17 / 2021.



APPENDIX 1

Pennsylvania Foreign LLC Registration

DATE OF DEPOSIT

JUN -9 2021

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS
401 NORTH STREET, ROOM 206
P.O. BOX 8722
HARRISBURG, PA 17105-8722
WWW.CORPORATIONS.PA.GOV

Stevens & Lee PC
Counter Pickup
PA

EcoPlus Power, LLC

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

Thank you for registering with the Department of State to do business in Pennsylvania. Like many other businesses, you may have employees, sell taxable products, or provide a taxable service to consumers in Pennsylvania. Please visit www.pa100.state.pa.us to register for Business Taxes with the PA Department of Revenue & Labor and Industry or visit www.Business.pa.gov to find answers to most common registration questions.

If you have any questions pertaining to the Bureau, please visit our website at www.dos.pa.gov/BusinessCharities Or you may contact us by telephone at (717)787-1057. Information regarding business and UCC filings can be found on our searchable database at www.corporations.pa.gov/Search/CorpSearch.

Entity number : 7257758

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

<input type="checkbox"/> Return document by mail to: Name _____ Address _____ City _____ State _____ Zip Code _____	Foreign Registration Statement DSCB:15-412 (rev. 2/2017)  TCO210412MC0980
<input checked="" type="checkbox"/> Return document by email to: mmz@stevenslee.com	

Read all instructions prior to completing. This form may be su.

Fee: \$250

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

EcoPlus Power, LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Delaware

4. The street and mailing address of the association's principal office.

631 Middletown Avenue Suite 1 New Haven CT 06513
Number and street City State Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

251 Little Falls Drive Wilmington DE 19808
Number and street City State Zip

PA DEPT OF STATE

APR 12 2021

5. The (a) address of the association's proposed registered office in this Commonwealth or (b) name of its Commercial Registered Office Provider and the county of venue is:

Complete part (a) OR (b) -- not both:

(a) _____
 Number and street City State Zip County

OR

(b) c/o: Corporation Service Company Dauphin
 Name of Commercial Registered Office Provider County

6. Check one of the following:

- The association may not have series.
- The association may have one or more series.

7. Effective date of registration of foreign association (check, and if appropriate complete, one of the following):

- The Foreign Registration Statement shall be effective upon filing in the Department of State.
- The Foreign Registration Statement shall be effective on: _____ at _____
 Date (MM/DD/YYYY) Hour (if any)

8. To be completed by Limited Liability Companies only. Check, and if appropriate complete, one of the following:

- The association is a limited liability company which is not organized to render any of the below professional service(s).
- The association is a restricted professional limited liability company organized to render one or more of the following professional service(s): (If this box is checked, one or more of the fields below must be checked.)

<input type="checkbox"/> Chiropractic	<input type="checkbox"/> Dentistry	<input type="checkbox"/> Law	<input type="checkbox"/> Medicine and surgery
<input type="checkbox"/> Optometry	<input type="checkbox"/> Osteopathic medicine and surgery	<input type="checkbox"/> Podiatric medicine	<input type="checkbox"/> Public accounting
<input type="checkbox"/> Psychology	<input type="checkbox"/> Veterinary medicine		

IN TESTIMONY WHEREOF, the undersigned association has caused this Foreign Registration Statement to be signed by a duly authorized representative thereof this 9th day of April, 2021.

EcoPlus Power, LLC
 Name of Association


 Signature

Sumit Takkar, CEO
 Title

APPENDIX 2
Delaware Certificate of Organization

DATE OF DEPOSIT

JUN - 9 2021

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "ECOPLUS POWER, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF FEBRUARY, A. D. 2021, AT 11:37 O`CLOCK A.M.



5156519 8100
SR# 20210511172

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 202543610
Date: 02-18-21

**STATE of DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE of FORMATION**

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:37 AM 02/18/2021
FILED 11:37 AM 02/18/2021
SR 20210511172 - File Number 5156519

- First:** The name of the limited liability company is EcoPlus Power, LLC.
- Second:** The address of its registered office in the State of Delaware is:

251 Little Falls Drive, New Castle County, Wilmington, Delaware 19808-1674.

The name of its registered agent at such address is Corporation Service Company.
- Third:** The existence of the limited liability company shall continue until cancellation of its Certificate of Formation.

IN WITNESS WHEREOF, the undersigned hereby executes this Certificate of Formation of EcoPlus Power, LLC on this 18th day of February, 2021.



Melissa M. Zeiders, Authorized Person

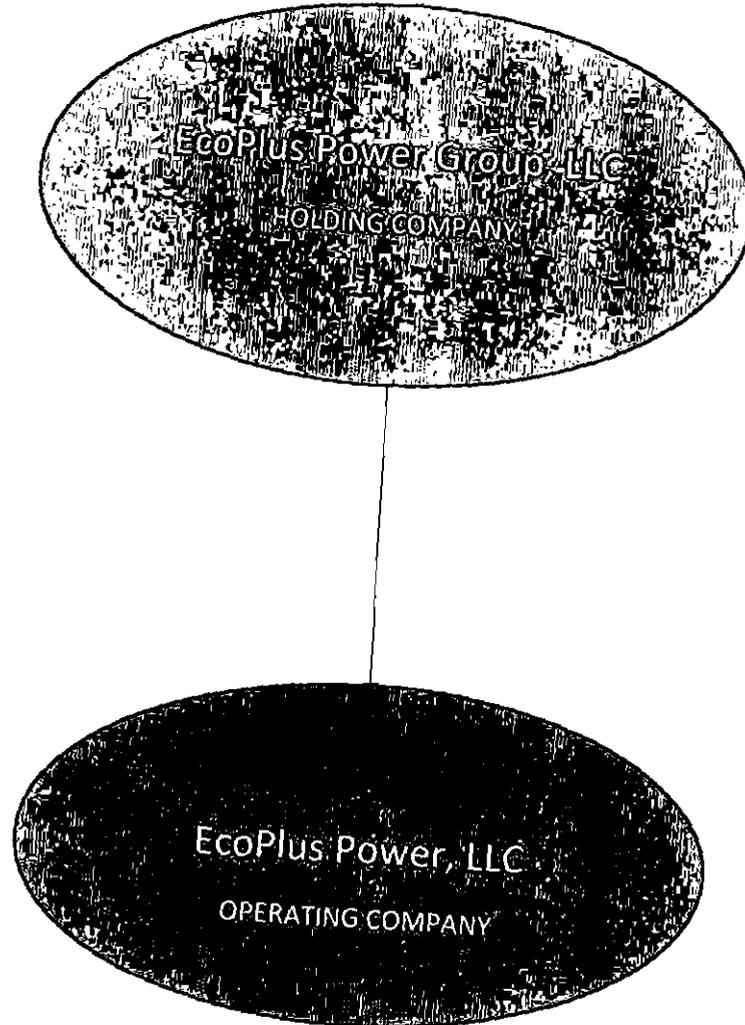
APPENDIX 3
Organizational Structure

DATE OF DEPOSIT

JUN -9 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Organizational Structure



APPENDIX 6
Summary of Technical Fitness

DATE OF DEPOSIT

JUN -9 2021

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Summary of Technical Fitness

Eco Plus Power, LLC (“EPP” or “Company”) was founded by retail energy industry veterans. EPP will capitalize on the core strengths of its team in the energy market operations, risk, technology sales, and marketing. EPP plans to focus its marketing efforts on residential and small commercial customers in deregulated energy markets in north eastern States. EPP will strive to provide superior customer service and value to its customers through various loyalty and reward programs. The Company has also engaged with leading technical and regulatory services providers to support and supplement its internal expertise. EPP will build a technology-driven platform with strong focus on internal controls and systems.

EcoPlus Power has a highly experienced executive management team with over 25 years of combined experience in the retail energy industry. Additionally, the Company has signed an agreement with industry leading provider GP Energy Management, a Wood Mackenzie Business for forecasting and analytics services, and has engaged the preeminent EDI vendor EC Infosystems for billing and EDI services. EcoPlus Power will be leveraging their expertise and combined with the capabilities of these best-in-class service providers as key support for the establishment of a successful and profitable energy supply company.

EPP received approval for Market Based Rate Authority from FERC on May 21, 2021 in Docket No. Dkt No. ER21-1632-000. and is in the process of obtaining membership in PJM Interconnection, LLC. EPP has also applied for Certification as a Competitive Retail Electricity Service Provider in Ohio.

EPP’s initial focus is serving residential and small commercial customers in deregulated markets in PJM territories, with a plan to gradually may expand into other markets. EPP will build strategic relationships will establish energy brokers and markets to cost effectively acquire customers in full compliance with regulatory standards.

EPP will also seek a Minority Owned Business Certification in each State it will serve customers. EPP plans to be a socially responsible company and will actively undertake corporate social responsibility initiatives to make societal and environment impacts.

EPP will have a dedicated in-house team for customer service and responding to customer complaints. The Company’s customer service representatives will be reachable by telephone, mail or email, Monday through Friday from 9 am to 5 pm (Eastern Time). EPP’s methods of customer contact will appear on its customer marketing materials and contracts.

EPP will implement a standard dispute resolution policy, with will include:

- gathering all relevant information regarding the dispute, including customer name, address, enrollment history, billing history, and customer contact notes;
- Investigation of the customer’s issue of concern, including interviewing a sales agent or customer service agent where relevant;
- Reporting back to the customer with the investigation’s findings and making a good faith effort to resolve the dispute fairly and expeditiously, either will refunds, billing credits, or modifications to the customer’s service plan;
- Customers will be asked to confirm whether their dispute has been satisfactorily resolved, which will be the goal in all cases;

- For customer disputes that cannot be resolved, customers are provided with contact information for the PUCO to pursue an unresolved dispute;

EPP will led be an experienced team of retail energy industry veterans with complimentary experience. Our initial team in combination with outside experts will help us efficiently run the operations. We will continue to evaluate our hiring needs and hire more people as we grow the business. We have budgeted for additional hires in our business plan to build a strong team.

Sumit Takkar, Chief Executive Officer

Email: sumit@ecopluspower.com

Phone: 646-628-7203

Sumit Takkar is an experienced business executive with an impeccable track record. He has extensive experience financing and advising companies in Energy sector with a focus on Retail Energy. Sumit has a proven track record of closing and managing over \$500 million transactions in retail energy, renewable energy, energy efficiency, etc.

Sumit has 12+ years of experience in retail energy sector and has gained a strong expertise in all aspects of business including risk management, regulatory compliance, energy markets, operations, etc.

Prior to become a founding partner at EcoPlus Power, Sumit was a President at Vantage Commodities Financial Services. Vantage provided financing to retail energy companies and other companies in the Energy sector. Sumit was hired to transform and grow the company. He successfully grew the company and rebuilt the team with a focus on operational excellence and risk management. Previously, Sumit worked as a Director at Maple Financial Group, a global financial institution. Sumit founded and led the group for Energy Finance and financed many retail energy companies. He supervised all aspects of the business including origination, execution, due diligence, and portfolio management with a multinational team in Canada and Germany. Prior to joining Maple, Sumit worked as a Director at LS Power Group, a leading investment firm in the Energy sector. Sumit focused on investment in retail energy companies. He also worked at First Capital which was acquired by Ares Capital. Sumit led the initiative for investing in retail energy companies, a nascent industry at the time and built this as a very profitable business for the company. He started his career with Deloitte where he worked in audit and consulting and has also served as Adjunct Faculty at New York University.

Sumit earned an MBA from Cornell University and is graduate of India's premier business college, Shri Ram College of Commerce. He is also a Chartered Accountant (CPA equivalent).

Travis Tangredi, Chief Operating Officer

Email: travis@ecopluspower.com

Phone: 203-928-9248

Travis Tangredi has over 10 years of experience in retail energy industry and has varied experience in financial management, business leadership and corporate strategy. Travis is the Founder of Worldwide Solutions, LLC and Flex Marketing, LLC. Both companies have multi-state operations and focus on direct marketing with innovative strategies within highly regulated environments. For over a decade, Travis has built an extensive and distinguished career as a result-driven and visionary entrepreneur in the retail

energy and telecommunications industries. As a founder of two companies, he has extensive experience managing operations and building strong companies.

Travis has spent his entire career in deregulated energy industry and has developed a strong background in marketing and operations. He has sharp attention to risk management and regulatory compliance and keen understanding of all aspects of running a retail energy company. He has strong expertise in analyzing historical power data, weather patterns, and congestion forecast data to determine pricing models. Travis built proprietary systems to automated contract delivery and price generation. He has also developed an end-to-end system for sales and analytics management and streamlined access to CRM, data, contract bookings and supplier data. In addition, Travis has been responsible for all financial functions, including accounting, audit, treasury, corporate finance, and investor relations.

Travis started his career as VP of Business Development for a multistate retail energy supplier and was responsible for profitable growth for the company within a short period. He developed each of the internal and external sales channels across multi platforms within the company and built out extensive sales and broker networks in over 7 states.

Travis also serves as a Member of the Board of the Connecticut Cancer Foundation supporting family members and loved ones facing the financial struggles associated with the fight against cancer in Connecticut & New York.

Travis earned a Bachelor of Science degree in Finance from Central Connecticut State University.

EPP will leverage the industry experience and will maintain optimal staffing and with diligent oversight outsource non-strategic activities such as accounting. We would aim to maintain efficient, best-in-class processes in all our functional areas. The Company's experienced staff will be primarily responsible for key functions within the organization, including energy procurement, customer enrollment and service, accounts payable, accounting, compliance and risk management financial planning, and reporting, with support from technical expert consultants. Experienced managers will also be employed to supervise marketing & sales, customer service, information technology, accounting, and regulatory compliance.

The Company's leaders strive to build a strong foundation by working with a team of industry experts with whom we also have worked together in different capacities over several years. This will complement the leadership team's expertise and help efficiently manage operations. The Company will utilize the services of the following technical consultants and vendors

I. EC Infosystems, EDI & Billing

EC Infosystems, a leader in Electronic Data Interchange (EDI) and Billing/Customer Information Solutions for companies in the deregulated energy industry. It has 25+ years industry experience serving more than 300 clients in the deregulated energy industry across the United States, Canada, Mexico, and Europe. We have contacted with them to use their market leading platforms:

- EDI - EC Infosystems is the largest and most widely used EDI service provider in the deregulated energy marketplace. It facilitates round-the-clock NAESB/GISB compliant EDI transaction processing at its state-of-the-art facility in Long Island, New York. EC Infosystems

offers fully hosted and outsourced EDI transaction management services to companies in EDI startup mode and organizations with well-established EDI operations.

- Billing - As the energy industry's most widely used billing platform, the UtiliBill system gives energy marketers the ability to manage the life cycle of their customers from prospecting to enrollment to billing and rate management as well as retention. With a sophisticated user interface, complex billing products, exception management, and technical resources like API's, database exports, and a mini SQL server, marketers are in more control of their customer and data workflows than ever before.

The UtiliBill system seamlessly integrates with EDI data, supporting the necessary transaction sets in all the deregulated ISO markets. Energy suppliers who utilize this billing platform can easily review, initiate, and report on all of their EDI transaction with any one of their trading partners.

GP Energy Management, a Wood Mackenzie Business

GP Energy Management has 10+ years of extensive experience in retail energy markets and provides a wide range of energy services, including energy management, consulting, and commodity risk and operations support, to its customers. Wood Mackenzie, a Verisk (Nasdaq:VRSK) business, is a trusted source of technical and commercial intelligence for the world's natural resources sector.

GP Energy Management will provide the following services to EPP:

- Customer pricing model
- Load forecasting and scheduling
- ISO settlement services
- ISDA negotiation and bilateral transaction management
- Hedging and portfolio risk management
- REC management
- Trading management
- Regulatory support

Legal Counsel - Michael A. Gruin, Shareholder at Stevens and Lee

Michael concentrates his practice in the areas of energy and public utility law. Michael has assisted many energy suppliers with their growth and market expansion. His guidance to energy suppliers includes licensing and regulatory compliance for new market entry, corporate formation, negotiation of ISDAs, financing, and preferred supplier agreements, mergers and acquisitions, utility coordination issues, vendor agreements and state commission relations.

Michael's public utility clients include electricity and natural gas suppliers, pipeline companies, national and regional telecommunications providers, electric distribution companies, water and wastewater companies, alternative energy companies, and large utility consumers. He advises his clients in a wide range of legal and utility regulatory matters, including tariff and rate issues, licensing, sales and marketing compliance, financing transactions, customer privacy issues, advanced metering infrastructure, consumer complaints, transfers of control and public utility commission rulemakings and investigations.

FERC and Regulatory Compliance - K.C. Hairston, Balch and Bingham

K.C. Hairston's practice focuses on the day to day business, legal and regulatory needs of utilities, including Commodity Futures Trading Commission (CFTC), Energy Information Administration (EIA), Federal Energy Regulatory Commission (FERC), North American Electric Reliability Corporation (NERC), and Nuclear Regulatory Commission (NRC) compliance issues.

K.C. is a member of the Edison Electric Institute's (EEI's) Contract Drafting Committee; the Western Systems Power Pool's (WSPP's) Contract Committee; the International Energy Credit Association's (IECA's) Board of Directors; and serves as counsel to the North American Energy Markets Association (NAEMA).

Marketing, Training and Quality Assurance Program

I. Introduction

EcoPlus Power Marketing Training and Quality Assurance Program (“Program”) provides the requisite training and review standards that will govern the operation of EcoPlus Power’s marketing programs and modalities. This Program is designed to ensure that all marketing efforts are conducted in a manner consistent with applicable legal standards and best practices, marketing representatives are conversant with the competitive retail energy market and the products and services offered by EcoPlus Power, and that the information provided to customers is accurate, relevant and understandable.

The Program will be implemented under the supervision of the Chief Operations Officer and/or the Director of Sales and Marketing.

II. Training of Employee Representatives

A. All individuals hired by EcoPlus Power to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:

1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of EcoPlus Power and the local distribution utility (“LDU”).
2. Knowledge of the relevant sections of the market soliciting.
3. Knowledge of other applicable laws, rules and regulations.

4. Information concerning the products and services offered by EcoPlus Power, including details of EcoPlus Powers rates, payment options, agreement terms, and the customers' right to cancel, including the applicability of any early termination fee;
 5. The requirement to provide the customer with a toll-free number from which the customer may obtain information about EcoPlus Power's mechanisms for handling billing questions, disputes, and complaints.
 6. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
1. The representative should never make false or misleading representations including misrepresenting rates or savings offered by EcoPlus Power.
 2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of EcoPlus Power.
 3. In the case of in-person marketing, display the EcoPlus Power photo-ID.
 4. The representative should never represent that the EcoPlus Power marketing representative is an employee or representative or acting on behalf of a distribution utility.
 5. The representative should always cover the subjects listed in the Customer Disclosure Statement.
 6. The representative must adhere to the standards applicable to each type of marketing approach.
 7. EcoPlus Power will emphasize that all representatives are obligated to comply with the information and standards provided during the Program and failure to so comply is grounds for immediate termination of employment. The training will consist of written texts provided to the employee representative as well as classroom instructions provided initially to new employee representative and two sessions per year to all employee representatives.

8. All agents communicating with customers regarding possible enrollment will be trained on the following subjects as required by 52 Pa. Code § 111:

(1) State and Federal laws and regulations that govern marketing, telemarketing, consumer protection and door-to-door sales, including consumer protection regulations in Chapters 54 and 62 (relating to electricity generation customer choice; and natural gas supply customer choice), applicable provisions in Chapters 56, 57 and 59 (relating to standards and billing practices for residential utility service; electric service; and gas service) and the act.

(2) Responsible and ethical sales practices

(3) EcoPlus Power's products and services.

(4) EcoPlus Power's rates, rate structures and payment options.

(5) The customer's right to rescind and cancel contracts.

(6) The applicability of an early termination fee for contract cancellation

(7) The necessity of adhering to the script and knowledge of the contents of the script if one is used.

(8) The proper completion of transaction documents.

(9) EcoPlus Power's disclosure statement.

(10) Terms and definitions related to energy supply, transmission and distribution service as found in the dictionary of utility terms

(11) Information about how customers may contact EcoPlus Power to obtain information about billing, disputes and complaints.

(12) The confidentiality and protection of customer information and §§ 54.43(d) and 62.114 (relating to standards of conduct and disclosure for licensees).

III. Quality Assurance Program

EcoPlus Power will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with EcoPlus Power's best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

A. In-House Telemarketing

1. EcoPlus Power will design and review the marketing script to be used for all sales solicitations.
2. All telemarketing will comply with applicable Do-Not-Call laws and regulations.
3. The representative will be provided with current accurate data concerning the products and services offered by EcoPlus Power.
4. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
5. EcoPlus Power will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third-party verification companies hired by EcoPlus Power or an automated voice verification system owned and operated by EcoPlus Power. All recordings and TPV will follow the requirements designed to confirm customer's intent to both initiate and enroll supply service with EcoPlus Power or to continue or modify the service they receive from EcoPlus Power.
6. EcoPlus Power will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. EcoPlus Power will work with the representative to address any identified deficiency. EcoPlus Power will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with EcoPlus Power's quality control standards.
7. Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by EcoPlus Power as required, using Sales Agreement forms that have been previously reviewed by EcoPlus Power counsel.
8. EcoPlus Power will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

B. Electronic and Internet Marketing

1. The website solicitation and materials will follow the requirements designed to confirm the customer's intent to either initiate or enroll supply service with EcoPlus Power or to continue or modify the service they receive from EcoPlus Power.
2. The website will incorporate the matters listed in the Customer Disclosure Statement.
3. The website will include the latest product offers available from EcoPlus Power.
4. The website will incorporate all the requirements and standards set forth by each local utility and commission applicable laws.
5. Within 3 business days of final agreement to initiate service, EcoPlus Power will send an electronic confirmation notice to the customer at the customer's e-mail address.
6. EcoPlus Power will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

C. Door-to-Door Marketing (DTD)

1. This applies to DTD sales as in applicable state and federal laws, and are generally defined to mean a sale, lease or rental of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller.
2. All DTD sales representatives will, to the maximum possible extent, be retained as Independent Contractors of EcoPlus Power and will be primarily compensated on a commission basis.
3. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of city, state, and federal laws.

4. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the EcoPlus Power photo-ID; the salesperson shall inform the customer that he/she represents EcoPlus Power, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding EcoPlus Power's products and services immediately upon request which shall include EcoPlus Power's name and telephone number for inquires, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.
5. The sales person will also be instructed regarding the provisions of Personal Property Law.
6. A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with EcoPlus Power's standards. The salesperson will be informed of any deficiencies and the corrective action (s) to be taken.
7. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
8. All representatives must perform verifications through either third-party verification companies hired by EcoPlus Power or an automated voice verification system owned and operated by EcoPlus Power. All recordings and TPV will follow the requirements designed to confirm the customer's intent to either initiate and enroll supply service with EcoPlus Power or continue or modify the service they receive from EcoPlus Power. EcoPlus Power will design and review the script used for such DTD verification.
9. EcoPlus Power will on a random and regular basis conduct in-field reviews of the DTD solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. EcoPlus Power will work with the representative to address any identified deficiency. EcoPlus Power will reserve the

right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with EcoPlus Power's quality control standards.

10. EcoPlus Power will on a random and regular basis review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. EcoPlus Power will work with the representative to address any identified deficiency. EcoPlus Power will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with EcoPlus Power's quality control standards.
11. EcoPlus Power will design and review the marketing script and verifications to be used for all DTD sales solicitations.
12. EcoPlus Power will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with EcoPlus Power.
13. The DTD salesperson shall be required to wear a shirt and/or jacket provided by EcoPlus Power that contains the EcoPlus Power logo and otherwise dress in a neat and presentable manner.
14. The DTD salesperson shall be required to wear in a conspicuous location the EcoPlus Power photo-ID.

D. In Person Marketing (other than DTD)

1. EcoPlus Power will design and review the marketing script to be used for all sales solicitations.
2. The representative will be provided with current accurate data concerning the products and services offered by EcoPlus Power.
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. EcoPlus Power will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative

will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. EcoPlus Power will work with the representative to address any identified deficiency. EcoPlus Power will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with EcoPlus Power's quality control standards.

5. Copies of all Sales Agreements will be provided to each customer that is enrolled by EcoPlus Power as required by law, using Sales Agreement form that have been previously reviewed by EcoPlus Power counsel and submitted to the Department, that are designed to comply with applicable laws.
6. EcoPlus Power will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.
7. The salesperson shall be required to wear in a conspicuous location the EcoPlus Power photo-ID.

E. Direct Mail Marketing

1. EcoPlus Power will review and prepare all materials used in a direct mail solicitation.
2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement.
3. EcoPlus Power will employ direct mail solicitations that are consistent with the UBP and applicable law.

F. External Marketing

This section outlines the procedures applied by EcoPlus Power where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of EcoPlus Power.

1. EcoPlus Power will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of EcoPlus Power.

2. EcoPlus Power will require the provision of at least two references.
3. EcoPlus Power will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. EcoPlus Power will provide the vendor Company ABC's written training materials.
5. EcoPlus Power will prepare all sales and verification scripts used by the vendor.
6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by EcoPlus Power.
7. Vendors retained by EcoPlus Power must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
8. EcoPlus Power will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

IV. Dispute Resolution Process

EcoPlus Power will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.

1. When EcoPlus Power receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.
2. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a Supervisor, who will review the matter and respond to the customer within five (5) business days.
3. Upon receipt of a complaint forwarded by the Commission or other governmental agency, EcoPlus Power will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.

4. EcoPlus Power will cooperate with the Department and the Commission regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
5. In the event of any dispute involving a sales agreement and/or authorization, EcoPlus Power will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the acceptance and/or authorization within five (5) calendar days after a request from the Department.

V. Document Retention

EcoPlus Power will retain written agreements and/or authorizations for two (2) years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer.

VI. Modification

The Program may be subsequently modified or revised to accommodate changing business operations, regulatory requirements, and interactions with customers.

Appendix 8
Officer Resumes

DATE OF DEPOSIT

JUN -9 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

SUMIT TAKKAR

New York, NY | (646) 628-7203 | sumittakkar1@gmail.com

SUMMARY

- Business executive with strong experience financing and advising companies in Energy sector with a focus on Retail Energy
- Extensive experience of closing many transactions in Retail Energy, Renewables, Energy Efficiency, etc. with an impeccable track record
- Advanced knowledge of Energy markets and expertise in Risk Management

EXPERIENCE

Vantage Commodities Financial Group (*Energy finance company*)

New York

President

2016 – 2020

- Turned around an Energy Finance company with several retail energy loans in workouts. Successfully restructured the company, rebuilt the portfolio achieving profitability within 15 months.
- Led all aspects of the business including origination, credit analysis, portfolio risk, exposure management, P&L, etc.
- Restructured and designed IT systems and processes and implemented new portfolio risk management system
- Target market – Retail Energy, Renewables, Energy Brokers, Energy Efficiency, Demand Response, Energy Tech Companies, etc.

Maple Financial Group (*a global investment bank with \$10 billion in assets*)

New York

Director

2013 – 2016

- Led the group for providing structured debt with a focus in Retail Energy Sector. Managed all aspects of the business including origination, execution, due diligence and portfolio management with a multinational team in Canada and Germany
- Developed sophisticated IT systems and processes to manage the portfolio, including various automated reports for risk analytics
- Prepared credit risk policies and trained team members for credit analysis, risk management and reporting
- Successfully developed a new business for Maple with over \$150 million transactions closed

LS Power Group (*investment firm with over \$15 billion in AUM*)

New York

Director

2011 – 2012

- Led the initiative for credit investments in Energy, including Retail Energy, Renewables, Energy Efficiency, etc.
- Managed all key processes including transaction sourcing, investment evaluation, due diligence, and portfolio management
- Hired and mentored junior staff to help them perform underwriting and portfolio management
- Sourced and evaluated private equity transactions in energy sector with a focus in retail energy

First Capital (*acquired by Ares Capital*)

New York

Vice President

2007 – 2011

- Originated and managed middle market debt transactions via relationships with investment banks, private equity firms and mezzanine investors
- Developed Retail Energy Finance business, including evaluating various legal and regulatory issues, creating finance structures and risk policies
- Consistently ranked top among my peers. Closed 20+ transactions aggregating over \$400 million with a focus in Energy sector
- Conducted due diligence, prepared detailed financial models, including relevant debt structure and credit ratios

ICICI Bank

Mumbai

Senior Manager

2003 – 2005

- Facilitated forex fund management with 45 international banks, averaging daily settlement of \$3 billion
- Managed relationships with global banks and negotiated account terms that generated annual savings of \$2 million

Deloitte

New Delhi

Assistant Consultant

1999 – 2003

- Led teams at multiple audit and assurance projects and managed client relationships with leading corporate clients
- Created valuation models, performed industry analysis and prepared presentation materials

EDUCATION

CORNELL UNIVERSITY, Johnson Graduate School of Management

Ithaca, NY

Master of Business Administration

Aug 2005 - May 2007

UNIVERSITY OF DELHI, Shri Ram College of Commerce (*premier business college of India*)

New Delhi

Bachelor of Commerce (Honors)

Jun 1996 – Jun 1999

OTHERS

- Adjunct Faculty, New York University (Credit Risk and Corporate Finance courses)
- Chartered Accountant (CPA Equivalent)

TRAVIS TANGREDI

110 Darley Drive | Hamden, CT
(203) 928-9248 | travis.tangredi@gmail.com

SKILLS & AREAS OF EXPERTISE

Supply Chain Management | P&L Responsibility | Compliance and Regulatory
Strategic Partnerships | Operations and Billing Analytics | Team Management and Development
Client Management and Retention | Brand Marketing and Development | Energy Markets Analysis
Risk Analysis and Hedging | Strategic Partnerships | Lead Generation

PROFESSIONAL EXPERIENCE

WORLDWIDE SOLUTIONS, New Haven, CT

2019 – Present

Founder

Worldwide Solutions is an industry leading, fully regulatory compliant premier domestic call center specializing in the handling of inbound and outbound communications for domestic utility and energy providers, telecom services, insurance companies, and technology services.

Key Accomplishment:

- Oversee all compliance activities and ensure strict adherence to TCPA regulations and processes.
- Developed billing analytics and automated customer and contract flow.
- Created loyalty programs and developed all sales and marketing material.
- Established robust lead generation through direct sales channels and handle inbound and outbound sales calls and contract generation.
- Hired all staff and oversaw all human resources activities.
- Develop and oversee strategic partnerships and revenue sharing programs with other call centers.

FLEX MARKETING, LLC, New Haven, CT

2011 – Present

Founder and President

Flex Marketing is a comprehensive outsourced provider of services for the telecommunications and energy industries serving residential clients and private and publicly traded companies in the energy and telecoms sectors.

Key Accomplishments:

- Built a deregulated energy and telecom services company which has consistently delivered significant YOY revenues in excess of \$1M.
- Contributed to the creation and development of over 200 hundred new jobs and established local offices in nine states.
- Responsible for all project funding and business strategy and expansion initiatives.
- Analyze historical power data, weather patterns, and congestion forecast data to determine pricing models.
- Oversee revenue prediction and hedging activity.
- Developed a robust direct sales channel with an emphasis on direct and in person client engagement.
- Monitor and ensure all regulatory and state licensing and compliance activities are followed.
- Streamlined operational efficiencies and automated contract delivery and price generation.
- Oversee human resources and payroll activity for the entire company in all nine states.
- Developed an end-to-end system for sales and analytics management and streamlined access to CRM, data, contract bookings and supplier data.
- Significantly reduced expenses through the establishment of strategic vendor relationships and partnership development.

STARION ENERGY, Middlebury, CT**2009 – 2011****Vice President of Business Development**

Starion Energy is a competitive energy supplier offering residential and commercial clients cost effective energy solutions in the restructured natural gas and energy markets. It has enjoyed steady and consistent growth since its founding and currently operates in 13 states.

Key Accomplishment:

- Collaborated with executive team to conceptualize and execute fully integrated sales and marketing strategies.
- Designed and implemented customer acquisition and retention program which resulted in...
- Managed a team of sales agents, analysts and technical support personal.
- Performed analytical research and designed region specific marketing initiatives.
- Developed and taught all training, brokerage, and compliance protocols for residential and business-to-business sales agents.

UTILITY EXCHANGE, LLC New Britain, CT**2008 – 2011****President**

Utility Exchange, LLC is a licensed electric aggregator that pooled commercial and residential customers and negotiated superior energy rates.

Key Accomplishment:

- Provided the strategic development and direction of the company.
- Monitored and analyzed all developments in the energy market, and was responsible for all contract negotiation.
- Oversaw all operational measures and ensured strict regulatory compliance.
- Developed and built a network of over 300 direct sales agents in over 7 states.
- Established key industry relationships and strategic partnerships.
- Provided energy solutions and services to over 100,000 commercial and residential clients.

COMMUNITY INVOLVEMENT

Connecticut Cancer Foundation**2009 – Present****Member, Board of Directors**

Have directed fundraising activities and employee participation for one of Connecticut's largest non-profit organizations. CCF reduces the financial burden for families who struggle to meet every day living expenses, and have extended almost \$10M to families in need since inception.

Connecticut Cancer Foundation**2019 – Present****Celebrity Golf Classic**

Responsible for the development and support of the annual celebrity golf tournament that consistently results in a six-figure donation to one of Connecticut's largest fund raising programs for families in need of financial aid in the fight against cancer. Coordinated donors and sponsors, and have helped to secure celebrity participants.

EDUCATION

Bachelor of Arts in Finance
Central Connecticut University, 2006

CERTIFICATIONS

**CT Security Guard (Guard Card) Training | CPR and First Aid AED American Heart Association
Practical and Tactical Handcuffing (PATH) | Pepper Spray Certification (OCAT)
Baton Tactics Certification | (MOAB) Management of Aggressive Behavior
Active Shooter Training: Rapid Response and Event Survival | Workplace Violence Protection**

Certified HIPAA Professional (CHP) A level -1 designation covering ground-level HIPAA compliance for executives in healthcare organizations who have access to confidential patient information.

Certified HIPAA Administrator (CHA) This certification is for executives in healthcare organizations and focuses on patient data compliance and the relevant dissemination and adherence to HIPAA guidelines.

Certified HIPPA Security Specialist (CHSS) This advanced level designation requires that executives in a healthcare organization maintain strict levels of security standards regarding the storage and handling of electronic medical records and other sensitive patient data.

Appendix 9
Sample Disclosure Statements

DATE OF DEPOSIT

JUN - 9 2021

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

Pennsylvania Fixed Price Electricity Supply Contract Summary

VALID FROM ___ TO ___

Electric Generation Supplier Information	<p>EcoPlus Power, LLC 631 Middletown Avenue, Suite 1, New Haven, CT 06513 Phone: 1-866-302-0559 Website: www.ecopluspower.com PUC License No.: ----- You have chosen EcoPlus Power, LLC as your electric generation supplier. EcoPlus Power, LLC is not affiliated with your Electric Distribution Company ("EDC"). EcoPlus Power, LLC is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity</p>
Price Structure	<p>This is a Fixed Price Contract.</p>
Generation/Supply Price	<p>Your initial term price under this fixed rate Agreement is ___¢/per kWh effective for (12) twelve billing cycles. This price above reflects the cost of electricity including the EcoPlus Power, LLC Green program and the Wind RECs.</p>
Statement Regarding Savings	<p>There are no guaranteed savings.</p>
Deposit Requirements	<p>None</p>
Incentives	<p>(INSERT INFORMATION ABOUT RENEWABLE ENERGY)</p>
Contract Start Date	<p>This Agreement will begin with your first meter read by your Utility following your accepted enrollment with EcoPlus Power, LLC</p>
Contract Duration/Length	<p>12 billing cycles</p>
Cancellation/Early Termination Fees	<p>There is no early termination fee.</p>
End of Contract/	<p>Following the Initial Term, your account will automatically renew on a month-to-month at a variable rate. If you have a fixed duration contract that will be ending, or whenever EcoPlus Power, LLC wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.</p>
Right of Rescission	<p>You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting EcoPlus Power, LLC by phone at 1-866-302-0559 or by email at _____</p>



**CUSTOMER DISCLOSURE STATEMENT AND
AGREEMENT TO PURCHASE ELECTRICITY
ECOPLUS POWER, LLC
PENNSYLVANIA FIXED PRICE TERMS OF SERVICE**

EcoPlus Power, LLC. (“EcoPlus Power”) is an Electric Generation Supplier licensed by the Pennsylvania Public Utility Commission (“PUC”) to offer and supply electricity to customers in the Commonwealth of Pennsylvania (License No. 00-0000). The PUC does not regulate the prices or other charges from EcoPlus Power found in this Agreement. Customer understands that EcoPlus Power is not affiliated with or representing the Electric Distribution Company (“EDC”) or the PUC.

The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will continue to receive your bill from your EDC for all supply and delivery charges, your EDC will continue to provide all emergency repairs and services. EcoPlus Power will supply all the electricity that the Customer needs for its home or business (“Supply Service”).

Definitions - Generation Charges: The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. **Transmission Charges:** The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply

- 1. Term of Service:** These Terms of Service, together with your Third-Party Verification (“TPV”) and/or Customer Application, and your Contract Summary, constitute the agreement (“Agreement”) between EcoPlus Power and the customer (“you” or “Customer”).
- 2. Agreement to Purchase Electricity:** This agreement serves as the agreement for electricity supply . to be provided to you by EcoPlus Power. Subject to EcoPlus Power’s acceptance of this Agreement and enrollment by your EDC you agree to become an EcoPlus Power customer and appoint EcoPlus Power as your limited agent to perform the necessary tasks associated with your supply service and fulfill the terms of this agreement. EcoPlus Power agrees to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured or estimated by your EDC, all in accordance with the prices and other terms and conditions set forth in this agreement. Your electricity will be delivered to you by your EDC. Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in the contract summary. This Agreement is contingent upon Customer providing complete and accurate information to EcoPlus Power and subject to final acceptance by EcoPlus Power.
- 3. Right of Rescission:** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting EcoPlus Power, LLC by phone at 1-866-302-0559 or by email at customerservice@ecopluspower.com.
- 4. Price and Billing:** This is a fixed price agreement. The fixed price that you will pay for electricity supply during the Initial Term of this Agreement is set forth on your Contract Summary. The prices will be effective starting with your first date of service with EcoPlus Power and will remain fixed for the Initial Term of this Agreement. The price for electricity generation supply may be higher or lower than the EDC’s price in any particular month. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. EcoPlus Power will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period. This Agreement does not include your EDC’s service and delivery charges.



- 5. Contract Length and Renewal:** EcoPlus Power will begin providing your electricity generation beginning on the date set by your EDC your Agreement shall continue for the period set forth on the attached Contract Summary (the “Initial Term”). If you have a fixed duration contract that will be ending, or whenever EcoPlus Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the changes become effective. These notifications will explain your options. Unless another option is chosen, upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis (the “Renewal Period”) with no early termination fee under a variable rate. To the extent that you purchased a Renewable Plan at the time of enrollment, during the Renewal Period, the product you purchase and/or automatically will be provided, will not be a Renewable Energy Plan product.
- 6. Renewable Energy Plan:** If you are selecting our Renewable Energy Plan pursuant to this Agreement, you are agreeing to purchase from EcoPlus Power a product that is supported 100% by renewable energy credits (“RECs”), in an amount sufficient to match your annual consumption from your EDC, in addition to the mandatory renewable portfolio standard requirements for the state in which the Accounts are located, during the term of this agreement. The availability of electric generation facilities varies hour to hour, and from season to season, as does electricity use by customers. EcoPlus Power may take up to three (3) months following the close of a calendar year to make up any deficiency in the volume of renewable energy certificates needed from particular generation facilities associated with your Renewable Energy Plan.
- 7. Termination by Customer:** Customer may terminate this Agreement at any time by contacting EcoPlus Power. If Customer terminates this Agreement and, as a result, effectively cancels service prior to the expiration of the Initial Term, an early termination fee may apply, as stated in your Contract Summary. An early termination fee will not apply if you terminate this Agreement because you relocate outside of the Utility’s service territory or to an area where EcoPlus Power charges a different price. If you terminate this Agreement, you will be returned to the EDC’s default service unless you choose another retail supplier. The termination date will be determined as set forth in the EDC’s tariff and applicable law. You will be obligated to pay for electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different retail supplier or returning to default service, EcoPlus Power will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of services from EcoPlus Power.
- 8. Termination by EcoPlus Power:** EcoPlus Power reserves the right to terminate this Agreement for any reason upon by providing written notice to the Customer at the address provided. Common reasons for EcoPlus Power to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If EcoPlus Power terminates this Agreement early, you will be returned to your Utility’s standard service unless you choose another retail supplier, without penalty.
- 9. Billing & Payment:** Your EDC will send you a consolidated bill for each Billing Cycle that will include your EDC’s distribution charges, EcoPlus Power’s electricity supply charges, any other charges incurred in accordance with the EDC’s billing and payment terms. The amount of electricity used will be measured or estimated by the EDC. Depending on the date of the meter read, your bill may be prorated. You will make all payment directly to the EDC, and your payment will be due to the EDC by the date specified in the EDC bill. Any unpaid amounts may be subject to late payment charges. Your EDC may request a security deposit for amounts which include supplier charges. Your EDC maintains the right to terminate service for any unpaid



utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

- 10. Disputes:** You understand that EcoPlus Power will attempt to resolve any disagreement or complaint you may have. EcoPlus Power will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.
- 11. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN PENNSYLVANIA. NEITHER PARTY MAY ALTER, AMEND, OR OTHERWISE CHANGE THE BINDING OBLIGATION TO ARBITRATE DISPUTES SET FORTH IN THIS PROVISION WITHOUT THE EXPRESS CONSENT OF THE OTHER PARTY. BY ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES TO BINDING ARBITRATION AND WILL NOT PURSUE ANY FURTHER ACTION IN A COURT OF LAW. 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.**
- 12. Force Majeure:** EcoPlus Power will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events out of EcoPlus Power's reasonable control may result in interruptions of service. EcoPlus Power will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. EcoPlus Power is not responsible for transmitting or distributing electricity. Therefore, you agree that EcoPlus Power is not, and shall not be, liable for damages caused by Force Majeure Events, including but not limited to. Acts of God, changes in law, rules, or regulations or other acts of any governmental authority (including the Commission of PJM as applicable), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond EcoPlus Power's reasonable control.
- 13. Information Release:** You authorize EcoPlus Power to obtain information from the EDC related to the account including without limitation account name, account number, billing address, service address, telephone number, service type, historical electricity usage, rate classification, meter readings, characteristics of electricity supply, and billing and payment information. These authorizations will remain in effect as long as the Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to EcoPlus Power at contact information provided. EcoPlus Power will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law, and will not release the customer's private confidential information to a third party without the customer's express consent.
- 14. Limitations of Liabilities:** LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. ECOPLUS POWER WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. ECOPLUS POWER IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOT ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THRID-PARTY BENEFICIARIES TO THIS AGREEMENT.
- 15. Indemnification- EcoPlus Power's Representations and Warranties: Limitation:** You are responsible for,



and will immediately indemnify EcoPlus Power against, any and all loss or damage resulting from (a) your failure to fully comply with this Agreement; or (b) your use or misuse of electricity after it is delivered to you. THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE EDU AND WILL BE SUPPLIED FROM A VARIETY OF ELECTRIC GENERATION SOURCES INCLUDING THE ELECTRICITY PROVIDED PURSUANT TO ANY RENEWABLE ENERGY PLAN REQUIREMENT. ECOPLUS POWER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. ECOPLUS POWER EXPRESSIVELY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS OF RA PARTICULAR PURPOSE.

16. Contact Information:

Supplier Information: You may contact EcoPlus Power in one of the following ways: (a) call 866-302-0559 Monday through Friday 8:00 a.m. to 8:00 p.m. EST and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice); or (b) write to EcoPlus Power at 631 Middletown Avenue, Suite 1, New Haven, CT 06513 (be sure to include your account number(s)). EcoPlus Power's website address is: www.ecopluspower.com (c) You may email EcoPlus Power at: customerservice@ecopluspower.com

Public Utility Commission: PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380 Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, or other successor media platform as determined by the Commission, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at 800-6560 or www.oca.state.pa.us.

- 17. Taxes:** Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. Any tax levied against EcoPlus Power by any governmental entity that must be paid by EcoPlus Power, exclusive of EcoPlus Power's income tax or taxes levied on EcoPlus Power's real or personal property, shall be passed through to and paid by you. You must provide EcoPlus Power with any applicable exemption certificates.
- 18. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Green Choice shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.
- 19. Miscellaneous:** This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania, without regard for the conflicts of law provisions thereof. Subject to regulatory approvals and any required notice from EcoPlus Power, EcoPlus Power may assign this Agreement without your consent. EcoPlus Power may transfer or sell this Agreement or your account in connection with any financing. EcoPlus Power may also transfer this Agreement to any of its affiliates and assign this Agreement to anyone succeeding to all or substantially all of EcoPlus Power's assets or business and also transfer this Agreement to another supplier licensed by the Commission. After assignment, EcoPlus Power will have no further obligations under this Agreement. You may assign this Agreement only with EcoPlus Power's prior written consent. The Agreement shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both parties or in accordance with the Renewal process identified herein. The individual undertaking the enrollment process on your behalf warrants that he or she is authorized to (a) enter into this Agreement on your behalf, (b) make decisions with respect to the Accounts, and (c) enroll with and change the Accounts' electricity supplier to EcoPlus Power. You should contact the EDC in the event of an electric emergency. Future correspondence



may be sent by EcoPlus Power to you via first class mail, postcard, SMS/text messaging, and/or electronic mail. This Agreement is binding upon you and EcoPlus Power, and will further bind each of your successors and permitted assigns.

Pennsylvania Variable Price Electricity Supply Contract Summary

VALID FROM ___ TO ___

Electric Generation Supplier Information	<p>EcoPlus Power, LLC 631 Middletown Avenue, Suite 1, New Haven, CT 06513 Phone: 1-866-302-0559 Website: www.ecopluspower.com PUC License No.: -----</p> <p>You have chosen EcoPlus Power, LLC as your electric generation supplier. EcoPlus Power, LLC is not affiliated with your Electric Distribution Company ("EDC"). EcoPlus Power, LLC is responsible for the electricity generation charges on your bills. These charges will appear on your EDC bills separate and apart from your EDC's distribution charges for delivering your electricity</p>
Price Structure	<p>This is a Variable Price Contract. The price for all electricity sold under this Agreement may vary from month to month based on the following factors: the cost to EcoPlus Power, LLC to obtain electricity from all sources (including energy, capacity, settlement, ancillaries, line losses and prior period adjustments), Renewable Energy Certificates ("RECs"), related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and EcoPlus Power, LLC's costs, expenses and profit margins. Your electricity supply price may be higher or lower than the utility's price in any particular month and there is no guarantee of savings.</p>
Generation/Supply Price	<p>Your electricity supply price for your first billing cycle with EcoPlus Power, LLC will be ___¢/per kWh. Thereafter your price will vary each billing cycle based on the factors described above. This price above reflects the cost of electricity including the EcoPlus Power, LLC Green program and the Wind RECs.</p>
Statement Regarding Savings	There are no guaranteed savings.
Deposit Requirements	None
Incentives	(INSERT INFORMATION ABOUT RENEWABLE ENERGY)
Contract Start Date	This Agreement will begin with your first meter read by your Utility following your accepted enrollment with EcoPlus Power, LLC
Contract Duration/Length	Your supply contract will continue until terminated by either party
Cancellation/Early Termination Fees	There is no early termination fee.
End of Contract/	<p>This Agreement will continue at a variable price until either party provides notice of its intent to cancel the Agreement. If you have a fixed duration contract that will be ending, or whenever EcoPlus Power, LLC wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.</p>
Right of Rescission	<p>You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting EcoPlus Power, LLC by phone at 1-866-302-0559 or by email at _____</p>



**CUSTOMER DISCLOSURE STATEMENT AND
AGREEMENT TO PURCHASE ELECTRICITY
ECOPLUS POWER, LLC
PENNSYLVANIA VARIABLE PRICE TERMS OF SERVICE**

EcoPlus Power, LLC. ("EcoPlus Power") is an Electric Generation Supplier licensed by the Pennsylvania Public Utility Commission ("PUC") to offer and supply electricity to customers in the Commonwealth of Pennsylvania (License No. 00-0000). The PUC does not regulate the prices or other charges from EcoPlus Power found in this Agreement. Customer understands that EcoPlus Power is not affiliated with or representing the Electric Distribution Company ("EDC") or the PUC.

The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will continue to receive your bill from your EDC for all supply and delivery charges, your EDC will continue to provide all emergency repairs and services. EcoPlus Power will supply all the electricity that the Customer needs for its home or business ("Supply Service").

Definitions - Generation Charges: The charge for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier. **Transmission Charges:** The cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply

- 1. Term of Service:** These Terms of Service, together with your Third-Party Verification ("TPV") and/or Customer Application, and your Contract Summary, constitute the agreement ("Agreement") between EcoPlus Power and the customer ("you" or "Customer").
- 2. Agreement to Purchase Electricity:** This agreement serves as the agreement for electricity supply . to be provided to you by EcoPlus Power. Subject to EcoPlus Power's acceptance of this Agreement and enrollment by your EDC you agree to become an EcoPlus Power customer and appoint EcoPlus Power as your limited agent to perform the necessary tasks associated with your supply service and fulfill the terms of this agreement. EcoPlus Power agrees to sell and deliver to you, and you agree to purchase and accept, the quantity of electricity delivered to you, as measured or estimated by your EDC, all in accordance with the prices and other terms and conditions set forth in this agreement. Your electricity will be delivered to you by your EDC. Customer warrants that he/she is the account holder and/or fully authorized to enter into this Agreement for the electricity account(s) specified and confirmed in the contract summary. This Agreement is contingent upon Customer providing complete and accurate information to EcoPlus Power and subject to final acceptance by EcoPlus Power.
- 3. Right of Rescission:** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting EcoPlus Power, LLC by phone at 1-866-302-0559 or by email at customerservice@ecopluspower.com.
- 4. Price and Billing:** This is a variable price agreement. The starting price for electricity supply is set forth on your Contract Summary page, and this price will apply to your first month of service from EcoPlus Power. Thereafter, the price for all electricity sold under this Agreement may vary from month to month based on the following factors: the cost to EcoPlus Power, LLC to obtain electricity from all sources (including energy, capacity, settlement, ancillaries, line losses and prior period adjustments), Renewable Energy Certificates ("RECs"), related transmission and distribution charges and other related factors, plus all applicable taxes, fees, charges or other assessments and EcoPlus Power, LLC's costs, expenses and profit margins. Your electricity supply price may be higher or lower than the utility's price in any particular month and there

is no guarantee of savings. There is no limit on the amount that your price can decrease or increase from month to month. Your EcoPlus Power electricity price can change each billing period and may be higher or lower than the EDC's price in any particular month, and there is no maximum price. Customers will know the price per unit for electricity at the time of billing. Your price includes estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. EcoPlus Power will calculate your supply charges for each billing period by multiplying (i) the price of electricity per kWh by (ii) the amount of electricity used during the billing period. This Agreement does not include your EDC's service and delivery charges. **Customers can call EcoPlus Power at 866-302-0559 or visit our website at www.ecopluspower.com.com for current variable pricing and the previous 24 months' average billed historical prices (or as many months of data as is available to date, up to 24 months).** Please note that historical prices are not indicative of present or future pricing.

- 5. Contract Length and Renewal:** EcoPlus Power will begin providing your electricity generation beginning on the date set by your EDC your Agreement shall continue until either party provides notice of its intent to cancel and until the EDC completes the termination in accordance with its rules. If you have a fixed duration contract that will be ending, or whenever EcoPlus Power wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the changes become effective. These notifications will explain your options. Unless another option is chosen, upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis (the "Renewal Period") with no early termination fee under a variable rate. To the extent that you purchased a Renewable Plan at the time of enrollment, during the Renewal Period, the product you purchase and/or automatically will be provided, will not be a Renewable Energy Plan product.
- 6. Renewable Energy Plan:** If you are selecting our Renewable Energy Plan pursuant to this Agreement, you are agreeing to purchase from EcoPlus Power a product that is supported 100% by renewable energy credits ("RECs"), in an amount sufficient to match your annual consumption from your EDC, in addition to the mandatory renewable portfolio standard requirements for the state in which the Accounts are located, during the term of this agreement. The availability of electric generation facilities varies hour to hour, and from season to season, as does electricity use by customers. EcoPlus Power may take up to three (3) months following the close of a calendar year to make up any deficiency in the volume of renewable energy certificates needed from particular generation facilities associated with your Renewable Energy Plan.
- 7. Termination by Customer:** Customer may terminate this Agreement at any time by contacting EcoPlus Power. No early termination fee applies for variable price Agreements. An early termination fee will not apply if you terminate this Agreement because you relocate outside of the Utility's service territory or to an area where EcoPlus Power charges a different price. If you terminate this Agreement, you will be returned to the EDC's default service unless you choose another retail supplier. The termination date will be determined as set forth in the EDC's tariff and applicable law. You will be obligated to pay for electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If you terminate this Agreement by enrolling with a different retail supplier or returning to default service, EcoPlus Power will not be liable for any switching time delays and you will be obligated to make payment for services under this Agreement until termination of services from EcoPlus Power.
- 8. Termination by EcoPlus Power:** EcoPlus Power reserves the right to terminate this Agreement for any reason upon by providing written notice to the Customer at the address provided. Common reasons for EcoPlus Power to cancel this agreement would include: Non-Payment – If your electricity service is terminated by your EDC, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow



applicable rules in providing notice to you. You will be obligated to pay for the electricity and related services provided pursuant to this Agreement prior to the date that such termination becomes effective. If EcoPlus Power terminates this Agreement early, you will be returned to your Utility's standard service unless you choose another retail supplier, without penalty.

- 9. Billing & Payment:** Your EDC will send you a consolidated bill for each Billing Cycle that will include your EDC's distribution charges, EcoPlus Power's electricity supply charges, any other charges incurred in accordance with the EDC's billing and payment terms. The amount of electricity used will be measured or estimated by the EDC. Depending on the date of the meter read, your bill may be prorated. You will make all payment directly to the EDC, and your payment will be due to the EDC by the date specified in the EDC bill. Any unpaid amounts may be subject to late payment charges. Your EDC may request a security deposit for amounts which include supplier charges. Your EDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.
- 10. Disputes:** You understand that EcoPlus Power will attempt to resolve any disagreement or complaint you may have. EcoPlus Power will refer all issues to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.
- 11. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING CLAIMS ARISING IN CONTRACT, TORT, STATUTORY OR OTHERWISE, SHALL BE SETTLED EXCLUSIVELY AND FINALLY BY ARBITRATION IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY ARBITRATION PROCEEDING HEREUNDER SHALL BE CONDUCTED EXCLUSIVELY IN PENNSYLVANIA. NEITHER PARTY MAY ALTER, AMEND, OR OTHERWISE CHANGE THE BINDING OBLIGATION TO ARBITRATE DISPUTES SET FORTH IN THIS PROVISION WITHOUT THE EXPRESS CONSENT OF THE OTHER PARTY. BY ENTERING INTO THIS AGREEMENT, CUSTOMER AGREES TO BINDING ARBITRATION AND WILL NOT PURSUE ANY FURTHER ACTION IN A COURT OF LAW. 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.**
- 12. Force Majeure:** EcoPlus Power will make commercially reasonable efforts to provide your electric service, but does not guarantee a continuous supply of electricity. Certain causes and events out of EcoPlus Power's reasonable control may result in interruptions of service. EcoPlus Power will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. EcoPlus Power is not responsible for transmitting or distributing electricity. Therefore, you agree that EcoPlus Power is not, and shall not be, liable for damages caused by Force Majeure Events, including but not limited to. Acts of God, changes in law, rules, or regulations or other acts of any governmental authority (including the Commission of PJM as applicable), accidents, strikes, labor troubles, required maintenance work, inability to access the local distribution utility system, nonperformance by the EDC or any other cause beyond EcoPlus Power's reasonable control.
- 13. Information Release:** You authorize EcoPlus Power to obtain information from the EDC related to the account including without limitation account name, account number, billing address, service address, telephone number, service type, historical electricity usage, rate classification, meter readings, characteristics of electricity supply, and billing and payment information. These authorizations will remain in effect as long as the Agreement is in effect. You may rescind these authorizations at any time by either calling or providing written notice to EcoPlus Power at contact information provided. EcoPlus Power will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and



payment history as required by applicable PUC regulations and Federal and State law, and will not release the customer's private confidential information to a third party without the customer's express consent.

14. Limitations of Liabilities: LIABILITIES NOT EXCUSUED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. ECOPLUS POWER WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. ECOPLUS POWER IS NOT LIABLE FOR INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, NOT ANY ASSOCIATED LOSS OR DAMAGE RESULTING THEREFROM. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE. THERE ARE NO THRID-PARTY BENEFICIARIES TO THIS AGREEMENT.

15. Indemnification- EcoPlus Power's Representations and Warranties: Limitation: You are responsible for, and will immediately indemnify EcoPlus Power against, any and all loss or damage resulting from (a) your failure to fully comply with this Agreement; or (b) your use or misuse of electricity after it is delivered to you. THE ELECTRICITY PROVIDED UNDER THIS AGREEMENT WILL MEET THE QUALITY STANDARD OF THE APPLICABLE EDU AND WILL BE SUPPLIED FROM A VARIETY OF ELECTRIC GENERATION SOURCES INVOUNDING THE ELECTRICITY PROVIDED PURSUANT TO ANY RENEWABLE ENERGY PLAN REQUIREMENT. ECOPLUS POWER MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. ECOPLUS POWER EXPRESIVLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS OF RA PARTICULAR PURPOSE.

16. Contact Information:

Supplier Information: You may contact EcoPlus Power in one of the following ways: (a) call 866-302-0559 Monday through Friday 8:00 a.m. to 8:00 p.m. EST and Saturday 8:00 a.m. to 5:00 p.m. EST (contact center hours subject to change without notice); or (b) write to EcoPlus Power at 631 Middletown Avenue, Suite 1, New Haven, CT 06513 (be sure to include your account number(s). EcoPlus Power's website address is: www.ecopluspower.com (c) You may email EcoPlus Power at: customerservice@ecopluspower.com

Public Utility Commission: PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380 Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, or other successor media platform as determined by the Commission, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at 800-6560 or www.oca.state.pa.us.

17. Taxes: Except as otherwise provided in this Agreement or required by law, all taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you. Any tax levied against EcoPlus Power by any governmental entity that must be paid by EcoPlus Power, exclusive of EcoPlus Power's income tax or taxes levied on EcoPlus Power's real or personal property, shall be passed through to and paid by you. You must provide EcoPlus Power with any applicable exemption certificates.

18. Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure ("Regulatory Change") which impacts any term, condition or provision of this Agreement including, but not limited to price, Green Choice shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

19. Miscellaneous: This agreement shall be governed by and construed in accordance with the laws of the State



of Pennsylvania, without regard for the conflicts of law provisions thereof. Subject to regulatory approvals and any required notice from EcoPlus Power, EcoPlus Power may assign this Agreement without your consent. EcoPlus Power may transfer or sell this Agreement or your account in connection with any financing. EcoPlus Power may also transfer this Agreement to any of its affiliates and assign this Agreement to anyone succeeding to all or substantially all of EcoPlus Power's assets or business and also transfer this Agreement to another supplier licensed by the Commission. After assignment, EcoPlus Power will have no further obligations under this Agreement. You may assign this Agreement only with EcoPlus Power's prior written consent. The Agreement shall be considered the entire agreement between the Parties, superseding all verbal and written understandings. This Agreement shall only be amended in a writing signed by both parties or in accordance with the Renewal process identified herein. The individual undertaking the enrollment process on your behalf warrants that he or she is authorized to (a) enter into this Agreement on your behalf, (b) make decisions with respect to the Accounts, and (c) enroll with and change the Accounts' electricity supplier to EcoPlus Power. You should contact the EDC in the event of an electric emergency. Future correspondence may be sent by EcoPlus Power to you via first class mail, postcard, SMS/text messaging, and/or electronic mail. This Agreement is binding upon you and EcoPlus Power, and will further bind each of your successors and permitted assigns.

Appendix 10
Proofs of Publication

DATE OF DEPOSIT

JUN - 9 2021

**PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU**

The Scranton Times (Under act P.L. 877 No 160. July 9,1976)
Commonwealth of Pennsylvania, County of Lackawanna

STEVENS & LEE
16TH FLOOR
17 NORTH 2ND STREET HARRISBURG PA 17101

Account # 625240
Order # 82541385
Ad Price: 278.45

LEGAL NOTICE PENNSYLVANIA

Sharon Venturi

Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

05/29/2021

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true Sharon Venturi

Sworn and subscribed to before me
this 28th day of May A.D., 2021

[Signature]
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Kathleen Weaver, Notary Public
Lackawanna County
My commission expires June 14, 2025
Commission number 1314506
Member, Pennsylvania Association of Notaries

LEGAL NOTICE
PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Application of EcoPlus Power, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.
EcoPlus Power, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. EcoPlus Power, LLC proposes to sell electricity and related services in the service territories of Citizens Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellboro Electric Company, and UGI Utilities, Inc. under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of EcoPlus Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to EcoPlus Power, LLC's attorney at the address listed below.
By and through Counsel for EcoPlus Power, LLC:
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7385
Fax (610) 988-0852

**PROOF OF PUBLICATON OF NOTICE IN THE WILLIAMSPORT
SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929**

STATE OF PENNSYLVANIA

COUNTY OF LYCOMING

SS:

Robert O. Rolley, Jr., Publisher of the Sun-Gazette LLC publishers of the Williamsport Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

May 31, 2021

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette LLC, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and declare that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

**PENNSYLVANIA
PUBLIC UTILITY
COMMISSION
NOTICE**

Application of EcoPlus Power, LLC for Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.

EcoPlus Power, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. EcoPlus Power, LLC proposes to sell electricity and related services in the service territories of Citizens' Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric

Utilities, Pike County Light & Power Co., Wellsboro Electric Company, and UGI Utilities, Inc. under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of EcoPlus Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to EcoPlus Power, LLC's attorney at the address listed below.

By and through Counsel for EcoPlus Power, LLC:
Michael Gruln, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852


SUN-GAZETTE LLC

Sworn to and subscribed before me

The 1st day of June 2021



Commonwealth of Pennsylvania - Notary Seal
BETH A MILLER - Notary Public
Lycoming County
My Commission Expires Jun 4, 2024
Commission Number 1297751

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:

For publishing the notice attached

Hereto on the above state dates.....\$ 278.36

Probated same.....\$

Total.....\$ 278.36

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

THE SUN-GAZETTE LLC hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid

SUN-GAZETTE LLC

BY Robert O. Rolley, Jr.

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

STEVENS & LEE
17 N Second St 16th Floor
HARRISBURG PA 17101

REFERENCE: 136098 434823
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

Lorri Stefanelli, being duly sworn, deposes and says that: (1) he/she is a designated agent of the Times Publishing Company (TPC) to execute Proofs of Publication on behalf of the TPC; (2) the TPC, whose principal place of business is at 205 W. 12th Street, Erie, Pennsylvania, owns and publishes the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, and published at Erie, Erie County Pennsylvania; (3) the subject notice or advertisement, was published in the regular edition(s) of said newspaper on the date(s) referred to below. Affiant further deposes that he/she is duly authorized by the TPC, owner and publisher of the Erie Times-News, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 05/29/21

TOTAL COST: \$610.00 AD SPACE: 0 Lines

FILED ON: 05/29/21

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of EcoPlus Power, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.

EcoPlus Power, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. EcoPlus Power, LLC proposes to sell electricity and related services in the service territories of Citizens' Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellsboro Electric Company, and UGI Utilities, Inc. under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of EcoPlus Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street Harrisburg, PA 17120. You should send copies of any protest to EcoPlus Power, LLC's attorney at the address listed below.

By and through Counsel for EcoPlus Power, LLC:
Michael Grun, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7385
Fax (610) 988-0852

EP-434823

Sworn to and subscribed before me this 15th day of June 2021

Affiant: Lorri Stefanelli

NOTARY: Barbara J. Moore

Commonwealth of Pennsylvania - Notary Seal
Barbara J. Moore, Notary Public
Erie County
My commission expires March 23, 2024
Commission number 1114860
Member, Pennsylvania Association of Notaries

The Philadelphia Inquirer

801 MARKET STREET, SUITE 300 PHILADELPHIA, PA 19107

Affidavit of Publication

COPY OF ADVERTISEMENT

On Behalf of:
STEVENS & LEE
17 N. 2nd St., 16th Floor
Harrisburg, PA 17101

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of EcoPlus Power, LLC for Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania. EcoPlus Power, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. EcoPlus Power, LLC proposes to sell electricity and related services in the service territories of Citizens' Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellsboro Electric Company, and UGI Utilities, Inc. under the provisions of the new Electricity Generation Customer Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of EcoPlus Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to EcoPlus Power, LLC's attorney at the address listed below. By and through Counsel for EcoPlus Power, LLC:

Michael Gruln, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7385
Fax (610) 988-0852

STATE OF PENNSYLVANIA COUNTY OF PHILADELPHIA:

Before the undersigned authority personally appeared the undersigned who, on oath represented a and say: that I am an employee of The Philadelphia Inquirer, LLC, and am authorized to make this affidavit of publication, and being duly sworn, I depose and say:

1. The Philadelphia Inquirer, LLC is the publisher of the Philadelphia Daily News, with its headquarters at 801 Market Street, Suite 300, Philadelphia, Pennsylvania 19107.
2. The Philadelphia Daily News is an edition of The Philadelphia Inquirer. The Philadelphia Daily News is continuously published and distributed Sunday-Friday in the City of Philadelphia, count and state aforesaid.
3. The printed notice or publication attached hereto set forth on attached hereto was published in all regular print editions of the Philadelphia Daily News on

Legal Notices

as published in Daily News Legals in the issue(s) of:

5/28/2021

4. Under oath, I state that the following is true and correct, and that neither I nor The Philadelphia Inquirer, LLC have any interest in the subject matter of the aforesaid notice or advertisement.

Helene Sweeney

Katherine V. Harley
Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal
KATHERINE V. HARLEY, Notary Public
Philadelphia County
My Commission Expires May 25, 2025
Commission Number 1312829

Ad No: 68456
Customer No: 104032

Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss D. Rullo, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the _____ regular _____ editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

03 of June, 2021

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.



PG Publishing Company

Sworn to and subscribed before me this day of:
June 03, 2021



Commonwealth of Pennsylvania - Notary Seal
Karen Flaherty, Notary Public
Allegheny County
My commission expires November 16, 2024
Commission number 1386128
Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS

Stevens & Lee PC
17 N 2ND ST FL 16
ATTN: Michael Gruin, Esq.
HARRISBURG PA 17101-1638

To PG Publishing Company

Total ----- \$535.50

Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office
2201 Sweeney Drive
CLINTON, PA 15026
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Application of EcoPlus Power, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.
EcoPlus Power, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. EcoPlus Power, LLC proposes to sell electricity and related services in the service territories of Citizens Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellsboro Electric Company, and UGI Utilities, Inc. under the provisions of the new Electricity Generation Customer Choice and Competition Act.
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of EcoPlus Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to EcoPlus Power, LLC's attorney at the address listed below.
By and through Counsel for EcoPlus Power, LLC:
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS

PENNSYLVANIA
 PUBLIC UTILITY COMMISSION
 NOTICE

Application of EcoPlus Power, LLC For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania

EcoPlus Power, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. EcoPlus Power, LLC proposes to sell electricity and related services in the service territories of Citizens' Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellsboro Electric Company, and UGI Utilities, Inc. under the provisions of the new Electricity Generation Customer Choice and Competition Act.

publish
 that th
 of The
 the su
 said p

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of EcoPlus Power, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to EcoPlus Power, LLC's attorney at the address listed below.

By and through Counsel for EcoPlus Power, LLC:
 Michael Gruin, Esq.
 Stevens & Lee
 17 N. 2nd St., 18th Fl.
 Harrisburg, PA 17101
 Phone (717) 255-7365
 Fax (610) 888-0852

Signed
 28th day of May, 2021,
 by Christine Marhefka making the statement.

[Handwritten Signature]

Commonwealth of Pennsylvania - Notary Seal
 Vivian Ohs, Notary Public
 Cambria County
 My commission expires December 6, 2024
 Commission number 1123017
 Member, Pennsylvania Association of Notaries

On this 28th day of May A.D. 2021, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

county of Cambria, and Commonwealth of Pennsylvania and
 above matter published in said publication in the regular issues
 PA, on May 28, 2021; and that the Affiant is not interested in
 that all of the allegations as to time, place and character of

[Handwritten Signature: Christine Marhefka]

STATEMENT OF ADVERTISING COSTS

0.00 Lines @ \$2.50 per line	0.00
7.5 Inches @ \$25.00 per inch	187.50
Notary Fee	5.00
Clerical Fee	2.50
Total Cost	195.00

To The Tribune-Democrat, Johnstown, PA
 For publishing the notice or publication
 attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

[Handwritten Signature]

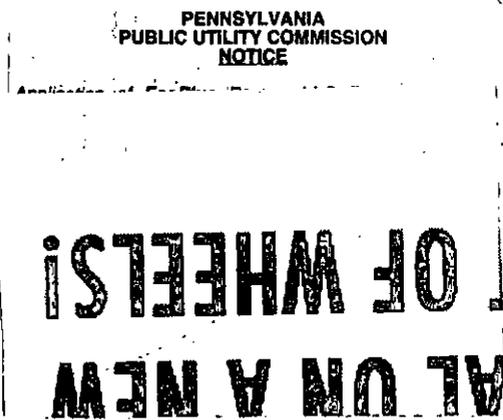
for publisher of _____
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid
 and publication costs and certifies that the same has been duly paid.

-(Name of Newspaper)

By

[Handwritten Signature]

COMMONWEALTH OF PENNSYLVANIA }
 County of Cambria } SS



On this 28th day of May A.D. 2021, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

published continuously at Johnstown Pa. in the County of Cambria, and Commonwealth of Pennsylvania and that the annexed is a true copy of a notice in the above matter published in said publication in the regular issues of The Johnstown Tribune-Democrat, Johnstown, PA, on May 28, 2021; and that the Affiant is not interested in the subject matter of said notice or advertising and that all of the allegations as to time, place and character of said publication are true.

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on 28th day of May, 2021, by Christine Marhefka making the statement.

Vivian Ohs

0.00 Lines @ \$2.50 per line	0.00
7.5 Inches @ \$25.00 per inch	187.50
Notary Fee	5.00
Clerical Fee	2.50
Total Cost	195.00

Commonwealth of Pennsylvania - Notary Seal
 Vivian Ohs, Notary Public
 Cambria County
 My commission expires December 6, 2024
 Commission number 1123017
 Member, Pennsylvania Association of Notaries

To The Tribune-Democrat, Johnstown, PA
 For publishing the notice or publication attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

Vivian Ohs for publisher of THE TRIBUNE-DEMOCRAT
 a newspaper of general circulation, hereby acknowledges receipt of the aforesaid and publication costs and certifies that the same has been duly paid.

(Name of Newspaper)
 By *Vivian Ohs*

AD#: 0009985772

Commonwealth of Pennsylvania,) ss
County of Cumberland)

Sheryl Leggore being duly sworn, deposes that he/she is principal clerk of PA Media Group; that The Patriot News is a public newspaper published in the city of Mechanicsburg, with general circulation in Cumberland and Dauphin and surrounding counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Patriot News 06/01/2021


Principal Clerk of the Publisher

Sworn to and subscribed before me this 2nd day of June 2021


Notary Public

Commonwealth of Pennsylvania - Notary Seal
Crystal B. Rosensteel, Notary Public
Dauphin County
My commission expires June 27, 2024
Commission number 1299212
Member, Pennsylvania Association of Notaries

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Application of **EcoPlus Power, LLC**
For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power Engaged In The Business Of Supplying Electricity To The Public In The Commonwealth Of Pennsylvania.

EcoPlus Power, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. **EcoPlus Power, LLC** proposes to sell electricity and related services in the service territories of Citizens' Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellsboro Electric Company, and UGI Utilities, Inc. under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **EcoPlus Power, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to **EcoPlus Power, LLC's** attorney at the address listed below.

By and through Counsel for **EcoPlus Power, LLC**:
Michael Gruhn, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

CERTIFICATE OF SERVICE

On this the 9th day of June 2021, I certify that a true and correct copy of the foregoing filing has been served upon the following by First Class U.S. Mail, postage prepaid:

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 Small Business Advocate Commerce Building, Suite 202 300 North Second Street Harrisburg, PA 17101	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance PO Box 281230 Harrisburg, PA 17128-0946
Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120	Manager Energy Acquisition PECO Energy Company 2301 Market Street Philadelphia, PA 19101-8699
Legal Department West Penn Power d/b/a Allegheny Power 800 Cabin Hill Drive Greensburg, PA 15601-1689	PPL: Office of General Counsel Attn: Kimberly A. Klock PPL Two North Ninth Street (GENTW3) Allentown, PA 18101-1179
Regulatory Affairs Duquesne Light Company 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219	Pike County Light & Power Company: Vice President – Energy Supply Corning Natural Gas Holding Corporation 330 West William Street Corning, NY 14830
Citizens' Electric Company Attn: EGS Coordination 1775 Industrial Boulevard Lewisburg, PA 17837	UGI Utilities, Inc. Attn: Rates Dept. – Choice Coordinator 2525 N. 12th Street, Suite 360 1 UGI Dr. Denver, PA 17517
Legal Department First Energy 2800 Pottsville Pike Reading PA, 19612	Wellsboro Electric Company Attn: EGS Coordination 33 Austin Street P. O. Box 138 Wellsboro, PA 16901

DATE: June 9, 2021

DATE OF DEPOSIT


Michael A. Gruin, Esq.

JUN - 9 2021

ORIGIN ID:MDTA
JADE MACLEAN

(717) 234-1090

SHIP DATE: 09JUN21
ACTWGT: 5.00 LB
CAD: 100081646/NET4340

17 N. 2ND ST
16TH FLOOR
HARRISBURG, PA 17111
UNITED STATES US

BILL SENDER

TO SECRETARY ROSEMARY CHIAVETTA
PENNSYLVANIA PUBLIC UTILITY COMMISS
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET
HARRISBURG PA 17120

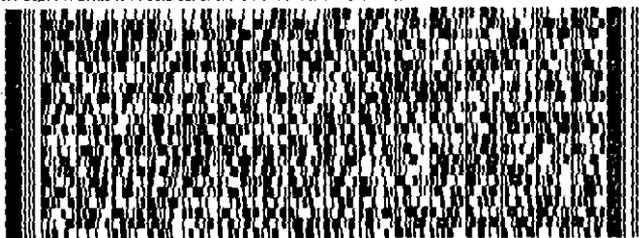
550339637FEAA

(717) 255-7366

REF 115074-00001

INV
PO

DEPT



FedEx
Express



THU - 10 JUN 8:00A
FIRST OVERNIGHT

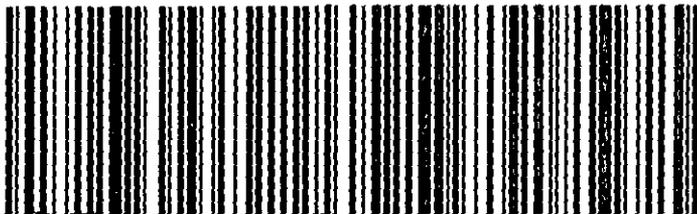
TRK#
0201

7739 5018 0390

E1 MDTA

17120
MDT

PA-US



RECEIVED

JUN 17 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUILDING