

# Stevens & Lee

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August 31, 2021

**VIA ELECTRONIC FILING**

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

**Re: Application of EcoPlus Power, LLC for Approval to Offer, Render, Furnish or Supply Electric Generation Services as a Supplier  
Docket No. A-2021-3026768**

Dear Secretary Chiavetta:

Attached as supplement to the above-referenced Application please find EcoPlus Power, LLC's revised disclosure statements and contract summaries incorporating several revisions requested by the Bureau of Consumer Services.

Thank you, and please feel free to contact me with any questions or concerns.

Sincerely,

STEVENS & LEE



Michael A. Gruin

Enclosure

## 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><b>This is a Variable Price Contract.</b> 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 how much the price may change from one billing cycle to the next. Such price will be reflected in Customer’s monthly bill from EcoPlus.</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	<p>There are no guaranteed savings.</p>
Deposit Requirements	<p>None</p>
Incentives	<p>X% of the electricity supplied will be matched with Renewable Energy Credits</p>
Contract Start Date	<p>This agreement will begin on the date set by your electric distribution company (EDC)</p>
Contract Duration/Length	<p>Your supply contract will continue until terminated by either party</p>
Cancellation/Early Termination Fees	<p>There is no early termination fee.</p>
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 receive a single bill that contains the EDC’s charges and EcoPlus Power’s charges for electricity supply. 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. **Non-Basic Charges:** Not Applicable to EcoPlus Power, LLC.

- 1. Term of Service:** These Terms of Service, together with your Third-Party Verification (“TPV”) and/or 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](mailto: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](http://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 maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.
- 10. Assignment:** 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.
- 11. 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.
- 12. 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.**
- 13. 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.



**14. 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.

**15. 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.

**16. 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.

**17. 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](http://www.ecopluspower.com) (c) You may email EcoPlus Power at: [customerservice@ecopluspower.com](mailto: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](http://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](http://www.oca.state.pa.us).

**18. 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.

**19. 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, EcoPlus Power 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.

**20. 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. 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 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.: -----</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	<b>This is a Fixed Price Contract.</b>
Generation/Supply Price	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.
Statement Regarding Savings	There are no guaranteed savings.
Deposit Requirements	None
Incentives	X% of the electricity supplied will be matched with Renewable Energy Credits
Contract Start Date	This agreement will begin on the date set by your electric distribution company (EDC)
Contract Duration/Length	12 billing cycles
Cancellation/Early Termination Fees	There is no early termination fee.
End of Contract	Following the Initial Term, your account will automatically renew month-to-month at a variable rate unless a different option is chosen. 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.
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 _____





**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 receive a single bill that contains the EDC’s charges and EcoPlus Power’s charges for electricity supply. 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. **Non-Basic Charges:** Not Applicable to EcoPlus Power, LLC.

- 1. Term of Service:** These Terms of Service, together with your Third-Party Verification (“TPV”) and/or 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](mailto: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 maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission’s



regulations.

- 10. Assignment:** 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.
- 11. 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.
- 12. 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.**
- 13. 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.
- 14. 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.
- 15. 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.

**16. 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.

**17. 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](http://www.ecopluspower.com) (c) You may email EcoPlus Power at: [customerservice@ecopluspower.com](mailto:customerservice@ecopluspower.com)

**Public Utility Commission:** PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380Information about shopping for an electric supplier is available at [www.PaPowerSwitch.com](http://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](http://www.oca.state.pa.us).

**18. 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.

**19. 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, EcoPlus Power 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.

**20. 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. 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.

## VERIFICATION

I, Travis Tangredi, Chief Operating Officer of EcoPlus Power, LLC, hereby state that the facts set forth above are true and correct to the best of my knowledge, information and belief and that I expect to be able to prove the same at a hearing held in this matter. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsifications to authorities.

Date: 8/31/21

  
Travis Tangredi, Chief Operating Officer