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October 29, 2021

Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> Floor  
Harrisburg, PA 17120

**Via Electronic Filing**

**RE: Application of Inova Energy LLC to Offer, Render, Furnish, or Supply Electricity or Electric Generation Services as a Supplier to the Public in the Commonwealth of Pennsylvania  
Docket No. A-2021-3025116**

Dear Secretary Chiavetta:

Attached please find for filing with the Pennsylvania Public Utility Commission (“PUC” or “Commission”) Inova Energy LLC’s updated and finalized disclosure statements and contract summaries that have been approved by the Commission’s Bureau of Consumer Services.

If you have any questions regarding the enclosed documents, please contact the undersigned.

Sincerely,

A handwritten signature in blue ink that reads 'Kenneth R. Stark'.

Kenneth R. Stark  
MCNEES WALLACE & NURICK LLC

Enclosures

c: Jeremy Haring, PUC Bureau of Technical Utility Services (by e-mail)  
Kathryn Liddell, PUC Bureau of Consumer Services (by e-mail)

## **Disclosure Statement for Inova Energy LLC**

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This is an agreement for electric generation service, between Inova Energy LLC (“Inova Energy”) and *(customer’s name and address)*.

### **Background:**

We at Inova Energy, are licensed by the Pennsylvania Public Utility Commission (“Commission” or “PUC”) to offer and supply electric generation services in Pennsylvania.

Our PUC license number is A-XXXX-XXXXXXX.

We set the generation prices and charges that you pay. The Commission regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services.

You will receive a single bill from Pike County Light and Power (“Pike County”), your electric distribution company (EDC), that will contain Pike County’s charges and Inova Energy’s charges. Pike County will continue to provide all emergency repairs and services. Inova Energy is not affiliated with and does not represent Pike County.

**Right of Rescission:** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone (302-750-3217), in writing or electronically, [info@inova-energy.com](mailto:info@inova-energy.com), to cancel this Agreement.

### **Definitions:**

**Ancillary Services and Other ISO Costs:** For any billing period, the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”), and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services and Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services and Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services and Other ISO Costs as assessed by the ISO.

**Auction Revenue Rights Credits:** Revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are “Passed Through,” such credits shall be reasonably calculated by us as the monthly product of the: (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO, divided by; (ii) the total Network Service Peak Load for such zone, as published by the ISO, divided by; (iii) the number of days in the applicable planning year, multiplied by; (iv) an Account’s applicable Network Service

Peak Load, multiplied by; (v) the number of days in the billing period or such other reasonable calculation method applied by us.

**Balancing Congestion Costs:** Any costs or charges imposed by the ISO in complying with the FERC's Order on Rehearing and Compliance at Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

**Capacity Costs:** A charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs include, but are not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of the FERC's Order on Proposed Tariff Revisions at Docket No. ER15-623-000, *et al.* (June 9, 2015).

**Electric Distribution Company or EDC:** Your local electric distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to the accounts.

**EDC Charges:** All EDC costs, charges and fees, due under the EDC's delivery services rates, associated with your use of the EDC's distribution network, all as defined by the EDC tariffs, and any similar or related charges the EDC may impose from time to time.

**Energy Costs:** A charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

**FERC Order 745 Costs:** Any costs or charges imposed by the ISO in accordance with complying with the provisions of the FERC's Order No. 745, 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO OATT or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

**Generation Charge:** Charge for production of electricity.

**ISO:** The independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**Line Loss Costs:** The costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the EDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Included in Price," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable price or locational marginal price for the corresponding usage.

**NITS Costs:** The cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT for the provision of transmission service within the

EDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs, as defined below.

**Non-Basic Charges:** Not applicable to Inova Energy.

**Non-Time-of-Use or NTOU:** All hours of each day.

**Off Peak:** All hours other than Peak hours.

**Peak:** Hours designed as Peak from time-to-time by the EDC.

**Reliability-Must-Run Costs or RMR Costs:** The generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**Renewable Portfolio Standards Costs:** The costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of: (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, as determined by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**Taxes:** All federal, state, municipal, and local taxes, duties, fees, levies, premiums, or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

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

**Transmission Enhancement Costs:** The Transmission Enhancement charges or credits as identified in the applicable OATT for the provision of transmission service by the ISO within the EDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs, as defined below.

**Transmission Loss Credits:** The credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**Transmission Reallocation Costs:** A charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the Settlement Agreement approved by the FERC in Docket No. EL05-121-009 (May 31, 2018) for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices

A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO OATT or otherwise shall be deemed a change in law.

## **Terms of Service:**

### **1. Basic Service Prices**

**Variable Price:** Month-to-month rate purchased each month as a variable rate. The rate will not be purchased hourly with potential for a lot of volatility but will be month-to-month at a NYISO one-month variable rate. The rate will change each month, and the Customer will be notified of the rate when the Customer receives its bill copy. There is no limit on how much the price can change from one month to the next, and the Customer has the option to cancel at any time for any reason.

#### **Inova Energy's Variable Price Includes:**

- a. Estimated weighted average Wholesale Energy price
- b. Ancillary Services & requirements
- c. Zonal Congestion
- d. Market Scheduling and Forecasting Fees
- e. NYISO ISO Fees
- f. Transmission charges: Tariff for transporting power
- g. Losses & Charges
- h. Capacity Charges
- i. Estimated Total State Taxes, including the Gross Receipts Tax, but excluding applicable state and local Sales Tax

#### **Inova Energy's Variable Price Excludes:**

- a. Any charges from the local distribution companies – Wires
- b. Applicable state and local Sales Tax
- c. Unaccounted-for-Energy
- d. The Inova Energy variable price is based in large part on forecasted ISO charges and estimated future zonal energy prices

The Inova Energy Variable Price will change monthly. There is no limit on how much the price may change from one billing cycle to the next. For more information about this variable product, including what this price has been for the past 24 (twenty-four) months, please call 302-750-3217. Please remember that past prices do not indicate present or future prices.

- 2. Length of Agreement:** Month-to-Month Agreement – You will buy your electricity generation service for the below street address from Inova Energy beginning on the

date set by your electric distribution company, Pike County, and will continue on a month-to-month basis.

**3. Consent to obtain Customer Information.** Customer authorizes Inova Energy LLC for the purpose of obtaining information about their historical energy usage and billing / contract information and consent to the release of same. So Inova Energy LLC herein may evaluate customer's energy usage patterns and make an offer to supply energy. The utility considers all customer usage information to be confidential.

**4. Penalties, Fees and Exceptions:** If customer cancels this agreement, you may be liable for an early termination fee. Such a fee will be calculated by Inova Energy and will take the Contracted price and subtract from it the market price as of the day of early cancellation and multiply that number by the remaining usage to determine the early cancellation fee. For Example, if you sign a contract at 6 cents and you cancel the contract at the market electric rate of 5 cents you would take the difference between the two, which is 1 cent. You would then take 1 cent and multiply it by the remaining usage on your contract. So, if you had 100,000 kwhs of unused usage remaining on your contract, simply multiply 100,000 by 1 penny or .01 = \$1,000. The contract is canceled and the unused electricity is sold into the electric market. In the example the \$1,000 is the cost of the unused electricity that Inova Energy LLC will incur and the customer will owe this to Inova Energy LLC. To determine "market prices," as used above, Inova Energy LLC may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include Inova Energy LLC and/or its affiliates, all as commercially available to Inova Energy LLC and all as adjusted for the length of the remaining Initial Term and differences in transmission costs and volume. Inova Energy LLC will not be required to enter into any replacement transaction in order to determine such market prices or actual damages. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and not a penalty. You will also be liable for all past due amounts as well as any costs incurred by Inova Energy in connection with collecting any such amounts.

**5. Cancellation Provisions:**

**Company-Initiated Cancellation:** If Inova Energy cancels this Agreement for any reason other than for customer non-payment, Inova Energy will provide 30 days advance written notice to Customer.

**Customer-Initiated Cancellation:** If Customer cancels this Agreement before the end of the initial term, Customer will owe Inova Energy for amounts unpaid up to the date of cancellation, and Inova energy will charge the early cancellation fee mentioned above.

**Customer Move:** If the Customer moves from the address listed above to another utility service territory, then this Agreement is cancelled.

- 6. Renewal Provision/Agreement Expiration/Change in Terms:** Whenever Inova Energy wants to change the contract, you will receive two separate notices before the changes happen. You will receive the first notice 45-60 (forty-five to sixty) days before the change and the second notice 30 (thirty) days before the change. These notices will explain your options. You will not be subject to a penalty of fee if the customer cancels the contract at any time between the date the options notice is issued and the expiration of the contract.
- 7. Contract Assignment:** Inova Energy may transfer, assign or sell this Agreement: (i) in connection with any financing; (ii) to any of its affiliates; (iii) to anyone succeeding in interest to all or substantially all of Inova Energy's assets or business; or (iv) to another supplier licensed to conduct business in the State where Customer's facilities serviced by Inova Energy pursuant to this Agreement are located. Prior to any contract assignment, Inova Energy will provide notice to the Customer with the name of the new supplier, the contact information for the new supplier, the estimated month and year that the assignment is expected to occur, and will inform Customer that the contract terms and conditions will remain unchanged. Customer may not assign, transfer, or subcontract this Agreement, nor any interest in this Agreement, nor delegate duties hereunder, except upon written consent of Inova Energy, which shall not be unreasonably withheld. Customer may however assign this Agreement to an affiliate that has the same or better credit rating at the time of assignment without such consent. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties. If during the effectiveness of this Agreement, Customer sells a premises or property to which natural gas or electric power supply is being delivered hereunder, Customer may assign this Agreement to the purchaser if the purchaser has the same or better credit rating as Customer at the time of assignment; otherwise, Customer shall be subject to liability to Inova Energy for damages.
- 8. Dispute Procedures:** Contact us with any questions concerning our terms of service. Information about shopping for an electric supplier is available at [www.papowerswitch.com](http://www.papowerswitch.com) or by calling the Public Utility Commission at (800) 692-7380. Information is available from the Pennsylvania Office of Consumer Advocate at [www.oca.state.pa.us](http://www.oca.state.pa.us) or (800) 684-6560.

**Contact Information:**

**Supplier: Inova Energy LLC**

**Name:** Eric Brunhammer

**Address:** 34192 Spring Brook Ave. Lewes, DE. 19958

**Phone Number:** 302-750-3217

**Internet Address:** <http://www.inova-energy.com>

**Electric Distribution Company/Default Service Provider:**

**Name:** Pike County Light and Power  
**Address:** 105 Schneider Ln, Milford, PA 18337  
**Phone Number:** 855-855-2050

**Universal Service – Customer Assistance Program:**  
**Phone Number:** 855-855-2050

**Public Utility Commission (PUC):**

**Address:** 400 North Street, Harrisburg PA 17120  
**Phone Number:** 1-800-692-7380  
Internet Address: [www.puc.pa.gov](http://www.puc.pa.gov)



## **Fixed Rate Disclosure Statement for Inova Energy LLC**

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This is an agreement for electric generation service, between Inova Energy LLC (“Inova Energy”) and *(customer’s name and address)*.

### **Background:**

We at Inova Energy, are licensed by the Pennsylvania Public Utility Commission (“Commission” or “PUC”) to offer and supply electric generation services in Pennsylvania.

Our PUC license number is A-XXXX-XXXXXXX.

We set the generation prices and charges that you pay. The Commission regulates distribution prices and services. The Federal Energy Regulatory Commission (“FERC”) regulates transmission prices and services.

You will receive a single bill from Pike County Light and Power (“Pike County”), your electric distribution company (EDC), that will contain Pike County’s charges and Inova Energy’s charges. Pike County will continue to provide all emergency repairs and services. Inova Energy is not affiliated with and does not represent Pike County.

**Right of Rescission:** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone (302-750-3217), in writing or electronically, [info@inova-energy.com](mailto:info@inova-energy.com), to cancel this Agreement.

### **Definitions:**

**Ancillary Services and Other ISO Costs:** For any billing period, the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”), and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services and Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services and Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services and Other ISO Costs as assessed by the ISO.

**Auction Revenue Rights Credits:** Revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are “Passed Through,” such credits shall be reasonably calculated by us as the monthly product of the: (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO, divided by; (ii) the total Network Service Peak Load for such zone, as published by the ISO, divided by; (iii) the number of days in the applicable planning year, multiplied by; (iv) an Account’s applicable Network Service

Peak Load, multiplied by; (v) the number of days in the billing period or such other reasonable calculation method applied by us.

**Balancing Congestion Costs:** Any costs or charges imposed by the ISO in complying with the FERC's Order on Rehearing and Compliance at Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

**Capacity Costs:** A charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs include, but are not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of the FERC's Order on Proposed Tariff Revisions at Docket No. ER15-623-000, *et al.* (June 9, 2015).

**Electric Distribution Company or EDC:** Your local electric distribution company owning and/or controlling and maintaining the distribution system required for delivery of electricity to the accounts.

**EDC Charges:** All EDC costs, charges and fees, due under the EDC's delivery services rates, associated with your use of the EDC's distribution network, all as defined by the EDC tariffs, and any similar or related charges the EDC may impose from time to time.

**Energy Costs:** A charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule.

**FERC Order 745 Costs:** Any costs or charges imposed by the ISO in accordance with complying with the provisions of the FERC's Order No. 745, 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO OATT or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

**Generation Charge:** Charge for production of electricity.

**ISO:** The independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

**Line Loss Costs:** The costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the EDC metered usage and the ISO settlement volumes. If Line Loss Costs are "Included in Price," the Line Loss Costs are included in the Energy Costs and will not be invoiced as a separate line item. If Line Loss Costs are "Passed Through," the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable price or locational marginal price for the corresponding usage.

**NITS Costs:** The cost for Network Integration Transmission Service provided by the ISO as identified in the applicable OATT for the provision of transmission service within the

EDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs, as defined below.

**Non-Basic Charges:** Not applicable to Inova Energy.

**Non-Time-of-Use or NTOU:** All hours of each day.

**Off Peak:** All hours other than Peak hours.

**Peak:** Hours designed as Peak from time-to-time by the EDC.

**Reliability-Must-Run Costs or RMR Costs:** The generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions.

**Renewable Portfolio Standards Costs:** The costs associated with meeting renewable portfolio standards costs at the levels required by currently applicable law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of: (i) the Monthly RPS Price; and (ii) an Account's monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, as determined by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

**Taxes:** All federal, state, municipal, and local taxes, duties, fees, levies, premiums, or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

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

**Transmission Enhancement Costs:** The Transmission Enhancement charges or credits as identified in the applicable OATT for the provision of transmission service by the ISO within the EDC's service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs, as defined below.

**Transmission Loss Credits:** The credit amounts applicable to the Accounts under the ISO's marginal loss construct.

**Transmission Reallocation Costs:** A charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the Settlement Agreement approved by the FERC in Docket No. EL05-121-009 (May 31, 2018) for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices

A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO OATT or otherwise shall be deemed a change in law.

### **Terms of Service:**

#### **1. Basic Service Prices**

**Fixed Price:** You will pay a fixed price of \$0.000 per kWh for electric generation service. This price includes Energy Costs, Ancillary Services and Other ISO Costs, Auction Revenue Rights Credits, Capacity Costs, NITS Costs, Transmission Enhancement Costs, Transmission Loss Credits, Line Loss Costs, FERC Order 745 Costs, Balancing Congestion Costs, Transmission Reallocation Costs.

**2. Length of Agreement:** Fixed Term Agreement – You will buy your electricity generation service for the below street address from Inova Energy beginning on the date set by your electric distribution company, Pike County, and continuing for \_\_\_\_ months.

**3. Consent to obtain Customer Information.** Customer authorizes Inova Energy LLC for the purpose of obtaining information about their historical energy usage and billing / contract information and consent to the release of same. So Inova Energy LLC herein may evaluate customer's energy usage patterns and make an offer to supply energy. The utility considers all customer usage information to be confidential.

**4. Penalties, Fees and Exceptions:** If customer cancels this agreement, you may be liable for an early termination fee. Such a fee will be calculated by Inova Energy and will take the Contracted price and subtract from it the market price as of the day of early cancelation and multiply that number by the remaining usage to determine the early cancelation fee. For Example, if you sign a contract at 6 cents and you cancel the contract at the market electric rate of 5 cents you would take the difference between the two, which is 1 cent. You would then take 1 cent and multiply it by the remaining usage on your contract. So, if you had 100,000 kwhs of unused usage remaining on your contract, simply multiply 100,000 by 1 penny or .01 = \$1,000. The contract is canceled and the unused electricity is sold into the electric market. In the example the \$1,000 is the cost of the unused electricity that Inova Energy LLC will incur and the customer will owe this to Inova Energy LLC. To determine "market prices," as used above, Inova Energy LLC may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail power markets, which may include Inova Energy LLC and/or its affiliates, all as commercially available to Inova Energy LLC and all as adjusted for the length of the remaining Initial Term and differences in transmission costs and volume. Inova Energy LLC will not be required to enter into any replacement transaction in order to determine such market prices or actual damages. The Parties agree that the amounts recoverable hereunder are a reasonable estimate of loss and

not a penalty. You will also be liable for all past due amounts as well as any costs incurred by Inova Energy in connection with collecting any such amounts

## **5. Cancellation Provisions:**

**Company-Initiated Cancellation:** If Inova Energy cancels this Agreement for any reason other than for customer non-payment, Inova Energy will provide 30 days advance written notice to Customer.

**Customer-Initiated Cancellation:** If Customer cancels this Agreement before the end of the initial term, Customer will owe Inova Energy for amounts unpaid up to the date of cancellation, and Inova energy will charge the early cancellation fee mentioned above.

**Customer Move:** If the Customer moves from the address listed above to another utility service territory, then this Agreement is cancelled.

**6. Renewal Provision/Agreement Expiration/Change in Terms:** If you have a fixed term contract that will be ending, or whenever Inova Energy 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 (forty-five to sixty) days before, and the second notice 30 (thirty) days before, the expiration date or the date the changes become effective. These notices will explain your options. You will not be subject to a penalty of fee if the customer cancels the contract at any time between the date the options notice is issued and the expiration of the contract. Customer will not be subject to a penalty of fee if the customer cancels the contract at any time between the date the options notice is issued and the expiration of the contract.

**7. Contract Assignment:** Inova Energy may transfer, assign or sell this Agreement: (i) in connection with any financing; (ii) to any of its affiliates; (iii) to anyone succeeding in interest to all or substantially all of Inova Energy's assets or business; or (iv) to another supplier licensed to conduct business in the State where Customer's facilities serviced by Inova Energy pursuant to this Agreement are located. Prior to any contract assignment, Inova Energy will provide notice to the customer with the name of the new supplier, the contact information for the new supplier, the estimated month and year that the assignment is expected to occur, and will inform customer that the contract terms and conditions will remain unchanged. Customer may not assign, transfer, or subcontract this Agreement, nor any interest in this Agreement, nor delegate duties hereunder, except upon written consent of Inova Energy, which shall not be unreasonably withheld. Customer may however assign this Agreement to an affiliate that has the same or better credit rating at the time of assignment without such consent. This Agreement shall inure to the benefit of, and be binding upon, the heirs, executors, administrators, and successors of the respective parties. If during the effectiveness of this Agreement, Customer sells a premises or property to which

natural gas or electric power supply is being delivered hereunder, Customer may assign this Agreement to the purchaser if the purchaser has the same or better credit rating as Customer at the time of assignment; otherwise, Customer shall be subject to liability to Inova Energy for damages.

- 8. Force Majeure:** Except for payments that are due, a force majeure event shall, upon notice, excuse the party claiming force majeure from performance during the event. In the event of force majeure, the party claiming force majeure shall use due diligence to restore its ability to meet its obligations under this Agreement. Force majeure means those events not reasonably foreseeable on the effective date hereof and not within the reasonable control of the party claiming force majeure including but not be limited to acts of God; changes in governmental regulations; force majeure events of Customer's LDC/EDC, transporting pipelines, or transmission service providers; any required or lawful action of Customer's LDC/EDC, transporting pipelines, or transmission service providers that curtail or interrupt natural gas delivery or electric power supply service, outages of generating facilities or other service providers Seller uses to provide electric power supply service to Customer hereunder, the breakdown of equipment, malfunctioning equipment, nonperformance by third-party transporters, fire, explosion, civil disturbance, strikes, sabotage, action or restraint by court order or public or governmental authority; or other government appropriation or curtailment of natural gas or electricity.
  
- 9. Dispute Procedures:** Contact us with any questions concerning our terms of service. Information about shopping for an electric supplier is available at [www.papowerswitch.com](http://www.papowerswitch.com) or by calling the Public Utility Commission at (800) 692-7380. Information is available from the Pennsylvania Office of Consumer Advocate at [www.oca.state.pa.us](http://www.oca.state.pa.us) or (800) 684-6560.

**Contact Information:**

**Supplier: Inova Energy LLC**

**Name:** Eric Brunhammer

**Address:** 34192 Spring Brook Ave., Lewes, DE, 19958

**Phone Number:** 302-750-3217

**Internet Address:** <http://www.inova-energy.com>

**Electric Distribution Company/Default Service Provider:**

**Name:** Pike County Light and Power

**Address:** 105 Schneider Ln, Milford, PA, 18337

**Phone Number:** 855-855-2050

**Universal Service – Customer Assistance Program:**

**Phone Number:** 855-855-2050

**Public Utility Commission (PUC):**

**Address:** 400 North Street, Harrisburg PA 17120

**Phone Number:** 1-800-692-7380

**Internet Address:** [www.puc.pa.gov](http://www.puc.pa.gov)

Electric Generation Supplier Information	Inova Energy LLC 302-750-3217 <a href="http://www.inova-energy.com">http://www.inova-energy.com</a>  Inova Energy LLC is responsible for electric generation charges.
Price Structure	Variable rate. Month-to-month rate purchased each month as a variable rate. The rate will change each month, and the customer will be notified of the rate when it receives its bill copy. There is no limit on how much the price can change from one month to the next, and the customer has the option to cancel at any time for any reason.
Generation / Supply Price	Cent per kwh. Our supply price will be month-to-month variable. There is no introductory offer. The price for the first billing period is ___per kWh.
Statement Regarding Savings	This product may not always provide savings to you, and you have the option to leave at anytime for any reason.
Deposit Requirements	None.
Incentives	10% of total Inova Energy LLC profit will be given to charity or good cause of customer's choice. Customers will collectively vote on where and to whom the gift goes.
Contract Start Date	This agreement will begin on a date set by your EDC.
Contract Term / Length	This agreement will continue on a month-to-month basis unless cancelled by the customer or Inova Energy LLC.
Cancellation / Early Cancellation Fees	If you cancel the Agreement, you may be liable for an early cancellation payment.
End of Contract	Whenever Inova Energy 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	Customers shall be provided a 3-day right of rescission period following receipt of the disclosure statement.  (1) The 3-day right of rescission is 3 business days. (2) The 3-day right of rescission begins when the customer receives the written disclosure. (3) The customer may cancel in writing, orally or electronically, if available. (4) Waivers of the 3-day right of rescission are not permitted.



Electric Generation Supplier Information	Inova Energy LLC 302-750-3217 <a href="http://www.Inova-energy.com">http://www.Inova-energy.com</a>  Inova Energy LLC is responsible for electric generation charges.
Price Structure	Fixed price.
Generation / Supply Price	Cent per kwh. Our supply price will be fixed and is ___ per kWh for the duration of the contract.
Statement Regarding Savings	This product may not always provide savings to you, and you have the option to leave at anytime for any reason.
Deposit Requirements	None.
Incentives	10% of total Inova Energy LLC profit will be given to charity or good cause of Customer's choice. Customers will collectively vote on where and to whom the gift goes.
Contract Start Date	This agreement will begin on a date set by your EDC.
Contract Term / Length	XX Months.
Cancellation / Early Cancellation Fees	If you cancel the Agreement, you may be liable for an early cancelation payment.
End of Contract	If you have a fixed duration contract that will be ending, or whenever Inova Energy, 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	Customers shall be provided a 3-day right of rescission period following receipt of the disclosure statement.  (1) The 3-day right of rescission is 3 business days. (2) The 3-day right of rescission begins when the Customer receives the written disclosure. (3) The Customer may cancel in writing, orally or electronically, if available. (4) Waivers of the 3-day right of rescission are not permitted.