

COMMONWEALTH OF PENNSYLVANIA
(Public Utility Commission)

-----*
TERRENCE MAGURSKY, :
Complainant, : Case No.:
vs. : F-2023-3039205
CLEARVIEW ELECTRIC INC. :
Respondent. :
-----*

Pages 1 through 52 TELEPHONIC HEARING
Judge's Chambers
Commonwealth Keystone Bldg.
400 North Street
Harrisburg, PA 17120

Wednesday, May 31, 2023
Met, pursuant to notice, at 10:13 a.m.

BEFORE: THE HONORABLE MICHAEL MROCZKA
Administrative Law Judge

INDEX TO EXHIBITS
CASE NO.: F-2023-3039205
Wednesday, May 31, 2023

EXHIBITS INDEX

EXHIBIT:	FOR IDENTIFICATION	IN EVIDENCE
PGW EXHIBITS:		
NUMBER:		
CLEARVIEW EXHIBITS:		
NUMBER		
1 (Enrollment and Intro Letter)	31	35
2 (Variable Rate Change Notice dated October 28)	31	35
3 (Variable Rate Change notice dated December 29)	31	35

Bryce R. Beard
717.237.6041
bbeard@eckertseamans.com

May 24, 2023

Via Email

Special Agent Michael Mroczka
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120
micmroczka@pa.gov

RE: Terrence Magursky v. Clearview Electric
Inc. Docket No. F-2023-3039205

Dear Special Agent Michael Mroczka:

Per the Initial Call-In Telephonic Hearing Notice dated April 14, 2023, enclosed please find the proposed hearing exhibits that Clearview Electric, Inc. (“Clearview”) may present into evidence during the telephonic hearing scheduled for Wednesday, May 31, 2023 at 10:00 A.M., in the above-referenced proceeding.

Clearview Hearing Exhibits:	
1	March 1, 2022 Enrollment - Intro Letter and TOS
2	October 28, 2022 Rate Change Notice
3	December 29, 2022 Rate Change Notice

Please contact me with any questions or concerns. Thank you.

Sincerely,

Bryce R. Beard

Bryce R. Beard

cc: Certificate of Service (with Enclosures)

Clearview Exhibit 1

March 1, 2022 Enrollment - Intro
Letter and TOS

WELCOME TO THE CLEARVIEW ENERGY COMMUNITY

March 1, 2022

724-T3 P1

TERRENCE MAGURSKY
4029 GREENSBURG PIKE
PITTSBURGH, PA 15221-3943
[Barcode]

Dear Terrence,

I would like to personally thank you for choosing Clearview Energy as your electric supplier. As a Clearview Energy customer, you join thousands of other customers who are protecting the environment and our future—just by choosing 100% green energy.

I am also excited to tell you about our referral program. When you refer a friend to Clearview Energy, both you and your friend could get \$25! Learn more at 1-800-746-4702.

We look forward to serving you and providing you with 100% green electricity.

Sincerely,



Martin F. Flores Jr.
Vice President – Sales & Operations

What happens next?



The Switch

On the effective date, your electric supplier will be switched to Clearview Energy.



100% Green Energy

After your effective date, your bill will look the same. The only change you'll notice is that Clearview Energy will be listed as your 100% green energy provider.

Plan Overview

Account Number: [Redacted]
Effective Date: March 2, 2022
Product: March2GreenAssurance9
Term: Month To Month
Rate: Variable rate starting at \$0.0859 per kilowatt hour
Monthly Base Charge: \$0.00

VISIT CLEARVIEWENERGY.COM FOR HELPFUL HINTS TO REDUCE YOUR ENERGY USAGE.



Customer Service: 1-800-746-4702
Email: CustomerService@ClearviewEnergy.com
Web: www.ClearviewEnergy.com

WL.12222021



Electric Generation Supplier (EGS) Information	<p>Clearview Electric, Inc. dba Clearview Energy P.O. Box 130659, Dallas, TX 75313-0659 1.800.746.4702 Representatives available Monday – Friday, 9:30 a.m. – 6:30 p.m. EST www.ClearviewEnergy.com</p> <p>Clearview Energy is responsible for generation charges.</p>			
Price Structure	<p>A month-to-month energy product that includes a variable kilowatt-hour rate. This rate may change at the discretion of Clearview Energy. The price may change each billing cycle and will be reflected on the subsequent billing statement. There is no ceiling on price variability.</p>			
Generation/Supply Price	<p>\$0.0859 per kilowatt-hour Price after introductory period: \$0.0889 per kilowatt-hour</p>			
Generation Price at Various Usage Levels	<p>Usage: Price per kWh (during intro): Price per kWh (after intro):</p>	<p><u>500 kWh</u> \$0.0859 \$0.0889</p>	<p><u>1,000 kWh</u> \$0.0859 \$0.0889</p>	<p><u>2,000 kWh</u> \$0.0859 \$0.0889</p>
Statement Regarding Savings	<p>The supply rate may not always provide savings</p>			
Incentives	<p>A promotional variable rate product with a kilowatt-hour rate and base fee guaranteed not to exceed the amounts stated for the first nine billing cycles with Clearview Energy listed as the electric supplier. Any utility bill processed after this period will receive a Clearview Energy variable kilowatt-hour rate, and base fee, that may fluctuate month-to-month. The switch order will not be sent to your utility until approximately February 25, 2022 and will begin after the next applicable meter read as determined by your utility.</p>			
Contract Start Date	<p>This Agreement goes into effect on March 2, 2022</p>			
Contract Duration/Length	<p>Month-to-month</p>			
Cancellation/Early Termination Fees	<p>ETF \$0.00 Customer is not subject to the Early Termination Fee if the contract is terminated within thirty (30) days prior to the contract end date.</p>			
End of Contract	<p>This Agreement shall commence for a one (1) month term (“Initial Term”) and thereafter rates may change at Clearview Energy’s discretion outside of any applicable promotion. The rate will be reflected on the Customer’s subsequent billing statement. Agreement shall automatically renew for successive one (1) month periods (“Renewal Term”).</p>			
Right of Rescission	<p>Customer may rescind this Agreement within three (3) business days after receiving this Agreement by contacting Clearview Energy by phone or in writing. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Customer is liable for all Clearview Energy charges until the Customer returns to the EDC or another supplier.</p>			

Product Information Chart

Account Number:	██████████	Effective Date:	March 2, 2022	
Account Name:	Terrence Magursky	Service Address:	4029 GREENSBURG PI, PITTSBURGH, PA 15221-3943	
Product Name:	March2GreenAssurance9	Energy Type:	Renewable Energy Product	
Product Description:	A Month-to-Month Variable Kilowatt-Hour Rate Product			
Agreement Term:	Month-to-month			
Electric Supply Rate:	\$0.0859 per kilowatt-hour			
Generation Price at Various Usage Levels:	Usage:	<u>500 kWh</u>	<u>1,000 kWh</u>	<u>2,000 kWh</u>
	Price per kWh (during intro):	\$0.0859	\$0.0859	\$0.0859
	Price per kWh (after intro):	\$0.0889	\$0.0889	\$0.0889
Monthly Base Charge:	\$0.00	Early Termination Fee:	\$0.00	
Promotion:	A promotional variable rate product with a kilowatt-hour rate and base fee guaranteed not to exceed the amounts stated for the first nine billing cycles with Clearview Energy listed as the electric supplier. Any utility bill processed after this period will receive a Clearview Energy variable kilowatt-hour rate, and base fee, that may fluctuate month-to-month. The switch order will not be sent to your utility until approximately February 25, 2022 and will begin after the next applicable meter read as determined by your utility.			

This Agreement is for electric supply service between Clearview Electric, Inc. dba Clearview Energy ("Clearview Energy") and Customer. The Product Information Chart is hereby made an integral part of this Agreement. Clearview Energy is licensed as an electric generation supplier by the Pennsylvania Public Utility Commission ("PUC") [License # A-2010-2152506]. Generation prices and charges are set by the electric generation supplier you have chosen. The PUC regulates distribution prices and services of your Electric Distribution Company ("EDC"). The Federal Energy Regulatory Commission regulates transmission prices and services.

PLEASE READ THIS DOCUMENT CAREFULLY: This Agreement is the entire contract between the parties and supersedes any prior written or oral representations.

1. Right of Rescission

Customer may rescind this Agreement within three (3) business days after receiving this Agreement by contacting Clearview Energy by phone or in writing. This Agreement is not legally binding until the rescission period has expired and you have not, directly or indirectly, rescinded your selection. The Customer is liable for all Clearview Energy charges until the Customer returns to the EDC or another supplier.

2. Price of Electricity

The price in cents per kilowatt-hour includes: electric generation supply, transmission, capacity charges in PJM, and renewable energy credits; any applicable taxes, (excluding state sales tax and county tax). The price of electricity may include a Monthly Base Charge as outlined in the Plan Information Box. Clearview Energy's supply charges do not include any EDC charges applied to the Customer.

2a. Fixed Kilowatt-Hour Rate Product – If Clearview Energy would like to propose a change to a fixed kilowatt-hour rate product, you will be notified by the process described in Change of Terms. Fixed price products may change due to new or modified federal, state or local laws; or regulatory actions that impose new or modified fees.

2b. Month-to-month Variable Kilowatt-Hour Rate Product – Month-to-month variable kilowatt-hour rate products are subject to change without notice at Clearview Energy's discretion outside of any applicable promotion. If applicable, the Monthly Base Charge may also fluctuate outside of any applicable promotion. After the first month, the price may vary based on a number of factors, including market supply prices, energy capacity prices, settlement costs and other market-related factors, as determined at our discretion, plus estimated total state taxes, fees, charges or other assessments, along with our costs, expenses and profit margins. There is no limit on how much the price may change from one billing cycle to the next. The price can change each billing period. The Customer will not know the price until receiving the bill. A customer may obtain the previous 24 months' average monthly billed price for the customer's rate class and service territory at 1.800.746.4702 and www.clearviewenergy.com. Historical pricing is not indicative of present or future pricing.

All pricing can be viewed at www.ClearviewEnergy.com.

3. Billing and Payment

You will receive a single bill from your EDC that includes Clearview Energy's electric

supply charges as well as the EDC's delivery charges. By the acceptance of this Agreement, you hereby authorize the EDC to provide billing and payment information to Clearview Energy.

The Customer will pay each invoice in full within twenty (20) days of the invoice date or in the timeframe established by the EDC. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the PUC. If the Customer fails to remit payment when due, Clearview Energy reserves the right to terminate supply services. Failure to remit payment is considered a breach of this Agreement and the Customer may be liable to Clearview Energy for any applicable early termination fee.

For any payment sent directly to Clearview Energy, which is returned by your financial institution for any reason, Clearview Energy will charge \$20.00 for each payment transaction that is returned unpaid or not processed including: (1) returned checks, (2) returned electronic fund transfers, and (3) any other form of dishonored payment. This charge will be reflected as NSF Fee on your next bill, if applicable.

4. Energy Products

4a. Renewable Energy Product – Supports 100% green energy producers in the United States through the purchase of Renewable Energy Certificates equivalent to the power you consume.

4b. Traditional Energy Product – Traditional energy products sourced by a combination of coal, natural gas, nuclear, hydropower and/or other renewable energy sources. The renewable sources may include wind, solar, geothermal and/or biomass.

5. Terms of Renewal

5a. Fixed Kilowatt-Hour Rate Product – The Agreement Term and Effective date can be found in the Plan Information Chart. Upon expiration of your fixed term, your service will automatically continue under Clearview Energy's variable month-to-month renewal product for which rates may change at Clearview Energy's discretion outside of any applicable promotion. If Clearview Energy wants to change the contract, you will receive two (2) separate notices before the changes happen. You will receive the first notice forty-five (45) to sixty (60) days before the change, and the second notice thirty (30) days before the change. These notices will explain your options.

5b. Month-to-month Variable Kilowatt-Hour Rate Product – The Agreement Term and Effective date can be found in the Plan Information Chart. This Agreement shall commence for a one (1) month term ("Initial Term") and thereafter rates may change at Clearview Energy's discretion outside of any applicable promotion. The rate will be reflected on the Customer's subsequent billing statement. Agreement shall automatically renew for successive one (1) month periods ("Renewal Term"). If Clearview Energy wants to change the contract, you will receive two separate notices before the change happens. You will receive the first notice 45 to 60 days before the change, and the second notice 30 days before the change. These notices will explain your options.

6. Cancellation Provisions

6a. Fixed Kilowatt-Hour Rate Product – If you terminate this Agreement



prior to receiving the Options Notice, you will be charged an Early Termination Fee. Your service will remain in effect until such time as the EDC completes the termination in accordance with its rules. However, you may terminate this Agreement without penalty as a result of relocation, disability that renders the customer of record unable to pay for Clearview Energy's service, or the customer of record's death.

6b. Month-to-month Variable Kilowatt-Hour Rate Product – This Agreement will remain in effect at Clearview Energy's discretion or until you notify Clearview Energy of your desire to choose a fixed plan, or another provider. Customer may cancel this Agreement at any time by providing thirty (30) days' notice to Clearview Energy at 1.800.746.4702. There is no penalty for cancellation of variable month-to-month products.

Upon termination of this Agreement, a final bill will be rendered within twenty (20) days after the final scheduled meter reading or, if access is unavailable, an estimate of consumption will be used in the final bill which will be trueed-up subsequent to the final meter reading. Clearview Energy does not physically cut off electric service, only your EDC may do that. If Clearview Energy cancels this Agreement for any reason other than non-payment you will be mailed two (2) notices forty-five (45) to sixty (60) days and thirty (30) days prior to your service being returned to the EDC's supply service.

7. Change in Terms

If you have a fixed duration contract that will be ending, or whenever Clearview 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 forty-five (45) to sixty (60) days before, and the second notice thirty (30) days before the expiration date or the date the change becomes effective. These notices will explain your options.

8. Dispute Resolution Process

If you have any questions or disputes regarding Clearview Energy's service, please contact Clearview Energy's customer service department at 1.800.746.4702. If you are not satisfied with the resolution after speaking with a Clearview Energy representative, then you may contact the PUC. For your convenience, the PUC's contact information has been provided at the end of this Agreement. No terms contained herein waive any rights you may have under Pennsylvania or Federal Consumer Protection laws.

9. Remedies

Any claim under this Agreement must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred, notwithstanding any state statute of limitation to the contrary. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. If a dispute arises out of or relates to this contract, or the alleged breach thereof, and if the dispute is not settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation within thirty (30) days, then the parties shall submit to binding arbitration. The process shall be confidential based on terms acceptable to the mediator and/or arbitrator.

10. Assignments

Customer may not assign its interests or delegate its obligations under this Agreement without the express written consent of Clearview Energy. Clearview Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, or other entity as authorized by the PUC.

11. Severability

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

12. Force Majeure

The term "Force Majeure" shall mean any cause not reasonably within the control of the party claiming suspension and which by the exercise of due diligence, such party is unable to prevent or overcome, including but not limited to, an act of God, natural disaster, an act of war, and any act or cause which is deemed a Force Majeure by the EDC or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party will give immediate written notice, to the maximum extent practical, to the other party and not be held liable.

13. Limitations of Liability

Liabilities not excused by Force Majeure or otherwise shall be limited to direct actual damages. Neither party will be liable to the other for consequential, incidental, punitive, special, exemplary, or indirect damages. Lost profits or penalties of any nature are hereby waived; these limitations apply without regard to the cause of any liability or damage, including the negligence of Clearview Energy. There are no third-party beneficiaries to this Agreement.

14. Customer Information and Release Authorization

Throughout this Agreement, you authorize Clearview Energy or its agents to obtain and review information from credit-reporting agencies regarding your credit history and information from the EDC relating to you and your account that includes, but is not limited to: account name and number; address; telephone number; billing history; payment history; rate classification; historical and future electricity usage; meter readings; and characteristics of electricity service for the purposes of enrollment and offering new products and services. Clearview Energy will not provide or sell such information to any other party without your consent unless required to do so by law, or it is necessary to enforce the terms of this Agreement. Clearview Energy reserves the right to reject your enrollment, or terminate this Agreement, in the event you rescind these authorizations. Clearview will maintain the confidentiality of a customer's personal information including the name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and Federal and State laws.

15. Information About Shopping

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) 684-6560 or at www.oca.state.pa.us.

16. Commission Contact Information

Pennsylvania Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265
1.800.692.7380
www.puc.state.pa.us

17. Contact Information

Clearview Electric, Inc.
dba Clearview Energy
P.O. Box 130659
Dallas, TX 75313-0659
1.800.746.4702
Representatives available
Monday – Friday
9:30 a.m. – 6:30 p.m. EST
www.ClearviewEnergy.com

18. Definitions

Generation Charge:

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 Charge:

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.

Clearview Exhibit 2

October 28, 2022 Rate Change Notice

October 28, 2022

67-T1 P1

TERRENCE MAGURSKY
4029 GREENSBURG PIKE
PITTSBURGH, PA 15221-3943



RE: Account Number [REDACTED]

Hi Terrence,

Thank you for choosing Clearview Energy. Our goal is to provide you with value and outstanding customer service. This means equipping you with the most up-to-date information about your account.

This letter is to inform you that your current rate of \$0.0859/kWh will be changing to \$0.2439/kWh on your next billing cycle.

Please, contact us at 1.800.746.4702 or visit our website at www.clearviewenergy.com if you have any questions regarding this rate change or if you'd like to review all of our rate plan options.

And, as always, thank you for being a member of the Clearview Energy Family.

Sincerely,
Clearview Energy



Customer Service:
Email:
Web:

1.800.746.4702
CustomerService@ClearviewEnergy.com
www.ClearviewEnergy.com

Clearview Exhibit 3

December 29, 2022 Rate Change
Notice

December 29, 2022

19-T1 P1

TERRENCE MAGURSKY
4029 GREENSBURG PIKE
PITTSBURGH, PA 15221-3943



RE: Account Number [REDACTED]

Hi Terrence,

Thank you for choosing Clearview Energy. Our goal is to provide you with value and outstanding customer service. This means equipping you with the most up-to-date information about your account.

This letter is to inform you that your current rate of \$0.2439/kWh will be changing to \$0.2999/kWh on your next billing cycle.

Please, contact us at 1.800.746.4702 or visit our website at www.clearviewenergy.com if you have any questions regarding this rate change or if you'd like to review all of our rate plan options.

And, as always, thank you for being a member of the Clearview Energy Family.

Sincerely,
Clearview Energy



Customer Service:
Email:
Web:

1.800.746.4702
CustomerService@ClearviewEnergy.com
www.ClearviewEnergy.com

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of the foregoing Proposed Hearing Exhibits upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

Via Email Only

Terrence Magursky
4029 Greensburg Pike
Pittsburgh, PA 15221
jazrus1@gmail.com

Special Agent Michael Mroczka
Pa. Public Utility Commission
400 North Street
Harrisburg, PA 17120
micmroczka@pa.gov

/s/ Bryce R. Beard

Date: May 24, 2023

Bryce R. Beard, Esquire
Counsel for
Clearview Electric, Inc.