

COMMONWEALTH OF PENNSYLVANIA

PUBLIC UTILITY COMMISSION

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LERROY BITTERMAN III :

:

v.

: F-2024-3051938

:

CLEARVIEW ELECTRIC INC. :

:

(Evidentiary Hearing) :

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801 Market Street,  
Philadelphia, PA 19107

March 31, 2025

Commencing at 9:45AM

BEFORE:

Judge Alphonso Arnold III

REPORTER:

DOROTHY Z. JONES

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## **Clearview Exhibit 1**

Clearview's Nov. 21, 2024 Answer and New Matter to  
Complaint



Eckert Seamans Cherin & Mellott, LLC  
213 Market Street  
8<sup>th</sup> Floor  
Harrisburg, PA 17101

TEL: 717 237 6000  
FAX: 717 237 6019

Bryce R. Beard, Esq.  
717.237.6041  
bbeard@eckertseamans.com

November 21, 2024

**Via Electronic Filing**

Rosemary Chiavetta, Secretary  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

Re: Leroy Bitterman v. Clearview Electric, Inc.  
Docket No. C-2024-3051938

Dear Secretary Chiavetta:

Enclosed for electronic filing please find the Answer and New Matter to Formal Complaint of Clearview Electric, Inc. with regard to the above-referenced matter. Copies to be served in accordance with the attached Certificate of Service.

Sincerely,

*Bryce R. Beard*  
Bryce R. Beard

BRB/red  
Enclosure

cc: Cert. of Service w/enc.

**CERTIFICATE OF SERVICE**

I hereby certify that this day I served a copy of Clearview Electric, Inc.'s **Answer and New Matter to Formal Complaint** upon the persons listed below in the manner indicated in accordance with the requirements of 52 Pa. Code Section 1.54.

**Via Email**

Leroy Bitterman  
38 Hillside Drive  
Woolwich Township, NJ 08085  
[Rbitterman94@comcast.net](mailto:Rbitterman94@comcast.net)

Date: November 21, 2024

*/s/ Bryce R. Beard*  
\_\_\_\_\_  
Bryce R. Beard, Esq.

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Leroy Bitterman,	:	
	:	
Complainant,	:	
	:	
v.	:	Docket No. C-2024-3051938
	:	
Clearview Electric, Inc.,	:	
	:	
Respondent.	:	

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**NOTICE TO PLEAD**

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TO: Leroy Bitterman III  
38 Hillside Dr.  
Woolwich Township, NJ 08085  
[Rbitterman94@comcast.net](mailto:Rbitterman94@comcast.net)

You are hereby notified that an Answer to the enclosed **New Matter** of Clearview Electric, Inc., must be filed within 20 days of the date of service.

All pleadings, such as an Answer to New Matter, must be filed with the Secretary of the Pennsylvania Public Utility Commission with a copy served to counsel for Clearview Electric, Inc., and where applicable, the Administrative Law Judge presiding over the proceeding.

File with:

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

With a copy to:

Karen O. Moury, Esq. (I.D. No. 36879)  
Bryce R. Beard, Esq. (I.D. No. 325837)  
Eckert Seamans Cherin & Mellott, LLC  
213 Market St., 8<sup>th</sup> Floor  
Harrisburg, PA 17101  
[kmoury@eckertseamans.com](mailto:kmoury@eckertseamans.com)  
[bbeard@eckertseamans.com](mailto:bbeard@eckertseamans.com)

Date: November 21, 2024

*/s/ Bryce R. Beard*

---

Bryce R. Beard, Esquire

*Attorneys for Clearview Electric, Inc.*

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Leroy Bitterman,	:	
	Complainant,	:
	:	
v.	:	Docket No. C-2024-3051938
	:	
Clearview Electric, Inc.,	:	
	Respondent.	:

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**CLEARVIEW ELECTRIC, INC.’S  
ANSWER AND NEW MATTER TO THE FORMAL COMPLAINT**

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Pursuant to the regulations of the Pennsylvania Public Utility Commission (“Commission” or “PUC”) at 52 Pa. Code §§ 5.61 and 5.62, Clearview Electric, Inc. (“Clearview”) submits this Answer and New Matter to the Formal Complaint of Leroy Bitterman (“Mr. Bitterman” or “Complainant”) which was served on Clearview by the Commission on November 1, 2024. In support of this Answer and New Matter, Clearview avers as follows:

**INTRODUCTION**

The Complainant is requesting the Commission order a “reimbursement” from Clearview for the electric generation service Clearview provided “over the past three quarters.” Complaint at ¶¶ 4 and 5. While the Complainant does not allege any charges from Clearview were incorrect or improper, Complainant alleges that Clearview “consistently charged over \$0.25 per kWh” which Complainant alleges was “higher than the average rate in [his] area.” Complaint at ¶ 4. The Complainant further alleges that “Clearview Energy’s pricing practices...” “raises questions about fairness and transparency.” Complaint at ¶ 4. By way of relief, Complainant asks that he receive a \$1,200 “reimbursement in the form of either a direct payment or a billing credit.” Complaint at ¶ 5

Clearview requests that the case be dismissed. As discussed herein, after multiple written notices Mr. Bitterman’s account was transferred to Clearview from YEP Energy and his service

with Clearview began on August 3, 2023. Prior to this transfer of service, Clearview avers that Mr. Bitterman enrolled with YEP Energy through his utility's, PPL Electric Utilities' ("PPL"), Standard Offer Program (SOP) but that his SOP term had expired, and he was receiving service from YEP Energy at a month-to-month variable rate. Prior to the transfer of his account, Mr. Bitterman received a transition letter, and multiple notices of changes to his terms of service providing how he could contact Clearview and that there was no penalty for cancellation of his transferred month-to-month variable product with Clearview. Mr. Bitterman did not respond to any of the notices, and his month-to-month variable rate service was transitioned from YEP Energy to Clearview consistent with his terms of service. Subsequently, Mr. Bitterman received five (5) rate change notices from Clearview notifying him of changes to his month-to-month variable service rate from November 2023 – April 2024. Mr. Bitterman did not respond to any of these variable rate change notices. On, July 26, 2024, Mr. Bitterman contacted Clearview to inquire about his service from Clearview and his month-to-month variable rate. After discussing his account's transfer and his service at variable rates, Mr. Bitterman requested to be returned to PPL's default service which Clearview honored. Mr. Bitterman's last day of service from Clearview was July 31, 2024, as determined by PPL.

Clearview's conduct was at all times in compliance with the Commission's rules and regulations. Clearview acted appropriately under the circumstances, and its notices and service provided to Mr. Bitterman made him aware of his account transfer from YEP Energy and the variable rate Clearview was providing consistent with his existing terms of service.

**ANSWER**

1. **Admitted.** Upon reasonable investigation, Clearview believes that the current contact information for the Complainant is correct. It is also admitted that Complainant's service address is different from his mailing address and located at 1122 Boulder Rd, Blakeslee, PA 18610.

2. **Admitted.** It is admitted that the Complaint is directed at Clearview. By way of further answer, Clearview is an electric generation supplier ("EGS") authorized to supply electricity to retail customers throughout Pennsylvania under a license issued by the Commission at Docket No. A-2010-2152506.

3. **Admitted.** It is admitted that the Complaint concerns electric supply services provided to the Complainant. By way of further answer, Clearview provided electric supply to the Complainant effective August 3, 2023, until July 31, 2024. Upon information and belief, Complainant enrolled with YEP Energy through PPL's SOP, which Complainant initiated with his utility. Upon information and belief, Complainant's SOP term had expired prior to any service from Clearview, and his account was receiving service from YEP Energy at a month-to-month variable rate. By initial notice dated June 23, 2024, YEP Energy informed Mr. Bitterman that YEP Energy was transferring his service to Clearview before the end of July 2023 as YEP Energy was selling its Pennsylvania business to Clearview. Mr. Bitterman did not respond to this notice. On August 3, 2023, Mr. Bitterman's account was transitioned to Clearview consistent with his existing terms of service. On September 5, 2023, Clearview sent Mr. Bitterman an advance notice about changes to his existing Terms of Service from Clearview, noting that his service was recently assigned from YEP Energy to Clearview and that his current, month-to-month variable rate would continue per his original contract. Mr. Bitterman did not respond to this notice. On September 20, 2023, Clearview sent another advance notice of changes to his Terms of Service after the transition to Clearview. Mr. Bitterman did not respond to this notice. Consistent with his terms of service,

Clearview provided service to Mr. Bitterman at a month-to-month variable rate. Clearview notified Mr. Bitterman of changes to his variable rate by written notice on November 5, 2023, December 8, 2023, and April 8, 2024.<sup>1</sup> Mr. Bitterman did not respond to any these variable rate change notices. On July 26, 2024, Mr. Bitterman contacted Clearview, and after reviewing his variable service and transition to Clearview, he asked that his account be returned to default service. Clearview honored and processed his request that day which became effective July 31, 2024, as determined by his utility.

4. **Denied.** It is denied that Clearview’s rates were not “fair” or “transparent” as Mr. Bitterman received multiple written notices of changes to his variable rates. Denied that Clearview “consistently charged over \$0.25 per kWh.” Clearview is without information to either admit or deny Complainant’s financial situation or what Complainant means by the “average rate in [his] area” and as such those allegations are denied. Denied that Clearview’s charges were “unnecessary charges” as they were charges for electric generation service provided by Clearview at a month-to-month variable rate.

5. **Denied.** It is denied that Clearview’s charges were “excessive” or that Complainant should be “reimbursed” for the service provided by Clearview. Denied that Complainant is entitled to “a reimbursement of \$1,200” or that that amount is “fair and justified.” Denied that Complainant is entitled to a refund for the variable service he received from Clearview from August 3, 2023, until July 31, 2024. It is denied that the Complainant is entitled to relief since he has alleged no action taken by Clearview that violated the Public Utility Code, Commission regulations or a Commission order. By way of further response, the Commission does not regulate the supply prices charged by EGSs and lacks statutory authority to require EGSs

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<sup>1</sup> Duplicates of the April 8, 2024, rate change notice from \$0.2699/kWh to \$0.2509/kWh were sent on April 9, 2024, and April 12, 2024.

to issue refunds to customers. *Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania v. Pa. PUC*, 120 A.3d 1087, 1101 (Pa Cmwlth. 2015). *See also* 66 Pa. C.S. §§ 2203(11) and 2802(16); *Blue Pilot Energy, LLC v. Pa. PUC*, 241 A.3d 1254, 1265-68 (Pa. Cmwlth. 2020).

6-11. No response is required to Paragraphs 6 through 11 of the Formal Complaint. To the extent such allegations are deemed factual, the factual allegations in Paragraphs 6 through 11 of the Formal Complaint are admitted or denied consistent with Paragraphs 1 through 5 of this Answer.

#### **NEW MATTER**

12. Clearview incorporates the responses of Paragraphs 1 through 11 above.

#### **Request for Refunds of Supply Charges**

13. Under the Commission's regulations governing customer dispute procedures, refunds of supply charges are warranted **only**: (a) if a customer disputes an enrollment within the first two billing periods since the customer should have reasonably known of a change of the supplier; **and** (b) the dispute investigation establishes that the change occurred without the customer's consent.<sup>2</sup> Accepting as true the averments in the complaint, the Complainant does not allege that his enrollment with YEP Energy through PPL's SOP or his account's transfer to Clearview occurred without his consent or was unauthorized in anyway. As further discussed above, Complainant received multiple written notices of his service transition from YEP Energy to Clearview and notices of changes to his month-to-month variable rate, but did not respond to any of those notices.

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<sup>2</sup> 52 Pa. Code § 57.177(b); 52 Pa. Code § 59.97(b).

14. The Commission does not regulate the supply prices charged by EGSs and lacks statutory authority to require EGSs to issue refunds to customers. *Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania v. Pa. PUC*, 120 A.3d 1087, 1101 (Pa Cmwlth. 2015). See also 66 Pa. C.S. §§ 2203(11) and 2802(16); *Blue Pilot Energy, LLC v. Pa. PUC*, 241 A.3d 1254, 1265-68 (Pa. Cmwlth. 2020).

### CONCLUSION

WHEREFORE, Clearview Electric, Inc. requests that the Commission (a) dismiss the Complaint; and (b) grant any other relief deemed appropriate.

Respectfully submitted,

*/s/ Bryce R. Beard*

Karen O. Moury, Esquire (I.D. No. 36879)  
Bryce R. Beard, Esquire (I.D. No. 325837)  
Eckert Seamans Cherin & Mellott, LLC  
213 Market St., 8<sup>th</sup> Floor  
Harrisburg, PA 17101  
(717) 237-6036 (phone)  
(717) 237-6019 (fax)  
kmoury@eckertseamans.com  
bbeard@eckertseamans.com

Date: November 21, 2024

*Counsel for Clearview Electric, Inc.*



## **Clearview Exhibit 2**

June 23, 2023 Notice of Transfer of Account from YEP  
Energy to Clearview



## **Clearview Exhibit 3**

Clearview's September 5, 2023 45 Day Advance Notice  
of Clearview's Standard Terms of Service For Month-To-  
Month Variable Rate Contract.

**PUBLIC VERSION**

# THANK YOU TOGETHER WE ARE MAKING A BETTER PLANET

September 5, 2023

595-T4 P1

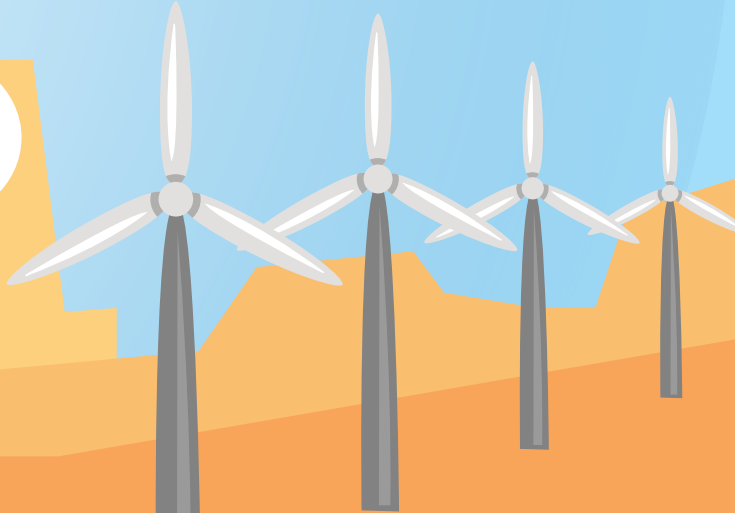
Account Number: [REDACTED]

ROY BITTERMAN  
38 HILLSIDE DR  
WOOLWICH, NJ 08085-1374  
[Barcode]

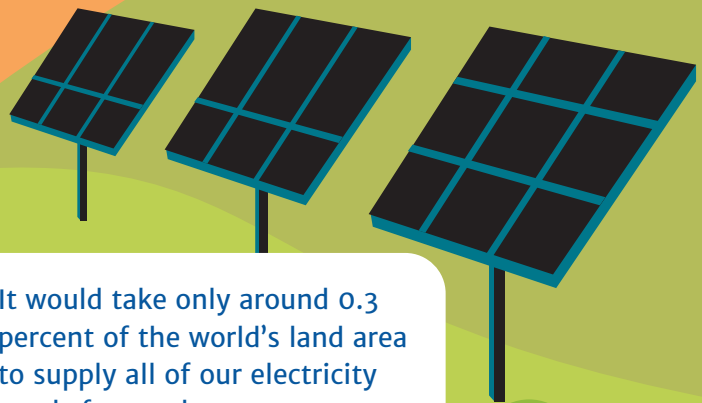
Hi Roy,  
This letter is to let you know in advance about changes to your existing Terms of Service. Your contract was recently assigned from Yep Energy to Clearview Energy. Per the terms of your original contract, your account is currently on a month-to-month variable rate contract.

We've enclosed Clearview Energy's standard Terms of Service for your month-to-month variable rate contract going forward. This change will go into effect 45 days after the date of this notice. We have also enclosed instructions on how to access your account through Clearview Energy's online customer portal where you will be able to access a copy of these Terms of Service, future rate change notices, and other important information from Clearview Energy.

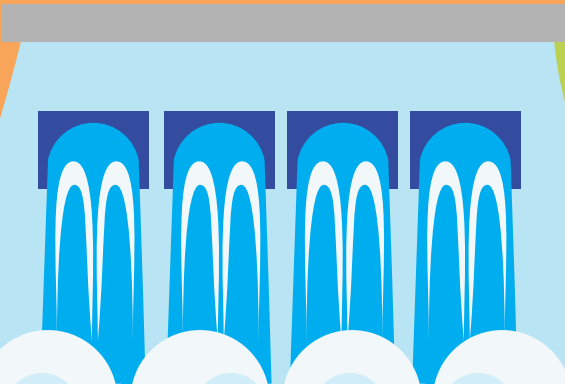
As stated in our Terms of Service, there is no penalty for cancellation of month-to-month products. You may remain on your variable rate contract or you may choose to select a new rate plan with Clearview Energy by calling 800-746-4702 or visiting us online at [www.clearviewenergy.com](http://www.clearviewenergy.com).



One wind turbine can produce enough electricity to power up to 300 homes.



It would take only around 0.3 percent of the world's land area to supply all of our electricity needs from solar power.



Hydro energy is one of the oldest types of power, dating back to the Ancient Egyptians who used it to grind grain.

**QUESTIONS? CONCERNS? COMMENTS? WE'RE ALWAYS HERE TO HELP.  
VISIT CLEARVIEWENERGY.COM FOR WAYS TO REDUCE YOUR ENERGY USAGE.**



**Customer Service:** 800-746-4702  
**Email:** [CustomerService@ClearviewEnergy.com](mailto:CustomerService@ClearviewEnergy.com)  
**Web:** [www.ClearviewEnergy.com](http://www.ClearviewEnergy.com)

This Agreement is for electric supply service between Clearview Electric, Inc. dba Clearview Energy ("Clearview Energy") and Customer. 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.

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](http://www.clearviewenergy.com). Historical pricing is not indicative of present or future pricing.

All pricing can be viewed at [www.ClearviewEnergy.com](http://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**

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

### **5. Terms of Renewal**

This Agreement shall commence for a one (1) month term ("Initial Term") and thereafter rates, with a base starting at \$9.99, 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**

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 true-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](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) 684-6560 or at [www.oca.state.pa.us](http://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](http://www.puc.state.pa)

## **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](http://www.ClearviewEnergy.com)

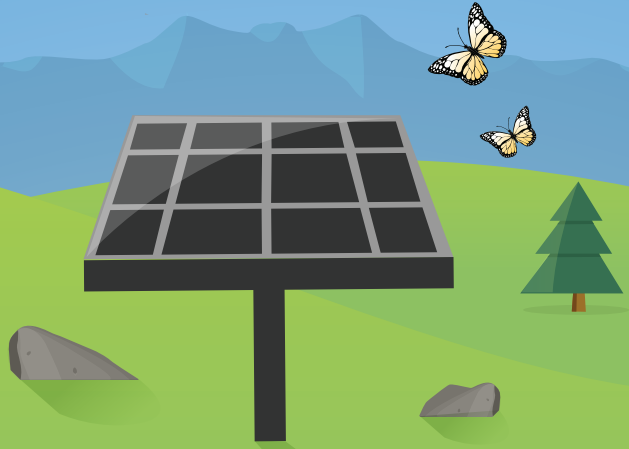
## **18. Definitions**

### **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.



Dear Customer,

Did you know there's an easy way to access your Clearview Energy account information? With the Clearview Energy Customer Portal, you'll have access to information like:

- Current plan information
- Your next rate change notice, if applicable
- Usage information
- Copies of your customer correspondence in the Message Center

Customer portal web address:  
<https://clearviewenergy.ecinfobill.com>

If you have any questions please contact Customer Support by phone or email.

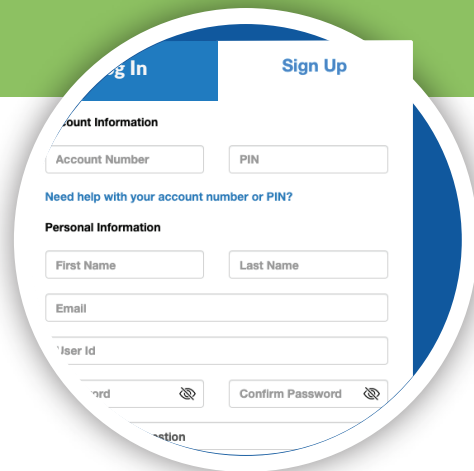
Phone: **1.800.746.4702**  
 E-mail: **customerservice@clearviewenergy.com**

Thank you for being a valued Clearview Energy customer. We look forward to serving you for years to come.

Sincerely,  
 Clearview Energy Customer Service

## Register your account and set up a username and password

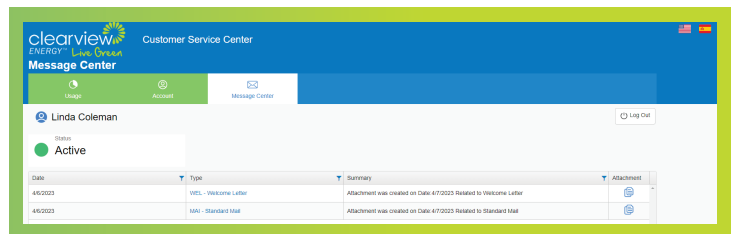
- 1.) Go To <https://clearviewenergy.ecinfobill.com>. You'll need:
  - Your Clearview Energy account number and
  - Your assigned PIN #
 Both located below
- 2.) Go to the "Sign Up" tab to register your account
- 3.) Complete the information within the account registration form



Please note, you will find your account documents under the Message Center Tab

## Log in to your account

- 1.) Go to <https://clearviewenergy.ecinfobill.com>
- 2.) Enter your user id and password that you set up during the registration process
- 3.) Click on the "Log In" button



View your account information	
Clearview Energy account number:	30102624
PIN #:	49A179

**Questions?** If you have any issues setting up your online account, please contact Customer Support by phone or email



**Customer Service:** 1-800-746-4702  
**Email:** [CustomerService@ClearviewEnergy.com](mailto:CustomerService@ClearviewEnergy.com)  
**Web:** [www.ClearviewEnergy.com](http://www.ClearviewEnergy.com)

## **Clearview Exhibit 4**

Clearview's September 20, 2023 30 Day Advance Notice  
of Clearview's Standard Terms of Service For Month-To-  
Month Variable Rate Contract.

**PUBLIC VERSION**

# THANK YOU TOGETHER WE ARE MAKING A BETTER PLANET

September 20, 2023

562-T4 P1

Account Number: [REDACTED]

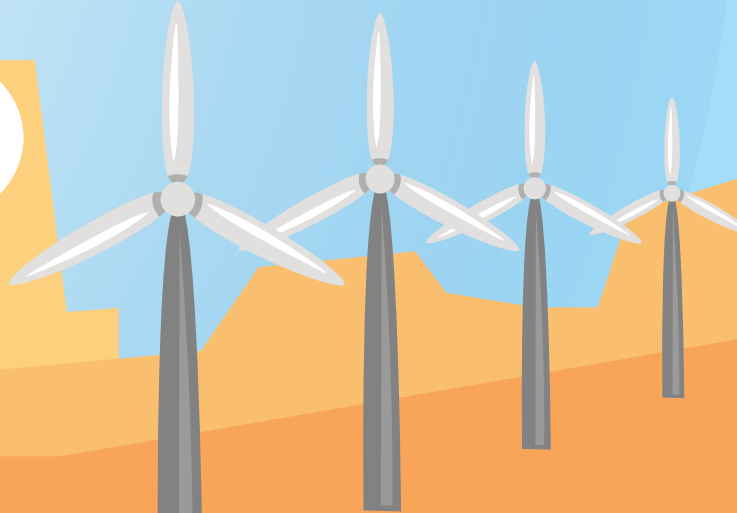
ROY BITTERMAN  
38 HILLSIDE DR  
WOOLWICH, NJ 08085-1374  
[Barcode]

Hi ROY,

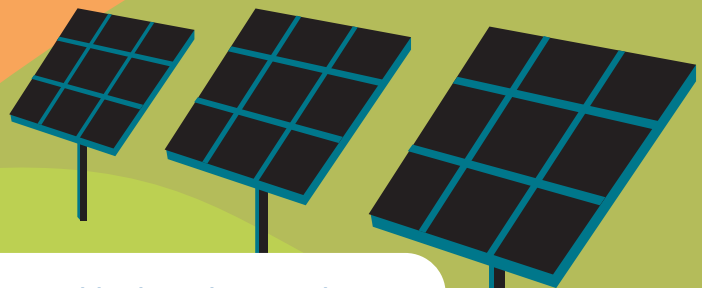
This letter is to let you know in advance about changes to your existing Terms of Service. Your contract was recently assigned from Yep Energy to Clearview Energy. Per the terms of your original contract, your account is currently on a month-to-month variable rate contract.

We've enclosed Clearview Energy's standard Terms of Service for your month-to-month variable rate contract going forward. This change will go into effect 30 days after the date of this notice. We have also enclosed instructions on how to access your account through Clearview Energy's online customer portal where you will be able to access a copy of these Terms of Service, future rate change notices, and other important information from Clearview Energy.

As stated in our Terms of Service, there is no penalty for cancellation of month-to-month products. You may remain on your variable rate contract or you may choose to select a new rate plan with Clearview Energy by calling 800-746-4702 or visiting us online at [www.clearviewenergy.com](http://www.clearviewenergy.com).



One wind turbine can produce enough electricity to power up to 300 homes.



It would take only around 0.3 percent of the world's land area to supply all of our electricity needs from solar power.



Hydro energy is one of the oldest types of power, dating back to the Ancient Egyptians who used it to grind grain.

**QUESTIONS? CONCERNS? COMMENTS? WE'RE ALWAYS HERE TO HELP.  
VISIT CLEARVIEWENERGY.COM FOR WAYS TO REDUCE YOUR ENERGY USAGE.**



**Customer Service:** 800-746-4702  
**Email:** [CustomerService@ClearviewEnergy.com](mailto:CustomerService@ClearviewEnergy.com)  
**Web:** [www.ClearviewEnergy.com](http://www.ClearviewEnergy.com)

This Agreement is for electric supply service between Clearview Electric, Inc. dba Clearview Energy ("Clearview Energy") and Customer. 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.

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](http://www.clearviewenergy.com). Historical pricing is not indicative of present or future pricing.

All pricing can be viewed at [www.ClearviewEnergy.com](http://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**

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

### **5. Terms of Renewal**

This Agreement shall commence for a one (1) month term ("Initial Term") and thereafter rates, with a base starting at \$9.99, 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**

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 true-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](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) 684-6560 or at [www.oca.state.pa.us](http://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](http://www.puc.state.pa)

## **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](http://www.ClearviewEnergy.com)

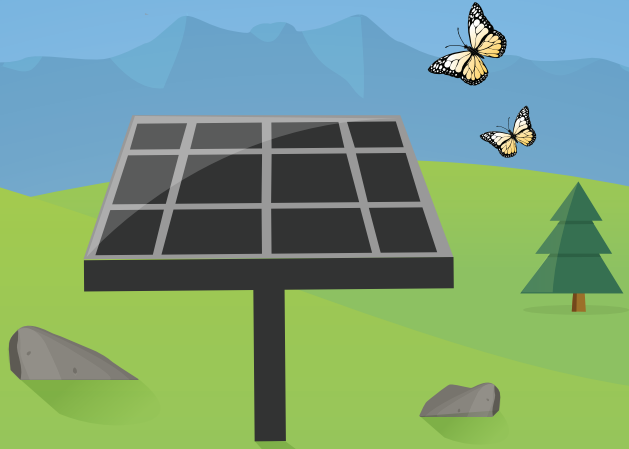
## **18. Definitions**

### **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.



Dear Customer,

Did you know there's an easy way to access your Clearview Energy account information? With the Clearview Energy Customer Portal, you'll have access to information like:

- Current plan information
- Your next rate change notice, if applicable
- Usage information
- Copies of your customer correspondence in the Message Center

Customer portal web address:  
<https://clearviewenergy.ecinfobill.com>

If you have any questions please contact Customer Support by phone or email.

Phone: **1.800.746.4702**

E-mail: **customerservice@clearviewenergy.com**

Thank you for being a valued Clearview Energy customer. We look forward to serving you for years to come.

Sincerely,  
Clearview Energy Customer Service

## Register your account and set up a username and password

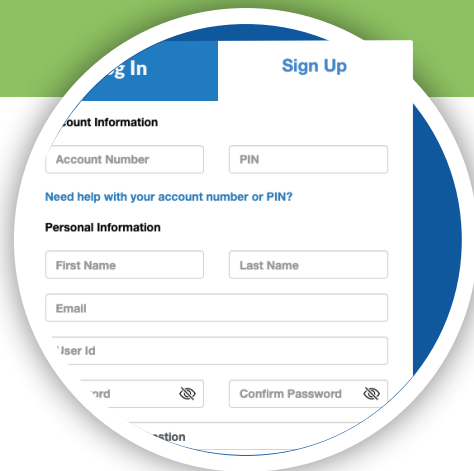
1.) Go To <https://clearviewenergy.ecinfobill.com>. You'll need:

- Your Clearview Energy account number and
- Your assigned PIN #

Both located below

2.) Go to the "Sign Up" tab to register your account

3.) Complete the information within the account registration form



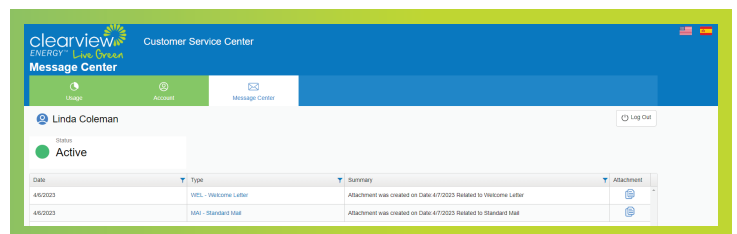
Please note, you will find your account documents under the Message Center Tab

## Log in to your account

1.) Go to <https://clearviewenergy.ecinfobill.com>

2.) Enter your user id and password that you set up during the registration process

3.) Click on the "Log In" button



## View your account information

Clearview Energy account number:	30102624
PIN #:	49A179

## Questions?

If you have any issues setting up your online account, please contact Customer Support by phone or email



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

## **Clearview Exhibit 5**

Clearview's November 5, 2023, December 8, 2023, April 8, 2024, April 9, 2024, and April 12, 2024 Variable Rate Change Notices

**PUBLIC VERSION**









