

COMMONWEALTH OF PENNSYLVANIA
(Public Utility Commission)

-----*
VINCENT MATTIOLA, :
Complainant, : Docket No.:
v. : F-2025-3054761
SMARTENERGY HOLDINGS, LLC, :
Respondent. :
-----*

Pages 1 through 134

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

Thursday, July 31, 2025
Met, pursuant to notice, at 10:10 a.m.

BEFORE: THE HONORABLE CHAD L. ALLENSWORTH
Administrative Law Judge

INDEX TO EXHIBITS
Docket No.: F-2025-3054761
Hearing Date: July 31, 2025

EXHIBITS INDEX

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COMPLAINANT:		
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2 (3/26/25 letter)	17	
3 (3/19/25 letter and decision)	30	
4 (1/29/25 electric bill)	35	37
5 (2/28/25 electric bill)	35	37
SMARTENERGY HOLDINGS, LLC:		
1 (6/26/25 answer letter)		64
2 (MP3)		64
2(a) (MP3 transcript)		64
3 (Welcome kit)		64
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We deliver.

1-800-342-5775
For hours of operation and to pay/manage your account, visit pplelectric.com.

Meter **300676967** Account **[REDACTED]**

Auto Pay Date	Amount Due
1/29/25	\$406.86 (Auto Pay)

[Billing Details on Back](#)

Service to:
VINCENT MATTIOLA
3552 BROADWAY
ALLENTOWN, PA 18104

Supply **\$309.72**

SmartEnergy Holdings
800-443-4440

Effective Date
7/23/24

1,740 kWh at \$0.17800

PPL Electric Utilities Price to Compare

\$0.10771 Use this price when comparing supplier offers.

Usage from Dec 4 - Jan 6

Usage Charges
\$406.86

Delivery **\$97.14**

PPL Electric Utilities

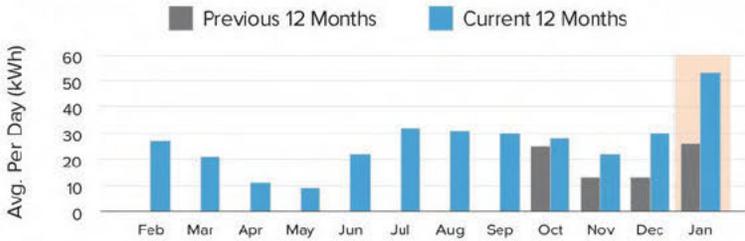
Consider making a monthly pledge to Operation HELP to assist those in need to heat their homes.

WANT TO SAVE?
Reduce heating costs by sealing air leaks with caulk, spray foam or weather stripping.

SHOP FOR ELECTRICITY

Visit PAPowerSwitch.com or www.oca.state.pa.us
If you're shopping, know your contract expiration date.
Account Number: [REDACTED]
The price to compare is updated June 1st and December 1st.
Rate: RS. View schedule at pplelectric.com/rates

Usage Summary



For usage and billing details, visit us online at pplelectric.com

January

Electricity Usage (kWh)	Avg. Temperature	Avg. Daily Cost
+111%	-5°	+202%
823 (2024) / 1740 (2025)	38° (2024) / 33° (2025)	\$4.08 (2024) / \$12.33 (2025)

Questions/concerns? Contact us by 1/24/25

1-800-342-5775
Visit pplelectric.com for hours of operation.



Correspondence to:
PPL Customer Service
827 Hausman Road
Allentown, PA 18104-9392

Account Number	Auto Pay Date	Amount Due
[REDACTED]	1/29/25	Auto Pay

VINCENT MATTIOLA
3552 BROADWAY
ALLENTOWN, PA 18104

PPL ELECTRIC UTILITIES
PO BOX 419054
ST LOUIS, MO 63141-9054

kWh Delivered (to Customer)			
Meter Number	Reading Dates	Meter Reading	Kilowatt-Hours
300676967	Jan 6	89190	1740
	Dec 4	87450	
Days Billed: 33		Avg. kWh/Day: 53	Total Delivered: 1740
Date Range	Annual Total Usage	Avg Monthly	
Feb 2024 - Jan 2025	9694 kWh	808 kWh	

Next meter reading on or about: Feb 5, 2025.
 State taxes this bill: About \$0.94. PA Gross Receipts Tax: About \$5.73.

Supply Details

Generation & Transmission Charges for Dec 4-Jan 6	
SmartEnergy Holdings	1,740 kWh at \$0.17800 309.72
	Gross Receipts Tax \$18.27
Total SmartEnergy Holdings Charges	\$309.72

For questions on these charges, please contact this supplier at:



800-443-4440



**SmartEnergy Holdings
Customer Services**
7450 Tilghman Street
Suite 100
Allentown, PA 18106

General information: Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution rates and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Understanding Your Bill

- Act 129 Compliance Rider** - Monthly charge to recover costs for energy efficiency and conservation programs approved by the PUC.
- Customer Charge** - The basic service charge to partially cover costs for billing, meter reading, equipment and service line maintenance. If you select a new supplier, the name, address and telephone number for both your distribution and supplier company will appear on your bill.
- Distribution Charge (Delivery)** - Part of the basic service charges on every customer's bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.
- Kilowatt-hour (kWh)** - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour. A kilowatt-hour is the equivalent of using ten 100-watt light bulbs for one hour.

Billing Summary

Previous Balance	\$129.91
Payment Received Dec 26, 2024 - Thank You!	-\$129.91
Balance as of Jan 8, 2025	\$0.00
Total Supply Charges	\$309.72
Total Delivery Charges	\$97.14
Automatic Bill Payment on 1/29/25	\$406.86
Account Balance	\$406.86

Delivery Details

Distribution Charges	
Residential Rate: RS for Dec 4 - Jan 6	
Customer Charge	15.69
1,740 kWh at 4.7748¢ per kWh	83.08
Tax Cut and Jobs Act Credit at -8.00%	-6.05
System Improvement Charge at 5.00%	4.64
PA Tax Adj Surcharge at -0.2211%	-0.22
Total Delivery Charges	\$97.14

Understanding Your Bill

- kWh Delivered** - The amount of electricity we delivered to you for your use.
- Storm Damage Expense Rider** - Monthly charge to recover certain costs to make repairs after major storms.
- System Improvement Charge** - Monthly charge to recover costs for improving, repairing and replacing equipment that delivers electricity to your home or business.
- Smart Meter Rider** - Monthly charge to recover costs associated with the smart meter programs approved by the PUC.
- State Tax Adjustment Surcharge** - Monthly charge or credit to reflect changes in various state taxes. The surcharge may vary by bill component.
- Tax Cut and Jobs Act Credit** - Monthly adjustment for federal tax changes.
- Type(s) of Meter Readings:**
 - Actual** - Measures your monthly electricity use based on an actual reading.



We deliver.

1-800-342-5775
For hours of operation and to pay/manage your account, visit pplelectric.com.

Meter 300676967

Account [REDACTED]

Auto Pay Date

Amount Due

2/28/25

\$307.01
(Auto Pay)

[Billing Details on Back](#)

Service to:
VINCENT MATTIOLA
3552 BROADWAY
ALLENTOWN, PA 18104

Supply	\$228.55	Usage from Jan 6 - Feb 5	\$78.46	Delivery
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SmartEnergy Holdings
800-443-4440

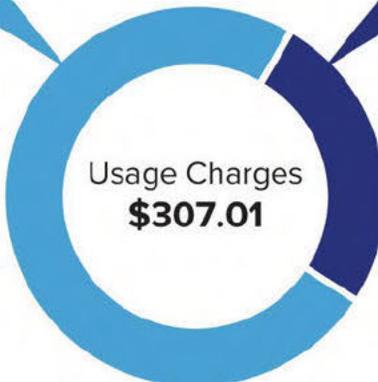
Effective Date
2/7/25

PPL Electric Utilities

PPL Electric Utilities Price to Compare

\$0.10771

Use this price when comparing supplier offers.



Consider making a monthly pledge to Operation HELP to assist those in need to heat their homes.

WANT TO SAVE?

A smart thermostat can save you about \$180 a year. Try setting your thermostat at 68 degrees to save.

SHOP FOR ELECTRICITY

Visit PAPowerSwitch.com or www.oca.state.pa.us
If you're shopping, know your contract expiration date.
Account Number: [REDACTED]
The price to compare is updated June 1st and December 1st.
Rate: RS. View schedule at pplelectric.com/rates

Usage Summary



For usage and billing details, visit us online at pplelectric.com

February

Electricity Usage (kWh)	Avg. Temperature	Avg. Daily Cost
+53%	-8°	+142%
840 (2024) / 1284 (2025)	33° (2024) / 25° (2025)	\$4.22 (2024) / \$10.23 (2025)

Questions/concerns? Contact us by 2/25/25

1-800-342-5775

Visit pplelectric.com for hours of operation.



Correspondence to:
PPL Customer Service
827 Hausman Road
Allentown, PA 18104-9392

Account Number	Auto Pay Date	Amount Due
[REDACTED]	2/28/25	Auto Pay

VINCENT MATTIOLA
3552 BROADWAY
ALLENTOWN, PA 18104

PPL ELECTRIC UTILITIES
PO BOX 419054
ST LOUIS, MO 63141-9054

kWh Delivered (to Customer)			
Meter Number	Reading Dates	Meter Reading	Kilowatt-Hours
300676967	Feb 5	90474	1284
	Jan 6	89190	
Days Billed: 30		Avg. kWh/Day: 43	Total Delivered: 1284

Date Range	Annual Total Usage	Avg Monthly
Mar 2024 - Feb 2025	10138 kWh	845 kWh

Next meter reading on or about: Mar 6, 2025.
 State taxes this bill: About \$0.76. PA Gross Receipts Tax: About \$4.62.

Supply Details

SmartEnergy Holdings	1,284 kWh at \$0.17800	228.55
	Gross Receipts Tax \$13.48	
	Total SmartEnergy Holdings Charges	\$228.55

For questions on these charges, please contact this supplier at:

 800-443-4440
 
SmartEnergy Holdings Customer Services
 7450 Tilghman Street
 Suite 100
 Allentown, PA 18106

General information: Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution rates and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

Understanding Your Bill

- Act 129 Compliance Rider** - Monthly charge to recover costs for energy efficiency and conservation programs approved by the PUC.
- Customer Charge** - The basic service charge to partially cover costs for billing, meter reading, equipment and service line maintenance. If you select a new supplier, the name, address and telephone number for both your distribution and supplier company will appear on your bill.
- Distribution Charge (Delivery)** - Part of the basic service charges on every customer's bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.
- Kilowatt-hour (kWh)** - The basic unit of electric energy for which most customers are charged in cents per kilowatt-hour. A kilowatt-hour is the equivalent of using ten 100-watt light bulbs for one hour.

Billing Summary

Previous Balance	\$406.86
Payment Received Jan 27, 2025 - Thank You!	-\$406.86
Balance as of Feb 7, 2025	\$0.00
Total Supply Charges	\$228.55
Total Delivery Charges	\$78.46

Automatic Bill Payment on 2/28/25	\$307.01
Account Balance	\$307.01

Delivery Details

Distribution Charges	
Residential Rate: RS for Jan 6 - Feb 5	
Customer Charge	15.62
1,284 kWh at 4.99¢ per kWh	64.07
Tax Cut and Jobs Act Credit at -8.00%	-4.76
System Improvement Charge at 5.00%	3.75
PA Tax Adj Surcharge at -0.28%	-0.22
Total Delivery Charges	\$78.46

Understanding Your Bill

- kWh Delivered** - The amount of electricity we delivered to you for your use.
- Storm Damage Expense Rider** - Monthly charge to recover certain costs to make repairs after major storms.
- System Improvement Charge** - Monthly charge to recover costs for improving, repairing and replacing equipment that delivers electricity to your home or business.
- Smart Meter Rider** - Monthly charge to recover costs associated with the smart meter programs approved by the PUC.
- State Tax Adjustment Surcharge** - Monthly charge or credit to reflect changes in various state taxes. The surcharge may vary by bill component.
- Tax Cut and Jobs Act Credit** - Monthly adjustment for federal tax changes.
- Type(s) of Meter Readings:**
 - Actual** - Measures your monthly electricity use based on an actual reading.

SmartEnergy Exhibit 1

SmartEnergy's June 26, 2025 Answer and New Matter to
Complaint



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

TEL: 717 237 6000
FAX: 717 237 6019

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

June 26, 2025

Via Electronic Filing

Matthew Homsher, Secretary
PA Public Utility Commission
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: Vincent Mattiola v. SmartEnergy Holdings, LLC
Docket No. F-2025-3054761

Dear Secretary Homsher:

Enclosed for electronic filing please find SmartEnergy Holdings, LLC's Answer and New Matter to Formal Complaint 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

cc: Cert. of Service w/enc.
Administrative Law Judge Chad L. Allensworth (via email callenswor@pa.gov)

CERTIFICATE OF SERVICE

I hereby certify that this day I served a copy of SmartEnergy Holdings, LLC'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 Only

Vincent Mattiola
3552 Broadway
Allentown, PA 18104
3552Broadway@gmail.com

Date: June 26, 2025

Bryce R. Beard

Bryce R. Beard, Esq.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Vincent Mattiola, :
 :
 v. : Docket No. F-2025-3054761
 :
 SmartEnergy Holdings, LLC :

NOTICE TO PLEAD

TO: Vincent Mattiola
3552 Broadway
Allentown, PA 18104
3552Broadway@gmail.com

You are hereby notified that an Answer to the enclosed **New Matter** of SmartEnergy Holdings, LLC 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 SmartEnergy Holdings, LLC, and where applicable, the Administrative Law Judge presiding over the proceeding.

File with:

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

With a copy to:

Deanne O'Dell, Esquire
Bryce R. Beard, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, PA 17101
dodell@eckertseamans.com
bbeard@eckertseamans.com

Date: June 26, 2025

/s/ Bryce R. Beard

Bryce R. Beard, Esquire

Attorneys for SmartEnergy Holdings, LLC

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Vincent Mattiola, :
 :
 v. : Docket No. F-2025-3054761
 :
 SmartEnergy Holdings, LLC :

**ANSWER AND NEW MATTER OF SMARTENERGY
HOLDINGS, LLC TO COMPLAINT**

Pursuant to 52 Pa. Code §§ 5.61, 5.62, SmartEnergy Holdings, LLC (“SmartEnergy” or “Respondent”) submits this Answer and New Matter to the Complaint of Vincent Mattiola (“Complainant”). In support of this Answer and New Matter, SmartEnergy avers as follows:

INTRODUCTION

The Complainant dispute his account’s transition to a variable rate product following the completion of a 4-month fixed rate contract Complainant “signed up [for] with SmartEnergy as our electric supplier (EGS)” Complaint at ¶ 4. By way of relief, Complainant requests, monetary damages in the form of compensation for price difference in supply price charged and compensation for Complainant’s “loss of time”. Complaint at ¶ 5. Complainant also seeks relief in the form of “investigations,” civil penalty, compensation for all Pennsylvania consumers, suspension of SmartEnergy’s license, and other requests for relief. Complaint at ¶ 5.

As discussed in more detail below, the Complaint should be dismissed. Notably, Complainant does not dispute his enrollment with SmartEnergy, admitting that his account was authorized by him to be enrolled with SmartEnergy on July 15, 2024. Complaint at ¶ 4. Following his enrollment, Complainant was sent a Welcome Kit on July 16, 2024 which included a Welcome Letter and a copy of Complainant’s terms of service. The core of the complaint is that Complainant failed to exercise his rights upon proper notice under his terms of service as his 4-month term was coming to a close when his account was transitioned to a variable rate product consistent with the

terms of the parties' agreement. The terms of the parties' contract, which were provided to Complainant with his Welcome Kit, clearly provides "Renewal Terms" informing Complainant that he will receive advance notices of his options as his fixed duration contract approaches its expiration date. In fact, SmartEnergy provided Complainant all notices required by law. SmartEnergy provided Complainant his terms of service informing him that his fixed term was expiring and that he would be transferred to a variable rate if no action was taken. SmartEnergy sent the required renewal notices on October 31, 2024 and November 15, 2024, informing Complainant of his options regarding his electric supply service. Complainant took no affirmative action to exercise any alternatives provided to him by SmartEnergy prior to expiration of his then-existing contract and did not respond to either of the renewal notices. With no affirmative actions taken by Complainant, SmartEnergy his account was properly transitioned to the noticed variable rate December 22, 2024. Complainant received service pursuant to the terms of his variable rate service until his account was returned to default service on February 7, 2025.

SmartEnergy submits that it has acted in accordance with the law at all times during its provisioning of services to Complainant. As such, SmartEnergy respectfully requests that the Formal Complaint be dismissed. In support of this Answer and New Matter, SmartEnergy answers and avers as follows:

ANSWER

1. **Admitted.** To the best of SmartEnergy's knowledge and belief, the customer's name and additional information in Paragraph 1 of the Complaint are true and accurate.
2. **Admitted.** By way of further answer, it is averred that SmartEnergy is licensed by the Pennsylvania Public Utility Commission (Docket No. A-2014-2416214) to provide electric generation supply services to the public, *inter alia*, in the service area of PPL Electric Utilities.

3. **Admitted.** Admitted that SmartEnergy provided electric supply service to Complainant. By way of further answer, Complainant enrolled with SmartEnergy on July 15, 2024, in a 100% renewable 4-month, fixed rate product at \$0.0679 per kWh, effective July 23, 2024. SmartEnergy mailed the Complainant a Welcome Letter, including a Contract Summary and his Terms of Service on July 16, 2024. The Complainant received service at a fixed rate from SmartEnergy until December 22, 2024 when his fixed rate expired and was transitioned to a variable rate service following notices sent on October 31, 2024 and November 15, 2024 informing Complainant that his service would be transitioned to a variable rate if no action was taken consistent with his contract.

4. **Admitted in part and Denied in part.** Admitted that Complainant enrolled with SmartEnergy in a 4-month fixed rate contract on July 15, 2024. **Denied** that Complainant's contract "stated that our service would terminate at the conclusion on contract period." Following his enrollment, Complainant was sent a Welcome Kit on July 16, 2024 which included a Welcome Letter and a copy of Complainant's terms of service which speaks for itself and any misrepresentation of those terms is **Denied**. The terms of the parties' contract which were provided to Complainant with his Welcome Kit clearly provides "Renewal Terms" informing Complainant that he will receive advance notices of his options as his fixed duration contract approaches its expiration date. In fact, SmartEnergy provided Complainant all notices required by law and his terms of service informing him that his fixed term was expiring and that he would be transferred to a variable rate if no action was taken. SmartEnergy sent the required renewal notices on October 31, 2024 and November 15, 2024, informing Complainant of his options regarding his electric supply service. Complainant took no action under the terms of his contract and did not take any action in response to either of SmartEnergy's renewal notices. As such, his account was properly

transitioned to the noticed variable rate December 22, 2024. Complainant received service pursuant to the terms of his variable rate service until his account was returned to default service on February 7, 2025. The remainder of this paragraph is **Denied** in its entirety as it contains speculation and opinions of Complaint to which no response is required.

5. **Denied.** As a general matter, SmartEnergy has acted in accordance with the law at all times during Respondent's provision of electric supply service and strictly denies that any relief can be granted. **Denied** that any "compensation" of SmartEnergy's supply charges is warranted or permissible by law under the circumstances. **Denied** that the Complainant is entitled to relief since they have alleged no action taken by SmartEnergy 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 to issue refunds to customers. *Coalition for Affordable Utility Services and Energy Efficiency in Pennsylvania v. Pa. PUC*, 120 A3d 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). **Denied** that the Commission has the authority to award "compensation" for Complainants' alleged loss of time.

6-11. **No Response Necessary.** 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 **Denied** consistent with the other responses in this Answer.

NEW MATTER

Request for Refunds of Supply Charges

12. Under the Commission's regulations, 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.¹ Accepting all facts as pleaded in the Complaint as true, the Complainant does not dispute the July 15, 2024 enrollment, and thus the Complainant does not meet the first prong of the refund remedy. Further, even if the enrollment was in dispute, consistent with the Commission's Bureau of Consumer Services resolution of the complaint and review of the records SmartEnergy provided, Complainant failed to contact SmartEnergy following the renewal notices SmartEnergy sent him pursuant to his terms of service on October 31, 2024 and November 15, 2024. The Bureau of Consumer Services correctly determined:

Resolution: Decision Issued: Case dismissed. Smartenergy sent renewal notices, per PA regulations, prior to the four month fixed rate expiring. The customer did not contact Smartenergy after the renewal notices were sent, therefore the customer's account transitioned to a month to month variable rate of \$0.17800 cents per kilowatt hour. Smartenergy has agreed to provide a rerate in which the customer will be charged the fixed rate price of \$0.0679 per kilowatt hour through the contract expiration date of 12/22/2024. Smartenergy is no longer the customer's supplier effective 2/07/2025.

13. 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 A3d 1087, 1101 (Pa Cmwlt. 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. Cmwlt. 2020).

¹ 52 Pa. Code § 57.177(b); 52 Pa. Code § 59.97(b).

The Commission Lacks Jurisdiction to award damages

14. It is fundamental that the Commission lacks the statutory authority to hear claims on or award damages for such items.² Pennsylvania law has long held that damages are a question for the trial courts.³ The Commission has consistently dismissed claims for alleged monetary damages and compensation for lack of jurisdiction.⁴

15. The Complainant’s request for “compensation” and other damages cannot be awarded by the Commission under the law, and his requests for relief must be denied.

CONCLUSION

WHEREFORE, SmartEnergy Holdings, LLC, respectfully requests that the Commission (a) dismiss the Complaint against SmartEnergy Holdings, LLC, and (b) grant any other relief deemed appropriate.

Respectfully submitted,

/s/ Bryce R. Beard

Deanne O’Dell, Esquire (I.D. No. 81064)
Bryce R. Beard, Esquire (I.D. No. 325837)
Eckert Seamans Cherin & Mellott, LLC
213 Market St., 8th Floor
Harrisburg, PA 17101
(717) 237-6041 (phone)
(717) 237-6019 (fax)
dodell@eckertseamans.com
bbeard@eckertseamans.com

Date: June 26, 2025

Counsel for SmartEnergy Holdings LLC

² *Byer v. Peoples Natural Gas Co.*, 380 A.2d 383 (Pa. Super. 1977); *Feingold v. Bell of Pennsylvania*, 477 Pa. 1, 383 A.2d 791 (1977); *DeFrancesco v. Western Pennsylvania Water Company*, 499 Pa. 374, 453 A.2d 595 (1982); *Elkin v. Bell of Pa.*, 491 Pa. 123, 420 A.2d 371 (1980)

³ *See Miller Oral Surgery, Inc. v. Dinello*, 416 Pa. Super. 310, 611 A.2d 232 (1992) (finding award of lost profits as damages); *see also Delahanty v. First Pennsylvania Bank, N.A.*, 318 Pa. Super. 90, 126, 464 A.2d 1243, 1261 (1983).

⁴ *See e.g. Carlson v. Equitable Gas Company*, Docket No. C-20078025, Opinion and Order (Order Entered June 10, 2008)(Holding that complainant’s claims of lost income, property damage, and mental stress were “monetary damages” that the Commission lacks authority to award.)(*citing DeFrancesco v. Western Pennsylvania Water Company*, 499 Pa. 374, 453 A.2d 595 (1982)).

Verification

I, Lidia Chávez, am the Director of Regulatory Compliance for SmartEnergy Holdings, LLC (“SmartEnergy”). I hereby state that the facts set forth in the foregoing **Answer and New Matter** are true and correct to the best of my knowledge, information and belief and that I expect SmartEnergy to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to sworn falsification to authorities).

/s/ Lidia Chávez

Lidia Chávez
Director of Regulatory Compliance
SmartEnergy Holdings, LLC

SmartEnergy Exhibit 2 and 2(a)

Exhibit 2 – Recording of July 15, 2024 sign-up and
Mattiola verification (mp3 file provided by email)

Exhibit 2(a) – Transcript of July 15, 2024 sign-up and
Mattiola Verification

1 **Transcript of July 15, 2024 Sign-up call verification, Vincent Mattiola**

2
3 SmartEnergy Rep.: So that I can quickly process your enrollment with SmartEnergy today. I
4 want to confirm that I've explained everything correctly. As a reminder, we are on a recorded
5 line. Is that okay with you?
6

7 Mattiola: Yep.
8

9 SmartEnergy Rep.: Thank you, Great. My name is Edward with this smart energy. And the date
10 is July 15th, 2024. Can you please state your full name for me?
11

12 Mattiola: Vincent Mattiola.
13

14 SmartEnergy Rep.: Thank you so much. Is that also the name that appears on the utility bill?
15 You's got also the name that appears on the utility bill?
16

17 Mattiola: Yes.
18

19 SmartEnergy Rep.: Thank you. Are you an authorized decision maker on this account?
20

21 Mattiola: Yes.
22

23 SmartEnergy Rep.: Thank you so much. Can you please state and spell your first name for me?
24

25 Mattiola: V I N C E N T
26

27 SmartEnergy Rep.: Okay, and the last name, please?
28

29 Mattiola: M A T T I O L A
30

31 SmartEnergy Rep.: Thank you so much. So we're almost done. Now I just need to ask you two
32 quick questions to confirm the information we've discussed. Please answer each questions with a
33 clear yes and no. And at the end, I will provide you with a confirmation number.
34

35 So do you understand that by enrolling this SmartEnergy's 100% renewable energy plan you will
36 receive the fixed rate of 6.79 cents per kilowatt hour for four months and after that, the rate
37 mentions from month to month based on market conditions, including cost, weather, and other
38 business factors. And as mentioned, PPL will continue to deliver your electricity, stamp your bill,
39 and respond to emergencies. Do you understand?
40

41 Mattiola: Yes.
42

43 SmartEnergy Rep.: Thank you. Last question. SmartEnergy will send you a welcome kit
44 confirming everything we have discussed today and PPL Electric will send you a letter
45 confirming you have selected SmartEnergy. When you receive your SmartEnergy welcome kit,
46 you will be able to review all the terms of our agreement, and if you change your mind and the

1 next three business days, there will be no impact to your account. During the term, you can
2 cancel at any time or with a fee of ten per month remaining and return to PPL Electric standard
3 rates. Do you understand your right to cancel?
4

5 Mattiola: Yes.
6

7 SmartEnergy Rep.: Thank you so much. All right, before we're finished, let's confirm your
8 address one more time, which is 3552 Broadway, Allentown PA, 18104.
9

10 Mattiola: That's correct.
11

12 SmartEnergy Rep.: All right, perfect. Just give me one moment now to find out something we
13 have that termination fee. Just give me one moment, please.
14

15 Mattiola: Okay.
16

17 SmartEnergy Rep.: All right, perfect. I'll be right back, all right? Stay with me, please.
18

19 Mattiola: Yeah.
20

21 SmartEnergy Rep.: Hello, Vincent?
22

23 Mattiola: Yeah Hi.
24

25 SmartEnergy Rep.: Yes, thank you a month for waiting, sir. So, yes, it's as I basically just read.
26 \$10 per month remaining. So now you're all set sir. Remember, if you have any questions, you
27 can call our customer service center at 1-800-443-4440. That's why I gave you my name and
28 extension. My name is Edward extension 1138. So let me give you the confirmation number
29 now. Give me one minute, please. Confirmation number is 926-0144.
30

31 Mattiola: 9260144.
32

33 SmartEnergy Rep.: Correct. And again, your service with SmartEnergy should start within the
34 next one to two weeks. Is there anything else that I can help you with?
35

36 Mattiola: No, that just it.
37

38 SmartEnergy Rep.: All right, it's be my pleasure, reasons. You have a nice day. Bye.
39

40 Mattiola: Thank you.
41

42 SmartEnergy Rep.: No problem. Bye.
43

SmartEnergy Exhibit 3

SmartEnergy's July 16, 2024 Welcome Letter and Terms
of Service

PUBLIC VERSION



7450 Tilghman St. Suite 100 Allentown, PA 18106-9030
tel 800.443-4440 fax 877.227.0355
e-mail: customer.care@smartenergy.com
www.smartenergy.com
July 16, 2024



127069-17A
Vincent Mattiola
3552 Broadway
Allentown, PA 18104-5926

000866

Account Number(s): XXXXXXXXXX

Dear Vincent:

Welcome and congratulations for choosing SmartEnergy. We are delighted to have the opportunity to serve you!

We want to remind you of the key benefits of your plan, and make sure you understand what to expect. At SmartEnergy we will strive to provide you with the lowest possible rate, cleaner electricity, and the same reliable service.

You have selected our 4 months fixed product with a fixed rate of 6.79 cents per kilowatt hour for 100% renewable electricity supply. Your electricity rate will appear on the supply portion of your bill. Your agreement and other materials are enclosed.

Here's what to expect:

- PPL Electric Utilities will still deliver your electricity, read your meter and respond to emergencies just like they always have. Your choice of SmartEnergy will be processed by PPL Electric Utilities within one or two billing cycles.
- After that, you will see SmartEnergy listed in the electricity supply portion of your PPL Electric Utilities bill. You'll continue to receive one bill and make one payment to PPL Electric Utilities every month. Nothing else will change.

If you have any questions about SmartEnergy, please call us directly at 1-800-443-4440, Monday to Friday from 8:00AM to 7:00 PM EST, Saturday from 9:00 AM to 6:00 PM EST, or visit us at www.smartenergy.com.

Sincerely,

Dan Kern
Chief Executive Officer



CERTIFICATE OF TREE PLANTING

A TREE WILL BE PLANTED BY
THE ARBOR DAY FOUNDATION
IN A STATE FOREST
IN HONOR OF
Vincent Mattiola
IN RECOGNITION OF
YOUR SELECTING SMARTENERGY

"He that plants a tree loves others beside himself." — Thomas Fuller

The trees planted for you are an act of optimism and kindness, a labor of love, and a commitment to stewardship.

Handwritten signature of Dan Kern in black ink.

Dan Kern, Chief Executive

Handwritten signature of Matt Harris in black ink.

Matt Harris, Chief Executive



SMARTENERGY PENNSYLVANIA CONTRACT SUMMARY

Electric Generation Supplier (EGS) Information	SmartEnergy Holdings, LLC 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030 customer.care@smartenergy.com www.smartenergy.com 1-800-443-4440 SmartEnergy is responsible for generation charges. 
Price Structure	Fixed during the first four (4) monthly billing cycles.
Generation/ Supply Price	The rate for the first four (4) monthly billing cycles is 6.79 cents/kWh.
Statement Regarding Savings	The generation charge may not always provide savings to the Customer .
Deposit Requirements	None.
Incentives	None
Contract Start Date	This Agreement will begin on a date set by your Electric Distribution Company (EDC) which may be the first meter read after the EDC completes your enrollment with SmartEnergy .
Contract Duration/Length	Four (4) monthly billing cycles.
Cancellation/Early Cancellation Fees	None.
Renewal Terms	If you have a fixed duration contract approaching the expiration date, or whenever SmartEnergy proposes to change the contract, you will receive two separate written notifications, the first approximately 45 60 days in advance, and the second 30 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving the Disclosure Statement. To cancel, you may contact SmartEnergy by writing to SmartEnergy Holdings, LLC , 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030, or by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com .

* Please retain this document for your records. If you have any questions regarding this agreement, contact your **EGS** using the information above.



SmartEnergy – Pennsylvania Disclosure Statement for Residential and Small Commercial Customers

1. **Agreement to Purchase Electricity.** SmartEnergy Holdings, LLC (“SmartEnergy”), www.smartenergy.com, is an **Electric Generation Supplier**, licensed by the **Pennsylvania Public Utility Commission (“PUC”)** to offer and supply electric generation services to residential and small commercial customers in the Commonwealth of Pennsylvania. **SmartEnergy’s PUC license number is A-2014-2416214.** Subject to acceptance by **SmartEnergy** and your **Electric Distribution Company (“EDC”)**, you agree to purchase, and **SmartEnergy** agrees to supply, all of your electricity, as delivered to you by your **EDC** under the terms and conditions set forth in this document (the “Disclosure Statement”). **SmartEnergy** will be supplying the generation portion of your electricity, and your **EDC** will continue to provide the distribution services. Generation prices and charges are set by **SmartEnergy**, the electric generation supplier you have chosen. The **Public Utility Commission** regulates distribution prices and services. The **Federal Energy Regulatory Commission** regulates transmission prices and services. As used herein, the words “we”, “us” and “our” refer to **SmartEnergy**, and the words “you” and “your” refer to the **Customer**.

Other defined terms:

- **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.

2. **Agreement and Duration.** The Disclosure Statement, Enrollment Form, Internet Enrollment Form, Telephone Verification Recording, Contract Summary and Welcome Letter shall be referred to collectively as the “Agreement”. The Contract Summary specifies the product type (fixed rate or variable rate) and the duration that applies to your Agreement with **SmartEnergy**. Only applicable sections that describe your specific product type will apply to your Agreement. The duration of this Agreement will begin on a date set by your **EDC** which may be the first meter read after the **EDC** completes your enrollment with **SmartEnergy** and will continue for the duration as set forth at the time of enrollment and confirmed in the Contract Summary under “Contract Duration/Length” unless cancelled by you or **SmartEnergy** in accordance with the terms of this Agreement.

3. **Expiration/Change in Terms.**

a. If you enrolled in a fixed-rate plan, your Agreement will continue for the duration as set forth at the time of enrollment and confirmed in the Welcome Letter or the Contract Summary unless terminated by you or **SmartEnergy** in accordance with the terms of this Agreement. If you have a fixed duration contract approaching the expiration date, or whenever **SmartEnergy** proposes to change the contract, you will receive two separate written notifications, the first approximately 45-60 days in advance, and the second 30 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

b. If you enrolled in a variable-rate plan, your Agreement will continue on a month-to-month basis, unless cancelled by you or **SmartEnergy** in accordance with the terms of this Agreement. Whenever **SmartEnergy** proposes to change the terms of service, you will receive two separate written notifications, the first approximately 45-60 days in advance, and the second 30 days in advance of the effective date of the proposed changes. These notifications will explain your options going forward.

4. **Right of Rescission.** You may rescind this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. To rescind, you may contact **SmartEnergy** by writing to **SmartEnergy Holdings, LLC**, 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030, or by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com. An Agreement for electric generation services shall not be legally binding until the rescission period has expired, and you have not, directly or indirectly, rescinded your selection of **SmartEnergy**.

5. **Cancellation Provisions.** Both you and **SmartEnergy** may cancel this Agreement in accordance with the terms provided below.

a. Relocation. You are required to provide notice to **SmartEnergy** if you relocate. If you relocate, a final reading will be made at your old address, and your account with both the **EDC** and **SmartEnergy** will be cancelled. If you relocate within your **EDC's** service territory, you may be able to enter into a new electricity supply agreement with **SmartEnergy**.

b. Cancellation by Customer. You may cancel this Agreement at any time, for any reason, without fees or penalties. To cancel, you may contact **SmartEnergy** by mail, telephone, or electronically at the contact information provided above.

c. Cancellation of Service by **SmartEnergy**. **SmartEnergy** may cancel this Agreement for an Event of Default (as defined in Section 10 below) by you, provided that **SmartEnergy** provides you with at least thirty (30) days' advance written Notice for you to cure the Event of Default before the cancellation is effective. In addition, in the event of a change in applicable law or regulation that prevents or prohibits **SmartEnergy** from performing under the terms of this Agreement, or for any other reason, **SmartEnergy** reserves the right to cancel this Agreement by following the applicable rules in providing Notice to you.

d. Effect of Cancellation. If you cancel this Agreement, you agree to pay for the electricity supplied by **SmartEnergy** through the date that another

company begins to supply electricity to you. You are responsible for all charges incurred through the date that makes your cancellation effective and for any fees incurred by **SmartEnergy** in collecting any unpaid amounts due.



6. **Pricing.** You have enrolled either in a fixed-rate plan or a variable-rate plan as set forth at the time of enrollment and confirmed in the Welcome Letter or the Contract Summary. Fixed rates and variable rates, if applicable, will be determined as follows:

a. Fixed Rate. If you enrolled in a fixed-rate plan, the fixed rate per kilowatt-hour ("kWh") will be as indicated in the Welcome Letter or the Contract Summary. The fixed rate will be multiplied by the amount of electricity you use in the billing cycle to determine the generation portion of your bill. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

b. Variable Rate. If you enrolled in a variable rate plan, the variable rate per kWh for the first month will be as indicated in the Welcome Letter or the Contract Summary. Thereafter, or if your Agreement renews to a variable-rate plan, you will be charged a variable rate; variable rates may be higher or lower each month, will be set in **SmartEnergy's** sole discretion, and are not based on a market or index price. **SmartEnergy** typically considers some or all of the following factors when setting variable rates:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring power including wholesale prices, any ancillary service costs, capacity auctions, utility fees, and transmission and distribution losses;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors **SmartEnergy** considers may be weighed differently each month. **SmartEnergy** may spread sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, **SmartEnergy** seeks to acquire the majority of its anticipated electricity supply in advance rather than from the spot market. For all of these reasons, the variable rate may not correlate with changes in wholesale market prices, with the **EDC's** rate or with other suppliers' rates. The variable rate will be multiplied by the amount of electricity you use in the billing cycle to determine the generation portion of your bill. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. **SmartEnergy's** prices may be higher or lower than your **EDC's** rate in any given month. You will receive a written notice at least 30 days before a variable rate change comes into effect. To access current, available future and highest and lowest historical rates over the preceding 24 months, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. or visit our website www.smartenergy.com. **THERE IS NO LIMIT ON HOW MUCH THE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.**

b. If you accepted an offer from **SmartEnergy** that included an incentive to enroll, such as a month of free electricity or cash back, your incentive will be described in the Contract Summary or Welcome Letter (or both). You must complete the instructions and comply with the terms and conditions on the form included with your Welcome Letter to receive the incentive. You must have an active account with **SmartEnergy** when we process the form in order to be eligible. If you have questions regarding the incentive, you may call **SmartEnergy** at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00

p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T.

c. You may contact **SmartEnergy** by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com or online at www.smartenergy.com to obtain the previous 24 months' average monthly billed prices for that customer's rate class and **EDC** service territory. Historical pricing is not indicative of present or future pricing.

d. Information about shopping for an electric supplier is available at www.PaPowerSwitch.com or other successor media platform as determined by the **Public Utility Commission**, by calling the **Public Utility Commission** at (800) 692-7380 and the **Office of Consumer Advocate** at (800) 684-6560 or at www.oca.state.pa.us.

7. **Billing.** You will receive one bill from your **EDC** monthly, in which your **SmartEnergy** supply charges will be listed separately from your **EDC's** delivery charges. Your **EDC** may or may not charge a fee for switching service to **SmartEnergy**. **SmartEnergy** may offer budget billing for the generation portion of the bill if permitted by your **EDC**. If at any time during the duration of this Agreement your **EDC** does not provide consolidated billing for your account, you will be billed by **SmartEnergy** for any charges owed to **SmartEnergy**. In that case, you will be billed separately by your **EDC** for any taxes, distribution charges or other utility fees and charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account termination fees. You may visit the official electric shopping website of the **Pennsylvania Public Utility Commission (PUC)** at www.PaPowerSwitch.com to find and compare the rates offered by **SmartEnergy** and other **Electric Generation Supplier** to the Price to Compare, or by calling the **Commission** at 1-800-692-7380 and the **Office Of Consumer Advocate** at 1-800-684-6560 or at www.oca.state.pa.us.

Payment. Your payment is due by the date specified in your **EDC** bill, and late payments will be subject to interest at 1.5% per month or the highest amount allowable under applicable law, whichever is lower. The **EDC** will set your payment due date and the payment address.

9. **Information Release Authorization.** You authorize **SmartEnergy** to obtain and review information from your **EDC**, including but not limited to the following: account name, account number, billing address, service address, standard offer service type, historical and future electricity usage, rate classification, characteristics of electricity service. This information may be used by **SmartEnergy** to determine whether it will commence and/or continue to provide electricity to you. Such information may be disclosed to a third-party if (a) required by law; (b) such disclosure is to a third party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to us; (c) in connection with your electric generation service; and (d) to our affiliates and subcontractors for marketing purposes. Your acceptance of this Agreement is an authorization for the release of this information to **SmartEnergy**. This authorization will remain in effect during the duration of this Agreement. You may rescind this authorization at any time by providing Notice thereof to **SmartEnergy** or calling 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. **SmartEnergy** reserves the right to cancel this Agreement on thirty (30) calendar days' Notice in the event you rescind such authorization. **SmartEnergy** will maintain the confidentiality of a customer's personal information including the customer's name, address, telephone number, electric usage and historic payment information, as required by applicable **Public Utility Commission** regulations and Federal and State laws.

10. **Events of Default.** An Event of Default shall mean: (i) failure to make any payment required under this Agreement when due; (ii) the failure to take electric supply when delivered under the terms of this Agreement; (iii) if you file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action under any bankruptcy or similar law for the protection of creditors, or have such petition filed against you and

such petition is not withdrawn or dismissed for twenty (20) days after such filing; or (iv) you are unable to pay your debts as they are due and such inability is not cured within ten (10) days after **SmartEnergy** provides you with written Notice.



a. **Remedy for Event of Default.** **SmartEnergy** has the right to cancel this Agreement according to Section 4 above if an Event of Default by you occurs.

b. **Collection of Past Due Charges.** **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account cancellation fees.

11. **Penalties, Fees and Exceptions.** YOU WILL NOT BE SUBJECT TO ANY FEES OR PENALTIES IF YOU CANCEL THIS AGREEMENT AT ANY TIME.

12. **Renewable Energy and Renewable Energy Credits.** If you have selected a renewable energy product from **SmartEnergy**, your rate includes an additional charge for the purchasing of Renewable Energy Certificates and the following provision applies: **SmartEnergy** will, either directly and/or through its affiliate(s), retire, on your behalf, non-certified Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro, in an amount matching either all of your usage for a calendar year or the renewable content amount specified in your plan description. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meters; but, through this product, you can support generators of renewable energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity usage. **SmartEnergy** relies on regional system power from the grid to serve its customers' minute-by-minute consumption. But, through retirement of RECs by **SmartEnergy**, on behalf of customers, **SmartEnergy** will acquire enough RECs to match either all of your usage or the renewable content amount specified in your plan description. **SmartEnergy** may take up to six (6) months after the

end of a calendar year to retire RECs needed to fulfill this product. **SmartEnergy** will not be liable to you or any other party for any advertising assertions related to this product including, without limitation, any claim or liability arising from a representation made as to the “green” or “carbon free” nature of the electricity or this product.

13. **Legal Notice.** All legal notice to be given hereunder (“Notice”) will be in writing and delivered as specified in this Agreement to both you and **SmartEnergy**, as applicable, by certified mail or email to you at your service or email address, and to **SmartEnergy** at 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030 or customer.care@smartenergy.com. Notice will be effective upon either confirmation of receipt by the person to whom it is addressed, or when delivery is confirmed by the carrier, whichever is earlier.

14. **Miscellaneous.**

a. Dispute Resolution. You agree to contact **SmartEnergy** by phone at 1-800-443-4440 (toll-free) (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by mail addressed to **SmartEnergy Holdings, LLC**, 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030, or by email at customer.care@smartenergy.com regarding any dispute related to the Agreement. You should contact your **EDC** concerning a power outage or any other emergency. If you are not satisfied after discussing your complaint with **SmartEnergy**, you may contact the **PUC** at 400 North Street, Harrisburg, PA 17120 or at 1-800-692-7380 (toll free).

Contact Information

Electric Generation Supplier:

SmartEnergy Holdings, LLC

7450 Tilghman St. Suite 100

Allentown, PA 18106-9030

PUC license number A-2014-2416214

1-800-443-4440, Monday to Friday, 8:00 a.m. to 7:00 p.m. E.T., and Saturday, 9:00 a.m. to 6:00 p.m. E.T.

Website: www.smartenergy.com

Email: customer.care@smartenergy.com

Pennsylvania Public Utility Commission (PUC):

400 North Street

Harrisburg, PA 17120

1-800-692-7380 (toll free)

www.puc.pa.gov

b. Assignment. You may not assign your rights or obligations under this Agreement without **SmartEnergy’s** express written consent. **SmartEnergy** may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement, and may also assign its interest in this Agreement to another electric supplier or other entity as permitted by law.

c. Publicity. When you provide a testimonial or win a contest, **SmartEnergy** shall be entitled to disclose and publicize your identity as a customer of **SmartEnergy** on its website and in any other marketing material.

d. Entire Agreement. This Agreement is the entire agreement between you and **SmartEnergy** and supersedes any prior written or verbal agreements. This Agreement is binding upon you and **SmartEnergy** and each of its respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

e. Representations and Warranties, Limitation of Liability and Arbitration. The electricity supplied by **SmartEnergy** under this Agreement will be purchased from a variety of sources. SMARTENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. SMARTENERGY’S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. NEITHER SMARTENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES,

REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON A CLAIM RELATING TO CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, LOST PROFITS, BREACH, NON-PERFORMANCE OR ANY OTHER BASIS. YOU AND SMARTENERGY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH SMARTENERGY AND YOU AGREE NOT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

f. Arbitration. If your complaint or dispute is not resolved through contact with our customer service department, you agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Please visit www.smartenergy.com/resolvingdisputes for the full terms and conditions that govern your agreement to resolve any disputes arising under this Agreement through binding arbitration or small claims court.

g. Force Majeure. **SmartEnergy** will make commercially reasonable efforts to provide electricity supply but does not guarantee continuous service. **SmartEnergy** is not responsible for power outages or other events outside its control that may prevent **SmartEnergy** from supplying electricity (collectively, "Force Majeure Events"), including without limitation, acts of God or governmental authority, accidents, labor disputes, required maintenance, your **EDC's** non-performance, including without limitation, an outage, or changes in laws of any governmental authority or any other cause beyond **SmartEnergy's** control.

SmartEnergy shall not be liable to you for any interruptions caused by a Force Majeure Event.

h. Governing Law. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

i. Non-Waiver; Severability. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any subsequent breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

15. **Environmental Disclosure Label.** An Environmental Disclosure Label specifying the approximate generation resource mix and environmental characteristics of the power supply being offered under this Agreement can be found on the **SmartEnergy** website at www.smartenergy.com. **SmartEnergy** will provide a printed copy of the environmental disclosure information upon request and periodically to the extent required by applicable law.

16. **Electric Emergencies and Power Quality.** The **EDC** will continue to operate the electric transmission lines and to maintain responsibility for power outages and for power quality. You will hold **SmartEnergy** harmless in the event of a loss of power caused by any entity other than **SmartEnergy**. If you have an electrical emergency, power outage or reduction in power quality, you should contact your **EDC** at its telephone number for emergencies.





PENNSYLVANIA ENVIRONMENTAL DISCLOSURE LABEL

Electric suppliers are required to provide customers with environmental disclosure labels. The label enables customers to look at the energy sources, air emissions, and information about the supplier's company in order to make a more informed choice of a power supplier. Based on the most current data available at the time of filing, please see the environmental information for electricity offered by SmartEnergy Holdings, LLC below, based on the most current data available at the time of filing.

Power Sources

Sources of electricity supplied for the 12 months ending 12/31/2023

Sources of electricity for all SmartEnergy Holdings, LLC customers in the reporting period 1/1/2023 - 12/31/2023 was met by generation from the following sources.

Source	Percentage of total
Coal	14.89
Oil	0.15
Natural Gas	44.36
Nuclear	33.53
Hydro	0.93
Biomass	0.00
Captured Methane Gas	0.17
Solar Voltaic	1.44
Solid Waste	0.48
Water	0.00
Wind	3.50
Wood/Wood Waster	0.17
Total	100%

Air Emissions

PJM System Mix Emissions

Carbon dioxide (CO₂), nitrogen oxides (NO_x), and sulfur dioxide (SO_x) emission rates for the PJM regions.

Emission Type	Lbs. per MWH	Percentage of PJM Regional Average
Carbon Dioxide	734.168	100%
Nitrogen Oxides	0.2548	100%
Sulfur Dioxide	0.3234	100%

The PJM system mix represents all resources used for electricity generation in the region. The electricity is the product of a mix of generation energy sources that is delivered over a system of wires. Information on generation energy sources, energy efficiency, environmental impacts or historical billing data is available upon request. With in-depth analysis, the environmental characteristics of any form of electric generation will reveal benefits as well as costs.

For further information, contact SmartEnergy by phone at 1-800-443-4440 (toll-free), from 8 AM to 7 PM (Mon - Fri) and 9 AM to 6 PM (Sat) Eastern Time. Updates to this disclosure document will be made electronically and available at www.SmartEnergy.com.

SmartEnergy Exhibit 4

SmartEnergy's October 31, 2024 Renewal Notice



7450 Tilghman St. Suite 100 Allentown, PA 18106-9030
tel 800.443.4440 fax 877.227.0355
e-mail: customer.care@smartenergy.com
www.smartenergy.com
October 31, 2024



129762-01A
Vincent Mattiola
3552 Broadway
Allentown, PA 18104-5926

000585

Dear Vincent Mattiola,

Thank you for being a loyal SmartEnergy customer. We are delighted to have the opportunity to serve you!

The future of energy is green

SmartEnergy helps support wind, solar, and hydro power generators who produce renewable energy. We are dedicated to making green energy affordable for everyone, and we're glad that you have chosen to join our cause.

Fixed rate plan options

Your continued satisfaction is important to us, so we want to remind you that your current fixed-rate plan for electricity supply will expire on December 22, 2024. Some people prefer the predictability of a fixed-rate plan. If you would like to lock in your rate and stay on a fixed-rate plan, please call our customer care team at 1-800-443-4440. We'll make sure to find the best plan for you.

No action is necessary

If you don't select another fixed-rate plan, you will be automatically transitioned to our variable-rate plan. You will receive a notice with details of the changes and options available to you within the next three weeks. After your current contract expires, your contract will automatically renew unless you select another fixed-rate plan or cancel your month-to-month variable-rate plan. Either way, you can sit back and relax knowing that you'll continue to receive energy generated from renewable sources, like wind, solar & hydropower. Because variable-rate plans reflect changes in the market price for energy, your rate may fluctuate from month-to-month. But rest assured that whatever your plan, we are always working to provide you with a fair price and great service.

If you change your mind and would like to cancel your SmartEnergy plan, just call our customer care team at 1-800-443-4440. We'll help you transition to one of our other plans, and of course, you can always choose another supplier or PPL Electric Utilities. At SmartEnergy, we understand the value of flexibility for our customers. As always, with SmartEnergy, you can cancel any time without any penalties or fees.

Thank you again for your loyalty and for the opportunity to serve you!

Sincerely,

Customer Care

SmartEnergy Exhibit 5

SmartEnergy's November 15, 2024 Renewal

Notice

PUBLIC VERSION



7450 Tilghman St. Suite 100 Allentown, PA 18106-9030
 tel 800.443-4440 fax 877.227.0355
 e-mail: customer.care@smartenergy.com
www.smartenergy.com



November 15, 2024



129762-18A*000645
 Vincent Mattiola
 3552 Broadway
 Allentown, PA 18104-5926



Account Number: XXXXXXXXXX

Important information regarding your electric supply contract

Dear Vincent,

Thank you for being a loyal SmartEnergy customer. We are delighted to have the opportunity to serve you!

The future of energy is green

SmartEnergy helps support wind, solar, and hydro power generators who produce renewable energy. We are dedicated to making green energy affordable for everyone, and we're glad that you have chosen to join our cause.

Fixed rate plan options

Your continued satisfaction is important to us, so we want to remind you that your current fixed-rate plan for electricity supply will expire on December 22, 2024. Some people prefer the predictability of a fixed-rate plan. If you would like to lock in your rate and stay on a fixed-rate plan, please call our customer care team at 1-800-443-4440. We'll make sure to find the best plan for you.

No action is necessary

If you don't select another fixed-rate plan, you will be automatically transitioned to our variable-rate plan. After your current contract expires, your contract will automatically renew unless you select another fixed-rate plan or you cancel your month-to-month variable-rate plan. Your current rate is 6.79 cents /kWh and your next rate will be 17.80 cents /kWh starting with your December 22, 2024 billing cycle. Either way, you can sit back and relax knowing that you'll continue to receive energy generated from renewable sources, like wind, solar & hydropower. Because variable-rate plans reflect changes in the market price for energy, your rate may fluctuate from month-to-month. But rest assured that whatever your plan, we are always working to provide you with a fair price and great service.

The Terms of Service that will apply to your variable-rate agreement with SmartEnergy are enclosed with this letter. If you change your mind and would like to cancel your SmartEnergy plan, just call our customer care team at 1-800-443-4440. We'll help you transition to one of our other plans, and of course, you can always choose another supplier or PPL Electric Utilities.

For additional assistance, you may call the Office of Consumer Advocate (www.oca.state.pa.us) at 1-800-684-6560, the PA Public Utilities Commission (www.puc.state.pa.us) at 1-800-692-7380, or PA Power Switch (www.papowerswitch.com) at 1-800-692-7380. As always, with SmartEnergy, you can cancel any time without any penalties or fees.

Thank you again for your loyalty and for the opportunity to serve you!

Customer Care



SMARTENERGY PENNSYLVANIA CONTRACT SUMMARY

Electric Generation Supplier (EGS) Information	<p>SmartEnergy Holdings, LLC 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030 customer.care@smartenergy.com www.smartenergy.com 1-800-443-4440</p> <p>SmartEnergy is responsible for generation charges.</p>
Price Structure	<p>Variable rate. Variable rates will be established monthly, may be higher or lower each month, will be set in SmartEnergy's sole discretion, and are not based on a market or index price. Please see Section 6(b) of the Disclosure Statement for an explanation of how SmartEnergy will calculate the variable rates. You will receive a written notice at least 30 days before a variable rate change comes into effect. To access current, available future and highest and lowest historical rates over the preceding 24 months, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 6:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or visit our website www.smartenergy.com. THERE IS NO LIMIT ON HOW MUCH THE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.</p>
Generation/Supply Price	The rate for the first billing cycle is 17.80¢/kWh.
Statement Regarding Savings	The generation charge may not always provide savings to the Customer .
Deposit Requirements	None.
Incentives	None.
Contract Start Date	This Agreement will begin on a date set by your EDC which may be the first meter read after the EDC completes your enrollment with SmartEnergy .
Contract Duration/Length	Month-to-month.
Cancellation Fees	None.
End of Contract	The term of this agreement is month-to-month and will continue unless canceled by SmartEnergy or the Customer .
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving the Disclosure Statement. To cancel, you may contact SmartEnergy by writing to SmartEnergy Holdings, LLC , 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030, or by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com .

* Please retain this document for your records. If you have any questions regarding this agreement, contact your **EGS** using the information above.



SmartEnergy – Pennsylvania Disclosure Statement for Residential and Small Commercial Customers

1. **Agreement to Purchase Electricity.** SmartEnergy Holdings, LLC (“SmartEnergy”), www.smartenergy.com, is an **Electric Generation Supplier**, licensed by the **Pennsylvania Public Utility Commission (“PUC”)** to offer and supply electric generation services to residential and small commercial customers in the Commonwealth of Pennsylvania. **SmartEnergy’s PUC license number is A-2014-2416214.** Subject to acceptance by SmartEnergy and your **Electric Distribution Company (“EDC”)**, you agree to purchase, and SmartEnergy agrees to supply, all of your electricity, as delivered to you by your EDC under the terms and conditions set forth in this document (the “Disclosure Statement”). SmartEnergy will be supplying the generation portion of your electricity, and your EDC will continue to provide the distribution services. Generation prices and charges are set by SmartEnergy, the electric generation supplier you have chosen. The **Public Utility Commission** regulates distribution prices and services. The **Federal Energy Regulatory Commission** regulates transmission prices and services. As used herein, the words “we”, “us” and “our” refer to SmartEnergy, and the words “you” and “your” refer to the **Customer**.

Other defined terms:

- **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.

2. **Agreement and Duration.** The Disclosure Statement, Enrollment Form, Internet Enrollment Form, Telephone Verification Recording, Contract Summary and Welcome Letter shall be referred to collectively as the “Agreement”. The Contract Summary specifies the product type (fixed rate or variable rate) and the duration that applies to your Agreement with **SmartEnergy**. Only applicable sections that describe your specific product type will apply to your Agreement. The duration of this Agreement will begin on a date set by your **EDC** which may be the first meter read after the **EDC** completes your enrollment with **SmartEnergy** and will continue for the duration as set forth at the time of enrollment and confirmed in the Contract Summary under “Contract Duration/Length” unless cancelled by you or **SmartEnergy** in accordance with the terms of this Agreement.

3. **Expiration/Change in Terms.**

a. If you enrolled in a fixed-rate plan, your Agreement will continue for the duration as set forth at the time of enrollment and confirmed in the Welcome Letter or the Contract Summary unless terminated by you or **SmartEnergy** in accordance with the terms of this Agreement. If you have a fixed duration contract approaching the expiration date, or whenever **SmartEnergy** proposes to change the contract, you will receive two separate written notifications, the first approximately 45-60 days in advance, and the second 30 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.

b. If you enrolled in a variable-rate plan, your Agreement will continue on a month-to-month basis, unless cancelled by you or **SmartEnergy** in accordance with the terms of this Agreement. Whenever **SmartEnergy** proposes to change the terms of service, you will receive two separate written notifications, the first approximately 45-60 days in advance, and the second 30 days in advance of the effective date of the proposed changes. These notifications will explain your options going forward.



4. **Right of Rescission.** You may rescind this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. To rescind, you may contact **SmartEnergy** by writing to **SmartEnergy Holdings, LLC**, 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030, or by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com. An Agreement for electric generation services shall not be legally binding until the rescission period has expired, and you have not, directly or indirectly, rescinded your selection of **SmartEnergy**.

5. **Cancellation Provisions.** Both you and **SmartEnergy** may cancel this Agreement in accordance with the terms provided below.

a. Relocation. You are required to provide notice to **SmartEnergy** if you relocate. If you relocate, a final reading will be made at your old address, and your account with both the **EDC** and **SmartEnergy** will be cancelled. If you relocate within your **EDC's** service territory, you may be able to enter into a new electricity supply agreement with **SmartEnergy**.

b. Cancellation by Customer. You may cancel this Agreement at any time, for any reason, without fees or penalties. To cancel, you may contact **SmartEnergy** by mail, telephone, or electronically at the contact information provided above.

c. Cancellation of Service by **SmartEnergy**. **SmartEnergy** may cancel this Agreement for an Event of Default (as defined in Section 10 below) by you, provided that **SmartEnergy** provides you with at least thirty (30) days' advance written Notice for you to cure the Event of Default before the cancellation is effective. In addition, in the event of a change in applicable law or regulation that prevents or prohibits **SmartEnergy** from performing under the terms of this Agreement, or for any other reason, **SmartEnergy** reserves the right to cancel this Agreement by following the applicable rules in providing Notice to you.

d. Effect of Cancellation. If you cancel this Agreement, you agree to pay for the electricity

supplied by **SmartEnergy** through the date that another company begins to supply electricity to you. You are responsible for all charges incurred through the date that makes your cancellation effective and for any fees incurred by **SmartEnergy** in collecting any unpaid amounts due.

6. **Pricing.** You have enrolled either in a fixed-rate plan or a variable-rate plan as set forth at the time of enrollment and confirmed in the Welcome Letter or the Contract Summary. Fixed rates and variable rates, if applicable, will be determined as follows:

a. Fixed Rate. If you enrolled in a fixed-rate plan, the fixed rate per kilowatt-hour ("kWh") will be as indicated in the Welcome Letter or the Contract Summary. The fixed rate will be multiplied by the amount of electricity you use in the billing cycle to determine the generation portion of your bill. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax.

b. Variable Rate. If you enrolled in a variable rate plan, the variable rate per kWh for the first month will be as indicated in the Welcome Letter or the Contract Summary. Thereafter, or if your Agreement renews to a variable-rate plan, you will be charged a variable rate; variable rates may be higher or lower each month, will be set in **SmartEnergy's** sole discretion, and are not based on a market or index price. **SmartEnergy** typically considers some or all of the following factors when setting variable rates:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring power including wholesale prices, any ancillary service costs, capacity auctions, utility fees, and transmission and distribution losses;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors **SmartEnergy** considers may be weighed differently each month. **SmartEnergy** may spread sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. In addition, **SmartEnergy** seeks to acquire the majority of its anticipated electricity supply in advance rather than from the spot market. For all of these reasons, the variable rate may not correlate with changes in wholesale market prices, with the **EDC's** rate or with other suppliers' rates. The variable rate will be multiplied by the amount of electricity you use in the billing cycle to determine the generation portion of your bill. This price includes Transmission Charges (if applicable) and estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. The variable rate assigned to any particular individual account may vary from the rate assigned to any other particular individual account, even though such accounts may be in the same utility rate class. **SmartEnergy's** prices may be higher or lower than your **EDC's** rate in any given month. You will receive a written notice at least 30 days before a variable rate change comes into effect. . To access current, available future and highest and lowest historical rates over the preceding 24 months, contact one of our customer care representatives at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. or visit our website www.smartenergy.com. **THERE IS NO LIMIT ON HOW MUCH THE RATE MAY CHANGE FROM ONE BILLING CYCLE TO THE NEXT. THE RATE CAN CHANGE EACH BILLING PERIOD.**

b. If you accepted an offer from **SmartEnergy** that included an incentive to enroll, such as a month of free electricity or cash back, your incentive will be described in the Contract Summary or Welcome Letter (or both). You must complete the instructions and comply with the terms and conditions on the form included with your Welcome Letter to receive the incentive. You must have an active account with **SmartEnergy** when we process the form in order to be eligible. If you have questions regarding the incentive, you may call **SmartEnergy** at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m.

to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T.

c. You may contact **SmartEnergy** by telephone at 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by email to customer.care@smartenergy.com or online at www.smartenergy.com to obtain the previous 24 months' average monthly billed prices for that customer's rate class and **EDC** service territory. Historical pricing is not indicative of present or future pricing.

d. Information about shopping for an electric supplier is available at www.PaPowerSwitch.com or other successor media platform as determined by the **Public Utility Commission**, by calling the **Public Utility Commission** at (800) 692-7380 and the **Office of Consumer Advocate** at (800) 684-6560 or at www.oca.state.pa.us.

7. **Billing.** You will receive one bill from your **EDC** monthly, in which your **SmartEnergy** supply charges will be listed separately from your **EDC's** delivery charges. Your **EDC** may or may not charge a fee for switching service to **SmartEnergy**. **SmartEnergy** may offer budget billing for the generation portion of the bill if permitted by your **EDC**. If at any time during the duration of this Agreement your **EDC** does not provide consolidated billing for your account, you will be billed by **SmartEnergy** for any charges owed to **SmartEnergy**. In that case, you will be billed separately by your **EDC** for any taxes, distribution charges or other utility fees and charges. **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account termination fees. You may visit the official electric shopping website of the **Pennsylvania Public Utility Commission (PUC)** at www.PaPowerSwitch.com to find and compare the rates offered by **SmartEnergy** and other **Electric Generation Supplier** to the Price to Compare, or by calling the **Commission** at 1-800-692-7380 and the **Office Of Consumer Advocate** at 1-800-684-6560 or at www.oca.state.pa.us.



8. **Payment.** Your payment is due by the date specified in your **EDC** bill, and late payments will be subject to interest at 1.5% per month or the highest amount allowable under applicable law, whichever is lower. The **EDC** will set your payment due date and the payment address.

9. **Information Release Authorization.** You authorize **SmartEnergy** to obtain and review information from your **EDC**, including but not limited to the following: account name, account number, billing address, service address, standard offer service type, historical and future electricity usage, rate classification, characteristics of electricity service. This information may be used by **SmartEnergy** to determine whether it will commence and/or continue to provide electricity to you. Such information may be disclosed to a third-party if (a) required by law; (b) such disclosure is to a third party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to us; (c) in connection with your electric generation service; and (d) to our affiliates and subcontractors for marketing purposes. Your acceptance of this Agreement is an authorization for the release of this information to **SmartEnergy**. This authorization will remain in effect during the duration of this Agreement. You may rescind this authorization at any time by providing Notice thereof to **SmartEnergy** or calling 1-800-443-4440 (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T. **SmartEnergy** reserves the right to cancel this Agreement on thirty (30) calendar days' Notice in the event you rescind such authorization. **SmartEnergy** will maintain the confidentiality of a customer's personal information including the customer's name, address, telephone number, electric usage and historic payment information, as required by applicable **Public Utility Commission** regulations and Federal and State laws.

10. **Events of Default.** An Event of Default shall mean: (i) failure to make any payment required under this Agreement when due; (ii) the failure to take electric supply when delivered under the terms of this Agreement; (iii) if you file a petition or otherwise commence, authorize or acquiesce in the commencement of a proceeding or cause of action

under any bankruptcy or similar law for the protection of creditors, or have such petition filed against you and such petition is not withdrawn or dismissed for twenty (20) days after such filing; or (iv) you are unable to pay your debts as they are due and such inability is not cured within ten (10) days after **SmartEnergy** provides you with written Notice.

a. **Remedy for Event of Default.** **SmartEnergy** has the right to cancel this Agreement according to Section 4 above if an Event of Default by you occurs.

b. **Collection of Past Due Charges.** **SmartEnergy** will pass through to you all charges related to the collection of past due charges, including but not limited to, collection agency fees, legal and court fees and account cancellation fees.

11. **Penalties, Fees and Exceptions.** YOU WILL NOT BE SUBJECT TO ANY FEES OR PENALTIES IF YOU CANCEL THIS AGREEMENT AT ANY TIME.

12. **Renewable Energy and Renewable Energy Credits.** If you have selected a renewable energy product from **SmartEnergy**, your rate includes an additional charge for the purchasing of Renewable Energy Certificates and the following provision applies: **SmartEnergy** will, either directly and/or through its affiliate(s), retire, on your behalf, non-certified Renewable Energy Credits ("RECs") resulting from electricity generated from renewable energy sources, which may include solar, wind, geothermal, biomass, biogas, or low-impact hydro, in an amount matching either all of your usage for a calendar year or the renewable content amount specified in your plan description. Each REC represents 1,000 kilowatt hours. You will not have electricity from a specific generation facility delivered directly to your meters; but, through this product, you can support generators of renewable energy that provide electricity to the electricity grid. Renewable energy source availability and generation varies hour-to-hour and from season-to-season, as does all customer electricity usage. **SmartEnergy** relies on regional system power from the grid to serve its customers' minute-by-minute consumption. But, through retirement of RECs by **SmartEnergy**, on behalf of customers, **SmartEnergy** will acquire enough RECs to match either all of your

usage or the renewable content amount specified in your plan description. **SmartEnergy** may take up to six (6) months after the end of a calendar year to retire RECs needed to fulfill this product. **SmartEnergy** will not be liable to you or any other party for any advertising assertions related to this product including, without limitation, any claim or liability arising from a representation made as to the “green” or “carbon free” nature of the electricity or this product.

13. **Legal Notice.** All legal notice to be given hereunder (“Notice”) will be in writing and delivered as specified in this Agreement to both you and **SmartEnergy**, as applicable, by certified mail or email to you at your service or email address, and to **SmartEnergy** at 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030 or customer.care@smartenergy.com. Notice will be effective upon either confirmation of receipt by the person to whom it is addressed, or when delivery is confirmed by the carrier, whichever is earlier.

14. **Miscellaneous.**

a. Dispute Resolution. You agree to contact **SmartEnergy** by phone at 1-800-443-4440 (toll-free) (toll-free) Monday through Friday from 8:00 a.m. to 7:00 p.m. E.T., and Saturday from 9:00 a.m. to 6:00 p.m. E.T., or by mail addressed to **SmartEnergy Holdings, LLC**, 7450 Tilghman St. Suite 100 Allentown, PA 18106-9030, or by email at customer.care@smartenergy.com regarding any dispute related to the Agreement. You should contact your **EDC** concerning a power outage or any other emergency. If you are not satisfied after discussing your complaint with **SmartEnergy**, you may contact the **PUC** at 400 North Street, Harrisburg, PA 17120, or at 1-800-692-7380 (toll free).

Contact Information

Electric Generation Supplier:

SmartEnergy Holdings, LLC

7450 Tilghman St. Suite 100

Allentown, PA 18106-9030

PUC license number A-2014-2416214

1-800-443-4440, Monday to Friday, 8:00 a.m. to 7:00 p.m. E.T., and Saturday, 9:00 a.m. to 6:00 p.m. E.T.

Website: www.smartenergy.com

Email: customer.care@smartenergy.com

Pennsylvania Public Utility Commission (PUC):

400 North Street

Harrisburg, PA 17120

1-800-692-7380 (toll free)

www.puc.pa.gov

b. Assignment. You may not assign your rights or obligations under this Agreement without **SmartEnergy’s** express written consent. **SmartEnergy** may sell, transfer, pledge, or assign the accounts, revenues, or proceeds due to it under this Agreement, and may also assign its interest in this Agreement to another electric supplier or other entity as permitted by law.

c. Publicity. When you provide a testimonial or win a contest, **SmartEnergy** shall be entitled to disclose and publicize your identity as a customer of **SmartEnergy** on its website and in any other marketing material.

d. Entire Agreement. This Agreement is the entire agreement between you and **SmartEnergy** and supersedes any prior written or verbal agreements. This Agreement is binding upon you and **SmartEnergy** and each of its respective successors and permitted legal assigns. This Agreement is not intended to benefit any third party.

e. Representations and Warranties, Limitation of Liability and Arbitration. The electricity supplied by **SmartEnergy** under this Agreement will be purchased from a variety of sources. SMARTENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. SMARTENERGY’S LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. NEITHER SMARTENERGY NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS SHALL BE LIABLE FOR



CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON A CLAIM RELATING TO CONTRACT, TORT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, LOST PROFITS, BREACH, NON-PERFORMANCE OR ANY OTHER BASIS. YOU AND SMARTENERGY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. BOTH SMARTENERGY AND YOU AGREE NOT TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

f. Arbitration. If your complaint or dispute is not resolved through contact with our customer service department, you agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. Please visit www.smartenergy.com/resolvingdisputes for the full terms and conditions that govern your agreement to resolve any disputes arising under this Agreement through binding arbitration or small claims court.

g. Force Majeure. **SmartEnergy** will make commercially reasonable efforts to provide electricity supply but does not guarantee continuous service. **SmartEnergy** is not responsible for power outages or other events outside its control that may prevent **SmartEnergy** from supplying electricity (collectively, "Force Majeure Events"), including without limitation, acts of God or governmental authority, accidents, labor disputes, required maintenance, your **EDC's** non-performance, including without limitation, an outage, or changes in laws of any governmental

authority or any other cause beyond **SmartEnergy's** control. **SmartEnergy** shall not be liable to you for any interruptions caused by a Force Majeure Event.

h. Governing Law. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

i. Non-Waiver; Severability. The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any subsequent breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

15. **Environmental Disclosure Label.** An Environmental Disclosure Label specifying the approximate generation resource mix and environmental characteristics of the power supply being offered under this Agreement can be found on the **SmartEnergy** website at www.smartenergy.com. **SmartEnergy** will provide a printed copy of the environmental disclosure information upon request and periodically to the extent required by applicable law.

16. **Electric Emergencies and Power Quality.** The **EDC** will continue to operate the electric transmission lines and to maintain responsibility for power outages and for power quality. You will hold **SmartEnergy** harmless in the event of a loss of power caused by any entity other than **SmartEnergy**. If you have an electrical emergency, power outage or reduction in power quality, you should contact your **EDC** at its telephone number for emergencies.

