



## Customer Disclosure Statement

### Commodity Type

	Electricity	Natural Gas
<u>Price</u>		
Variable Price	Weighted average NYISO commodity price, plus an administrative fee of \$0.0012 per kWh, and any applicable taxes and/or agent fees.	Weighted average NYMEX commodity price, plus an administrative fee of \$0.11 per mcf, and any applicable taxes and/or agent fees.
Fixed Price	Fixed price inclusive of the commodity price, administrative fee and any applicable taxes and/or agent fees.	Fixed price inclusive of the commodity price, administrative fee and any applicable taxes and/or agent fees.
<u>Length of Contract</u>		
Variable Price	Month-to-month commencing on the first meter read date.	Month-to-month commencing on the first meter read date.
Fixed Price	Fixed term as indicated in an Addendum signed by the parties.	Fixed term as indicated in an Addendum signed by the parties.
<u>Terms of Renewal</u>		
Variable Price	Month-to-month until terminated upon 30 days prior notice.	Month-to-month until terminated upon 30 days prior notice.
Fixed Price	Month-to-month after conclusion of fixed term.	Month-to-month after conclusion of fixed term.
<u>Process Customer May Rescind Agreement without Penalty</u>		
	Residential customers have right to cancel within three business days of receipt of the utility switch letter.	
<u>Termination Fees</u>		
Variable Price	None	None
Fixed Price	The account usage for the remainder of the fixed term multiplied by the fixed price as per the Addendum.	The account usage for the remainder of the fixed term multiplied by the fixed price as per the Addendum.
<u>Late Payment Fees</u>		
Variable Price	1.5% of any unpaid amount, including latest charges, any prior past due balances and outstanding late fees.	1.5% of any unpaid amount, including latest charges, any prior past due balances and outstanding late fees.
Fixed Price	Same as Variable Price terms.	Same as Variable Price terms.
<u>Savings Calculation</u>		
Variable Price	While not guaranteed, a report will be provided each month that shows ECA's commodity price compared to the utility's rate.	While not guaranteed, a report will be provided each month that shows ECA's commodity price compared to the utility's rate.
Fixed Price	Not applicable.	Not applicable

## ENERGY SUPPLY DISCLOSURE STATEMENT

This Disclosure Statement has important information you need to know before you commit to electric and/or natural gas service from the Energy Cooperative of America, Inc. (ECA). ECA is a Not-for-Profit corporation whose members include a variety of electricity and natural gas end users. ECA's purpose is to provide to its members the lowest cost alternative for reliable supplies of electricity and natural gas. This is accomplished by purchasing wholesale energy supplies and services and then disaggregating those supplies and services to ECA members, with the only added cost being its administrative fee to cover its overhead. ECA welcomes new members upon credit qualification and acceptance by its Board of Directors. New members will be required to sign a Membership Form and Billing/Payment History Form. You may terminate your membership by providing thirty (30) days' written notice (this is effectively a month-to-month contract), unless you have entered into an Addendum with a fixed contract term. ECA will provide electricity and/or natural gas to your facilities on a monthly basis. ECA's energy supplies will be delivered to your facilities via the local electric utility's wires or the local natural gas utility's pipelines.

### Service Arrangements

#### Electricity

Electricity supply will be provided to your facilities by ECA on a cost per KWh basis. This price shall be ECA's weighted average commodity price for a given month plus an administrative fee of \$0.0012 per Kwh together with any applicable taxes or agent fees, if any. In the alternative, negotiated rates may be set forth in the attached Addendum A (these are considered fixed term contracts). The local electric utility will provide transmission and distribution of that electricity at rates approved by the New York State Public Service Commission and any other applicable state governing body. The local electrical utility is also required by law to serve as provider of last resort for commercial electricity supply use, and respond to service calls as set forth hereafter. The provisions of the Home Energy Fair Practices Act protect residential electric members. ECA is required to provide Environmental Disclosure Label information to its electric customers twice a year inserted in their supply bills.

#### Natural Gas

Natural gas supply will be provided to your facilities by ECA on a cost per Mcf basis. This price shall be ECA's weighted average commodity price for a given month plus an administrative fee of \$0.11 per Mcf together with any applicable taxes or agent fees, if any. In the alternative, negotiated rates may be set forth in the attached Addendum A (these are considered fixed term contracts). The local natural gas utility will provide transportation of that natural gas at rates approved by the New York State Public Service Commission any other applicable state governing body. The local natural gas utility is also required by law to serve as provider of last resort for commercial natural gas supply use, and respond to service calls as set forth hereafter. The provisions of the Home Energy Fair Practices Act protect residential natural gas members.

### Policies

#### Office Locations and Hours

ECA's offices are located at 1408 Sweet Home Road Suite 8 Amherst, New York 14228, and are open from 8:00 AM to 4:30 PM Monday through Friday. ECA can be reached by telephone at (716) 580-3506. Telephone service hours are from 8:00 AM to 4:30 PM Monday through Friday, and a voice mail directory is in operation at all times.

#### Bill Payment Process

**For electricity:** ECA will bill directly for electricity supply and the local electric utility will bill directly for its delivery services. ECA bills will be issued monthly and the local electric utility's bills will be issued per their normal practice, with the exception of those utilities that offer a single bill option, which currently includes National Grid, NYSEG and Rochester Gas & Electric.

**For natural gas:** ECA will bill for both natural gas supply and the local natural gas utility's delivery services, with the exception of the NYSEG, RG&E, National Grid and National Fuel Residential programs. ECA bills will be issued monthly and payment is due as indicated on the bill.

The local electric and/or natural gas utility will read your electric/gas meter monthly to calculate your monthly usage. The utility will then assess charges to your account based upon those usages and ECA will use the usages to calculate your monthly charges for energy supply. Should the utility's usage information not be available in a timely fashion, ECA reserves the right to issue a prebill (in lieu of a security deposit) based on estimated usages each month and then adjust a subsequent bill to correct for actual usage shown by meter readings. ECA reserves the right to charge a late payment fee of 1.5% of the amount due for payments along with any past due balances and unpaid late payment fees not made by their due date. Returned checks and failed ACH payments will be assessed a \$25.00 returned check/failed ACH payment charge. If the member defaults, to the extent permitted by law, ECA will pursue formal collection of any balance owed, together with the expenses of enforcement and collection of said balance, including, without limitation, reasonable attorney's fees and related costs associated with the formal collection of any balance due.

## **Complaint and Dispute Resolution**

If you have any complaints regarding your electric or natural gas service or your monthly bill, please contact us at (716) 580-3506. If ECA's staff cannot resolve your dispute, you will have the opportunity to present your dispute to ECA's Board of Directors at their next scheduled Board meeting. In the mean time, you are obligated to pay any disputed invoice in full, with the exception of any obvious errors, until said dispute can be resolved to the satisfaction of yourself and ECA. If the dispute cannot be resolved within forty-five (45) days, the dispute shall be submitted to binding arbitration conducted pursuant to the rules, regulations and procedures of the American Arbitration Association.

## **Amendment, Cancellation or Expiration of Agreement**

ECA's Membership Agreement may be amended from time to time upon approval of the ECA Board of Directors. Any amendment does not take effect until thirty (30) days after its approval by the Board of Directors. As set forth hereafter, membership in ECA may be terminated upon thirty (30) days' prior written notice, at which time the member may choose another provider of electricity and/or natural gas, or return to the local utility for its commodity supply. ECA will similarly give the member, as well as the applicable local electric or natural gas utility, a minimum of thirty (30) days' advance written notice prior to a termination of membership in ECA. ECA will follow the New York State Department of Public Service rules and the Home Energy Fair Practices Act to terminate Residential members from the cooperative.

## **Financial Obligations of the Cooperative**

In the event of a default by a cooperative member, the existing members shall not assume any obligation of the cooperative either to the surety that provides any bond or bonds to the cooperative or the supplier of the commodity and/or services. The cooperative would take appropriate action to recover the amount from the defaulting member and return any amount recovered to the reserves of cooperative.

### **Allocation of Partial Payments**

If a member does not pay its monthly bill in full, ECA will first credit the amount received to the outstanding balance, including any late fees, and then apply any remainder to current charges. Delinquencies of thirty (30) days or more are cause for termination of membership in ECA upon thirty (30) days' prior written notice. There is no preset termination fee for cancellation of this contract.

### **Historic Billing Information**

ECA will consider a member's billing information to be confidential. If a member wishes for the billing information to be provided to the member or to be released to a third party, the member must notify ECA in writing.

### **Calls for Service Problems**

If a member becomes aware of an electrical or gas emergency condition, experiences an unanticipated loss of electricity or gas service or experiences poor power quality, the member should contact its electric or natural gas utility at:

National Fuel Gas Corporation 1-800-444-3130  
New York State Electric & Gas 1-800-572-1131  
National Grid Power Corporation 1-800-932-0301  
Rochester Gas & Electric 1-716-546-1100  
Consolidated Edison Corp. 1-800-752-6633

### **Credit Checks**

We may verify a member's credit history with either the utility or a credit reporting company upon the member's application for membership in ECA. Determination of credit worthiness will be at ECA's sole discretion in accordance with generally accepted business practices.

## **Customers' Rights and Obligations**

### **Amendment of Agreement or Change of Electricity Providers**

If a member wishes to terminate its membership in ECA and change electricity or natural gas providers, it must provide ECA with thirty (30) days' prior written notice. ECA will notify the local utility of the change of electricity or natural gas supplier. Any such change of energy supplier must take place at a scheduled meter reading date; otherwise there will be a meter reading charge as determined by the local utility. If ECA terminates the membership, the electricity or natural gas supply will automatically be provided by the local utility under its standard tariff, unless or until the former member chooses another supplier. Residential customers have right to cancel within three business days of receipt of the utility switch letter. Electricity or natural gas may only be shut off by the local utility under procedures approved by the Public Service Commission.

**Third Party Notification**

A member may direct that its bills be sent to a third party. Such requests must be provided in writing to ECA.

**Department of Public Service Complaint Number**

You may contact the NYSDPS at its toll-free number (1-888-697-7728) for information about, or questions regarding, energy service providers (ESCOs/Marketers) and the competitive energy market. The Department of Public Service is monitoring complaints against energy service companies. It will not resolve complaints, but an excessive number of complaints may result in an energy supply company no longer being allowed to supply electricity or natural gas. The Department of Public Service toll-free telephone number *for residential complaints* is 1-800-342-3377. Non-residential (or residential, should they so choose) customers may write the Department of Public Service at: Office of Consumer Services, Delmar Annex, Three Empire State Plaza, Albany, NY 12223-1350 or contact them by e-mail at <http://www.dps.state.ny.us>.