

## ENERGY SUPPLY DISCLOSURE STATEMENT

This Disclosure Statement has important information you need to know before you commit to electric service from the Energy Cooperative of America, Inc. (ECA). ECA is a Not-for-Profit corporation whose members include a variety of New York electricity and natural gas end users and Pennsylvania electricity end users. ECA's purpose is to provide to its members the lowest cost alternative for reliable supplies of electricity. 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). ECA will provide electricity to your facilities on a monthly basis. ECA's energy supplies will be delivered to your facilities via the local electric utility's wires. **ECA** is licensed by the Pennsylvania Public Utility Commission (PUC) to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2009-2125048.

### 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 Public Utility Commission. The Federal Energy Regulatory Commission regulates transmission prices and services. 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.

### Customer Disclosure Statement

#### Commodity Type

	Electricity
<u>Price</u>	
Variable Price	Weighted average PJM commodity price, plus an administrative fee of \$0.0012 per kWhr, 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.
<u>Length of Contract</u>	
Variable Price	Month-to-month commencing on the first meter read date.
Fixed Price	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.
Fixed Price	Month-to-month after conclusion of fixed term.
<u>Termination Fees</u>	
Variable Price	None
Fixed Price	Dependent upon comparison of fixed price with market pricing at time of termination.
<u>Late Payment Fees</u>	
Variable Price	1.5% of any unpaid amount,

Fixed Price	including latest charges, any prior past due balances and outstanding late fees.
<u>Savings Calculation</u>	Same as Variable Price terms.
Variable Price	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.

## **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. Or you may receive single bill option from the public utility if available.

### **Complaint and Dispute Resolution**

If you have any complaints regarding your electric 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, or return to the local utility for its commodity supply. ECA will similarly give the member, as well as the applicable local electric utility, a minimum of thirty (30) days' advance written notice prior to a termination of membership in ECA.

### **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 emergency condition, experiences an unanticipated loss of electricity service or experiences poor power quality, the member should contact its electric utility.

## **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 providers, it must provide ECA with thirty (30) days' prior written notice. ECA will notify the local utility of the change of electricity 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 supply will automatically be provided by the local utility under its standard tariff, unless or until the former member chooses another supplier. You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. Electricity 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 PUC at its toll-free number (1-888-782-3228) for information about, or questions regarding, energy service providers (ESCOs/Marketers) and the competitive energy market. The Public Utility Commission 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. Customers may write to the Public Utility Commission: PO Box 3265 Harrisburg, PA 17105-3265.