



## Electricity Supply Agreement

**Notice: These terms apply only to the electric meters/accounts you identify in your EEA-PA Billing Release Form**

### Purpose of this Statement

This statement outlines information required by the Pennsylvania Public Utility Commission ("PUC") concerning electric service provided by The Employers' Energy Alliance of Pennsylvania, Inc. (the "Company" or "EEA-PA") to customers in the State of Pennsylvania. The terms and conditions of service outlined herein will be part of the service contract included in this Electricity Supply Agreement (the "Agreement" or "ESA") between the Company and \_\_\_\_\_. (insert your company name)

### Background

The Employers' Energy Alliance of Pennsylvania, Inc. is licensed by the Pennsylvania PUC to offer and supply electric generation services in the State of Pennsylvania. Our PUC License Number is A- 2009-2121492. We set the generation prices and charges that you pay. The PUC regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. We will bill you directly for our services.

### Right of Rescission

You may cancel this Agreement at any time before midnight of the third business day after receiving this Agreement.

### Office Locations and Hours

The Company's office is located at 2171 West 38th Street, Erie, PA, 16508, and the office is open from 8:00 a.m. to 4:00 p.m. Monday through Friday. Any questions or requests for information can be made by calling 814/833-3200.

### Definitions and Terms of Service

**Basic Commodity Price:** this is a variable price which is comprised of the weighted average PJM Independent System Operator commodity price and other associated costs of goods sold, plus the administrative fee per kWh set forth below, and any applicable taxes and/or agent fees.

**Administrative Fee:** The EEA-PA will charge an administrative fee of \$0.0012 per kWh for the technical and administrative requirements, and overall management of the EEA-PA.

**Length of Agreement:** You will buy your electricity generation service from the Company for the locations/accounts itemized hereinabove, or in the attached sheet(s), for the period beginning with the first meter read date following the Effective Date of this Agreement, and continuing on a month-to-month basis until terminated in accordance with the provisions set forth hereafter.

### Termination of Agreement, Cancellation

The Company reserves the right to terminate the Agreement for non-payment, partial payment, breach of terms of the Agreement, changes in regulatory rules governing the Company's ability to operate the program, or the customer (in the opinion of the Company) having a material change in its financial condition. If the Company elects to terminate the Agreement, it will notify you and your local utility at least 15 days prior to the Agreement termination. Advance notice will allow you to (1) renegotiate a new agreement or (2) select another supplier or (3) return to the utility. You shall remain obligated to pay the EEA-PA for all electric generation services, and any other amounts relative to services provided pursuant to this ESA, incurred up until the date when the utility transfers your account to another supplier ("Effective Expiration Date").

This Agreement may be terminated at the conclusion of the contract term as follows: upon you giving 30 days written notice to the other party (this is considered a month-to-month contract with no fixed term);

### Renewal Provisions

Variable Price contracts shall continue on a month-to-month basis until terminated upon 30 days advance written notice by either party to the other.

### Agreement Expiration, Change in Terms

If we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.

### Billing and Payment.

The EEA-PA and your local utility will bill you separately for the charges related to their respective service offerings. The local utility will bill directly for its transmission charges and delivery services and the EEA-PA will bill you for your Basic Commodity Price and Administrative Fee. Bills from the local utility will continue to be rendered at regular intervals (monthly) based on actual or estimated meter readings. The Company will utilize the same meter reading information from the local utility to derive the electric generation cost charges on its bill. Payments are due on the date stated on the bill (in no event sooner than 10 days from postmark).

Penalties, Fees and Exceptions

Interest will accrue at a rate of 1½ percent per month, (18 percent per annum), on all past due amounts from the applicable due date. If a check tendered to the Company is not honored by a bank and is returned, or an ACH transaction fails to clear in the required timeframe, the Company will add to your bill a returned check charge/failed ACH fee of \$45.00 for processing. The customer shall reimburse the Company for any and all costs incurred to collect amounts due the Company, including but not limited to attorney's fees and court costs. The parties agree that any payments made in connection with the termination of this Contract are a reasonable approximation of the Company's harm or loss as a result of said termination, and are not to be deemed a penalty or punitive in any respect. There is no preset termination fee for termination of a Variable Price Agreement.

Meter Reading

The local utility will read your meter periodically. When regular meter readings are not available, the local utility will provide estimated usage for billing purposes. When based on the estimated usage, both the local utility and the Company will provide you an estimated bill for appropriate charges. The estimated bills will be adjusted in subsequent months, based on the usage information obtained in subsequent actual meter readings.

Damages

The Company shall not be liable for incidental, consequential or punitive damages or lost profits resulting from the utility's failure to deliver energy pursuant to force majeure events (as outlined below), or any other circumstances that impact a necessary third party's operations which are a prerequisite to delivery of the customer's energy.

Agency Authorization/Billing

You hereby authorize the Company to obtain copies of all electric bills and consumption and payment information from the utility, and arrange for the services necessary to manage and/or monitor the electric generation services relative to this Agreement.

Credit Checks and Deposits

As part of the application process, the Company will conduct a credit check on you and your credit will be monitored. Under certain circumstances, you may be required to provide a deposit in order to obtain services from the Company. Any deposit received will be placed in a non-interest paying account and will be used by the Company to offset any non or late payments on your part. You may also be required to complete documentation necessary to allow the Company to automatically withdraw the amount of your bill on a monthly basis from a savings or checking account of your choosing.

Taxes

You are responsible for any federal, Indian, state, local, sales, use or consumption taxes, or similar taxes, which are now or hereafter imposed. You shall pay such taxes unless the Company is required by law to collect and remit such taxes, in which case you shall pay the Company. If you claim exemption from any such taxes, you must provide the Company a proper exemption certificate at the time of execution of this Agreement. The Company reserves the right to amend the contract price if additional taxes or fees are imposed.

Force Majeure

If the Company is unable to perform its obligations under this Contract due to force majeure events impacting the utility, performance of such obligations may be suspended until the force majeure is corrected. Force majeure events may include acts of God, strikes, lightning, fires, floods, explosions, storms or storm warnings, breakage of machinery, transmission lines or generating equipment, laws, rules, regulations or orders of any government, agency, political subdivision or instrumentality thereof having jurisdiction, injunction or judicial restraints, failure of electric supply, failure or curtailment of firm transmission, or any other circumstances that impact a necessary third party's operations which are a prerequisite to delivery of the customer's energy and are not within the control of the Company.

Confidentiality

Both parties shall keep the terms of any Agreement confidential except as may be required to effectuate transmission of the energy, or to meet the requirements of a regulatory agency having jurisdiction over the matter for which information is sought.

Assignability

This Agreement cannot be assigned by the customer without the written consent of the EEA-PA. This Agreement may be assigned by the EEA-PA to another party provided that the assignee is qualified to sell electricity in the State of Pennsylvania.

Entire Agreement, Modification and Applicable Law

Together with any signed document evidencing the customer's intent to purchase electric generation services from the Company, this is the complete Agreement between the parties and can only be amended in writing signed by both parties.

This Contract shall be governed by and construed in accordance with laws of the State of Pennsylvania. The services provided by the utility company will continue to be protected by the rules established by the PUC, and any other applicable law or statute.

Dispute Procedures

You may contact the Company with any questions concerning our terms of service. You may contact the PUC if you are not satisfied after discussion your questions with us.

Contact Information

Supplier Name: The Employers' Energy Alliance of Pennsylvania, Inc.

Address: 2171 West 38th Street, Erie, Pa. 16508

Telephone Number: 814/833-3200

Internet Address: www.mbausa.org

Your Distribution Company /Provider of Last Resort Name: *(Please check all that apply)*

☐ PPL  
827 Hausman Road  
Allentown, Pa. 18104-9392  
800-342-5775

☐ Duquesne Light Corporate Communications  
411 Seventh Avenue (6-3)  
Pittsburgh, Pa. 15219  
412-393-7100

☐ Penn Power a First Energy Co.  
76 S. Main Street  
Akron, OH 44308  
800-720-3600

☐ Penelec a First Energy Co.  
76 S. Main Street  
Akron, OH 44308  
800-545-7741

☐ Allegheny Power  
Allegheny Energy, Inc.  
800 Cabin Hill Drive  
Greensburg, Pa. 15601-1689  
800-255-3443

☐ Other: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Public Utility Commission (PUC):

Address: Post Office Box 3265, Harrisburg, Pennsylvania 17105-3265

Electric Competition Hotline Number: 1-888-782-3228

I hereby agree to the Terms & Conditions of The Employers' Energy Alliance of Pennsylvania, Inc.'s "Energy Supply Agreement".

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Print Name*

\_\_\_\_\_  
*Title*