

Energy Cooperative of America, Inc.  
1408 Sweet Home Road, Suite 8  
Amherst, New York 14228  
Tel: 716-580-3506  
Fax: 716-932-7337  
www.ecamerica.org

February 20, 2013

Honorable James J. McNulty, Secretary  
Pennsylvania Public Utility Commission  
Keystone Building, 2<sup>nd</sup> Floor Room N201  
Harrisburg, PA 17120

RECEIVED

Re: Amending our License  
Energy Cooperative of America, Inc.  
Docket No. A-2009-2125048

FEB 20 2013

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

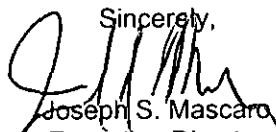
Dear Secretary McNulty:

The Energy Cooperative of America Inc would like to amend its Electric Generation Supplier (EGS) license to expand our service class to include all Residential Customers for the five electric service territories we are approved in.

1. PPL
2. Metropolitan Edison Company (Met-Ed)
3. Pennsylvania Electric Company (Penelec)
4. PECO Energy Company
5. West Penn Power

We have provided an updated Disclosure Statement to satisfy the residential class requirements.

Thank you for your consideration of our request to amend our EGS license. If you have any questions regarding this request please feel free to contact me at 716-580-3506 ext. 231 at your earliest convenience.

Sincerely,  
  
Joseph S. Mascaro  
Executive Director

JSM/mmc  
Enclosure

Cc: Manager Energy Acquisition, PECO Energy  
Legal Department, First Energy (Penelec, Met-Ed & W. Penn Power)  
Paul Russell, Esq. – PPL  
Office of Consumer Advocate & Attorney General

Energy Cooperative of America



The Energy Cooperative of America, Inc.  
1408 Sweet Home Rd., Suite 8, PO Box 925  
Amherst, New York 14226-0925  
Tel: (716) 580-3506  
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www.ecamerica.org

## 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 Pennsylvania 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 residential and commercial electricity supply use, and respond to service calls as set forth hereafter.

### Customer Disclosure Statement

#### Commodity Type

Electricity

#### Price

Variable Price

Weighted average PJM commodity price, plus an Administrative fee of \$0.0012 per kwh, 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.

#### Length of Contract

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.

#### Terms of Renewal

Variable Price

Month-to-month until terminated upon 30 days prior notice.

Fixed Price

Month-to-month after conclusion of fixed term.

#### Termination Fees

Variable Price

None

Fixed Price

Dependent upon comparison of fixed price with market pricing at time of termination.

#### Late Payment Fees

Variable Price

1.5% of any unpaid amount,

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SECRETARY'S BUREAU

	including latest charges, any prior past due balances and outstanding late fees.
Fixed Price	Same as Variable Price terms.
<u>Savings Calculation</u>	
Variable Price	While not guaranteed, a report will be provided annually 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 1 (800) 422-1475. 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's supply charges will be directly billed on your public utility monthly bill along with their delivery services. The Generation Charge or supply charge is the charge for the production of electricity and Transmission Charge is the charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company,

### 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 at:

Met-Edison	1-800-522-2376
PECO	1-800-841-4141
PENELEC	1-800-522-2376
PPL Electric Utilities	1-800-342-5775
West Penn Power	1-800-255-3443

### **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 Utility 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 Utility Commission Complaint Number**

You may contact the PUC at its toll-free number (1-800-692-7380) 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.

**ADDENDUM A**  
State of PA Electric

\_\_\_\_\_  
Company Contact Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Billing Contact (if different from above)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Firm Billing Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Account Service Address

\_\_\_\_\_  
City

\_\_\_\_\_  
County

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

**Pricing Summary**

Term: \_\_\_\_\_ to \_\_\_\_\_

Fixed Price: \_\_\_\_\_ per kWh at the customer meter point

Other: \_\_\_\_\_

**Utility Account Information**

Facility Name

Account Number

Service Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach sheet if necessary)

\_\_\_\_\_  
Daytime Phone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
e-mail address

\_\_\_\_\_  
e-mail recipient

The following pricing terms shall supplement the provisions electricity pricing set forth in the section titled Service Arrangements in the Energy Supply Disclosure Statement:

**ECA ("SELLER")**

**("BUYER")** \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

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TELEPHONE  
**716-580-3506**

**THE ENERGY COOP OF AMERICA INC**  
*Suite 8*  
**1408 SWEET HOME RD RM 8**

**AMHERST NY 14228**

DELIVERY TO  
TELEPHONE  
*Jamos J. McNulty, Sec. 717-787-3664*  
*Penn. Public Utility Commission*  
*Keystone Bldg 2nd Fl Rom N201*  
*Harrisburg, PA 17120*

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