



June 26, 2014

Pennsylvania Public Utility Commission  
Secretary of the Commission  
Keystone Building, 400 North Street  
2<sup>nd</sup> Floor Room N201  
Harrisburg, PA 17120

**Re: Energy Cooperative Association of Pennsylvania d/b/a The Energy Co-op  
Supplement to Natural Gas Supplier License Application; Docket No. A-2014-2409507**

Dear Secretary,

Enclosed please find the Energy Cooperative Association of Pennsylvania d/b/a The Energy Co-op's ("The Energy Co-op") Supplement to the Natural Gas Supplier License Application originally filed on February 18, 2014. Included in this filing is the disclosure statement as reviewed and approved by the Bureau of Consumer Services.

Please do not hesitate to contact me with any questions or concerns.

Respectfully Submitted,

/s/ Erika Schmitt

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On behalf of The Energy Co-op

## Product and Terms Summary

This is an agreement for natural gas services, between The Energy Co-op and (***customer's name and full service address***) for natural gas service.

<b>Customer Account Number:</b>	<b>Customer Phone Number:</b>	<b>Contract Start Date:</b>

### What is my rate:

Your rate is chosen at the time of enrollment as selected below. Energy Co-op Members will also be assessed an annual membership fee of \$15.

<b>Customer Rate Selection</b>	<b>Product Term</b>	<b>Product Price</b>	<b>Product Description</b>
<input type="checkbox"/>	Residential - Variable	\$x.xxx per Ccf*	Variable rate is subject to change each month; conditions of variability are included in the Terms and Conditions.
<input type="checkbox"/>	Residential - Fixed	\$x.xxx per Ccf*	Rates expire as of July 2015 meter reading date.

\* This price includes estimated total state taxes, but excludes applicable state and local sales taxes.

### How much will my total gas service cost, including utility charges?

<b>Charges</b>	<b>Ccf</b>	<b>Rate</b>	<b>Total*</b>
Supply Service from The Energy Co-op	15	\$X.XXX	\$ XX.XX
Supply Service from The Energy Co-op	80	\$X.XXX	\$ XX.XX
Supply Service from The Energy Co-op	120	\$X.XXX	\$ XX.XX

\*Totals based on starting price at sample monthly usage levels.

### What is the term of my agreement?

<b>Product:</b>	<b>Start Date</b>	<b>End Date</b>
Residential - Variable (month to month)	service will begin on the date set by your Natural Gas Distribution Company (NGDC)	Renews Monthly
Residential - Fixed (12 months from NGDC start date)	service will begin on the date set by your Natural Gas Distribution Company (NGDC)	12 months from start date

### What if I change my mind?

You may rescind this agreement without penalty at any time before midnight of the third business day of receipt of this disclosure by contacting The Energy Co-op in writing, by phone or by email as provided in the Terms and Conditions.

### Are there any cancellation fees associated with my service?

You may cancel this Agreement by notifying The Energy Co-op in writing by mail or email or by calling us at 215.413.2122. If you cancel this Agreement, the effective cancellation date will be on the next applicable meter read after PECO processes your cancellation request. The Energy Co-op does not charge a cancellation fee. If you move during the term of this agreement you may cancel without penalty.

## Terms & Conditions of Natural Gas from The Energy Co-op

### Background:

We at The Energy Co-op are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-2014-2409507. We set the commodity prices and charges that you pay. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services. The Energy Co-op supplies natural gas to PECO based on your usage and PECO delivers the natural gas to you using their natural gas distribution pipelines.

- You will receive one bill from your Natural Gas Distribution Company (PECO) for their services and ours unless you ask The Energy Co-op to 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 disclosure. An agreement can be cancelled by calling The Energy Co-op at 215-413-2122, by email by at [naturalgas@TheEnergy.Coop](mailto:naturalgas@TheEnergy.Coop) or in writing to:

Customer Service Department  
The Energy Co-op, 1315 Walnut St, Suite 1000  
Philadelphia, PA 19107-4710.

### Definitions:

- Commodity Charge – The charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms).
- Interstate Pipeline Charges - Charges for moving natural gas to the distribution lines of a distribution company.

### Whom should I contact for more information:

<b>The Energy Co-op Member Service</b>	The Energy Co-op Address: 1315 Walnut St, Suite 1000 Philadelphia, PA 19107-4710 Phone Number: 215.413.2122 Internet Address: <a href="https://theenergy.coop/">https://theenergy.coop/</a> Email: <a href="mailto:naturalgas@TheEnergy.Coop">naturalgas@TheEnergy.Coop</a>
<b>Natural Gas Distribution Company (NGDC)/Supplier of Last Resort</b>	PECO Address: PECO Customer 2301 Market Street Philadelphia, PA 19103 Phone Number: 1-800-494-4000
<b>Universal Service Program</b>	Available Programs: <ul style="list-style-type: none"> <li><a href="#">CAP (Customer Assistance Program)</a></li> <li><a href="#">LIURP (Low Income Usage Reduction Program)</a></li> <li><a href="#">CARES (Customer Assistance and Referral Evaluation Services)</a></li> <li><a href="#">MEAF (Matching Energy Assistance Fund) – Hardship Fund</a></li> </ul> Phone Number: 1-800-774-7040
<b>Public Utility Commission</b>	Public Utility Commission (PUC) Address: P.O. Box 3265 Harrisburg, PA 17105-3265 Natural Gas Competition Hotline Number: 1-800-692-7380

## Terms of Service:

### How will I be billed?

You will receive a single bill from PECO that will contain their charges and The Energy Co-op's charges. Payments will be due and payable to PECO according to PECO's billing schedule and policies. You are responsible for The Energy Co-op's charges, PECO's charges consistent with their filed tariffs, all applicable balancing and storage charges and for all applicable taxes. Any questions regarding PECO's customer or distribution charges should be directed to PECO customer service at (800) 494-4000.

### Basic Service Prices:

Based on your selection on page 1 of this Agreement you will pay either a fixed or variable price as described below:

- **Fixed Price-** You will pay a fixed rate of \$XX.XX per Ccf for the commodity of natural gas for the length of the agreement.
  - The Fixed Price is set for the length of the agreement and includes wholesale cost of natural gas (commodity, capacity, storage and balancing), cost of transportation to the Delivery Point and fees, charges or other assessments and The Energy Co-op's costs, expenses and margins. This price includes Estimated Total State Taxes, but excludes applicable state and local Sales Tax.
- **Variable Price-** You will pay \$XX.XX per Ccf for the commodity of natural gas in the first month of billing.
  - Variable Price shall vary from month to month to reflect the wholesale cost of natural gas (including commodity based on current pricing in NYMEX, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus, fees, charges or other assessments and The Energy Co-op's costs, expenses and margins. This price includes Estimated Total State Taxes, but excludes applicable state and local Sales Tax. You can find our current variable price at <https://theenergy.coop/> or by calling us at 215-412-2122.

### Length of Agreement:

Based on your product selection on page 1 of this Agreement your term will be:

- **For fixed rates:** You will buy your gas supply service for the service address listed on page 1 from The Energy Co-op beginning on the date set by PECO and will continue for twelve months (initial term). You may cancel this agreement at any time. The Energy Co-op requests that should you decide to cancel, that you provide 30 days' notice either by phone, email or in writing. If you do not cancel this agreement and the agreement reaches the end of the initial term, The Energy Co-op will continue to provide natural gas at our then-current variable rate pricing.
- **For variable rates:** You will buy your gas supply service for the service address listed on page 1 from The Energy Co-op beginning on the date set by your NGDC and will continue on a month to month basis. It will renew automatically at the start of each month unless you or The Co-op makes a change to the agreement. If we propose to change our terms of service, we will send you two advance written notices in separate mailings between 60 and 90 days before the effective date of the changes. We will explain your options in these two advance notices. You may cancel without penalty at any time. The Energy Co-op requests that should you decide to cancel, that you provide 30 days' notice either by phone, email or in writing. If you do not cancel this agreement,

The Energy Co-op will continue to provide natural gas service at our then-current pricing.

### **Will my rates change over time?**

- **For fixed rates:** Fixed rates are guaranteed through July 2015. When these terms approach the expiration date or if we propose to change our terms of service, we will send you two advance written notices in separate mailings between 60 and 90 days before either the expiration date or the effective date of the changes. We will explain your options in these two advance notices. If you do not respond to these notices, your terms will convert to a month-to-month variable rate agreement that may be cancelled at any time without penalty. You must notify The Co-op to remain on a fixed rate one month before your terms expire.
- **For variable rates:** Variable rates are subject to change at the start of each month. You can check your variable rate at any time by signing into your account on our website's member portal. Prices may change based on the wholesale cost of natural gas (including commodity based on current pricing in NYMEX, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus, fees, charges or other assessments and The Energy Co-op's costs, expenses and margins. Your price includes state gross receipts tax, but does not include state or local sales tax.

### **How is my bill calculated?**

The price for the supply portion of your bill (commodity charge) will appear as the rate agreed to at time of enrollment or reenrollment times the number of Ccf of gas used in the billing period (e.g., XXX Ccf x rate = total commodity supply). Your bill will also include customer and distribution charges from PECO, plus any federal, state, and local taxes.

**Penalties, Fees and Exceptions** – If The Energy Co-op invoices the Customer monthly for natural gas delivered under this Agreement, as measured by the NGDC, the Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of up to 1.5% per month.

### **What other costs are associated with using my gas service?**

In line with the 3rd Cooperative Principle, we ask our member-owners to pay \$15 for their annual membership dues. Those facing financial constraints are welcomed to ask for a dues waiver on an annual basis.

### **Cancellation Provisions:**

Customer is liable for all Energy Co-op charges until Customer returns to the NGDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Some common reasons for cancellation of your agreement include:

- **Non-Payment** – If your service is terminated by your natural gas distribution company, then this agreement is cancelled on the date that your service is terminated. You will owe The Energy Co-op for amounts unpaid for our charges for gas supply service up to the date of termination.
- **Company-Initiated Cancellation** –The Energy Co-op may terminate this Agreement as a result of the following: (1) non-payment by you; (2) changes in any legislation, regulation or PECO tariff that adversely affect this Agreement; or (3) Acts of God. The effective cancellation date will occur on the next applicable meter read date, and upon cancellation with The Energy Co-op, you will be returned to your PECO service. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
- **Customer-Initiated Cancellation** – You may cancel this Agreement by notifying The Energy Co-op in writing by mail or by calling us at 215.413.2122. If you cancel this Agreement, the effective cancellation date will be on the next applicable meter read after PECO processes your cancellation request. The Energy Co-op does not charge a cancellation fee. If you cancel this agreement before the end of the initial term, you will owe The Energy Co-op for amounts unpaid up to the date of cancellation.
- **Customer Move** – If the customer moves from the address listed above, this agreement is cancelled without penalty. A final meter reading will be made at your old address and your account will be closed and finalized with PECO and The Energy Co-op. If you move within your PECO's service territory, you may have the option of signing a new Agreement with The Energy Co-op at your new residence.

### **What are the renewal provisions for this agreement?**

The Energy Co-op will send the customer two (2) written advance notices between 60 and 90 days before the expiration of the agreement. These notices will contain information on your options including pricing and terms. If a Customer does not respond to a renewal notice, a fixed term agreement may be converted to a month to month agreement, at a variable rate, and will not contain a cancellation penalty. The fixed term agreement may also be converted to another fixed term agreement, but will include a customer initiated cancellation provision that allows the Customer to cancel at any time for any reason without a penalty.

### **What can I expect if upon agreement expiration or change in terms?**

If you have a fixed term agreement with us that is longer than 3 months and it is approaching the expiration date, we will send you advance written notices at about 90 days and 60 days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 90 days and 60 days before the effective date of the change. If we are billing you directly for our services, then we will provide the notices as a bill message, a bill insert, or in a separate corresponding mailing. If the NGDC is billing our charges for us, then we will provide the notices in separate corresponding mailings. We will explain your options to you in these two advance notices.

### **What are the dispute procedures for service under this agreement?**

Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us. The Energy Co-op can be reached by mail at: 1315 Walnut St. #1000 Philadelphia PA 19107. Please contact The Energy Co-op at the address above or call us at 215.413.2122. You may call the Pennsylvania Public Utility Commission at 1-800-692-7380 or write to them at the Bureau of Consumer Service, P.O. Box 3265, Harrisburg, PA 17105-3265 if you are not satisfied after discussing your terms with The Energy Co-op. The Public Utility Commission's website address is [www.puc.state.pa.us](http://www.puc.state.pa.us) and more information about energy choice may be found at [www.pagasswitch.com](http://www.pagasswitch.com). The Office of Consumer Advocate's phone number is 717-783-5048 and their website address is [www.oca.state.pa.us](http://www.oca.state.pa.us).

**What if I can't pay my bill?**

PECO maintains several universal service programs for low-income, residential customers experiencing difficulty paying their monthly utility bills. More information on these programs is available on PECO's website or by calling PECO's customer service. A customer's service may be terminated for failure to pay for natural gas service provided by a Natural Gas Supplier. If your bill is not paid when due, the account will enter a collection process that may end in termination of service. The best thing to do, if you cannot pay your bill in full, is to contact PECO and discuss payment arrangements and other options.

**Additional Information:**

These terms authorize The Energy Co-op to request and receive historical natural gas use data and other account information from PECO for the account enrolled.

- Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

**Contact Information:**

**By signing below, the parties agree to the terms and conditions of this agreement in their entirety, including any attachments.**

**Customer:** \_(Insert Name)\_\_\_\_\_ **The Energy Coop.**  
Printed Name: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_