



## Energy Supply Disclosure Statement and Service Agreement

### Purpose of this Statement:

This statement outlines information required by the New York State Department of Public Service ("NYSDPS") concerning electric service provided by Pro-Energy Development, LLC (the Company" or "PED") to customers in New York State. The terms and conditions of service outlined herein will be part of the service contract included in this Energy Supply Disclosure Statement and Service Agreement ("ESDSSA").

### Office Locations and Hours

The Company's office is located at 325 Delaware Ave., Suite 102, Buffalo, NY 14202, and the office is open from 9 AM To 4 PM Monday through Friday. Any questions or requests for information can be made by calling (716) 853-7046.

### Price

The default option shall be the utility's avoided retail rate plus any applicable.

Fixed Price or other pricing options will be individually negotiated between the customer and PED, and the particulars reflected in this ESDSSA.

### Term

The term of this Agreement will commence when PED becomes the supplier of record for electricity deliveries by the utility. Residential customers have the right to cancel within three (3) business days of receipt of the utility switch letter. This Agreement may be terminated as follows: for customers receiving the Default Price, upon giving 30 days written notice to the other party; for customers receiving a Fixed Price, at the conclusion of the contract term. PED will notify the utility of the termination, and the effective date of the termination will be when the utility has processed the termination request and the Company is no longer the supplier of record to the customer.

### Contact Your Utility for Electrical Emergencies

In the event of an emergency or service interruption contact your utility as follows:

National Grid Corporation 1-800-932-0301

### Billing and Payment.

Depending on where service is provided, the Company will utilize either a two-bill system or a consolidated bill. Under a two-bill system, the Company 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 and delivery services and the Company will bill you for your commodity supply costs. 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 commodity supply cost charges on its bill. Payments are due on the date stated on the bill (in no event sooner than 10 days from postmark). Interest will accrue at a rate of 1½ per cent per month on all past due amounts from the applicable due date. Under a consolidated bill program, the utility will render a single bill, which will incorporate both its transmission and delivery charges and the Company's commodity supply costs. The local utility is required by law to serve as provider of last resort for commercial electricity supply use. The provisions of the Home Energy Fair Practices Act protect residential electric customers.-

### Meter Reading

The local utility will read your meter at regular intervals (monthly). 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.

### Other Charges

If a check tendered to the Company is not honored by a bank and is returned, the Company will add to your bill a returned check charge of \$25 for processing.

### Termination of Contract, Expiration of Contract

The Company reserves the right to terminate the Contract for non-payment, partial payment, breach of terms of the Contract, 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 Contract, it will notify you and your local utility at least 15 days prior to the Contract termination. Advance notice will allow you to (1) renegotiate a new agreement or (2) select another supplier or (3) return to the utility. The Company will follow the NYSDPS rules and the Home Energy Fair Practices Act to terminate residential customers.

You shall remain obligated to pay PED for all electric commodity supply costs, and any other amounts relative to services provided pursuant to your Contract, incurred up until the date when the utility transfers your account to another supplier ("Effective Expiration Date"). Customers with Fixed Price Contracts for electric commodity supply costs, or any other service that may involve a term that extends beyond the Effective Expiration Date shall reimburse PED for the negative impact of any fixed position or other irrevocable commitment(s) that were taken by the Company to serve said customers. The negative impact shall be calculated by determining the positive difference between (a) the dollar amount that the customer would have paid to PED under the Contract had it not been prematurely terminated, and (b) the dollar amount that PED is able to receive from the liquidation of the fixed position or other irrevocable commitment(s) under current market conditions as of the Effective Expiration Date.

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.

#### 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 commodity supply costs relative to this Agreement.

#### 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 Contract 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 Contract cannot be assigned by the customer without the written consent of PED. This Contract may be assigned by PED to another party provided that the assignee is qualified to sell electricity in New York State.

#### Entire Agreement, Modification, Law and Dispute Resolution

Together with any signed document evidencing the customer's intent to purchase commodity supply from the Company, this is the complete Contract between the parties and can only be amended in writing signed by both parties. However, PED may modify any terms of this Agreement at any time by notifying you of the change. If any change affects your price, payment terms, or the term of the Agreement, PED will give you written notice before the change is effective. After receipt of notice of a change in the price, payment terms or the contract term, you shall have the option of canceling the Agreement, without any fee for cancellation, by providing written notice to PED before the commencement of the next billing cycle. This Contract shall be governed by and construed in accordance with laws of the State of New York. The services provided by the utility company will continue to be protected by the rules established by the NYSDPS, and any other applicable law or statute. Should you have any questions or require additional information regarding this Contract, you can contact PED at (716) 853-7046 or toll-free at 1-800-375-5365. You may also request information from the NYSDPS. The NYSDPS monitors complaints and inquiries regarding non-utility energy service providers (ESCOs/Marketers), however, it will not resolve non-residential disputes or complaints. An excessive number of complaints may result in an ESCO/Marketer no longer being eligible to supply electricity in New York. The NYSPSC's toll-free complaint monitoring number is 1-800-342-3377, or you may write the Department of Public Service at the Office of Consumer Services, Three Empire State Plaza, Albany, NY 12223-1350, or contact them by e-mail at <http://www.dps.state.ny.us>. Disputes involving amounts within the jurisdictional limit of the local small claims court may be heard there. The parties shall use their best efforts to resolve the claim or dispute through good faith negotiations. Upon failure of such negotiations, but within sixty (60) days of notice to the other party of a dispute, you may request the American Arbitration Association to appoint an arbitrator. The arbitrator shall conduct a hearing and within thirty (30) days thereafter, unless such time is extended by agreement of the parties, shall notify the parties in writing of the decision. The arbitrator shall not have the power to amend or add to this Contract. The decision of the arbitrator shall be confined to the issue(s) presented for arbitration. Subject to such limitation, the decision of the arbitrator shall be final and binding, except that any party may petition a court of competent jurisdiction for review of errors of law. The decision of the arbitrator shall determine and specify how the expense of the arbitration shall be borne.

# Energy Supply Disclosure Statement and Service Agreement

\_\_\_\_\_  
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

\_\_\_\_\_ Default option shall be the utility's avoided retail rate.

\_\_\_\_\_ Other \_\_\_\_\_  
\_\_\_\_\_

## Utility Account Information

Facility Name                  Account Number                  Service Address                  (& County)

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

(Attach sheet if necessary)

\_\_\_\_\_  
Daytime Phone                  Fax                  e-mail address                  e-mail recipient

**I agree to the terms & conditions of Pro-Energy Development's "Energy Supply Disclosure Statement and Service Agreement".**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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