



# Pennsylvania Energy

## Disclosure Statement

November 2022

This Disclosure Statement is an agreement for natural gas services between Pennsylvania Energy (“PE”) and you, the customer, <<customer’s name and full address>>. PE is licensed by the Pennsylvania Public Utility Commission (“PAPUC”) to offer and supply natural gas services in Pennsylvania. Our PAPUC license number is (**A-2018-3005507; A-2020-3019284; A-2021-3024837**). Commodity prices and charges are set by the natural gas supplier (in this case PE) you have chosen. The PAPUC regulates distribution or delivery prices and services. You will receive a single bill from your Natural Gas Distribution Company, <<LDC Name>> (“NGDC”), that will contain your NGDC charges, your PE charges and applicable taxes.

By receiving or continuing to receive service from PE, you are agreeing to be bound by the terms and conditions of service as set forth below, including provisions regarding Binding Arbitration, and in your Natural Gas Supplier Contract Summary, welcome letter and other enrollment correspondence (collectively, your “contract”), and to pay for any and all charges associated with your natural gas supply in accordance with your contract. **Please review the general sections that apply to all price plans, as well as sections that apply to the specific price plan you are enrolled in, to ensure that you understand each provision.**

**THIS DISCLOSURE STATEMENT IS A CONTRACT THAT AFFECTS YOUR RIGHTS. PLEASE REVIEW IT CAREFULLY.** In particular, please review the Binding Arbitration agreement set forth on Page 5 below. It requires you to resolve any disputes with PE through the Pennsylvania Public Utility Commission (PAPUC) formal or informal complaint process, in small claims court, or through individual Binding Arbitration. You will not be allowed to resolve any disputes with PE through a jury trial or a class action.

**Right of Rescission**– You may cancel this agreement at any time without penalty any time before midnight of the third business day after receipt of this Disclosure Statement. You may contact PE by phone at 1-866-425-6220, by mail at P.O. Box 570828 Atlanta, Georgia 30357 or by e-mail at customerservice@pennsylvaniaenergy.com.

### **Definitions –**

**Commodity Charges** – The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

**Distribution Charges** - The charges for the delivery of natural gas from the point of receipt into the NGDC’s system.

### **Natural Gas Service Terms of Service –**

Your contract specifies your price plan, per unit price, and other pricing terms, including any applicable flat monthly charges, if you have selected a fixed or variable plan. PE’s price plans fall into two categories: (1) variable price and (2) fixed price. PE offers residential pricing for residential customers and commercial pricing for commercial customers.

The price per Mcf or Ccf, whichever is applicable based on your NGDC, includes natural gas commodity charges, and estimated Total State Taxes, but excludes applicable state and local Sales Tax.

The NGDC will deliver the natural gas you purchase from PE to your premises, read your meter, provide emergency services, and issue your bill each month. The NGDC will charge you separately for those services. PE’s charges for natural gas supply service will appear as a separate line item on your bill. Sales tax will appear separately.

## **1. Basic Service Prices**

**Fixed Price Plans:** With a PE fixed price plan, PE charges you a fixed price per unit during the term of the contract. If you enrolled on a fixed price plan, your price for your natural gas commodity will be set forth in your Contract Summary. Your price includes natural gas commodity charges and estimated total state taxes but excludes applicable state and local sales tax.

With a fixed price plan, PE charges you a fixed price per unit during the term of the contract. When you select a fixed price plan, you commit to remain with PE at the same price for the term of your contract. Although PE's currently available fixed price may change at any time, the price for the term of your contract will be PE's applicable fixed price in effect at the time you selected your fixed plan. The per-unit price on a fixed plan may be higher or lower than on another plan, and your price may be higher than the NGDC price.

**Variable Price Plans:** With a PE variable price plan, your price will change or remain the same from month to month. Your price includes natural gas commodity charges and estimated total state taxes but excludes applicable state and local sales tax. If you enrolled on a variable price plan, your price for the first billing period will be set forth in your Contract Summary. You will see each month's variable price on your bill and will not receive advance notification of price changes. There is no limit on the variability of a variable price from one month to the next.

Many factors influence retail natural gas pricing, including without limitation the cost to PE to obtain natural gas on your behalf, including, but not limited to, commodity, capacity, storage, balancing, transportation to the Delivery Point; operating expense; all applicable taxes, fees, charges or other assessments, and PE's costs, expenses and profit margins; and other factors. PE sets its prices each month based on the most current information available.

PE cannot predict the volatility of the market or what its customers will pay for gas in the future.

Service under a variable price plan is on a month-to-month contract basis until cancelled by you or PE.

Under a variable price plan, you may switch to another PE price plan for which you qualify at any time at no additional charge. The per-unit price on a variable price plan may be higher or lower than on another plan, and your price may be higher than the NGDC price.

More information about this variable price product, including what this price has been for the past 24 months, as applicable, can be found at [www.pennsylvaniaenergy.com](http://www.pennsylvaniaenergy.com) or you may call us at 1-866-425-6220. However, please remember that historical prices do not indicate present or future prices.

## 2. Length of Agreement

**Fixed Length (Duration) Agreement** – You will buy your natural gas commodity service for the above address from PE beginning on the date set by your NGDC and continuing for the term set forth in your Contract Summary. The actual length of your Agreement, including the start date and end date, may vary based on your meter read cycle.

**Month-to-Month Agreement** – You will begin purchasing your natural gas commodity for the above address from PE beginning on the date set by your NGDC and continuing on a month to month basis until cancelled by you or PE. See Section 5 for information on how to cancel this agreement.

You must be at least 18 years old or an emancipated minor to establish an account with PE. After your successful enrollment with PE and confirmation by the NGDC, PE will supply your natural gas until either you or PE cancels your service. Your service with PE begins on the date established by the NGDC. PE will submit your request to the NGDC. PE is not responsible for NGDC delays in processing your enrollment or cancellation request.

## 3. Special Terms and Conditions/Promotions –

PE may from time to time offer promotional or discounted prices. Customers enrolling on a promotional offer may be subject to natural gas consumption limitations. If you exceed the consumption limitation at any time during your contract duration, PE reserves the right to terminate your plan upon written notice, as detailed in Section 6 below. In that event, PE will send you a letter notifying you of this fact and your available options. You will not be charged an early termination charge under these circumstances. If you take no action, you will be automatically placed on PE's Variable Price Plan at the standard rate in effect at that time. Please read the terms of the offer for more details. For any applicable incentive sign-up bonus, add-ons, limited time offers, or any sales promotions and exclusions, please see the Contract Summary page.

## 4. Penalties, Fees and Exceptions –

After the rescission period described above, if your PE fixed price plan is cancelled during the initial term of your contract, you will be assessed an Early Termination Charge as set forth in your Contract Summary. Such charge is intended to compensate PE for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price plan. There is no Early Termination Charge if your PE variable price plan is cancelled.

5. **Cancellation** –You may cancel a variable price plan at any time without an early termination charge. After the rescission period stated above, if you cancel a fixed price plan before the initial term of your contract expires, an early termination charge will apply, as described in “Penalties, Fee and Exceptions” above. This contract will terminate automatically if the NGDC does not serve the requested premises, if you move, or if PE returns you to the NGDC’s service. You have the right to terminate this contract without penalty if you move to a new location outside of your NGDC service area. You must notify PE if you are moving to a new location outside of your NGDC service area in order to have your early termination charge credited back to you. Depending on the NGDC’s cancellation procedures, it may take up to the next full NGDC billing cycle for your account to be returned to the NGDC or switched to another supplier. You are responsible for all fees and charges until your service with PE is terminated. The Binding Arbitration provisions of this contract shall survive termination of this contract or of your gas service. PE reserves the right to restrict eligibility for its plans at its discretion for any reason not prohibited by applicable law, including a customer’s action to terminate any prior agreement with PE before the end of its established term.
6. **Agreement Expiration/Renewal Provisions/Change in Terms** – If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 – 75 days in advance and the second 45 days in advance of either the expiration date or the effective date of the proposed changes, including any automatic renewal. These notifications will explain your options going forward.
7. **Dispute Procedures** – Contact us with any questions concerning our terms of service. PE is not responsible for resolving disputes with the NGDC. However, if you have questions concerning your PE service, you may call PE toll-free at 1-866-425-6220 Monday – Friday from 8 a.m. to 5 p.m. EST, excluding certain national holidays, You may also contact us by mail at P.O. Box 570828 Atlanta, Georgia 30357 or by e-mail at [customerservice@pennsylvaniaenergy.com](mailto:customerservice@pennsylvaniaenergy.com). If your concern is not resolved with a customer service representative, you may contact our Customer Care Center and ask for a PE supervisor. If your concern is not resolved after you have called PE, you may contact the PAPUC for assistance at 1-800-692-7380 or at [www.puc.state.pa.us](http://www.puc.state.pa.us).

**If you need to report a natural gas leak or emergency, call the NGDC at the number listed on your bill.**

8. **Contract Assignment** – PE reserves the right to assign this contract to another natural gas supplier approved by the PAPUC. Contract terms and conditions will remain unchanged under an assignment, and PE will provide written notice to you prior to any such assignment.
9. **Contact Information** –  
Pennsylvania Energy  
P.O. Box 570828  
Atlanta, Georgia 30357  
1-866-425-6220  
[www.pennsylvaniaenergy.com](http://www.pennsylvaniaenergy.com)

Efficiency information and historical billing data is available upon request.

10. **Information about shopping for a Natural Gas Supplier is available from –**  
Pennsylvania Public Utility Commission (PAPUC)  
400 North Street  
Harrisburg, PA 17120  
1-800-692-7380  
[www.pagasswitch.com](http://www.pagasswitch.com)

Pennsylvania Office of Consumer Advocate  
[www.oca.state.pa.us](http://www.oca.state.pa.us)

11. **Billing/Collections/Non-Payment** –

Based on your price plan, your PE charges will be billed by the NGDC, along with the NGDC’s charges for its services. You acknowledge and agree that the NGDC services may be terminated as a result of your non-payment

of applicable charges. In addition, by agreeing to these terms and conditions of service, you agree to pay PE charges, and if your NGDC service is terminated for non-payment, then this contract may be cancelled and you will be required to pay any early termination charges.

## **12. Your Account/Contact Information/ Call Monitoring –**

You have the right to request up to 24 months of average monthly billed prices for your rate class and NGDC service territory.

By providing your contact information to PE (i.e., name, address, telephone number, fax number, e-mail address, etc.), you acknowledge that you are consenting to be contacted by mail, telephone, fax, voicemail, or e-mail by PE, a third party on behalf of PE, or an associated company. PE may monitor and record telephone calls to our Customer Care Center for quality assurance purposes. All calls for new service are recorded in compliance with Commission guidelines.

You agree to allow your NGDC to release certain information to PE that will be needed to provide natural gas supply to you. This may include, but is not limited to, your historical and future usage, service address, and rate classification. You authorize PE to release such information to third parties, affiliates and subcontractors that need to know such information in connection with your natural gas supply service. These authorizations will remain in effect as long as this contract remains in effect. You may rescind these authorizations at any time by either calling or providing written notice to PE. PE reserves the right to reject your enrollment or terminate this contract in the event these authorizations are rescinded.

**13. Regulatory Changes** – This contract is subject to present and future legislation, orders, rules, regulations and decisions of any duly constituted governmental authority having jurisdiction over this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation or pricing structure whereby PE is prevented, prohibited or frustrated from carrying out the terms of this contract, then at its sole discretion PE shall have the right to cancel this contract. In this event, PE will provide notification to you.

**14. Entire Agreement** – This contract, including the welcome letter, any and all enrollment correspondence and your Contract Summary, constitutes the entire contract between you and PE with respect to PE providing natural gas supply to you and supersedes all prior written and oral contracts and representations made with respect to such matters. If any provision of the contract shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect.

**15. Limitation of Liability and Disclaimer of Warranty** – PE is not responsible for any losses or damages resulting from any actions or policies of, or associated with, the NGDC, including interruption of service, termination of service, defective service, or operation and maintenance of the NGDC's system, nor is PE responsible for damages sought because of in-home or building damage. The remedy in any claim by you against PE will be solely limited to direct actual damages except as otherwise specifically authorized by statute. All other remedies at law or in equity are hereby waived by you. In no event will either PE or you be liable for consequential, incidental, indirect, special, or punitive damages, except where specifically authorized by statute. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this contract. PE MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND PE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.

**16. Extraordinary Events** – If an event occurs that delays or makes it impossible for PE to perform, such as an act of God, extraordinary weather occurrence, a facility outage on the NGDC system or interstate pipeline systems, a failure to perform by the NGDC, war, civil disturbance, or national emergency, our performance under these terms and conditions shall be excused for the duration of the event. Under such conditions, PE may elect to discontinue service to you immediately, without notice.

## **17. BINDING ARBITRATION**

### **17.1. Purpose and Arbitration Procedures**

**BY ACCEPTING SERVICE FROM PE YOU HAVE AGREED TO RESOLVE ALL DISPUTES (except for**

**disputes submitted to the Pennsylvania Public Utility Commission (“PAPUC”) and for small claims as provided below) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”). BY AGREEING TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS OF THIS SECTION (THE “ARBITRATION PROVISION”), YOU HAVE WAIVED THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AND, AS A RESULT, YOU WILL NOT BE ENTITLED TO A TRIAL BY JURY.**

**Nothing in the Arbitration Provision affects your right to file a complaint with the PAPUC regarding PE’s gas service or charges.**

Specifically, except where the amount in controversy is \$12,000 or less (or such other amount as set forth in Section 17.4 below), you and PE agree that any disputes, controversies, or claims between you and PE regarding any aspect of your relationship with PE, that have arisen or that may arise in the future, shall be settled by binding arbitration. Except as modified by these terms and conditions, the arbitration will be governed by the AAA Commercial Arbitration Rules for commercial customers and by the AAA Consumer Arbitration Rules for consumers. If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. The decision of the arbitrator in any such arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction thereof. For consumers, the arbitration shall take place in a mutually agreeable location or the county where you are billed. For commercial customers, the applicable procedures, including the location of a hearing, if needed, shall be determined by the Commercial Arbitration Rules. A single arbitrator chosen by the AAA will resolve the dispute. If your claim does not exceed \$25,000, then the arbitration will be conducted solely on the basis of documents you and PE submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. The arbitrability of disputes shall be determined by the arbitrator.

For commercial customers where the claim is less than \$15,000 and for consumers: PE will pay all arbitration filing fees and arbitrator’s costs. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, attorney’s fees (if you choose to be represented by an attorney) and expert witness fees. You will not be required to reimburse PE for the filing fees and arbitration costs paid by it unless the arbitrator determines that your claim was frivolous.

For commercial customers where the claim is \$15,000 or more: The arbitration filing fee shall be paid by the claimant and all other arbitration expenses shall be assessed pursuant to the AAA Commercial Rules. Each party is responsible for its own attorney’s fees.

Notwithstanding anything to the contrary in this Arbitration Provision, PE will pay all fees and costs that it is required by law to pay, including payment of your attorney’s fees and litigation costs if required by applicable law. Although under some laws PE may have the right to an award of attorney’s fees and expenses if it prevails, PE agrees not to seek such an award in consumer arbitrations.

## **17.2. Initiation of an Arbitration Proceeding**

Most customer concerns can be resolved quickly and informally. If you have a complaint or a dispute with PE you can call our Customer Care Center at 1-866-425-6220, write to us at P.O. Box 570828, Atlanta, Georgia 30357, or email us at [customerservice@pennsylvaniaenergy.com](mailto:customerservice@pennsylvaniaenergy.com). Please provide your service address and PE account number. If you are unable to resolve the issue to your satisfaction, you may also contact the PAPUC.

In the unlikely event that PE or the PAPUC are unable to resolve a dispute to your satisfaction (or if PE has not been able to resolve a dispute it has with you after attempting to do so informally), an arbitration proceeding may be initiated using the following procedures:

**(a) Notice of Dispute.** A party who intends to seek arbitration (whether they have tried to resolve the dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to PE should be addressed to: Pennsylvania Energy, c/o SouthStar Energy Services LLC, Attention: Legal Department, 30 Ivan Allen, Jr. Blvd. NW, Suite 900 Atlanta, GA 30308 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If PE and you do not reach an agreement to resolve the dispute within 30 days after the Notice is received, you or PE may commence an arbitration proceeding. The [Notice form](#) is available on PE’s website ([pennsylvaniaenergy.com](http://pennsylvaniaenergy.com)) or by calling 1-866-425-6220.

**(b) Commencement of Arbitration.** You may initiate arbitration by filing a [Claim Form](#) with the AAA and by sending a copy of the Claim Form to PE at the Notice Address above. The form is available on the AAA website ([www.adr.org](http://www.adr.org)), on PE's website ([pennsylvaniaenergy.com](http://pennsylvaniaenergy.com)), or by calling 1-866-425-6220. You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to PE. You do not need to send payment to the AAA. Upon receipt of the Claim Form, PE will pay the required arbitration filing fee.

### **17.3. Waiver of Class Actions**

**BOTH YOU AND PE EXPRESSLY WAIVE THE RIGHT TO BRING OR PARTICIPATE AGAINST THE OTHER IN A CLASS ACTION OR ANY COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.** All parties to any arbitration or Municipal or Magisterial District Court action (see below) must be individually named. There shall be no right or authority for any claims to be arbitrated or litigated on a class action basis or on bases involving claims brought in a representative capacity on behalf of the general public (such as a private attorney general), other recipients of services from PE, or other persons similarly situated. Further, unless both you and PE expressly agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

### **17.4. Exclusion from Arbitration**

You and PE agree that where the amount at issue is a claim within the jurisdiction of the Municipal or Magisterial District Court (which is, as of the effective date of these terms and conditions as set forth above, \$12,000 or less) and is an individual as opposed to a class claim, you or PE may elect to seek resolution of the dispute in the Municipal or Magisterial District Court. You and PE further agree that any appeal from the Municipal or Magisterial District Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of the Arbitration Provision. Any such appeal shall be commenced by giving the Notice described in Section 17.2(a).

You may also file a complaint with the PAPUC.

### **17.5. Choice of Law**

This agreement and any controversies or claims arising out of or relating to (a) this agreement, (b) the relationships which result from this agreement, or (c) the validity, scope, interpretation or enforceability of this agreement, shall be governed by, and construed in accordance with, the laws of Pennsylvania, without giving effect to the conflict of law principles thereof, except that the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, shall govern the interpretation and enforcement of this Arbitration Provision.

### **17.6. Continuation and Severability**

This Arbitration Provision shall survive the termination of this agreement or your gas service with PE. If any provision of this agreement is found to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired.

**18. Binding Arbitration – Choice of Law and Venue** – This contract shall be construed under and shall be governed by the laws of Pennsylvania without regard to the application of its conflicts of law principles, except that the Federal Arbitration Act shall govern the arbitrability and the arbitration of all Disputes.