

# Frontier Utilities Northeast, LLC

## Pennsylvania Service Territory

### Residential and Small Commercial Terms of Service (TOS) Electricity and Natural Gas

This is an agreement for electric and/or natural gas generation service between Frontier Utilities Northeast, LLC ("Frontier" or "Frontier Utilities") and you, for the service address(s) set forth in your disclosure statement ("Disclosure Statement") or Energy Service Agreement ("ESA"). Together, this Disclosure Statement, including the terms of service set forth herein, collectively describe your agreement to purchase electric and/or natural gas generation service from Frontier Utilities ("Agreement").

Frontier Utilities is licensed by the Pennsylvania Public Utility Commission to offer and supply electric and natural gas generation services in Pennsylvania. Our PUC electric license number is A-2013-2387060 and our natural gas license number is A-2013-2387088. Generation and/or commodity prices and charges are set by the electric generation supplier or natural gas supplier you have chosen. Your Local Distribution Utility will deliver the electric and/or natural gas generation to you. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

The following Agreement applies strictly to residential non-demand metered electric service and/or metered natural gas service. Customer's eligibility for the Energy Price provided herein is based on Customer representing and warranting that Customer's residential load profile classification (Rate Class) qualifies for residential service as defined by the utility. Frontier Utilities reserves the right upon receiving information evidencing a load profile that does not qualify for residential service to provide Customer with fourteen (14) days advance written notice of any material changes Customer will incur under the applicable Agreement for your then current load profile. You will have the right to cancel this Contract without penalty of fee prior to the date of Frontier effectuating the change to the appropriate Agreement for your Rate Class. If you do not cancel your Contract with Frontier before the effective date of the change, the change will become effective on the date stated in your notice.

Frontier Utilities does not deny residential service or determine eligibility for pricing based on credit history, utility payment data or credit score. Frontier does not deny service based on a customer or applicant's race, creed, color, national origin, ancestry, sex, marital status, lawful source of income, level of income, disability, familial status, location of a customer/applicant in an economically distressed geographic area, or qualification for low income or energy efficiency services.

**RIGHT OF RESCISSION.** You have the right to rescind your enrollment without penalty within three (3) business days following your receipt of the disclosure statement attached to this Agreement (the "Rescission Period"). The Right of Rescission only applies when you initially switch to Frontier Utilities and not upon renewal.

**PRICE PLANS:** Customer acknowledges that the price plan selected during enrollment ("Price Plan") is subject to Frontier Utilities approval once your meter's zone and service class type is confirmed by your local electric and natural gas distribution utility ("LDU" or "Utility"). Frontier reserves the right to switch your Price Plan to the appropriate plan as specified by the utility. Rates in the new Price Plan may be different than the originally contracted rate. Upon receipt of the new Price Plan's disclosures, you will have the opportunity to rescind as specified later in this document.

Your contract rate and Price Plan will be disclosed to you at the time of enrollment and confirmed in your Disclosure Statement.

**LENGTH OF AGREEMENT (TERM):** This Agreement shall become effective as of the enrollment date and shall commence on the first utility transfer date ("Effective Date") of the service address(s) as specified at the time of enrollment, and continue for the duration of the specified term herein, unless terminated pursuant to the attached Agreement. This Agreement shall remain in effect until the latest date of the final meter read ("Termination Date") of said service address(s) specified herein unless otherwise agreed to by the Parties in writing.

**RENEWAL:** Following the term of your Agreement, service will continue for successive one (1) month periods on our variable Price Plan if no alternate option is selected prior to the expiration of the original term.

If you have a fixed term electricity supply agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us in each of our last three bills for supply charges or in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options in these three advance notifications.

If you have a fixed term natural gas supply 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 notifications.

**CUSTOMER'S RIGHT TO RESCIND OR CANCEL SERVICES:** You may rescind this Agreement without fee or penalty of any kind within three (3) business days of receiving this Agreement. You can rescind this agreement by contacting your local EDC and/or NGDC at the number provided in this document. Please provide your name, address, phone number and a statement that you are rescinding your Agreement under the three (3) day Right of Rescission. You may cancel your contract in writing, orally or electronically. For a fixed rate plan, you may cancel services during the Initial Term but you may be charged an Early Cancellation Fee of \$10 per month remaining on your contract.

When you cancel services, you agree to pay for the services provided by Frontier Utilities through the date you are switched to another EGS/NGS or returned to the EDC/NGDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Frontier Utilities gives the EDC/NGDC notice of your cancellation request. You are responsible for all charges incurred through the date on which cancellation is effected by the EDC/NGDC.

**FRONTIER UTILITIES' RIGHT TO CANCEL SERVICES:** Frontier Utilities reserves the right to cancel this agreement (i) if your EDC/NGDC is unable to read your meter for three (3) months in a row; (ii) if at any time you request separate bills from your EDC/NGDC and Frontier Utilities; or (iii) if the EDC/NGDC removes you from their consolidated billing program and requires that Frontier Utilities bill you separately for your electricity generation or gas supply. You agree to pay for the services provided by Frontier Utilities through the date you are switched to another EGS/NGS or returned to the EDC/NGDC for service. Your cancellation will not be effective until the next regularly scheduled meter-reading date which follows the date on which Frontier Utilities gives notice to the EDC/NGDC of your cancellation request. We will notify both you and your EDC/NGDC of the cancellation of this agreement at least 11 days prior to the effective date of cancellation.

**CONSUMER PROTECTIONS:** The services provided by Frontier Utilities are protected by the terms and conditions of this Agreement and the Pennsylvania Public Utilities Commission ("PUC"). The complete text of the PUC Customer Protection Rules referenced herein can be found in the Pennsylvania Code, Title 52, Public Utilities at: <http://www.pacode.com/secure/data/052/chapter54/subchapAtoc.html>; and <http://www.pacode.com/secure/data/052/chapter56/chap56toc.html>

**PRICING, BILLING AND PAYMENT TERMS:** You will receive a single bill from your EDC/NGDC that includes our generation supply charges (as outlined in this terms of service), as well as the EDC's/NGDC's delivery charges. Product type, rate details and term, if applicable, are shown on the Product Detail portion of this Agreement. Electric rates include Electric Generation Service Charges, Transmission Charges and Gross Receipts Tax, but exclude applicable state and local sales taxes and the Distribution Charges from your local EDC. Natural Gas rates include Gas Supply but exclude Distribution Charges from your local NGDC and applicable state and local sales taxes. Your payment will be due to the EDC/NGDC by the date specified in the EDC/NGDC bill.

A \$25 insufficient funds fee per transaction (or a charge equal to the maximum amount allowed by law) will be assessed to your account for any transaction not processed due to non-sufficient funds (NSF), payment stops or charge backs, or credit availability for any method of payment including checks, bank drafts or credit card transactions.

Enrollment bonus, if applicable to the product selected, will be applied to your first bill with Frontier Utilities as your supplier. If you terminate this agreement prior to the first bill, no enrollment bonus will be paid. Frontier Utilities reserves the right to provide an alternative to bill credit, such as a gift card or other form of tender of equal value.

**CUSTOMER CONSENT AND INFORMATION RELEASE AUTHORIZATION:** By accepting this offer from Frontier Utilities, you understand and agree to the terms and conditions of this Agreement with Frontier Utilities. You authorize Frontier Utilities to obtain information from the EDC and/or NGDC that includes, but is not limited to: billing history, payment history, historical and expected electricity and/or gas usage, meter-readings, and characteristics of electricity and/or gas service. Frontier Utilities reserves the right to check your credit with a consumer credit reporting agency to determine if your credit standing is satisfactory before accepting your enrollment request. This Agreement shall be considered executed by Frontier Utilities following: a) acceptance of your enrollment request by Frontier Utilities; b) the end of the Rescission Period, and c) acceptance of enrollment by your EDC/NGDC.

**DISPUTE RESOLUTION:** Contact Frontier Utilities with any questions concerning the terms of service by phone at 1-877-636-3450 (toll-free) M-F 8AM – 5PM CST or in writing at Frontier Utilities, 5120 Woodway Dr., Suite 10015, Houston, TX 77056. Our web address is [frontierutilities.com](http://frontierutilities.com). If your complaint is not resolved after you have called Frontier Utilities and/or your EDC/NGDC, or for general utility information, residential and business customers may contact the Commission.

**GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to any conflicts of law principles which otherwise might be applicable.

**ASSIGNMENT:** You shall not transfer or assign this Agreement or your rights hereunder without the prior written consent of Frontier Utilities. Frontier Utilities may, without your consent, assign this Agreement to another EGS/NGS, including any successor, in accordance with the rules and regulations of the Commission.



**LIMITATION OF LIABILITY:** Customer will be deemed to be in exclusive control (and responsible for any damages or injury caused thereby) of the electric power and/or natural gas after receipt at the delivery point or points. FRONTIER UTILITIES NORTHEAST, LLC WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES), WHETHER BY STATUTE, IN CONTRACT OR TORT, EVEN IF THE RESULT OF NEGLIGENCE (WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE). ALL OTHER LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY. CUSTOMER HEREBY WAIVES ALL OTHER REMEDIES AT LAW OR IN EQUITY. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. To the extent any damages required to be paid hereunder are liquidated, the parties acknowledge that the damages are not intended and shall not be construed as a penalty, such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient or impossible, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

**WARRANTIES:** FRONTIER UTILITIES NORTHEAST, LLC MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH REGARD TO THE PROVISION OF ELECTRIC GENERATION SERVICE AND/OR NATURAL GAS SUPPLY SERVICE AND DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

**FORCE MAJEURE:** Frontier Utilities does not transmit or deliver electricity or natural gas and causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service. Frontier will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the EDC's and/or NGDC's system; nonperformance by the EDC/NGDC, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control. The term "Force Majeure" shall also include any event of Force Majeure occurring with respect to the facilities or services of Company's service providers providing a service or providing any equipment, goods, supplies or other items necessary to the performance of such Party's obligations, and shall also include curtailment or interruption of deliveries or services by such third parties as a result of an event of Force Majeure hereunder.

**AMENDMENTS:** Frontier Utilities may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Frontier Utilities will supply Customer with a current version of this document annually and upon request.

**CONTACT INFORMATION:** For questions concerning your rate, service initiation, or service cancellation, please contact Frontier Utilities using the contact information below:

**Frontier Utilities Northeast, LLC**

5120 Woodway Drive, Suite 10015, Houston, TX 77056  
1-877-636-3450 [care@frontierutilities.com](mailto:care@frontierutilities.com)

Hours of Operation: M-F, 8:00 a.m. to 5:00 p.m. Central Standard Time

In the event of a power outage or if you are transitioned to the provider of last resort (POLR), please contact your Utility, available using the contact information below:

**(EDC) Electric Distribution Company & POLR:**

Electric Utility	Phone Number
PECO	(800) 841-4141
PPL Electric Utilities	(800) 342-5775
Duquesne Light	(888) 393-7000

In the event of a natural gas emergency or if you smell gas or suspect there is a gas leak, Customer should leave the premises immediately and contact the local Utility at:

**(NGDC) Natural Gas Distribution Company:**

Electric Utility	Phone Number
PECO	(800) 841-4141
Peoples Natural Gas	(800) 400-4271

**Public Utility Commission:**

P.O. Box 3265, Harrisburg, PA 17105-3265  
Utility Choice Hotline: (800) 692-7380



**LOW INCOME ASSISTANCE PROGRAMS:** The Low-Income Home Energy Assistance Program (LIHEAP) offers help to Customers struggling to pay home heating bills. LIHEAP is funded by the federal government and administered by the Pennsylvania Department of Public Welfare. The program provides cash grants to help families with heating bills and crisis grants to help families that are at risk of losing their power or coping with heating emergencies, like equipment breakdowns. All utility customers, regardless of their economic circumstances, are entitled to utility service at a reasonable price. Each utility company has programs available to customers, who are on a limited or fixed income, to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. For more information regarding Universal Service, please contact the Pennsylvania Office of Consumer Advocate at 717-783-5048 or toll free at 1-800-684-6560.

#### **DEFINITIONS AND TERMS IN THIS AGREEMENT**

**Customer or Consumer** - a retail electric customer or potential customer of retail electricity service.

**Electric Small Commercial Customer** - nonresidential customer that has a peak demand of less than 25 kilowatts (kW) during the most recent consecutive 12-month period.

**Natural Gas Small Commercial Customer** - nonresidential customer that receives natural gas service under a small commercial small industrial or small business rate classification, and whose aggregate maximum registered annual consumption with the Utility was less than 300 Mcfs, or equivalent, over the last 12 months.

**EGS or Electric Generation Supplier or Supplier** — an entity licensed and as defined under the Pennsylvania Code.

**EDC or Electric Distribution Company** — the utility providing facilities for the jurisdictional transmission and distribution of electricity and natural gas to retail customers.

**NGS or Natural Gas Supplier** – an entity other than an NGDC, but including NGDC marketing affiliates, which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of an NGDC.

**NGDC or Natural Gas Distribution Company** – a public utility or city natural gas distribution operation that provides natural gas distribution services and which may provide natural gas supply services and other services.

**Generation Charge** — charge for production of electricity and/or natural gas.

**Public Utility Commission (PUC)** – the Pennsylvania Public Utility Commission.

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