

## **Residential WGL Energy Services, Inc. Electricity Supply - Terms & Conditions**

### **General Conditions**

WGL Energy Services, Inc. (WGL Energy Services) is licensed by the Pennsylvania Public Utility Commission (License no. A-110158) to offer and supply electricity generation and transmission in Pennsylvania and is a qualified electricity supplier under PECO's Tariff. Generation prices and charges are set by the electric generation supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services, WGL Energy Services prices are for electricity and transmission and include gross receipts tax. WGL Energy Services supplies electricity to your Electric Distribution Company, PECO (PECO or your EDC), based on how much you consume and PECO delivers the electricity to you using their electricity distribution wires. The distribution of electricity cannot be terminated or interrupted by PECO as a result of any dispute between you and WGL Energy Services. WGL Energy Services is a subsidiary of WGL Holdings, Inc., and an affiliate company of Washington Gas. The WGL Energy Services Electricity Supply - Offer (Offer), together with these WGL Energy Services Electricity Supply - Terms and Conditions (Terms and Conditions), constitute the entire WGL Energy Services Electricity Supply Agreement (Agreement) between you and WGL Energy Services. You must remain a PECO customer in Pennsylvania and provide WGL Energy Services with complete and accurate information to begin and continue service.

### **Right of Rescission**

You have the right to cancel this agreement at any time before midnight of the third business day after enrollment by contacting the WGL Energy Services Customer Care Center at 844-4 ASKWGL (844-427-5945).

### **Electricity Supply Service**

WGL Energy Services agrees to sell you electricity supply at the price, term, wind power percentage and wind power source indicated in the Offer and Contract Summary Table. These prices apply 24 hours a day and will begin on your next applicable Meter Read Date. The WGL Energy Services Fixed Price Plan will extend for the term indicated in the Offer. If you select the WGL Energy Services Variable Price Plan, the monthly price indicated in the Offer and Contract Summary Table is only for the first month's usage and the price for your electricity supply in future months may vary based on WGL Energy Services' costs of procuring wholesale electricity, PJM costs and fees, and other market factors. There are no ranges or ceilings to the price or limit to how much the price may change from one billing cycle to the next and your price can be higher or lower than your EDC's in any given month. You may obtain the previous 24 months' average monthly bill prices at [www.wglenergy.com](http://www.wglenergy.com) or by contacting 844-4 ASKWGL (844-427-5945). Prices will be posted on or before the 25th day of each month for the following month's usage. Historical pricing is not indicative of present or future pricing.

### **Wind Power Service**

WGL Energy Services agrees to sell you wind power at the percentage, prices and source indicated in the Offer. If you choose to purchase electricity generated from wind power when a previously executed Agreement between you and WGL Energy Services is in effect, this choice shall amend and be incorporated into your prior Agreement. Wind power is provided by WGL Energy Services by purchasing wind renewable energy certificates from wind farms consistent with the wind source and percentage indicated in the Offer.

### **Green-e® Energy**

CleanSteps® WindPower, PA WindPower, and National WindPower from WGL Energy are Green-e Energy certified, and meet the environmental and consumer-protection standards set forth by the non-profit Center for Resource Solutions. Learn more at [www.green-e.org](http://www.green-e.org). The prospective product content labels for 50% and 100% CleanSteps® WindPower are available at [www.wglenergy.com/localpcl](http://www.wglenergy.com/localpcl); labels for 50% and 100% PA WindPower are available at [www.wglenergy.com/papcl](http://www.wglenergy.com/papcl); and the label for 100% National WindPower is available at [www.wglenergy.com/nationalpcl](http://www.wglenergy.com/nationalpcl). National WindPower from WGL Energy is a Renewable Energy Certificate (REC) product. A REC represents the environmental benefits of one megawatt hour (MWh) of renewable energy that can be paired with electricity. Your price includes the cost of this REC product as well as your electricity from WGL Energy. Learn more at [www.wglenergy.com/RECs](http://www.wglenergy.com/RECs).

### **Billing and Payment**

You will receive a single bill from your EDC that will contain their charges and WGL Energy Services' charges. Payments will be due and payable to your EDC according to your EDC's billing schedule and policies. You are responsible for WGL Energy Services charges, your EDC's charges consistent with their filed tariffs, and for all applicable taxes. If you are exempt from sales tax, you must submit a sales tax exemption form to WGL Energy Services before any exemption can be processed. WGL Energy Services may charge a late payment fee of 1.25% per month on any past due balances. WGL Energy Services reserves the right to change billing methods. You will be responsible for all costs, including legal fees, associated with the collection of outstanding balances.

### **Net Metering**

If you currently own, or plan to install during the term of this Agreement an electrical generating facility in order to supply any of your electricity usage, and the generating facility is or will be net metered by your EDC, you must notify WGL Energy Services in order for us to properly enroll or continue to serve you. For any billing period during which you generate more electricity than you use, WGL Energy Services will calculate any credits due and will attempt to apply them to WGL Energy Services' charges during the next billing cycle. If net metering credits accumulate, WGL Energy Services will calculate the payment owed once per year after May 31, and provide payment to you once per year, by June 30, at the price indicated in your Offer.

### **Budget Bill Plans**

If you are enrolled in your EDC's budget bill plan, you will continue to receive budget bills following account reconciliation with your EDC.

### **Automatic and Early Contract Renewal Options**

If you have a fixed term contract approaching the expiration date or whenever we propose to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. This Agreement shall be automatically renewed without an early cancellation fee with the new Offer, unless you cancel the renewal of this Agreement by notifying us no later than 30 days prior to the end of the term. If a renewal Offer is made that continues the effectiveness of an early cancellation fee, you will be asked to sign a renewal Agreement. WGL Energy Services may also offer you an Early Renewal Option by sending you notice of a new price for a fee. Upon payment of the fee, this Agreement shall be renewed at the new Offer for a Renewal Term. If you have been assigned a WGL Energy Services Account Manager, you can expect to receive an automatic or a renewal offer with revised Terms and Conditions Offer from your WGL Energy Services Account Manager at least forty-five (45) days before the end of the term of the Agreement, in which case you can accept or cancel the renewal offer by directly communicating with the WGL Energy Services Account Manager. Customers on the WGL Energy Services Variable Plan will not receive renewal notices from WGL Energy Services.

### **Termination by WGL Energy Services**

WGL Energy Services may terminate this Agreement on 30 days written notice as a result of the following: (1) non-payment by you; (2) changes in any legislation, regulation or EDC tariff that adversely affect this Agreement; or (3) Acts of God. The effective termination date will occur on the next applicable meter read date, and upon termination with WGL Energy Services, you will be returned to your EDC's service.

### **Termination by Customer & Early Cancellation Fees**

You may cancel this Agreement by notifying WGL Energy Services in writing by mail or by calling us at 844-4 ASKWGL (844-427-5945). If you cancel this Agreement, the effective termination date will be on the next applicable meter read after your EDC processes your cancellation request. Fixed Price Plan: An early termination fee of \$10 per month for each month that remains in your contract term will be charged to you. WGL Energy Services will bill this fee separately from the EDC bill; and, this fee will be due 30 days upon receipt of WGL Energy Services bill. This fee will be waived if you cancel within the applicable rescission period or if you move. Variable Price Plan, Fixed Price No Fee Plan and Customer Referral Program: No cancellation fee applies. Should you terminate this Agreement, you will have the option of returning to the EDC's service or choosing another electricity supplier. WGL Energy Services shall have the further right to deny you subsequent enrollment in any WGL Energy Services energy supply service.

### **Change of Residence**

If you move, you may cancel your Agreement without penalty by contacting WGL Energy Services in writing by mail within 45 days of such change. A final meter reading will be made at your old address and your account will be closed and finalized with your EDC and WGL Energy Services. If you move within your EDC's service territory, you may have the option of signing a new Agreement with WGL Energy Services at your new residence.

### **Assignment**

You may not assign this Agreement. WGL Energy Services may transfer, assign or sell this Agreement in connection with any financing, to any of its affiliates, to anyone succeeding in interest to all or substantially all of WGL Energy Services' assets or business, or to another supplier licensed to conduct business in your EDC's service area.

### **Limitation of Liability**

You understand and agree that there are no warranties, either expressed or implied, associated with this offer or the natural gas and/or electricity service sold under this Agreement. WGL Energy Services will bear no liability to you or any third party for consequential, punitive, incidental, special, or indirect damages. This Agreement constitutes the entire Agreement between you and WGL Energy Services. No statement, promise or inducement made by either party that is not contained in this Agreement shall be valid or binding.

### **Information Release Authorization**

Through this Agreement, you authorize WGL Energy Services to obtain information from your EDC that includes, but is not limited to: billing information and history, payment information and history, historical and future electricity usage, meter readings, including smart meter readings, and characteristics of electricity service.

### **Dispute Procedures**

WGL Energy Services can be reached by mail at: WGL Energy Services Customer Care Center, P.O. Box 7600 Hampton, VA 23666-0600. Please contact WGL Energy Services at the address above or call our Customer Care Center toll free at 844-4 ASKWGL (844-427-5945) Mon - Fri between 7:00 am to 7:00 pm ET, except holidays, to answer questions or resolve any disputes regarding this Agreement. You may call the Pennsylvania Public Utility Commission at 1-800-782-1110 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 WGL Energy Services. 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.papowerswitch.com](http://www.papowerswitch.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).

### **Contact Information**

Supplier Name: WGL Energy Services, Inc., P.O. Box 7600 Hampton, VA 23666-0600, 844-4 ASKWGL (844-427-5945) (toll free) Mon. - Fri. 7:00 am to 7:00 pm ET, except holidays, [www.wglenergy.com](http://www.wglenergy.com). Electric Distribution Company (Provider of Last Resort): PECO Customer Service Center, 2301 Market Street, P.O. Box 8699, Philadelphia, PA 1-800-494-4000. For information about PECO's universal service programs, call 1-800-494-4000. Public Utility Commission: Pennsylvania Public Utility Commission P.O. Box 3265, Harrisburg, PA 17105-3265 Electric Competition Hotline Number 1-888-782-3228.

### **Key Definitions**

Generation Charge - Charge for the production of electricity. Transmission Charge - Charge for moving high voltage electricity from a generating facility to the distribution lines of the electric distribution company. Distribution Charge - Charge for delivering electricity from the electric distribution company to your home or business.

WGL Energy Services reserves the right to cancel the availability of its electricity offers at any time.