



## Clearview Electric, Inc. New Jersey Sales Agreement and Terms of Service

This is an agreement for electric generation service between Clearview Electric Inc. and:

**(customer name)**  
**(address)**  
**(city), (state) (zip)**

We are required to send this notification to you by your state. This notification will provide you with basic industry terminology, how the process works, and your rights as our customer.

### Definitions

- Electric Generation Service - The large-scale production of electric power for industrial, residential, and rural use, generally in stationary plants designed for that purpose.
- Distribution Services - Provided by the Electric Distribution Company (EDC), distribution services comprise those parts of an electric power system between the subtransmission system and the consumers' service switches.
- Generation Charge - Charge for production of electricity.
- Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.

### Background

- We at Clearview Electric Inc. ("Clearview" or "Clearview Electric") are licensed by the New Jersey Board of Public Utilities ("Board") **to offer and supply electric generation services** in New Jersey. Our Board license number is ESL-0089.
- We set the generation prices and charges that you pay. The Board regulates **distribution** prices and services. The Federal Energy Regulatory Commission regulates **transmission** prices and services.
- You will receive a single bill from your Electric Distribution Company ("EDC") that includes our generation supply charges as well as the EDC's delivery charges.

### Terms of Service

**(a) Price Electricity**

The price is variable by month and is based on wholesale market conditions in your area, in addition to the current projected wholesale cost of electricity. Starting price is \$.11964 per kWh.

**(b) Length of Contract**

18 Months Unless Cancelled by Customer

**(c) Terms of Renewal**

Renews for successive 18 month periods.

**(d) Cancellation Fees**

None

**1. Basic Service Prices - *Itemize Basic Services you are billed for and their prices.***

You will pay a variable rate per kWh for electric generation service. Variable rate is based upon current market conditions and projected wholesale electric prices. Price per kWh can range from 8.9 cents to 17.9 cents, plus all applicable taxes. This price includes Transmission Charges and Estimated Total State Taxes, including the Sales and Use Tax, but excludes applicable state and local Sales Taxes. All pricing can be viewed at <http://www.clearviewenergy.com>.

**2. Length of Agreement**

You will buy your electric generation service for the above street address from Clearview Electric beginning on a date set by your EDC. Except as described within the Cancellation Provisions, this agreement will continue for eighteen months unless cancelled at anytime by either party **with 30 days verbal or written notice.**

**3. Billing and Payment**

Unless otherwise agreed to in writing, Atlantic City Electric (ACE) will invoice monthly for electricity supplied under this Agreement. Clearview Electric's fees include the fee for Electric Generation Service and Transmission, including Sales and Use Tax. The Customer will pay each invoice in full within twenty (20)



days of the invoice date, according to the EDC prescriptions. Customer will receive a single bill for both commodity and delivery costs from the EDC. Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the Board. In the event of failure to remit payment when due, Clearview Electric will have the right to terminate commodity service and to seek suspension of distribution service.

#### **4. Cancellation Provisions**

Customer may rescind this Agreement within fourteen (14) business days after the signing or receipt of this Agreement, whichever comes first, by contacting your utility by phone or in writing. This contract for electric generation supply service is not legally binding upon you until the 14-day confirmation period has expired, and you have not, directly or indirectly, rescinded your selection. Customer is liable for all Clearview Electric charges until Customer returns to the local distribution utility or goes to another supplier.

#### **5. Term and Termination**

There is no penalty for cancellation of this Agreement. The term shall commence as of the date the change of provider to Clearview Electric is deemed effective by the EDC and shall continue for eighteen (18) months thereafter ("Initial Term"). This Agreement shall automatically renew for successive eighteen (18) month periods ("Renewal Term") unless either party notifies the other party, either verbally or in writing, of its desire to terminate this agreement, at least thirty (30) days prior to the anticipated renewal date. Customers may terminate the Agreement, with 48 hours notice without penalty, as a result of a relocation within or outside the LDC's franchise area, disability that renders the customer of record unable to pay for Clearview Electric's service, and/or the customer of record's death.

If Customer fails to pay a bill in full, Clearview Electric reserves the right to return the customer to the provider of last resort after twelve (12) days. Once Customer's bill is paid in full, Clearview reserves the right to return the customer to Clearview Electric generation supply upon the next meter read cycle. 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 true-up subsequent to the final meter reading. Customer may cancel this Agreement at anytime by providing 30 days verbal or written notice. Customers may contact Clearview Electric, at 1-800-746-4702 or at the address below to provide notice.

#### **6. Agreement Expiration/Change in Terms**

If Customer has a fixed term agreement and it is approaching the expiration date, renewal period or if we propose to change terms of service, we will send you two (2) advance notices either in your bill or in separate mailings between 45 and 90 days before either the expiration date of the effective date of the changes. We will explain your options in these two (2) advance notices.

#### **7. Dispute Procedures**

Contact us with any questions concerning our terms of service. You may contact the Board if you are not satisfied after discussing your terms with us at 1-800-624-0241, or by writing to the Board at: New Jersey Board of Public Utilities, Two Gateway Center (8<sup>th</sup> Floor) Newark, NJ 07102, or through its website at: <http://www.state.nj.us/bpu>. No terms contained herein waive any rights you may have under New Jersey or Federal Consumer Protection laws.

#### **8. Contact Information**

Generation Supplier Name:	<b>Clearview Electric, Inc.</b>
Address:	<b>PO Box 130659 Dallas, TX 75313-0659 1-800-746-4702</b>
Phone Number:	<b>www.clearviewenergy.com</b>
Internet Address:	<b>Atlantic City Electric</b>
Electric Distribution Company Name:	<b>Atlantic City Electric</b>
Provider of Last Resort Name:	<b>P.O. Box 231, Willmington, DE 19899-0231</b>
Address:	<b>1-800-833-7476</b>
Phone Number:	