

## ANNUAL BOOKLET TO RETAIL CUSTOMERS

### **November 2022**

Each electricity supplier licensed by the Department of Public Utilities (the “Department”) to do business in the Commonwealth of Massachusetts is required to annually prepare and mail an information booklet describing a customer’s protections and rights with respect to competitive energy supply, pursuant to G.L. c. 164, § 1F(5)(i) and 220 C.M.R. 11.06(2)(c)3.

Atlantic Energy MA, LLC is a licensed electricity supplier serving customers in the state of Massachusetts. You have the option to choose the company that supplies the electricity the utility company delivers to you. As an Atlantic Energy customer, you’re entitled to the following:

- Notification in writing of the terms of service agreement at the time service is initiated. This document details the rates that will be charged by Atlantic Energy, the length of the contract, the payment terms, the rules for terminating the contract, the manner in which you will be notified of any changes in the terms of service, information about dispute resolution, and a toll-free number to call for more information.
- The price that you will be charged by Atlantic Energy includes electric generation service only, and excludes transmission charges, all other utility fees and charges, and applicable taxes. Failure by a customer to make full payment of Atlantic charges due on any bill will be grounds for disconnection of utility services in accordance with the Department’s rules and regulations on the termination of service.
- Competitive power suppliers and distribution companies must furnish customers with a disclosure label prior to providing service and then on a quarterly basis. The label will set forth their prices, the types of power sources used, their air emissions, their labor practices and a toll-free number for customer service.
- Customers are entitled to receive at least 30 days’ prior written notice of any material changes to the Terms and Conditions governing your service.
- Atlantic Energy’s charges to you are based on meter reads by your local utility. Atlantic Energy does not require a deposit. Atlantic Energy makes no representation or warranties, whether express or implied, regarding the electricity sold to you.
- Atlantic Energy will not be liable to you or any third party for consequential, incidental, punitive, exemplary, or indirect damages. Atlantic Energy is not liable for interruption to, or shortages of, electricity supply, nor is it liable for any resulting associated loss or damage.
- Atlantic may assign the Agreement to another energy supplier, energy services company or other entity as authorized by the Department.
- Atlantic Energy does not operate under collective bargaining agreements and does not operate with employees hired as replacements during the course of a labor dispute.
- If Atlantic Energy cancels the Agreement, it will give you written notice at least 15 days prior to the cancellation date, except in the case of a failure to pay, in which case cancellation may be immediate. If Atlantic Energy terminates your electric supply service, you will be transferred without interruption to standard offer service with your local utility.
- If you have questions or concerns, you may contact Atlantic Energy’s Customer Service Center at (800) 917-9133, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change), or in writing at: Atlantic Energy, 1166 West Newport Center Drive, Suite 112, Deerfield Beach, FL 33442.
- Customers whose dispute cannot be resolved have their right to mediation pursuant to M.G.L. c. 164, §1F(2)