

Residential – Value Added Services Terms & Conditions

AGREEMENT TO SELL AND PURCHASE ENERGY - This is an Agreement between M&R Energy Resources Corporation (“M&R” or Seller) and the undersigned customer (“Customer”) under which Customer shall initiate natural gas service and begin enrollment with M&R (the “Agreement”). Subject to the terms and conditions of this Agreement, M&R agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by M&R, necessary to meet Customer’s requirements based upon consumption data obtained by M&R or the delivery schedule of the Local Distribution Company (the “LDC”). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by M&R or the LDC’s delivery schedule. The LDC will continue to deliver the gas supplied by M&R.

TERM - This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to M&R is deemed effective by the LDC and shall continue for the contract term (the “Initial Term”). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the M&R monthly weighted average cost of gas plus the Perfect Temperature Plan unless M&R sends Customer written notice **and Customer agrees of proposed changes to such terms in advance of the renewal date (the “Renewal Term”)** via affirmative consent. **Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the** terms and conditions of this Agreement and of the Customer’s right to renew, terminate or renegotiate this Agreement. When receiving service on a month-to-month basis, Customer may cancel or terminate this Agreement without penalty so long as M&R is provided with 30 days’ advance written notice of termination.

PRICING AND TERMINATION – The rate for all natural gas sold under this Agreement is set forth on the first page of this Agreement and shall include and be subject to all applicable taxes. M&R will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. If Customer fails to pay each invoice in full within 20 days of the invoice date, then, in addition to any other remedies that it may have, M&R may terminate this Agreement upon 15 days written notice to Customer. If M&R or Customer terminates this Agreement prior to the end of the Initial or Renewal Term, and the Agreement is for fixed price service, then the customer shall pay, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation of the fixed price at the date of termination; and (ii) difference between the Customer’s annual usage for the prior 12 month period from the date of termination and the level of usage during the current Term or Renewal Term, under this Agreement.

BILLING - Customer may receive a single bill for both commodity and delivery costs from either M&R or the LDC, or each of the LDC and M&R may invoice Customer separately. Failure to make full payment of M&R charges due on any consolidated bill prepared by the LDC for M&R will be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the “DPS”). In the event of failure to remit payment when due, M&R may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act (“HEFPA”). A \$40 fee will be charged for all returned payments.

ASSIGNMENT- Customer may not assign its interests in and obligations under this Agreement without the express written consent of M&R. M&R may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

INFORMATION RELEASE AUTHORIZATION - Customer authorizes M&R to obtain and review information regarding the Customer’s credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL 32 (3); and information pertaining to PSL 33, tax status and eligibility for economic development or other incentives. This information may be used by M&R to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer’s execution of this Agreement shall constitute authorization for the release of this information to M&R. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to M&R or calling M&R at 1.866.610.7283. M&R reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

CONSUMER PROTECTION - The services provided by M&R to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission rules and regulations (Orders) including the Uniform Business Practices (UBP) and HEFPA for residential customers. M&R will provide at least 15 days’ notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to M&R, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting M&R at 1-866-610-7283 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.ny.gov.

CANCELLATION - Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting M&R at 1-866-610-7283. Customer is liable for all M&R charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within 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 trued up after the final meter reading.

AGENCY – Customer hereby designates M&R as Customer's agent to: (a) arrange and administer contracts and service arrangements between Customer and the LDC, and between Customer and the interstate pipeline transporters of Customer's natural gas; (b) nominate and schedule with the interstate pipelines the transportation of Customer's natural gas from the Sales Points to the Delivery Points, and with the utility for the transportation for the Customer's natural gas from the Delivery Points to the Customer's premises; and (c) aggregate Customer's natural gas with the natural gas supplies of M&R's other customers in order for Customer to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As Agent for Customer, M&R will schedule the delivery of a quantity of natural gas at the Sales Points necessary to meet Customer's city gate requirements based on the consumption and other information that M&R receives from the LDC. The Sales Points for the natural gas will be a point or points located outside of New York State selected from time to time by M&R to assure service reliability. The Delivery Points for natural gas transported by interstate pipelines will be the city gate stations of the LDC. M&R agrees to transport or arrange for the transportation of the natural gas from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's premises.

TAXES, TITLE, RISK OF LOSS, etc. – Customer and M&R agree that title to, control of, and risk of loss of the quantities of natural gas supplied under this agreement will transfer from M&R to Customer at the Sales Point(s). Customer will be liable for and pay all taxes, assessments, or surcharges, which are imposed with respect to the sale of natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with M&R.

WARRANTY- This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and M&R. M&R makes no representations or warranties other than those expressly set forth in this Agreement, and M&R expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

FORCE MAJEURE – M&R will make commercially reasonable efforts to provide natural gas hereunder, but M&R does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of M&R ("Force Majeure Events") may result in interruptions in service. M&R will not be liable for any such interruptions caused by a Force Majeure Event, and M&R is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its natural gas distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond M&R's control.

LIABILITY - The remedy in any claim or suit by Customer against M&R will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either M&R or Customer be liable for consequential, incidental, indirect, special, or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

M&R CONTACT INFORMATION - Customer may contact M&R's Service Contact Center at 1-866-610-7283, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to M&R at: P.O Box 4091, New Windsor, NY 12553.

DISPUTE RESOLUTION - In the event of a billing dispute or a disagreement involving M&R's service hereunder, the parties will use their best efforts to resolve the dispute. Customer must contact M&R in writing at the above address with proof of mailing within 60 days of the invoice date. The services provided by M&R to Customer are governed by the terms and conditions of this agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving M&R's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact M&R by telephone or in writing as provided above. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30am-4:00pm); or Mail: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

CHOICE OF LAWS - Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

CHANGE IN LAW OR PRACTICE – M&R may pass through or allocate, as the case may be, to Customer any increase or decrease in M&R's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes in intrastate and interstate pipeline transportation rates) to existing Laws, or other requirements or changes in administration or interpretation of Laws or other requirements, or changes to the manner in which any Law is implemented ("Change in Practice"). "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, transporter or utility business practices or protocol, transporter or utility tariff, or rule of any commission or agency with jurisdiction in the State in which the Facility(s) is located. "Change in Practice" includes a change in the manner any transporter, LDC, pipeline, agency or any other authority implements or interprets any items listed under "Law" above that increases M&R's costs. Such adjusted amounts will be included in subsequent invoices to Customer.

- Residential Customers: Seller shall first obtain affirmative consent from residential and small commercial customers prior to passing on any additional costs and/or modifying this Agreement.

EMERGENCY SERVICE - The LDC will continue to respond to leaks and emergencies. In the event of a natural gas leak, service interruption or other emergency, Customer should immediately call the LDC.

Central Hudson Gas & Electric:	1-800-527-2714
New York State Electric & Gas:	1-800-572-1131
Orange & Rockland Gas:	1-877-434-4100

Attachment A

Perfect Temperature Plan (PTP)

PRIORITY scheduling on your combined heating/cooling system.

PTP services include:

1 Annual Service	25% discount on parts and labor if repairs are needed on non-covered parts.
1 Annual Safety Inspection	\$350 System installation credit
Replace customer supplied air filter.	10% savings on all other services – not including natural gas
Check	Clean
Refrigerant levels. Add up to ½ lb R410	Heat exchanger
Contacto(r)s	Coil
Zone Valve	Outdoor unit
Circulator	Condensate line/trap
Air elimination system	
Thermostat	
Condensate pump	
Supply registers	
Return	
Thermopile	
Thermocouple	

24HR Emergency Service on covered parts

- Emergency service is classified as a “No heat call” during the heating season. (October 1st-April 31st), and severe water leaks. Hourly rates will vary based on time-of-service call.
- All air condition service/calls will be performed from the hours of 8-4:30, Monday through Friday. R22 freon is NOT included if needed at the time of annual service. Air filters are **NOT** included in annual service. Bulk filters are available for an additional fee.
- A valid credit card must be always on file to receive service. Billable service calls must be paid in full within 14 days of service. If payment is not received, the credit card on file will automatically be charged.
- The following parts and labor are covered in this contract during normal business hours:
 - Capacitor
 - Contactor
 - Switching relay
 - Switch
 - Basic, non-Wi-Fi thermostat (1)
 - Condensate spill switch
 - Plugged condensate line
 - Toggle switch (1)
 - Draft Damper

Perfect Temperature Plan (PTP)
Service Plan Terms and Conditions

1. Service Provider: Services performed under this service contract (Contract) will be performed by M&R Energy's Resources preferred service contractor Depew Energy Co.; however, M&R Energy Corp. (the "Company") reserves the right to replace Depew Energy Co. with another service provider at any time, by providing 15 days' advanced written notice to Customer.

2. Coverage: This Contract will cover the adjustment of the covered heating/cooling system, water heater or the replacement of any covered functional part as specified in this Contract. Contract applies to one single property per agreement. Contract covers only one of each system per Contract. Residential applications only.

Depew Energy reserves the right to inspect and approve any equipment before issuing a new service plan (heat pumps and central air conditioners **must be** inspected before coverage can occur). We will waive this inspection if the equipment is currently under manufacturer's warranty or if this plan is a continuation of an existing plan issued by Depew Energy. Any inspections will be performed at our regular schedule of charges.

3. Service Call: To obtain service under this Contract, call **1-845-568-0072** for service during the hours between 8:00 a.m. and 4:00 p.m. Monday through Friday. All non-emergency service calls and, where offered, inspections (to be completed once a year at the customer's request) will be performed during Depew Energy's regular working hours (8:00 am to 4:00 pm Monday through Friday). Every attempt will be made to initiate non-emergency service within 48 hours of the time you contact us for service. Service calls will be made under this Contract within our service territory. Customer shall provide Depew Energy service providers with safe access to and safe working conditions at and around covered products. The ability of Depew Energy to provide emergency service within 24 hours is contingent upon weather conditions, customer call volume, road conditions and no force majeure events beyond our control including but not limited to flood, fire, strike, acts of God, etc. In the event we determine, at our sole discretion, that there is an emergency requiring expedited service, we will make reasonable efforts to expedite service. We will determine, at our sole discretion, which repairs constitute an emergency and will consider covered malfunctions that affect the habitability of the dwelling. At our sole discretion, Depew Energy reserves the right to charge a *\$225 fee for each non-emergency service call performed outside of our regular working hours*. If an additional service technician must be called for assistance on a service call, the customer may be charged for the additional labor.

4. Term: Coverage begins on the Start Date identified on the Customer Disclosure Statement and will remain in effect for a customer only for such period that M&R Energy Corp. (the "Company") provides natural gas supply service to the customer and the customer timely pays for such service in full. If the customer cancels the gas supply agreement, this Contract will automatically be canceled as well, and in all cases, this Contract shall terminate when the Company no longer supplies the natural gas to the customer. The Company reserves the right to terminate the program or modify these terms and conditions by providing notice to customer, at any time.

5. Cancellation: Depew Energy may cancel this Contract prior to the end of the Initial Term for fraud, material misrepresentation, or non-payment by you for services rendered outside the those included in PTP; or if required to do so by any regulatory authority. Depew Energy reserves the right to cancel coverage, change terms and conditions and/or pricing with 30 days' notice to you in accordance with applicable law. Depew Energy is not obligated to renew this Contract at any time.

6. Coverage: Service coverage will be applicable to customer based on arrangements made at the time of purchase.

a. General: The Contract does **not** cover air filters, cabinet parts, decorative trim, accessories, drip pans, leveling legs, catalytic surfaces, finish discoloration, touch up, any associated masonry work or drywall work, repair or replacement of parts involving friable asbestos, and attic units without appropriate flooring. Normal routine maintenance for non-HVAC equipment, such as oiling, inspections (except where otherwise specified), seasonal turn-ons/turn-offs or cleaning of filters, ducts and chimneys (excluding base) is not covered. Service and parts must be provided by a Depew Energy authorized service provider. For any non-covered repair, PTP customers shall receive a maximum discount of 25% to be applied against Depew Energy standard repair charges. Certain brand restrictions apply. At the time coverage begins, equipment must be in good working condition and meet code requirements.

If the heating/cooling system or water heater equipment component is covered under this Contract but not repairable due to its general condition or due to the inability of the manufacturer to provide suitable parts, Depew Energy shall have no liability. Replacement parts may not be available for products greater than ten years old.

Depew Energy reserves the right to restrict specific ages and makes of equipment from eligibility due to non-availability of parts, and the choice of parts to be used shall be at the discretion of Depew Energy. Depew Energy will put forth its best effort to provide replacement parts, components, or systems of similar mechanical capabilities and/or efficiency of the original unit (where available). However, Depew Energy is not liable to provide exact match in color, type or brand. Depew Energy is under no obligation to upgrade or make modifications to the original system, components or items covered by this Contract.

Service made necessary because of fire, theft, flood, acts of God, accidental damage, abuse, neglect, vandalism, unauthorized or any other abnormal conditions is not covered. Depew Energy shall not be liable for any consequential or other damages resulting from the failure of the system or any part thereof. Systems with pre-existing conditions, faulty design or installation will not be covered.

This agreement shall not include any mold or mildew evaluation, remediation mold prevention or other related services. Depew Energy shall not be required to identify, detect, encapsulate, or remove asbestos or products or materials containing asbestos or any other potentially hazardous substances or materials, including but not limited to mold and mildew (collectively "Hazard"). Customer has sole

responsibility and liability for the proper identification, removal, disposal, or correction of any Hazard at the job location. Customer also has the sole responsibility to remediate any mold-related problems regardless of when and how such problems may accrue. Customer shall indemnify, defend, and hold harmless Depew Energy and its affiliates, contractors and subcontractors to the fullest extent permitted by law with respect to any claims, liability, cost, or expense (including but not limited to attorneys' fees) of whatever nature incurred because of any Hazard on or relating to customer's premises.

b. HVAC/Water Heater Equipment: This Contract does **not** cover roof top units, electric baseboard units, steam or hot water heating systems, air conditioners or heat pumps connected to earth coupled or ground source heat pumps, electric radiant heating, oil-fired or oil-condensing units, combination solid fossil fuel units, commercial applications over 500,000 BTU/HR input, single heating systems that supply more than two heating zones or heating/cooling systems partially or completely powered by solar energy, water heater tanks, tankless water heaters, heat pump water heaters, and water heating systems partially or completely powered by solar energy. Service to repair and/or replace heat exchangers, burner assembly replacements, outside temperature sensors, jacket trim, decorative parts, chimneys, registers, add-on power vents, vent connectors, air filters, fuel lines, fuel storage tanks, fuel shutoff valves, refrigerant, circuit breakers or exposed wiring, humidifiers and air cleaners (unless covered under a separate service plan), digital thermostats (unless installed by Depew Energy), insulation, duct work, or any otherwise covered part which is inaccessible. Any service work or replacement of parts caused by faulty system design or installation, or the correction of any problem directly connected with the heating system itself, such as thermal expansion devices for water heaters. Any increase in utility bills resulting from use of emergency heat. Any energy saving devices that are added onto the original heating/cooling systems unless otherwise stated above.

This Contract **shall** cover the adjustment, repair or replacement of the functional parts that fail through normal use for:

(1) Heat Pumps (outdoor unit) and Central Air Conditioners: fan assembly, defrost control and timers (heat pump only), capacitor, relays (central air conditioner only), controls, transformer, thermal fuses (heat pump only), reversing valves* (heat pump only), compressor*, indoor and outdoor coils*, crankcase heater (external only), valves (central air conditioner only), accumulator, filter dryers and connecting refrigerant lines*, fan control, and thermostat and exposed wiring.

(2) Heating Systems and Forced Warm Air: draft hood (gas only), fan and limit control, electronic ignition (gas only), circuit boards, transformer, built-in draft inducer motor (gas only), fan relay and internal wiring, belts and pulleys, fans, including bearings, housing, blades, motor, and capacitor, door switch, condensate pump, sequencers and limits (electric only), heating elements (electric only), thermostat and exposed wiring, controls, regulator, gas valves, pilot (up to two) and orifices (gas only), main burner (gas only); (3) Water Heaters: up to 80 gallons, T&P relief valve, water valve (if present), anode, draft hood (gas only), dip tube, temperature control and thermostats (electric only), external and immersion heating coils (electric only), flue baffle (gas only), thermostat (gas only), gas valve regulator (gas only), burner pilot (gas only), ECO safety control (gas only), burner assembly parts, drain cock, and 125 lb. valve.

***Covered only under manufacturer's warranty.**

7. Limit of Liability: Liability for service performed under this Contract shall lie exclusively with the entity providing such service. In no case shall the Company be liable for any services performed under this Contract. IN NO EVENT SHALL DEPEW ENERGY BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE, INDIRECT, OR INCIDENTAL DAMAGES WHETHER IN CONTRACT OR IN TORT FOR INJURY TO PERSON OR PROPERTY RESULTING FROM ANY ACTIONS UNDERTAKEN PURSUANT TO THIS CONTRACT OR THE FAILURE OF THE EQUIPMENT OR ANY PARTS OF THE EQUIPMENT. The sole and exclusive remedy against Depew Energy or its agents, employees, officers or affiliates for any damages arising from Depew Energy services, equipment or work shall be limited to repair or replacement of Depew Energy installed or service equipment and shall not exceed the lesser of (a) the actual damages incurred to your equipment, (b) the replacement value of the equipment provided hereunder, or (c) three times the amount of money actually paid to Depew Energy under this agreement. In no event shall Depew Energy have any liability for any damages relating to alleged mold remediation, leakage/spillage of fuels (propane or natural gas) from a storage tank, fuel pipe or any part of the system and/or equipment, or any, consequential, special, incidental damages, or exemplary damages. Depew Energy shall not be required to provide repairs exceeding a cost to Depew Energy of \$2,000 per Contract year.

8. Payment Obligation/Prepayment/Late Payments: Customer agrees to pay each of the payments indicated in this Contract when billed. For billing inquiries, call 1-845-568-0072 between 9:00 a.m. and 4:00 p.m., Monday through Friday.

9. Default: You shall be in default if, (a) you fail to make any payment due under this Contract when billed for same, or (b) you fail to pay any of your debts as they become due, cease to conduct business or dissolve, or (c) a petition either under the Federal bankruptcy laws or any local law providing similar relief is filed by or against you. We may suspend service under this Contract until any amount due under this Contract is fully paid.

10. Costs and Attorney's Fees After Default: You agree to pay all court costs and other collection costs (including field collection costs and attorney fees) actually incurred relating to your default.

11. Miscellaneous: This Contract supersedes all prior proposals, understandings, negotiations, and all other agreements and discussions, oral or written, between the parties relating to the subject matter of this Contract. The Contract and its Terms and Conditions constitute the entire agreement between the parties and may be modified only by an agreement in writing signed by each party. Any provision of this Contract which may be contrary to law shall not invalidate any of its other provisions. All rights and remedies hereunder are cumulative and not alternative. (We may waive or delay enforcing any of our rights without losing them.)

12. Assignment: You may not assign or transfer this Contract without our written consent. We may assign the Contract to any other party including but not limited to another creditor. If we do this, the assignee will have our rights and privileges under this Contract with respect to the unpaid balance assigned.

13. Governing Law: The Contract is governed by New York law without respect to any conflicts of law provisions. The parties irrevocably consent to venue and jurisdiction in Orange County, NY and agree to waive any right to a trial by jury.

14. Warranty: DEPEW ENERGY MAKES NO WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESSED OR IMPLIED, AND DISCLAIMS ANY WARRANTY IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, CUSTOM OR USAGE.

15. Depew Energy shall collect from customers all taxes required by law and shall remit such taxes to appropriate governmental agencies.

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24-hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
 - price and all variable charges or fees.
 - length of the agreement.
 - terms for renewal of the agreement.
 - cancellation process and any early termination fees, which are limited by law; and
 - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to <http://www.dps.ny.gov/resright.html>.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am - 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: www.AskPSC.com

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