

GENERAL TERMS AND CONDITIONS
Customer Disclosure Statement

Fixed Price Plan	\$.0750/per kw
Variable Rate Plan	A commodity charge for electricity supplied by the Village of Hilton that fluctuates with the market price of electricity and consists of energy, capacity, capacity reserves, losses and unaccounted for energy.
Contract duration	January 1, 2010 – December 31 st , 2010
OBLIGATIONS TO SELL AND PURCHASE.	The Village of Hilton (us/we) agrees to sell and tender to you each day the quantity necessary to meet your electricity requirements (subject to any change based on consumption information we receive from RG&E). You (customer) agree to purchase and receive that quantity from us
BILLING, PAYMENT & LATE FEE	<u>You agree to pay each invoice within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month (but no higher than the maximum rate allowed by law).</u>
Penalty for non-payment	If Customer fails to pay its Village of Hilton bill when due, the Village of Hilton may terminate this Agreement upon fifteen(15) calendar days prior written notice to Customer. Customer shall be responsible for all collection fees and expenses incurred by the Village of Hilton related to Customer's outstanding invoice, including reasonable attorney's fees.
OFFICE HOURS AND LOCATION.	The Village of Hilton Municipal Electric Utility office is located at 59 Henry Street, Hilton, New York. Office hours: September 1 st – April 30 th 8:00 a.m. to 5:00 p.m. May 1 st – August 31 st 8:00 a.m. – 4:00 p.m
FORCE MAJEURE.	<u>We shall not be liable to you for our failure to sell or tender electricity, and you shall not be liable to us for your failure to purchase or receive electricity, when the failure is caused by fire, floods, washouts, earthquakes, extraordinary storms or similar weather conditions, strikes, lockouts or other industrial disturbances, riots, legal interference's, civil disturbances, explosions, accident to machinery, acts of God or public enemy, government restraints or orders, or any other cause or event beyond the reasonable control of the affected party. The affected party agrees to give the other party a written description of the event within 72 hours. The affected party agrees promptly and diligently to take such action as may be necessary and practical to remove the problem and resume performances. These force majeure provisions shall not relieve a party from liability for any damage or expense that was caused or contributed to by: (1) its own negligence if that negligence was the proximate cause of the party's failure to perform, or (2) a result of that party's lack of funds.</u>

CUSTOMER PROTECTIONS:	The services provided by the Village of Hilton are protected by the terms and conditions of this agreement and by the provisions of the Home Energy Fair Practices Act and/or the Non-Residential Regulations of the Public Service Commission (“PSC”). Customers may obtain additional information by contacting the Village of Hilton at 585-392-4144 or access the Commission’s website at www.dps.state.ny.us for more information
DISPUTE RESOLUTION:	The parties shall use their best efforts to resolve any claim or dispute through good faith negotiations. Upon failure of such negotiations, all disputes shall be heard in any court of competent jurisdiction in New York State. The DPS monitors complaints against non-utility energy service providers, but will not resolve non residential complaints or disputes however, an excessive number of complaints may result in a non-utility energy service company (ESCO) no longer being eligible to supply electricity in New York. The DPS’s toll free complaint number is 1-800-342-3377, or you may write the Department of Public Service at the Office of Consumer Services, Three Empire State Plaza, Albany, NY 12223-1350. For all other retail access questions, you may call the DPW at 1-888-697-7728
THIRD PARTY NOTIFICATION.	<u>You may direct that your bills be sent to a third party.</u>
CALLS FOR SERVICE PROBLEMS.	If you become aware of an electric emergency condition, or experience an unanticipated loss of electric service, you should contact RG&E at 1-888-253-8888.
Customer right to cancel	You may cancel this contract within three business days after the first business day after you execute the contract. For the purposes of this paragraph, a “business day” means any day on which the Village of Hilton is open for business. Your right to cancel your contract is in addition to any other contract rights or remedies provided by law. Notice of cancellation under this paragraph must be made in writing and delivered by certified or registered mail to the Village of Hilton, 59 Henry Street, Hilton NY 14468.
Penalty for early termination of contract	None
Guaranteed savings	The Village of Hilton makes no guarantee as to customer savings when compared to other energy service providers.