

# Village of Hilton

59 Henry Street  
Hilton, NY 14468  
Tel. No. 585-392-4144

## ELECTRICITY SALES AGREEMENT RESIDENTIAL

Customer: \_\_\_\_\_ Address: \_\_\_\_\_

Tel. No. \_\_\_\_\_

Contact: \_\_\_\_\_ Driver's License #: \_\_\_\_\_

Date: \_\_\_\_\_

RG&E Account Data: **Account Name:** \_\_\_\_\_

Service Address: \_\_\_\_\_ Electric Meter #: \_\_\_\_\_

RG&E Account #: \_\_\_\_\_ Service/Rate Class: \_\_\_\_\_

POD # \_\_\_\_\_

### CUSTOMER DISCLOSURE STATEMENT

<b>Price</b>	Fixed Rate of \$.059 per kWh. Variable Price each month will reflect the cost of electricity, including energy, capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors; plus all applicable taxes, fees, charges, costs, expenses and margins.
<b>Agreement Term</b>	Unless otherwise noted, the term of this agreement shall be for an initial period of 12mos./.
<b>Process customer may use to rescind the agreement without penalty</b>	Residential customer may rescind by calling the Village of Hilton Office at 585-392-4144 within 3 business days of receipt of the sales agreement or by sending 30 days' written notice prior to the expiration of the contract with no termination fee.
<b>Amount of Early Termination Fee and method of calculation</b>	No early termination fee for variable service. If fixed service, termination fee not to exceed (a) one hundred dollars for any contract with a remaining term of less than twelve months; (b) two hundred dollars for any contract with a remaining term of twelve months or more.
<b>Late payment fee and calculation</b>	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. Said fee shall be calculated by multiplying the Customers' outstanding balance by the number of days such balance remains unpaid.
<b>Renewal</b>	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at the same terms unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (the "Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement.
<b>Guaranteed Savings</b>	This agreement offers no guaranteed savings.

**Agreement to Sell and Purchase Energy.** This is an agreement between Village of Hilton ("ESCO") and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with the Village of Hilton (the "Agreement"). Subject to the terms and conditions of this Agreement,

(ESCO) agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by (ESCO), necessary to meet Customer's requirements based upon consumption data obtained by (ESCO) or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by (ESCO) or the LDU's delivery schedule.

**TERM** - This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to (ESCO) is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms, unless the Village of Hilton sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). 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. If you wish to reject the renewal of this Agreement without incurring an early cancellation fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Renewal Term to cancel by calling us at 585-392-4144. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call the Village of Hilton at 585-392-4144. The Village of Hilton may terminate this Agreement by providing 30 days' written notice to the Customer.

**Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a [ ] **variable price** established each month by (ESCO) based upon market conditions or [ ] **a fixed price of .059 per kwh**, plus, in each case, all applicable taxes. (ESCO) will invoice Customer monthly for electricity delivered under this Agreement, as measured by the LDU, 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. Customer may receive a single bill for both commodity and delivery costs from either (ESCO) or the LDU, or each of the LDU and (ESCO) may invoice Customer separately. 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, (ESCO) may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A **\$35.00** fee will be charged for all returned payments.

**Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of (ESCO). (ESCO) may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy services company or other entity as authorized by the DPS.

**Information Release Authorization.** Customer authorizes the Village of Hilton to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer 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 the Village of Hilton 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 the Village of Hilton. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to the Village of Hilton or by calling the Village of Hilton at 585-392-4144. The Village of Hilton reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Consumer Protections.** The services provided by the Village of Hilton to the Customer are governed by the terms and conditions of this Agreement. The Village of Hilton will provide at least 15 days' notice prior to the

cancellation of service to Customer. Customer may obtain additional information by contacting the Village of Hilton at 585-392-4144 or the DPS at 1-888-697-7728, 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.state.ny.us](http://www.dps.state.ny.us).

**Cancellation.** Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting the Village of Hilton at (585) 392-4144 or in writing. Customer is liable for all of the Village of Hilton charges until Customer returns to RG&E or goes to another supplier. 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 trued-up subsequent to the final meter reading.

**Agency.** Customer hereby appoints the Village of Hilton as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Title.** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO (ESCO) load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. (ESCO) will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

**Warranty.** This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and (ESCO). The Village of Hilton makes no representations or warranties other than those expressly set forth in this Agreement, and (ESCO) expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**Force Majeure.** (ESCO) will make commercially reasonable efforts to provide electricity hereunder but (ESCO) does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of (ESCO) ("Force Majeure Events") may result in interruptions in service. The Village of Hilton will not be liable for any such interruptions caused by a Force Majeure Event, and the Village of Hilton 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, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond the Village of Hilton's control.

**Liability.** The remedy in any claim or suit by Customer against the Village of Hilton will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either the Village of Hilton 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.

**Contact Information.** Customer may contact the Village of Hilton's Customer Service Center at 585-392-4144, Monday through Friday 8:00 a.m. - 5:00 p.m. EST. Customer may write to Village of Hilton at: 59 Henry St., Hilton, NY 14468.

**Dispute Resolution.** In the event of a billing dispute or a disagreement involving the Village of Hilton's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact the Village of Hilton by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") by calling 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: <http://www.dps.state.ny.us>. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

**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.

**Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on (ESCO)'s net income, shall be paid by Customer, and Customer agrees to indemnify (ESCO) and hold (ESCO) harmless from and against any and all such taxes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

**Regulatory Changes.** If at some future date there is a change in any law, rule, regulation or pricing structure whereby (ESCO) is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion (ESCO) shall have the right to cancel this Agreement on 15 days' notice to Customer.

**Emergency Service. Emergency Service Contacts.** In the event of a electric leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

Rochester Electric & Electric

1-800-743-1701

**Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**IN WITNESS WHEREOF,** Customer and the Village of Hilton have caused this Agreement to be executed as of the date first set forth above.

(ESCO), VILLAGE OF HILTON

\_\_\_\_\_

\_\_\_\_\_

(Customer's Printed Name)

By: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

(Customer's Signature)