

Your Rights as an Energy Services Company Consumer

ESCO Consumer Bill of Rights

All customers have a right to buy energy from an Energy Services Company (ESCO) or from a traditional utility. All customers are entitled to a safe and reliable energy delivery system, and fair and responsible treatment from their energy supplier. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by both the ESCO and the utility and the knowledge that you are not required to choose an alternative energy supplier.
- 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 costs or fees;
 - length of the agreement;
 - terms for renewal of the agreement,
 - cancellation process and associated fees, if any; and
 - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement.
- A description of the provisions of pre-payment agreements if offered, including that the ESCO cannot require a customer to pre-pay for service and that any contract providing for prepayment may be cancelled by the customer, without any penalty or obligation, within ninety calendar days from the date of the agreement. Any unused portion of the prepayment must be returned to the customer by the ESCO within thirty business days following receipt of notice of cancellation.
- A description of any early termination or cancellation fees provided for in the agreement. An ESCO cannot impose Early Termination Fees exceeding \$100 for a contract with a term of one year or less, \$200 for a contract with a term greater than one year, or more than two times an estimate of your average

monthly energy charge, which amount must be provided to you at the time of the agreement.

- Notice from the ESCO, not less than thirty days nor more than sixty days prior to the renewal date, of the renewal terms and of the customers option to reject the renewal offer. The customer will not be subject to early termination or cancellation fees if the customer objects to the renewal within three business days after receiving the first billing statement from the ESCO under the terms of the agreement as renewed. Further, an ESCO cannot change any material terms, other than price, without your express consent.
- Residential customers who take service from an ESCO also have the rights and protections of the Home Energy Fair Practices Act (HEFPA) (<http://www.dps.state.ny.us/resright.html>).
- A Fair and timely complaint resolution process.
- Provision of any written documents, such as contracts or sales agreements, marketing materials, and this ESCO Consumer Bill of Rights, in the same language used to solicit you.
- Any contract or sales agreement that does not comply with General Business Law (GBL) § 349-d is void and unenforceable. If an ESCO violates the requirements of GBL § 349-d, a customer may sue for damages.

Any agreement for energy services which does not comply with the New York State Department of Public Services Uniform Business Practices could result in consequences against the ESCO including revocation of its eligibility to provide services in New York.