

PART 6

REQUIREMENTS FOR NON-RESIDENTIAL CUSTOMER AGREEMENTS FOR ELECTRIC GENERATION SERVICE

The following provides the requirements for Agreements between an ESCO and non-residential customers. The following material is not a complete Agreement. You may renumber the sections. You may wish to put additional material in the Agreement and must include sections addressing:

- Customer Billing
- Deposit Requirements, if required
- Confidentiality of customer information.

Residential customers have different requirements which are set forth in a separate document entitled Form of ESCO and Aggregator Standard Residential Customer Agreement for Electric Generation Service. The Residential Form shows the context of the requirements on the following pages.

This document uses the following convention:

- Material in regular type must appear in all non-residential customer Agreements.
- Material in italics provides guidelines and requirements for inclusion in the customer Agreement.

For Aggregators

- Generally, the instructions regarding ESCOs also apply to Aggregators.
- Aggregators shall use the phrase “the ESCO selected by Aggregator d/b/a Name” where “ESCO’s d/b/a Name” appears, except as noted below:
 - Top section above General Information, section 6 and Signature Page should use “Aggregator” instead of “ESCO” and “Aggregator d/b/a Name” instead of “ESCO d/b/a Name”.
 - Section 12 should use the phrase “the Aggregator d/b/a Name and the ESCO selected by Aggregator d/b/a Name” instead of “ESCO d/b/a Name”.

**LONG ISLAND CHOICE PROGRAM
REQUIREMENTS FOR ESCO STANDARD NON-RESIDENTIAL CUSTOMER AGREEMENT
FOR ELECTRIC GENERATION SERVICE**

The Agreement should contain the ESCO's name, License number, business address, telephone and fax numbers and should specify the service period of the Agreement.

GENERAL INFORMATION

- The Long Island Power Authority (“Authority”) is responsible for establishing and overseeing the Long Island Choice Program (“LI Choice” or “LI Choice Program”). The Authority’s subsidiary, LIPA, is the owner and operator of the electric transmission and distribution system on Long Island. The Authority sets LIPA’s rates. LIPA will deliver the Electric Generation Service purchased from (ESCO d/b/a Name) under this Agreement across the LIPA system to your place of business.

If ESCO

- _____ (ESCO’s d/b/a Name) is licensed by the Authority to offer and supply Electric Generation Service to retail customers under the terms and conditions of the LI Choice Program.

If Aggregator

- _____ (Aggregator’s d/b/a Name) is licensed as an Aggregator by the Authority to enroll customers and arrange for their Electric Generation Service to be supplied by a Licensed Energy Service Company (“ESCO”) under the terms and conditions of the LI Choice Program.

Both ESCO and Aggregator

- _____ (ESCO’s d/b/a Name and Aggregator’s d/b/a Name) sets the charges that you will pay for Electric Generation Service and related Other Services which you request and receive under the terms and conditions of this Agreement.
- If too many customers enroll in the LI Choice Program, some customer accounts may not be selected for the LI Choice Program. If your customer account(s) are not selected for the LI Choice Program, this Agreement will be null and void.

TERMS AND CONDITIONS OF SERVICE

If ESCO

1. (**ESCO’s d/b/a Name**) as **Customer’s Agent** - The customer designates _____ (ESCO’s d/b/a Name) as its agent for receiving customer billing information from LIPA and for procuring and scheduling the transmission and ancillary services necessary to deliver Electric Generation Service purchased by you to LIPA’s system.

If Aggregator

- (**Aggregator’s d/b/a Name**) as **Customer’s Agent** - The customer designates _____ (Aggregator’s d/b/a Name) as its agent for transferring the customer to a Licensed ESCO. The Licensed ESCO will act as the customer’s agent for receiving customer billing information from LIPA and for procuring and scheduling the transmission and ancillary services necessary to deliver Electric Generation Service purchased by you to LIPA’s system.

2. **Service Charges**

The ESCO must itemize any service charges, special terms and conditions of service, penalties, and fees for this customer under this Agreement, describe each, and clearly indicate the one-time or monthly charges or credits associated with each.

3. **The Purchase and Sale of Electric Generation Service**

Required for small commercial customers.

- a. The ESCO may not change the terms and conditions of the Agreement, including pricing, during the earlier of the first nine (9) months of the Agreement, or until the end of Phase I of the LI Choice Program.

The ESCO shall include terms and conditions associated with expiration and renewal.

4. **Agreement Termination or Cancellation**

You must describe how you, and the customer, respectively, may terminate the Agreement.

- (a) In recognition of the Authority's responsibility to set the terms and conditions of the LI Choice Program, you and ESCO's d/b/a Name agree to abide by any decision of the Authority to cancel this Agreement.

5. **Assignment of Agreement**

- (a) You may not assign or transfer your rights or obligations under this Agreement.

If ESCO

- (b) ESCO's d/b/a Name may assign or transfer its rights or obligations under this Agreement only to another ESCO licensed by the Authority and after first informing you in writing of such transfer or assignment. The new ESCO must assume all rights and obligations under the terms and conditions of this Agreement. Within 60 days after the notice of assignment or transfer is sent to you, you may terminate an assigned or transferred Agreement without a termination or cancellation fee if you provide notice in accordance with Section 4 above.

If Aggregator

- (b) Aggregator's d/b/a Name is an Aggregator who enrolls customers to be served by an ESCO. By entering into this Agreement, you are authorizing Aggregator d/b/a Name to select an ESCO for you. When the Aggregator d/b/a Name selects an ESCO, you will be notified by your Aggregator d/b/a Name and will receive information about the ESCO, including the ESCO's name, address, phone number, disclosure statement, product label, and its dispute resolution process.

6. Dispute Resolution Procedures

If you have a question or complaint regarding the ESCO's d/b/a Name terms and conditions of service, a bill issued by the ESCO's d/b/a Name, or any other dispute regarding this Agreement, you should contact the ESCO's d/b/a Name by calling this toll-free number, ESCO's customer service number, and attempt to resolve any issues with the ESCO's d/b/a Name representative. A copy of ESCO's d/b/a Name dispute resolution process was provided to you with this Agreement.

If you believe that ESCO d/b/a Name has engaged in any unfair or unethical business practices, please call the Authority at this toll-free number, (877) ASK-LIPA or (877) 275-5472.

The ESCO shall provide a complete description of its dispute resolution process. This may be in a separate document provided with the Agreement or within the Agreement.

7. Applicable Law

This Agreement shall be construed in accordance with and be governed by the laws of the State of New York without regard to the conflicts of law provisions thereof.

8. Signature Section

You may cancel this Agreement any time during the 7 calendar days following your date of signature, by calling ESCO's d/b/ Name at (ESCO's toll-free number).

(ESCO's d/b/a Name) will provide a copy of this Agreement for your records at the time it is given to you for your signature. A copy of the Agreement signed by you and ESCO d/b/a Name will be given to you within 15 calendar days after receipt of the Agreement with your signature.

The Signature Section must provide a place for the customer and ESCO signatures.