

Welcome to the Westchester Power Program - a new option for electricity!

The **Westchester Power Program** benefits you with:

Price Stability – Sustainable Westchester has negotiated an electricity supply price that is fixed and will not fluctuate on a monthly basis the way supply charges from New York State Electric & Gas fluctuate.

CHOICE - This program automatically enrolls you in rate that includes electric supply and Green-e Energy certified Renewable Energy Credits in an amount equal to 100% of your electricity load. An additional basic service supply option is also available. Once enrolled in the program, you can cancel your agreement at any time without penalty.

Rate Comparison	Trailing 12 month price from New York State Electric & Gas*	Electric Supply and New Mix Wind product option	Basic Service Supply (Alternative Option)
Residential (EL1)	\$0.0776/kWh	\$0.07085/kWh	\$0.0695/kWh
Small Commercial (EL2)	\$0.0841/kWh	\$0.07085/kWh	\$0.0695/kWh
	*Weighted average supply price for 12 months ending Feb 2016 for customer taking supply from New York State Electric & Gas		



New Mix Wind is Green-e Energy certified and meets the environmental and consumer-protection standards set forth by the non-profit Center for Resource Solutions. Learn more at www.green-e.org.

IF YOU HAVE AN EXISTING SUPPLY CONTRACT - If you have already established a contract with a different electricity supplier, but you received this letter, you should opt out of the program.

For more information, visit www.westchesterpower.org or call **(844) 4-WCPOWER (492-7693)**.

NYSEG will continue to manage all aspects of your electric bill and deliver your electricity. NYSEG will also continue to be your contact in the case of a power outage. NYSEG can be reached at 1-800-572-1131.

2016 PROSPECTIVE PRODUCT CONTENT LABEL¹

New Mix Wind is a Renewable Energy Certificate (REC) product and does not contain electricity, which may be billed separately or by a separate company. A REC represents the environmental benefits of 1 megawatt hour (MWh) or renewable energy that can be paired with electricity. For more information, see www.constellation.com/ny-bedford

New Mix Wind matches 100% of your electricity usage. In 2016, New Mix Wind will be made up of the following renewable resources.

Green-e Energy Certified New ² Renewables in New Mix Wind		Generation Location
-Wind	100%	National
TOTAL	100%	

1. These figures reflect the renewables that we have contracted to provide. Actual figures may vary according to resource availability. We will annually report to you before August 1 of next year in the form of a Historic Product Content Label the actual resource mix of the RECs.

2. New Renewables come from generation facilities that first began commercial operation within the past 15 years.

For comparison, the New York State Electric and Gas 2013 mix of energy sources includes: Coal (4%), Nuclear (32%), Oil (less than 1%), Natural Gas (45%), Large Hydroelectric (8%), and Renewables (11%). (from New York State Department of Public Service)

The average home in the United States uses 909 kWh per month. [Source: U.S. EIA, 2013]

For specific information about this REC product, please contact Constellation Energy Power Choice, LLC, 866-691-6401, www.constellation.com.



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OUR ELECTRICITY AGREEMENT
Constellation Energy Power Choice, LLC P.O. Box 4911 Houston, TX 77210
DISCLOSURE STATEMENT

Price	7.085¢/kWh, which includes the cost of New Mix Wind as well as your electricity from Constellation.
Fixed or Variable	Fixed
Length of Agreement and End Date	This agreement will begin on the next applicable meter read date after the utility processes your enrollment and the end date for Constellation electricity supply service will be 36 monthly billing cycles after service commences.
Process Customer may use to Rescind the Agreement without Penalty	Under New York law, if you are a residential customer you may cancel within 3 business days of receipt of this sales agreement with no penalty or cancellation fees. See "Termination" below for complete details.
Amount of Early Termination Fee and Method of Calculation	\$0
Amount of Late Payment Fee and Method of Calculation	If you receive a single bill from the utility for both the supply and delivery of electricity and you do not pay your invoice on time, the utility may assess late charges and fees and/or disconnect services in accordance with NYPSC rules and regulations on the termination of service to non-residential customer under 16 NYCRR Section 13.3. If you receive one bill for my electricity and one bill from the Utility for delivery, and you do not pay your electricity supply bill on time, you may be subject to a 1.5% monthly interest charge on unpaid amounts.
Provisions for Renewal of the Agreement	You will be informed of your rights of renewal by Constellation pursuant to the Municipal Program. Constellation must clearly inform you in writing, not less than 30 days nor more than 60 days before the end of the current term of your agreement, of the renewal terms and your option to opt-out of the renewal terms. You will not be charged a termination fee if you opt-out of the renewal.
Conditions under which Savings to the Customer are Guaranteed	Because the utility price may vary during the Term of this agreement, savings are not guaranteed.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

Terms & Conditions

Town of Bedford (“Municipality”), pursuant to the aggregation authority conferred upon it by the New York State Public Service Commission (“NYPSC”), by order issued February 26, 2015 approving a pilot community choice aggregation program (the “Program”), and by ordinance passed by the Municipality authorizing participation in the Program, selected **Constellation Energy Power Choice, LLC., (“Constellation”)** to supply electricity to residential and small commercial customers within the Municipality that do not opt out of Program participation within twenty (20) days after being notified of the Program and these Terms and Conditions via an Opt-Out Notice sent to customers by the Municipality and Constellation (the “Opt-Out Period”), and to administer enrollments as described below. By not opting out within the Opt-Out Period, You, the account holder (also referred to as “Buyer”) for each account attached to the service address accompanying these Terms and Conditions (the “Account”) agree to have Constellation initiate electricity supply service and begin enrollment with Constellation, and to the following Terms and Conditions, and Constellation agrees to these Terms and Conditions, as of April 20, 2016 (the “Effective Date”). Your participation in the Program is subject to the eligibility requirements set forth below. Constellation is approved by the NYPSC to act as an Energy Service Company (“ESCO”) and has entered into a service agreement with your Utility. The NYPSC does not regulate the price of electricity or other charges found in this Agreement.

1. **Opt-Out.** Enrollment is automatic for those who are eligible, but participation is voluntary. **IF YOU DO NOT WISH TO PARTICIPATE, YOU MUST OPT-OUT IN ACCORDANCE WITH THE INSTRUCTIONS IN THE OPT-OUT NOTICE WITHIN THE OPT-OUT PERIOD.**
2. **Eligibility.** To be eligible for the Program, Buyer and the Accounts to be served must be (i) located within the Municipality’s jurisdictional boundaries; (ii) served by New York State Electric & Gas (the “Utility”) on a residential or small commercial rate class; (iii) not under contract with another competitive supplier. In the event Constellation learns you are ineligible after service under these Terms and Conditions begins, Constellation will provide you with notice and return your Account(s) to the Utility.
3. **Constellation Services.** Constellation will supply electricity for your home or business. Constellation is a retail marketer of electricity and not your local distribution utility.
4. **Local Utility Services.** Your Utility will continue to deliver electricity to your home or business, read your meter, send your bill for Utility Charges and, unless you choose separate billing, your supply charges, and will continue to make repairs. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to choose a competitive supplier, and may continue to have the Utility supply your electricity.
5. **Green-e Energy Certified Renewable Energy Certificates.** Your price includes all costs associated with renewable energy credits consistent with the Aggregation Program requirements — including any NewMix Wind Green-e Energy certified Renewable Energy Certificates (“REC’s”). NewMix Wind is a REC product and does not contain electricity. A REC represents the environmental benefits of 1 megawatt-hour of renewable energy that can be paired with electricity. For more information please see www.constellation.com/ny-bedford
6. **Point of Delivery.** All electricity sold will be delivered to a location that will be considered the point of delivery at which the sale occurs and title passes from Constellation to you.
7. **Term.** Constellation will begin supplying your electricity on the next applicable meter read date after the Utility processes your enrollment. Your agreement with Constellation will continue until the end date specified on your Enrollment Form or Welcome Letter (“Term”), unless our agreement is renewed or terminated pursuant to Section 12 or 13 of this agreement.
8. Constellation must provide you with 15 calendar days’ notice before cancelling service under this agreement.
9. You are not required to prepay for energy services under this agreement.
10. If you are a residential customer, Constellation may not make any material changes in the terms or duration of this agreement without your express consent, in accordance with the NYPSC Uniform Business Practices, which are available at [http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/8dd2b96e91d7447e85257687006f3922/\\$FILE/98-M-1343%20GBL%20Section%20349-d%20implementation%20-%20UBP.pdf](http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/8dd2b96e91d7447e85257687006f3922/$FILE/98-M-1343%20GBL%20Section%20349-d%20implementation%20-%20UBP.pdf).
11. Constellation reserves the right to assign this agreement to an affiliate.
12. **Price.** Each month your bill will be calculated by multiplying (i) the price of electricity per kilowatt hour (“kwh”) by (ii) the amount of electricity used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by your Utility for distribution and other services. This price may be higher or lower than your Utility’s price in any given month. New Mix Wind from Constellation is a REC product. The price of 7.085¢ /kWh includes the cost of New Mix Wind as well as your electricity from Constellation.
 - a. **Fixed Price Plan.** This is a Fixed Price plan and the price per kwh for electricity is indicated in the Disclosure Statement above, for the initial Term.
13. **Renewal.** Constellation will renew this agreement pursuant to the terms of the Municipal Program agreement between Constellation and your Municipality.
14. **Termination.** Under New York law, if you are a residential customer you may cancel within 3 business days of receipt of this agreement (the “Cancellation Period”) without penalty or cancellation fee by calling Constellation at 1-866-691-6401 or by sending an email to: vst@constellation.com. Once enrolled in the Program, you can cancel your agreement at any time without penalty.
15. **Billing and Payment.**
 - a. **Budget Billing.** If you have chosen Budget Billing, your monthly payment will be determined as follows: Constellation will use your previous bills and projected future energy costs to estimate your annual electricity costs, given your pricing plan. Approximately every 3 months, Constellation will review your account and will change the amount you pay, if necessary, to ensure that you are making appropriate payments based on the amount of electricity you have been using. At least once a year, Constellation will calculate the difference between what you have paid and what your actual energy costs have been during the year. If you have paid more than is required, Constellation will adjust the amount of future Budget Billing, or credit the excess payment to the Constellation portion of your electricity bill. If you have paid less, Constellation will adjust the amount of your future Budget Billing or bill you for the difference.
 - b. **Bill Payment and Collection.** You may receive a single bill for both your electricity (which includes the cost of REC’s) and the delivery of such electricity from the Utility unless otherwise notified in advance by Constellation. Your bill must be paid within 20 days of the invoice date. If you do not pay your bill, you may be subject to termination of your electricity supply service and the suspension of your distribution service under procedures approved by NYPSC. If any of your

checks are returned, you will be required to pay the maximum fee allowed by law. If you are a non-residential customer, failure to make full payment of Constellation charges due on any consolidated bill prepared by your local utility will be grounds for disconnection of utility services and electricity supply service in accordance with NYPSC rules and regulations on the termination of service to non-residential customers under 16 NYCRR Section 13.3. If you have chosen to be billed separately for supply, Constellation can provide you with an estimated bill only under limited circumstances and if Constellation clearly indicates on the bill that it is based on estimated usage. If you have difficulty paying your bill, you may be eligible for third party billing or deferred payments through my Utility. You can contact your Utility for details about available programs.

c. **Consumer Protection.** The services provided by Constellation are governed by the terms and conditions of this agreement. This agreement is governed by the Home Energy Fair Practices Act (“HEFPA”). Constellation will provide at least 15 calendar days’ written notice before cancelling service under this agreement. Any payments you make on a consolidated bill will be allocated in accordance with procedures adopted by the NYPSC and my Utility. You may obtain additional information by contacting Constellation at 1-800-785-4373 or the NYPSC at 1-888-697-7728.

d. **Dispute Resolution.** If you have a question about your bill or any other matters with respect to this agreement, you may contact Constellation by calling Customer Care at the toll-free number in Section 18; or by sending a letter to the address in Section 18; or by sending an email to the email address in Section 18. Constellation will refer all complaints to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If you are still not satisfied, you may contact a Constellation supervisor, and he or she will respond promptly. If a dispute cannot be resolved, you may appeal to the NYPSC by calling 1-888-697-7728, M-F 8:30 AM - 4:00 PM EST; or by sending a letter to: NYPSC, Office of Consumer Services, Three Empire Plaza, Albany, NY 12223; or by visiting their website at www.dps.state.ny.us. The NYPSC will monitor complaints against all energy companies and an excessive number of complaints may result in an energy company’s no longer being eligible to supply electricity in New York State. The NYPSC’s telephone number for inquiries and complaints regarding ESCOs is 1-888-697-7728.

16. **Service Complaints.** If you experience service problems, you should contact your Utility by phone at:

Consolidated Edison 800-752-6633	New York State Electric & Gas Company (NYSEG) 800-572-1131	National Grid 1-800-642-4272	Orange & Rockland 877-434-4100	Central Hudson 800-527-2714	Rochester Gas & Electric (RG&E) 800-743-2110
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17. **Emergency.** IN AN EMERGENCY YOU SHOULD IMMEDIATELY CALL YOUR UTILITY AT:

Consolidated Edison 800-752-6633	New York State Electric & Gas Company (NYSEG) 800-572-1131	National Grid 1-800-867-5222	Orange & Rockland 877-434-4100	Central Hudson 800-527-2714	Rochester Gas & Electric (RG&E) 800-743-1701
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AND LOCAL EMERGENCY PERSONNEL AT 911.

18. **Constellation Contact Information.** You may contact Constellation by mail at Constellation Energy Power Choice, LLC., P.O. Box 4911, Houston, Texas 77210, or by phone 24 hours a day, 7 days a week at 1-866-691-6401, or by email at VST@constellation.com.

19. **Limitation of Liability and Warranty.** CONSTELLATION WILL NOT BE RESPONSIBLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. CONSTELLATION DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

20. **Force Majeure.** Constellation will not be responsible for supplying electricity to you in the event of circumstances beyond its control such as events of Force Majeure as defined by your Utility or any transmitting or transportation entity, acts of terrorism, sabotage, or acts of God.

21. **Constellation Right to Terminate.** Constellation reserves the right to reject your enrollment or terminate the agreement if you fail to meet or maintain satisfactory credit standing as determined by Constellation, or if you fail to meet minimum or maximum threshold electricity consumption levels as determined by Constellation. If you fail to remit payment in a timely fashion, Constellation may report the delinquency to a credit-reporting agency.

22. **Change in Law.** This agreement is subject to any future legislation, orders, rules, regulations or your Utility tariff or policy changes (“Change in Law”). This agreement may be revised at any time by Constellation upon the occurrence of a Change in Law. If Constellation requests such a change, they will provide you written notice of the changed prices and/or terms and conditions and you will have an opportunity to terminate this agreement without any further obligation by notifying Constellation in writing within 30 days after the date of the notice of the new prices and/or terms and conditions, in which case your power and energy service will terminate effective as of the next meter read date after expiration of the required notice period. You will remain responsible for any unpaid balance as of the termination date but Constellation will not assess a termination payment. If there is a Change in Law, including but not limited to a change in Capacity charges in New York which results in Constellation being prevented, prohibited, or frustrated from carrying out the terms of this Agreement, Constellation may terminate this agreement.

23. **Miscellaneous.** You will promptly notify Constellation if there are any material changes in your energy consumption. For purposes of accounting, both parties accept the quantity, quality and measurements determined by your Utility. Except as provided by law you will pay all taxes due and payable with respect to customer obligations under this agreement. This agreement and the Enrollment Form or Welcome Letter reflect your entire agreement with Constellation and supersede any oral or written statements made in connection with this agreement or your electricity supply. Any changes to this agreement must be made in writing. This agreement is subject to any future legislation, orders, rules, regulations, or your Utility tariff or policy changes. There may be a delay before your Utility switches your electricity supply to Constellation; Constellation is not responsible for any such delays. You may not assign my interests and obligations under this agreement without the express written consent of Constellation. Constellation may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof and may assign this agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Any required notice will be considered to have been made if mailed to the appropriate party.

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:
 - o price and all variable charges or fees;
 - o length of the agreement;
 - o terms for renewal of the agreement;
 - o cancellation process and any early termination fees, which are limited by law; and
 - o 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.state.ny.us/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.state.ny.us>.

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



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 11340 HOUSTON, TX

POSTAGE WILL BE PAID BY ADDRESSEE

ATTN NEW YORK GOV AGG PRGM
CONSTELLATION ENERGY POWER CHOICE, LLC.
PO BOX 4911
HOUSTON, TX 77210-9547

