

**STATE OF NEW YORK  
PUBLIC SERVICE COMMISSION**

<b>In the Matter of Retail Access Business Rules</b>	)	<b>Case 98-M-1343</b>
<b>Petition of New York State Consumer</b>	)	
<b>Protection Board and the New York City</b>	)	<b>Case 07-M-1514</b>
<b>Department of Consumer Affairs Regarding the</b>	)	
<b>Marketing Practices of Energy Service</b>	)	
<b>Companies</b>	)	
<b>Ordinary Tariff Filing of National Fuel Gas</b>	)	
<b>Distribution Corporation to Establish a Set of</b>	)	<b>Case 08-G-0078</b>
<b>Commercially Reasonable Standards for</b>	)	
<b>Door-to-Door Sales of Natural Gas by ESCOs</b>	)	

**Initial Comments of IDT Energy, Inc.**

IDT Energy, Inc. respectfully submits comments on the Commission’s proposed modifications to the Uniform Business Practices (UBP) pursuant to the March 19, 2008, Notice in the above-referenced proceeding.

**I. Response to Commission Questions**

**1. Should the ESCOs be subject to the utility assessments provided by PSL §18-a?**

*NO, assessments to utilities provided by PSL §18-a are recovered through rates and therefore are built into utility rate structure. Assessing ESCO’s in a similar manner would be discriminatory and only serve to drive ESCO costs and ultimately consumer costs higher.*

**2. Should the customer of record be the only person qualified to enroll the residential account with an ESCO?**

*No, Utilities acknowledge that the customer of record can designate someone to act on their behalf for various purposes including the authorization to switch to an ESCO, provided proper authorization as defined by the current UBP's is obtained.*

**3. Should early termination fees for residential customers be limited to: (a) a flat amount (e.g.\$200); (b) an amount based upon a set fee per month multiplied by the number of months remaining on the contract (e.g. \$8 x 20 months = \$160); or (c) some other variation?**

*The amount and term of termination or early exit fees of any size need to be clearly stated in plain language so that the customer has proper understanding of the scope and purpose of an early exit fee. Limiting termination fee amounts, making them all "vanilla" detracts from individual ESCO competitiveness. Proper presentation and consumer understanding will drive acceptable fee amounts rather than arbitrarily setting limits.*

**4. Should there be a grace period for the application of early termination fees to residential customers, and if so, what is the appropriate length of time for the grace period?**

*No, as stated in the previous response, as long as the presentation of exit fees is such that the consumer understands the impact of the fee and their obligation relative to the fee, ESCO's will develop early exit fees and terms that are accepted. In other words the market, if allowed, will dictate the fee and term structure.*

**5. Is the number of Customers served by an ESCO proprietary trade secret information, under the standards set forth in the State Freedom of Information Law?**

*No, the commission ruled in a letter dated October 20, 2006 that the number of customers served by ESCO's is proprietary and therefore exempt from disclosure through the Freedom of Information Law (FOIL)*

**6. Should the UBP provisions with respect to Marketing Standards be applicable to small commercial customers? If so, how should small commercial customers be defined?**

*No, marketing standards should not be applicable to small commercial customers.*

**7. Should ESCOs that include early termination fees in residential sales agreements be required to obtain a "wet" signature on the sales agreement?**

*No, the standard for proper authorization is established and working. Rather than change existing, working rules, focus should be on the area of concern that is the comprehensive disclosure of the amount and term of early exit fees. A wet signature should not be required for agreements that include early exit fees.*

**8. How often do ESCOs enforce early termination fees for residential contracts? If available, the Commission seeks this information on an annual basis separated by contract types, e.g. fixed and variable price contracts.**

*No comment*

**9. How should the term "plain language" as used in Section 2.B.1.b of the UBP be defined?**

*The term plain language is routinely used and has been previously defined in case law. Continued use as defined is appropriate and reasonable with no additional modification required.*

**10. Are there additional modifications to the UBP that should be considered?**

*None at this time.*

IDT Energy appreciates the opportunity to submit these comments.