



1055 Washington Blvd., 7th Floor
Stamford, CT 06901

June 25, 2015

Via Electronic Filing

New York State Department of Public Service
3 Empire State Plaza
Albany, New York 12223

Re: **Matter Number: 14-02554 – Everyday Energy, LLC ESCO Code FTRE gas
and electric license 3 year renewal**

Dear Secretary,

Everyday Energy, LLC formerly FTR Energy Services, respectfully submits the attached documents for their 3 year gas and electric license renewal.

Please feel free to contact me directly with any questions (203) 63-7530.

Regards,

A handwritten signature in blue ink, appearing to read "Brittany Nolan", with a large, stylized circular flourish at the beginning.

Brittany Nolan
Senior Paralegal
bnolan@criusenergy.com

New York State Department of Public Service

**Energy Service Company (ESCO)
RETAIL ACCESS APPLICATION FORM**

Please e-file completed application in matter number **15-00555**.

To register for an e-filer user account, please visit:

<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/CC256BE982C58CF785257687006F39CE?OpenDocument>

Use additional sheets as necessary

1. Business Information

Business Name: **Everyday Energy, LLC**

Address: **1055 Washington Boulevard, 7th Floor**

City: **Stamford** State: **CT** ZIP: **06901**

Telephone: **877-811-7023** Fax: _____

If you intend to market your services under other name(s) (e.g., d/b/a, alias) please list here:

N/A

Do you currently have any energy affiliates (including subsidiaries) located or operating within New York State? YES ☒ NO ☐

If yes, please provide the contact information for any entity with an ownership interest of 10 percent or more in the company(ies) listed above?

Business Name: **Crius Energy, LLC**

Contact Person: **Barbara Clay, SVP & General Counsel**

Address: **1055 Washington Blvd., 7th Floor**

City: **Stamford** State: **CT** ZIP: **06901**

Telephone: **203-663-5079** Fax: _____

Email: **bclay@criusenergy.com**

During the previous 36 months, have any criminal or regulatory sanctions been imposed for any senior officer of the ESCO applicant, its subsidiaries or its energy affiliates listed above?

YES ☐ NO ☒

If yes, please provide the following information:

Name: _____

Title: _____

Name: _____

Title: _____

Name: _____

Title: _____

2. Contact Information

Executive Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Executive Contact:

Name: **Barbara Clay**
Title: **EVP & General Counsel**
Address: **1055 Washington Boulevard, 7th Floor**
City: **Stamford State: CT ZIP: 06901**
Telephone: **203-663-5079** Fax: **203-663-8397**
Email: bclay@criusenergy.com

Regulatory Contact (INFORMATION REQUIRED)

THE REGULATORY CONTACT WILL RECEIVE ALL CORRESPONDENCE REGARDING COMPLIANCE FILINGS.

Please provide the contact information for the person designated as the Regulatory Contact:

Name: **Barbara Clay**
Title: **EVP & General Counsel**
Address: **1055 Washington Boulevard, 7th Floor**
City: **Stamford State: CT ZIP: 06901**
Telephone: **203-663-5079** Fax: **203-663-8397**
Email: bclay@criusenergy.com

Marketing Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Marketing Contact:

Name: **Pat McCamley**
Title: **SVP, Channel & Corporate Development**
Address: **1055 Washington Boulevard, 7th Floor**
City: **Stamford State: CT ZIP: 06901**
Telephone: **203-663-5217** Fax: **203-663-8397**
Email: pmccamley@criusenergy.com

Public Information for Power to Choose Website (INFORMATION REQUIRED)

Marketing web page: <http://www.myeverydayenergy.com/>
Customer Service Email: customercare@myeverydayenergy.com
Toll Free Number: 877-811-7023

Vendor Contact (IF APPLICABLE)

Please provide the following contact information for vendors you intend to use (e.g., EDI):

Vendor Name: **EC Infosystems**
Address: **50 Charles Lindbergh Blvd., Suite 411**
City: **Uniondale State: NY ZIP: 11553**
Contact Name: **Chris Feehan**
Telephone: **516-874-8048** Fax: _____
Email: cfeehan@ecinfosystems.com

3. Eligibility Filing Requirements

REQUIRED OF NEW APPLICANTS ONLY

Incomplete Applications, including eligibility filing requirements, will not be processed

The following must be provided with your completed application:

- Copy, and proof of acceptance, of your registration with the NYS Department of State – **Attachment A**
- Comprehensive copy of your standard Sales Agreement(s), including presentation of Customer Disclosure Statement – **Attachment B**
- Marketing Representative ID Badge – **Attachment C**
- Marketing Standards Quality Assurance Plan – **Attachment D**
- Sample forms of notices to be sent upon: **Attachment E**
 - Assignment of sales agreements
 - Discontinuance of service
 - Transfer of 5000 or more customers to other providers
- Sample(s) of your billing format(s) – **Attachment F**
- Procedures you will use to obtain customer's authorization for historic usage and credit information – **Attachment G**
- Copies of informational and promotional materials used for mass marketing purposes – **Attachment H**
- HEFPA documents, if providing energy supply to residential customers – **Attachment I**
 - Residential Payment Agreement
 - Asset Evaluation
 - Budget Billing Plan
 - Quarterly Billing
 - Past Due Reminder
 - Notification to Social Services of Customer Inability to Pay
 - Final Termination Notice
 - Final Suspension Notice
- Internal procedures for the prevention of slamming or cramming – **Attachment J**
- A list of entities, including contractors and sub-contractors, that will market on behalf of your ESCO.- **Attachment K**
- Attestation that you will comply with the requirements of New York State's Environmental Disclosure Program, if you intend to serve electric customers – **Attachment L**
- NYS DPS Office of Consumer Services Service Provider Form – **Attachment M**

If any information required with this application package is not enclosed, please attach a detailed explanation, and when it will be provided.

4. Identify the Types and Locations of Markets

Place an "x" in the applicable cells of the table below to 1) designate the individual Utility retail access programs in which you participate, or intend to participate, and the customer market(s) in each program you serve, or intend to serve 2) indicate the commodities you offer, or intend to offer, in each service territory, and 3) indicate the billing options you offer, or intend to offer, in each territory.

Utility	Customer Markets		Commodity		Billing Options		
	Residential	Nonresidential	Natural Gas	Electricity	Utility Rate Ready Consolidated	Utility Bill Ready Consolidated	Single Retailer
Central Hudson	✓	✓	✓	✓	✓	N/A	N/A
Con Edison	✓	✓	✓	✓	✓	N/A	N/A
Corning NG				N/A	N/A	N/A	N/A
LIPA	✓	✓	N/A		N/A	N/A	N/A
Natl. Grid (Downstate)	✓	✓	✓	N/A	N/A	✓	N/A
Natl. Grid (Upstate)	✓	✓	✓	✓	✓	N/A	N/A
NFG	✓	✓	✓	N/A	✓	N/A	
NYSEG					N/A		N/A
O&R	✓	✓	✓	✓	✓	N/A	N/A
RG&E	✓	✓	✓	✓	N/A	✓	N/A
St. Lawrence				N/A	N/A	N/A	N/A

The designation "N/A" indicates that either a commodity or billing option is not available in a specific service territory. Note that dual billing capability is required for all ESCOs and utilities.

5. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this application, the answers and materials contained in this application package are true and the application package submitted is complete and accurate. An ESCO that knowingly makes false statements in this application package is subject to denial or revocation of eligibility.

Signature  Print Name: Barbara Clay

Title: EVP & General Counsel Date: 6/25/2015

EVERYDAY ENERGY, LLC

ATTACHMENT A

REGISTRATION WITH THE NYS DEPARTMENT OF STATE

CRIUS ENERGY, LLC
ATTN: LEGAL
1055 WASHINGTON BOULEVARD, 7TH FL.
STAMFORD CT 06901

CUST REF: MAIL

Enclosed is the information you requested. Your payment of
\$35.00 is hereby acknowledged.

If the name on the enclosed document(s) does not match exactly
with the name of the entity you requested, this office does not
have a record of the exact name you requested. The document(s)
provided appear(s) to be of sufficient similarity to be the
entity requested.

201502130383 16

STATE OF NEW YORK
DEPARTMENT OF STATE

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on February 13, 2015.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

150211000547

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Avenue
Albany, NY 12231
www.dos.ny.gov

CERTIFICATE OF AMENDMENT OF

FTR Energy Services, LLC

(Insert Name of Foreign Limited Liability Company)

Under Section 804 of the Limited Liability Company Law

FIRST: The name of the limited liability company as it appears on the index of names in the Department of State is:

FTR Energy Services, LLC

If applicable, the fictitious name the foreign limited liability company has agreed to use in this state is:

SECOND: The jurisdiction of organization of the limited liability company is:

Nevada

THIRD: The date on which its application for authority to do business in this state was filed with the Department of State is:

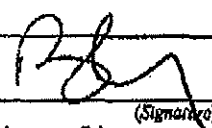
June 11, 2012

FOURTH: The application for authority is amended as follows (if the true name of the foreign limited liability company is to be changed, set forth a statement that the change of name has been effected under the laws of the jurisdiction of its formation and the date the change was so effected):

(A) Paragraph 1 of the Application for Authority is amended to read as follows:

First: The name of the LLC is Everyday Energy, LLC. The name change was effected in Nevada on February 3rd, 2015.

(B) Paragraph of the Application for Authority is amended to read as follows:

X 
(Signature)

Barbara Clay

(Type or print name)

Capacity of signer (Check appropriate box):

☒ Member

☐ Manager

☐ Authorized Person

547

CERTIFICATE OF AMENDMENT
OF

FTR Energy Services, LLC

(Insert Name of Foreign Limited Liability Company)

Under Section 804 of the Limited Liability Company Law

FILED
2015 FEB 11 PM 3:02

Filed by: Barbara Clay

(Name)

1055 Washington Blvd., 7th Floor

(Mailing address)

Stamford, CT 06901

(City, State and ZIP code)

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED FEB 11 2015

TAX \$

BY: WAT

NOTE: This form was prepared by the New York State Department of State for filing a certificate of amendment for a foreign limited liability company. It does not contain all optional provisions under the law. You are not required to use this form. You may draft your own form or use forms available at legal supply stores. The Department of State recommends that legal documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$60 filing fee made payable to the Department of State.

(For office use only)

RECEIVED
2015 FEB 11 PM 12:08

EVERYDAY ENERGY, LLC

ATTACHMENT B

STANDARD SALES AGREEMENT(S), INCLUDING PRESENTATION OF CUSTOMER DISCLOSURE STATEMENT

EVERYDAY ENERGY, LLC

NEW YORK TERMS & CONDITIONS

You authorize Everyday Energy, LLC ("Company"), a member of the Crius Energy family of brands, to change your electricity and/or gas supplier, as the case may be, to Company and to supply your home or small business with all the Services you need, subject to the eligibility requirements of your local electric or gas utility ("Utility"). Your Enrollment Documentation, which includes your Welcome Letter, and these Terms and Conditions create your agreement with the Company ("Agreement") and supersedes any oral or written statements made in connection with this Agreement or the supply of your Services. Capitalized terms used herein have the meaning ascribed to them as listed within the Agreement as well as in the "Definitions" section herein.

for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company. There is no charge for starting or stopping Service; however, an early contract termination fee may apply as described herein.

PRICE	Your Rate, which will determine the Price you pay for your supply Services, is specified in your Enrollment Documentation or Welcome Letter.	
VARIABLE RATE	If you selected a variable rate, your Rate will vary based on several factors, including but not limited to market conditions, operations costs, and other factors and may include an introductory rate for such time as indicated in your Enrollment Documentation (" <u>Variable Rate</u> ").	2. TERM. Company will begin supplying your Services when the Utility switches your account to Company. Your Agreement will continue for the Term specified in the Enrollment Documentation or herein, and if applicable for the Renewal Term. Typically it takes one to two billing cycles for your Service to be switched from your Utility to the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays.
FIXED RATE	If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation and guaranteed not to change for the Term (" <u>Fixed Rate</u> ").	3. PRICE. Each month you will pay for the Services you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. For gas, your bill will be calculated by multiplying your Rate by the amount of gas you consumed in ccf's, or therms, as the case may be, during the billing cycle, plus any applicable Fees. Depending on your Utility's billing practices, your Rate during the billing cycle may be applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Services, the Company has the right to bill you on actual usage when such information is made available and you have the obligation to pay Company for such actual usage amounts.
INDEX RATE	If you selected an index rate, the Rate for your Service will be the index Rate indicated in your Enrollment Documentation and will vary in accordance with the terms of the specific index (" <u>Index Rate</u> ").	
TERM	Your Agreement will continue for the Term specified in your Enrollment Documentation or herein.	4. RESCISSION; TERMINATION. To terminate or rescind this Agreement, you must notify Company as detailed in Section 13 or your Utility. Please provide your name, address, phone number, account number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the Services provided pursuant to this Agreement until you are returned to your Utility or alternative supplier. If you are a small business customer and selected a Fixed Rate, your early termination fee for each Service is equal to the Remaining Contract Quantity times the greater of (i) Contract Price less Market Price at the time of the Termination, or (ii) \$0.02/kWh or Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer's historical usage or Company's estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Company in a commercially reasonable manner.
RESCISSION	If you are a residential customer, you may rescind this Agreement, without fees or penalties of any kind, at any time prior to midnight of the third business day after you received this written Agreement (" <u>Rescission Period</u> ").	
TERMINATION FEES	If you selected a Variable Rate or Index Rate, no termination fees will apply. For residential customers that selected a Fixed Rate, the Termination Fee will be \$100.00. For small commercial customers, see Section 4.	5. BILLING AND PAYMENT. The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's or the Company's billing and payment policies and procedures, as the case may be. You may be liable for the costs the Company incurs if Company must terminate your bill for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility (" <u>Billing Quantity</u> "). For commercial accounts, Company will have the option to
LATE FEES	Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's billing and payment policies and procedures.	
RENEWAL	For any Fixed Rate plan, you will receive notice from Company (between thirty and sixty days prior to the end of your Term) that you will be enrolled: (i) on the Fixed Rate plan provided in the notice (unless you choose, in accordance with Section 4, to cancel within three (3) business days after receiving the first billing statement at which time no Termination Fee will apply), or (ii) on the Company's variable plan available at such time and you may cancel at any time without any, Termination Fees.	
GUARANTEED SAVINGS	You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings.	

1. **SERVICES.** Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you

adjust the Billing Quantity for fuel and line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your service commences.

6. CUSTOMER INFORMATION. All authorizations provided herein will remain in effect for the Term and, if applicable, the Renewal Term of this Agreement; however, authorization may be rescinded by you any time by contacting Company.

a. **Credit Requirement.** You authorize Company to review your credit history. If you fail to meet Company credit criteria, you understand that Company may refuse or terminate Service or provide a substitute product. You may be required to promptly provide Credit Enhancements to continue Service if there is a deterioration in your credit rating or a Usage Increase.

b. **Customer Information.** You authorize Company to obtain your Customer Information from your Utility and, under a confidentiality agreement, share your Customer Information with Company Agents. Company will not otherwise release Customer Information without Customer consent, except as required by law.

7. RENEWAL NOTICE. Each new renewal period after your initial Term will be deemed a "Renewal Term". For any Variable Rate plan, you will not receive a renewal notice as you have chosen the Company's variable rate plan that is a month-to-month plan that you may cancel at any time without any Termination Fees, or the Company may cancel by providing you notice as required by law.

8. PHONE COMMUNICATION POLICY. You will be asked by the Company to provide consent to the Company's Phone Communication Policy. Our policy is that if you provide your phone number, which may include your wireless number, the Company and its Agents may text or call you with autodialed or pre-recorded promotional or product information. Your consent and acceptance of this policy is not a condition of purchase and may be revoked at any time.

9. DISPUTE PROCEDURES RESOLUTION AND MANDATORY AGREEMENT TO ARBITRATE ON AN INDIVIDUAL BASIS. If you have billing questions or would like to make an inquiry about the Company's terms of service, you may contact the Company as indicated in Section 13. In the event of a dispute or a disagreement under this Agreement, the parties will use their best efforts to resolve the dispute. If you are not fully satisfied after discussing your dispute with the Company, you may, without prejudice, contact the New York Department ESCO Hotline at 1-888-697-7728.

You and the Company both agree to resolve Disputes (as defined below) only through the New York Department of Public Service. In addition, you and the Company also both agree that:

(a) "Disputes" are any claims or controversies against each other related in any way to, or arising from the Company's services, this Agreement, or any related agreements, including but not limited to, billing, services and practices, policies, contract practices (including enforceability), service claims, privacy, or advertising, even if it arises after your services with the Company have terminated. Disputes include any claims that: (a) you bring against the Company or any of its employees, agents, affiliates, or other representatives; (b) you bring against a third party that are based on, relate to, or arise from the Company's services, this Agreement or any related agreements; or (c) that the Company brings against you. It also includes, but is not limited to, claims related in any way to, or arising from any aspect of the relationship between you and the Company, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory.

(b) If for any reason a claim proceeds in court rather than through the New York Department of Public Service, you and the Company agree that there will not be a jury trial. You and the Company unconditionally waive any right to trial by jury in any action, proceeding or counterclaim arising out of or relating in any way to this Agreement or the services provided by the Company. In the event of litigation, this paragraph may be filed to show a written consent to a trial by the court.

10. EMERGENCY. In the event of an emergency such as a power failure, a downed power line, or a gas leak, you should call your Utility. Your Utility contact numbers are listed on page 3 of this Agreement. You can also call your local emergency personnel at 911 if the emergency warrants.

11. LIMITATIONS OF LIABILITY AND WARRANTY. NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS BEEN MAILED TO YOU. IF YOU CAN SHOW A GOOD REASON (SUCH AS A LONG TRIP OR HOSPITAL STAY) KEPT YOU FROM INFORMING US, WE MAY EXTEND THE TIME PERIOD.

12. FORCE MAJEURE. Company will not be responsible for supplying Services to you in the event of circumstances beyond Company's control such as events of force majeure, as defined by your Utility or any transmitting or transportation entity, which includes but is not limited to acts of terrorism, sabotage or acts of God.

13. CONTACTING COMPANY. For any notice required in this Agreement or to contact us generally, you may contact the Company by (i) email, email, to customer@myeverydayenergy.com, (ii) mail, to Customer Care at 1055 Washington Boulevard, 7th Floor, Stamford, CT 06901, or (iii) phone, at 1-877-811-7023. Our regular office hours are Monday through Friday, 8:30 a.m. to 6:30 p.m., Eastern Time. After hours or during an emergency, please contact your Utility at the number provided in the Emergency section, Section 10 and on page 3.

14. MISCELLANEOUS.

a. **Use of Services.** You must notify Company if you generate renewable energy or use net metering at your home or small business. If you use net metering, or if there is a Change in Usage, Company reserves the right to modify your Rate or terminate this Agreement and recover costs, if any. In addition, the Company has the right to refuse or terminate Services, and recover costs, if any, if your Service requirements are above the Usage Thresholds.

b. **Agency and Point of Sale.** (A) If you are receiving gas service, you hereby designate Company as your agent to: (i) arrange and administer contracts and service arrangements between you and your Utility, and between you and the interstate pipeline transporters of your gas (including capacity release, re-release, and recall arrangements); (ii) nominate and schedule with the interstate pipelines the transportation of your gas from the Sales Points to the Delivery Points, and with your Utility for the transportation of your gas from the Delivery Points to your premises; and (iii) aggregate your gas with the gas supplies of Company's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Company will schedule the delivery of a quantity of gas at the Sales Points necessary to meet your city gate requirements based on the consumption and other information that Company receives from your Utility. Company, as your agent, will arrange for the transportation of gas from the Sales Points to the Delivery Points, and from the Delivery Points to your premises; and (B) if you are receiving electric service, you hereby designate Company as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your Utility) for the delivery of electricity.

c. **Title; Risk of Loss.** You and Company agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Company to you at the Sales Points. Company and you agree that transactions under this Agreement are originated and consummated

outside the jurisdictional limits of the municipality and county, or other taxing authority where your service address is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of the electric service or gas service under this Agreement, you agree to pay such tax, as invoiced. For commercial customers only: (i) as between Company and you as a commercial customer, you will be deemed to be in exclusive control of the natural gas and/or electricity and responsible for any damage, injury, charges, transportation fees, costs or losses at and after the Sales Points, including, without limitation, any losses that Company incurs that result from having to resell, or its inability to resell, to another party natural gas and/or electricity supplies allocated for you and (ii) as between Company and you, Company will be deemed in exclusive control of the natural gas and/or electricity, and responsible for any damage, injury, charges, transportation fees, costs or losses until the natural gas and/or electricity is delivered to the Sales Points; provided, however, that in no event shall Company's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered natural gas and/or electricity and the price of natural gas and/or electricity under this Agreement.

d. *Assignment.* You may not assign this Agreement without prior written consent of the Company. Company reserves the right to sell, transfer, pledge or assign this Agreement and your account, and related revenues and proceeds for financial purposes or in connection with a sale. This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

e. *Change in Law/Third Party Charges.* The Agreement is subject to any future legislation, orders, rules, regulations or Utility tariff or policy changes. If there is a change in any law, rule or pricing structure, including but not limited to a change in Capacity charges in NYISO, that results in Company from being prevented, prohibited or frustrated from carrying out the terms of the Agreement, Company may terminate this Agreement, change your Rate or modify terms in this Agreement so that it complies with such law. In the event of a change in Capacity charges, or other similar third party charges that are not set by the Company and that materially impact pricing, such as a change in NYISO Capacity charges, the Company may pass through such charges. This provision applies to all rate plans, whether fixed, index or variable. Company is required to provide Customer with notice (30 days) before Company can alter or terminate the Agreement.

f. *Governing Law; Venue.* Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New York. The 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.

g. *Non-Waiver.* The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

h. *Severability.* If any provision of this Agreement is held unenforceable, then such provision will be automatically modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

i. *Complete Agreement.* This Agreement constitutes the final and complete agreement between you and the Company. It is the complete and exclusive expression of the terms and conditions agreed upon for the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

j. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer

provides e-mail address or other way of communicating electronically. You have a duty to provide a correct, working email and update it accordingly; if you fail to do so, you could miss important notices.

j. *Customer Representation.* I am at least 18 years old and fully authorized to enter into this Agreement. I am the authorized account holder or have been given proper and binding authorization to change the Services and enter into this Agreement on behalf of the account holder.

DEFINITIONS

"*Agents*" means parties that need to know Customer Information in connection with Services and Company's affiliates and subcontractors.

"*Change in Usage*" means a change, or an anticipated or planned change, in the consumption of Services that materially exceeds your historical usage.

"*Credit Enhancements*" means cash escrow or deposit, establishing an ACH Debit relationship with Company, or providing other reasonable assurances to the Company to establish your credit worthiness.

"*Customer Information*" means account contact information, account number, meter number, billing history, payment history, historical and future electricity and gas usage, meter readings and characteristics of your electricity and gas service. It includes information obtained from the Utility as well as any information that you provide directly to Company or its Agents.

"*Default*" means: (i) failure to maintain credit requirements or provide necessary credit information or Credit Enhancements, (ii) a Usage Threshold event, (iii) a Change in Usage event, or (iv) any material breach of the requirements of, or representations made under, this Agreement.

"*Delivery Points*" means: (i) for gas transported by interstate pipelines, the city gate stations of your Utility, and (ii) for electricity, one or more points at which Company, as your agent, has arranged for the delivery of electricity to a third party (such as your Utility) for your account or at your premises.

"*Enrollment Documentation*" means any application or enrollment documents, whether in paper, electronic, internet, phone or otherwise, provided to Customer in order to commence Services, and the Welcome Letter.

"*Fees*" means taxes, fees, assessments, government charges and charges levied by your Utility for distribution and other services and taxes, fees and charges levied by Company or any other entity authorized to levy taxes, fees or charges for or related to the Services. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Company and/or you by federal, state, and/or local authorities that Company passes through to you.

"*Purchased Quantities*" means all the electricity or natural gas supply, or any combination of the two, that Company must purchase small business.

"*Rate*" means Fixed Rate, Index Rate or Variable Rate, as applicable.

"*Sales Points*" means: (i) for gas, a point or points located outside of the State of New York selected from time to time by Company to assure service reliability, and (ii) for the electricity, a point or points on the NYISO administered transmission system located outside the municipal and county limits of your service address location, selected from time to time by Company to assure service reliability.

"*Service*" or "*Services*" means all the electricity or natural gas supply, or any combination of the two, that Company must purchase for your home or small business, as you have selected to be provided to you by Company in your Enrollment Documentation. Not all services are available in all areas.

"*Usage Thresholds*" means if your usage of Services exceeds, for (i) electricity, peak demand greater than 75kW over any of the past twelve months, or (ii) gas, usage exceeds 10,000 ccfs per month or 90,000 ccfs per year or the equivalent terms.

Rochester Gas and Electric: 1-800-743-1701

UTILITY CONTACT NUMBERS

Central Hudson Gas and Electric: 1- 800-527-2714

Consolidated Edison of New York (Con-Ed): 1-800-752-6633

National Grid / Niagara Mohawk: 1-800-892-2345

New York State Electric and Gas (NYSEG): 1-800-572-1131

Orange and Rockland, also known as O&R: 1-877-434-4100

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:
 - price and all variable charges or fees;
 - length of the agreement;
 - terms for renewal of the agreement;
 - 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 Consumers 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 www.dps.ny.gov/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.ny.gov>.

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

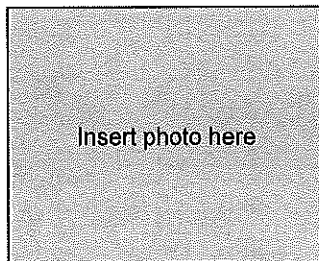
EVERYDAY ENERGY, LLC

ATTACHMENT C

MARKETING REPRESENTATIVE ID BADGE

Please see the attached sample ID Badge.

An authorized ESCO OF The
Retail Choice Program



Everyday Energy, LLC
Energy Consultant
Agent Code: 000

This card certifies that the holder is an authorized Energy Consultant
representing (Everyday Energy, LLC),
(877) 811-7023

EVERYDAY ENERGY, LLC

ATTACHMENT D

MARKETING STANDARDS QUALITY ASSURANCE PLAN

Please see the attached Marketing Standards Quality Assurance Training Program.



**Marketing Training
And
Quality Assurance Program**

Dated: June 2015

**Everyday Energy
Marketing Training and
Quality Assurance Program**

I. Introduction

Everyday Energy, LLC and its affiliates and subsidiaries (collectively "Everyday Energy"), along with its vendors, brokers and sales agents (collectively "Agents") empower customers with the ability to make informed choices regarding the energy products and services offered by **Everyday Energy** in the evolving competitive retail energy markets.

It is necessary for customers during the marketing process and in their interactions with **Everyday Energy** to be provided relevant and timely information in a clear, comprehensible and lawful manner. The **Everyday Energy** Marketing Training and Quality Assurance Program ("Program") provides the requisite training and compliance standards that govern **Everyday Energy's** marketing programs and the sale of energy services. It is essential that all marketing and sales efforts are conducted in a manner consistent with applicable legal requirements and best practices. Agents must be conversant with the competitive retail energy market and the products and services offered by **Everyday Energy**, and must ensure that the information provided to customers is accurate, relevant and understandable.

This Program is incorporated into and made a part of every Agent's Agreement with Everyday Energy. Agents agree to be responsible for implementing the Program with all their sales agents ("sales agents").

A. Marketing

Each Agent represents and agrees that:

1. They will conduct marketing activities consistent with the provisions of this Program.
2. They have reviewed and are familiar with all written training materials.
3. They will use only sales and verification scripts prepared and approved by Everyday Energy.
4. They will only use and provide to the customer sales materials and agreements or terms and conditions that are prepared and approved by **Everyday Energy**.
5. They have the knowledge, understanding and the ability to comply with all applicable laws, rules and regulations and will do so.
6. They have provided Everyday Energy with proof of their permit or license or broker license to operate as a seller of energy services and as a Telemarketer and/or Door-To-Door marketer ("DTD") (if applicable).
7. They will promptly notify **Everyday Energy Compliance** at compliance@criusenergy.com for approval to utilize or subcontract an additional company/organization to market for any of **Everyday Energy's** services.
8. They understand and agree that a charge back will be issued on any commission payment related to DTD or telemarketing if the customer account is terminated prior to the completion of two billing cycles.

II. Training of Agents and Sales Agents

- A. All **Everyday Energy** Agents and their sales agents that engage in solicitation or marketing of Everyday Energy's products and services agree to undergo a training program that covers the following components:
1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the **Everyday Energy** and the local utility.
 2. Knowledge of applicable laws, rules, regulations, and each state specific regulations listed at the end of this document;
 3. Knowledge of the proper customer enrollment methods permitted;
 4. Information concerning the products and services offered by **Everyday Energy**, including details of **Everyday Energy's** rates, payment options, agreement terms, and the customers' right to cancel, including the applicability of any early termination fee;
 5. The requirement to provide the customer with a toll-free number from which the customer may obtain information about **Everyday Energy's** mechanisms for handling billing questions, disputes, and complaints; and
 6. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
1. Must never make false or misleading representations including misrepresenting rates or savings offered by **Everyday Energy**.
 2. Must always identify themselves and state that they are soliciting on behalf of **Everyday Energy**, an independent seller of power and energy service certified by the state PUC.
 3. Must provide each prospective residential customer or customer that is marketed via DTD marketing, with materials that are produced and approved by **Everyday Energy**.
 4. The representative shall provide each prospective residential customer or customer that is marketed to via door to door marketing, with a copy of the ESCO Consumer Bill of Rights, before the marketer makes his or her sales presentation.
 5. Must display their approved **Everyday Energy** photo-ID with their name in a readable sized font if conducting in person marketing.
 6. Must never state or otherwise imply that they are employed by, representing, endorsed by or acting on behalf of the public utility, a governmental body, or a consumer group.
 7. Must always cover the subjects listed in the terms and conditions.
 8. Must never accept any payment or consideration from any customer or prospective customer. All payments for **Everyday Energy** services shall be made to the designated entity on the Customer's energy bill.

9. Must always conduct themselves with integrity and professionalism in all matters related to Everyday Energy services. Agents and sales agents will be accountable for their conduct when interacting with current, former and potential customers.
10. Must use and interpreter or terminate an in-person meeting when it is apparent that either the customer's English language skills are insufficient or the customer or another person informs the Agent or sales agent of this fact.
11. Must honor a Customer's request to no longer be contacted including but not limited to, in-person solicitation, telephone solicitation, electronic solicitation or any form of mail or post card.
12. Must adhere to the laws and regulations applicable to each type of marketing approach and acknowledge that the failure to do so is grounds for immediate termination

III. Quality Assurance Program

Everyday Energy uses various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with all laws regulations and best practices. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, and designed to train Agents and sales agents to act responsibly and in accordance with all laws and regulations.

A. Telemarketing Generally

1. **Everyday Energy** develops and provides the telemarketing scripts to be used for all sales solicitations.
2. All telemarketing sales must include third party verifications by either third party verification companies hired by **Everyday Energy** or by automated voice verification systems owned and operated by **Everyday Energy** ("TPV"). All TPVs will follow the applicable requirements and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Everyday Energy** or to continue or modify the service they receive from **Everyday Energy**.
3. All telemarketing must comply with applicable Do-Not-Call laws and regulations, including but not limited to the Telephone Consumer Protection Act of 1991 (47 U.S.C. §227) and the Telemarketing Sales Rule (16 CFR §310).
4. All telemarketers must obtain monthly updates of the federal trade commission's "do not call" registry for appropriate area codes.
5. The solicitation will be designed to comply with the provisions of UBP Section 5, Attachment 1 A-D and Section 10, ESCO Consumer Bill of Rights.
6. All telemarketers must be licensed as required by law.
7. Sales agents must have timely access to a Supervisor to address questions arising during the solicitation.
8. **Everyday Energy** will on a random and regular basis review a meaningful sample of recordings to ensure that the Agents and sales agents are following the standards codified in the Program.

In the event problems are discerned, the Agent will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Everyday Energy** reserves

the right to immediately terminate the Agent if it determines that the Agent or sales agent's behavior or attitude is incompatible with **Everyday Energy's** quality control standards.

9. **Everyday Energy** will on a regular basis meet with individual Agents and sales agents to obtain feedback on on-going operations and provide any needed updates or other relevant information.

B. Electronic and Internet Marketing Generally

1. All website solicitation and materials will follow the applicable requirements and will be designed by **Everyday Energy** to confirm the customer's intent to either initiate or enroll supply service with **Everyday Energy**.
2. The customer terms and conditions will be provided as a non-avoidable screen which the customer must affirmatively click to verify they have seen the document prior to enrollment.
3. The website will incorporate the matters listed in the Terms & Conditions.
4. The website will include the latest product offers available from **Everyday Energy**.
5. **Everyday Energy** will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.
6. The ESCO Consumer Bill of Rights should be provided as a non-avoidable screen which residential customers must affirmatively click to verify they have seen the document prior to enrollment.

C. Door-to-Door Marketing (DTD) and In Person Marketing Generally

1. The **Everyday Energy** photo-ID must be visible.
2. The sales agent must inform the customer they represent **Everyday Energy** an independent energy marketer.
3. **Everyday Energy** shall provide all marketing scripts.
4. The customer must receive a copy of the customer agreement, terms and conditions, enrollment form and any written information about **Everyday Energy's** services, products and offers which must include **Everyday Energy's** phone number. The sales agent shall verbally explain the customer's right to cancel and explain the rescissions period utilized in their state. The sales agent shall fully explain to each customer that by signing the enrollment form the customer is entering into an agreement/contract for natural gas supply or electric supply. All materials and agreements provided to the customer will be approved by **Everyday Energy** and comply with and be provided to the customer in conformance with the applicable laws and regulations.

5. The sales agent must inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks, outages or emergencies
6. Where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the sales agent or where the customer or another third party informs the sales agent of this circumstance, the
7. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the **Everyday Energy** photo-ID; provide a copy of the ESCO Consumer Bill of Rights; the salesperson shall inform the customer that he/she represents **Everyday Energy**, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding **Everyday Energy's** products and services immediately upon request which shall include **Everyday Energy's** name and telephone number for inquires, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.

sales agent shall either find a sales agent in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.

8. A new sales agent will be accompanied by a Supervisor during their initial marketing visit to ensure that the sales agent conducts the solicitation in accordance with **Everyday Energy's** standards. The sales agent will be informed of any deficiencies and the corrective action(s) to be taken.
9. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
10. All sales agents must perform verifications through either third party verification companies hired by **Everyday Energy** or an automated voice verification system owned and operated by **Everyday Energy**. All recordings will follow the applicable requirements and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Everyday Energy** or continue or modify the service they receive from **Everyday Energy**. **Everyday Energy** will provide the approved script used for such DTD verification.
6. **Everyday Energy** reserves the right to conduct random in-field reviews of the DTD solicitations to ensure that the sales agents are following the standards codified in the Program. In the event problems are discerned, the Agents will be informed of any deficiency and advised that they may be terminated if the deficiency is not immediately corrected. **Everyday Energy** reserves the right to immediately terminate the Agent or any sales agent if it determines that the Agent or sales agent's behavior or attitude is incompatible with **Everyday Energy's** quality control standards.
7. **Everyday Energy** will on a random and regular basis review a meaningful sample of verifications to ensure that the Agents and sales agents are following the standards codified in the Program.
8. **Everyday Energy** will conduct background checks on all prospective DTD sales agents to ensure they are suitable for employment with **Everyday Energy**.

D. Direct Mail Marketing

1. **Everyday Energy** will prepare and provide all materials used in a direct mail solicitation.
2. Customers will be provided with a complete copy of the Agreement or Terms & Conditions and the Enrollment Form with the price.

E. Dispute Resolution Process

Everyday Energy maintains an internal process for handling customer complaints and resolving disputes arising from marketing activities and responds promptly to complaints forwarded by the PUC. All Agents and sales agents must cooperate with any investigation conducted by the Everyday Energy's Compliance Department.

F. Document Retention

Everyday Energy retains written agreements and/or authorizations in accordance with all laws and regulations.

G. Modification

The Program at any time may be subsequently modified or revised to accommodate changing business operations, regulatory requirements, and interactions with customers.

Connecticut Marketing Training

Quality Assurance Program

Everyday Energy uses various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with all laws, regulations and best practices. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to train Agents and sales agents to act responsibly and in accordance with all laws and regulations.

A. Door-To- Door Marketing (DTD) – Customers with a demand of 100 kWh or less.¹

1. The sales solicitation must be conducted:
 - a. Between the hours of 10 AM and 6 PM, unless the customer schedules an earlier or later appointment; and
 - b. With both English and Spanish materials available.
 - c. In compliance with local ordinances.
 - d. With a photo ID badge with the name **Everyday Energy**.
2. No Agent or sales agent shall advertise or disclose the price of electricity to mislead a reasonable person into believing that the electric generation services portion of the bill will be the total bill amount for the delivery of electricity to the customer's location.²

When advertising or disclosing the price for electricity, the Agent shall also disclose **Everyday Energy's** current charges, including the competitive transition assessment and the systems benefits charge, for that customer class.

3. No Agent or sales agent shall engage in any deceptive acts or practices.³
4. For any sale or solicitation the Agent must:
 - a. Identify the person and the electric generation services company or companies the person represents;

¹ Conn. Gen. Stat. § 16-245o(f)(2)(B) "For door-to-door sales to customers with a maximum demand of one hundred kilowatts, which shall include the sale of electric generation services in which the electric supplier, aggregator or agent of an electric supplier or aggregator solicits the sale and receives the customer's agreement or offer to purchase at a place other than the seller's place of business, be conducted (i) in accordance with any municipal and local ordinances regarding door-to-door solicitations, (ii) between the hours of ten o'clock a.m. and six o'clock p.m. unless the customer schedules an earlier or later appointment, and (iii) with both English and Spanish written materials available. Any representative of an electric supplier, aggregator or agent of an electric supplier or aggregator shall prominently display or wear a photo identification badge stating the name of such person's employer or the electric supplier the person represents."

² Conn. Gen. Stat. § 16-245o(f)(3) "No electric supplier, aggregator or agent of an electric supplier or aggregator shall advertise or disclose the price of electricity to mislead a reasonable person into believing that the electric generation services portion of the bill will be the total bill amount for the delivery of electricity to the customer's location. When advertising or disclosing the price for electricity, the electric supplier, aggregator or agent of an electric supplier or aggregator shall also disclose the electric distribution company's current charges, including the competitive transition assessment and the systems benefits charge, for that customer class."

³ Conn. Gen. Stat. § 16-245o(f)(4) "No entity, including an aggregator or agent of an electric supplier or aggregator, who sells or offers for sale any electric generation services for or on behalf of an electric supplier, shall engage in any deceptive acts or practices in the marketing, sale or solicitation of electric generation services."

- b. Provide a statement that the person does not represent an electric distribution company;
- c. Explain the purpose of the solicitation; and
- d. Explain all rates, fees, variable charges and terms and conditions for the services provided.⁴

B. Telemarketing

1. For any sale or solicitation the Agent must:
 - a. Identify the person and the electric generation services company or companies the person represents;
 - b. Provide a statement that the person does not represent an electric distribution company;
 - c. Explain the purpose of the solicitation; and
 - d. Explain all rates, fees, variable charges and terms and conditions for the services provided.⁵

Third Party Suppliers in NY are called Electric Suppliers.

⁴ Conn. Gen. Stat 16-245o(f)(2)(A) states: "For any sale or solicitation, including from any person representing such electric supplier, aggregator or agent of an electric supplier or aggregator (i) identify the person and the electric generation services company or companies the person represents; (ii) provide a statement that the person does not represent an electric distribution company; (iii) explain the purpose of the solicitation; and (iv) explain all rates, fees, variable charges and terms and conditions for the services provided"

⁵ Conn. Gen. Stat 16-245o(f)(2)(A) states: "For any sale or solicitation, including from any person representing such electric supplier, aggregator or agent of an electric supplier or aggregator (i) identify the person and the electric generation services company or companies the person represents; (ii) provide a statement that the person does not represent an electric distribution company; (iii) explain the purpose of the solicitation; and (iv) explain all rates, fees, variable charges and terms and conditions for the services provided"

DC Marketing Training

Quality Assurance Program

Everyday Energy uses various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with all laws, regulations and best practices. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to train Agents and sales agents to act responsibly and in accordance with all laws and regulations.

A. Telemarketing

1. Telephone Solicitations shall be made only between the hours of 9 a.m. and 9 p.m.⁶
2. The party making the telephone Solicitation must begin the conversation by stating the following:
 - a. His or her name;
 - b. The name of the business or organization calling from;
 - c. The nature of the call, i.e., a Solicitation;
 - d. A brief description of the subject-matter being solicited; and
 - e. An offer to the Customer to hear the full Solicitation.⁷

B. Door-to-Door Marketing (DTD)

1. Home Solicitations shall be limited to the hours between 9 a.m. and sunset. The soliciting party must produce a picture identification badge and begin the conversation by stating the following:
 - a. The name of the business or organization;
 - b. The nature of the visit, i.e., a Solicitation;
 - c. A brief description of the subject matter being solicited; and
 - d. Ask the Customer if he/she would like to hear the full Solicitation⁸

Third Party Suppliers in DC are called Energy Suppliers.

⁶ Code of DC Municipal Regulations 15-327.9 "Telephone Solicitations shall be made only between the hours of 9 a.m. and 9 p.m."

⁷ Code of DC Municipal Regulations 15-327.10 "The party making the telephone Solicitation must begin the conversation by stating the following: (a) His or her name; (b) The name of the business or organization calling; (c) The nature of the call, i.e., a Solicitation; (d) A brief description of the subject-matter being solicited; and (e) An offer to the Customer to hear the full Solicitation."

⁸ Code of DC Municipal Regulations 15-327.11 "Home Solicitations shall be limited to the hours between 9 a.m. and sunset. The soliciting party must produce a picture identification badge and begin the conversation by stating the following: (a) The name of the business or organization; (b) The nature of the visit, i.e., a Solicitation; (c) A brief description of the subject matter being solicited; (d) Ask the Customer if he/she would like to hear the full Solicitation..."

New York Marketing Training

Quality Assurance Program

Everyday Energy uses various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with all laws, regulations and best practices. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to train Agents and sales agents to act responsibly and in accordance with all laws and regulations.

A. Agents must:

1. Have knowledge of the relevant sections of the New York Uniform Business Practices ("UBP"), with particular emphasis on Sections 10 and Attachments 1-3 of Section 5;⁹
2. Have knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertain to residential customers;¹⁰
3. Provide each prospective residential customer or customer that is marketed to via DTD, with a copy of the ESCO Consumers Bill of Rights, before the Agent makes his or her sales presentation.¹¹

B. Telemarketing

1. The solicitation is designed to comply with the provisions of UBP Section 5, Attachment 1 A-D and Section 10, ESCO Consumer Bill of Rights.¹²
2. Copies of all Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by **Everyday Energy** as required under the UBP, using Agreement forms that have been previously reviewed by **Everyday Energy** counsel and submitted to the NYS Department of Public Service (Department).¹³

C. Electronic and Internet Marketing

⁹ State of New York Public Service Commission, Uniform Business Practices, Case 98-M-1343

¹⁰ State of New York Public Service Commission, Uniform Business Practices, Case 98-M-1343 §10.B.4. "ESCOs shall ensure that the training of their marketing representatives includes...(4) Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertains to residential customers..."

¹¹ State of New York Public Service Commission, Uniform Business Practices, Case 98-M-1343 §10.C.1.c. "An ESCO marketing representative shall provide each prospective residential customer or customer that is marketed to via door to door marketing, with a copy of the ESCO Consumer Bill of Rights, before the marketer makes his or her sales presentation."

¹² State of New York Public Service Commission, Uniform Business Practices, Case 98-M-1343

¹³ State of New York Public Service Commission, Uniform Business Practices, Case 98-M-1343 §5, Attachment 1.A.8. "A statement in plain language that a customer will receive a written copy of the sales agreement by mail, e-mail or fax; that a residential customer may rescind the agreement within three business days after its receipt; how such rescission can be accomplished, and that in the absence of such rescission, an enforceable agreement will be created; a statement that a customer may rescind the authorization for release of information at any time; provision of a local or toll-free telephone number or e-mail address to the customer for these purposes; upon cancellation of the agreement, the ESCO shall provide a cancellation number to the customer during the telephone call in response to an e-mail message..."

1. The ESCO Consumer Bill of Rights will be provided as a non-avoidable screen which residential customer must affirmatively click to verify they have seen the document prior to enrollment.
2. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A-E, as amended and Section 10.¹⁴

D. Door-To-Door Marketing (DTD)

1. This applies to DTD sales as codified in Section 426 of the NYS Personal Property Law, and are generally defined to mean a sale of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller.
2. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of UBP Section 10.C.1.
3. The following standards are incorporated in the solicitation script: (i) the need to produce and make visible the **Everyday Energy** photo-ID; (ii) the need to provide a copy of the ESCO Consumer Bill of Rights; (iii) the Agent shall inform the customer that he/she represents **Everyday Energy**, an independent energy marketer; (iv) the Agent shall inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; (v) the Agent shall provide the customer with written information regarding **Everyday Energy's** products and services immediately upon request which shall include **Everyday Energy's** name and telephone number for inquiries, verification and complaints; and (vi) where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.¹⁵
4. The Agent will also be instructed regarding the provisions of Section 426-431 of the NYS Personal Property Law.
5. All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the UBP, including Sections 5, Attachment 3 A-B and Section 10: and Sections 426-431 of the NYS Real Property Law.

E. In Person Marketing (Other than DTD)

1. The training of the salespersons will, in addition to covering the items listed in Section II above, will also emphasize the provisions of UBP Section 10.C.1.

F. Direct Mail Marketing

1. **Everyday Energy** will employ direct mail solicitations that are consistent with the UBP and applicable law.

Third Party Suppliers in NY are called Energy Service Companies (ESCO).

¹⁴ State of New York Public Service Commission, Uniform Business Practices, Case 98-M-1343

¹⁵ State of New York Public Service Commission, Uniform Business Practices, Case 98-M-1343 §10.C.1.

Ohio Marketing Training

Quality Assurance Program

Everyday Energy uses various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with all laws, regulations and best practices. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to train Agents and sales agents to act responsibly and in accordance with all laws and regulations.

A. Telemarketing

1. Engaging in telephone solicitation to residential customer either before 9 a.m. or after 9 p.m. is prohibited.¹⁶
2. A verbal statement and the customer's acknowledgement that Everyday Energy will, within one calendar day, send the customer a written contract that details the terms and conditions that were summarized in the telephone call.¹⁷
3. A verbal statement and the customer's acknowledgement that the customer has seven calendar days from the postmark date of the electric utility's confirmation notice to cancel the contract without penalty and a reminder that the electric utility will give the customer a cancellation number to confirm any cancellation of the contract during the cancellation period.¹⁸

B. Door-To-Door Marketing (DTD)

1. Before obtaining a signature from the applicant, Agents shall provide each customer a reasonable opportunity to read all enrollment documents and shall answer any and all questions posed by any applicant about information contained in the documents.¹⁹
2. Immediately upon obtaining the customer's signature, Agents shall provide the applicant a legible copy of the signed contract.²⁰

¹⁶ Ohio Administrative Code 4901:1-21-05(C)(6) "No CRES provider may engage in marketing, solicitation, or sales acts, or practices which are unfair, misleading, deceptive, or unconscionable in the marketing, solicitation, or sale of a CRES. Such unfair, misleading, deceptive, or unconscionable acts or practices include, but are not limited to, the following... (6) Engaging in telephone solicitation to residential customers either before nine a.m. or after nine p.m."

¹⁷ Ohio Administrative Code 4901:1-21-06(D)(2)(a)(vi) "verbal statement and the customer's acknowledgement that the provider will, within one calendar day, send the customer a written contract that details the terms and conditions that were summarized in the telephone call."

¹⁸ Ohio Administrative Code 4901:1-21-06(D)(2)(a)(vii) "A verbal statement and the customer's acknowledgement that the customer has seven calendar days from the postmark date of the electric utility's confirmation notice to cancel the contract without penalty and a reminder that the electric utility will give the customer a cancellation number to confirm any cancellation of the contract during the cancellation period."

¹⁹ Ohio Administrative Code 4901:1-21-06(D)(1)(c) "Before obtaining a signature from the applicant, CRES providers shall provide each customer a reasonable opportunity to read all enrollment documents and shall answer any and all questions posed by any applicant about information contained in the documents."

²⁰ Ohio Administrative Code 4901:1-21-06(D)(1)(d) "Immediately upon obtaining the customer's signature, CRES providers shall provide the applicant a legible copy of the signed contract."

3. Where enrollment occurs by direct solicitation, customers shall be advised both verbally and in the contract that:
 - a. **Everyday Energy** will be sending a confirmation notice of the transfer of service;
 - b. They are allowed a seven day period to rescind the contract; and
 - c. The customer should contact the electric utility to rescind the contract.²¹
4. Agents cannot claim that the environmental characteristics of any generation service energy source(s) provide an environmental advantage that does not exist.²²

Third Party Suppliers in OH are called Competitive Retail Electric Service (CRES) Providers.

²¹ Ohio Administrative Code 4901:1-21-06(D)(1)(e) "Where enrollment occurs by direct solicitation, customers shall be advised both verbally and in the contract that: (i) the electric utility will be sending a confirmation notice of the transfer of service; (ii) they are allowed a seven day period to rescind the contract; and (iii) the customer should contact the electric utility to rescind the contract."

²² Ohio Administrative Code 4901:1-21-05(C)(9) "Marketing, advertising, or claiming that the environmental characteristics of any generation service energy source(s) provide an environmental advantage that does not exist."

Pennsylvania Marketing Training

Quality Assurance Program

Everyday Energy uses various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with all laws, regulations and best practices. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to train Agents and sales agents to act responsibly and in accordance with all laws and regulations.

A. Training of Agents

Agents shall comply with regulations that govern marketing, consumer protection and door-to-door sales including consumer protection regulations in 52 Pa. Code §§ 54 and 62 (relating to electricity generation customer choice; and natural gas supply customer choice) and the applicable provisions of 52 Pa. Code §§ 56, 57 and 59 (relating to standards and billing practices for residential utility service; electric service; and gas service).²³

The Agent must ensure the training of its agents on the following subjects:

1. State and Federal laws and regulations that govern marketing, telemarketing, consumer protection and door-to-door sales, including:
 - a. Consumer protection regulations Chapters 54 and 62 of the Pennsylvania Administrative Code (relating to electricity generation customer choice; and natural gas customer choice);
 - b. Applicable provisions of Chapters 56, 57 and 59 of the Pennsylvania Administrative Code (relating to standards and billings practices for residential utility service; electric service; and gas service); and
 - c. Pennsylvania's Telemarketing Registration Act.²⁴
2. The customer's right to rescind and cancel contracts²⁵
 - a. The customer shall have the right to rescind the transaction within 3 business days after receiving the disclosure statement.²⁶

²³ 52 Pa. Code §111.5(a) "A supplier shall ensure the training of its agents on the following subject: (1) State and Federal laws and regulations that govern marketing, telemarketing, consumer protection and door-to-door sales, including consumer protection regulations in Chapter 54 and 62 (relating to electricity generation customer choice; and natural gas supply customer choice) and applicable provisions in Chapters 56, 57 and 59 (relating to standards and billing practices for residential utility service; electric service; and gas service); and Pennsylvania's Telemarketer Registration Act."

²⁴ 52 Pa. Code §111.5(a) "A supplier shall ensure the training of its agents on the following subjects: (1) State and Federal laws and regulations that govern marketing, telemarketing, consumer protection and door-to-door sales, including consumer protection regulations in Chapter 54 and 62 (relating to electricity generation customer choice; and natural gas supply customer choice) and applicable provisions in Chapters 56, 57 and 59 (relating to standards and billing practices for residential utility service; electric service; and gas service); and Pennsylvania's Telemarketer Registration Act."

²⁵ 52 Pa. Code §111.5(a) "A supplier shall ensure the training of its agents on the following subjects...(6) The customer's right to rescind and cancel contracts..."

²⁶ 52 Pa. Code §111.11(a) "...A customer shall have the right to rescind the transaction within 3 business days after receiving the disclosure statement..."

3. Terms and definitions related to energy supply, transmission and distribution as found in the dictionary on the Pennsylvania Utility Commission's website.²⁷
4. The confidentiality of customer information and the regulations at 52 Pa. Code §54.43(D) (relating to standards of conduct and disclosure for licenses) and at 52 Pa. Code §62.114 (relating to standards of conduct and disclosures for licensees).²⁸
5. The serious consequences of unauthorized transfer of customer accounts and the regulations at 52 Pa. Code §§ 57.171-179 (relating to standards for changing a customer's electricity generation supplier) and 52 Pa. Code §§ 59.91-99 (relating to standards for changing a customer's natural gas supplier).²⁹
6. The Agent shall document the Training Program of its agents; maintain a record of the training for 3 years from the date the training was completed.³⁰
 - a. When requested, the Agent shall share this information with **Everyday Energy**.

B. Door-To-Door Marketing (DTD)

1. The verification process must be initiated only after the Agent has physically exited the customer's residence, unless the customer agrees that the Agent may remain in the vicinity of the customer during the verification process. Prior to initiating the verification process, the agent shall inform the customer that the Agent will not be in the vicinity during the verification unless the customer agrees to the Agent's presence.³¹
2. Agents shall limit door-to-door marketing or sales activities to the hours between 9 a.m. and 7 p.m. during the 6 months beginning October 1 and ending March 31, and to the hours between 9 a.m. and 8 p.m. during the months beginning April 1 and ending September 30. When a local ordinance has stricter limitations, all Agents shall comply with the local ordinance.³²

²⁷ 52 Pa. Code §111.5(a) "A supplier shall ensure the training of its agents on the following subjects...(10) Terms and definitions related to energy supply, transmission and distribution service as found in the dictionary of utility terms on the Commission's website..."

²⁸ 52 Pa. Code §111.5(a) "A supplier shall ensure the training of its agents on the following subjects...(12) The confidentiality and protection of customer information and the regulations at 52 Pa. Code §54.43(D) (relating to standards of conduct and disclosure for licensees) and at 52 Pa. Code §62.114 (relating to standards of conduct and disclosure for licensees).

²⁹ 52 Pa. Code §111.6 "In developing internal agent discipline practices and procedures, a supplier shall consider the Commission's regulations regarding the unauthorized transfer of customer accounts at 52 Pa. Code §§ 57.171-179 (relating to standards for changing a customer's electricity generation supplier) and §§ 59.91-99 (relating to standards for changing a customer's natural gas supplier) and the violation of other consumer protections."

³⁰ 52 Pa. Code §111.5(b) "A supplier shall document the training of an agent and maintain a record of the training for three years from the date the training was completed."

³¹ 52 Pa. Code §111.7(b)(2)(i) "When verifying a transaction that resulting from an agent's contact with a customer at the customer's residence, the verification process shall be initiated only after the agent has physically exited the customer's residence, unless the customer agrees that the agent may remain in the vicinity of the customer during the verification process. Prior to initiating the verification process, the agent shall inform the customer that the agent will not be in the vicinity during the verification unless the customer agrees to the agent's presence."

³² 52 Pa. Code §111.9(a)(1) "A supplier shall limit door-to-door marketing or sales activities to the hours between 9 a.m. and 7 p.m. during the 6 months beginning October 1 and ending March 31, and to the hours between 9 a.m. and 8 p.m. during the months

3. Sales agents shall comply with regulations that govern marketing, consumer protection and door-to-door sales including consumer protection regulations in 52 Pa. Code §§ 54 and 62 (relating to electricity generation customer choice; and natural gas supply customer choice) and the applicable provisions of 52 Pa. Code §§ 56, 57 and 59 (relating to standards and billing practices for residential utility service; electric service; and gas service).³³
4. When an Agent engages in door-to-door sales and marketing activities, it must inform **Everyday Energy** no later than the morning before the day that the activity shall begin. The notification shall include specifics regarding the activities to be conducted and the geographical area.
5. When engaging in door-to-door sales or marketing activities, an Agent shall comply with the following:
 - a. After greeting the customer, the Agent shall immediately identify themselves by name, that they represent **Everyday Energy** and the reason for the visit. The Agent shall state that he is not working for and is independent of the local distribution company or another supplier.³⁴
 - b. The Agent shall offer a business card or other material that lists the Agent's name, identification number and **Everyday Energy's** name and contact information, including telephone number. This information does not need to be preprinted on the material.
When the information is handwritten, it shall be printed and legible.³⁵
 - c. When a customer's language skills are insufficient to allow the customer to understand and respond to the information being conveyed by the Agent, or when the customer or a third party informs the Agent of this circumstance, the Agent shall terminate contact with the customer.³⁶
6. When an Agent completes a transaction with a customer, the Agent shall:
 - a. Provide a copy of each document that the customer signed or initialed relating to the transaction. A copy of these documents shall be provided to the customer before the Agent leaves the customer's residence. If requested by the customer, a copy of the

beginning April 1 and ending September 30. When a local ordinance has stricter limitations, a supplier shall comply with the local ordinance."

³³ 52 Pa. Code §111.9(b) "A supplier and its agents shall comply with regulations that govern marketing, consumer protection and door-to-door sales including consumer protection regulations in Chapters 54 and 62 (relating to electricity generation customer choice; and natural gas supply customer choice) and the applicable provisions in Chapters 56, 57 and 59 (relating to standards and billing practices for residential utility service; electric service; and gas service)."

³⁴ 52 Pa. Code §111.9(d)(1) "After greeting the customer, the agent shall immediately identify himself by name, the supplier the agent represents and the reason for the visit. The agent shall state that he is not working for and is independent of the local distribution company or another supplier."

³⁵ 52 Pa. Code §111.9(d)(2) "The agent shall offer a business card or other material that lists the agent's name, identification number and title and the supplier's name and contact information, including telephone number. This information does not need to be preprinted on the material. When the information is handwritten, it shall be printed and legible."

³⁶ 52 Pa. Code §111.9(e) "When a customer's language skills are insufficient to allow the customer to understand and respond to the

information being conveyed by the agent, or when the customer or a third party informs the agent of this circumstance, the agent shall terminate contact with the customer.”

materials used by the Agent during the sales contact shall be provided to the customer as soon as practical.³⁷

- b. Explain Everyday Energy's verification process to the customer.³⁸
 - c. State that Everyday Energy will send a copy of the disclosure statement about the service to the customer after the transaction has been verified, if the disclosure statement has not been previously provided.³⁹
 - d. State that the customer may rescind the transaction within 3 business days after receiving the disclosure statement.⁴⁰
3. An Agent shall immediately leave a residence when requested to do so by a customer or the owner or an occupant of the premises or if the customer expresses no interest in what the Agent is attempting to sell.⁴¹
 4. An Agent must comply with an individual's request to be exempted from door-to-door marketing and sales contacts and annotate its existing marketing or sales databases consistent with this requirement within 2 business days of the individual's request.⁴²

C. Telemarketing

1. Agents must follow the Pennsylvania Telemarketing Sales Act, including any necessary registration under the Act.⁴³
2. Agents must comply with the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C.A. §§ 6101-6108) and 16 CFR Part 310 (relating to telemarketing sales rule).⁴⁴
3. An Agent who contacts customers by telephone shall, after greeting the customer, immediately identify himself by name, identify that he represents Everyday Energy and the reason for the telephone call. The Agent shall state that he is not working for and is independent of the local

³⁷ 52 Pa. Code §111.9(f) "When an agent completes a transaction with the customer, the agent shall: (1) Provide a copy of each document that the customer signed or initialed relating to the transaction. A copy of these documents shall be provided to the customer before the agent leaves the customer's residence. If requested by the customer, a copy of the materials used by the agent during the call shall be provided to the customer as soon as practical."

³⁸ 52 Pa. Code §111.9(f) "When an agent completes a transaction with the customer, the agent shall... (2) Explain the supplier's verification process to the customer."

³⁹ 52 Pa. Code §111.9(f) "When an agent completes a transaction with the customer, the agent shall... (3) State that the supplier shall send a copy of the disclosure statement about the service to the customer after the transaction has been verified if the disclosure statement has not been previously provided."

⁴⁰ 52 Pa. Code §111.9(f) "When an agent completes a transaction with the customer, the agent shall... (4) State that the customer may rescind the transaction within 3 business days after receiving the disclosure statement."

⁴¹ 52 Pa. Code §111.9(g) "An agent shall immediately leave a residence when requested to do so by a customer or the owner or an occupant of the premises or if the customer expresses no interest in what the agent is attempting to sell."

⁴² 52 Pa. Code §111.9(h) "A supplier shall comply with an individual's request to be exempted from door-to-door marketing and sales contacts and annotate its existing marketing or sales databases consistent with this requirement within 2 business days of the individual's request."

⁴³ 52 Pa. Code §111.10(a)(2) "An agent that contracts with a supplier to conduct telemarketing and sales activities on behalf of the supplier shall register as a telemarketer and comply with the act."

⁴⁴ 52 Pa. Code §111.10(a)(3) "A supplier and its agents shall comply with the Telemarketing and Consumer Fraud and Abuse Prevention Act (15 U.S.C.A. §§ 6101-6108) and 16 CFR Part 310 (relating to telemarketing sales rule)."

distribution company or another supplier. The agent may not say or suggest to a customer that utility customers are required to choose a competitive energy supplier.⁴⁵

4. When an Agent completes a transaction with a customer, the Agent shall explain Everyday Energy's verification process to the customer and state that Everyday Energy will send a copy of the disclosure statement and other material about the service to the customer after the transaction has been verified. At the end of the telephone contact, the Agent shall state that the customer may rescind the transaction within 3 business days after receiving the disclosure statement.⁴⁶

Third Party Suppliers in PA are called Electricity Generation Suppliers

⁴⁵ 52 Pa. Code §111.10(b) "An agent who contacts the customer by telephone shall, after greeting the customer, immediately identify himself by name, identify the supplier the agent represents and the reason for the telephone call. The agent shall state that he is not working for and is independent of the local distribution company or another supplier. The agent may not say or suggest to a customer that utility customers are required to choose a competitive electricity supplier."

⁴⁶ 52 Pa. Code §111.10(c) "When an agent completes a transaction with a customer, the agent shall explain the supplier's verification process to the customer and state that the supplier will send a copy of the disclosure statement and other material about the service to the customer after the transaction has been verified. At the end of the telephone contact, the agent shall state that the customer

may rescind the transaction within 3 business days after receiving the disclosure statement.”



Marketing Training and Quality Assurance Program Pledge

I confirm that I have read and understood the information stated in the Everyday Energy Marketing Training and Quality Assurance Program.

I agree that I will conduct all Everyday Energy marketing activities in compliance with the requirements set forth in the Everyday Energy Marketing Training and Quality Assurance Program.

Print Name

Signature

Date

EVERYDAY ENERGY, LLC

ATTACHMENT E

SAMPLE FORMS OF NOTICES TO BE SENT UPON:

ASSIGNMENT OF SALES AGREEMENTS

DISCONTINUANCE OF SERVICE

TRANSFER OF 5000 OR MORE CUSTOMERS TO OTHER PROVIDERS

DISCONTINUANCE OF SERVICE

PROGRAM & SERVICE INFORMATION: NEW YORK

Date

Customer Name

Customer Address

Account Number

Re: Discontinuance of Service

Dear (Customer),

This letter is to inform you that effective _____, (15 calendar day's notice) Everyday Energy, LLC will discontinue providing retail electricity services in your area. Your Terms of Service Agreement ("Agreement") with Everyday Energy, LLC for the purchase of (electricity, gas or both) will be assigned to another Energy Service Company (ESCO). You will receive a separate notification informing you of this assignment and provide instructions on options available if you want to select a different energy provider.

The Customer has the option to select another supplier or receive full utility service from the distribution utility. The customer shall receive full utility service from the distribution utility until the customer selects a new supplier and the change in providers is effective, unless the distribution utility notifies the customer that it will terminate its delivery service on or before the discontinuance date.

If you have any questions about this notification, contact Everyday Energy, LLC at 1-877-811-7023.

Sincerely,

Everyday Energy, LLC

NOTICE OF ASSIGNMENT OF SALES AGREEMENT

PROGRAM & SERVICE INFORMATION: NEW YORK

Date: _____

To: <CUSTOMER NAME>

Dear <CUSTOMER NAME>

You are hereby notified that, effective <DATE>, we assigned and transferred to <OTHER ESCO> the following agreement existing between us:

<CUSTOMER ACCOUNT #xxxxxxxxx, DESCRIPTION OF SERVICE>

Your Terms and Conditions will change as follows:

<NEW PRICE>

<NEW AGREEMENT PERIOD>

<ETC. (to extent permitted by sales agreement)>

Please direct any further correspondence (or payments, if applicable) to them at the following address:

<OTHER ESCO NAME>

<OTHER ESCO ADDRESS>

<OTHER ESCO E-MAIL>

<OTHER ESCO PHONE>

Please contact us should you have any questions, and we thank you for your cooperation.

Sincerely,

Notice of Transfer of 5000 or More Customers

PROGRAM & SERVICE INFORMATION: NEW YORK

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and Everyday Energy, LLC ("Everyday Energy") all of Everyday Energy's rights, interests and obligations under said Agreement have been assigned and transferred to (name, address, email address, and telephone number of Assignee ESCO) _____ . This assignment will be effective as of _____ (15 calendar days notice).

If you have any questions please contact (Assignee ESCO) _____ at _____ .

EVERYDAY ENERGY, LLC

ATTACHMENT F

SAMPLE(S) OF YOUR BILLING FORMAT

Everyday Energy, LLC uses consolidated billing provided by the local utility and therefore does not have its own billing format.

EVERYDAY ENERGY, LLC

ATTACHMENT G

PROCEDURES YOU WILL USE TO OBTAIN CUSTOMER'S AUTHORIZATION FOR HISTORIC USAGE AND
CREDIT INFORMATION

Procedures you will use to obtain customer's authorization for historic usage and credit Information

Everyday Energy, LLC ("Everyday Energy") presents the following to all of our Marketing Professionals, which outlines the proper procedures which must be followed in order to obtain a customer's authorization to access their historic usage and credit information.

Customer Authorization Process.

The distribution utility shall provide information about a specific customer requested by EVERYDAY ENERGY authorized by the customer to receive the information.

1. EVERYDAY ENERGY shall obtain customer authorization to request information, in accordance with the procedures in document entitled "Proper Procedures Which Must be Used To Enroll Customers in EVERYDAY ENERGY via Telephone or Internet in the State Of New York." EVERYDAY ENERGY shall inform its customers of the types of information to be obtained, to whom it will be given, how it will be used, and how long the authorizations will be valid. The authorization is valid for no longer than six months unless the sales agreement provides for a longer time.
2. A distribution utility and a MDSP shall assume that EVERYDAY ENERGY obtained proper customer authorization if EVERYDAY ENERGY is eligible to provide service and submits a valid information request.
3. EVERYDAY ENERGY shall retain, for a minimum of two years, verifiable proof of authorization for each customer. Verification records shall be provided by EVERYDAY ENERGY, upon request of the DPS staff, within five calendar days after a request is made. Locations for storage of the records shall be at the discretion of EVERYDAY ENERGY.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access EVERYDAY ENERGY to information about the customer.
5. EVERYDAY ENERGY shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-no-call registries.

Customer Information Provided to EVERYDAY ENERGY

1. *Release of Information.* A distribution utility and a MDSP shall use the following practices for transferring customer information to EVERYDAY ENERGY.
 - a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of EVERYDAY ENERGY's enrollment request and the information in the Customer Contact Information Set and the Credit Information Set, upon EVERYDAY ENERGY's request.

- b. The distribution utility or MDSP shall respond within two business days to valid requests for information as established in EDI transaction standards and within five business days to requests for data and information for which an EDI transaction standard is not available. The distribution utility or MDSP shall provide the reason for rejection of any valid information request.

2. Customer Contact Information Set. The distribution utility or MDSP, to the extent it possesses the information, shall provide, upon EVERYDAY ENERGY's request, consumption history for the customer's electric account. Consumption history for an electric account shall include:

1. Customer's service address;
2. Electric or gas account indicator;
3. Sales tax district used by the distribution utility;
4. Rate service class and subclass or rider by account and by meter, where applicable;
5. Electric load profile reference category or code, if not based on service class;
6. Usage type (e.g., kWh or therm), reporting period, and type of consumption (actual, estimated, or billed);
7. Twelve months, or the life of the account, whichever is less, of customer data via EDI and, upon separate request, an additional 12 months, or the life of the account, whichever is less, of customer data via EDI or an alternative system at the discretion of the distribution utility or MDSP, and, where applicable, demand information;⁴ if the customer has more than one meter associated with an account, the distribution utility or MDSP shall provide the applicable information, if available, for each meter; and
8. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs) via EDI, and if requested in detail, via an acceptable alternative electronic format.

3. Billing Determinant Information Set. Upon acceptance of EVERYDAY ENERGY's enrollment request, a distribution utility shall provide the following billing information for an electric account, as applicables:

- a. customer's service address, and billing address, if different;
- b. electric account indicator;
- c. meter reading date or cycle and reporting period;
- d. billing date or cycle and billing period;
- e. meter number, if available;
- f. distribution utility rate class and subclass, by meter;
- g. description of usage measurement type and reporting period;
- h. customer's load profile group, for electric accounts only;
- i. life support equipment indicator;
- l. customer's location based marginal pricing zone, for electric accounts only; and,
- m. budget billing indicator.⁶

4. Credit Information Set. The distribution utility or MDSP shall provide credit information for the most recent 24 months or life of the account, whichever is less, upon receipt of EVERYDAY ENERGY's electronic or written affirmation that the customer provided authorization for release

of the information to EVERYDAY ENERGY. Credit information shall include number of times a late payment charge was assessed and incidents of service disconnection.

Direct Customer Information

A Direct Customer shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data, and estimated consumption for a period, at the same time that the distribution utility validates them for use. The distribution utility or MDSP shall make available, upon request, to an electric Direct Customer, a class load profile for its service class.

Charges for Customer Information

No distribution utility or MDSP shall impose charges upon EVERYDAY ENERGY or Direct Customers for provision of the information described in this Section. The distribution utility may impose an incremental cost based fee, authorized in tariffs for EVERYDAY ENERGY's request for customer data for a period in excess of 24 months or for detailed interval data per account for any length of time.

Unauthorized Information Release

EVERYDAY ENERGY, its employees, agents, and designees, are prohibited from selling, disclosing or providing any customer information obtained from a distribution utility or MDSP, in accordance with this Section, to others, including their affiliates, unless such sale, disclosure or provision is required to facilitate or maintain service to the customer or is specifically authorized by the customer or required by legal authority. If such authorization is requested from the customer, EVERYDAY ENERGY shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

A distribution utility may provide data for a standard 24 months or life of the account, whichever is less, as part of its customer contract information set.

As specified in the EDI standard for an enrollment request and response, the distribution utility may transmit additional data elements, based upon the request, the responding distribution utility, and the commodity type.

EVERYDAY ENERGY, LLC

ATTACHMENT H

COPIES OF INFORMATIONAL AND PROMOTIONAL MATERIALS USED FOR MASS MARKETNG PURPOSES

Everyday Energy, LLC was formerly known as FTR Energy Services. FTR Energy Services, LLC's name was changed to Everyday Energy, LLC in February 2015. The reason for the name change was due to a termination of the brand FTR Energy Services, LLC in the NY market. Everyday Energy, LLC is in the process of rebranding and will provide the Commission with all marketing materials upon creation.

EVERYDAY ENERGY, LLC

ATTACHMENT I

HEFPA DOCUMENTS, IF PROVIDING ENERGY SUPPLY TO RESIDENTIAL CUSTOMERS

CONFIDENTIAL
Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income?

3. Please identify all other forms of income (Unemployment, Disability, and Public Assistance) and the amounts of each

4. Please list all checking and savings accounts and balances:

5. Please list all credit cards, balances due and the amount of the monthly payment on each:

6. Do you own your home or do you rent? _____

7. What is your monthly mortgage or rent payment? _____.

8. List other assets (i.e., Stocks and Bonds) :

9. List other debts (bank loans, credit lines, utility bills, etc.) and the amount of the monthly payment on each:

10. Identify all other monthly expenditures by amount:

- Food expenses	\$	_____
- Medical expenses	\$	_____
- Telephone bills	\$	_____
- Utility bills	\$	_____
- Mandatory loan/credit card payments	\$	_____
- Other	\$	_____
	\$	_____
	\$	_____
	\$	_____

BUDGET BILLING PLAN

Customer Name: _____

Address: _____

Account# _____

Under this Plan, [UTILITY NAME] agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay \$XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ Therms and/or _____ kwh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter period. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.

The Plan shall be subject to regular review for conformity with actual billings. [UTILITY NAME] reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption.

BUDGET BILLING PLAN

Page 2

Each month, you will be billed the equal monthly payment and you will be required to pay such amount stated on the bill. Your bill will also inform you what your consumption for the period was, as well as the actual charge you would have incurred if you were not on the Plan. If you fail to pay the bill when due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, [UTILITY NAME] shall true up your account based on a comparison of the aggregate billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe [UTILITY NAME] a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing: ☐

Return one signed copy to [UTILITY NAME] by MM/DD/YYYY.

Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is \$XX.XX.

[UTILITY NAME] is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, [UTILITY NAME] may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, [UTILITY NAME] may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call [UTILITY NAME] at 1-800-XXX-XXXX.**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$XX.XX

If you are not already enrolled in our Budget Billing Program, which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Yes! I would like Budget Billing

☐

Acceptance of Agreement:

Customer Signature: _____ Date: _____

This agreement has been accepted by [UTILITY NAME]. If you and [UTILITY NAME] cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.

FINAL SUSPENSION NOTICE

DATE

[UTILITY/ESCO name]

[address]

[toll-free number]

Customer Name

Address

City, State, Zip

Account#

Dear (customer name):

YOUR ELECTRIC SERVICE IS SUBJECT TO SUSPENSION after MM/DD/YY.

To avoid suspension please remit \$xx.xx by MM/DD/YY. If your service is suspended you must pay \$xx.xx to resume service.

Public Service Law requires that, in order to end suspension, customers pay either the total amount due the ESCO *and* (LDNAME) or the amount they would have paid for energy if they had remained a utility customer.

PLEASE NOTE THAT SUSPENSION OF YOUR (LDNAME) CAN ACCOMPANY THE TERMINATION OF ESCO SERVICE EVEN IF YOUR Local Distribution Company SERVICE IS CURRENT.

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.

Sincerely,

ESCO

Credit and Collections

FINAL TERMINATION NOTICE**DATE**

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

By letter dated MM/DD/YY, [UTILITY NAME] notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in [UTILITY NAME] terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YY.

If you disagree with the amount owed, you may call or write the utility at (Address and phone number), or you may contact the Public Service Commission at 1-800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (XXX) XXX-XXXX. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

[UTILITY NAME]
Credit and Collections

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

[UTILITY name]
[Address]
[Toll-free number]

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

Customer has been sent a final notice of termination. If the total payment due of \$XX.XX is not paid by MM/DD/YYYY, termination of service may occur anytime after MM/DD/YYYY.

Quarterly Billing Plan

Customer Name: _____

Premise Address: _____

Account Number: _____

Under this plan, [UTILITY NAME] agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on MM/DD/YY covering actual charges incurred during the 3-month period MM/DD/YY to MM/DD/YY, and you will receive quarterly bills thereafter on or before MM/DD/YY, MM/DD/YY, and MM/DD/YY for actual charges incurred during each such preceding 3-month period.

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

[] Yes!! would like Quarterly Billing:

Return one completed copy to [UTILITY NAME] by MM/DD/YYYY.

Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (xxx) xxx-xxxx because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx..

The total amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is: \$XX.XX.

ATTACHMENT J

INTERNAL PROCEDURES FOR THE PREVENTION OF SLAMMING OR CRAMMING

Internal procedures for the prevention of slamming or cramming

Everyday Energy, LLC (“Everyday Energy”) presents the following to all of our Marketing Professionals, which outlines the proper procedures which must be followed in order to prevent Slamming and Cramming:

- 1. All marketing representatives will be required to clearly identify that they are marketing on behalf of Everyday Energy.**
- 2. Identify that the individual being marketing to is authorized to purchase commodity for the account.**
- 3. Follow specific procedures codified in document “Proper Procedures Which Must be Used To Enroll Customers in Everyday Energy via Telephone or Internet in the State Of New York”**
- 4. Everyday Energy will monitor marketing scripts and review telemarketing calls to maintain service quality**
- 5. Cramming will be prevented as Everyday Energy will use utility consolidated billing in the service territories where it operates, thereby limiting the items included on the bill.**
- 6. Everyday Energy will implement and follow the provisions of the Marketing Standards Quality Assurance plan.**

EVERYDAY ENERGY, LLC

ATTACHMENT K

A LIST OF ENTITIES, INCLUDING CONTRACTORS AND SUB-CONTRACTORS, THAT WILL MARKET ON BEHALF OF YOUR ESCO

Everyday Energy, LLC was formerly known as FTR Energy Services. FTR Energy Services, LLC's name was changed to Everyday Energy, LLC in February 2015. The reason for the name change was due to a termination of the brand FTR Energy Services, LLC in the NY market. Everyday Energy, LLC is in the process of rebranding and will provide the Commission with a list of all entities and/or contractors that will market on their behalf.

EVERYDAY ENERGY, LLC

ATTACHMENT L

ATTESTATION THAT EVERYDAY ENERGY LLC WILL COMPLY WITH THE REQUIREMENTS OF NEW YORK
STATE'S ENVIRONMENTAL DISCLOSURE PROGRAM

AFFIDAVIT OF EVERYDAY ENERGY, LLC

STATE OF CONNECTICUT

*

*

COUNTY OF FAIRFIELD

*

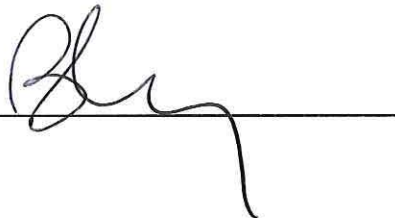
Before me, the undersigned authority, personally came and appeared Barbara Clay, who upon proving her identity to me / is personally known to me, did affirm and state the following, to wit:

"My name is Barbara Clay. I am a resident of the State of Connecticut, of legal age, and have never been convicted of a felony. I am the EVP & General Counsel of Everyday Energy, LLC ("Everyday Energy"), and have the authority to make this affidavit on behalf of the company.

I affirm that Everyday Energy will comply with the requirements of the New York State Environmental Disclosure Program in the course of providing electricity service."

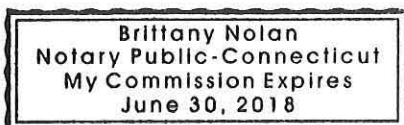
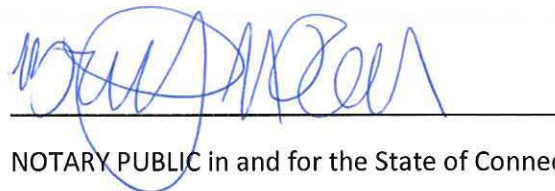
Further, Affiant says naught.

Name



SWORN TO AND SUBSCRIBED before me, Notary Public, on this 25th day of June, 2015, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Connecticut



My commission expires June 30, 2018

EVERYDAY ENERGY, LLC

ATTACHMENT M

NYS DPS Office of Consumer Services Service Provider Form



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted by fax to 518-472-8501

Date 4/25/15

Company Name Everyday Energy, LLC

Service Type (Check all that apply): Gas ☒, Elec ☒, ESCO ☐, Cable TV ☐,
Water ☐, ILEC ☐, CLEC ☐, Toll Only ☐, Other _____

President Michael Fallquist
Mailing Address 1055 Washington Blvd, 7th Floor
Stamford, CT 06901
Email Address mfallquist@criusenergy.com
Phone Number 203-663-7545 Fax Number _____

Vice President / Director of Customer Service Anthony Povio
Mailing Address 6469 102nd Avenue, North
Pinellas Park, FL 33782
Email Address apovio@criusenergy.com
Phone Number 727-399-6460 x-1100 Fax Number _____

Primary Regulatory Complaint Manager Barbara Clay
Mailing Address 1055 Washington Blvd, 7th Floor
Stamford, CT 06901
Email Address bclay@criusenergy.com
Phone Number 203-663-5079 Fax Number _____

Secondary Regulatory Complaint Manager Martine Trinkka
Mailing Address 1055 Washington Blvd, 7th Floor
Stamford, CT 06901
Email Address mtrinka@criusenergy.com
Phone Number 203-866-5087 Fax Number _____

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: compliance@criusenergy.com Fax: _____

EVERYDAY ENERGY, LLC

ATTACHMENT N

NYS DPS Office of Consumer Services registration of name change



Department of Public Service

Public Service Commission
Audrey Zibelman
Chair

Patricia L. Acampora
Gregg C. Sayre
Diane X. Burman
Commissioners

Kimberly A. Harriman
General Counsel
Kathleen H. Burgess
Secretary

Three Empire State Plaza, Albany, NY 12223-1350
www.dps.ny.gov

April 27, 2015

Barbara Clay, Esq.
Everyday Energy, LLC f/k/a FTR Energy Services, LLC
1055 Washington Blvd., 7th Floor
Stamford, CT 06901

E-mail: bcclay@criusenergy.com

RE: FTR Energy Services, LLC Name Change to Everyday Energy, LLC

Dear Ms. Clay:

Thank you for submitting the recent updates to your ESCO Retail Access Application Package. This letter acknowledges your corporate name change from FTR Energy Services, LLC to Everyday Energy, LLC effective February 13, 2015. All updated documentation recently submitted has been reviewed by Staff and remains in compliance with the New York State ESCO eligibility requirements that are implemented by codes and regulations found in the Uniform Business Practices and other applicable regulations or Commission Orders. **Therefore, Staff acknowledges that Everyday Energy, LLC has been deemed eligible to serve residential and non-residential electric and natural gas customers in New York State.**

Please be advised that you should check with utilities to determine if they have additional approval requirements by contacting those companies in whose service territories you intend to serve or are now serving customers.

As always, to maintain your ESCO eligibility, you must notify Staff of any substantive legal, financial or business related changes to your company as they occur. If your business plan changes and you decide to expand your service offerings by choosing to participate in any of the ESCO referral programs or move into other utility service territories, you must immediately submit the appropriate documentation for Staff review and determination of how it affects your current eligibility.

Please do not hesitate to contact me if you have any further questions or concerns at 518-473-8175 or robin.taylor@dps.ny.gov.

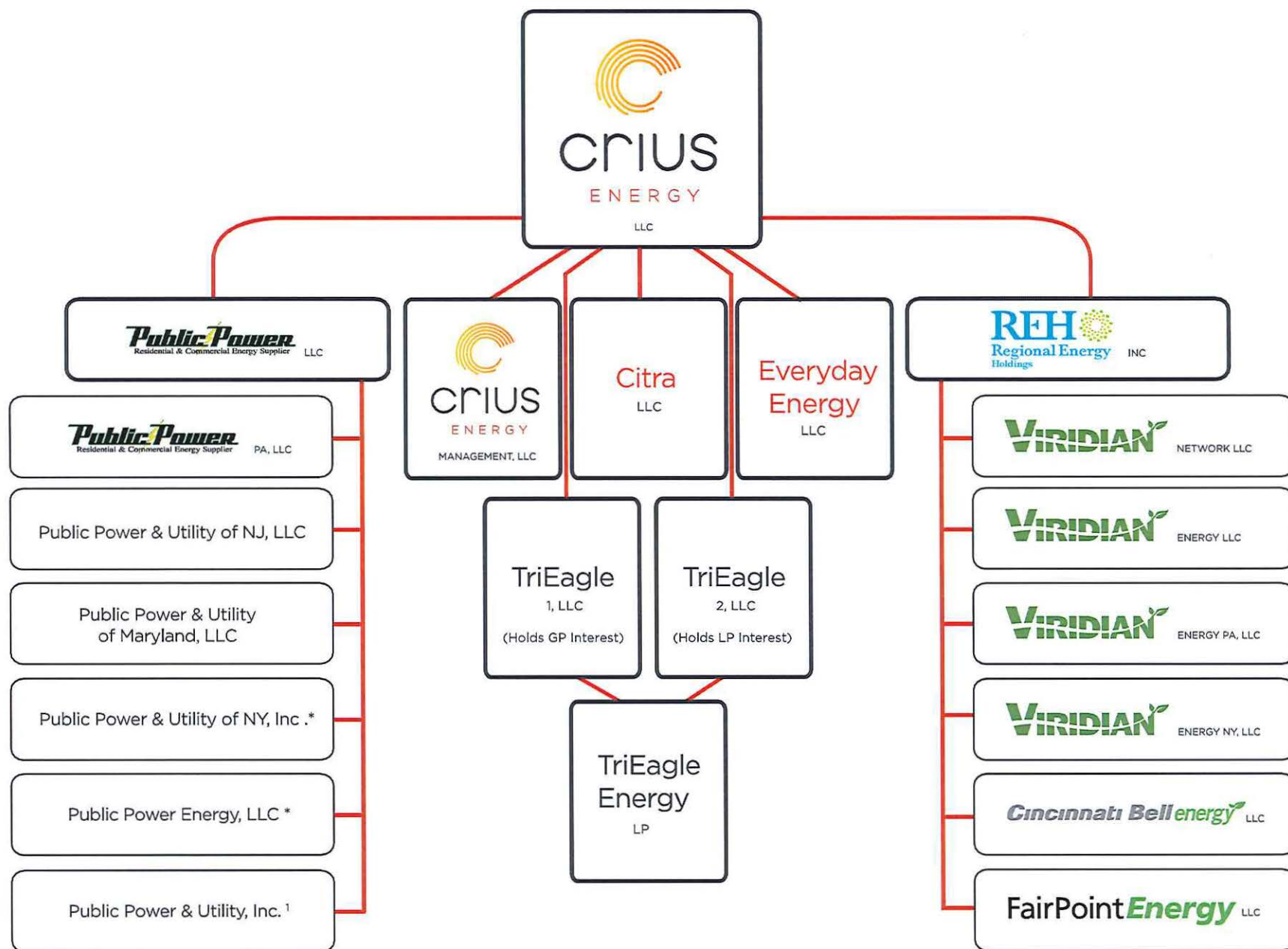
Sincerely,

Robin Taylor
Office of Consumer Services

EVERYDAY ENERGY, LLC

ATTACHMENT O

Copy of Everyday Energy, LLC's corporate structure



¹ This entity only holds Public Power's MA customer contracts, and does not hold a supplier license.

* This entity does not conduct business and does not hold customer contracts.