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**ENERGY SERVICE COMPANY (ESCO)  
RETAIL ACCESS APPLICATION FORM**

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**1. Business Information**

Business Name: AP Gas & Electric (TX), LLC

Address: 6161 Savoy Dr Ste 500

City: Houston

State: TX

Zip: 77036

Telephone: 877-544-4857

Fax: 888-461-2209

If you intend to market your services under a DBA list name(s) here:  
(Copy of your certificate of assumed name is required)

APG&E; AP Gas & Electric

Do you currently have any energy affiliates (including subsidiaries) located or  
operating within New York State?

Yes  No

If yes, provide the contact information for any entity with an ownership interest of 10  
percent or more in the company listed above:

Business Name: See Attachment

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

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, provide the following information:

Name:

Title:

Name:

Title:

## **2. Contact Information**

### **Executive Contact**

Name and Title: Jay Harpole - CEO

Address: 6161 Savoy Dr Ste 500

City: Houston

State: TX Zip: 77036

Telephone: 832-380-7801

Fax: 713-337-2905

Email Address: jharpole@apge.com

### **Regulatory Contact**

Name and Title: Tiffany Maness - Legal and Regulatory Reporting Manager

Address: 6161 Savoy Dr Ste 500

City: Houston

State: TX Zip: 77036

Telephone: 832-380-7879

Fax: 713-337-2905

Email Address: tmaness@apge.com

Marketing Contact

Name and Title: Cindi To

Address: 6161 Savoy Dr Ste 500

City: Houston

State: TX Zip: 77036

Telephone: 832-308-7802

Fax:

Email Address: sto@apge.com

Power to Choose Website Information

Website Address: www.apge.com

Customer Service Email Address: customer@apge.com

Toll Free Number: 866-855-4448

Vendor Contact (e.g. EDI Vendor)

Vendor Name: Energy Services Group

Address: 400 Hingham Street

City: Rockland

State: MA

Zip: 02370

Contact Name: Bob Potter

Telephone: 781-347-9044

Fax: 781-871-0792

Email Address: bpotter@energyservicesgroup.net

### **3. Additional Requirements**

#### **(Required for New ESCO Applications and Triennial Filings)**

- Copy and proof of acceptance of your registration with the NYS Dept of State and a copy of your certificate of assumed name (if applicable);
- Comprehensive copy of your standard sales agreement(s), including presentation of the customer disclosure statement;
- Marketing representative ID badge;
- Marketing standards quality assurance plan;
- Sample forms of notices for assignment, discontinuance and transfer of 5000 or more customers to other providers;
- Sample(s) of your billing format(s);
- Procedures you will use to obtain customer's authorization for historic usage and credit information;
- Copies of information and promotional materials used for mass marketing purposes;
- HEFPA documents, if providing energy supply to residential customers;
- Internal procedures for the prevention of slamming or cramming;
- A list of entities, including contracts and sub-contractors, that will market on behalf of your ESCO;
- Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;
- NYS DPS Office of Consumer Services Service Provider Form.
- Letter from a utility that you have successfully completed EDI Phase I Testing.

#### 4. Identify the Types and Locations of Markets

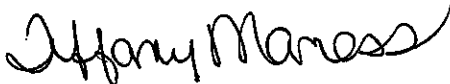
Place an "✓" in the applicable cells of the table to below to 1) designate the individual utility retail access programs in which you participate, or intend to participate, and the customer market(s) in each program you serve, or intend to serve; 2) indicate the commodities you offer, or intend to offer, 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		
	Res	Non Res	Nat Gas	Electric	Utility Rate Ready	Utility Bill Ready	Single Retailer
Central Hudson	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Con Edison	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Corning Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
LIPA	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>			
National Grid (Downstate)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	
National Grid (Upstate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
National Fuel Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>
NYSEG	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	
Orange & Rockland	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Rochester Gas & Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	
St. Lawrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

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: Tiffany Maness

Title: Legal and Regulatory Reporting Manager Date: 5/3/2017

Company Name: AP Gas & Electric (TX), LLC

**New York State Department of Public Service**

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

**AP Gas & Electric (NY), LLC – Affiliate / >10% Ownership**

<b><u>NY ESCO Affiliate(s)</u></b>	<b><u>Ownership &gt; 10%</u></b>
<b>AP Gas &amp; Electric (TX), LLC</b>	<b>AP Holdings, LLC</b>
<b>AP Gas &amp; Electric (NY), LLC</b>	<b>AP Holdings, LLC</b>
<b>AP Gas &amp; Electric (NJ), LLC</b>	<b>AP Holdings, LLC</b>



# EXHIBIT A



Form 642  
(Revised 12/08)

Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709

Filing Fee: See instructions.



This space reserved for office use.

**FILED**  
In the Office of the  
Secretary of State of Texas

DEC 30 2010

**Certificate of Conversion  
of a  
Limited Partnership Converting  
to a  
Limited Liability Company**

**Corporations Section**

**Converting Entity Information**

The name of the converting limited partnership is:  
Affordable Power, L.P.

The jurisdiction of formation of the limited partnership is: Texas

The date of formation of the limited partnership is: 9/28/2007

The file number, if any, issued to the limited partnership by the secretary of state is: 800877802

**Converted Entity Information**

The limited partnership named above is converting to a limited liability company. The name of the limited liability company is:

AP Gas & Electric (TX), LLC

The limited liability company will be formed under the laws of: Texas

**Plan of Conversion**

The plan of conversion is attached.

*If the plan of conversion is not attached, the following section must be completed.*

**Alternative Statements**

In lieu of providing the plan of conversion, the converting limited partnership certifies that:

1. A signed plan of conversion is on file at the principal place of business of the limited partnership, the converting entity. The address of the principal place of business of the limited partnership is:

6161 Savoy Drive, Suite 500                      Houston                      TX   USA   77036  
*Street or Mailing Address*                      *City*                      *State*   *Country*   *Zip Code*

2. A signed plan of conversion will be on file after the conversion at the principal place of business of the limited liability company, the converted entity. The address of the principal place of business of the limited liability company is:

6161 Savoy Drive, Suite 500                      Houston                      TX   USA   77036  
*Street or Mailing Address*                      *City*                      *State*   *Country*   *Zip Code*

3. A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

**Certificate of Formation for the Converted Entity**

If the converted entity is a Texas limited liability company, the certificate of formation of the Texas limited liability company must be attached to this certificate either as an attachment or exhibit to the plan of conversion, or as an attachment or exhibit to this certificate of conversion if the plan has not been attached to the certificate of conversion.

**Approval of the Plan of Conversion**

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

**Effectiveness of Filing** (Select either A, B, or C.)

- A.  This document becomes effective when the document is accepted and filed by the secretary of state.
- B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C.  This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_  
The following event or fact will cause the document to take effect in the manner described below:  
\_\_\_\_\_  
\_\_\_\_\_

**Tax Certificate**

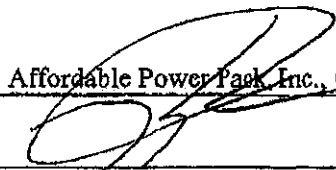
- Attached hereto is a certificate from the comptroller of public accounts that certifies that the converting entity is in good standing for purposes of conversion.
- In lieu of providing the tax certificate, the limited liability company as the converted entity is liable for the payment of any franchise taxes.

**Execution**

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code to execute the filing instrument.

Date: 12/27/2010


Affordable Power Pack, Inc., General Partner



Signature of authorized person (see instructions)

Kamran Virani, President of General Partner

Printed or typed name of authorized person

<p><b>Form 205</b> (Revised 07/10)</p> <p>Submit in duplicate to: Secretary of State P.O. Box 13697 Austin, TX 78711-3697 512 463-5555 FAX: 512 463-5709 <b>Filing Fee: \$300</b></p>	 <b>Certificate of Formation</b> <b>Limited Liability Company</b>	<p>This space reserved for office use.</p> <p style="text-align: center;"><b>FILED</b> In the Office of the Secretary of State of Texas DEC 30 2010</p> <p style="text-align: center;"><b>Corporations Section</b></p>
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**Article 1 – Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

AP Gas & Electric (TX), LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

**Article 2 – Registered Agent and Registered Office**

(See instructions. Select and complete either A or B and complete C.)

A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

B. The initial registered agent is an individual resident of the state whose name is set forth below:

<u>Kamran</u>		<u>Virani</u>	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

<u>6161 Savoy Drive, Suite 500</u>	<u>Houston</u>	<u>TX</u>	<u>77036</u>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

**Article 3—Governing Authority**

(Select and complete either A or B and provide the name and address of each governing person.)

A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

<b>GOVERNING PERSON 1</b>			
NAME (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
<u>        </u>	<u>        </u>	<u>        </u>	<u>        </u>
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
OR			
IF ORGANIZATION			
<u>AP Holdings, LLC</u>			
<i>Organization Name</i>			
ADDRESS			
<u>6161 Savoy Drive, Suite 500</u>	<u>Houston</u>	<u>TX</u>	<u>USA 77036</u>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

<b>GOVERNING PERSON 2</b>				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS				
Street or Mailing Address		City	State	Country Zip Code

<b>GOVERNING PERSON 3</b>				
NAME (Enter the name of either an individual or an organization, but not both.)				
IF INDIVIDUAL				
First Name	M.I.	Last Name	Suffix	
OR				
IF ORGANIZATION				
Organization Name				
ADDRESS				
Street or Mailing Address		City	State	Country Zip Code

**Article 4 – Purpose**

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

**Supplemental Provisions/Information**

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

**Article 5 - Action Without Meeting**

Any action required by the TBOC to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of members, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holder or holders of membership interests having not less than the minimum number of votes that would be necessary to take such action at a meeting at which the holders of all membership interests entitled to vote on the action were present and voted. Prompt notice of the taking of any action by the members without a meeting by less than unanimous written consent shall be given to those members who did not consent in writing to the action.

**Article 6 - Denial Of Preemptive Rights**

No member shall have a preemptive right to acquire any membership interests or securities of any class that may at any time be issued, sold or offered for sale by the Company.

**Article 7 - Denial Of Cumulative Voting Rights**

The right of members to cumulative voting in the election of managers is expressly prohibited.

**Article 8 - Indemnification Of Managers**

A manager of the Company shall not be liable to the Company or its members for monetary damages for an act or omissions in the manager's capacity as a manager, except that this Article 8 does not eliminate or limit the liability of a manager to the extent the manager is found liable for (i) a breach of the manager's duty of loyalty to the Company or its members; (ii) an act or omission not in good faith that constitutes a breach of duty of the manager to the Company or an act or omission that involves intentional misconduct or a knowing violation of the law; (iii) a transaction from which the manager received an improper benefit, whether or not the benefit resulted from an action taken within the scope of the manager's office; or (iv) an act or omission for which the liability of a manager is expressly provided by an applicable statute. Any repeal or amendment of this Article 8 by the members of the Company shall be prospective only and shall not adversely affect any limitation on the liability of a manager of the Company existing at the time of such repeal or amendment. In addition to the circumstances in which the manager of the Company is not liable as set forth in the preceding sentences, the manager shall not be liable to the fullest extent permitted by any provision of the statutes of Texas now in effect or hereafter enacted that further limits the liability of a manager of a limited liability company or of a director of a corporation.

**Article 9 - Conversion**

Pursuant to applicable provisions of TBOC, the Company is being formed upon the conversion of Affordable Power, L.P., a Texas limited partnership (the "Converting LP"). The Converting LP is converting from a limited partnership to a limited liability company. The converted entity is being created pursuant to the Plan of Conversion. The Converting LP was formed on September 28, 2007, 6161 Savoy Dr., Suite 240, Houston, TX 77036.

**Organizer**

The name and address of the organizer:

Kamran Virani

*Name*

6161 Savoy Drive, Suite 500

*Street or Mailing Address*

Houston

*City*

TX 77036

*State Zip Code*

**Effectiveness of Filing** (Select either A, B, or C.)

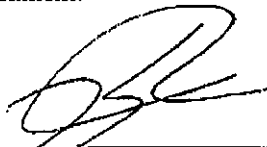
- A.  This document becomes effective when the document is filed by the secretary of state.
- B.  This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_
- C.  This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

**Execution**

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: 12/28/2010



\_\_\_\_\_  
*Signature of organizer*

Kamran Virani

*Printed or typed name of organizer*



# EXHIBIT B



**New York Commercial Fixed Rate Term  
Customer Disclosure Statement**

Check One:     Switching Service         Renewal                      Utility Acct #: \_\_\_\_\_

This Electricity Enrollment Authorization ("Agreement") is entered into by and between APG&E and Buyer, as indicated in the Customer Information Section below. APG&E and Buyer may also be referred to individually as "Party" or collectively as "Parties". This Agreement is comprised of: (1) this Electricity Enrollment Authorization, (2) the Statement of General Terms and Conditions, (3) any Regional Rider required by NYISO, and (4) any Addendum, if applicable, or other exhibits agreed between APG&E and Buyer. Acceptance of this Agreement by APG&E is subject to market conditions and final approval by APG&E.

CUSTOMER INFORMATION	
Name of Buyer:	
Billing Address:	
City, State, Zip Code:	
Authorized Person:	
Phone:	
Email:	
Tax ID:	Tax Exempt: Yes / No (if yes, please attach form)
Guarantor Name:	
Guarantor Address:	
Guarantor Social Security #:	
Guarantor D.O.B.	
Guarantor Signature	

ACCOUNT INFORMATION		
Utility	Account #	Service Address

CUSTOMER DISCLOSURE STATEMENT	
Price of Energy	_____ ¢ per kWh
Type of Product	Fixed Rate. Please see Terms and Conditions for details.
Agreement Term	(Check One) <input type="checkbox"/> 12 <input type="checkbox"/> 24 <input type="checkbox"/> 36 <input type="checkbox"/> Other _____ (please specify in months)  Start Date: ____/____/____ I understand the term of service that I am agreeing to begins on the first available meter reading date set by the Local Distribution Utility ("LDU") (first available meter may be no less than 18 days from execution of this Enrollment Authorization) and will continue for an initial term of <u>consecutive calendar months</u> , as indicated above, thereafter that ends on the first meter reading date.
How to rescind this agreement without penalty	None
Amount of Early Termination Fee and calculation method	If you cancel this Agreement for any reason before the end of the initial term you will be assessed an early cancellation fee that is the greater of (i) average of two monthly bills or (ii) all remaining Estimated Customer Location Energy Volume through the end of the Term multiplied by the positive difference, if any, between the Energy Charge minus current Market Based Price for the aggregate load of all Customer Location(s) ("Early Termination Fee") plus (ii) an amount equal to \$.002 per kWh of the Remaining Volume ("Default Fee"), which represents the Parties' estimated amount of transaction costs to APG&E, associated with the Customer's default, which are not reasonably able to be discerned, and which amount is not a penalty for such default.
Amount of Late Payment Fee and calculation method	Overdue payments shall be assessed at the lesser of: (i) a one-time late payment penalty not to exceed 1.5% of the total amount due, or (ii) the maximum amount allowed by law.
Provisions for renewal of agreement	At the end of the Initial Term, this Agreement will automatically default to market rate until renewed by customer unless this Agreement is terminated in writing at least sixty (60) days prior to the expiration date.
Guaranteed Savings	This offer does not have guaranteed savings.





APG&E has my permission to use the information I am providing in this form to enroll me for electric service in New York. I affirm that I am at least 18 years of age and legally authorized to switch the electricity provider for the address shown above, and I have received, reviewed, and agree to this Agreement for my utility area. By signing below, I am authorizing APG&E to become my new Electric Service Company (ESCO) in place of my current ESCO, and APG&E to act as my agent to make this change and direct my current ESCO to work with APG&E to make this change.

By my signature below (facsimile signature accepted as if it were an original), I hereby agree to be obligated by the terms and conditions set forth herein and to the Terms of Service Agreement. I understand that a credit report will be attained from Equifax Credit Reporting Services or other similar reporting agencies. I understand that I may be required to pay a deposit prior to the initiation of service. If I selected a payment option other than check, I authorize my financial institution to pay from my checking account to APG&E, or to debit transactions from my account at my financial institution the amount of my initial deposit, if any, and pay all monthly charges for my electric service. Customer further understand that Customer may be working with an independent agent that is not an employee of APG&E and is not granted any right or authority or responsibility expressed, implied or apparent on behalf of or in the name of APG&E to bind or act on behalf of APG&E.

Please refer to the Terms of Service for all applicable terms and conditions.

*This contract is not valid unless accepted and executed by APG&E.*

Buyer: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APG&E  
Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Independent Broker/Agent Code: \_\_\_\_\_

## **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
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to <http://www.dps.state.ny.us/resright.html>.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.state.ny.us>.

You can find more information about your energy alternatives by visiting: [www.askpsc.com](http://www.askpsc.com).



**EXHIBIT B**

**REGIONAL RIDER**

**New York**

This Regional Rider is made a part of, and pursuant to terms of, the Electricity Sale Agreement (the "Agreement"), between APG&E and Buyer identified herein.

**Rescission of Authorization for Release of Information**

Buyer may rescind its authorization for the release of data relative to Buyer's billing, usage, and credit data by applicable utility, credit reporting agencies, trade references, and other relevant parties to Seller by contacting Seller at 1-877-544-4857.

**Additional Representation of Buyer**

Buyer represents and warrants that each of the Accounts served under any effective Confirmation is nonresidential and, therefore, is not subject to Home Energy Fair Practices Act requirements.

**Dispute Resolution**

From 8am to 5pm Central Standard Time Monday through Friday (except federal and state holidays), Buyer may contact Seller by telephone at 1-877-544-4857 or by email at [CSNY@apgellc.com](mailto:CSNY@apgellc.com) with questions or complaints. Seller will investigate any complaint in good faith and report the results of its investigation to Buyer. If the matters remain unresolved, each Party shall be entitled to pursue any and all available remedies. Although the New York State Department of Public Service will not directly resolve disputes for nonresidential customers receiving electric power under this Agreement, it will monitor complaints against all energy service companies (ESCOs) and an excessive number of complaints may result in an ESCO no longer being eligible to supply electric power or natural gas in New York State.

**Notice of Termination**

Seller will provide Buyer with at least fifteen (15) calendar days notice prior to any termination or suspension of Seller's sale of electric power under this Agreement.

**Utility Single Bill Billing**

If (i) Utility Single Bill Billing is elected on an effective Confirmation and (ii) an Account on such Confirmation is enrolled into and is actively a part of a purchase of receivables program operated by the applicable utility, then (a) Seller has or will assign, convey and grant to the applicable utility, any and all of Seller's rights to disconnect such Account for non-payment of all amounts on the utility single bill when due, and (b) the applicable utility, in accordance with applicable provisions of law, is authorized to disconnect Buyer's delivery services and Seller's commodity service for non-payment of all amounts due on the utility single bill, including the amount of Seller's accounts receivables.

**Electric Emergencies**

In the event of a service outage, downed wire or other electric emergency, Buyer should contact the applicable utility as follows:

Central Hudson: 1-800-527-2714	Consolidated Edison(ConEd) : 1-800-752-6633
National Grid: 1-800-892-2345	New York State Electric & Gas: 1-800-572-1131
Orange & Rockland: 1-877-434-4100	Rochester Gas & Electric (RG&E): 1-800-743-1701

For inquiries and information requests regarding the competitive energy market, please call the PSC's retail access hotline at 1-888-697-7728 or visit [www.dps.state.ny.us](http://www.dps.state.ny.us) These telephone numbers are also available on Seller's information line at 1-877-544-4857.

By signing below, Buyer acknowledges it has reviewed this Regional Rider

Buyer: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# APG&E

## New York Commercial Fixed Rate

### General Terms and Conditions

The following is your Terms of Service Agreement ("Agreement") with APG&E for the purchase of electricity. Please retain this Agreement for your records.

**1. Definitions.** Set forth below are the definitions of certain terms that are incorporated into this Agreement. If you need more help with definitions, please refer to the New York Public Service Commission.

• **Agreement** - This Sales Agreement Disclosure and Terms of Service, Customer Agreement and Enrollment Authorization, as it may be amended or restated from time-to-time.

• **Commission** - The New York Public Service Commission.

• **Default Service Provider** - The company providing generation services to those who do not choose another supplier, are unable to find a supplier willing to serve them, or, for some reason, no longer receive generation services from another supplier. Your Default Service Provider is Coned Electric Utilities.

• **Distribution Charges** - Part of the charge on each customer's bill for delivering electricity from your LDU to your home or business. The Distribution Charge is regulated by the Commission. It will vary according to how much electricity you use and is inclusive of all charges imposed by the LDU on the APG&E.

• **LDU** - An abbreviation for "electric distribution company." Your LDU is Coned Electric Utilities.

• **Electric Generation Service Charge** - Part of the total charge on each customer's bill for the generation of (producing) electricity. Generation service is competitively priced and is not regulated by the Commission. This charge includes those services necessary to support the transmission of capacity and energy from resources to loads, while maintaining reliable operation of the transmission provider's transmission system. This charge depends on the contract between the customer and the supplier. This is included in the price that APG&E charges you, as described above in Section above.

• **Initial Term** - In this Agreement, this is the time period during which you will receive a fixed price, as described in the Enrollment Authorization.

• **kWh** - An abbreviation for the basic unit of measure of electric energy, "kilowatt hours".

**2 Agreement to Purchase Energy:** Customer hereby appoints APG&E as its limited agent for the purpose of acquiring the supplies necessary to meet its electricity needs, arranging, contracting for and administering transmission and related services over interstate facilities and those of the Local Distribution Utility ("LDU") needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included. APG&E agrees to sell and deliver and Customer agrees to purchase and accept the quantity of electricity necessary to meet Customer's requirements based upon consumption data obtained by APG&E or the delivery schedule of the LDU.

**3. Term:** This Agreement shall be effective upon execution of this agreed Enrollment Authorization Agreement by both parties. APG&E shall use its best efforts to commence service on the meter read date in the start month stated on this Retail Power Sales Agreement, provided however that Buyer acknowledges that the commencement date is dependent upon confirmation by the Utility of the completion of all the required enrollment processes for the Buyer. Service shall continue through the term specified in this Retail Power Sales Agreement unless sooner terminated as provided herein ("Initial Term"); provided

however, such termination shall not affect or excuse performance under any provision surviving such termination. At the end of the Initial Term, this Agreement will automatically default to market rate until renewed by customer unless this Agreement is terminated in writing at least fifteen (15) days prior to the expiration date.

**4. Material Change in Base Volume Capacity:** In the event Buyer's monthly cumulative consumption of electricity for Buyer's facilities as described in the Retail Power Sales Agreement materially changes by an amount of no less than five percent in addition to or five percent below the applicable Base Volume of Additional Volume specified in the Commercial Enrollment Form as the case may be ("Threshold"), the price to be paid by Buyer for such electricity beyond the Threshold shall be the applicable spot market clearing price for all applicable services as established by the New York State Independent System Operator, Inc. ("NYISO") for the real-time market for Buyer's NYISO Zone and the Buyer's Capacity Sub-Zone for capacity purchase purposes ("Market Clearing Prices") plus all applicable taxes, costs, charges or fees, at APG&E's sole discretion.

**5. Price:** APG&E's rate for residential customers and small commercial customers is set forth on your Enrollment Authorization form as a price per kWh. The price includes your Electric Generation Service Charges. This rate is for electric service only and does not include any LDU charges for the delivery of electricity. The price also does not include any taxes. Your electricity service charges may be calculated as follows (example): Fixed Rate per kWh x total kWh consumed + Distribution Charges + applicable taxes. The Contract Price, measured on a per kWh basis, during any subsequent Renewal Terms of this Agreement will be the Market Clearing Price plus all other taxes, costs, charges or fees which are set forth in this Agreement. Buyer acknowledges that any costs assessed by any third party as a result of the provision of service hereunder, including but not limited to switching costs, are not included in the Price and shall be the responsibility of the Buyer.

**6. Taxes:** Buyer will pay all federal, state, and local taxes, fees, and charges, including sales and use tax (collectively, "Taxes"), associated with the purchase of Electric Service under this Retail Power Sales Agreement, or issue a legally valid and complete exemption certificate to APG&E in lieu of any Taxes. APG&E will not be liable for any Taxes not paid by Buyer. Buyer will be responsible for, and shall pay, APG&E for all Taxes including gross receipt taxes, PSC assessment, NYISO assessment, and franchise and similar fees based upon receipts and municipal administrative fees imposed on APG&E, as the seller of the Electric Service under this Sales Agreement or as an energy service company ("ESCO"), Utility or Metering Entity, with the exception of any federal, state, or local income taxes measured by net income or profits.

**7. Cancellation Rights:** If you cancel this Agreement for any reason before the end of the initial term you will be assessed an early cancellation fee that is the greater of (i) average of two monthly bills or (ii) all remaining Estimated Customer Location Energy Volume through the end of the Term multiplied by the positive difference, if any, between the Energy Charge minus current Market Based Price for the aggregate load of all Customer Location(s) ("Early Termination Fee") plus an amount equal to \$.002 per kWh of the Remaining Volume ("Default Fee"), which represents the Parties' estimated amount of transaction costs to APG&E associated with the Customer's default,

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Phone 713.537.2900 \* Fax 713.537.2905



which are not reasonably able to be discerned, and which amount is not a penalty for such default. The Early Termination Fee and Default Fee shall be immediately due and payable by Customer to APG&E within 3 business calendar days following such default. The "Market Based Price" shall mean a market price, determined by APG&E in a commercially reasonable manner, for the aggregate load of all Customer Location(s) for the Estimated Customer Location Energy Volume over the term that would have remained if Customer had not defaulted, but in no event shall such price be greater than the price that Customer obtains under any agreement to provide replacement energy at each Customer Location during the term that would have remained if Customer had not defaulted. Regardless of the method or reason for cancellation of the Agreement, you are responsible for payment of all outstanding charges incurred through the date on which the cancellation is effected by the TDSP. The incompetence, sale of business or closure of business shall not relieve you of your obligation under this agreement and you will be responsible for all Cancellation Fees under this agreement.

**8. Billing and Payment:** Buyer will receive from the local LDU a monthly invoice following its meter read date or meter read estimate for services provided under this Agreement. Payment in full is due twenty (20) days from the dated of the invoice. Buyer shall pay via guaranteed funds; cash at an authorized payment location, check, direct debit, electronic data interchange (on terms reasonably acceptable to both Parties), and the amount shown to be due on the bill from the LDU. If any amount of a bill is disputed in good faith, the entire bill shall be paid when due. Overdue payments shall be assessed at the lesser of: (i) a one time late payment penalty not to exceed 1.5% of the total amount due, or (ii) the maximum amount allowed by law. Buyer will be charged \$30.00 for returned payments. If Buyer fails to pay any amount due, Buyer will be responsible for all of APG&E's reasonable costs of collection, including attorney's fees. If the Parties agree to a billing date, such billing date shall be subject to change in the event the Utility implements a meter reading cycle in conflict with the agreed upon billing date. Customer acknowledges that APG&E's ability to bill Buyer is dependent on the Utility's or ISO's ability to furnish APG&E all necessary information including meter readings in the case of scalar meters and recorded data in the case of IDR meters. In the absence of such information from the Utility or ISO, APG&E may bill Buyer based on estimated meter readings. Buyer's bill will be adjusted the following month, or on the next bill after APG&E receives the actual consumption data from the Utility or ISO to reconcile any difference between estimated consumption and actual consumption. APG&E also may include adjustments to any bill at any time to reflect any amounts previously unbilled, or subsequently adjusted or modified, by the Utility or ISO.

**9. Emergency Service:** In the event of an electric or gas emergency or service interruption, you should immediately call your local utility and emergency personnel. You may call APG&E at 1-877-544-4857 to obtain the proper toll free number for emergencies.

**10. Information Release Authorization:** Customer hereby authorizes APG&E to obtain and review information regarding the Customer's consumption history from the LDU. This information may be used by APG&E and any of its affiliates, agents or representatives to determine whether it will commence and/or continue to provide energy supply service to Customer and shall not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to APG&E. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization within 5 business days of signature date with no penalty or at any other time by providing written notice thereof to APG&E or calling APG&E at 1-877-544-4857. APG&E reserves the right to cancel this Agreement in the event Customer rescinds the authorization upon fifteen (15) calendar days' prior written notice.

**11. Dispute Resolution:** In the event of a billing dispute or a disagreement involving any essential element of this Agreement, customer may contact their local LDU. If further assistance is required, customer may contact APG&E in writing at 6161 Savoy Drive, Suite 500, Houston, Texas 77036, or by telephone 1-877-544-4857, from 8am to 5pm Central Standard Time Monday through Friday (except federal and state holidays), Buyer may contact Seller by telephone at 1-877-544-4857 or by email at [CSNY@apgellc.com](mailto:CSNY@apgellc.com) with questions or for complaints. Seller will investigate any complaint in good faith and report the results of its investigation to Buyer. If the matters remain unresolved, each Party shall be entitled to pursue any and all available remedies. Although the New York State Department of Public Service will not directly resolve disputes for nonresidential customers receiving electric power under this Agreement, it will monitor complaints against all energy service companies (ESCOs) and an excessive number of complaints may result in an ESCO no longer being eligible to supply electric power or natural gas in New York State. Any questions and concerns about any ESCO participating in the market you may contact DPS retail access customer line at 1-888-697-7729.

**12. Switching Procedures:** Fixed rate or non-standard variable rate (including but not limited to: price ceiling, insurance and combination fixed/variable) agreements cannot be cancelled by Customer without the prior written approval of APG&E or Customer remains liable as stated in this agreement. It may take up to sixty (60) days for Customer's account(s) to be returned to the LDU depending on LDU cancellation procedures, and Customer is responsible for all APG&E supply charges until Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Customer's distribution service may be suspended if Customer fails to pay APG&E's outstanding balance.

**13. Measurement:** The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDU.

**14. Agency:** Customer appoints APG&E as its agent to acquire the supplies necessary to meet its electricity needs, contract for and administer transportation, transmission and related services over interstate facilities and those of the LDU needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market based compensation is included in the price noted above.

**15. Rights of Non-Defaulting Party:** If either Party defaults, the Non-Defaulting Party may terminate this Retail Power Sales Agreement effective on the date indicated in its notice of termination and shall have the right (i) to withhold any payments due to the Defaulting Party under this Agreement; (ii) to suspend performance on or after the date of termination; and (iii) to the extent allowed by law, disconnect, or cause to be disconnected, each Buyer Location. In the event of disconnection for non-payment, Buyer may be required to pay additional charges to Buyer's Utility. These charges will be itemized on the disconnect notice. If APG&E terminates this Retail Power Sales Agreement for reasons other than non-payment, Buyer shall be transferred to either an ESCO chosen by APG&E or to the Utility, and Buyer shall be notified of the transfer.

**16. Remedies Upon Event of Default:** Event of Default by Buyer. If an Event of Default occurs with respect to Buyer, the Parties agree, that in addition to all amounts Buyer may owe APG&E prior to termination, APG&E's damages shall be the sum of: (i) all remaining un-purchased quantities of electricity of the Contract Volume through the end of the Term ("Remaining Volume"), multiplied by the Contract Price ("Termination Amount") plus (ii) an amount equal to \$.002 per kWh of the Remaining Volume ("Default Fee"), which represents the Parties' estimated amount of the transaction costs to APG&E associated with

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Buyer's default, which are not reasonably able to be determined, and which amount is not a penalty for such default. The Termination Amount and Default Fee shall be immediately due and payable by Buyer to APG&E with ten (10) calendar days following such default; provided, however, that APG&E's right to recover damages is not limited to such amounts.

**17. Force Majeure:** A "Force Majeure Event" shall mean any event or circumstance that prevents either Party from performing its obligations, when such event or circumstance is beyond a Party's control, including, but not limited to, Acts of God; fires, flood, wildlife, storms, lightning, earthquakes, or regional freezing; war or hostile action; acts of the public enemy; civil insurrection, terrorism or sabotage; inability to access the transmission or distribution system, nonperformance of the Utility or NYISO; interruption, suspension or curtailment of firm transmission or delivery service by the Utility, NYISO or other entity; failure, repair or change of or obstruction in transmission and/or distribution equipment; event of Force Majeure of APG&E supplier or suppliers; voltage fluctuations, irregularities, or surges; or good faith compliance with a then valid curtailment, order, regulation or restriction imposed by governmental, military, or lawfully established civilian authorities. Force Majeure shall not include: (a) Buyer's decision to shut down, sell or relocate its facilities; (b) economic loss due to Buyer's loss of markets or customers; or (c) changes in the market prices of fuel, energy or electricity. APG&E does not transmit or distribute electricity to Buyer and does not generate the electricity used or consumed by the Buyer.

**18. Changes in Tariff or Law:** Seller's charges include tariff charges that are set forth by the applicable utility, transmission provider, Regional Transmission Organization ("RTO") or Independent System Operator ("ISO") (e.g. Midwest ISO, New York ISO, PJM Interconnection, Electric Reliability Council of Texas, or ISO New England, or any successors to such entities having jurisdiction), the Federal Energy Regulatory Commission ("FERC"), and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Seller may pass through to Buyer, without markup, (i) any increase or decrease in such tariff charges or (ii) other increase or decrease in Seller's cost to provide electricity that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by and Entity of tariffs, operation protocols, laws, regulations, or other requirements of an Authorized Entity, as applicable. Any such addition to or increase in costs shall be Buyer's obligation.

**19. Confidentiality:** Each Party acknowledges and agrees that the terms or conditions of this Retail Power Sales Agreement, including the fees paid hereunder and the terms of any proposal or any documents provided to Buyer by APG&E in connection with this Sales Agreement, constitute confidential information. Neither Party shall disclose any such confidential information to a third party (other than the Party's employees, counsel, accountants, affiliates or advisors who have a need to know such information and who have agreed to keep such information confidential) without the express prior written consent of the other Party, except in order to comply with any applicable law, regulation or any exchange, NYISO or regional transmission

organization rule or in connection with any court or regulatory proceeding; provided, however, that each Party shall use reasonable efforts to prevent or limit the disclosure of confidential information, and shall immediately notify the other Party of the request for disclosure so as to afford such other Party the opportunity to oppose such disclosure or otherwise obtain a protective order or other relief as may be available. Each Party will cooperate with the other in any attempt to obtain such protections.

**20. Recordings:** Each Party consents to the recording of all telephone conversations between its employees and the employees of the other Party. Any such recordings may be introduced to prove the intent of a transaction; provided, however, that nothing herein shall be construed as a waiver of any objection to the introduction of such evidence on the grounds of relevance. Absent manifest error, any conflict between such a recording and written documentation that is executed by both Parties shall be resolved in favor of such written documentation.

**21. Taxes and Laws.** Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to Customer's performance of its obligations under this Agreement, shall be paid by Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**22. Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement.

**23. Acceptance and Amendments.** This Agreement shall not become effective until accepted by APG&E. APG&E reserves the right to reject Customer or to cancel this Agreement upon failure of Customer to maintain satisfactory credit standing as determined by APG&E, or to meet minimum or maximum threshold consumption levels as determined by APG&E. APG&E may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof.

**24. Emergency Service.** In the event of an electric outage, service interruption or other emergency, Customer should immediately your local distribution company in the specified area. For a listing of local distribution companies, please see below:

Central Hudson:	1-800-527-2714
Consolidated Edison:	1-800-752-6633
New York State Electric and Gas:	1-800-572-1131
Orange & Rockland	1-877-434-4100
Rochester Gas & Electric:	1-800-743-1701
National Grid:	1-800-867-5222

**25. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.



NEW YORK RESIDENTIAL FIXED RATE ENROLLMENT AUTHORIZATION

(PLEASE PRINT CLEARLY)

Check One: [ ] Switching Service [ ] Renewal Existing APG&E Acct #: \_\_\_\_\_

Customer Name \_\_\_\_\_

D.O.B \_\_\_\_\_ DL# \_\_\_\_\_ SS# \_\_\_\_\_

Service Street Address \_\_\_\_\_

County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Utility Account # \_\_\_\_\_ Local Utility Company \_\_\_\_\_

Primary Phone \_\_\_\_\_ Email \_\_\_\_\_

Mailing Address (if different than service address listed above)

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

\*WE MAY NOT PROCESS YOUR REQUEST WITHOUT A VALID DRIVERS LICENSE AND/OR SOCIAL SECURITY NUMBER

Table with 2 columns: Field Name and Description. Fields include Price of Energy, Type of Product, Initial Term, How to rescind this agreement without penalty, Amount of Early Termination Fee, Amount of Late Payment Fee, Provisions for renewal of agreement, and Guaranteed Savings.

APG&E has my permission to use the information I am providing in this form to enroll me for electric service in New York. I affirm that I am at least 18 years of age and legally authorized to switch the electricity provider for the address shown above, and I have received, reviewed, and agree to this Agreement for my utility area.

ESCO Consumer Bill of Rights: By my signature below (facsimile signature accepted as if it were an original), I hereby acknowledge that I have reviewed and received a copy of the New York ESCO Consumer Bill of Rights (attached to this Agreement) and agree to be obligated by the terms and conditions set forth herein and to the Terms of Service Agreement.

Third-Party Disclosures: The Customer further understands that the Customer may be working with an independent agent that is not an employee of APG&E and is not granted any right or authority or responsibility expressed, implied or apparent on behalf of or in the name of APG&E to bind or act on behalf of APG&E.

Authorized Name \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

APPROVAL: APG&E Authorized Signature \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Indep. Broker Code: NY \_\_\_\_\_

## **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
  - conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumer Bill of Rights), in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to <http://www.dps.state.ny.us/resright.html>.

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.state.ny.us>.

You can find more information about your energy alternatives by visiting: [www.askpsc.com](http://www.askpsc.com).





# APG&E

## New York Residential Fixed Rate Sales Agreement and Terms of Service

The following is your Terms of Service Agreement ("Agreement") with AP Gas & Electric (NY), LLC dba APG&E for the purchase of electricity. Please retain this Agreement for your records.

**1. Definitions.** Set forth below are the definitions of certain terms that are incorporated into this Agreement. If you need more help with definitions, please refer to the New York Public Service Commission.

- **Agreement** - This Sales Agreement Disclosure and Terms of Service, Customer Agreement and Enrollment Authorization, as it may be amended or restated from time-to-time.

- **Commission** - The New York Public Service Commission.

- **Default Service Provider** - The company providing generation services to those who do not choose another supplier, are unable to find a supplier willing to serve them, or, for some reason, no longer receive generation services from another supplier.

- **Distribution Charges** - Part of the charge on each customer's bill for delivering electricity from your LDU to your home or business. The Distribution Charge is regulated by the Commission. It will vary according to how much electricity you use and is inclusive of all charges imposed by the LDU on APG&E.

- **LDU** - An abbreviation for "Local Distribution Utility."

- **Electric Generation Service Charge** - Part of the total charge on each customer's bill for the generation of (producing) electricity. Generation service is competitively priced and is not regulated by the Commission. This charge includes those services necessary to support the transmission of capacity and energy from resources to loads, while maintaining reliable operation of the transmission provider's transmission system. This charge depends on the contract between the customer and the supplier. This is included in the price that APG&E charges you, as described in Section above.

- **Initial Term** - In this Agreement, this is the time period during which you will receive a fixed price, as described in the Enrollment Authorization.

- **kWh** - An abbreviation for the basic unit of measure of electric energy, "kilowatt hours".

**2. Agreement to Purchase Energy.** The Customer hereby appoints APG&E as its limited agent for the purpose of acquiring the supplies necessary to meet its electricity needs, arranging, contracting for and administering transmission and related services over interstate facilities and those of the LDU needed to deliver electricity to the Customer's premises. Delivery of electricity to the Customer's premise, and maintenance of the electric delivery system is provided by your LDU. The LDU charges are not included in the APG&E price per kWh on your Enrollment Authorization, and will be listed as a separate line item on the Customer invoice. APG&E agrees to sell and the Customer agrees to purchase and accept the quantity of electricity necessary to meet the Customer's requirements based upon consumption data obtained by APG&E or the delivery schedule of the LDU.

**3. Term.** The term shall commence as of the date the change of provider to APG&E is deemed effective by the LDU and shall continue for the number of months thereafter ("Initial Term"), as indicated by the Agreement Term on the Enrollment Authorization. Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms, unless APG&E sends the Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising the Customer

of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. If you wish to reject the renewal of this Agreement without incurring an early cancellation fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Renewal Term to cancel by calling APG&E. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call APG&E or call their delivery company to terminate the agreement. APG&E may terminate this Agreement by providing at least fifteen (15) days' written notice to the Customer.

**4. Price.** APG&E's rate for residential customers is set forth on your Enrollment Authorization form as a price per kWh. The price includes your Electric Generation Service Charges. This rate is for electric service only and does not include any LDU charges for the delivery of electricity. The price includes your gross receipt taxes. The Customer acknowledges that the final invoiced price per kWh may include the following: (i) price per kWh on the Enrollment Authorization and (ii) all applicable taxes (whether sales, use, excise or otherwise) which APG&E is required by law to collect from the Customer and to remit to the appropriate governmental authorities (Gross Fixed Rate). Your electricity service charges may be calculated as follows (example): Gross Fixed Rate per kWh x total kWh consumed + Distribution Charges + all other applicable taxes.

Payment will be due and payable as specified in the LDU bill. Budget, level, or other billing options may be available from the Customer's LDU, as provided in the Home Energy Fair Practices Act ("HEFPA"). The Customer payments remitted in response to the LDU's consolidated bill shall be pro-rated in accordance with procedures adopted by the Public Service Commission ("PSC"). After the expiration of your term, your service shall continue on a month-to-month basis until terminated either by you or APG&E. At the end of your service term your price per kWh will vary month-to-month and will be at APG&E's variable rate.

**5. Cancellation:** The Customer may rescind this Agreement within 3 business days after receipt of this Agreement. However, if you cancel this Agreement for any other reason before the end of the initial term you will be assessed an early termination fee. There is no early termination fee for variable rate service. If fixed rate service, the termination fee will not exceed: (a) one hundred dollars (\$100.00) for any contract with a remaining term of less than twelve months; (b) two hundred dollars (\$200.00) for any contract with a remaining term of twelve months or more.

**6. Consumer Protections.** The services provided by APG&E are protected by the terms and conditions of this Agreement and the Home Energy Fair Practices Act ("HEFPA"). APG&E will provide at least fifteen (15) calendar days notice prior to any cancellation of service to the Customer. In the event of non-payment of any charges owed to APG&E, the Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the New York State Department of Public Service ("DPS"). The Customer may obtain additional information by contacting the DPS at 1-888-697-7729, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. The DPS will monitor complaints against all energy companies, and an

excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State.

**7. Emergency Service.** In the event of an electric emergency or service interruption, you should immediately call your local utility and emergency personnel. You may call APG&E at 1-866-855-4448 to obtain the proper toll free number for emergencies.

**8. Information Release Authorization.** The Customer hereby authorizes APG&E to obtain and review information regarding the Customer's consumption history from the LDU. This information may be used by APG&E and any of its affiliates, agents or representatives to determine whether it will commence and/or continue to provide energy supply service to the Customer and shall not be disclosed to a third-party unless required by law. The Customer's execution of this Agreement shall constitute authorization for the release of this information to APG&E. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. The Customer may rescind this authorization within three (3) business days of receipt of the Agreement with no penalty by providing written notice to APG&E or calling APG&E at 1-866-855-4448. If the Customer cancels this Agreement at any other time during the term of this Agreement, the Customer shall be subject to an Early Termination Fee. APG&E reserves the right to cancel this Agreement in the event the Customer rescinds the authorization.

**9. Dispute Resolution.** In the event of a billing dispute or a disagreement involving any essential element of this Agreement, the customer may contact their local LDU. If further assistance is required, the customer may contact APG&E in writing at 6161 Savoy Drive, Suite 500, Houston, Texas 77036, or by telephone at 1-866-855-4448. The Customer may also contact DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or emailed to [CSNY@apgellc.com](mailto:CSNY@apgellc.com). Payment obligation for disputed amounts will be withheld until such dispute is resolved through mutual agreement or as warranted by DPS decision.

**10. Switching Procedures.** Fixed rate or non-standard variable rate (including but not limited to: price ceiling, insurance and combination fixed/variable) agreements cannot be cancelled by the Customer without the prior written approval of APG&E or the Customer remains liable as stated in this Agreement. It may take up to sixty (60) days for the Customer's account(s) to be returned to the LDU depending on LDU cancellation procedures, and the Customer is responsible for all APG&E supply charges until the Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading. Pursuant to HEFPA, the Customer's distribution service may be suspended if the Customer fails to pay APG&E's outstanding balance.

**11. Measurement.** The parties accept for purposes of accounting for electricity supplied under this Agreement, the quantity, quality, and measurement determined by the LDU.

**12. Agency.** The Customer appoints APG&E as its agent to acquire the supplies necessary to meet its electricity, contract for and administer transportation, transmission and related services over interstate facilities and those of the LDU needed to deliver electricity to the Customer's premises.

**13. Billing and Payment.** Unless otherwise agreed to in writing, your LDC will invoice monthly for electricity supplied under this Agreement. The Customer will pay each invoice in full within twenty

(20) days of the invoice date or be subject to a late payment charge of 1.5% per month. A \$30.00 fee will be applied for returned checks. The Customer may receive a single bill for both commodity and delivery costs from either APG&E or the LDU, or each of the LDU and APG&E may invoice separately. The Customer payments remitted in response to a consolidated bill shall be pro-rated in accordance with procedures adopted by the DPS. In the event of failure to remit payment when due, APG&E will have the right to terminate commodity service and to seek suspension of distribution service in conformance with HEFPA.

**14. Default Liability.** FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY IS PROVIDED, SUCH EXPRESS REMEDY SHALL BE THE SOLE AND EXCLUSIVE REMEDY. THE BREACHING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER DAMAGES AT LAW OR IN EQUITY SHALL NOT APPLY. IF NO EXPRESS REMEDY IS PROVIDED, APG&E'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY (WHICH WILL NOT EXCEED THE AMOUNT OF CUSTOMER'S SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE MONTHS). SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES AT LAW OR IN EQUITY ARE HEREBY WAIVED. IN NO EVENT SHALL CUSTOMER OR APG&E BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM A BREACH OF THIS AGREEMENT.

**15. Contact Information.** Customer Satisfaction is the cornerstone of APG&E's business strategy. If you have any questions or concerns about your electric service or charges on your invoice, please contact APG&E's Customer Care Team at 1-866-855-4448 (toll free), Monday through Friday 9:00 AM – 6:00 PM Eastern Time, or write to APG&E at: 6161 Savoy Drive, Suite 500, Houston, TX 77036.

New York Public Service Commission Contacts (toll free):

Electric Shutoff (Hotline) 1-800-342-3355

Electric Billing Service Complaints 1-800-342-3377

Energy Service Company (ESCO) Complaints 1-888-687-7728

Hearing and Speech Impaired: 1-800-662-1220

**16. Governing Law.** Venue for any lawsuit brought to enforce any term or condition of this agreement or to construe the terms hereof shall be exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York. If at some future date there is a change in any law, rule, regulation or pricing structure, or there is a regulatory or judicial ruling or decision which shall have a detrimental economic impact upon APG&E's performance under this Agreement, or in the event that compliance with such change, ruling or decision shall result in a material change in the way prices are calculated under this Agreement, or a material change in the level of components of pricing under this Agreement, or APG&E is otherwise prevented, prohibited or frustrated from carrying out this Agreement, APG&E shall have the right to terminate this Agreement upon fifteen (15) days' notice.

**17. Assignment.** The Customer may not assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of APG&E. APG&E may, without the Customer's consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial agreement; (b) transfer or assign this Agreement to an Energy Service Company (ESCO) affiliate of APG&E; (c) transfer or assign this Agreement to

any ESCO succeeding to all or substantially all of the assets of APG&E; and/or (d) transfer or assign this Agreement to another approved ESCO or other entity authorized by the DPS. Upon any such assignment, the Customer agrees that APG&E shall have no further obligations hereunder.

**18. Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

**19. No Warranties.** Unless otherwise expressly set forth in this Agreement, APG&E provides and the Customer receives no warranties, express or implied, statutory, or otherwise and APG&E specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**20. Delay or Failure to Exercise Rights.** No partial performance, delay or failure on the part of APG&E in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.

**21. Force Majeure.** The term "Force Majeure" shall mean any cause not reasonably within the control of the Party claiming suspension and which by the exercise of due diligence, such Party is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a Force Majeure by the LDU or any transportation or transmitting entity. If either party is unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, such party shall give immediate written notice, to the maximum extent practicable, to the other party. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and such party shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. The party claiming suspension of obligations must in good faith attempt to mitigate and/or terminate the Force Majeure.

**22. Taxes and Laws.** Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, nature and description, due and payable with respect to the Customer's

performance of its obligations under this Agreement, shall be paid by the Customer. The parties' obligations under this Agreement are subject to present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**23. Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein are superseded by this Agreement

**24. Acceptance and Amendments.** This Agreement shall not become effective until accepted by APG&E. APG&E reserves the right to reject the Customer or to cancel this Agreement upon failure of the Customer to maintain satisfactory credit standing as determined by APG&E, or to meet minimum or maximum threshold consumption levels as determined by APG&E. APG&E may amend the terms of this Agreement at any time, consistent with any applicable law, rule or regulation, by providing notice to the Customer of such amendment at least thirty (30) days prior to the effective date thereof.

**25. Emergency Service.** In the event of an electric outage, service interruption or other emergency, the Customer should immediately their LDC in the specified area. For a listing of local distribution companies, please see below:

Central Hudson:	1-800-527-2714
Consolidated Edison:	1-800-752-6633
New York State Electric and Gas:	1-800-572-1131
Orange & Rockland	1-877-434-4100
Rochester Gas & Electric:	1-800-743-1701
National Grid:	1-800-867-5222

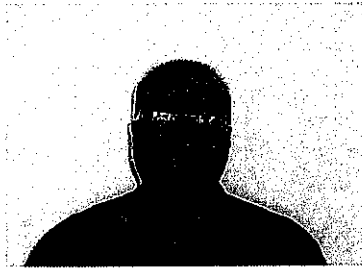
**26. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.



# EXHIBIT C



**An authorized ESCO OF The  
Retail Choice Program**



**Rahim Visram**  
**Energy Consultant**  
**Agent Code: 001**

This card certifies that the holder is an authorized Energy Consultant  
representing APG&E,

**(866) 855-4448**



# EXHIBIT D

REDACTED



# EXHIBIT E



**February 22, 2001**

Reggie Miles  
179 Graham Ave 3R  
Brooklyn, NY 11206

**ASSIGNMENT OF SALES AGREEMENT  
(Important Notification Regarding Your Electric Account)**

To Valued Customer,

Effective your next meter read date, APG&E will no longer provide electric service for your address. Your electricity sales agreement has been assigned to \_\_\_\_\_(ESCO).

You have the right to choose another ESCO or be returned to the "Utility", or elect the "Utility" to choose an ESCO for you within thirty (30) days. To explore your choices of other ESCO's, please visit [www.PowerYourWay.com](http://www.PowerYourWay.com) for a full listing.

Until you choose another ESCO, your services and billing will be provided by the ESCO that your electricity service agreement has been assigned to as stated in this notice and you are subject to their terms.

If you should have any questions, please do not hesitate to contact us in writing and submit either via email, at [csny@apgelle.com](mailto:csny@apgelle.com), or via US Mail to our corporate office at: 6161 Savoy, Ste 500, Houston, Texas 77036.

Sincerely,

Customer Service  
APG&E





**February 22, 2011**

Reggie Miles  
179 Graham Ave 3R  
Brooklyn, NY 11206

**ESCO TRANSFER NOTICE**  
**(Important Notification Regarding Your Electric Account)**

To Valued Customer,

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and APG&E, all of APG&E'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 should have any questions, please do not hesitate to contact us in writing and submit either via email, at [csny@apgellc.com](mailto:csny@apgellc.com), or via US Mail to our corporate office at: 6161 Savoy, Ste 500, Houston, Texas 77036.

Sincerely,

Customer Service  
APG&E



**February 22, 2011**

Reggie Miles  
179 Graham Ave 3R  
Brooklyn, NY 11206

**DISCONTINUANCE OF SERVICE**  
**(Important Notification Regarding Your Electric Account)**

To Valued Customer,

Effective fifteen (15) calendar days from the date of this notice APG&E will discontinue service for your address.

You have the right to 1) choose another ESCO, 2) be returned to the “Utility” or 3) elect to have the “Utility” to choose an ESCO for you. To explore your choices of other ESCO’s please visit [www.PowerYourWay.com](http://www.PowerYourWay.com) for a full listing.

Until you choose another ESCO you will be billed by the “Utility” and are subject to their terms.

If you should have any questions, please do not hesitate to contact us in writing and submit either via email, at [csny@apgelc.com](mailto:csny@apgelc.com), or via US Mail to our corporate office at: 6161 Savoy, Ste 500, Houston, Texas 77036.

Sincerely,

Customer Service  
APG&E



# EXHIBIT F



Acct # 0801010001	
Bill Date: 02/05/2008	Bill # 0802180001
Amount Due: \$ 66.71	Due By: 02/25/2008
Amount Due After 02/25/2008: \$ 67.71	
Amount Enclosed: \$	
Please make checks payable to : API	

Reggie Miles  
179 Graham Ave #3R  
Brooklyn, NY 11206

APG&E  
6161 Savoy Dr Ste 240  
Houston, TX 77036

Acct # 0801010001 Bill # 0802180001 Bill Date: 02/05/2008 Page: 1 of 1  
Reggie Miles

Reggie Miles  
179 Graham Ave #3R  
Brooklyn, NY 11206

Con Edison Acct # 62-2315-1518-0003-4  
179 Graham Ave #3R Brooklyn, NY 11206



Questions or Comments  
1-866-855-4448

Email:  
CSNY@apgellc.com  
web: www.apgellc.com

For Outages / Emergencies Call:  
Con Edison  
(800) 752-6633

Welcome and Thank You for  
Choosing APG&E!!!  
We look forward to providing all of  
your electric needs!

Meter	Mult	Curr. Read	Read Type	Prev. Read	kWh	Energy Cost
1543335	10	386	ACT	364	220	\$0.082713

Bill Date: 02/05/2008 Bill Period - 01/02/2006 thru 01/06/2006

Prev. Balance	New Charges	Payments/Adj.	Due Amount	Due By
\$0.00	\$66.71	\$0.00	\$66.71	2/26/2008

**Current Charges**

Electric

Residential kWh - 220 kWh.....	\$18.20
Energy Delivery Charge.....	\$43.39
Taxes	
Sales Tax.....	\$5.12

**Payments and Adjustments**

Previous Balance.....	\$0.00
Payments and Adjustments	
Total Payments/Adjustments.....	\$0.00
Total New Charges .....	\$66.71

**Total Due .....** \$66.71



# EXHIBIT G



## **Authorization to Obtain Historical Usage and Credit Information**

- **For pricing purposes, APG&E may request the customer to authorize APG&E to receive historical usage information for their account. Attached is APG&E's LOA (Letter of Authorization) for historical usage. Once executed, APG&E will request historical usage information from the "Utility".**
- **After execution of the Residential or Commercial Enrollment Authorization form, the customer acknowledges that APG&E will perform a credit check using one or more of the major credit bureaus. Once the credit check has been completed and the customer has been notified if there is a deposit required or not, an order to have services switched will be submitted to the "Utility". With the request for enrollment, APG&E will request historical usage to be sent to APG&E.**
- **Any information obtained from the credit bureaus will remain confidential and not be disclosed to the customer under any circumstance.**
- **Any historical information received from the "Utility" on behalf of the location will be used for informational and/or pricing purposes.**



**APG&E LETTER OF AUTHORIZATION FOR THE  
REQUEST OF HISTORICAL USAGE INFORMATION (NY)**

Date: \_\_\_\_\_

**LDC (Check LDCs that apply to request)**

- |  |  |
|--|--|
| <input type="checkbox"/> Con Edison                      | <input type="checkbox"/> Central Hudson    |
| <input type="checkbox"/> New York State Electric and Gas | <input type="checkbox"/> Orange & Rockland |
| <input type="checkbox"/> Rochester Gas & Gas             | <input type="checkbox"/> National Grid     |

Please accept this letter as a formal request and authorization for the above referenced Local Distribution Company (LDC) to release energy usage data, including kWh, kVA or KW, and interval data (if applicable) at the following location(s) to AP Gas & Electric (NY), LLC dba APG&E. This information request shall be limited to no more than the most recent 12-month period of service. If the customer account(s) are IDR accounts, please indicate whether summary level and/or interval data is required.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Summary Billing Data Only | <input type="checkbox"/> Interval Data Only | <input type="checkbox"/> Both Summary and Interval Data |
|--|---|---|

If an attachment is used, please use a separate attachment per LDC with the customer account numbers that are specific to a LDC. LDC will reject if customer account numbers are submitted that are not associated with their territory.

Service Address

Customer Account # (found on bill)

_____	_____
_____	_____
_____	_____
_____	_____

Please forward usage and load information in electronic (Microsoft Excel) format to:

E-mail: loany@apgellc.com

**AUTHORIZATION**

I affirm that I have the authority to make and sign this request on behalf of my company for all Customer Accounts that are associated with this request.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Name, printed)

\_\_\_\_\_  
(Billing Street Address)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Email Address)

\_\_\_\_\_  
(Telephone Number)



# EXHIBIT H

## REDACTED





# EXHIBIT I



# EXHIBIT J



## Residential Payment Agreement

Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account# \_\_\_\_\_

The total Amount owed to AP Gas & Electric (TX), LLC dba APG&E for this account as of **February 10, 2011** is **\$63.26**.

APG&E 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 February 25, 2011 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, APG&E may terminate service. If you do not sign this agreement or pay the total amount due of **\$63.26** by **February 25, 2011**, APG&E 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 APG&E at 1-866-855-4448.**

### Payment of Outstanding Balance:

**Your current monthly budget amount is: \$10.00**

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 APG&E. If you and Consolidated Edison 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 February 25, 2011. If it is not signed and returned, your service may be terminated. Please return to: Fax 1-888-461-2209 or 6161 Savoy Drive, Suite 500, Houston, Texas 77036**



**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	\$	_____
	\$	_____
	\$	_____

Customer Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Please return to: Fax 1-888-461-2209 or 6161 Savoy Drive, Suite 500, Houston, Texas 77036**



## BUDGET BILLING PLAN

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Account# \_\_\_\_\_

Under this Plan, AP Gas & Electric (TX), LLC dba APG&E 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 **\$10.00 per month** for the 12 month period starting with the billing cycle commencing on **February 25, 2011** and ending on **February 25, 2012**.

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 \_\_\_\_\_ 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 Plan shall be subject to regular review for conformity with actual billings. APG&E reserves the right to recalculate such monthly payment to reflect either (a) an increase or decrease in consumption beyond the average monthly consumption.

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, APG&E 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 APG&E 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:**

Customer Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Please return to: Fax 1-888-461-2209 or 6161 Savoy Drive, Suite 500, Houston, Texas 77036**

**Return one signed copy to APG&E by 2/25/2011.**



## QUARTERLY BILLING PLAN

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Account# \_\_\_\_\_

Under this plan, AP Gas & Electric (TX), LLC dba APG&E 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 **February 25, 2010** and ending on **February 25, 2011**, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on **April 1, 2011** covering actual charges incurred during the 3-month period **January 1, 2011** to **April 1, 2011**, and you will receive quarterly bills thereafter on or before **July 1, 2011**, **August 1, 2011**, and **January 1, 2012** 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! I would like Quarterly Billing:**

Customer Signature: \_\_\_\_\_ Date \_\_\_\_\_

**Please return to: Fax 1-888-461-2209 or 6161 Savoy Drive, Suite 500, Houston, Texas 77036**

**Return one signed copy to APG&E by 2/25/2011.**



**February 25, 2011**

Reggie Miles  
179 Graham Ave 3R  
Brooklyn, NY 11206

### **Past Due Reminder Notice**

CUSTOMER NAME: Reggie Miles  
PREMISE ADDRESS: 179 Graham Ave 3R, Brooklyn, NY 11206  
ACCOUNT NUMBER: 12345678

To Valued Customer,

On **February 10, 2011** you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of **10.00** by **February 25, 2011** and regular payments of **\$10.00** 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 **(866)855-4448** 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 APG&E for this account as of February 25, 2011 is: \$62.36.**

Sincerely,

Customer Service  
APG&E



**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS**  
**INABILITY TO PAY**

APG&E  
6161 Savoy Drive, Suite 500  
Houston, Texas 77036  
1-866-855-4448

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Account#: \_\_\_\_\_

Customer has been sent a final notice of termination. If the total payment due of **\$63.26** is not paid by **February 10, 2011**, termination of service may occur anytime after **March 10, 2011**.





Reggie Miles  
179 Graham Ave 3R  
Brooklyn, NY 11206

**FINAL TERMINATION NOTICE MARCH 10, 2011 DATE**

CUSTOMER NAME: Reggie Miles  
PREMISE ADDRESS: 179 Graham Ave 3R, Brooklyn, NY 11206  
ACCOUNT NUMBER: 12345678

Dear Valued Customer:

By letter dated February 10, 2011, APG&E notified you that your failure to remit the past due amount of \$62.36 by February 25, 2011 would result in APG&E terminating your service. Our records indicate that we have not received your payment. Please remit \$62.36 or your service will be terminated after March 10, 2011.

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 \$62.36 BY MARCH 10, 2011 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 (866) 855-4448. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

APG&E  
Credit and Collections



Reggie Miles  
179 Graham Ave 3R  
Brooklyn, NY 11206

**FINAL SUSPENSION NOTICE MARCH 10, 2011 DATE**

CUSTOMER NAME: Reggie Miles  
PREMISE ADDRESS: 179 Graham Ave 3R, Brooklyn, NY 11206  
ACCOUNT NUMBER: 12345678

Dear Valued Customer,

**YOUR ELECTRIC SERVICE IS SUBJECT TO SUSPENSION after March 10, 2011.**

**To avoid suspension please remit \$62.36 by March 10, 2011. If your service is suspended you must pay \$25.00 to resume service.**

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

**PLEASE NOTE THAT SUSPENSION OF YOUR CONSOLIDATED EDISON CAN ACCOMPANY THE TERMINATION OF ESCO SERVICE EVEN IF YOUR Local Distribution Company SERVICE IS CURRENT.**

**PLEASE REMIT \$62.36 BY MARCH 10, 2011 TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.**

Sincerely,

APG&E  
Credit and Collections



# EXHIBIT K

REDACTED



# EXHIBIT L



# EXHIBIT M

**New York State Department of Public Service**


**Energy Service Company (ESCO)**

**TRIENNIAL RETAIL ACCESS APPLICATION FORM**

**ENVIRONMENTAL DISCLOSURE PROGRAM**

**ATTESTATION**

I, **Robert Brown, VP of Legal and Regulatory**, hereby attest that **AP Gas & Electric (TX), LLC**, will comply with the requirements of the New York State's Environmental Disclosure Program for ESCO's electric customers.

  
\_\_\_\_\_  
**Robert Brown – VP Legal and Regulatory**

**May 3, 2017**  
**Date**



# EXHIBIT N



**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 \_\_\_\_\_

Company Name \_\_\_\_\_

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

**President** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Vice President / Director of Customer Service** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Primary Regulatory Complaint Manager** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Secondary Regulatory Complaint Manager** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
\_\_\_\_\_  
Email Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ 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:** \_\_\_\_\_ **Fax:** \_\_\_\_\_