



10/03/2018

Hon. Kathleen H. Burgess
Secretary
NYS Public Service Commission
Three Empire State Plaza
Albany, NY 12223

RE: Matter Number 14-02554- New York ESCO Triennial Filing

Dear Secretary Burgess,

Pursuant to Uniform Business Practice Section 2.B, please find Falcon Energy, LLC's Triennial Filing. Thank you.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Michael Reiss".

Michael Reiss
Director of Compliance
516-634-2155
mreiss@plymouthenergy.com

DocuSigned by:
A digital signature box containing the name "Michael Reiss" in a cursive font.
MICHAEL REISS

Director of compliance
10/22/2018 | 10:49 AM EDT

Falcon Energy, LLC

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Department of
Public Service

ENERGY SERVICE COMPANY (ESCO) RETAIL ACCESS APPLICATION FORM

1. Business Information

Business Name: Falcon Energy, LLC

Address: 920 Railroad Ave.

City: Woodmere

State: NY

Zip: 11598

Telephone: 516-734-0408

Fax: 516-295-1417

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

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:

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: Shyam Persaud, CFO

Address: 920 Railroad Ave.

City: Woodmere

State: NY Zip: 11598

Telephone: 516-734-0408

Fax: 516-295-1417

Email Address: spersaud@plymouthenergy.com

Regulatory Contact

Name and Title: Michael Reiss, Director of Compliance & Regulatory Affairs

Address: 920 Railroad Ave.

City: Woodmere

State: NY Zip: 11598

Telephone: (516) 634-2155

Fax: 516-295-1417

Email Address: mreiss@plymouthenergy.com

Marketing Contact

Name and Title: Michael Reiss, Director of Compliance & Regulatory Affairs

Address: 920 Railroad Ave.

City: Woodmere

State: NY Zip: 11598

Telephone: (516) 634-2155

Fax: 516-295-1417

Email Address: mreiss@plymouthenergy.com

Power to Choose Website Information

Website Address: PlymouthEnergy.com

Customer Service Email Address: customercare@plymouthenergy.com

Toll Free Number: 1-800-327-6937

Vendor Contact (e.g. EDI Vendor)

Vendor Name: Latitude Technologies

Address: 3345 Silverstone Drive, Suite A

City: Plano

State: TX

Zip: 75023

Contact Name: Mary Do

Telephone: 972-519-5451 ext. 116

Fax: 972-596-1384

Email Address: mary@latitudetech.net

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.

DocuSigned by:
Signature: 
CF9F4B2D897C4A8...

Print Name: Michael Reiss

Title: Director of compliance

Date: 10/22/2018 | 10:49 AM EDT

Company Name: Falcon Energy LLC.

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a
Con Edison	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a
Corning Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a
National Grid Long Island	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a	n/a	n/a
National Grid (Downstate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input checked="" type="checkbox"/>	n/a
National Grid (Upstate)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a
National Fuel Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a	<input type="checkbox"/>
NYSEG	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a
Orange & Rockland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a
Rochester Gas & Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a
St. Lawrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a

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

ATTACHMENT A

Copy, and proof of acceptance, of your registration with the NYS Department of State.

See attached

PLYMOUTH ROCK ENERGY
ATTN JESSICA
920 RAILROAD AVE
WOODMERE NY 11598

CUST REF: UPS

Enclosed is the information you requested. Your payment of \$100.00 is hereby acknowledged.

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

**State of New York
Department of State } ss:**

I hereby certify, that FALCON ENERGY LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 07/30/2008, and that the Limited Liability Company is existing so far as shown by the records of the Department.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 17th day of October two
thousand and eighteen.*

A handwritten signature in black ink, appearing to read "B. Fitzgerald", is written over a horizontal line.

*Brendan W. Fitzgerald
Executive Deputy Secretary of State*

Attachment B

Sales Agreements with Terms and Conditions and Disclosure Statement



New York Natural Gas Firm Commercial Service Agreement

Customer Information

Name	Date	04/10/2018
Address	Contract Term	___ months beginning ___/___/___ or the first available meter read thereafter.
Email	Type	
Phone	Contract Volume	
SS#/EIN#		

Account Information

See Schedule A for a list of the Utility Accounts covered under this agreement

Customer Disclosure Statement

Price	Fixed, NYMEX+ or Variable rate per therm/CCF plus applicable taxes, and plus any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
How the price is determined	Fixed rate of \$_____ per therm/CCF plus applicable taxes, in addition to any costs and expenses resulting from a Change in Law in accordance with paragraph 18 of this Agreement.
Length of the agreement and end date	___ months beginning ___/___/___ or the first available meter read thereafter.
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed or NYMEX+ service, the projected amount of the commodity to be consumed by Customer for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which Plymouth can sell such gas following the termination.
Amount of Late Payment Fee	Customer will pay 1.5% on overdue balances not received by Plymouth within 15 days of the date of the bill.
Provisions for renewal of the agreement	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at a variable monthly rate unless Plymouth obtains customer's authorization after customer has received written notification of any proposed changes to such terms at least 45 days but no more than 90 days prior to the renewal date (the "Renewal Term"). Customer shall retain the right to renew, terminate or renegotiate this Agreement prior to the anniversary date of the renewal period.
Guaranteed Savings	This agreement offers no guaranteed savings
Consolidated Billing	Plymouth supply charges will be presented on the utility invoice

Invoice Information

Invoices for the Utility Accounts on this Agreement will be sent to:

General Terms and Conditions

1. Agreement to Sell and Purchase Energy. This is an agreement between Plymouth Rock Energy, LLC ("Plymouth") and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Plymouth (the "Agreement"). Subject to the terms and conditions of this Agreement, Plymouth agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Plymouth, necessary to meet Customer's requirements based upon consumption data obtained by Plymouth or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Plymouth or the LDU's delivery schedule. The LDU will continue to deliver the natural gas supplied by Plymouth.

2. Term. This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Plymouth is deemed effective by the LDU, and shall continue for ___ months beginning ___/___/___ or the first available meter read thereafter (the "Initial

Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at a variable monthly rate, unless Plymouth sends 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 45 days and no more than 90 days prior to the renewal date, apprising 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. While receiving service on a month-to-month basis, Customer or Plymouth may cancel or terminate this Agreement so long 30 days' advance written notice of termination is provided to the other party.

Contract rates and service start will be in line with the utility account's associated switching rules and meter read cycles.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement as specified above, shall be a fixed price per therm/CCF as agreed to above, plus all applicable taxes. Price includes line loss.

Plymouth will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDU, and Customer will pay each invoice in full within 15 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Plymouth or the LDU, or each of the LDU and Plymouth may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). Plymouth may assign and sell Customer accounts receivable to LDU. Failure to make full payment of Plymouth charges due on any consolidated bill prepared by the LDU for Plymouth will be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

Usage Allowance: In the event that usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by 25 percent or more, the Customer may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by 25 percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs and/or balancing costs. Base Load usage is shown in Schedule B for reference.

Early Termination: If there is a material adverse change in the business or financial condition of Customer (as determined by Plymouth at its discretion), or if Customer fails to pay each invoice in full within 20 days of the invoice date, or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Plymouth may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if Plymouth terminates this Agreement due to Customer's breach, and the Agreement is for fixed price service, the Customer shall pay Plymouth, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by Plymouth of the fixed price at the date of termination; and (ii) the difference between the Customer's annual usage for the 12 month period from the date of termination and the level of usage during the current Term or Renewal Term under this Agreement.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Plymouth. Plymouth may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

5. Information Release Authorization. CUSTOMER AUTHORIZES PLYMOUTH TO OBTAIN AND REVIEW INFORMATION REGARDING CUSTOMER'S CREDIT HISTORY FROM CREDIT REPORTING AGENCIES AND THE FOLLOWING INFORMATION FROM THE LDU: CONSUMPTION HISTORY; BILLING DETERMINANTS; ACCOUNT NUMBER; CREDIT INFORMATION; PUBLIC ASSISTANCE STATUS; EXISTENCE OF MEDICAL EMERGENCIES, STATUS AS TO WHETHER CUSTOMER HAS A MEDICAL EMERGENCY, IS HUMAN NEEDS, ELDERLY, BLIND OR DISABLED AND DATA APPLICABLE TO COLD WEATHER PERIODS UNDER PSL § 32 (3); AND INFORMATION PERTAINING TO PSL § 33, TAX STATUS AND ELIGIBILITY FOR ECONOMIC DEVELOPMENT OR OTHER INCENTIVES. THIS INFORMATION MAY BE USED BY PLYMOUTH TO DETERMINE WHETHER IT WILL COMMENCE AND/OR CONTINUE TO PROVIDE ENERGY SUPPLY SERVICE TO CUSTOMER AND WILL 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 PLYMOUTH. THIS AUTHORIZATION WILL REMAIN IN EFFECT DURING THE INITIAL TERM AND ANY RENEWAL TERM. CUSTOMER MAY RESCIND THIS AUTHORIZATION AT ANY TIME BY PROVIDING WRITTEN NOTICE THEREOF TO PLYMOUTH OR BY CALLING PLYMOUTH AT 1-866-539-6450. PLYMOUTH RESERVES THE RIGHT TO CANCEL THIS AGREEMENT IN THE EVENT CUSTOMER RESCINDS THE AUTHORIZATION.

6. Consumer Protections. The services provided by Plymouth to Customer are governed by the terms and conditions of this Agreement. Plymouth will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Plymouth at 1-855-327-6937 or the DPS at 1-888-697-7728 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 www.dps.ny.gov.

7 Cancellation. Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to LDU commodity supply service, and Customer is liable for all Plymouth charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered within forty-five (45) 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.

8. Agency. Customer hereby designates Plymouth as agent to: (a) arrange and administer contracts and service agreements between Customer and Plymouth and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDU for the transportation of the Customer's natural gas supplier from the Delivery Points to the Customer's end-use premises, (c) and aggregate Customer's natural gas supplier with such supplies of other customers served by Plymouth to maintain qualification for LDU transportation service and resolve imbalances that may arise during the term of this Agreement. Plymouth as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDU and in response to information provided by the LDU. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDU. Plymouth agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and Plymouth agree that title to, control of, and risk of loss of natural gas supplied under this Agreement will transfer from Plymouth to the Customer at the delivery point(s). Customer and Plymouth agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, city, county or other taxing authority where Customer's service address is located. Plymouth will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the natural gas provided hereunder.

10. Warranty. This Agreement, including applicable attachments, as written constitutes the entire Agreement between Customer and Plymouth. Plymouth makes no representations or warranties other than those expressly set forth in this Agreement, and Plymouth expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

11. Force Majeure. Plymouth will make commercially reasonable efforts to provide natural gas hereunder but Plymouth does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Plymouth ("Force Majeure Events") may result in interruptions in service. Plymouth will not be liable for any such interruptions caused by a Force Majeure Event, and Plymouth is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, curtailment by Customer's LDU or Plymouth transportation capacity, or Customer's LDU appropriation of natural gas, etc., changes in laws, rules, or regulations of any governmental authority or any other cause beyond Plymouth's control. Should the parties have cause to claim for majeure, the claiming party will notify the other party, in writing, of the causes of such events, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relation to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

12. Liability. The remedy in any claim or suit by Customer against Plymouth will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Plymouth or Customer be liable for consequential, incidental, indirect, special or punitive damages. These

limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13. Contact Information. Customer may contact Plymouth's Customer Service Center at 1-855-327-6937, Monday through Friday 8:00 a.m. - 8:00 p.m. EST (contact center hours subject to change). Customer may write to Plymouth at: Plymouth, 920 Railroad Ave, Woodmere, N.Y. 11598.

14. Dispute Resolution. In the event of a billing dispute or disagreement involving Plymouth's service, Customer should contact Plymouth's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve non-residential disputes associated with the services provided under this Sales Agreement. Retail Access inquiries can be made at the DPS Office of Consumer Services, New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; by phone at 1-888-697-7728 or by visiting www.dps.state.ny.us.

15. Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie 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 without regard to the application of its conflicts of law principles.

16. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on Plymouth's net income, shall be paid by Customer, and Customer agrees to indemnify Plymouth and hold Plymouth harmless from and against any and all such taxes. Customer agrees to provide all documentation and information reasonably requested by Plymouth in order to permit Plymouth to determine the applicable rate at which to tax Customer with respect to services provided under this Agreement. If Customer delays or fails to provide such documentation and information to Plymouth in a timely manner, Plymouth shall apply a tax rate selected at Plymouth's sole discretion to Customer and, upon Plymouth's receipt of all necessary documentation and information, Plymouth will adjust the tax rate, if necessary, prospectively and will use reasonable efforts to apply the

correct tax rate for any billing period for which tax is owed but has not been collected and forwarded to the appropriate tax authority. Plymouth shall not be required to provide a credit to Customer for any inapplicable and higher tax rate paid by the Customer and forwarded to the tax authority. In such circumstance, Customer shall proceed to recover such excess tax payment from the tax authority and shall hold Plymouth harmless from liability for any excess taxes not recovered by Customer. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder.

17. Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Plymouth is prevented or prohibited from carrying out the terms of the Agreement, at its sole discretion Plymouth shall have the right to cancel this Agreement on 15 days' notice to Customer.

18. Change in Law. In the event that there is a change in law, tariff, regulation, or other requirements of a utility, RTO/ISO, FERC or any other governmental authority and such change results in Plymouth Rock Energy incurring additional costs and expenses in providing the services contemplated herein, such additional costs and expenses shall be the Customer's responsibility and will be passed through to Customer.

19. Emergency Service. The LDU will respond to leaks and emergencies. In the event of a gas leak, electric service interruption or other emergency, Customer should immediately call their utility at: Con Edison 1-800-75-CONED; Orange and Rockland 1-877-434-4100 (electric) or 1-800-533-5325 (gas); KeySpan 1-718-643-4050 (NYC) and 1-800-490-0045 (Long Island); Niagara Mohawk 1-800-892-2345; Central Hudson 1-800-527-2714; Rochester Gas & Electric 1-800-743-1702; NYSEG 1-800-572-1121; National Fuel Gas 1-800-444-3130, National Grid 1-800-892-2345; and emergency personnel. Customer should then call Plymouth at 1-855-327-6937.

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

IN WITNESS WHEREOF, Customer and Plymouth have caused this Agreement to be executed as of the date first set forth above.

For Plymouth Rock Energy, LLC

For _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____ Date: _____

Title: _____ Date: _____

Attachment C

Sample Notices (UBP Section 5)

- Assignment
- Discontinuance
- Transfer

Falcon Energy, LLC ("Falcon")

NOTICE OF DISCONTINUANCE

Commercial

Date

Customer Name

Address

City, State Zip

Dear

Notice is hereby given that under the terms of the Commercial Sales Agreement ("Agreement") entered into between _____ and Falcon, service pursuant said Agreement shall be discontinued as of _____ (15 calendar days' notice) and that Plymouth will no longer have any obligation to provide service after said date.

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

If you have any questions, please contact us at 1-BXX-XXX-XXXX.

Sincerely,

Falcon Energy, LLC

Falcon Energy, LLC ("Falcon")

Residential

THIS IS A FINAL TERMINATION NOTICE

PLEASE BRING THIS NOTICE TO THE ATTENTION OF FALCON WHEN PAYING THIS BILL

Date

Customer Name

Address

Account #

There is a balance due on your account of \$ _____. Unless full payment of this amount is received by [DATE], Falcon will terminate your commodity service on [DATE]. **Your utility delivery service may also be suspended if you fail to pay this outstanding balance.**

If your commodity service is terminated, you will be obligated to pay \$_____ to restore commodity service and \$_____ to end the suspension of utility delivery service. You must pay the full balance owed to Falcon and the utility to remain current on your account and assure the continuity of commodity and utility distribution service.

All payments should be remitted to: _____, or you may contact Falcon at 1.8XX.XXX.XXX. If you have a complaint regarding your account or service, please contact Falcon at the same address or telephone number.

The Public Service Law requires modification of the termination procedures if you are: over 62 years of age, blind, disabled, or have another physical impairment or medical condition. If you can demonstrate that you are unable to make payment under the terms of the existing payment agreement because your financial circumstances have changed significantly due to conditions beyond your control, a new payment agreement may be available. If any of these conditions apply to you, please immediately contact Falcon at 1.8XX.XXX.XXXX.

Your local social service office may provide assistance to maintain Falcon's service. To obtain such assistance you must first provide Falcon with information showing assets, income and expenses to evaluate whether you are entitled to a new payment agreement. The local social services information number is: [Tel No.]

Falcon Energy, LLC ("Falcon")

NOTICE OF TRANSFER OF 5000 OR MORE CUSTOMERS

Notice is hereby provided that pursuant to Section _____ of the Sales Agreements ("Agreements") between the Customers set forth on Attachment "A" annexed hereto ("Customers") and Falcon, all of Falcon's rights, interests and obligations under said Agreements have been assigned and transferred to [name, address email address and telephone number of Assignee] _____. This assignment will be effective as of _____ [15 calendar days' notice].

List any changes [if any] in the prices, terms and conditions of service

If you have any questions please contact [Assignee] _____, at _____.

Attachment D

Sample ESCO Dual Bill (UBP Section 9)



INVOICE

Message Center

In the event of a Natural Gas emergency, call National Grid at 1-800-642-4272.
 Keep up to date on industry information and company news. Visit us online at www.plymouthenergy.com

Customer Information

Service Address	
Invoice Number	
Utility	National Grid Downstate, Gas
Account Number	
Invoice Period	
Invoice Date	
Prior Balance	
New Charges	
Total Amount Due	
Due	

Questions?

Please Call: 855-32-POWER (855-327-6937)
customercare@plymouthenergy.com
www.plymouthenergy.com

From	To	Volume	Rate	Amount
xx/xx/20xx	xx/xx/20xx	Therm	\$	\$
Total This Period				

FOLD AND TEAR ON DOTTED LINE

FOLD AND TEAR ON DOTTED LINE

FOLD AND TEAR ON DOTTED LINE

Please return this portion with payment



Invoice	Invoice Date	Prior Balance	New Charges	Total Amount Due	Due
	xx/xx/20xx	\$0.00	\$	\$	

Make checks payable to:
 Plymouth Rock Energy, LLC
 P.O. Box 28420
 New York, N.Y. 10087 - 8420

Amount Enclosed	\$
------------------------	----

ATTACHMENT E

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

The following Information Release Authorization will be obtained from the customer:

Information Release Authorization. Customer authorizes Falcon to obtain and review information regarding the customer's credit history from credit reporting agencies, and the following information from the LDU: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Falcon to determine whether it will commence and/or continue to provide energy supply service to Customer and will 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 Falcon. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Falcon or calling Falcon at 1-8XX-XXX-XXXX. Falcon reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Attachment F

Sample copies of mass marketing promotional materials



Fuel Oil

Natural Gas

Electricity

Demand Response

Renewables

Bringing Power to You

Plymouth Rock Energy is a leading, independently owned and operated, Energy Service Company (ESCO) with operations in the Northeast delivering the highest level of customer service possible. With 60 plus years of experience, PRE help manage the energy needs of many homes, multi-family residences, small businesses and commercial & industrial properties. Product and service offerings include:

- Electricity
- Natural Gas
- Fuel Oil
- Sustainable Solutions
- Energy Regulation & Compliance
- Oil to Gas Conversion Financing

Plymouth Rock Energy continues to expand to reach new markets throughout the U.S., garnering a positive reputation for exceptional prices, timely delivery and exceptional customer service.

The Power is in Your Hands

As natural gas and electricity energy markets were deregulated during the past decade in order to allow for greater competition, consumers gain the power of choice— choice to choose their energy supplier for what matters most to them. Whether it is price, service or various green options, the power is yours.



GET THE BEST DEAL AND SERVICE FOR YOUR ENERGY NEEDS. CONTACT US FOR A FREE CONSULTATION TODAY.



855-32-POWER
(855-327-6937)

www.plymouthenergy.com



Electricity

Plymouth Rock Energy offers reliable service and affordability so you can stay focused on what matters most to your business. Individualized pricing plans give you competitive prices and dependable delivery all with the best rate structure in the industry. We offer a broad range of pricing packages so you can select one that fits your business.

- **Fixed Rates:** Regulate your pricing to stay at one rate for specific range of time. Fixed pricing is forecasted based on your monthly consumption and can help avoid increases due to market fluctuations.
- **Variable Contract:** The Variable Energy Rate Plan offers maximum flexibility because your energy usage will be billed according to the prevailing market conditions. This plan sets your rate monthly and mirrors the ups and downs of the energy market. This flexible plan does not include cancellation fees.
- **Index + Contract (LBMP Plus Basis):** The hourly settled wholesale price of electricity for your zone plus a fixed-supply rate above the settlement price, which determines your monthly electric rate. Customers can have the option to trigger a future price on their electricity before the settlement.
- **Blended Variable Contract:** A contract that is a combination of fixed and variable rate. Typically, half of the rate is guaranteed for the term of the agreement, similar to a Fixed Rate, and the other half of the rate is a variable. The variable portion is usually reset periodically based upon market pricing. The result is 'some' protection against price increases, but 'some' opportunity to benefit if prices were to decline.



Natural Gas

Plymouth Rock Energy offers a variety of options and advantages when it comes to purchasing deregulated natural gas. These pricing options are tailored to meet the individual needs of your commercial or industrial location.

- **Fixed Rates:** Regulate your pricing to stay at one rate for specific range of time. Fixed pricing is forecasted based on your monthly consumption and can help avoid increases due to market fluctuations.
- **Variable Contract:** The Variable Energy Rate Plan offers maximum flexibility because your energy usage will be billed according to the prevailing market conditions. This plan sets your rate monthly and mirrors the ups and downs of the energy market. This flexible plan does not include cancellation fees.
- **Variable Plus Contract (NYMEX Plus Basis):** At the end of each month, the New York mercantile exchange Henry Hub Gas contract settles. We take the settlement amount and add a fixed-supply rate above the settlement price, which determines your monthly gas rate. Customers can have the option to trigger a future price on their natural gas before the end of the month's settlement.
- **Hybrid Contracts:** These individualized pricing solutions combine indexed, fixed and variable rates to suit your needs.

Duel Fuel Interruptible Package:

Plymouth Rock Energy offers a full line of energy packages incorporating both fuel oil and natural gas. Our experience account representatives can provide you with a unique personalized program at a price that is guaranteed. Contact us to learn more about this service.

Oil to Gas Conversion

Switching from oil to gas has many advantages-it's cleaner, safer and costs less than heating oil. Plus, its better for the environment. If it's time to replace your oil-burning system, Plymouth Rock Energy can help. We offer low interest financing options and will help you through the installation process.

ATTACHMENT G

Internal procedures for the prevention of slamming or cramming.

To help prevent slamming or cramming, Falcon will institute the following procedures that will guide its marketing activities:

A.

- 1. All marketing representatives will be required to clearly identify that they are marketing on behalf of Falcon.*
- 2. Identify that the individual being marketed to is authorized to purchase commodity for the account.*
- 3. Follow the specific procedures codified in Section 5, Attachments 1, 2 and 3 and Section 10 of the Uniform Business Practices.*
- 4. Cramming will be substantially prevented as Falcon will use utility consolidated billing in the service territories where it operates, thereby limiting the items that may be included on the bill.*
- 5. Falcon will monitor marketing scripts and review telemarketing calls to maintain service quality.*

B. *Falcon will implement and follow the provisions of the Falcon Marketing Training and Quality Assurance Program, a copy of which is attached.*

C. *Falcon's marketing representatives will display the appropriate photo-identification, a facsimile of which is attached.*

Attachment H

Quality Assurance Program (must contain)

- Description of training program (Note whether In-person or Telephonic)
- Independent third party (TPV) verification script (UBP Section 5, Attachments 1-3)
- Code of Conduct
- Marketing representative identification badge
- Monitoring program and quality assurance procedures
- Internal dispute resolution process

**Falcon Energy, LLC
Marketing Training
And
Quality Assurance Program**

Dated: October 15, 2018

Falco Energy, LLC

Marketing Training and Quality Assurance Program

I. Introduction

The goal of **Falco** is to empower customers with the ability to make informed choices regarding the energy products and services offered by **Falco** in the evolving competitive retail energy market. To achieve this goal, it is necessary for customers during the marketing process and in their interactions with **Falco** and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

The **Falco** Marketing Training and Quality Assurance Program ("Program") provides the requisite training and review standards that will govern the operation of **Falco's** marketing programs and modalities. This Program is designed to ensure that all marketing efforts are conducted in a manner consistent with applicable legal standards and best practices, marketing representatives are conversant with the competitive retail energy market and the products and services offered by **Falco**, and that the information provided to customers is accurate, relevant and understandable.

The Program will be implemented under the supervision of the President and/or the Director of Sales and Marketing.

Falco

II. Training of Employee Representatives

- A. All individuals hired by **Falco** to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:
 - 1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the **Falco** and the local distribution utility ("LDU").

2. Knowledge of the relevant sections of the New York Uniform Business Practices ("UBP"), with emphasis on Sections 10 and Attachments 1-3 of Section 5;
 3. Knowledge of other applicable laws, rules and regulations;
 4. Information concerning the products and services offered by **Falcon**, including details of **Falcon's** rates, payment options, agreement terms, and the customers' right to cancel, including the applicability of any early termination fee;
 5. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertain to residential customers; and
 6. The requirement to provide the customer with a toll-free number from which the customer may obtain information about **Falcon's** mechanisms for handling billing questions, disputes, and complaints.
 7. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
1. The representative should never make false or misleading representations including misrepresenting rates or savings offered by **Falcon**.
 2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of **Falcon**.
 3. The representative shall provide each prospective residential customer or customer that is marketed to via door to door marketing, with a copy of the ESCO Consumers Bill of Rights, before the marketer makes his or her sales presentation.
 4. In the case of in-person marketing, display the **Falcon** photo-ID.

5. The representative should never represent that the **Falcon** marketing representative is an employee or representative or acting on behalf of a distribution utility.
6. The representative should always cover the subjects listed in the Customer Disclosure Statement.
7. The representative must adhere to the standards applicable to each type of marketing approach.

Falcon will emphasize that all representatives are obligated to comply with the information and standards provided during the Program and failure to so comply is grounds for immediate termination of employment.

The training will consist of written texts provided to the employee representative as well as classroom instructions provided initially to new employee representative and two sessions per year to all employee representatives.

III. Quality Assurance Program

Falcon will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with **Falcon's** best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

A. In-House Telemarketing

1. **Falcon** will design and review the marketing script to be used for all sales solicitations.
2. All telemarketing will comply with applicable Do-Not-Call laws and regulations.
3. The solicitation will be designed to comply with the provisions of UBP Section 5, Attachment 1 A-D and Section 10, ESCO Consumer Bill of Rights.
4. The representative will be provided with current accurate data concerning the products and services offered by **Falcon**.
5. The representative will have timely access to a Supervisor to address questions arising during the solicitation.

6. **Falcon** will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third-party verification companies hired by **Falcon** or an automated voice verification system owned and operated by **Falcon**. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm to the customer's intent to either initiate and enroll supply service with **Falcon** or to continue or modify the service they receive from **Falcon**.
7. **Falcon** will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Falcon** will work with the representative to address any identified deficiency. **Falcon** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Falcon's** quality control standards.
8. Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by **Falcon** as required under the UBP, using Sales Agreement forms that have been previously reviewed by **Falcon** counsel and submitted to the NYS Department of Public Service (Department).
9. **Falcon** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

B. Electronic and Internet Marketing

1. The website solicitation and materials will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Falcon** or to continue or modify the service they receive from **Falcon**.
2. The ESCO Consumer Bill of Rights should be provided as a non-avoidable screen which residential customer must affirmatively click to verify they have seen the document prior to enrollment.
3. The website will incorporate the matters listed in the Customer Disclosure Statement.
4. The website will include the latest product offers available from **Falcon**.

5. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A-E, as amended and Section 10.
6. Within 3 business days of final agreement to initiate service, **Falcon** will send an electronic confirmation notice to the customer at the customer's e-mail address.
7. **Falcon** will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

C. Door-to-Door Marketing (DTD)

1. This applies to DTD sales as codified in Section 426 of the NYS Personal Property Law, and are generally defined to mean a sale, lease or rental of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller.
2. All DTD sales representatives will, to the maximum possible extent, be retained as employees of **Falcon** and will be primarily compensated by salary rather than on a commission basis.
3. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of UBP Section 10.C.1.
4. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the **Falcon** photo- ID; provide a copy of the ESCO Consumer Bill of Rights; the salesperson shall inform the customer that he/she represents **Falcon**, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding **Falcon's** products and services immediately upon request which shall include **Falcon's** name and telephone number for inquires, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this

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

5. The sales person will also be instructed regarding the provisions of Section 426-431 of the NYS Personal Property Law.
6. All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the UBP, including Sections 5, Attachment 3 A-Band Section 10: and Sections 426-431 of the NYS Real Property Law.
7. A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with **Falcon's** standards. The salesperson will be informed of any deficiencies and the corrective action (s) to be taken.
8. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
9. All representatives must perform verifications through either third-party verification companies hired by **Falcon** or an automated voice verification system owned and operated by **Falcon**. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Falcon** or continue or modify the service they receive from **Falcon**. **Falcon** will design and review the script used for such DTD verification.
10. **Falcon** will on a random and regular basis conduct in-field reviews of the DTD solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Falcon** will work with the representative to address any identified deficiency. **Falcon** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Falcon's** quality control standards.
11. **Falcon** will on a random and regular basis review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Falcon** will work with the representative to address any identified deficiency. **Falcon** will reserve the right to immediately terminate the representative if it

determines that the representative's behavior or attitude is incompatible with **Falcon's** quality control standards.

12. **Falcon** will design and review the marketing script and verifications to be used for all DTD sales solicitations.

13. **Falcon** will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with **Falcon**.

14. The DTD salesperson shall be required to wear a shirt and/or jacket provided by **Falcon** that contains the **Falcon** logo and otherwise dress in a neat and presentable manner.

15. The DTD salesperson shall be required to wear in a conspicuous location the **Falcon** photo-ID.

D. In Person Marketing (other than DTD)

1. **Falcon** will design and review the marketing script to be used for all sales solicitations.

2. The representative will be provided with current accurate data concerning the products and services offered by **Falcon**.

3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.

4. **Falcon** will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Falcon** will work with the representative to address any identified deficiency. **Falcon** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Falcon's** quality control standards.

5. Copies of all Sales Agreements will be provided to each customer that is enrolled by **Falcon** as required under the UBP, using Sales Agreement form that have been previously reviewed by **Falcon** counsel and submitted to the Department, that are designed to comply with UBP Section 5, Attachment 3 A-B.

6. **Falcon** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.
7. The salesperson shall be required to wear in a conspicuous location the **Falcon** photo-ID.
8. The training of the salespersons will, in addition to covering the items listed in Section II above, will also emphasize the provisions of UBP Section 10.C.1.

E. Direct Mail Marketing

1. **Falcon** will review and prepare all materials used in a direct mail solicitation.
2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement.
3. **Falcon** will employ direct mail solicitations that are consistent with the UBP and applicable law.

F. External Marketing

This section outlines the procedures applied by **Falcon** where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of **Falcon**.

1. **Falcon** will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of **Falcon**.
2. **Falcon** will require the provision of at least two references.
3. **Falcon** will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. **Falcon** will provide the vendor **Falcon's** written training materials.
5. **Falcon** will prepare all sales and verification scripts used by the vendor.
6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by **Falcon**.

7. Vendors retained by **Falcon** must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.

8. **Falcon** will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

IV. Dispute Resolution Process

Falcon will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.

1. When **Falcon** receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.

2. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a Supervisor, who will review the matter and respond to the customer within five (5) business days.

3. Upon receipt of a complaint forwarded by the Commission or other governmental agency, **Falcon** will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.

4. **Falcon** will cooperate with the Department and the Commission regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.

5. In the event of any dispute involving a sales agreement and/or authorization, **Falcon** will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the acceptance and/or authorization within five (5) calendar days after a request from the Department.

V. Document Retention

Falcon will retain written agreements and/or authorizations for two (2) years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer.

VI. Modification

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

Falcon Energy, LLC

Space for Photo

**Name of Marketing
Representative**

Customer Service: 1.8XX.XXX.XXXX

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

Procedures you will use to enroll customers for supply service e.g. via telephone, via Internet or via written sales solicitation.

Falcon will follow the relevant procedures codified in the Uniform Business Practices at Section 5, Attachments 1, 2 and 3, and Section 10, as amended.

Attachment I

OCS Service Provider Contact Form



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

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

Date 10/15/18

Company Name Falcon Energy, LLC

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

President Adam Sokol
Mailing Address 920 Railroad Ave.
Woodmere NY 11598
Email Address Asokol@plymouthenergy.com
Phone Number 516-634-2152 Fax Number 516-295-1417

Vice President / Director of Customer Service _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Primary Regulatory Complaint Manager Michael Reiss
Mailing Address 920 Railroad Ave
Woodmere NY 11598
Email Address Mreiss@plymouthenergy.com
Phone Number 516-634-2155 Fax Number 516-295-1417

Secondary Regulatory Complaint Manager Shyam Prasad
Mailing Address 920 Railroad Ave.
Woodmere, NY 11598
Email Address sprasad@plymouthenergy.com
Phone Number 516-634-2801 Fax Number 516-295-1417

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: Mreiss@plymouthenergy.com Fax: 516-295-1417

Attachment J

HEFPA Documents (Residential Only)

- Residential Payment Agreement
 - Asset Evaluation
 - Budget Billing Plan
 - Quarterly Billing
 - Past Due Reminder
 - Notification to Social Services of Customers Inability to Pay
 - Final Termination Notice
 - Final Suspension Notice
-

Falcon Energy, LLC
Home Energy Fair Practices Act
ESCO Compliance Filing

Description of Enclosed Documents:

Evaluation Form;

Budget Billing Agreement;

Residential Payment Agreement;

DPA Process Description;

Residential Termination Notice;

Quarterly Billing Plan;

Narrative Description of HEFPA termination;

Final Suspension Notice;

SS Notification;

Past Due Reminder Notice

Dated: October 2018

Falcon Energy, LLC

Form to Evaluate 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 Bond)

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 \$ _____

The information provided by you will be treated in a confidential manner and will not be disclosed to another person unless so requested by you or required by law.

Falcon Energy, LLC

BUDGET BILLING PLAN ("Plan")

For Service at	Premises Address
Account Number	Customer Account #

Customer Name: -----

Customer Address: -----

.....

Under this Plan, Falcon agrees to provide commodity service in return for your agreement to make payments according to the terms of this Plan.

This Plan requires the payment by you of \$_____ per month for the 12-month period starting with the billing cycle commencing on _____ and ending on _____

Such equal monthly payment is based on an estimate of your annual billing which has been calculated by multiplying the average monthly consumption by Falcon's current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ therms and/or _____ kwh, based on your last 12 months' actual consumption, adjusted for known changes. If the service address for which you will be billed under this Plan is a new property which has never been served or 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

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

The Plan shall be subject to regular review for conformity with actual billings. Falcon reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption, and/or (b) an increase in commodity prices.

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 commodity service and suspension of distribution service pursuant to the Home Energy Fair Practices Act.

In the last month of the Plan, Falcon shall true-up your account based on a comparison of the aggregate billings 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 Falcon a sum of money due to the true-up, you will be billed for such amount in addition to your monthly payment in the last billing cycle covered by this Plan. If you have been over billed, you will be issued a credit which will be adjusted against the Plan that commences upon expiration of this Plan.

Yes! I would like Budget Billing:

Acceptance of Agreement

Customer Signature: _____

Date: _____

Authorized Falcon Signature: _____

Date: _____

Return one copy of this Plan signed by xx/xx/200x.

Falcon Energy, LLC

Deferred Payment Agreement Process Description

Falcon will not terminate service to a residential customer because of arrears owed unless Falcon first offers such customer a Deferred Payment Agreement ("DPA") for such arrears where the customer does not have the resources available to pay the bill. Falcon will make reasonable efforts to contact eligible customers for the purpose of offering a DPA and negotiating terms tailored to the customer's financial circumstances, prior to making a specific written offer of a DPA. Falcon will require the customer to complete an Asset Evaluation Form on a confidential basis.

A scheduled termination or suspension of service may be postponed for up to 10 calendar days after the date stated in the final notice of termination or suspension for the purpose of negotiating a DPA. A written offer of a DPA will be made not less than 7 calendar days (10 If mailed) before the earliest date on which termination or suspension may occur, or a date, up to 10 days thereafter, to which Falcon has postponed the termination or suspension while negotiating a DPA.

The Commission or its designee may order a DPA where the parties are unable to reach an agreement.

If Falcon believes that the customer is not eligible for a DPA because the customer has the resources to pay the bill, it may seek a determination from the PSC.

The terms of the DPA will obligate the customer to make timely payments of all current charges and for payment of the arrears over a specific period of time, in conformance with the regulations of the PSC.

A customer that fails to comply with the terms of a DPA will be subject to termination or suspension of service. Where a DPA is broken, Falcon will send a reminder notice 8 calendar days prior to the day the final notice of termination or suspension will be sent, boldly stating: that the customer must meet the terms of the DPA within 20 calendar days of the date payment was due or a final notice of termination or suspension may be issued; that the customer should contact the Falcon if financial circumstances have changed significantly beyond the control of the customer. If by the 20th calendar day after payment was due, Falcon has neither received payment nor negotiated a new payment agreement, Falcon may demand full payment of all charges and send a final notice of termination or suspension.

Falcon Energy Services, LLC

Residential Payment Agreement

	For Service at Account Number	PREMISE ADDRESS CUSTOMER ACCOUNT NUMBER
CUSTOMER NAME		Falcon
CUSTOMER ADDRESS		Address

The total Amount owed to Falcon for this account as of XX/XX/200X is: \$XXX.XX

Falcon 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.

Also, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. If you sign and return this form, along with the down payment by (down payment due date), you will be entering into a payment agreement and by doing so avoid termination of service. 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, Falcon will send you a Final Termination Notice and may terminate commodity service, as well as seek to suspend your utility distribution services. If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call Falcon at 1-800-XXX-XXXX.

All future bills are to be paid by the last day to pay shown on the bill.

Payment of Outstanding Balance:

A down payment of \$xx.xx is to be received by xx/xx/200x.

In addition to the current bill and late charge, the remaining balance is to be paid as follows: \$xx.xx is to be received by the due date of each month starting on xx/xx/200x..

Late payment charges are assessed on the past due balance at a rate of 1.5% monthly, which is an annual rate of 18%. Late payment charges will be assessed after the last day to pay date on your monthly bill. Late payment charges are part of the current bill. 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.

Your current monthly budget amount is: \$xx.xx
_____ Yes! I would like a Payment Agreement

Acceptance of Agreement:

Customer Signature: _____ Date: _____

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

Return one copy of this agreement signed, with the down payment, by xx/xx/200x. If it is not signed and returned, your contract may be terminated, and Falcon may pursue suspension of delivery service to your account.

Falcon Energy, LLC QUARTERLY BILLING PLAN ("Plan")

For Service at PREMISES ADDRESS
Account Number CUSTOMER ACCOUNT#

Customer Name: _____

Customer Address: _____

Under this Plan, Falcon will provide commodity service in return for your agreement to make payment as required under this Plan.

The Customer confirms that he/she is greater than 62 years old and that the Customer's aggregate commodity service billings in the preceding 12 months starting on _____ and ending on _____, did not exceed \$150.

Under this Plan you will receive the first bill on _____ covering actual charges incurred during the 3-month period _____ to _____, and you will receive quarterly bills thereafter on or before _____, and _____ 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. Failure to pay the bill when due may subject you to termination of commodity service and suspension of distribution service under the Home Energy Fair Practices Act.

You may contact Falcon at 1-8XX-XXX-XXXX or write to Falcon at [mailing address].

Yes! I would like Quarterly Billing

ACCEPTANCE OF AGREEMENT

Customer Signature: _____
Date: _____

Authorized Falcon Signature: _____
Date: _____

Falcon Energy, LLC ("Falcon")

Residential

THIS IS A FINAL TERMINATION NOTICE

PLEASE BRING THIS NOTICE TO THE ATTENTION OF
SOURCE WHEN PAYING THIS BILL

Date

Customer Name
Address
Account #

There is a balance due on your account of \$ _____. Unless full payment of this amount is received by [DATE], Falcon will terminate your commodity service on [DATE]. Your utility delivery service may also be suspended if you fail to pay this outstanding balance.

If your commodity service is terminated, you will be obligated to pay \$ _____ to restore commodity service and \$ _____ to end the suspension of utility delivery service. You must pay the full balance owed to Falcon and the utility to remain current on your account and assure the continuity of commodity and utility distribution service.

All payments should be remitted to: _____, or you may contact Falcon at 1.8XX.XXX.XXX. If you have a complaint regarding your account or service, please contact Falcon at the same address or telephone number.

The Public Service Law requires modification of the termination procedures if you are: over 62 years of age, blind, disabled, or have another physical impairment or medical condition. If you can demonstrate that you are unable to make payment under the terms of the existing payment agreement because your financial circumstances have changed significantly due to conditions beyond your control, a new payment agreement may be available. If any of these conditions apply to you, please immediately contact Falcon at 1.8XX.XXX.XXXX.

Your local social service office may provide assistance to maintain Falcon's service. To obtain such assistance you must first provide Falcon with information showing assets, income and expenses to evaluate whether you are entitled to a new payment agreement. The local social services information number is: [Tel No.]

Falcon Energy, LLC

Narrative Description of HEFPA Termination Procedures for Non-Payment

The termination procedures for non-payment of Falcon charges employed by Falcon will follow the specific requirements codified in Falcon Service Law Section 32 and the regulations promulgated there under.

Falcon may terminate residential commodity service for non-payment where the customer:

- Fails to pay charges for commodity service or any other service related thereto provided by Falcon at any time during the preceding 12 months; or
- Fails to pay amounts due under a deferred payment agreement; or
- If the Customer is sent a final notice of termination no less than 15 days before the termination date shown on the notice.

Before termination occurs, a final notice of termination will be sent no less than 15 days before the termination date shown on the notice. Falcon will clearly state on such final notice of termination:

- The reason for termination of commodity service
- The earliest date on which termination may occur;
- How termination may be avoided.
- Falcon and the DPS have available procedures for handling complaints.
- A summary of the protections available under HEFPA and notice that the Customer should contact Falcon or the DPS if he/she eligible for such protections.
- The address and phone number of the office to contact in reference to customer's account;
- Notice that suspension of the customer's distribution services can accompany the commodity termination, even if the customer's distribution utility portion of the bill is current. Notice will also include, where applicable, the amount which must be paid to restore commodity service and if different, the amount to end suspension of distribution service.

The following statement will be clearly visible on any final notice of termination from ESCO:

"THIS IS A FINAL TERMINATION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL."

Falcon will not issue or send a final notice of termination unless at least 20 days have elapsed from the date payment was due.

No termination of commodity services shall take place until at least 15 days after a final notice of termination has been personally served upon the customer or has been mailed to the customer at the premises where services is rendered.

Falcon will notify appropriate social service officials if a final notice of termination is sent to a customer that is known to be receiving public assistance, supplemental security income or additional state payments pursuant to Social Services law and for whom a guarantee of future payment has not been received. Special notification of social service officials will follow the requirements codified in 16 NYCRR Section 11.4 (i).

Falcon will follow the procedures and provide information required for termination of residential commodity service as codified in 16 NYCRR Sections 11.4, 11.5 and 11.6

FINAL SUSPENSION NOTICE

DATE

Falcon Energy, LLC

Customer Name
Address
City, State, Zip
Account #

Dear (customer name):

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

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

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

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

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

Sincerely,

Falcon Energy, LLC
Credit and Collections

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS INABILITY TO PAY

Falcon Energy, LLC

Customer Name: _____

Address: _____

City, State, Zip: _____

Account #: _____

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

Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

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

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

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

ATTACHMENT K

Attestation that you will comply with the requirements of New York State's Environmental Disclosure Program, if you intend to serve electric customers.

Falcon affirms that it will comply with the requirements of New York State's Environmental Disclosure Program.