

## **Zone One Energy, LLC**

105 W 86th Street  
Suite 101  
New York, NY 10024

347-620-7283

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Christine Bosy  
NYS Department of Public Service  
Office of Industry and Government Relations  
3 Empire State Plaza  
Albany, NY 12223

August 1, 2017

Re: Zone One Energy, LLC Triennial Filing (Matter Number: 14-02554)

Dear Christine:

Per the Commission's requirement for an ESCO to resubmit its original application package every three years, please find enclosed a completed Retail Access Application Package for Zone One Energy, LLC. Also included are attachments that satisfy the various requirements that the PSC maintains in association with this application process, including all required HEFPA documentation.

In the event that you have any questions concerning the contents of this application, or if you discover that anything is incomplete or missing, please be in touch with me at 347-620-7283 so I may address your comments in a timely manner.

Sincerely,

*Ari Green*

Ari Green  
Zone One Energy LLC

## **Attachment A- RAAF**

<<Confidential Information- REDACTED>>

## **Attachment B**

Copy, and proof of acceptance, of Zone One Energy, LLC's registration with the NYS Department of State

<<Confidential Information- REDACTED>>

# Attachment C- Sales Agreement

**Zone One Energy, LLC**  
**Residential & Small Business Sales Agreement**  
**Terms of Service and Customer Disclosure Statement**

Price	Variable
Electric Rate	Electric Rate will be variable, and will reflect the cost of electric supply obtained from all sources (including energy, capacity, settlement, ancillaries) for each billing cycle. All related transmission and market related charges, as well as applicable taxes, fees and Zone One Energy, LLC's expenses and margins will be included in the Rate. This rate will be subject to a Savings Guarantee, as defined in this Agreement.
Length of the agreement and end date	The Term is month to month.
Process customer may use to rescind the agreement without penalty	Any Customer may rescind this Agreement by calling Zone One Energy, LLC ("Zone One") within 3 business days of execution of this Agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	There is no early termination fee associated with this Agreement.
Amount of Late Payment Fee and method of calculation	1.5% per month on unpaid balances if charges are billed by Zone One. If charges are billed by the LDC then Late Payment Fee is subject to the LDC's collection policies.
Provisions for the renewal of the agreement	This Agreement will renew on a month-to-month basis at a variable rate methodology until terminated by either party, in accordance with the terms and conditions contained in this agreement.
Savings Guarantee and method of calculation	Zone One will supply electricity to the Customer such that the total electric supply costs incurred by the Customer will be on average at least 3% lower ("Savings Percentage") than what the same costs would have been had the identical quantity of electric supply been purchased from the LDC.

**Customer Details**

Customer First Name: \_\_\_\_\_ Customer Last Name: \_\_\_\_\_

Company Name: \_\_\_\_\_ Tax Status: Commercial:\_\_\_ Residential:\_\_\_ Exempt:\_\_\_\_\_

Billing Address: Street: \_\_\_\_\_ Apt: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone#: \_\_\_\_\_ Email: \_\_\_\_\_

Promo Code: \_\_\_\_\_

LDC Name: **Consolidated Edison**

**Account#**

**Account Address#**

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The following is your (the 'Customer') Terms of Service Agreement ("Agreement") with Zone One Energy, LLC ("Zone One") for the purchase of electricity service for the Account(s) listed on the Customer Details page. Please retain this Agreement for your records.

**Agreement to Purchase Energy.** Zone One agrees to sell and Customer agrees to buy the quantity of electricity supply necessary to meet the Customer's consumption. The amount of electricity supplied is based upon consumption data obtained by Zone One from the Local Delivery Company ("LDC"). The Customer further represents that it has the full authority to enter the Accounts listed in this Agreement into an energy supply procurement contract. Electronic acceptance of this Agreement is an agreement to initiate service and begin enrollment.

**1. Term.** Unless specified otherwise, the term shall commence as of the date the change of provider to Zone One is deemed effective by the LDC and shall commence for a one (1) month term ("Initial Term"). This Agreement shall automatically renew for successive one (1) month periods ("Renewal Term") unless either party notifies the other party in writing of its desire not to renew. If such notification is provided, then the LDC will be instructed to return the Account(s) back to the LDC for full default supply service, which generally occurs within two billing cycles from the date that the LDC is advised of the termination. Additionally, the Customer has the right to cancel this agreement within three business days after its receipt ("Cancellation Period") by either calling Zone One at 1-347-620-7283, or providing written email notification to Zone One at [customersupport@zone1energy.com](mailto:customersupport@zone1energy.com).

**2. Rate.** Electric Rate will be variable, and will reflect the cost of electric supply obtained from all sources (including energy, capacity, settlement, ancillaries) for each billing cycle ("Variable Rate"). All related transmission and market related charges, as well as applicable taxes, fees and Zone One Energy, LLC's expenses and margins will be included in the Rate. The Electric Rate will be subject to a Savings Guarantee, such that the total electric supply costs incurred by the Customer will be lower than what the Customer would have paid for the identical quantity of electric supply had it been purchased from the LDC. The Zone One costs are guaranteed to be less than the LDC costs on average by at least the Savings Percentage provided in the Customer Disclosure Statement.

**3. Consumer Protections.** The services provided by Zone One are protected by the terms and conditions of this Agreement and the Home Energy Fair Practices Act ("HEFPA"). Zone One will provide at least fifteen (15) calendar days' notice prior to any cancellation of service to Customer. In the event of non-payment of any charges owed to Zone One, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting the 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.ny.gov>. 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 in New York State.

**4. 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 Con Edison directly at 1-800-752-6633 in the event of an emergency.

**5. Information Release Authorization.** Customer authorizes Zone One to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption

history; billing determinants; credit information; public assistance status; and existence of medical emergencies, status as to whether Customer is 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 Zone One to determine whether it will commence and/or continue to provide energy supply service to Customer and to facilitate regular invoicing and collection of monies owed. Customer's execution of this Agreement shall constitute authorization for the release of this information to Zone One. This authorization will remain in effect during the Initial Term and any Renewal Term of the Sales Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Zone One or calling Zone One at 1-347-620-7283.

**6. Dispute Resolution.** The services provided by Zone1 to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving (ESCO)'s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Zone One in writing at customersupport@zone1energy.com, or by telephone at 1-347-620-7283. 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 calling the DPS at 1-800-342-3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

**7. Switching Procedures.** Customer or Zone One may cancel this Agreement at any time by following the procedures set forth in the Term section of this Agreement. In the event of a cancellation by either party, the Customer is still responsible for all Zone One supply charges until the Customer returns to the LDC 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, Customer's distribution service may be suspended if Customer fails to pay Zone One's outstanding balance.**

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

**9. Agency.** Customer appoints Zone One 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 LDC needed to deliver electricity to the Customer's premises. These services are provided on an arms-length basis and market-based compensation is included in the price noted above.

**10. Billing and Payment.** Unless otherwise agreed to in writing, Zone One's supply charges will appear on the LDC's bill, and the Customer will pay the full LDC bill in accordance with the payment procedures in force with the LDC. If it is agreed to that Zone One will provide its own invoices for its supply charges, then 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.

**11. 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, ZONE ONE'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 ZONE ONE 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.

**12. 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.

**13. Assignment.** 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 Zone One. Zone One may, without 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 ESCO affiliate of Zone One; (c) transfer or assign this Agreement to any ESCO succeeding to all or substantially all of the assets of Zone One; and/or (d) transfer or assign this Agreement to another approved ESCO or other entity authorized by the DPS. Upon any such assignment, Customer agrees that Zone One shall have no further obligations hereunder.

**14. 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.

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

**16. Delay or Failure to Exercise Rights.** No partial performance, delay or failure on the part of Zone One 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.

**17. 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 LDC 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.



**18. Taxes and Laws.** Except as otherwise provided in this Agreement or by law, all taxes of whatsoever kind, 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.

**19. 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.

**20. Acceptance:** This Agreement shall not become effective until accepted by Zone One. Zone One reserves the right to reject Customer or to cancel this Agreement for any reason whatsoever.

The undersigned hereby understand and agree to the terms and conditions of this Agreement.

**Zone One:** \_\_\_\_\_ / \_\_\_\_\_  
**By** **Date**

**Customer:** \_\_\_\_\_ / \_\_\_\_\_  
**By** **Date**

## **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 Consumers Bill of Rights) in the same language used to enroll you as a customer.

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

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

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

## Attachment D- Marketing Representative ID Badge

All field personnel who are involved in direct marketing activities will display an ID badge that will be structured as follows:



## **Attachment E- Quality Assurance Program**

### **Marketing Standards Quality Assurance Plan**

Zone One Energy, LLC places the highest priority on running a business that upholds the highest ethical, professional and socially responsible standards. Our mission is to provide the public with a quality product that offers financial benefits consistent with the commitments that the company makes. Critical to the success of this mission, the company needs to be presented in an accurate and professional manner, where false promises, willful or unintentional misrepresentations, illegal activity and incompetent conduct is rigorously prevented from occurring. This document sets forth the company's Quality Assurance Plan, which is designed to ensure that these standards are upheld.

#### **General Requirements**

1. Representatives shall comply with all applicable federal, state and local laws and regulations.
2. Representatives shall not engage in false, misleading or deceptive conduct in dealings with consumers.
3. Representatives shall not make false, misleading or deceptive statements or representations in dealings with consumers. Consumers have the right to honest, accurate, and clear communications relating to energy marketing and sales activities. These communications include but are not limited to print, radio or television advertisements, mail, email, website claims, social media, telephone solicitations and person-to-person contacts.
4. Representatives shall be provided with initial and ongoing training about marketer rates and products which they are selling, applicable federal, state and local laws, regulations and ordinances, and ethical and responsible sales practices.
5. Representatives should be deemed appropriate for the type of contact they will be having with the public, which should include the use of comprehensive background checks for door-to-door sales.
6. Representatives shall be courteous and professional.
7. Representatives will respect the person and privacy of the consumer.
8. Representatives shall utilize methods appropriate to the size and type of consumer when engaged in door-to-door (hours, agent and supplier identification), telephonic (hours, agent and supplier identification), electronic and network sales and marketing;
9. Representatives shall provide accurate information to consumers about the products and services being offered.
10. All signed Sales Agreements will be saved and archived for a period of at least 4 years following the termination of the account(s) from Zone One Energy's book of business.

11. Representatives shall provide the necessary documents and information that are required to be provided to the consumer under applicable law.
12. The Sales Agreement with a customer shall set forth all material terms, including contract term, rate methodology, renewal provisions, cancellation procedures and recessions rights.
13. Slamming and cramming is strictly prohibited.
14. An individual consumer shall not be enrolled for competitive energy service unless s/he has expressed his/her consent to the Supplier to do so. Consent may be in the form of a signed agreement, a telephonic enrollment, an electronic transaction, and/or any other method approved by law or regulation.
15. A Supplier shall record, retain and honor all valid written, verbal, or electronic contracts that exist between the Supplier and the consumer in accordance with all applicable state, federal and local requirements.
16. A customer shall be provided with the contact information of the Supplier and the state regulatory authority.
17. Representatives shall promptly and timely investigate and appropriately respond to consumer inquiries and complaints.
18. The use of social media is permitted in accordance with applicable law.
19. This document may be modified from time to time. Upon modification, it will be distributed to all representatives, who are required to review it and maintain full compliance.
20. Zone One's dispute resolution process will first be handled by a good-faith dialogue among the partners of the company. Should a mutually acceptable resolution not be obtained, then a vote among the partners will be held to settle the matter, with the voting shares being directly proportionate to the equity positions of each partner, as established in the prevailing partnership agreement. Should the vote result in a tie, then an outside arbitrator will resolve the dispute per the guidelines set forth in the partnership agreement.

## **Door to Door**

1. A representative Agent shall only make sales calls during hours permitted under applicable law and in accordance with local ordinances.
2. A representative will dress in a professional and neat manner during all sales activity.
3. A representative shall produce and display identification that utilizes the marketer's legitimate trade name and logo as well as the agent's name, photo and identification number.
4. If the homeowner/business owner is not comfortable in the representative's language, then the sales call should be terminated immediately.
5. A representative should never represent him/herself as an employee of the utility.
6. No sales solicitations should be made to a minor.

7. Sales solicitations should only be made to a person who has authority to make changes to the utility account(s) servicing the home or business.
8. A representative should never indicate that switching to a third party supplier is mandatory.
9. A representative shall be able to provide a phone number that the customer can call to verify the Agent's identity.
10. A representative shall identify the marketer which s/he represents upon the commencement of the sales call.
11. A representative shall promptly and courteously leave the premises upon being requested to do so.
12. A supervisor will accompany newly hired representatives as part of his/her training in order to ensure that the company's standards are being met.
13. A representative should never apply scare tactics, or apply pressure under any circumstances.
14. A representative shall comply with any applicable do-not-knock lists.

### **Telemarketing**

In addition to the applicable requirements set forth in the above section dealing with Door to Door sales, the following standards will apply to all telemarketing sales activity:

1. A representative shall comply with federal and state do-not-call list provisions.
2. Representatives will only call during appropriate and legally permissible hours.
3. A representative shall identify that s/he is calling on behalf of Zone One Energy upon commencement of the sales call. The representative's identification number should be provided immediately upon the consumer's request during the call.
4. Zone One Energy will monitor call activity to ensure that the company's standards are being upheld.
5. All scripts will be written and modified by Zone One.
6. Appropriate third party verification activity will be applied to every sale.
7. Supervisors will be available at all times to support representatives during their calls.
8. Copies of Sales Agreements will be sent to the customer within two business days of the sale being made.

### **Network/Relationship**

1. Independent representatives of network marketing companies shall **not** use either telemarketing or door-to-door sales techniques for the purpose of acquiring customers.
2. A network marketing company shall ensure its independent representatives have received adequate training and information about the nature of the product and the terms and conditions of its sale as well as all market-specific regulatory compliance requirements.

3. Network marketing companies shall establish and maintain a clear channel of accountability for the actions of its representatives.
4. Any marketing materials utilized by an independent representative of a network marketing company shall be pre-approved by Zone One Energy.
5. A network marketing company shall utilize a verifiable quality control process to ensure the integrity of consumer enrollments.

**Direct Mail**

1. Zone One Energy will approve of all direct mail materials before their use
2. All mailings will be compliant with all federal, state and local law.

## **Attachment F- Sample Notices**

- Assignment of Sales Agreements
- Discontinuance of Service
- Transfer Of 5,000 or more customers to other providers



## **Zone One Energy, LLC**

105 W 86th Street  
Suite 101  
New York, NY 10024  
347-620-7283

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### **Assignment of Sales Agreement**

[DATE]

[CUSTOMER]

[ACCOUNT NUMBER]

Please be advised that pursuant to the Customer Sales Agreement that is in effect between you and Zone One Energy, LLC, the above referenced utility account will be assigned and transferred to [NEW SUPPLIER NAME] effective [EFFECTIVE DATE].

All terms and conditions that are currently in effect under the existing Customer Sales Agreement will survive this transfer and will remain in force without interruption.

If you have any questions concerning this matter, please contact us at 347-620-7283, or via email at [customerservice@zone1energy.com](mailto:customerservice@zone1energy.com).

Thank You,

Zone One Energy, LLC

## Zone One Energy, LLC

105 W 86th Street  
Suite 101  
New York, NY 10024  
347-620-7283

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### Discontinuance of Service

[DATE]

[CUSTOMER]

[ACCOUNT NUMBER]

Please be advised that Zone One Energy, LLC is discounting electric supply service to the above referenced utility account pursuant to the Customer Sales Agreement that is in effect between you and Zone One Energy, LLC.

Your account will be returned to the utility for full supply service. This transfer will take place within one or two billing cycles, depending on the account transfer protocols that are in place with the utility.

**This transfer will have no effect on the availability or physical delivery of your electric supply. There will be no interruption of service whatsoever.**

During the period of time where Zone One Energy, LLC is still providing electric supply to the above referenced account, the same terms and conditions of the Customer Sales Agreement will still apply.

You may also select another approved electric supply company, with such service being effective based upon the enrollment procedures associated with this new supplier and the utility.

If you have any questions concerning this matter, please contact us at 347-620-7283, or via email at [customerservice@zone1energy.com](mailto:customerservice@zone1energy.com).

Thank You,

Zone One Energy, LLC

## **Zone One Energy, LLC**

105 W 86th Street

Suite 101

New York, NY 10024

347-620-7283

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### **Notice of Transfer of 5,000 or More Customers to Other Provider(s)**

[DATE]

Please be advised that pursuant to the Customer Sales Agreement that is in effect between Zone One Energy, LLC, and the accounts attached to this notification, that attached accounts are being assigned and transferred to [NEW SUPPLIER NAME]. The effective dates associated with these transfers are provided in the attached account listing.

All terms and conditions that are currently in effect under the existing Customer Sales Agreements will survive this transfer and will remain in force without interruption.

If there are any questions concerning this matter, please contact us at 347-620-7283.

## Attachment G

The billing format for Zone One Energy, LLC Bills, when not billed through the LDC, will be as follows:

### Zone One Energy, LLC

105 W 86th Street  
Suite 101  
New York, NY 10024  
347-620-7283

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[Customer Name]

[Service Address]

[ LDC Account#]

[Zone One Energy, LLC Account #]

[Invoice Date]

[Invoice#]

[Amount Due]

Cycle Start Date: \_\_\_\_\_

Cycle End Date: \_\_\_\_\_

Usage: \_\_\_\_\_

Rate: \_\_\_\_\_

Sub-Total: \_\_\_\_\_

Taxes: \_\_\_\_\_

Total Current Charges: \_\_\_\_\_

Previous Balance: \_\_\_\_\_

Current Charges: \_\_\_\_\_

Payments Since Last Invoice: \_\_\_\_\_

Late Fees: \_\_\_\_\_

Net Amount Due: \_\_\_\_\_

## **Attachment H**

Procedures to obtain customer authorization for historic usage and credit information

Zone One Energy, LLC's standard Customer Agreement contains the following section, which will govern the manner in which Zone One Energy, LLC will be able to obtain utility account and credit information:

"Customer authorizes Zone One to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; credit information; public assistance status; and existence of medical emergencies, status as to whether Customer is 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 Zone One to determine whether it will commence and/or continue to provide energy supply service to Customer and to facilitate regular invoicing and collection of monies owed. Customer's execution of this Agreement shall constitute authorization for the release of this information to Zone One. This authorization will remain in effect during the Initial Term and any Renewal Term of the Sales Agreement. Customer may rescind this authorization at any time by providing written notice thereof to Zone One or calling Zone One at 1-347-620-7283."

## **Attachment I- OCS Services Provider Contact Form**

<<Confidential Information- REDACTED>>

## **Attachment J**

The required HEFPA documents are included below as part of this Attachment.

# Residential Payment Agreement

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

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

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

The total Amount owed to Zone One Energy, LLC for this account as of MM/DD/YYYY is **\$XX.XX**.

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

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, Zone One Energy, LLC may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, Zone One Energy, LLC 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 Zone One Energy, LLC at 347-620-7283.**

Payment of Outstanding Balance:

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



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

**Yes! I would like Budget Billing**

Acceptance of Agreement:

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

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

This agreement has been accepted by Zone One Energy, LLC. If you and Zone One Energy, LLC cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 347-620-7283.

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

**CONFIDENTIAL**  
***Evaluation of Customer's Ability To Pay***

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1. Employer Name, Address and Phone Number

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2. What is your monthly income?

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

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

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

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6. Do you own your home or do you rent? \_\_\_\_\_

7. What is your monthly mortgage or rent payment?

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

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

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10. Identify all other monthly expenditures by amount:

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

## BUDGET BILLING PLAN

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

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

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

Under this Plan, Zone One Energy, LLC agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

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

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

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

The Plan shall be subject to regular review for conformity with actual billings. Zone One Energy, LLC reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption 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, Zone One Energy, LLC 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 Zone One Energy, LLC a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

**Yes! I would like Budget Billing:**

**Return one signed copy to Zone One Energy, LLC by MM/DD/YYYY.**

## Quarterly Billing Plan

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

**Premise Address:** \_\_\_\_\_

**Account Number:** \_\_\_\_\_

Under this plan, Zone One Energy, LLC agrees to provide services in return for your agreement to make payments according to terms of this Plan.

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

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

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

**[ ] Yes!! would like Quarterly Billing:**

**Return one completed copy to Zone One Energy, LLC by MM/DD/YYYY.**

## Past Due Reminder Notice

CUSTOMER NAME: \_\_\_\_\_

PREMISE ADDRESS: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

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

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at 347-620-7283 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 Zone One Energy, LLC for this account as of MM/DD/YYYY is: \$XX.XX.**

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

105 W 86th Street  
Suite 101  
New York, NY 10024  
347-620-7283

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.

## Final Notice of Termination

If by the 20th calendar day after payment was due, the utility has neither received payment nor negotiated a new DPA the utility may demand full payment of the total outstanding charges and send a final notice of termination to the customer. The final notice of termination must include:

- the earliest date on which termination or disconnection may occur;
- the reasons for termination, including the total amount required to be paid, and the manner in which termination may be avoided;
- the address and phone number of the office of the utility that the customer may contact in reference to his account;
- the availability of utility procedures for handling complaints;
- a summary, prepared or approved by the commission or its authorized designee, of the protections available together with a notice that any customer eligible for such protections should contact the utility.
- The Final Notice of Termination may include any additional information not inconsistent with the regulations.
- The Final Notice of Termination must state, in a size type capable of attracting immediate attention, language conveying the following: THIS IS A FINAL TERMINATION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL.
- The Final Notice of Termination must inform the customer that suspension of the customer's distribution service can accompany the ESCO's commodity termination, even if the customer's account for distribution service is current.



## Special Notification of Social Services

After a utility has sent a final notice of termination to a residential customer who it knows is receiving public assistance, supplemental security income benefits or additional State payments pursuant to the Social Services Law, and for whom the utility has not received a guarantee of future payment from the local social services commissioner, it shall, not more than five days nor less than three days before the intended termination or disconnection, notify an appropriate official of the local social services district that payment for utility services has not been made.

- Such notification shall state that the customer has been sent a final notice of termination, specify the amount of arrears, and state the earliest date on which termination or disconnection may occur.
- In the case of a customer for whom the utility has received a guarantee of future payment from the local social services commissioner, the utility shall send a notice of nonpayment stating that payment has not been made and indicating the amount of the arrears to the recipient and to the local social services commissioner at the time the account would otherwise be subject to a final notice of termination or disconnection.
- If the notification is made orally, the utility shall within one business day mail a written notification to such social services official.
- Each utility shall, after consultation with an appropriate official in the social services district of each county served by the utility in whole or in part, compile and maintain a list of the social services officials who are to receive such notifications.
- A utility may notify an appropriate social services official that a customer it knows is receiving public assistance, supplemental security income benefits or additional State payments has failed to make timely payment for utility service, whenever it believes special circumstances affecting such customer should be brought to the immediate attention of the social services official. Such notification shall describe the special circumstances observed, specify the amount of arrears, and state the scheduled date of termination or disconnection, if one has been set.

## **Final Notice of Suspension**

The Final Notice of Suspension from, or on behalf of, an ESCO shall inform the customer that suspension of the customer's distribution service can accompany the ESCO's commodity termination, even if the customer's account for distribution service is current, and shall state the amounts which must be paid to

- restore commodity supply and, if different,
- to end suspension of distribution service.

Further, when the ESCO seeks suspension of distribution service, two notices are required:

- a notice to the customer stating that his or her service is subject to suspension after 15 days, the amount to be paid to avoid suspension, the amount to be paid to resume service after suspension and, if different, the amount necessary to end suspension;
- and a notice to the utility requesting suspension of the customer's distribution service and certifying that the HEFPA provisions have been satisfied.

## Deferred Payment Agreements (DPA)(§11.10)

A Deferred Payment Agreement (DPA) is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the utility and the customer or applicant. A utility must 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 the written offer of a DPA. A DPA:

- must provide for installments as low as \$10 per month and no down payment, when the customer demonstrates financial need for such terms;
- may provide for any size or no down payment, and installments on any schedule over any period of time if mutually agreed to by the parties;

### DPA Form

A DPA form shall in clear and understandable language and format contain the following information:

- that the utility is required to offer a DPA that the customer is able to pay, considering his or her financial circumstances, and that the DPA should not be signed if the customer is unable to pay its terms;
- that if the customer demonstrates financial need, alternate terms will be available, a down payment may not be required, and installments may be as low as \$10 per month above current bills;
- that assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from a local social services office;
- that if the customer is unable to pay the terms of the DPA, or if for any other reason the customer wishes to discuss the DPA, the customer should call the utility at a specified telephone number, and that if any further assistance is needed, the customer should call the Public Service Commission at a specified telephone number;
- that by signing and returning the form together with any required down payment to the utility within the required time period, the customer will be entering into a DPA, and by doing so, will avoid termination, disconnection or suspension of service;
- the date by which the copy signed by the customer, and any applicable down payment, must be received by the utility in order to avoid termination, disconnection or suspension of service, if applicable, provided, however, that such date may not be less than six business days after the DPA is sent by the utility;
- the utility's policy if the DPA is not signed and returned as required;
- the total amount due, the required down payment, if any, and the exact dollar amount and due date of each installment;
- that if the customer fails to comply with the terms of the DPA, the utility will take steps to terminate, disconnect or suspend service;

- that the customer has a right to immediate enrollment on a levelized payment plan. This notice must be placed close to the signature line, include a conspicuous check-box option, and give a specified telephone number to call the utility for more information;
- brief explanation of the levelized payment plan;
- and that if the customer later can demonstrate that his or her financial circumstances have changed significantly because of conditions beyond his or her control, the utility must amend the terms of the DPA to reflect such changes.

## **Written Procedures**

- A utility must develop written DPA procedures and forms for evaluating the financial need of a customer or applicant, for assuring the confidential handling of such information, for arriving at fair and equitable payment terms and for training its personnel, which procedures shall be filed with the Office of Consumer Services.

## **Asset Evaluation Form**

- A utility may require that a customer complete a form showing assets, income and expenses, and provide reasonable substantiation of the information on that form.
- The form must be handled confidentially.

## **Reminder Notice**

If a customer fails to make timely payment in accordance with a DPA, the utility must send a reminder notice at least eight calendar days prior to the day when a final notice of termination, disconnection or suspension will be sent, stating in conspicuous, bold type that:

- the customer 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, disconnection or suspension notice may be issued;
- if the customer can demonstrate that he or she is unable to make payment under the terms of the DPA because his or her financial circumstances have changed significantly because of conditions beyond his or her control, the customer should immediately contact the utility at a specified telephone number because a new DPA may be available.

If by the 20th calendar day after payment was due, the utility has neither received payment nor negotiated a new DPA, the utility may demand full payment of the total outstanding charges and send a final termination, disconnection or suspension notice which states:

- that if the customer can demonstrate that he or she is unable to make payment under the terms of the DPA because his or her financial circumstances have changed significantly because of conditions beyond his or her control, the customer should immediately contact the utility at a specified telephone number because a new DPA may be available;

- that assistance to maintain utility service may be available from a local social services office;
- that before the social services office will provide assistance, the customer generally must provide the utility with information showing assets, income and expenses to evaluate whether the customer is entitled to a new DPA; and
- either the address and telephone number of the appropriate social services office, or the local social services information number.
- If the final termination, disconnection or suspension notice is sent because the customer has broken a DPA which required payment over a shorter period than the standard DPA for that customer would allow, the final termination, disconnection or suspension notice must also be accompanied by a written offer of a new DPA to pay the outstanding balance in monthly installments.

## **Budget/Levelized Payment Plans**

- Every utility shall offer residential customers a voluntary budget billing or levelized payment plan for the payment of charges.
- The plan shall be designed to reduce fluctuations in customers' bills due to seasonal patterns of consumption.
- Any such plan shall also be offered to customers who are condominium associations or cooperative housing corporations.
- Unless otherwise authorized by the commission, each such plan shall be based on the customer's recent 12-month experience, adjusted for known changes. If 12 months of billing data are not available for the customer, then 12 months of billing data for the premises shall be used. If 12 months of billing data are not available for the premises, then the utility shall estimate future consumption over the next 12-month period.
- Each such plan shall provide that bills clearly identify consumption and state the amounts that would be due without levelized or budget billing; such information need not be supplied on interim bills for customers billed on a bimonthly basis.
- Each such plan shall provide that bills be subject to regular review for conformity with actual billings.
- Each such plan shall be filed with the commission, and any significant changes in the plan shall be submitted to the commission for review before implementation.

## Annual Notification of Rights

Every utility shall, at the time service is initiated to a residential customer and at least annually thereafter, by a notice accompanying a regular bill or in a separate mailing, provide residential customers with a summary of their rights and obligations under the Home Energy Fair Practices Act and the Energy Consumer Protection Act of 2002.

At a minimum, the summary shall include the following:

- a description of the complaint-handling procedures available at the utility and the commission;
- the rights and obligations of residential customers relating to payment of bills, termination, disconnection and suspension of service and reconnection of service;
- a description of special protections afforded the elderly, blind and disabled; persons with medical emergencies; persons receiving public assistance, supplemental security income benefits or additional State payments; and persons in two-family dwellings;
- a request that residential customers who qualify for the protections referred to above voluntarily so inform the utility;
- the right of a customer to designate a third party to receive copies of all notices relating to termination, disconnection and suspension of service or other credit notices;
- appropriate forms that customers claiming the protections identified above may fill out and return;
- a description of the customers' rights in regard to deferred payment plans and the holding and demanding of security deposits by the utility; and
- a description of the utility's budget or levelized payment plans.

Every utility which offers time-of-use rates shall provide the following information, at least twice per year, by a notice accompanying a regular bill or in a separate mailing to its customers billed on such rates:

- a description of the hours for which these rates are available for both standard and daylight savings time;
- if resetting the electric time-of-use meter is necessary to restore the effective hours of the time-of-use rates following an interruption of service, a description of procedures such customers shall follow in order to have their time-of-use electric meter reset; and
- if resetting the electric time-of-use meter is necessary, when the utility has knowledge of an outage, a statement within 60 days of such outage that the time-of-use rate may not be applied at the previously stated times until the time-of-use electric meter is reset.

## FINAL TERMINATION NOTICE

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

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

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

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

Dear (customer name):

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

If you disagree with the amount owed, you may write us at Zone One Energy, LLC, 105 West 86<sup>th</sup> Street, Suite 101, New York, NY 10024, or call us at 877-363-9867. You may also contact the Public Service Commission at 1-800-342-3377.

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

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

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at 347-620-7283. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

Zone One Energy, LLC  
Credit and Collections

# FINAL SUSPENSION NOTICE

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

Zone One Energy, LLC  
105 West 86<sup>th</sup> Street, Suite 101  
New York, NY 10024  
877-363-9867

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,

Zone One Energy, LLC  
Credit and Collections



## **Attachment I- Internal Procedures to Prevent Slamming or Cramming**

The following procedures will be used to prevent slamming or cramming by Zone One Energy, LLC.

- 1) All Customer Agreements will be executed by an adult who has authority to enter into such agreements on behalf of the account owner.
- 2) All Customer Agreements will be countersigned by a Zone One Energy, LLC representative, who will clearly identify himself or herself, and will present a photo ID badge to substantiate his or her identity.
- 3) All Zone One Energy, LLC representatives will clearly state that they do not represent the utility, and that switching to an ESCO is optional.
- 4) All Zone One Energy, LLC representatives will be thoroughly trained regarding how to operate in a professional and ethical manner, consistent with the company's Marketing Standards Quality Assurance Plan. Such training will be ongoing, and will apprise representatives of any changes to this Plan, as well as changes within the regulatory environment in which Zone One Energy, LLC operates.
- 5) The Marketing Standards Quality Assurance Plan will be rigorously enforced, with representatives being terminated for non-compliance.
- 6) Cramming activity will be strictly forbidden. Only changes pertaining to the provision of electric supply will be included on any bill.
- 7) All marketing activity will be closely monitored to ensure that no slamming activity occurs.
- 8) All relevant sections in the Uniform Business Practices code will be followed.

## **Attachment K**

Zone One Energy, LLC attests that it will comply with the requirements of New York State's Environmental Disclosure Program.