



**Department of
Public Service**

UPDATED APPLICATIONS PURSUANT TO ORDER 15-M-0157 DUE MARCH 11, 2020
SHOULD BE FILED IN MATTER 19-02972

**ENERGY SERVICES COMPANY (ESCO)
RETAIL ACCESS APPLICATION FORM (RAAF)**

1. Business Information

A. Business Name: U.S. Energy Partners LLC

Address: 8420 Main Street

City: Buffalo

State: NY

Zip: 14221

Telephone: 716-631-1517

Fax:

Website Address: www.USEPelectric.com

Customer Service Email Address: info@USEPelectric.com

Toll Free Number: 844-590-0653

If you intend to market your services under a DBA, list name here:

(Copy of your certificate of assumed name is required, please attach)

B. List energy affiliates, including upstream owners and subsidiaries, (include additional sheets if necessary):

Name: EnviroGen Marketing LLC

Contact Name: Robert Kreppel

Address: 8420 Main Street

City: Buffalo

State: NY

Zip: 14221

Telephone: 716-631-1518

Fax:

Email Address:

C. During the previous 36 months, have any criminal or regulatory sanctions been imposed against any senior officer of the ESCO applicant or any entity holding ownership interests of 10% or more in the ESCO? Yes ☐ No ☒

- a. If yes, provide the name and title of each such person as well as a detailed explanation of the sanctions and any relevant context (add additional sheets if necessary):

D. List all states that your company has operated in within the last 24 months:

New York

E. List all trade names used in other states:

N/A

2. Contact Information

A. Executive Contact

Name: Robert Kreppel

Title: President

Address: 8420 Main Street

City: Buffalo

State: NY

Zip: 14221

Telephone: 716-631-1518

Fax: 716-631-1519

Email Address: rkreppel@usepelectric.com

B. Regulatory Contact

Name: Robert Kreppel

Title: President

Address: 8420 Main Street

City: Buffalo

State: NY

Zip: 14221

Telephone: 716-631-1518

Fax:

Email Address: rkreppel@usepelectric.com

C. Marketing Contact

Name: Neil Hayden

Title: Executive Vice President

Address: 8420 Main Street

City: Buffalo

State: NY

Zip: 14221

Telephone: 716-631-0371

Fax:

Email Address: nhayden@usepelectric.com

D. EDI Vendor

Vendor Name: Big Data Energy Services Inc

Contact Name: Jennifer teel

Address: 5333 Westheimer Road

City: Houston

State: TX

Zip: 77056

Telephone: 713-922-1213

Fax: M/A

Email Address: jennifer.teel@bigdtata energy.com

3. Markets for Which Eligibility is Sought ("√" relevant boxes):

Market:	Industrial and Large Commercial	Residential and Small Non-Residential (the Mass Market)
Eligibility Sought:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

4. Identify the Types and Locations of Markets

- A. **Eligible ESCOs that have completed Phase III Testing**, place an "√" in the applicable cells of the table below to 1) designate the individual utility retail access programs in which you participate, and the customer market(s) in each program you serve, 2) indicate the commodities you offer in each service territory; and 3) indicate the billing options you offer in each territory.
- B. If you are a **new ESCO applying for eligibility**, please leave this section blank.
- C. If you are an **ESCO that has eligibility but are not serving**, leave this section blank. When you complete Phase III Testing or begin serving you should resubmit this form with the appropriate boxes checked.

Utility	Customer Markets		Commodity		Billing Options			
	Mass Market	Non-Res	Nat Gas	Electric	Utility Rate Ready (URR)	Utility Bill Ready (UBR)	ESCO Combined Billing ¹	Dual Bill
Central Hudson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	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	<input type="checkbox"/>
Corning Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a	n/a
LIPA	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a	n/a	n/a	n/a
National Grid (KEDNY, KEDLI)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	<input type="checkbox"/>	n/a	<input type="checkbox"/>
National Grid (Upstate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input checked="" type="checkbox"/>
National Fuel Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>
NYSEG	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>
Orange & Rockland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	<input type="checkbox"/>
Rochester Gas & Electric	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>	n/a	<input type="checkbox"/>
St. Lawrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a	n/a

¹ National Fuel users Single Retailer EDI transactions to support ECB.

5. Identify Method(s) of Marketing

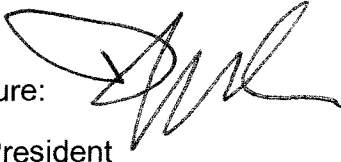
Marketing Type	Residential	Small Non-Residential	Industrial and Large Commercial
Door to Door	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kiosk Sales (at store or event)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Appointment Only	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Telemarketing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Direct Mail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Through Partners (attach list)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Online Advertisements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Web Enrollments	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. Identify Types of Products Offered

Product Type (see instructions)	Residential	Small Non-Residential	Industrial and Large Commercial
Variable-Rate (commodity only) with Guaranteed Savings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fixed-Rate within Price Cap	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Renewable (50 percentage points greater than RES LSE Obligation for the year)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Product Type Specifically Approved by the Commission (if applicable, attach detailed description)	<input type="checkbox"/>	<input type="checkbox"/>	N/A
Other	N/A	N/A	<input type="checkbox"/>

8. Signature

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

Signature: 

Title: President

Printed Name: Robert Kreppel

Date: 10/16/20

Company Name: U.S. Energy Partners LLC

FILING RECEIPT

=====

ENTITY NAME: ENVIROGEN, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: ERIE

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00 *

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FILED:10/24/2002 DURATION:***** CASH#:021024000612 FILM #:021024000595

ADDRESS FOR PROCESS

EXIST DATE

C/O ROBERT J KREPPPEL ESQ
4990 SANDSTONE COURT
CLARENCE, NY 14031

10/24/2002

REGISTERED AGENT



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FILER	FEES	200.00	PAYMENTS	200.00
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	FILING	200.00	CASH	0.00
ROBERT J KREPPPEL ESQ	TAX	0.00	CHECK	200.00
4990 SANDSTONE COURT	CERT	0.00	CHARGE	0.00
	COPIES	0.00	DRAWDOWN	0.00
CLARENCE, NY 14031	HANDLING	0.00	BILLED	0.00
			REFUND	0.00

=====

FILING RECEIPT

=====

ENTITY NAME: U.S. ENERGY PARTNERS LLC

DOCUMENT TYPE: AMENDMENT (DOM LLC)
NAME

COUNTY: ERIE

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

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FILED:06/27/2003 DURATION:***** CASH#:030627000693 FILM #:030627000673

ADDRESS FOR PROCESS

REGISTERED AGENT

=====

FILER	FEES	85.00	PAYMENTS	85.00
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	FILING	60.00	CASH	0.00
ROBERT J KREPPPEL	TAX	0.00	CHECK	0.00
4990 SANDSTONE COURT	CERT	0.00	CHARGE	85.00
	COPIES	0.00	DRAWDOWN	0.00
CLARENCE, NY 14031	HANDLING	25.00	BILLED	0.00
			REFUND	0.00

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NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 14, 2020.

Selected Entity Name: U.S. ENERGY PARTNERS LLC

Selected Entity Status Information

Current Entity Name: U.S. ENERGY PARTNERS LLC

DOS ID #: 2826789

Initial DOS Filing Date: OCTOBER 24, 2002

County: ERIE

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

ROBERT KREPPEL
8420 MAIN STREET
BUFFALO, NEW YORK, 14221

Registered Agent

REGISTERED AGENT REVOKED

, ,

This office does not require or maintain information regarding the names and addresses of members or managers of nonprofessional limited liability companies. Professional limited liability companies must include the name(s) and address(es) of the original members, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

of Shares Type of Stock \$ Value per Share

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
JUN 27, 2003	Actual	U.S. ENERGY PARTNERS LLC
OCT 24, 2002	Actual	ENVIROGEN, LLC

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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U.S. Energy Partners LLC
8205 Main Street, Suite 11
Buffalo, NY 14221
Ph: (716) 631-0504

(picture)

An Independent Energy
Services Company

Name
Senior Sales Representative

Schedule C

U.S. Energy Partners LLC

Marketing Standards and Quality Assurance Program

Updated 1/20/20

1. **Introduction**

The goal of U.S. Energy Partners LLC (“USEP”) is to provide customers with the ability to make informed choices regarding the energy products and services offered by USEP 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 USEP and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

USEP Marketing Training and Quality Assurance Program (“Program”) provides the requisite training and review standards that will govern the operation of USEP’s marketing programs and modalities. This program is designed to ensure that all marketing efforts are conducted in a manner consistent with the competitive retail energy market and the products and services offered by USEP and that the information provided to customers is accurate, relevant and understandable.

The program will be implemented under the supervision of the President of the company.

2. **Training of Employee Representatives**

A. All individuals hired by USEP 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 USEP and the local distribution utility (“LDU”).

2. Knowledge of the relevant sections of the New York Uniform Business Practices (“UBP”), with particular emphasis on Sections 10 and Attachments 1 – 3 of Section 5;

3. Knowledge of other applicable laws, rules and regulations.

4. Information concerning the products and services offered by USEP including details of USEP’s rates, payment options, agreement terms and the customers’ right to cancel, including the applicability of an early termination fee.

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5. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertain to residential customers as well as the Consumer Bill of Rights; and

6. The requirement to provide the customer with a toll-free number from which the customer may obtain information about USEP'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 USEP.

2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of USEP.

3. In the case of in-person marketing, display the USEP photo ID.

4. The representative should never represent that the USEP marketing representative is an employee or representative or acting on behalf of a distribution utility.

5. The representative should always cover the subjects listed in the Customer Disclosure Statement.

6. The representative must adhere to the standards applicable to each type of marketing approach.

7. A representative doing door to door marketing of residential customers must provide a copy of the Consumer Bill of Rights before the marketer commences his or her sales presentation.

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

3. Quality Assurance Program

USEP will apply various business and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with USEP'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. Electronic and Internet Marketing – Procedures to be used in the event USEP engages in Electronic or 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 USEP or to continue or modify the service they receive from USEP.
2. The website will incorporate the matters listed in the Customer Disclosure Statement.
3. The website will include the latest product offers available by USEP.
4. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A – E, as amended.
5. Within 3 business days of final agreement to initiate service, USEP will send an electronic confirmation notice to the customer at the customer's e-mail address.
6. USEP 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.

B. In Person Marketing

1. USEP 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 USEP.
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. USEP 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. USEP will work with the representative to address any identified deficiency. USEP will reserve the right to

immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with USEP's quality control standards.

6. USEP 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 USEP photo ID.

8. The training of the salespersons will, in addition to covering the items listed in Section 2 above, will also emphasize the provisions of UBP Section 10.C.1.

C. Direct Mail Marketing – Policies and procedures in the event that USEP engages in Direct mail Marketing

1. USEP will review and prepare all materials used in a direct mail solicitation.

2. Customers will be provided with a complete copy of the Sales Agreement including the Customer Disclosure Statement.

3. USEP will employ direct mail solicitations that are consistent with the UBP and Applicable law.

D. External Marketing

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

1. USEP will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of USEP.

2. USEP will require the provision of at least two references for outside vendors seeking to provide marketing services.

3. USEP will require the vendor to conduct marketing activities consistent with the provisions of the program.

4. USEP will provide the vendor USEP written training materials.

5. USEP will prepare all sales and verifications 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 USEP.

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

8. USEP 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.

NOTE: USEP has relationships with energy consultants that represent multiple energy suppliers. USEP does not out-source any door to door, telemarketing or other third party vendors for the sales process.

4. Dispute Resolution Process

USEP 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 USEP 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, USEP will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.

4. USEP 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, USEP 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.

5. Document Retention

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

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6. Modification

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

Schedule E

Third Party Verification Script

USEP does not engage door to door marketing or telemarketing. Thus, we do not have a third party verification script.

Schedule F

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NOTICE OF ASSIGNMENT

Customer Name _____
For Service at: _____
Customer Account Number _____

PLEASE TAKE NOTICE that, on [Effective Date] _____, ESCO Inc., ("ESCO") will assign its Contract with _____ (Customer), dated ____ (original date of contract) _____, to [Name of New ESCO] _____, as provided for in that Contract. You have the right to either select a different supplier or return to full service with your utility. If you take no action, your service will be assigned to the supplier identified above on the specified date. There will be no changes in the price, terms or conditions of service as set forth in Your Contract with ESCO as a result of this assignment.

ESCO
Street
City, New York Zip
Phone
email.com

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**U.S. ENERGY PARTNERS LLC
NOTICE OF TRANSFER OF 5000 OR MORE
CUSTOMERS**

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

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

US Energy Partners, LLC

Invoice

Date	Invoice #
10/16/2020	1621

Bill To

Terms	Due Date
	10/16/2020

[illegible]

Schedule H

Procedures to Authorize Access to Customer Historical Information

Customers execute a document which states that the customer authorizes the local utility to provide available account information to the Company including historic usage and credit information.

Mass Market Promotional Materials

U.S Energy Partners LLC ("USEP") does not currently market to mass market customer. All customers, must sign an agreement to commence service with USEP. All residential customers are month to month and can return to the utility at any time without a termination fee. They are guaranteed to save money. Over a twelve month period, their total electric bill when served by USEP will be less than if they had received traditional utility service.

schedule J

Deferred Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to U.S. Energy Partners LLC for these accounts as of MM/DD/YYYY is **\$XX.XX**.

U. S. Energy Partners 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, may terminate U. S. Energy Partners LLC commodity service, as well as seek to suspend your [LDNAME] service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, 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 [ESCO NAME] at 1-800-XXX-XXXX.**

Payment of Outstanding Balance:

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

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

Yes! I would like Budget Billing ☐

Acceptance of Agreement:

Customer Signature: _____ Date: _____

This agreement has been accepted by U. S. Energy Partners LLC. If you and U. S. Energy Partners LLC cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your contract may be terminated, and U.S. Energy Partners LLC may pursue suspension of your [LDNAME] Service.

CONFIDENTIAL
Evaluation of Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income?

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

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

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

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

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

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

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

10. Identify all other monthly expenditures by amount:

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

BUDGET BILLING PLAN

Customer Name: _____

Address: _____

Account# _____

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

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

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

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

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

BUDGET BILLING PLAN

Page 2

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

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

Yes! I would like Budget Billing: ☐

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

Quarterly Billing Plan

Customer Name: _____

Premise Address: _____

Account Number: _____

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

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

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

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

☐ **Yes! I would like Quarterly Billing:**

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

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

U.S. Energy Partners LLC
8420 Main Street Suite 11
Buffalo, New York 14221
716-631-1517

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

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

FINAL TERMINATION NOTICE

DATE

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

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

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

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

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

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

Sincerely,

[UTILITY NAME]
Credit and Collections

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.

Date

Customer Name
Customer Address
Account Number

Re: Discontinuance of Service

Dear (Customer),

This letter is to inform you that effective _____, (30 calendar days notice) (your ESCO Co.) will discontinue providing retail electricity services in your area. Your Terms of Service Agreement ("Agreement") with (your ESCO Co.) for the purchase of (electricity, gas or both) will be assigned to another Energy Service Company (ESCO). You will receive a separate notification informing you of this assignment and provide instructions on options available if you want to select a different energy provider.

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

If you have any questions about this notification, contact ESCO Co. at 1-800-000-0000.

Sincerely,

Your ESCO Co.

Procedures for Prevention of Slamming and Cramming

U.S Energy Partners LLC ("USEP") has a policy of enrolling customers only after they have received, reviewed and executed a written agreement, and returned it to USEP. This avoids slamming and cramming.

USEP will institute the following procedures to prevent slamming and cramming:

1. All marketing representatives will be required to clearly identify that they are marketing on behalf of USEP.
2. Identify that the individual being marketed to is authorized to purchase commodity for the account.
3. Follow specific procedures codified in Section 5, Attachments 1, 2 and 3 and Section 10 of the Uniform Business Practices.
4. USEP will monitor marketing scripts and review telemarketing calls to maintain service quality
5. Cramming will be prevented as USEP will use utility consolidated billing in the service territories where it operates, thereby limiting the items included on the bill.
6. USEP will implement and follow the provisions of the Marketing Training and Quality Assurance program.
7. USEP's marketing representatives will display the appropriate Photo Identification.

Schedule M

Environmental Disclosure Program

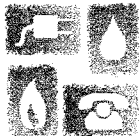
Officer Attestation

I, Robert J. Kreppel, a duly authorized officer of U.S. Energy Partners LLC ("USEP"), do hereby certify and attest that I have full authority to represent on behalf of USEP. Further, USEP will comply with the requirements of New York State's Environmental Disclosure Program.



Dated 1/20/20

10/15/20



S ch N

New York State Public Service Commission

Office of Consumer Services
Service Provider Contact Information

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

Date 10/16/2000

Company Name U.S. Energy Partners LLC

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

President

Mailing Address Robert J. Kreppel
8420 Main St
Buffalo, NY 14221
Email Address rkreppel@USEPelectric.com
Phone Number 716-631-1518 Fax Number 716-631-1519

Vice President / Director of Customer Service Neil Hayden

Mailing Address 8420 Main St
Buffalo, NY 14221
Email Address nhayden@USEPelectric.com
Phone Number 716-631-0371 Fax Number 716-631-1519

Primary Regulatory Complaint Manager Linda Beckinghausen

Mailing Address 8420 Main St
Buffalo, NY 14221
Email Address Linda@USEPelectric.com
Phone Number 716-580-3187 Fax Number 716-631-1519

Secondary Regulatory Complaint Manager Robert J. Kreppel

Mailing Address Same as above
Email Address _____
Phone Number _____ Fax Number _____

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people.

(NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A

SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL

DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: Linda@USEPelectric.com Fax: 716-631-1517

Sch P

COMPLAINT DATA

U.S. Energy Partners LLC ("USEP") only serves customers in New York State and has zero complaints in the last 24 months.

Sch Q

Security and Data Breaches Report

U.S. Energy Partners LLC ("USEP") has had no security breaches with respect to our data or our system in the last 24 months. Further, USEP has executed the Data Security Agreement along with the self-attestation associated with that agreement and is in full compliance with those measures.

Sch R

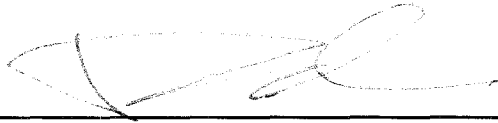
Financial Stability Statement

U.S. Energy Partners LLC ("USEP") and its affiliates have had no bankruptcy, dissolution, merger, or acquisition activities during the 24 months prior to this application.

Sch 5

Officer Certification

I, Robert J. Kreppel, a duly authorized officer of U.S. Energy Partners LLC ("USEP"), do hereby certify that I have full authority to represent on behalf of USEP and further represent that USEP will comply with all applicable laws and regulations in participating in the retail energy market in New York State.

A handwritten signature in black ink, appearing to read 'R. Kreppel', is written above a solid horizontal line.

Dated 1/20/20