



**Brittany Nolan**  
**Senior Paralegal**

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January 15, 2016

Ms. Robyn Taylor  
New York State Department of Public Service  
3 Empire State Plaza  
Albany, New York 12223  
[robin.taylor@dps.ny.gov](mailto:robin.taylor@dps.ny.gov)

Re: Viridian Energy PA, LLC - ESCO Code VRPA

Dear Ms. Taylor,

On behalf of Viridian Energy PA, LLC we respectfully submit the below changes in accordance with the Uniform business practices (UBP) Section 2.D for the gas license requirements. Please see the below contacts. Additionally, the residential and small commercial contact has been updated, please see the attached. All other information reported on the 2015 RAAF gas form submitted is current. The changes for the 2015 RAAF form submitted are as follows:

2. Contact Information:

Executive Contact

Barbara Clay  
SVP & General Counsel  
1055 Washington Blvd., 7<sup>th</sup> Floor  
Stamford, CT 06901

Regulatory Contact

Barbara Clay  
SVP & General Counsel  
1055 Washington Blvd., 7<sup>th</sup> Floor  
Stamford, CT 06901

Please let me know if you have any questions. I can be reached directly at 203-663-7530.

Sincerely,

Brittany Nolan



## NEW YORK TERMS & CONDITIONS

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

<b>PRICE</b>	Your Rate, which will determine the Price you pay for your supply Services, is specified in your Enrollment Documentation.
<b>VARIABLE RATE</b>	If you selected a variable rate, the Rate for your Service for your first billing period is the Rate indicated in your Enrollment Documentation (“ <u>Variable Rate</u> ”). Variable Rates are set in the Company’s discretion and may vary based on numerous factors, including, but not limited to, the Company’s assessment of applicable market conditions, operation costs, historic and projected supply and hedging costs, prior meter read cycle’s pricing and balancing costs, projected average customer bill amounts and Utility pricing or “price to compare” and applicable pricing reset dates and may include the following additional costs: ancillary services and other ISO costs, capacity costs, transmission costs, line loss costs, RMR costs, credit costs, balancing costs, winter reliability costs, and costs associated with meeting any applicable Renewable Portfolio Standards, and a profit margin determined in the Company’s discretion that may vary from month to month. Your variable Rate will not include taxes, which will be assessed separately, and will not include any fees, taxes or charges directly assessed by the Utility. If you have chosen a variable rate select plan, see your Enrollment Documentation and “Additional Terms & Conditions for Select Plans” herein for specific details.
<b>FIXED RATE</b>	If you selected a fixed rate, the Rate for your Service is the Rate indicated in your Enrollment Documentation for the Term (“ <u>Fixed Rate</u> ”).
<b>INDEX RATE</b>	If you selected an index rate, the Rate for your Service will be the index Rate indicated in your Enrollment Documentation and will vary in accordance with the terms of the specific index (“ <u>Index Rate</u> ”).
<b>TERM</b>	Your Agreement will continue for the Term specified in your Enrollment Documentation, or as additionally described herein.
<b>RESCISSION</b>	If you are a residential customer, you may rescind this Agreement, without fees or penalties of any kind, at any time prior to midnight of the third business day after you received this written Agreement (“ <u>Rescission Period</u> ”).
<b>TERMINATION FEES</b>	If you selected a Variable Rate or Index Rate, unless otherwise detailed in your Enrollment Documentation, no termination fees will apply. For residential customers that selected a Fixed Rate, the Termination Fee listed in your Enrollment Documentation will apply to each Service you terminate after the Rescission Period, but before your Term or Renewal

	Term ends, or if you Default. For small commercial customers, see Section 4.
<b>LATE FEES</b>	Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility’s billing and payment policies and procedures.
<b>RENEWAL</b>	For any Fixed Rate plan, you will receive notice from Company (between thirty and sixty days prior to the end of your Term) that you will be enrolled: (i) on the Fixed Rate plan provided in the notice (unless you choose, pursuant to Section 4, to cancel within three (3) business days after receiving the first billing statement at which time no Termination Fee will apply), or (ii) on the Company’s variable rate plan available at such time. For any Variable Rate plan, you will not receive a renewal notice unless your Enrollment Documentation states otherwise.
<b>GUARANTEED SAVINGS</b>	You understand that unless you have been offered a Rate in writing confirmed by the Company that expressly provides otherwise, there are no guaranteed savings.

1. **SERVICES.** Upon successful completion and receipt of all customer enrollment requirements, Company will supply Services for your home or small business. Company is a retail marketer of Services and is not your Utility. Your Utility will continue to deliver Services to your home or small business, read your meter, send your bill and make repairs and charge you for its services related to delivering your commodities. Your Utility will also respond to emergencies and provide other traditional utility services. You understand that you are not required to switch your Services to Company. There is no charge for starting or stopping Service; however, an early contract termination fee may apply as described herein. This Agreement is subject to the eligibility requirements of your Utility and Company may choose not to accept this Agreement for any reason. If you are enrolled in any Utility or government programs, enrolling with Company may impact your participation in these programs. Please check with your Utility or program administrator before enrolling with Company.

2. **TERM.** Company will begin supplying your Services when the Utility switches your account to Company. Your Agreement will continue for the Term specified in the Enrollment Documentation or herein, and if applicable for the Renewal Term. Your Term is based on monthly billing cycles as determined by your Utility and each monthly billing cycle may not represent a full calendar month. If your Utility bills bimonthly, Company will treat this as two monthly billing cycles. Typically it takes one to two billing cycles for your Service to be switched from your Utility to the Company, but there may be a delay before the Utility switches Services and you understand that Company is not responsible for any such delays. You may receive written notification from your Utility confirming your switch to Company.

3. **PRICE.** Each month you will pay for the Services you consume. For electricity, your bill will be calculated by multiplying your Rate by the amount of electricity you consumed in kilowatt-hours during the billing cycle, plus any applicable Fees. For natural gas, your bill will be calculated by

multiplying your Rate by the amount of natural gas you consumed in ccfs, or therms, as the case may be, during the billing cycle, plus any applicable Fees. Depending on your Utility's billing practices, your Rate during the billing cycle may be applied pro rata, resulting in a blended rate of the previous month and the current month Rate. If your price is based on an estimated usage for such Services, the Company has the right to bill you on actual usage when such information is made available and you have the obligation to pay Company for such actual usage amounts.

4. **RESCISSION; TERMINATION.** To terminate or rescind this Agreement, you must notify Company as detailed in Section 13 or your Utility. Please provide your name, address, phone number, account number and a statement that you are rescinding or terminating the Agreement. Rescission is effective immediately. Termination will be processed immediately but is effective upon your Utility processing your termination and you are obligated to pay for the Services provided pursuant to this Agreement until you are returned to your Utility or alternative supplier. If you are a small business customer and selected a Fixed Rate, unless otherwise stated in your Enrollment Documentation, your early termination fee for each Service is equal to the Remaining Contract Quantity times the greater of (i) Contract Price less Market Price at the time of the Termination, or (ii) \$0.02/kWh or Ccf/therm. Remaining Contract Quantity shall mean the total estimated usage for the period remaining in the Fixed Term of this Agreement at the time of termination, based on Buyer's historical usage or Company's estimated usage calculated in a commercially reasonable manner. The Market Price for the remainder of the Fixed Term will be determined by Company in a commercially reasonable manner. The Company may terminate this Agreement by providing you notice as required by law.

5. **BILLING AND PAYMENT.** The Services you purchase from Company will be included in your Utility monthly bill or in a separate invoice from Company. If from the Utility, the Utility will set your payment due date and the payment address. Any bill not paid in full by its due date will incur a late payment fee in accordance with the Utility's or the Company's billing and payment policies and procedures. You may be liable for the costs the Company incurs if Company must terminate your Services for failure to pay, such as collection costs or attorney fees. Company shall have the right to setoff and net against any undisputed amounts owed by you under this Agreement, and the Company shall additionally have the right to setoff and net against any deposit or security provided by you pursuant to this Agreement any amounts, charges or damages owed by you to Company. You will be billed and pay Company for the Services based on meter readings and consumption information that Company receives from your Utility ("**Billing Quantity**"). For commercial accounts, Company will have the option to adjust the Billing Quantity for fuel and line loss retained by your Utility and interstate transporters from the Purchased Quantities. You are responsible for paying and reimbursing Company for all applicable Fees. If you are tax exempt, you must furnish Company an exemption certificate before your Services commence.

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

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

b. **Customer Information.** You authorize Company to obtain your Customer Information from your Utility. This Agreement provides authorization for the Company to contact you about our other products and services or share information about your account with any designated partner or with any third-party vendor the Company uses to provide services and rewards to you. The Company reserves the right to share your Customer Information with Company Agents, to the extent permitted by law.

7. **RENEWAL NOTICE.** Each new renewal period after your initial Term will be deemed a "**Renewal Term**". For any Variable Rate plan, you will not receive a renewal notice unless your Enrollment Documentation states otherwise. For any Fixed Rate plan, you will receive notice from Company (between thirty and sixty days prior to the end of your Term) that you will be enrolled: (i) on the Fixed Rate plan provided in the notice (unless you choose, pursuant to Section 4, to cancel within three (3) business days after receiving the first billing statement at which time no Termination Fee will apply), or (ii) on the Company's Variable Rate plan available at such time.

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

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

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

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

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

10. **EMERGENCY.** In the event of an emergency such as a power failure, a downed power line, or a natural gas leak, you should call your Utility. Your Utility contact numbers are listed on page 4 of this Agreement. You can also call your local emergency personnel at 911 if the emergency warrants.

11. **LIMITATIONS OF LIABILITY AND WARRANTY.** NEITHER YOU NOR COMPANY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES. COMPANY DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULLEST EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE FOR BILLING OR COMMUNICATION ERRORS AFTER 90 DAYS IF YOU DO NOT CONTACT US REGARDING SUCH ERRORS WITHIN 90 DAYS AFTER THE STATEMENT SHOWING THE TRANSACTION HAS

BEEN MAILED TO YOU. IF YOU CAN SHOW A GOOD REASON (SUCH AS A LONG TRIP OR HOSPITAL STAY) KEPT YOU FROM INFORMING US, WE MAY EXTEND THE TIME PERIOD.

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

13. **CONTACTING COMPANY.** For any notice required in this Agreement or to contact us generally, you may contact the Company by (i) email, at [customercare@viridian.com](mailto:customercare@viridian.com), (ii) mail, at 1055 Washington Boulevard, 7th Floor, Stamford, CT 06901, or (iii) phone, at 1-866-663-2508. In case of an emergency, please contact your Utility at the number provided in the Emergency section, Section 10 and on page 4.

14. **MISCELLANEOUS.**

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

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

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

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

e. *Change in Law/Third Party Charges.* This Agreement is subject to any federal, state, local, or utility changes in law, which includes changes in legislation, orders, rules, tariffs, regulations, policies, riders, fees, pricing structures, capacity charges, and changes in customer load profiles (each, a "Change in Law"). If there is a Change in Law which results in an increased cost to the Company, Company may terminate this Agreement with notice to you, or adjust your rate based upon such Change in Law. This provision applies to all rate plans, whether fixed, index or variable.

f. *Governing Law; Venue; Waiver of Jury Trial.* To the maximum extent permitted by law, (i) Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New York, and (ii) the Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles, and (iii) EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL, ARBITRATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

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

i. *Non-Reliance.* You acknowledge that (i) you are not relying on any advice, statements, recommendations or representations of the Company, other than the written representations in this Agreement, (ii) that you understand the risks of entering into this Agreement, including the risk that the Company's prices may be higher than your Utility's rates, and you are capable and willing to assume those risks, and (iii) you have made your own decision to enter into this Agreement, after consultation with your own advisors to the extent you deem necessary.

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

k. *Electronic Signatures and Notices.* Each party agrees that electronic signatures, whether digital or encrypted, of the parties to execute this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures. Customer agrees that Company may send Customer notices via electronic means if Customer provides email address or other way of communicating electronically. You have a duty to provide a correct, working email address and update it accordingly; if you fail to do so, you could miss important notices.

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

m. *Environmental Disclosure.* Company will provide regularly updated environmental disclosures regarding the known sources of electricity and emissions. These disclosures will be available at: [viridian.com](http://viridian.com).

## DEFINITIONS

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

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

“*Commodity Charges*” means the charges for basic natural gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms).

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

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

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

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

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

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

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

“*Rate*” means Fixed Rate, Index Rate, or Variable Rate, as applicable.

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

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

“*Usage Thresholds*” means if your usage of Services exceeds, for (i) electricity, peak demand greater than 75kW over any of the past twelve (12) months, or (ii) natural gas, usage exceeds 10,000 ccfs per month or 90,000 ccfs per year or the equivalent therms.

## UTILITY CONTACT NUMBERS

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

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

**National Grid: 1-800-642-4272**

**National Grid Long Island (Keyspan LI): 1-800-930-5003**

**National Grid Metro (Keyspan Metro): 1-718-643-4050**

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

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

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

**National Fuel Gas: 1-800-365-3234**

## **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 other 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)



**ADDITIONAL TERMS & CONDITIONS FOR SELECT PLANS**

<b>MINUS 5 PLAN</b>	
<p>If you have chosen the Minus Five Plan, the following terms and conditions will apply in addition to the standard Terms and Conditions. In case of a conflict between the standard Terms and Conditions and these terms and conditions, these terms and conditions will control.</p>	
<b>Rate</b>	<p>You selected a variable rate. For your first 12 months (“<b>Term</b>”), your rate will be 5% below your applicable Viridian Energy Utility Price Index (“<b>UPI</b>”) (“<b>Minus 5 Plan</b>”). After your Term, as long as you continue to pay for a Bundled Product, you will continue to receive the Minus 5 Plan, but if you do not continue to pay for a Bundled Product, you will receive Viridian Energy’s Holdover Rate which is Viridian’s then current month-to-month variable rate (“<b>Holdover Rate</b>”); <i>provided that</i>, commencing at the end of your Term, if you have not selected a Bundled Product, you will be provided a grace period equal to three billing cycles, not to exceed ninety (90) days (“<b>Grace Period</b>”), in which your rate will be capped at a variable monthly rate that does not exceed twenty percent over each applicable monthly UPI (“<b>Grace Period Rate</b>”). If you have not paid for a Bundled Product by the end of the Grace Period, you will be charged the Holdover Rate. Your purchase of Bundled Products only applies prospectively, never retroactively and your Minus 5 rate will be applied on your next available meter read. The Minus 5 Plan may be discontinued with 30 days notice to you.</p>
<b>Term; Termination Fee</b>	<p>The Term of the Minus 5 Rate commences on the date that your Utility processes your switch request (“<b>Flow Date</b>”) and ends after your 12<sup>th</sup> month of service on the applicable meter read date (“<b>Term</b>”). The Company reserves the right, in its sole discretion, with 30 days prior written notice to you, to discontinue the Minus 5 Plan. The Termination Fee for the Minus 5 Plan is \$100.</p>
<b>Renewal</b>	<p>A renewal notice will be sent to you at least thirty days (30) prior to the end of your Minus 5 Plan. You must pay for a Bundled Product offered at such time to continue to receive the Minus 5 Plan. If you fail to take action to ensure the continued receipt of the Minus 5 Plan, you will automatically continue to be served by Viridian Energy on the Holdover Rate on a month-to-month basis unless you select another product or retail energy supplier. You always have the option to choose another plan should this occur.</p>
<b>Definitions</b>	<p>“<i>Utility Price Index</i>” or “<i>UPI</i>” is Company’s best-effort approximation of your utility’s current energy rate, using information from public rate filings, utility billing calculation methodologies and timing, meter read practices, and assumptions regarding average customer usage and utility rate classes. It does not account for all such possible variations and Company’s UPI calculations shall be final. The UPI is published monthly by Company, and available at <a href="http://www.3domindex.com/RateIndex/UtilityPriceIndex">http://www.3domindex.com/RateIndex/UtilityPriceIndex</a>.</p>
<b>Bundled Product</b>	<p>Viridian Energy will offer various Bundled Products at different times. The terms and conditions for each Viridian Energy Bundled Product can be found at <a href="http://www.viridian.com/pdfs/ResponsibleEnergyProducts-TermsConditions-English.pdf">http://www.viridian.com/pdfs/ResponsibleEnergyProducts-TermsConditions-English.pdf</a>.</p>
<b>Residential Customers Only</b>	<p>The Minus 5 Plan is only available to residential customers. By submitting your enrollment form, you are affirming to Company you are a residential customer and not a small commercial or a large commercial customer. In the event your representation is incorrect or false, Company has the right to take any combination of the following actions: (i) immediately terminate you; (ii) change your rate to the Company’s then current small commercial or large commercial rate, as applicable; (iii) offset or collect any discount provided to you that you were not entitled to; and (iv) collect any fees incurred in remediating the false representation.</p>

### TERM FREE INDEX PLAN

If you have chosen the Term Free Index Plan, the following terms and conditions will apply in addition to the standard Terms and Conditions. In case of a conflict between the standard Terms and Conditions and these terms and conditions, these terms and conditions will control.

<b>Rate</b>	Your Term Free Index Rate is comprised of two components: (i) the Viridian Energy Index Rate, and (ii) the Retail Adder. Both can vary monthly and are published online for your reference at <a href="http://www.3domindex.com/RateIndex/RetailAdder">http://www.3domindex.com/RateIndex/RetailAdder</a> .
<b>Term; Termination Fee</b>	The Term of the Term Free Index Plan commences on the date that your Utility processes your switch request (“ <u>Flow Date</u> ”) and ends on either (i) the day your selection of another Viridian rate plan is processed by your Utility or (ii) the day that your Utility processes your termination request (“ <u>Term</u> ”). There is no Termination Fee if you terminate.
<b>No Rebate</b>	The Term Free Index Plan does not offer any rebate.

### 3DOM FIXED RATE PLAN

If you have chosen the 3DOM Fixed Rate Plan, the following terms and conditions will apply in addition to the standard Terms and Conditions. In case of a conflict between the standard Terms and Conditions and these terms and conditions, these terms and conditions will control.

<b>Rate</b>	Your 3DOM Fixed Rate is the Fixed Rate provided in your Enrollment Documentation.
<b>Term; Termination Fee</b>	The Term of 3DOM Fixed Rate Plan commences on the date that your Utility processes your switch request (“ <u>Flow Date</u> ”) and ends on the last day of the month and applicable year in your Enrollment Documentation or applicable meter read date (“ <u>Term</u> ”). If you terminate after the Rescission Period and before the end of the Term, a Termination Fee will apply for each Service. For residential customers, the Termination Fee is as listed in your Enrollment Documentation; for small business customers, the Termination Fee is listed in 4 above. The Company reserves the right, in its sole discretion, with prior written notice to you, to discontinue any product. In the event that, for any reason, Company discontinues this product prior to the end of your Term: (i) you will not be responsible for a Termination Fee, and (ii) you will still be eligible to receive a Rebate, as applicable, calculated on such shortened term.



**Rebate**

The 3DOM Fixed Rate Plan is backed by a rebate (“Rebate”). The terms of the Rebate are:

**Rebate Eligibility**

1. **Rebate Form: Good Standing**. No later than thirty (30) days prior to the end of your Term, you will be provided a Mail-in Rebate (“MIR”) card. You must return the MIR card within thirty (30) days, fully completed, to be eligible to receive a Rebate. Your account must be in Good Standing to receive a Rebate and additional terms and conditions may apply, please check your MIR card and the <http://customer care.viridian.com/>.

2. **Payment Comparison**. For each Service Company will calculate whether or not a Rebate is due to you based on the following: (a) Company will review what you paid in the aggregate over the Term on the 3DOM Fixed Rate Plan, and (b) compare it to what you would have paid over the Term using the applicable Utility Price Index. If this calculation shows that you paid more on the 3DOM Fixed Rate Plan (such amount, the “Overpaid Amount”), a Rebate will be paid to you.

**Rebate Calculation**

For each Service, the amount of the Rebate paid to you will be the Calculated Refund Amount. In the event that the Usage Limit Amount is less than the Calculated Refund Amount, the Usage Limit Amount will be paid to you.

**Definitions**

“Calculated Refund Amount” means the Overpaid Amount multiplied by 110%.

“Good Standing” means that your account is up to date on all payments at the time of the Rebate calculation, and such other criteria as may be published at the Company’s website.

“Usage Limit Amount” means the dollar amount equal to: (i) the total kWh, or ccfs/therms, as the case may be, account usage you used during your Term, multiplied by (ii) one cent for electricity, or ten cents for gas.

“Utility Price Index” or “UPI” is Company’s best-effort approximation of your utility’s current energy rate, using information from public rate filings, utility billing calculation methodologies and timing, meter read practices, and assumptions regarding average customer usage and utility rate classes. It does not account for all such possible variations and Company’s UPI calculations shall be final. The UPI is published monthly by Company, and available at <http://www.3domindex.com/RateIndex/UtilityPriceIndex>.