



ENERGY
TECHNOLOGY
SAVINGSSM

etsemerald.com

535 Springfield Avenue

Suite 100

Summit, NJ 07901

P 855.770.7387 | F 908.277.2367

Robin Taylor
NYS Public Service Commission
Empire State Plaza, Agency Building 3
Albany, New York 12223

January 5, 2015

Re: Matter Number 14-02554 - Energy Technology Savings LLC - Retail Access Application
Yearly Update

Dear Ms. Taylor,

Please find attached the Retail Access Application Yearly Update for Energy Technology
Savings LLC (ETS).

There are only a few minor changes included in this update as follows:

- Section 3 – Eligibility Filing Requirements
 - I am attaching a new version of the following documents since there were a few very minor changes made to each:
 - Customer Disclosure Statements
 - Enrollment Forms
 - Terms and Conditions

Thank you and please let me know if you have any questions about these updates.

Sincerely,

Valerie Ross

Senior Energy Compliance Manager

Energy Technology Savings LLC

535 Springfield Avenue, Summit, NJ 07901

P 908.517.0997 M 908.858.0626

F 908.277.2367 E vross@etsemerald.com



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Energy Technology Savings LLC (ETS)
NY Residential
Customer Disclosure Statement

Type of Product	Electricity and Natural Gas Supply
Price	Variable Rate
Term	Energy Technology Savings LLC ("ETS") will begin furnishing Customer's electricity and/or natural gas supply service on a date set by the Local Distribution Utility ("utility"). This Agreement will continue in force on a month-to-month basis until this Agreement is cancelled by either the Customer or ETS in accordance with the terms of this Agreement.
Rescission	Residential Customers have the right to rescind this Agreement within three (3) business days of receipt of this Agreement by calling 855-770-7387 or emailing info@etsemerald.com. You may also write to ETS at the address provided above. Whether you contact ETS by phone, email or in writing please include your name, address, phone number, account number, and a statement that you are rescinding this Agreement under the term of the three-day right of rescission. You may also contact your utility to rescind this Agreement within the 3 day period.
Early Termination Fee	There is no fee for cancelling this Agreement.
Late Payment Fee	Bills not paid in full by the due date will incur a late payment fee of 1.5% per month on unpaid balances or the rate posted in your utility's tariff.
Renewal	This Agreement will automatically renew on a month- to-month basis until it is cancelled by either the Customer or ETS in accordance with the terms of this Agreement.
Guaranteed Savings	There is opportunity to reduce your energy costs by taking advantage of the technology available to monitor and reduce your energy consumption. No rate savings are guaranteed since the utility's price may vary during the term of this Agreement.



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Energy Technology Savings LLC (ETS)
NY Small Commercial
Customer Disclosure Statement

Type of Product	Electricity and/or Natural Gas Supply
Price	Variable Rate
Term	Energy Technology Savings LLC ("ETS") will begin furnishing Customer's electricity and/or natural gas supply service on a date set by the Local Distribution Utility ("utility"). This Agreement will continue in force on a month-to-month basis until this Agreement is cancelled by either the Customer or ETS in accordance with the terms of this Agreement.
Rescission	There is no rescission period for this Agreement.
Early Termination Fee	There is no fee for cancelling this Agreement.
Late Payment Fee	Bills not paid in full by the due date will incur a late payment fee of 1.5% per month on unpaid balances, or the rate posted in your utility's tariff.
Renewal	This Agreement will automatically renew on a month- to-month basis until it is cancelled by either the Customer or ETS in accordance with the terms of this Agreement.
Guaranteed Savings	There is opportunity to reduce your energy costs by taking advantage of the technology available to monitor and reduce your energy consumption. No rate savings are guaranteed since the utility's price may vary during the term of this Agreement.



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Energy Technology Savings LLC (ETS)
NY Residential Enrollment Form
Electricity and/or Natural Gas Supply Service

Last Name: _____ First Name, Middle Initial: _____

Date of Birth: _____ Address: _____

Telephone Number: _____ E-mail Address: _____

Billing Address if Different Than Service Address: _____

Account Information from your Utility Bill

Electric Utility Account Number (check and fill out whichever applies):

ELECTRICITY

☐ Con Edison Account Number: _____

Price: variable rate which fluctuates monthly

Term: month-to-month

Natural Gas Utility Account Number (check and fill out whichever applies):

NATURAL GAS

☐ Con Edison Account Number: _____

Price: variable rate which fluctuates monthly

Term: month-to-month

I agree to the following statements:

- I am 18 years or older, and am the account holder or authorized to modify service for this/these accounts;
- I understand and agree to the ETS NY Residential and Small Commercial Terms and Conditions (version 10202014), including the section describing the release of information from the utility;
- I authorize ETS to change my energy supplier, initiate service, and begin enrollment for the accounts indicated above;
- I have been provided the ESCO Consumer Bill of Rights;
- I understand that I will receive a welcome letter and a copy of the ETS NY Residential and Small Commercial Terms and Conditions and I have three (3) business days from receipt of these documents to rescind this Agreement by emailing, calling or writing to ETS at the address and telephone number provided below; and
- I agree that all notices required under this Agreement shall be sent via electronic mail. I will notify ETS if I choose to receive notices by regular mail.

☐ By checking this box and signing below, I agree to the selections I have made on this enrollment form, as well as, to each statement listed above.

Customer Name (Printed): _____

Customer Signature: _____ Date: _____

Your utility will continue to provide your distribution service and will respond to emergencies.



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Energy Technology Savings LLC (ETS)
NY Small Commercial Enrollment Form
Electricity and/or Natural Gas Supply Service

Customer Name: _____ Customer Address: _____

Name of Authorized Person: _____

Telephone Number: _____ E-mail Address: _____

Billing Address if Different Than Service Address: _____

Account Information from your Utility Bill (If there are multiple locations include Appendix 1)

Electric Utility Account Number (check and fill out whichever applies):

ELECTRICITY

☐ Con Edison Account Number: _____

Price: variable rate which fluctuates monthly

Term: month-to month

Natural Gas Utility Account Number (check and fill out whichever applies):

NATURAL GAS

☐ Con Edison Account Number: _____

Price: variable rate which fluctuates monthly

Term: month-to-month

I agree to the following statements:

- I am 18 years or older, and am the account holder or authorized to modify service for this/these accounts;
- I understand and agree to the ETS NY Residential and Small Commercial Terms and Conditions (version 10202014), including the section describing the release of information from the utility;
- I authorize ETS to change my energy supplier, initiate service, and begin enrollment for the accounts indicated above;
- I understand that I will receive a welcome letter and a copy of the ETS NY Residential and Small Commercial Terms and Conditions; and
- I agree that all notices required under this Agreement shall be sent via electronic mail. I will notify ETS if I choose to receive notices by regular mail.

☐ By checking this box and signing below, I agree to the selections I have made on this enrollment form, as well as, to each statement listed above.

Name of Authorized Person (Printed): _____

Signature of Authorized Person: _____

Date: _____

Your utility will continue to provide your distribution service and will respond to emergencies.

NY Residential and Small Commercial Terms and Conditions

These Terms and Conditions, along with the Enrollment Form ("Enrollment Form"), Customer Disclosure Statement ("CDS"), and Welcome Letter ("Welcome Letter") constitute your entire Agreement ("Agreement"), with Energy Technology Savings LLC ("ETS"). Any and all prior or contemporaneous agreements, understandings and representations between the parties, whether verbal or written, are superseded by the Agreement.

Terms & Conditions

1-Agreement: You agree to purchase, and ETS agrees to supply to you, all of the electricity and/or natural gas as delivered to you by your Local Distribution Utility ("utility"). You agree to initiate service and begin enrollment with ETS. This Agreement authorizes ETS to change your electric generation supplier, natural gas supplier, or both, to ETS, based upon the selection you made on the Enrollment Form. The utility will continue to provide delivery services, read the meter, send bills, make repairs, and respond to leaks or other emergencies should they arise. You also agree that you are at least 18 years old and fully authorized to enter into this Agreement, and, if you are a residential customer, have been provided the New York's ESCO Consumer Bill of Rights prior to entering into this Agreement. You agree to promptly notify ETS if you anticipate any major changes in your electricity or natural gas consumption. In addition, you agree that the measurements of the amount of electricity and natural gas delivered under this Agreement shall be determined by the utility.

2-Term: ETS will begin providing electricity or natural gas supply on a date set by the utility. The variable rate term is month-to-month and will continue until either party terminates this Agreement in accordance with the terms of this Agreement.

3-Price: Variable Rate: Your rate for the first month of service will be as described in the Enrollment Form. After the first month, you will pay a variable rate, which can fluctuate on a monthly basis. The variable rate each month is calculated to include, among other items, the following:

- i) the prevailing price of electricity or natural gas on the market;
- ii) costs involved in moving the electricity or natural gas from the producer to your utility;
- iii) total acquisition costs for the electricity or natural gas (including, where applicable, transmission costs, distribution charges, storage costs, balancing fees, capacity, transportation costs and line losses, and settlement ancillaries);
- iv) expenses, margins, and other market-related factors; plus;
- v) applicable taxes, fees, charges, and any other fees, charges, or assessments imposed by your utility, the New York Public Service Commission (including the New York Department of Public Service, the "NYPSC") or any other entity having such authority to impose any such fee, or charge, federal, state and local taxes.

Your rate does not include utility distribution service and other utility-related charges, which are separate amounts that you must pay to the utility. The variable price for Electric Service each month will be calculated by multiplying the variable rate for electricity per kilowatt hour (kWh) that month by the amount of electricity you use in the billing cycle. The variable price for Gas Service each month will be calculated by multiplying the variable rate for natural gas per Ccf or Therm that month by the amount of natural gas you use in the billing cycle. The NYPSC does not regulate the price of electricity or natural gas, or other charges found in this Agreement.

4-Agency: You appoint ETS as your agent for purposes of acquiring the supplies necessary to meet your electricity and/or natural gas needs.

5-Rescission: If you are a Residential Customer, you have the right to cancel this Agreement, without fees or penalties of any kind, within three (3) business days of receiving this Agreement. You may rescind by calling ETS at 855-770-7387, in writing to the address provided above, or emailing info@etsemerald.com. Please provide your name, address, phone number, account number, and a statement that you are rescinding this Agreement under the terms of the three (3) business days' right of rescission.

6-Emergencies: In the event of an electricity or natural gas emergency, interruption of service, gas leak, power failure or downed power line, you should contact your utility at one of the numbers below. You may also choose to contact local emergency personnel.

Central Hudson Gas and Electric: 1-800-527-2714	National Fuel Gas: 1-800-444-3130
Consolidated Edison of NY: 1-800-752-6633	NYSEG: (electric) 1-800-572-1131 (gas) 1-800-572-1121
Corning Natural Gas: 1-800-834-2134	Orange and Rockland: (electric) 1-877-434-4100 (gas) 1-800-533-5325
National Grid (gas): 1-800-892-2345 (LI): 1-800-490-0045 (NYC) 718-643-4050	Rochester Gas and Electric: (electric) 1-800-743-1701
National Grid (electric): 1-800-867-5222	Rochester Gas and Electric: (gas) 1-800-743-1702

7-Information Release Authorization: By entering into this Agreement, you authorize ETS to obtain and review utility information including, but not limited to, consumption

history and future electricity usage, standard offer service type, billing determinants, and payment information. For Residential Customers, this could also include public assistance status, existence of medical emergencies, status as to whether you have a medical emergency, are elderly, blind or disabled and data applicable to cold weather periods under Public Service Law ("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 ETS to determine whether it will commence and/or continue to provide energy supply service to you. This Agreement shall also constitute authorization for the release of this information to third parties who need to use or be aware of such information in connection with the provision of electricity or natural gas services, as well as to its affiliates and subcontractors for any billing, collection and/or marketing purposes. This authorization will remain in effect during the term of this Agreement. You may rescind this authorization at any time by providing written notice to ETS or calling ETS at 1-855-770-7387. ETS reserves the right to cancel this Agreement in the event you rescind the authorization. Notices sent via e-mail shall constitute written notice under this Agreement.

8- Dispute Resolution: In the event of a dispute or disagreement under this Agreement, the parties must use their best efforts to resolve the dispute. You may contact ETS at 1-855-770-7387, or by mail at 535 Springfield Avenue, Suite 100, Summit, NJ 07901 with any inquiries or complaints regarding your bill or energy services. If you are not fully satisfied after discussing your complaint with ETS, you may contact the New York State Department of Public Service ("DPS") directly by calling 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, NY 12223, or through its website at: <http://www.dps.ny.us>. You must continue to pay all undisputed amounts during the pendency of the dispute.

9- Consumer Protections: The Services provided by ETS to you are governed by the Agreement. For Residential Customers, this Agreement is governed by the Home Energy Fair Practices Act ("HEFPA"), which deals with service termination and suspension. You may obtain additional information by contacting ETS at 1-855-770-7387 or the DPS ESCO Hotline at 1-888-697-7728, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, NY 12223, or through its website at www.dps.ny.gov. If you have any general questions or would like information regarding the competitive retail energy market, including information about energy service companies ("ESCOs"), you may call the DPS ESCO Hotline at the number provided above.

10-Termination by Customer: You may cancel this variable rate Agreement at any time without penalty by contacting ETS Customer Service at 855-770-7387, by e-mailing ETS Customer Service at info@etsemerald.com or by mail at 535 Springfield Avenue, Suite 100, Summit, NJ 07901. Should you terminate this Agreement, your account will be returned to the utility unless you select another

ESCO for your energy supply. You shall be required to pay for the supply, including all fees, and taxes, provided under this Agreement prior to the effective date of the cancellation. It may take several billing cycles for your account(s) to be returned to the Utility.

11-Termination by ETS: ETS may terminate this variable rate Agreement and discontinue service for any reason by providing you with fifteen (15) calendar days' advance written notice. If ETS is terminating service for breach or nonpayment, you will have fifteen (15) days to remedy the breach or nonpayment. If this Agreement is terminated, your account will be returned to the utility, unless you select another ESCO for supply. It may take several billing cycles for your account(s) to be returned to the Utility. You shall be required to pay for the supply, including all fees, and taxes, provided under this Agreement prior to the effective date of the cancellation.

12-Amendments: ETS may amend the terms of this Agreement at any time. For Residential Customers, if the changes made by ETS are material as described in the Uniform Business Practices ("UBPs"), written notice requesting your consent will be provided at least thirty (30) days prior to the effective date of such material changes.

13-Title: All electricity and natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which, for electricity shall be at the New York Independent System Operator ("NYISO") load bus, and for natural gas, shall be a location outside the State of New York. The Point of Delivery shall constitute the point at which the sale occurs and title passes to you from ETS.

14-Billing and Payment: You will receive one bill from the utility, which will include ETS energy supply charges, as well as your utility charges. You must pay the utility directly for both utility and energy supply charges. The utility tariff on file with the DPS will govern the billing and collection practices of the utility. Past-due charges may incur a late fee of 1.5% per month or the interest rate posted in your utility's tariff. If you fail to remit payment when due, or if you breach any of the other terms and conditions of the Agreement, then, in addition to any other remedies ETS may have, ETS has the right to terminate the Agreement, in whole or with respect to any particular account(s) covered by the Agreement, upon fifteen (15) days' written notice, provided that you do not make payment or correct the problem that caused the termination within the 15-day period. Failure to make full payment, including for ESCO supply charges on the utility bill, is grounds for disconnection of utility services. ETS reserves the right to assume any and all billing responsibility, including utility charges, if it becomes necessary. If ETS assumes the billing responsibility, for Residential Customers, ETS will follow the applicable the UBPs and the HEFPA. A \$20 fee per account may be assessed for any payment returned due to insufficient funds. If any payments made by you directly to ETS are rejected two times in a one-year period, the only form of payment acceptable will be a certified check, money order or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement

or letter indicating that the lesser payment constitutes full payment, ETS may accept such payment without prejudice to any other rights or remedies that ETS may have against you and ETS may apply it to your account(s) as a partial payment.

15-Relocation: If you are relocating, please contact ETS, as well as your utility, to ensure a smooth transition of your service. If you move to a location within the State of New York where ETS provides substantially similar service, ETS may continue to provide service at your new location, depending upon the rules in your utility's service territory. If you move to a location outside the State of New York or to a location within the State of New York where ETS does not provide substantially similar service, ETS has the right to terminate this Agreement.

16-ETS Contact Information:

By telephone at 855-770-7387, Monday-Friday, 8:30-5:30 EST.

In writing at 535 Springfield Avenue, Suite 100, Summit, NJ 07901.

By email at info@etsemerald.com.

If you call ETS during business hours regarding a utility emergency, you will either be transferred directly to the utility or given the number for you to call the utility directly. If you call outside of business hours you will be given the utility emergency phone number to call.

17-Governing Law and Venue: Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles. If, at some future date, there is a change in any law, rule, order, pricing structure, utility tariff or policy change which shall have a detrimental economic impact upon ETS's performance under the Agreement, or in the event that compliance with such change shall result in a material change in the way prices are calculated under the Agreement, or ETS is otherwise prevented, prohibited or frustrated from fulfilling its obligations under the Agreement, ETS shall have the right to terminate this Agreement by providing fifteen (15) days' written notice of such termination. If any provision of the 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.

18-Assignment: You may not assign or delegate this Agreement to anyone without ETS's prior written consent. ETS may, without your consent, assign, delegate, transfer, sell, pledge, or encumber the Agreement, which includes transferring ETS's financial interest in your account. ETS will provide you with a written notice no later than thirty (30) days prior to the assignment or transfer date. Such notice will be considered to have been made when mailed to the Customer.

19-Force Majeure: ETS will make commercially reasonable efforts to supply service to you but ETS does

not guarantee a continuous supply to the Customer. Certain causes and events beyond the control of ETS ("Force Majeure Events") may result in interruptions in service. ETS will not be liable for such interruptions caused by a Force Majeure Event, and ETS is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include, but not be limited to, acts of God; acts of terrorism; war; sabotage; fire; flood; storm; accidents; strikes; labor disputes; required maintenance work; inability to access the utility's system; non-performance by the utility (including, but not limited to, a facility outage on its distribution lines); changes in laws, rules or regulations of any governmental authority; or any other cause beyond ETS's control.

20-Taxes: Except as otherwise provided in this Agreement, or by law, all taxes due and payable under this Agreement shall be paid by you. If you are a tax-exempt customer, you must provide ETS with an appropriate exemption certificate before ETS will waive any assessment and collection of taxes. You will be liable for any Taxes assessed because of your failure to timely provide or properly complete any such tax exemption documentation.

21-No Warranties: YOU UNDERSTAND THAT THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AND ETS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OR GUARANTY THAT THE PRICE CHARGED BY ETS FOR ENERGY WILL BE LOWER THAN THE PRICE CHARGED BY THE UTILITY OR ANY OTHER ESCO.

22-Default Liability: ETS shall not 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. ETS's liability will be limited to direct actual damages only.

23-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.

24-Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of ETS 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.