



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:

Address:

City:

State:

Zip:

Telephone:

Fax:

Website Address:

Customer Service Email Address:

Toll Free Number: _____

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:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

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:

E. List all trade names used in other states: Direct Energy, Direct Energy Business, Direct Energy Business Services, First Choice Power

2. Contact Information

A. Executive Contact

Name:

Title:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

B. Regulatory Contact

Name:

Title:

Address:

City:

State:

Zip:

Telephone:

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Fax:

Email Address:

Teresa.ringenbach@directenergy.com

C. Marketing Contact

Name:

Title:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

D. EDI Vendor

Vendor Name:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

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

Market:	Industrial and Large Commercial	Residential and Small Non-Residential (the Mass Market)
Eligibility Sought:		

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						n/a	n/a	n/a
Con Edison						n/a	n/a	
Corning Natural Gas				n/a	n/a	n/a	n/a	n/a
LIPA			n/a		n/a	n/a	n/a	n/a
National Grid (KEDNY, KEDLI)				n/a	n/a		n/a	
National Grid (Upstate)						n/a	n/a	
National Fuel Gas				n/a		n/a		
NYSEG					n/a		n/a	
Orange & Rockland						n/a	n/a	
Rochester Gas & Electric					n/a		n/a	
St. Lawrence				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			
Kiosk Sales (at store or event)			
Appointment Only			
Telemarketing			
Direct Mail			
Through Partners (attach list)			
Online Advertisements			
Web Enrollments			

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			
Fixed-Rate within Price Cap			
Renewable (50 percentage points greater than RES LSE Obligation for the year)			
Other Product Type Specifically Approved by the Commission (if applicable, attach detailed description)			N/A
Other	N/A	N/A	

7. Additional Requirements

- A. Copy and proof of acceptance of your registration with the NYS Dept of State and a copy of your certificate of assumed name (if applicable);
- B. Comprehensive copy of your standard sales agreement(s) for each service class and commodity, including presentation of the customer disclosure statement;
- C. Marketing representative ID badge;
- D. Marketing standards quality assurance plan;
- E. Third party verification script;
- F. Sample forms of notices for assignment, discontinuance and transfer of 5000 or more customers to other providers;
- G. Sample of your billing format;
- H. Procedures you will use to obtain customer's authorization for historic usage and credit information;
- I. Copies of information and promotional materials used for mass marketing purposes;
- J. HEFPA documents, if providing energy supply to residential customers;
- K. Internal procedures for the prevention of slamming or cramming;
- L. A list of entities, including contracts and sub-contractors, that will market on behalf of your ESCO;
- M. Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;
- N. NYS DPS Office of Consumer Services Service Provider Form;
- O. Letter from utility that you have successfully completed EDI Phase 1 Testing;
- P. Complaint data from each state in which your company has served within the last 24 months. If your company operates under multiple trade names, you must identify each name used separately and the state in which it was used;
- Q. List and describe any security/data breaches associated with customer proprietary information that occurred in any jurisdiction in which it operates, under any trade name, within the 24 months prior to the application, and actions taken by the applicant in response to the incident. ESCOs also shall provide specific policies and procedures addressing how they intend to secure customer data;
- R. Disclose any history of bankruptcy, dissolution, merger, or acquisition activities during the 24 months prior to this application for each trade name used as well as affiliates of the ESCO, including upstream owners and subsidiaries; and,
- S. Provide an officer certification, in which a high-level officer affirms that the ESCO is willing and able to comply with all applicable laws and regulations.

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:



Printed Name: Paolo Berard

Title: Co-Secretary

Date: 6/11/2020

Company Name: Direct Energy Services, LLC

Exhibit A

Proof of Registration

Exhibit A (1)

Direct Energy Services, LLC Current Status

New York Department of Public Service

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 2, 2019.

Selected Entity Name: DIRECT ENERGY SERVICES, LLC

Selected Entity Status Information

Current Entity Name: DIRECT ENERGY SERVICES, LLC

DOS ID #: 3076045

Initial DOS Filing Date: JULY 09, 2004

County: NEW YORK

Jurisdiction: DELAWARE

Entity Type: FOREIGN 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)

C/O CORPORATE CREATIONS NETWORK INC.

15 NORTH MILL STREET

NYACK, NEW YORK, 10960

Registered Agent

CORPORATE CREATIONS NETWORK INC.

15 NORTH MILL STREET

NYACK, NEW YORK, 10960

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
JUL 09, 2004	Actual	DIRECT ENERGY SERVICES, 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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Exhibit A (2)

*Certification of Incorporation of
Direct Energy Services, LLC*

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

I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.

Witness my hand and seal of the Department of State on

July 09, 2004



A handwritten signature in black ink, appearing to be "R. A. D.", written over a horizontal line.

Secretary of State

CT-07

F

040709000

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APPLICATION FOR AUTHORITY

OF

Direct Energy Services, LLC

Under Section 802 of the Limited Liability Company Law

- FIRST: The name of the limited liability company is: Direct Energy Services, LLC
☐ If the name of the limited liability company is unavailable, the fictitious name under which it will do business in New York is _____
- SECOND: The jurisdiction of organization of the limited liability company is: Delaware
The date of its organization is: 06/22/2004
- THIRD: The county within this state in which the office of the limited liability company is to be located is: New York
- FOURTH: The secretary of state is designated as agent of the limited liability company upon whom process against it may be served. The post office address within this state to which the secretary of state shall mail a copy of any process against him or her is: c/o CT Corporation System, 111 Eighth Avenue, New York, New York 10011.
- FIFTH: The name and street address within this state of the registered agent of the limited liability company upon whom and at which process against the limited liability company can be served is: C T Corporation System, 111 Eighth Avenue, New York, New York 10011.
- SIXTH: The address of the office required to be maintained in the jurisdiction of formation by the laws of that jurisdiction or, if not so required, the address of the principal office of the limited liability company is:
263 Tresser Blvd. 8th Floor Stamford CT 06901.
- SEVENTH: The limited liability company is in existence in its jurisdiction of formation at that time of the filing of this application.

EIGHTH: (Complete the applicable statement)

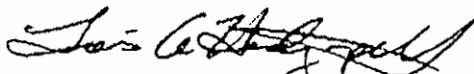


The name and address of the authorized officer in the jurisdiction of formation where a copy of the articles of organization of the limited liability company is filed is

Delaware Secretary of State The John G Townsend Bldg.
Federal & Duke of York Street Dover DE 19901.



No public filing of the limited liability company's articles of organization is required by the laws of jurisdiction of formation. The limited liability company shall provide, upon request, a copy thereof with all amendments thereof. The name and post office address of the person responsible for providing such copies is



Name and Capacity of Signer

Lois Hedg-Peth, President of Direct Energy Marketing
Inc., as member



Delaware

PAGE 1

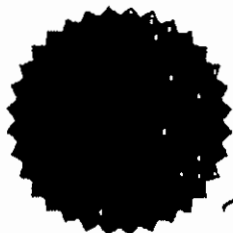
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "DIRECT ENERGY SERVICES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF JUNE, A.D. 2004.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

3819310 8300

040481161



Harriet Smith Windsor
HARRIET SMITH WINDSOR, Secretary of State

DATE: 06-29-04

F 040709000

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CT-07

RECEIVED

2004 JUL -8 PM 2:13

APPLICATION FOR AUTHORITY
OF

Direct Energy Services, LLC

Under Section 802 of the Limited Liability Company Law

RECEIVED

2004 JUL -7 PM 2:11

DSC

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JUL 09 2004
TAXS
BY: DSC

Filed by: Vinson & Elkins L.L.P.

(Name) 1001 Fannin St., Ste 2300

(Mailing address)
Houston TX 77002-6760

(City, State and ZIP code)

DRAWDOWN

2004 JUL -9 AM 10:17

FILED

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Exhibit A (3)

Certificate of Good Standing

State of New York Department of State } ss:

I hereby certify, that DIRECT ENERGY SERVICES, LLC a DELAWARE Limited Liability Company filed an Application for Authority pursuant to the Limited Liability Company Law on 07/09/2004. I further certify that so far as shown by the records of this Department, such Limited Liability Company is still authorized to do business in the State of New York. I further certify the following:

An Affidavit of Publication of DIRECT ENERGY SERVICES, LLC was filed on 10/15/2004.

An Affidavit of Publication of DIRECT ENERGY SERVICES, LLC was filed on 10/15/2004.

A Biennial Statement was filed 08/07/2006.

A Biennial Statement was filed 08/07/2008.

A Biennial Statement was filed 06/22/2010.

A Biennial Statement was filed 07/13/2012.

A Biennial Statement was filed 07/07/2014.

Certificate of Change was filed on 01/28/2015.

A Biennial Statement was filed 07/01/2016.

A Biennial Statement was filed 07/17/2018.

I further certify, that no other documents have been filed by such Limited Liability Company.



*Witness my hand and the official seal
of the Department of State at the City
of Albany, this 05th day of May
two thousand and twenty.*

Brendan C. Hughes
Executive Deputy Secretary of State

Exhibit B

Sales Agreements

(B1)

Retail Sales Policy

Welcome Letter – Residential

Welcome Letter – Small Commercial

Disclosure Statement



We're glad you're with us.

P.O. Box 180
Tulsa, OK 74101-0180

John Smith
123 Main Street
Brooklyn, NY 10952

October 14, 2019

Hi John,

Thank you for choosing Direct Energy! By switching to us, you've joined thousands of New York customers who have selected Direct Energy.

You'll rest easy knowing that Direct Energy is one of the largest providers of natural gas, electricity and related services in North America, with more than 6 million customers, a service area spanning all 50 states, the District of Columbia and 10 Canadian provinces. This allows us to design plans that give you a range of options to meet your energy needs.

Enclosed you'll find everything you need to know about your Electric contract, including your rights as a customer and pricing information. We have received your contract and it is currently being processed with your utility. Following the acceptance of your enrollment, your service will begin within 1-2 billing cycles.

The bill you receive from your utility company will remain the same, but your Electric supply charge will now be from Direct Energy.

Questions?

If you have questions about your enrollment, visit **directenergy.com** or call us directly at **1-866-348-4194**. Our Customer Care team is available to assist you Monday through Friday from 8 a.m. - 8 p.m. EST and Saturday from 8 a.m. - 5 p.m. EST.

And again, thank you for choosing Direct Energy.

Sincerely,
Direct Energy



PRICE PROTECTION

Your new plan will begin within
1-2 billing cycles*.



CONTACT US

directenergy.com

1-866-348-4194

Monday through Friday from 8 a.m. -
8 p.m. EST and Saturday from 8 a.m.

*Service will begin depending on your billing cycle or utility territory, as determined by your local utility company. If Direct Energy does not appear on your bill after three months, please call 1-866-348-4194, Monday through Friday, 8:00 a.m. to 8:00 p.m. EST, and Saturday, 8:00 a.m. to 5:00 p.m. EST.

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121285001804

Verify your information

Please verify that your name, address, utility company and utility account number shown on this letter are correct. If you need to update your information, please contact our Customer Care Department at 1-866-348-4194

Overview of Account**Your Account Information****Electric**

Orange & Rockland

Utility Account Number:

1234567890

Service Address:

123 Main Street

Brooklyn, NY 10952

Account Breakdown**Terms and Conditions**

The Terms and Conditions are included in this package. Please review all the information contained in this package and retain it for your records.

Commodity: Electric

Rate plan selected: Fixed, \$0.07990

Effective through: 12 billing cycles

Early termination fee of: \$000.00

Promotion code: RAF50

Rescission Notice: You have within 3 business days from the date you received this letter to rescind your decision to switch to Direct Energy. Please contact us at 1-866-348-4194, if you would like to rescind.

Special Promotion Terms and Conditions

RAF50 Refer A Friend \$50 Visa

The Refer-A-Friend promotion is available only for the referral of new accounts that have not been customers of Direct Energy any time in the past three (3) months. All accounts must meet Direct Energy's enrollment and credit requirements, and Direct Energy does not guarantee all applications will be accepted. The Visa prepaid card(s) will not be issued until referred account(s) actually begin service, and will not be issued if either the referring or referred account is inactive. The dollar value of the prepaid card will be \$50 per account for natural gas and \$50 per account for electricity supply services. The prepaid card will not be issued for customers referred in areas where Direct Energy does not do business or where Direct Energy does not offer that particular commodity service. Direct Energy reserves the right to end this promotion at any time. Prepaid card(s) will be sent within 8 weeks of the referred account starting electric and/or natural gas supply with Direct Energy. Additional restrictions may apply. For complete Terms and Conditions, see <http://www.directenergy.com/referme>. Reward paid via Direct Energy Refer-A-Friend Visa prepaid card, accepted everywhere Visa debit cards are accepted. Card cannot be redeemed for cash. The Visa prepaid card has no cash value, and is valid for 12 months in addition to remaining days in the month of issuance. Additional Visa terms and conditions also apply, and will be provided with the issuance of your Visa prepaid card. Please note the "VALID THRU" date on the front of the card. Any unused funds will be forfeited after expiration. This card is issued by MetaBank™, member FDIC, pursuant to a license from Visa U.S.A Inc.



P.O. Box 180
Tulsa, OK 74101-0180

John Smith
123 Main Street
Staten Island, NY 12345

October 11, 2019

Hi John,

Thank you for choosing Direct Energy Business. You selected a great fixed rate plan that will give you the budget certainty you want for your small business.

Enclosed you'll find details regarding your electric plan, including your rights as a customer and pricing information. We have received your contract, and it is currently being processed with your utility.

Following the acceptance of your enrollment, your service with us will begin within 1-2 billing cycles. The bill you receive from your utility company will remain the same, but your energy supply charge will now be from Direct Energy Business.

You can track the progress of your transfer in MyAccount, your online energy portal. For your convenience, we have already auto-enrolled you in MyAccount.

Visit directenergybusiness.com/myaccount to create your profile and log in. Once your service begins, MyAccount will be your go-to place to manage your energy accounts online.

Again, thank you for choosing **Direct Energy Business**. We look forward to serving you.

Sincerely,
Direct Energy Business



Small Business Focus



Trusted Supplier



Best-in-Class Customer Care



Customer Loyalty Program



As an added bonus, you have already been pre-registered in our customer loyalty program, MyEnergy Rewards. Once your account is officially on flow with us you will receive an email inviting you to access your rewards via MyAccount. Keep an eye out for that invite!

MyEnergy Rewards lets you earn points just for being our loyal customer, then lets you cash them in for great rewards for your business.

For additional information about your enrollment, please visit directenergybusiness.com/welcome or call us directly at 1.800.571.4900 (Monday - Friday between 8 a.m. to 8 p.m. EST and Saturday from 8 a.m. - 5 p.m. EST). Our customer service team will be happy to assist you.

*Service will begin depending on your billing cycle or utility territory, as determined by your local utility company. If Direct Energy does not appear on your bill after three months, please call 1-866-348-4194, Monday through Friday, 8:00 a.m. to 8:00 p.m. EST, and Saturday, 8:00 a.m. to 5:00 p.m. EST.

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121285001804

Verify your information

Please verify that your name, address, utility company and utility account number shown on this letter are correct. If you need to update your information, please contact our Customer Care Department at 1-866-348-4194

Overview of Account

Your Account Information

Electric

Con Edison

Utility Account Number:

123456789123456

Service Address:

123 Main Street

Staten Island, NY 12345

Account Breakdown

Terms and Conditions

The Terms and Conditions are included in this package. Please review all the information contained in this package and retain it for your records.

Commodity: Electric

Rate plan selected: Fixed, \$0.0123

Effective through: 24 billing cycles

Early termination fee of: \$000.00

Rescission Notice: You have within 3 business days from the date you received this letter to rescind your decision to switch to Direct Energy. Please contact us at 1-866-348-4194, if you would like to rescind.

(B2)

Terms and Conditions

NEW YORK RESIDENTIAL & SMALL COMMERCIAL TERMS AND CONDITIONS

Electricity Supply Service

Direct Energy Services, LLC

1. Terms of Service. These Terms and Conditions together with the Customer Disclosure Statement (defined below), which is incorporated herein by reference, constitute the agreement ("Agreement") between you and Direct Energy Services, LLC ("Direct Energy" or "us"). Your Customer Disclosure Statement will either be included as a section of the enrollment consent form or will accompany these Terms and Conditions.

2. Agreement to Purchase Energy. We will supply your full requirements for retail electricity, as delivered to you by your Local Distribution Utility ("LDU"), subject to the terms and conditions of this Agreement.

3. Agency. You appoint us as your agent to provide retail electric service, including electric transportation, transmission and related services appropriate to provide that service to you.

4. Eligibility. For electric service, you must (a) be eligible to receive service from your LDU and stay eligible for such service during the Term of this Agreement and (b) meet all eligibility requirements to enable Direct Energy to provide electric service. We can terminate this Agreement by giving you notice if you are not eligible.

5. Term of Agreement. The "Initial Term" of this Agreement can be found on the Customer Disclosure Statement. The Initial Term will continue for the number of monthly billing cycles as indicated on the Customer Disclosure Statement. Thereafter, you will be notified in advance that this Agreement will continue on a Variable Rate Plan on a month-to-month basis, unless Direct Energy sends you written notice of proposed changes to such terms during the term of this Agreement (all such notices are collectively referred to as the "Renewal Notice"). Any such written notice will be sent at least thirty (30) days and no more than sixty (60) days prior to (i) the end of the Initial Term this Agreement or (ii) the end of any monthly billing period thereafter and will apprise you of any proposed changes in the terms and conditions of this Agreement and of your right to extend, terminate or renegotiate this Agreement. If you wish to reject the continuation of this Agreement without incurring an early cancellation fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Variable Rate Plan to cancel by calling us as detailed in Section 22. When receiving service on a month-to-month basis, you may provide written notice of termination or call us as detailed in Section 22 or call your LDU to terminate this Agreement. We may terminate this Agreement at the end of the Initial Term or at the end of any monthly billing period thereafter by providing you with at least thirty (30) days prior written notice, or at any time as provided in Section 9 of this Agreement.

6. Price. Your rate per kWh for service under this Agreement will be as set as follows:

a. Fixed Rate Plan. If you are purchasing under our Fixed Rate Plan, your rate per kWh for electric supply service for the Initial Term of this Agreement will be as set forth on the Customer Disclosure Statement and includes Gross Receipts Tax (when applicable) and excludes other taxes and regulated charges from the utility, including but not limited to, delivery and distribution charges. Upon completion of the Initial Term, this Agreement will continue under Direct Energy's month-to-month Variable Rate Plan, as further described below, with no cancellation fee.

b. Variable Rate Plan. If you are purchasing under our Variable Rate Plan, your rate per kWh for electric supply service includes Gross Receipts Tax (when applicable) and excludes other taxes and regulated charges from the utility, including but not limited to, delivery and distribution charges. Your Variable Plan Rate is guaranteed to be below your LDU's supply rate on an annually reconciled basis. A reconciliation of your Variable Plan Rate against your LDU's applicable energy supply rate will occur on an annual basis and at the time your account is terminated. If your Variable Rate Plan price is ever above your LDU's applicable energy supply rate for either of these periods, Direct Energy will provide you with a refund in the form of a check or credit on your service bill from your LDU.

Your energy charges under Direct Energy's Variable Rate Plan may change at any time and from time-to-time at Direct Energy's sole discretion, without prior notice. Your energy charges under Direct Energy's Variable Rate Plan may increase or decrease each month and will be set in Direct Energy's sole discretion. Among the factors that Direct Energy considers when setting energy charges under its Variable Rate Plan are:

- publicly available competitor pricing;

- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring power including wholesale prices, ancillary service costs, capacity auctions, utility fees, transmission and distribution losses and storage costs;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not intended to be exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors Direct Energy considers may be weighed differently each month. Direct Energy may elect to amortize sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. Accordingly, energy charges under the Variable Rate Plan may not correlate with changes in wholesale market prices and may be higher or lower than other suppliers' rates.

c. Renewable Energy Plan. If you are purchasing under our Renewable Energy Plan pursuant to this Agreement, you are agreeing to purchase energy from Direct Energy that is at least 50% renewable as per the terms directed in the New York Public Service Commission ("NYPSC") Order Issued on December 12, 2020 in Cases 15-M-0127, 12-M-0476, and 98-M-1343. This Plan does not guarantee savings over the utility rate. Direct Energy may either purchase electricity directly from qualifying renewable generating facilities or may purchase renewable energy credits ("RECs") associated with qualifying renewable energy production. Because customer demand and the availability of electric generation from renewable energy facilities both vary from hour to hour and from season to season, Direct Energy reserves the right to take up to three (3) months following the close of a calendar year to make up any deficiency in any volumes of renewable electricity or any RECs required for compliance with your Renewable Energy Plan. Your rate during the Initial Term of your Agreement may be fixed or variable, based upon what is indicated on your Customer Disclosure Statement. Upon completion of the Initial Term, this Agreement will continue on a month-to-month basis under Direct Energy's variable Renewable Energy Plan, as further described below, with no cancellation fee.

Your variable Renewable Energy Plan charges may increase or decrease each month and will be set in Direct Energy's sole discretion. Among the factors that Direct Energy considers when setting energy charges under the Plan are:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring power including wholesale prices, ancillary service costs, capacity auctions, utility fees, transmission and distribution losses and storage costs;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not intended to be exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors Direct Energy considers may be weighed differently each month. Direct Energy may elect to amortize sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. Accordingly, energy charges under the Plan may not correlate with changes in wholesale market prices and may be higher or lower than other suppliers' rates.

7. Billing. Our charges for electric service and other charges will appear in your service bill from your LDU. Your LDU calculates and determines your usage and charges, if applicable. Your LDU bills will specify when payments are due, and you agree to pay your bill as required by your LDU. Your payments may be pro-rated in accordance with procedures adopted by the NYPSC. If you receive residential service, your LDU may offer budget, levelized, or other payment plans, as provided in New York's Home Energy Fair Practices Act ("HEFPA"). The LDU's

measurement of electricity will be definitive for the purpose of calculating your charges under this Agreement. This determination may include any combination of actual meter reading usage, usage estimations or pro-rated usage.

8. Your Right of Rescission and Termination. Residential and Small Commercial customers may rescind this Agreement within three (3) business days after receiving a copy of it ("Rescission Period") without an early cancellation fee. Thereafter, Residential and Small Commercial customers may terminate service under this Agreement at any time; provided, however, such customers will be required to pay any applicable early termination fee established in the Customer Disclosure Statement. For Residential customers only, the early termination fee will not exceed: (a) one hundred dollars for any contract with a remaining term of Fixed Rate service less than twelve months; or (b) two hundred dollars for any contract with a remaining term of Fixed Rate service of twelve months or more. To terminate service under this Agreement, contact us at our Customer Service Contact Center (see Section 22 for contact information). If you terminate service with us, your service will be switched to your LDU and termination will become effective at the end of the next switching cycle following your request for termination.

9. Termination by Us. We can terminate this Agreement as provided in Section 5 of this Agreement or for any of the following reasons by providing you fifteen (15) days' advance written notice: (a) fraudulent or misrepresented information was used to secure this Agreement; (b) you rescind your information release authorization provided in Section 13 below; (c) we determine that your credit is inadequate; (d) you change your physical address or location without complying with the requirements of Section 11 of this Agreement; (e) a court or administrative agency takes action that renders ineffective any material provision of this Agreement, prohibits material performance under the Agreement, or otherwise constitutes a material adverse change for us; (f) a Force Majeure Event that materially impacts our service; (g) you breach this Agreement. If terminated, your service will switch to the LDU no later than the end of the second following billing cycle.

10. Effect of Termination. Upon termination, you will be returned to LDU services unless you choose another energy service company. A final bill will be sent for charges through the date your service ends within twenty (20) calendar days after the final scheduled meter reading by your LDU (or, if access to your meter is unavailable, an estimate of your usage will be used for the final bill, which will be trued-up when the final meter reading is performed). Upon your request for termination, we will provide you with a termination verification number.

11. Transfer. If you relocate within the LDU service territory, this Agreement will continue for the remainder of the Term for services at your new location. You are responsible for (1) calling your LDU (see the Customer Disclosure Statement for contact information) to inform them of your request to transfer your LDU service to another location; (2) obtaining your new account information from your LDU; and (3) contacting us using the information in Section 22, to provide your new account information and location to complete the transfer of service. You understand that this Agreement will automatically terminate if you relocate outside the LDU service territory, or if the requested service location is not served by the LDU. You must provide to us, at the address provided in Section 22, written proof of your new location outside the LDU service territory. In connection with your relocation in accordance with this Section 11, you will not be charged an early termination fee.

12. Assignment. You are responsible for payment to us. You may not assign or delegate this Agreement to anyone without our prior written consent. We may assign or delegate this Agreement to anyone, and that includes transferring our financial interest in your account. If such an assignment is made, and if required by law, we will provide written notice no later than thirty (30) calendar days prior to the transfer date. The notice shall include details of the assignment and your right to choose another supplier or to return to full utility service. After assignment, Direct Energy will have no further obligations under this Agreement.

13. Information Release Authorization. You authorize us to obtain and review information regarding your credit, consumption and billing history from any credit or payment reporting agency. We may also obtain and review the following information from the LDU: public assistance status, existence of medical emergencies, status as to whether you have a medical emergency or are elderly, blind or disabled, and data applicable to cold weather periods under New York PSL Section 32(3), information pertaining to New York PSL Section 33, tax status and eligibility for economic development or other incentives. This authorization will remain in effect during the Term of this Agreement. You may rescind this authorization at any time by notifying us at our Customer Service Contact Center (see Section 22 for the contact information). If you do so, we can cancel this Agreement as provided in Section 9 above. We, and any of our affiliates, agents or representatives, may use this information, along with any

other information you provide, to review your creditworthiness, eligibility for services, and to properly serve you. Such information may be disclosed to a third-party if: (a) required by law; (b) such disclosure is to a third-party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to us; or (c) as provided in Section 27 below. You understand that we may refuse to offer service to you as allowed by law. You also understand that we may report payment activity on your account with us to any credit reporting agency. Your acceptance of this Agreement is an authorization for release of this information.

14. Consumer Protections. Residential and non-residential service is governed by the terms and conditions of this Agreement and the NYPSC's rules, regulations and requirements, including the Uniform Business Practices (UBP) and by other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA). You may obtain additional information about consumer protections at our Customer Service Contact Center or from the NYPSC. You may contact the NYPSC at 1-800-342-3377, by writing to the NYPSC at: New York State Public Service Commission, Department of Public Service - Office of Consumer Affairs, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. The NYPSC monitors complaints against all energy companies. An excessive number of complaints may result in an energy service company no longer being eligible to supply natural gas in New York State. The telephone number for inquiries and complaints about alternative suppliers is 1-888-697-7728.

15. Dispute Resolution. If there is a billing dispute or a disagreement involving our service, the parties will attempt to resolve the dispute. In order to resolve a dispute, you should first contact our Customer Service Contact Center (see Section 22 for the contact information). We will work to resolve your inquiry fairly and efficiently. We will provide an acknowledgment to you within two (2) days and will respond to you within five (5) days with the results of our investigation, and we will provide a written report if requested. If we do not resolve the dispute related to your residential service within forty-five (45) days, you have the right to seek NYPSC review as described in Section 14 above. And if your dispute concerns non-residential service, you may submit your dispute to small claims court or any other court of competent jurisdiction.

BY ENTERING INTO THIS AGREEMENT, YOU AND DIRECT ENERGY EACH WAIVE ANY RIGHT TO A TRIAL BY JURY. YOU AND DIRECT ENERGY EACH AGREE THAT ANY PROCEEDINGS TO RESOLVE DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. THE PARTIES WILL NOT ACT AS A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

IF A COURT OR THE NYPSC DETERMINES THAT THE PROVISION IN THE "CUSTOMER COMPLAINTS AND DISPUTE RESOLUTION" SECTION ABOVE RELATING TO THE EXCLUSIVE MEANS OF RESOLVING DISPUTES IS INVALID, VOID, UNENFORCEABLE, INAPPLICABLE OR OTHERWISE DEFECTIVE, THEN ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING, TO OR IN CONNECTION WITH THIS CONTRACT SHALL BE RESOLVED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES.

16. Confidentiality. If you are not receiving service for residential use, the parties will keep the terms and conditions of this Agreement confidential, except as may be required to provide service or to meet the requirements of any regulatory body.

17. Title. All electricity 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 load bus (located outside of the municipality where you reside), which shall constitute the point at which title transfers and the sale occurs. We shall indemnify and hold you harmless from all taxes, royalties, fees or other charges incurred with respect to the electricity before title passes.

18. Warranty. This Agreement, including any attachments, makes up the entire Agreement between the parties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. Force Majeure. Except as expressly provided in this section, a Party claiming Force Majeure will be excused from its purchase obligations under this Agreement as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, you will not be excused from your responsibility for Balancing Charges nor from your responsibility to pay for services received under this Agreement. "Force Majeure" means occurrences beyond a Party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of terrorism, civil disturbances, explosions, breakage, shortage and/or unavailability of transmission facilities. The inability of a Party to make payments is not a Force Majeure event.

20. Remedies and Limitations of Liability. THE ONLY REMEDY IN ANY CLAIM OR SUIT YOU BRING AGAINST US WILL BE DIRECT, ACTUAL DAMAGES YOU HAVE INCURRED. YOU WAIVE ANY RIGHT TO ANY OTHER REMEDY IN LAW OR EQUITY. NEITHER YOU NOR WE WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN ADDITION TO THE PROVISION OF SECTION 19 ABOVE, WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM (A) INTERRUPTIONS TO, OR SHORTAGES OF, ELECTRICITY SUPPLY, OR (B) ERRORS IN THE QUANTITY, QUALITY AND MEASUREMENT OF ELECTRICITY. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

21. Indemnification and No Third-Party Beneficiaries. You are responsible for, and will immediately indemnify us against, any and all loss or damage resulting from (a) your failure to fully comply with this Agreement; or (b) your use or misuse of electricity after it is delivered to you. There are no third-party beneficiaries to this Agreement.

22. Contact Information.

Direct Energy - You may contact our Customer Service Contact Center at 1-866-348-4194. Our hours are Monday through Friday 8:00 a.m. to 8:00 p.m. EST and Saturday 8:00 a.m. to 5:00 p.m. EST, (hours subject to change without notice). You may also correspond in writing at: Direct Energy Customer Service Contact Center, PO Box 180, Tulsa, OK 74101-0180. Always include your account number in your correspondence.

Your LDU – Contact information for your LDU is below, as applicable to your specific LDU:

Central Hudson Gas and Electric: 1-800-527-2714; Consolidated Edison of NY: 1-800-752-6633; Corning Natural Gas: 1-607-936-3755; National Grid (KED-NY): 1-718-643-4050; National Grid (KED-LI): 1-800-490-0045; National Grid: 1-800-892-2345; National Fuel Gas: 1-800-444-3130; NYSEG: 1-800-572-1131; Orange and Rockland: 1-877-434-4100; or Rochester Electric: 1-800-743-1701.

New York State Public Service Commission – You may contact NYPSC at 1-800-342-3377 or by writing to the NYPSC at: New York State Public Service Commission, Department of Public Service - Office of Consumer Affairs, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. The telephone number for inquiries and complaints about alternative suppliers is 1-888-697-7728.

23. Venue and Choices of Law. Venue for any lawsuit related to this Agreement shall lie exclusively in the State of New York. Further, 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.

24. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, any and all taxes due and payable with respect to the performance of your obligations under this Agreement shall be paid by you. The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or over the services to be provided herein.

25. Emergency Services. While your energy supply will be provided by Direct Energy, your energy delivery service shall continue to be provided by your LDU. In the event of an electric outage, service interruption or other emergency, you should immediately call your LDU at the contact information provided in Section 22.

26. Parties Bound. This Agreement is binding on the parties to this Agreement and their respective successors and permitted assigns.

27. Privacy of Customer Information. You agree to the collection, use and disclosure of your personal information for the purposes of allowing Direct Energy to perform and enforce the Agreement, and for the other purposes set out in Section 13 of this Agreement and in Direct Energy's privacy policy (which can be found at <http://www.directenergy.com>). Direct Energy will not release your personal information except: (i) to permit

Direct Energy to perform its obligations under and enforce the Agreement (including to permit its personnel and third-party service providers to perform all of parts of those obligations on its behalf); (ii) to perform collections activity and credit checks and reporting activities; (iii) when assigning the Agreement to another retail energy service provider; (iv) in accordance with Section 13 of this Agreement or Direct Energy's privacy policy; or (v) where such release is required by law.

28. Environmental Disclosure Label. You may access Direct Energy's Environmental Disclosure label associated with your account via the link shown below: <http://www.directenergy.com/ny/customer-support>. This information is updated periodically following the requirements of the NYPSC.



Name of authorized energy purchaser ("Customer"): John Smith Title of Decision Maker:

NYECFRWEBGE - 102319



NEW YORK RESIDENTIAL & SMALL COMMERCIAL TERMS AND CONDITIONS

Natural Gas Supply Service
Direct Energy Services, LLC

1. Terms of Service. These Terms and Conditions together with the Customer Disclosure Statement (defined below), which is incorporated herein by reference, constitute the agreement ("Agreement") between you and Direct Energy Services, LLC ("Direct Energy" or "us"). Your Customer Disclosure Statement will either be included as a section of the enrollment consent form/letter of authorization entitled or will accompany these Terms and Conditions.

2. Agreement to Purchase Energy. We will supply your full requirements for retail natural gas service, as delivered to you by your Local Distribution Utility ("LDU"), subject to the terms and conditions of this Agreement.

3. Agency. You appoint us as your agent to provide retail natural gas service, including natural gas transportation, transmission and related services appropriate to provide that service to you.

4. Eligibility. For natural gas service, you must be eligible to receive service from your LDU and stay eligible for such service during the Term of this Agreement. We can terminate this Agreement by giving you notice if you are not eligible.

5. Term of Agreement. The "Initial Term" of your service will begin on the date your energy provider is deemed effective by your LDU. The Initial Term is set forth in the Customer Disclosure Statement. After the Initial Term, you will be notified in advance that this Agreement will automatically continue on a Variable Rate Plan on a month-to-month basis, unless Direct Energy sends you written notice of proposed changes to such terms during the term of this Agreement (all such notices are collectively referred to as the "Renewal Notice"). Any such written notice will be sent at least thirty (30) days and no more than sixty (60) days prior to (i) the end of the Initial Term of this Agreement or (ii) the end of any monthly billing period thereafter and will apprise you of any proposed changes in the terms and conditions of this Agreement and of your right to continue, terminate or renegotiate this Agreement. If you wish to reject the continuation of this Agreement without incurring an early termination fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Extension Term to cancel by calling us as detailed in Section 22. When receiving service on a month-to-month basis, you may provide written notice of termination or call us as detailed in Section 22 or call your LDU to terminate this Agreement. We may terminate this Agreement at the end of the Initial Term or at the end of any monthly billing period thereafter by providing you with at least thirty (30) days' prior written notice, or at any time as provided in Section 9 of this Agreement.

6. Price. Your rate per ccf/mcf/therm for service under this Agreement will be set as follows:

a. Fixed Rate Plan. If you are purchasing our Fixed Rate Plan, your natural gas rate per ccf/mcf/therm for the Initial Term of this Agreement will be as set forth on the Customer Disclosure Statement and includes Gross Receipts Tax (when applicable) and excludes other taxes and regulated charges from the utility, including but not limited to, delivery and distribution charges. Upon completion of the Initial Term, this Agreement will automatically continue under Direct Energy's month-to-month Variable Rate Plan, as further described below, with no cancellation fee.

b. Variable Rate Plan. If you are purchasing our Variable Rate Plan, your natural gas rate per ccf/mcf/therm includes Gross Receipts Tax (when applicable) and excludes other taxes and regulated charges from the utility, including but not limited to, delivery and distribution charges. Your Variable Plan Rate is guaranteed to be below your LDU's applicable energy supply rate on an annually reconciled basis. A reconciliation of your Variable Plan Rate against your LDU's supply rate will occur on an annual basis and at the time your account is terminated. If your average Variable Plan Rate price is ever above your LDU's applicable energy supply rate for either of these periods, Direct Energy shall provide a refund in the form of a check or a credit on your service bill from your LDU.

Your energy charges under Direct Energy's Variable Rate Plan may change at any time and from time-to-time at Direct Energy's sole discretion, without prior notice. Your energy charges under Direct Energy's Variable Rate Plan rate may be increase or decrease each month and will be set in Direct Energy's sole discretion. Among the factors that Direct Energy considers when setting energy charges under its Variable Rate Plan are:

- publicly available competitor pricing;
- strategic business objectives;
- customer retention or attrition;
- market volatility or uncertainty;
- anticipated customer usage;
- the cost of procuring natural gas including wholesale prices, capacity, utility fees, line losses and storage costs;
- weather, supply congestion and infrastructure issues;
- legal or regulatory issues; and
- profit margin.

This list of factors is not intended to be exhaustive, and no single factor will determine the rate. Some factors may be estimated or projected, and the factors Direct Energy considers may be weighed differently each month. Direct Energy may elect to amortize sudden cost increases over multiple billing cycles so that its customers do not bear the burden of such increases in a single month. Accordingly, energy charges under the Variable Rate Plan may not correlate with changes in wholesale market prices and may be higher or lower than other suppliers' rates.

7. Billing. Our charges for natural gas service, and other charges will appear in your service bill from your LDU. Your LDU calculates and determines your usage and charges, if applicable. Your LDU bills will specify when payments are due, and you agree to pay your bill as required by your LDU. Your payments may be pro-rated in accordance with procedures adopted by the NYPSC. If you receive residential service, your LDU may offer budget, levelized, or other payment plans, as provided in New York's Home Energy Fair Practices Act ("HEFPA"). The LDU's measurement of natural gas will be definitive for the purpose of calculating your charges under this Agreement. This determination may include any combination of actual meter reading usage, usage estimations or pro-rated usage.

8. Your Right of Rescission and Termination. Residential and Small Commercial customers may rescind this Agreement within three (3) business days after you receive a copy of it ("Rescission Period") without an early termination fee. Thereafter, Residential and Small Commercial customers can terminate service under this Agreement at any time, provided, however, such customers will be required to pay any applicable early termination fee established in the Customer Disclosure Statement. For Residential customers only, the early termination fee will not exceed (a) one hundred dollars for any contract with a remaining term of Fixed Price service less than twelve months; (b) two hundred dollars for any contract with a remaining term of Fixed Price service of twelve months or more. You agree to pay the early termination fee immediately, but no later than ten (10) days after the date we send you a payment notice. You can terminate your service under this Agreement by notifying us at our Customer Service Contact Center (see Section 22 for the contact information). If you terminate service with us, your service will be switched to your LDU and termination will become effective at the end of the next switching cycle following your request for termination.

9. Termination by Us. We can terminate this Agreement as provided in Section 5 of this Agreement or for any of the following reasons by providing you fifteen (15) days' advance written notice: (a) fraudulent or misrepresented information was used to secure this Agreement; (b) you rescind your information release authorization provided in Section 13 below; (c) we determine that your credit is inadequate; (d) you change your physical address or location without complying with the requirements of Section 11 of this Agreement; (e) a court or administrative agency takes action that renders ineffective any material provision of this Agreement, prohibits material performance under the Agreement, or otherwise constitutes a material adverse change for us; (f) a Force Majeure Event that materially impacts our service; or (g) you breach this Agreement. If terminated, your service will switch to the LDU no later than the end of the second following billing cycle.

10. Effect of Termination. Upon termination, you will be returned to LDU service, unless you select another energy service company. A final bill will be sent for charges through the date your service ends within twenty (20) calendar days after the final scheduled meter reading by your LDU (or, if access to your meter is unavailable, an estimate of your usage will be used for the final bill, which will be trued-up when the final meter reading is performed). Upon your request for termination, we will provide you with a termination verification number.

11. Transfer. If you relocate within the LDU service territory, this Agreement will continue for the remainder of the Term for services at your new location. You are responsible for (1) calling your LDU at the information listed on the Customer Disclosure Statement to inform them of your request to transfer your LDU service to another location; (2) obtaining your new account information from your LDU; and (3) contacting us at 1-866-348-4194 to provide your new account information and location to complete the transfer of service. You understand that this Agreement will automatically terminate if you relocate outside the LDU service territory, or if the requested service location is not served by the LDU. You must provide to us, at the address provided in Section 22, written proof of your new location outside the LDU service territory. In connection with your relocation with this Section 11, you will not be charged an early termination fee.

12. Assignment. You are responsible for payment to us. You may not assign or delegate this Agreement to anyone without our prior written consent. We may assign or delegate this Agreement to anyone, and that includes transferring our financial interest in your account. If such an assignment is made, and if required by law, we will provide written notice no later than thirty (30) calendar days prior to the transfer date. The notice shall include details of the assignment and your right to choose another supplier or to return to full utility service. After assignment, Direct Energy will have no further obligations under this Agreement.

13. Information Release Authorization. You authorize us to obtain and review information regarding your credit, consumption and billing history from any credit or payment reporting agency. We may also obtain and review the following information from the LDU: public assistance status, existence of medical emergencies, status as to whether you have a medical emergency or are elderly, blind or disabled, and data applicable to cold weather periods under New York PSL Section 32(3), information pertaining to New York PSL Section 33, tax status and eligibility for economic development or other incentives. This authorization will remain in effect during the Term of this Agreement. You may rescind this authorization at any time by notifying us at our Customer Service Contact Center (see Section 22 for the contact information). If you do so, we can cancel this Agreement as provided in Section 9 above. We, and any of our affiliates, agents or representatives, may use this information, along with information you provide, to review your creditworthiness, eligibility for services, and to properly serve you. Such information may be disclosed to a third-party if: (a) required by law; (b) such disclosure is to a third-party service provider under confidentiality obligations not to disclose such information and to use it solely for the purpose of providing services to us; or (c) as provided in Section 27 below. You understand that we may refuse to offer service to you as allowed by law. You also understand that we may report payment activity on your account with us to any credit reporting agency. Your acceptance of this Agreement is an authorization for release of this information.

14. Consumer Protections. Residential and non-residential service is governed by the terms and conditions of this Agreement and the NYPSC rules, regulations and requirements, including the Uniform Business Practices (UBP) and by other applicable requirements including the NYS Home Energy Fair Practices Act (HEFPA). You may obtain additional information about consumer protections at our Customer Service Contact Center (see Section 22 for the contact information) or from the NYPSC. You may contact the NYPSC at 1-800-342-3377, by writing to the NYPSC at: New York State Public Service Commission, Department of Public Service - Office of Consumer Affairs, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. The NYPSC monitors complaints against all energy companies. An excessive number of complaints may result in an energy service company no longer being eligible to supply natural gas in New York State. The telephone number for inquiries and complaints about alternative suppliers is 1-888-697-7728.

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BY ENTERING INTO THIS AGREEMENT, YOU AND DIRECT ENERGY EACH WAIVE ANY RIGHT TO A TRIAL BY JURY. YOU AND DIRECT ENERGY EACH AGREE THAT ANY PROCEEDINGS TO RESOLVE DISPUTES ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. THE PARTIES WILL NOT ACT AS A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

IF A COURT OR THE NYPSC DETERMINES THAT THE PROVISION IN THE "CUSTOMER COMPLAINTS AND DISPUTE RESOLUTION" SECTION ABOVE RELATING TO THE EXCLUSIVE MEANS OF RESOLVING DISPUTES IS INVALID, VOID, UNENFORCEABLE, INAPPLICABLE OR OTHERWISE DEFECTIVE, THEN ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATING, TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE RESOLVED BY BINDING ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") CONDUCTED UNDER THE AAA CONSUMER ARBITRATION RULES.

16. Confidentiality. If you are not receiving service for residential use, the parties will keep the terms and conditions of this Agreement confidential, except as may be required to provide service or to meet the requirements of any regulatory body.

17. Title. All natural gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which for natural gas shall be at the city gate, which shall constitute the point at which title transfers and the sale occurs. We shall indemnify and hold you harmless from all taxes, royalties, fees or other charges incurred with respect to the natural gas before title passes.

18. Warranty. This Agreement, including any attachments, makes up the entire Agreement between the parties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. Force Majeure. Except as expressly provided in this section, a Party claiming Force Majeure will be excused from its purchase obligations under this Agreement as long as it provides prompt notice of the Force Majeure and uses due diligence to remove its cause and resume performance as promptly as reasonably possible. During a Force Majeure, you will not be excused from your responsibility for Balancing Charges nor from your responsibility to pay for services received under this Agreement. "Force Majeure" means occurrences beyond a Party's reasonable control, including, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of terrorism, civil disturbances, explosions, breakage, shortage and/or unavailability of transmission facilities. The inability of a Party to make payments is not a Force Majeure event.

20. Remedies and Limitations of Liability. THE ONLY REMEDY IN ANY CLAIM OR SUIT YOU BRING AGAINST US WILL BE DIRECT, ACTUAL DAMAGES YOU HAVE INCURRED. YOU WAIVE ANY RIGHT TO ANY OTHER REMEDY IN LAW OR EQUITY. NEITHER YOU NOR WE WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES. IN ADDITION TO SECTION 19 ABOVE, WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE RESULTING FROM (A) INTERRUPTIONS TO, OR SHORTAGES OF, NATURAL GAS SUPPLY, OR (B) ERRORS IN THE QUANTITY, QUALITY AND MEASUREMENT OF NATURAL GAS. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGE.

21. Indemnification and No Third-Party Beneficiaries. You are responsible for, and will immediately indemnify us against, any and all loss or damage resulting from (a) your failure to fully comply with this Agreement or (b) your use or misuse of natural gas after it is delivered to you. There are no third-party beneficiaries to this Agreement.

22. Contact Information.

Direct Energy - You may contact our Customer Service Contact Center at 1-866-348-4194. Our usual hours are Monday through Friday 8:00 a.m. to 8:00 p.m. EST and Saturday 8:00 a.m. to 5:00 p.m. EST, (hours subject to change without notice). You may also correspond in writing at: Direct Energy Customer Service Contact Center, PO Box 180, Tulsa, OK 74101-0180. Always include your account number in your correspondence.

LDU Contact Information - Contact information for your LDU is below, as applicable to your specific LDU:



Central Hudson Gas and Electric: 1-800-527-2714; Consolidated Edison of NY: 1-800-752-6633; Conning Natural Gas: 1-607-936-3755; National Grid (KED-NY): 1-718-643-4050; National Grid (KED-LI): 1-800-490-0045; National Grid: 1-800-892-2345; National Fuel Gas: 1-800-444-3130; NYSEG: 1-800-572-1131; Orange and Rockland: 1-877-434-4100; or Rochester Electric: 1-800-743-1701 (electric)/1-800-743-1702 (gas).

NYPSC Contact Information- You may contact NYPSC at 1-800-342-3377 or by writing to the NYPSC at: New York State Public Service Commission, Department of Public Service - Office of Consumer Affairs, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>.

23. Venue and Choices of Law. Venue for any lawsuit related to this Agreement shall lie exclusively in the State of New York. Further, 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.

24. Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, any and all taxes due and payable with respect to the performance of your obligations under this Agreement shall be paid by you. The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or over the services to be provided herein.

25. Emergency Services. While your energy supply will be provided by Direct Energy, your energy delivery service shall continue to be provided by your local distribution utility. In the event of a gas odor, service interruption or other emergency, you should immediately call your LDU at the applicable number listed in Section 22.

26. Parties Bound. This Agreement is binding on the parties to this Agreement and their respective successors and permitted assigns.

27. Privacy of Customer Information. You agree to the collection, use and disclosure of your personal information for the purposes of allowing Direct Energy to perform and enforce the Agreement, and for the other purposes set out in Section 13 of this Agreement and in Direct Energy's privacy policy (which can be found at <http://www.directenergy.com>). Direct Energy will not release your personal information except: (i) to permit Direct Energy to perform its obligations under and enforce the Agreement (including to permit its personnel and third-party service providers to perform all of parts of those obligations on its behalf); (ii) to perform collections activity and credit checks and reporting activities; (iii) when assigning the Agreement to another retail energy service provider; (iv) in accordance with Section 13 of this Agreement or Direct Energy's privacy policy; or (v) where such release is required by law.

Exhibit C

Marketing ID Badge

Please note that we are not selling door to door. Attached is a sample badge of what the badge will look like if the decision is made again to sell door to door.

I AM NOT WITH THE UTILITY



Agent Photo

**Agent First
Name
Only
Agent ID: 0000**

**Authorized Distributor Name:
XYZ Selling Company**

**IDENTITY CHECK: 877.724.2476
CUSTOMER SERVICE: 844-878-4411
Delaware Cert # 6790
TX Cert # 10040**

If this card is found,
please return to:

Office Name
Office address

**Direct Energy
12 Greenway Plaza
Suite 250
Houston, TX 77046**

Exhibit D

Marketing Standards Quality Assurance Plan

Redacted

Exhibit E

Third Party Verification (TPV) Script

Redacted

Exhibit F

Sample Forms

Notice for Assignment

Discontinuance

Transfer of Over 5000 Customers to New Provider



NOTICE OF ASSIGNMENT

Customer Name_____ For Service at:_____

Customer Account Number_____

PLEASE TAKE NOTICE that, on _____ [Effective Date] _____, Direct Energy Services, LLC will assign its Contract with _____ (Customer), dated ____ (original date of contract) _____, to _____, 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 Direct Energy Services, LLC as a result of this assignment.

Direct Energy Services, LLC



Customer Name

Address

City, ST ZIP

Date

NOTICE OF DISCONTINUANCE

Dear

Notice is hereby given that under the terms of the Sales Agreement ("Agreement") entered into between Customer and Direct Energy Services, LLC, service pursuant to said Agreement shall be discontinued as of MM/DD/YYYY (Not less than 15 calendar days' after date of letter) and that Direct Energy Services, LLC will have no obligation to provide service after that date.

Customer has the option to select another Energy Services Company ("ESCO") or receive full utility service from the Local Distribution Company ("LDC").

Until Customer selects a new ESCO, or until the change in providers is effective, Customer will receive full utility service from the LDC unless the LDC notifies Customer that it will suspend its delivery service on or before the discontinuance date.

If you have any questions, please call us toll-free at 1-866-XXX-XXXX.

Sincerely,

Direct Energy Services, LLC



Customer Name

Address

City, ST ZIP

Date

NOTICE OF TRANSFER OF 5000 OR MORE CUSTOMERS

Dear

Notice is hereby given that pursuant to the section entitled "Assignment" of the Sales Agreement ("Agreement") entered into between Customer and Direct Energy Services, LLC, all of Direct Energy Services, LLC rights, interests and obligations under said Agreement have been assigned and transferred to: [name and contact info of assignee].

This assignment will be effective as of MM/DD/YYYY (Not less than 15 calendar days' after date of letter).

[Explain changes, if any, to Agreement under new assignee]

If you have any questions, please call [assignee] toll-free at 1-866-XXX-XXXX.

Sincerely,

Direct Energy Services, LLC

Exhibit G

Billing Formats



P.O. Box 180
Tulsa, OK 74101-0180

☐ Please check here for change of address.

Remittance Section

Statement Date: 10/07/2019
 Direct Energy Account #: [REDACTED]
 RG&E Account #: [REDACTED]
 Payment is Due: Upon Receipt
 Penalty Date: 11/01/2019
 Amount Due: \$11.73
 Please make checks payable to: Direct Energy
 Amount Enclosed: \$_____

Direct Energy
PO BOX 70230
Philadelphia, PA 19176-0230

RD 9795033 100719 0000001173 9

Billing Summary

Previous Balance for Direct Energy:	\$8.20
Payments received through 10/06/2019	\$8.20
Adjustments:	\$0.00
Direct Energy Balance Forward:	\$0.00
Current Direct Energy Charges:	\$11.73
Total Due:	\$11.73

Total Due

Total all Charges - Please remit to Direct Energy

\$11.73

Statement Information

Statement Date: 10/07/2019
 Service At: [REDACTED]
 Direct Energy Account Number: [REDACTED]
 RG&E Account Number: [REDACTED]
 Payment is due: Upon Receipt

To Avoid Penalty Charges of 1.50%, please remit by 11/01/2019.

New Charges From Direct Energy

Account [REDACTED]
 For Period 08/31/19 - 09/30/19
 Gas Charge 10 THRM @ 1.13900 **\$11.73**
Total new Direct Energy charges: \$11.73

Direct Energy Adjustments

No Adjustment charges for Direct Energy

General Messages

Questions? For questions regarding your bill, please contact Direct Energy at 1-866-3484194 Mon. - Fri. from 8:00 AM - 8:00 PM EST and on Sat from 8:00 AM - 5:00 PM EST. Also, please visit our website at www.directenergy.com.

You may contact your utility regarding emergencies or for customer service at 1-800-743-2110. You may contact the New York Public Service Commission at 1-888-697-7728 or visit their website at <http://www.dps.state.ny.us>

Meter Reads: Does your meter read look too high or low? Contact your local utility for help with these and other meter-related issues.

About Your Bill: This Direct Energy invoice includes supplier charges for electricity and/or gas generation and may include additional charges for fees assessed due to early cancellation or late payments. You will receive a separate invoice for distribution, taxes, and any other applicable utility fees and charges.

CHANGE OF ADDRESS

Please print and check the box on the reverse side.

Account Name: _____

New Address: _____

City: _____ State: _____ Zip: _____

Contact Phone: _____ Email: _____

Exhibit H

Customers' Procedures

Redacted

Exhibit I

Mass Marketing Material

Information and Promotional Material



RESIDENTIAL BUSINESS LEARNING CENTER MY ACCOUNT

New York Electricity Rates - Energy

<https://www.directenergy.com/ny/electricity-plans>

Showing New York. Change Region

Contact Direct Energy



RESIDENTIAL

BUSINESS

LEARNING CENTER

MY ACCOUNT

We're here for our customers. [Click here](#) for our self-service online resources and additional information regarding COVID-19.

Enjoy Great New York Electricity Rates

Get an electricity rate and plan you'll love. We have a variety of options so you can find the perfect one for your home.

Plus, sign up through May 31st and we'll donate \$10* to Children's Miracle Network Hospitals® and their Children's Hospitals COVID-19 Impact Fund.

[View Plans ↓](#)**SUPPORT THE CHILDREN'S HOSPITALS
COVID-19 IMPACT FUND**

Chat With Us

Electricity

Natural Gas

View By



All Plans



12 Months



36 Months

Sort By:

You are viewing plans for Con Edison [Enter Address for Exact Rates](#)

Green Energy

12 Month

9.69¢/kWh

Go Green Lights 12

Green Plan Get green, renewable energy[†] + price security for 12 months

Fixed Rate



12 Months



Green Energy

[Plan Details & Pricing Breakdown](#)

Green Energy

36 Month

10.69¢/kWh

Go Green Lights 36

Green Plan Get green, renewable energy[†] + price security for 36 months

Fixed Rate



36 Months



Green Energy

[Plan Details & Pricing Breakdown](#)

Green Energy

18 Month

10.19¢/kWh

Go Green Lights 18

Green Plan Get green, renewable energy[†] + price security for 18 months

Fixed Rate



18 Months



Green Energy

[Plan Details & Pricing Breakdown](#)

Feedback

Electricity

Natural Gas

View By

☒ All Plans
 ☐ 12 Months

Sort By:

Filter By:

☐ Fixed Rate

You are viewing plans for Con Edison Gas [Enter Address for Exact Rates](#)

Natural Gas
11 Month
\$0.659 /THERM
Live Brighter® 11
Web Exclusive! Get a gas rate that won't change for 11 months.
Fixed Rate 11 Months
Plan Details & Pricing Breakdown
SELECT PLAN
[Disclosure Statement](#)

Natural Gas
12 Month
\$0.659 /Per THM
Live Brighter® 12
Price security for 12 months
Fixed Rate 12 Months
Plan Details & Pricing Breakdown
SELECT PLAN
[Disclosure Statement](#)

Natural Gas
18 Month
\$0.659 /Per THM
Live Brighter® 18
Price security for 18 months
Fixed Rate 18 Months
Plan Details & Pricing Breakdown
SELECT PLAN
[Disclosure Statement](#)

Feedback



Chat With Us

All displayed offers valid for new residential customers only. Looking for renewal rates? Call 1-866-348-4194 or start a chat below with one of our friendly agents!

Tips on Shopping for Energy



What's In It for Me?

Energy choice means you can tailor your plan to your needs. Make sure to choose the plan that fits with your lifestyle and usage patterns.



Delivery Fees

Delivery fees are separate charges from your local utility to cover the cost of delivering energy to your home. These fees are not included in your rate and may change even if the rate from us is fixed.



Consider the Total Cost

The total cost of a plan has many factors, including your rate, usage and fees charged by your utility to deliver energy to your home.



What's Included in the Rate?

The rates above include your energy charge from Direct Energy. They do not include charges from your local utility for delivering energy to your home.



What's Your Usage?

You can easily calculate your total energy cost by multiplying your usage by the rate. Check your past bills to see your historical usage.



How to Sign Up

Make sure you have an account with your local utility and have this account information on hand. Select your plan and go through the online enrollment process. We'll take care of the rest.

Frequently Asked Questions

What is included in the rate? >

When will my service start? >

How do I sign up? >

†Green energy plans are supported 100% by Renewable Energy Certificates (RECs) that are purchased and retired in an amount sufficient to match your annual consumption. RECs are a tradeable, non-tangible energy commodity in the United States that represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy resource like biomass, hydro, solar or wind. Please see your Terms of Service for more information.

*To utilize all features of the Echo Dot, you will need an 'always on' Wi-Fi internet service. Terms and Conditions apply. All Amazon trademarks and copyrights are property of Amazon.com or its affiliates. The Echo Dot is provided by Direct Energy, Amazon is not a sponsor of this energy plan offer.

Have a question about a plan or need help placing an order?

Call us: [1-855-769-1002](tel:1-855-769-1002)

Hours: 7:00am-7:00pm CT Monday-Friday, 7:00am-4:00pm Saturday

Have a question about a plan or need help placing an order?

Call us: 1-855-461-1926

Hours: 7:00am-7:00pm CT Monday-Friday, 7:00am-4:00pm Saturday

DIRECT ENERGY SERVICES

New York Electricity
New York Natural Gas
Business

IMPORTANT LINKS

Terms of Use
Privacy Policy

COMPANY INFORMATION

About Direct Energy
Newsroom
Careers
Partner With Us
Supply Chain Responsibilities & Disclosure

CUSTOMER SERVICE

Customer Support
Contact Us



Feedback



© 2020 Direct Energy. All rights reserved. Products and services vary depending on region or market.



Showing New York. [Change Region](#)

[Contact Direct Energy](#)



RESIDENTIAL

BUSINESS

LEARNING CENTER

MY ACCOUNT

We're here for our customers. [Click here](#) for our self-service online resources and additional information regarding COVID-19.



Feedback

How to Shop for Electricity in New York

Electricity choice means people can shop around to pick the right plan, rate and provider to supply electricity to their home. Direct Energy is proud to offer tips and tools to consumers so they can find the right electricity plan for them.

[LEARN MORE](#) ↓



[Chat With Us](#)



Let's Get Learning!

Choose your own adventure by selecting from the categories below or keep scrolling to get the full rundown on how to shop for electricity.

[HOW TO SIGN UP](#)

[PLAN INFO](#)

[WHAT TO CONSIDER](#)

[COMMON TERMS](#)

[BILL FACTORS](#)

[BILLING & FEES](#)

[MOVING TIPS](#)

[SMART METERS](#)

[RENEWING](#)

Feedback

How Do I Sign Up for Electricity?

You can sign up for electricity in just a few steps:

1

2

3

4

[Chat With Us](#)



Create an account with your utility

If you haven't already, you'll need to create an account with your local utility. Unless you're moving, you should already have an account.

On contract with your current provider?

Check whether you are under contract with your current provider. If you are, make sure you won't be charged an early termination fee if you switch providers before your contract ends.

Have your utility bill on hand

Have a recent utility bill on hand, as you'll need your utility account information to enroll with a competitive provider. If you're moving and haven't received a bill yet, you can contact your utility for this information.

Shop for your perfect plan

Shop for the electricity plan that fits your needs. After you sign up, your new provider will contact your local utility to complete the process.

Feedback

When will my power be turned on?

The time it takes to turn on your electricity varies based on when your local utility can connect your home. Be sure to leave yourself enough time to shop and sign up with your new provider, and check your utility's timeline to make sure you can get your electricity turned on when you need it.

Are there fees associated with signing up?

Some utilities may charge a switching fee when you sign up with a new provider. Make sure to check with your local utility for more information.



Chat With Us

Electricity Utilities in New York

Central Hudson

1-800-527-2714

Con Edison

1-800-752-6633

National Grid (NIMO)

1-800-867-5222

Orange and Rockland

1-877-434-4100

NYSEG

1-800-572-1131

Rochester Gas & Power

1-800-743-1701

Rockland Electric

1-877-434-4100

Feedback

View Plans in Your Utility

Things To Consider When Shopping For an Electricity Plan



Rate

Electricity rates will usually be listed as cost per-kilowatt-hour (kWh), the unit used to measure electricity consumption.



Total Costs

Total costs include your electricity charges (the rate multiplied by your usage) and utility fees associated with delivering electricity to your home. Even if one plan has a lower rate than another, your total monthly cost could end up being higher, depending on the plan.



Plan Benefits

What extra benefits, like smart home products, green energy or free nights or weekends, do the available plans provide? Any electricity plan will power your home; how do the plans you're considering add value to your lifestyle?



Term Length

Consider what term length (the duration of your contract with the provider) would fit best for your situation. Are you renting for a short period of time? Would you prefer to keep the same electricity rate for a while? Will this contract end before a peak usage season when electricity prices are higher?

Feedback



Ready to Shop?

Now that you're a savvier energy consumer, are you ready to find your perfect plan? Enter your zip code to check out our offers for your area.



Zip
10460

View Plan

Feedback

Glossary of Terms

Here are a few terms you'll see when shopping for an electricity plan:

Electricity Deregulation

In deregulated areas, customers are no longer required to sign up with their utility for electricity. Instead, they can shop offerings from available competitive electricity providers to find the best one for their household.



Electricity Deregulation

Utility

Competitive Provider

Kilowatt-Hour (kWh)

Electricity Rate Per kWh

Term Length

Electricity Meter

Fixed-Rate Plan

Chat With Us

Feedback



What is the Average Electricity Bill?

Your electricity bill can vary based on many factors, so it can be difficult to determine what an average electricity bill looks like. The best way to calculate your average electric bill is to look at your past bills. If you're moving to a different home or region, you can get an idea of your average electricity costs by researching similar homes online or asking other residents in the area. The average electric bill depends on the following elements:



HOME SIZE



WEATHER & CLIMATE



USAGE HABITS



APPLIANCE EFFICIENCY



HOME EFFICIENCY



ELECTRICITY RATE

Feedback

Home Size

Smaller homes typically use less electricity than larger homes because less electricity is needed to run lights, heating and cooling and other appliances and electronics.


Read more about what can affect your electric bill.

Pricing, Billing & Fees

How does billing work?

You will typically receive your electric bill from your local utility every 28-32 days, depending on when your utility reads your electric meter. Your bill includes the energy charge for your usage (charged by your provider) and operational costs (charged by your local utility) associated with providing electricity to your home.

If you are a Direct Energy customer, you will still receive your bill directly from your local utility. You will usually see Direct Energy as a line item on your bill under "supply" or "generation services".



Zip

10460

View Plans

Pick Your Perfect Plan!

We have a variety of electricity plans to help meet the needs of your home and family. Our fixed-rate plans allow you to lock in an electricity rate for a term length of your choosing and get protection from market price fluctuations.

Chat With Us



Moving Tips

Are you moving to a new home?

Check out our Moving Hub for moving checklists, buying and renting guides, moving out of state and other tips on how you can have a stress-free move.

Moving Hub



Feedback



Feedback



Smart Meters

Smart electric meters are becoming the new standard in electric metering. They provide valuable benefits like the ability to turn on electricity more quickly and track your use more closely, and the opportunity to sign up for time-of-use electric plans, which allow you to get free electricity at certain times.

[Learn more about smart meters.](#)

Feedback

Renewing With Direct Energy

[WHAT ABOUT RENEWING?](#)

[CURRENT CUSTOMERS](#)



What About Renewing?

We'll notify you at least 30 days before your contract expires and give you the opportunity to explore your new plan options. If you don't choose a new Direct Energy plan or switch providers before your contract expires, we'll put you on another plan with us. Don't worry – you'll be notified beforehand of the plan rate and details.

Feedback



Renewing With Direct Energy

WHAT ABOUT RENEWING?

CURRENT CUSTOMERS



Current Customers

If you're a current Direct Energy customer looking to renew with us, you can view renewal plans by logging into your [Online Account Manager](#) or contacting us.

If you're moving, you can also transfer your service with us to your new address by contacting us.

Feedback



Electricity Rates for New York

We have a variety of electricity rates and plans so you can find the best one for your home.

Select Your Region To View

Feedback

Con Edison	Plan Name	Region	Plan Term	Rate
Central Hudson Electric	Go Green Lights 12	Con Edison	12 months	9.69 cents/kWh
	Go Green Lights 18	Con Edison	18 months	10.19 cents/kWh
National Grid(NIMO) Electric	Go Green Lights 36	Con Edison	36 months	10.69 cents/kWh
	Go Green Lights 12	Con Edison	12 months	9.69 cents/kWh
NYS Electric	Go Green Lights 18	Con Edison	18 months	10.19 cents/kWh
	Go Green Lights 36	Con Edison	36 months	10.69 cents/kWh
Orange and Rockland Electricity	Go Green Lights 12	Con Edison	12 months	9.69 cents/kWh
	Go Green Lights 18	Con Edison	18 months	10.19 cents/kWh



Chat With Us

Rochester Electric

Go Green Lights 12	Con Edison	12 months	9.69 cents/kWh
Go Green Lights 18	Con Edison	18 months	10.19 cents/kWh
Go Green Lights 36	Con Edison	36 months	10.69 cents/kWh
Go Green Lights 12	Con Edison	12 months	9.69 cents/kWh
Go Green Lights 18	Con Edison	18 months	10.19 cents/kWh
Go Green Lights 36	Con Edison	36 months	10.69 cents/kWh

Feedback

[View Plans](#)



Have a question about a plan or need help placing an order?

Call us: 1-855-461-1926

Hours: 7:00am-7:00pm CT Monday-Friday, 7:00am-4:00pm Saturday

Feedback

DIRECT ENERGY SERVICES

New York Electricity
New York Natural Gas
Business

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Careers
Partner With Us
Supply Chain Responsibilities &
Disclosure

CUSTOMER SERVICE

Customer Support
Contact Us



powered by VeriSign



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[Chat With Us](#)

Exhibit J

Home Energy Fair Practices Act Documents

(HEFPA)

Customer Ability to Pay
Payment Agreement
Final Suspension Notice
Final Term Notice
Social Services Customer Inability to Pay
Quarterly Billing Plan
Past Due Reminder Notice
Budget Billing Plan



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	\$	_____
	\$	_____
	\$	_____
	\$	_____



Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

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

Direct Energy 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, **Direct Energy** may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, Direct Energy 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 Direct Energy 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 Direct Energy If you and Direct Energy 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 service may be terminated.



FINAL SUSPENSION NOTICE DATE

[UTILITY/ESCO name]
[address]
[toll-free number]

Customer Name
Address
City, State, Zip
Account#

Dear (customer name):

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

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

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

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

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

Sincerely,

Direct Energy
Credit and Collections



FINAL TERMINATION NOTICE

DATE

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

By letter dated MM/DD/YY, Direct Energy notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in Direct Energy 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,

Direct Energy
Credit and Collections



NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

[UTILITY name]
[Address]
[Toll-free number]

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.



Quarterly Billing Plan

Customer Name: _____

Premise Address: _____

Account Number: _____

Under this plan, Direct Energy 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 Direct Energy by MM/DD/YYYY.



Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

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

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



P.O. Box 180
Tulsa, OK 74101-0180

{Print Date}

{@CustomerNameProper}
{@AddressProper}
{@CityStateZipProper}

RE: BUDGET BILLING PLAN FOR ACCOUNT: {LdcAcctNum}

Dear {@CustomerNameProper}:

This letter is to confirm that you signed up for a Budget Billing Plan. Under this Plan, Direct Energy Services agrees to provide your energy 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 starting with the billing cycle commencing on MM/DD/YYYY.

A budget billing plan enables you to pay a set amount each month. Quarterly, your budget amount will be compared to your actual usage and the budget amount may be adjusted up or down to stay in line with your actual usage. Your monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the price of your current rate plan/offer.

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 budget will be set at \$50 a month for the first three months. At the end of the third month, your budget will be recalculated based on actual usage.

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 a budget billing 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.

Upon cancelling your service or budget billing plan, or if you are in an aggregation program and the program does not continue with Direct Energy Services as your supplier, Direct Energy Services 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 have cancelled your service or Plan, any credit or debit accumulated will be charged or refunded to you via your utility bill.

Sincerely,

Your {@CompanyShortName} Customer Care Team

Exhibit K

Prevention for Slamming and Cramming



Slamming & Cramming Procedures

For Direct Energy Services, LLC, steps and measures are taken in preventing customers from being slammed or crammed. Within our system platform, validation tools are in place to identify Electronic Data Interchange information such as the account number being transmitted and received is the same as on the customer's contract. Further preventive measures can be referenced from another exhibit (Exhibit D) comprised within this re-certification application. Please see below those exhibits.

- Exhibit D (Marketing Standards Quality Assurance Plan) – pg. 46-47 describing Quality Measures for sales channels
- Exhibit D (Marketing Standards Quality Assurance Plan) – pg. 56-57 describing Third Party Verification methods
- Exhibit D (Marketing Standards Quality Assurance Plan) – pg. 74-76 describing Telesales Agents and quality measures for point-of-sale enrollments
- Exhibit D (Marketing Standards Quality Assurance Plan) – pg. 125-126 describing telemarketing residential script enrollments
- Exhibit E (Third Party Verification Script) – pg. 174-210 describing third party verification enrollment process

For small business contracts, Direct Energy Services, LLC keeps copies of invoices for each account that is being enrolled to match up with what is written on the customer's contract.

Exhibit L

Entities That Will Market to Customers

Redacted

Exhibit M

Attestation

Attestation

I, Paolo Berard for Direct Energy Services, LLC, do hereby attest that Direct Energy Services, LLC as an ESCO registered by the New York Public Service Commission, has been complying and will continue to comply with the requirements of the New York State Environmental Disclosure program while serving electric customers in the state of New York.



Paolo Berard, Co-Secretary
Direct Energy Services, LLC

6/11/2020

Date

Exhibit N

Service Provider Contact Information



New York State Public Service Commission
Service Provider Contact Information

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

Date 5/5/2020

Company Name Direct Energy Services, LLC ESCO, Gas, Electric

President John Schultz / Bruce Stewart

Mailing Address 194 Wood Ave. S. 2nd Floor / 12 Greenway Plaza, Suite 250
Iseline, NJ 08830 / Houston, TX 77046

E-mail Address John.schultz@directenergy.com / Bruce.stewart@directenergy.com

Phone Number (732)516-2600 / (281)841-1304 Fax Number _____

Vice President / Director of Customer Service Jennifer Borelli / Raja Subramanian

Mailing Address 1001 Liberty Ave, Suite 1200 / 12 Greenway Plaza, Suite 250
Pittsburgh, PA 15222 / Houston, TX 77046

E-mail Address Jennifer.borelli@directenergy.com / Raja.subramanian@directenergy.com

Phone Number (412)819-2841 / (281)800-6094 Fax Number _____

Primary Regulatory Complaint Manager Paige Harris

Mailing Address 6502 S. Yale Ave., Ste 900
Tulsa, OK 74136

E-mail Address Paige.harris@directenergy.com

Phone Number (918)493-9564 Fax Number _____

Secondary Regulatory Complaint Manager Marc Hanks

Mailing Address 24 Gary Drive
Westfield, MA 01085

E-mail Address Marc.hanks@directenergy.com

Phone Number (413)642-3575 Fax Number _____

The e-mail Address or Fax Number to be used by PSC when sending consumer complaints is:

csdirectenergy@directenergy.com / Toll Free: (866)348-4194

Exhibit O

Confirmation of EDI Phase I Testing Completion

New York "Phase 1 Certification Status" link (see below) provides current status of EDI Phase I Testing Completion. Attached is a copy of the current list.

<http://www3.dps.ny.gov/W/PSCWeb.nsf/ArticlesByTitle/90172D77388F5A385257687006F391D?OpenDocument>

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE
814 ELLICOTT SQUARE BUILDING, 295 MAIN STREET, BUFFALO, NY 14203-2508

Internet Address: <http://www.dps.state.ny.us>

PUBLIC SERVICE COMMISSION

WILLIAM M. FLYNN

Chairman

THOMAS J. DUNLEAVY

LEONARD A. WEISS

NEAL N. GALVIN



DAWN JABLONSKI RYMAN

General Counsel

JACLYN A. BRILLING

Secretary

November 2, 2004

Enver Acevedo
Direct Energy Services, LLC
263 Tresser Blvd, 8th Floor
Stamford, CT 06901

Dear Enver:

Thank you for submitting your Retail Access Application Package to become an ESCO serving residential and non residential natural gas and electric customers in New York State. This letter is to inform you that your application, standard sales agreement and corresponding attachments have been reviewed by Staff and found to be in compliance with the New York State ESCO eligibility requirements that are implemented by codes and regulations found in the Uniform Business Practices and the Home Energy Fair Practices Act.

Further, I am pleased to notify you that Direct Energy Services, LLC has successfully met New York's EDI Phase I certification requirements for all transactions required for Dual billing and Utility Rate Ready and Utility Bill Ready consolidated billing, effective November 1, 2004. All requirements for this initial stage of your eligibility determination have been satisfied.

Please be advised that you may now begin the utility eligibility stage by contacting the utility companies in whose service territories you intend to participate. The utility eligibility stage consists of a creditworthiness determination, completion of Phase III EDI testing and the execution of either an operating or billing service agreement. Please note that each utility's eligibility requirements pertain only to their retail access programs.

Once you have satisfactorily completed the utility eligibility stage, Staff will be notified by the utility of your success. I will then notify you in writing that your final eligibility requirements have been satisfied. At that point you may actively enroll and serve customers in those service territories.

I would ask that you now provide me with the actual company name, street and internet address along with the name, phone and fax numbers, and email address of your company's customer service contact. We will only post that information on our Web site once we have completed your approval process. Also, please provide the same information for an individual designated as your regulatory contact. You may contact me at your convenience with any questions or concerns at 716/847-3418, or by email at Paul_Emerson@dps.state.ny.us.

Sincerely,

A handwritten signature in black ink, appearing to read "Paul C. Emerson". The signature is fluid and cursive, with the first name "Paul" and last name "Emerson" clearly distinguishable.

Paul C. Emerson
Market Operation and Design
Office of Retail Market Development

Cc: Usher Fogel (via email)

ACTIVE ESCO LISTING	TRANSACTIONS CERTIFIED									
	814E; 814D; 814HU; 824AA	Date Certified	814C; 814R	Date Certified	Utility Bill Ready	Date Certified	Utility Rate Ready	Date Certified	Single Retailer	Date Certified
AAA ESCO LLC	x	8/24/2011	x	8/24/2011	x	8/24/2011	x	8/24/2011		
ABC Energy LLC	x	7/31/2012	x	7/31/2012	x	7/15/2013	x	7/31/2012		
Abest Power & Gas LLC	x	1/30/2013	x	1/30/2013	x	1/30/2013	x	1/30/2013		
ABN Energy, LLC dba GreatEnergyRebate.com	x	9/7/2010	x	9/7/2010	x	9/7/2010	x	9/7/2010		
Accent Energy Midwest Gas LLC dba IGS Energy	x	7/18/2007	x	7/18/2007	x	7/18/2007	x	7/18/2007		
Accent Energy Midwest II LLC dba IGS Energy	x	7/18/2007	x	7/18/2007	x	7/18/2007	x	7/18/2007		
AEP Energy	x	10/5/2011	x	10/5/2011	x	10/5/2011	x	10/5/2011		
Aggressive Energy, LLC	x	8/18/2009	x	8/18/2009	x	8/18/2009	x	8/18/2009		
Agera Energy, LLC	x	8/18/2014	x	8/18/2014	x	8/18/2014	x	8/18/2014		
AGWAY Energy Services	x	2/28/2005 ²	x	2/28/2005 ²	x	2/28/2005 ²	x	2/28/2005 ²		
All American Power & Gas LLC	x	5/5/2011	x	5/5/2011	x	5/5/2011	x	5/5/2011		
Allied Consolidated Energy LLC	x	5/17/2010	x	5/17/2010	x	5/17/2010	x	5/17/2010		
Alpha Gas & Electric f/k/a Pan American Energy, LLC	x	11/8/2010	x	11/8/2010	x	11/8/2010	x	11/8/2010		
Ambit Energy	x	11/21/2006	x	11/21/2006			x	11/21/2006		
Ambit Energy NY, LLC	x	2/23/2009	x	2/23/2009	x	2/23/2009	x	2/23/2009		
American Power & Gas, LLC	x	4/20/2010	x	4/20/2010	x	4/20/2010	x	4/20/2010		
American PowerNet Management, LP	x	6/6/2019	x	6/6/2019	x	6/6/2019	x	6/6/2019		
Ameristar Energy, LLC	x	6/4/2007	x	6/4/2007	x	6/4/2007	x	6/4/2007		
Ampex Energy LLC	x	8/11/2016	x	8/11/2016	x	8/11/2016	x	8/11/2016		
AP Gas & Electric (NJ) LLC	x	2/15/2012	x	2/15/2012	x	2/15/2012	x	2/15/2012		
AP Gas & Electric (NY), LLC dba APG&E	x	4/11/2011	x	4/11/2011	x	4/11/2011	x	4/11/2011		
AP Gas & Electric (TX), LLC f/k/a Affordable Power, L.P.	x	12/13/2007	x	12/13/2007	x	12/13/2007	x	12/13/2007	x	12/13/2007
API Energy LLC	x	7/1/2019	x	7/1/2019	x	7/1/2019	x	7/1/2019		
Approved Energy II LLC d/b/a Approved Energy	x	8/30/2016	x	8/30/2016	x	8/30/2016	x	8/30/2016		
ASC Energy Services, Inc.	x	6/14/2010	x	6/14/2010	x	6/14/2010	x	6/14/2010		
Aspirity Energy Northeast LLC	x	11/3/2015	x	11/3/2015	x	11/3/2015	x	11/3/2015		
Associated Renewable, Inc.	x	12/2/2013	x	12/2/2013	x	12/2/2013	x	12/2/2013		
Astral Energy LLC	x	7/12/2012	x	7/12/2012	x	7/12/2012	x	7/12/2012		
Atlantic Energy, LLC	x	11/10/2011	x	11/10/2011	x	11/10/2011	x	11/10/2011		
Atlantic Power and Gas LLC	x	11/18/2013	x	11/18/2013	x	11/18/2013	x	11/18/2013		
Atlantic Utilities LLC	x	2/26/2008	x	2/26/2008	x	2/26/2008	x	2/26/2008		
Avrist dba Supreme Energy	x	6/4/2013	x	6/4/2013	x	6/4/2013	x	6/4/2013		
BluCo Energy, LLC	x	8/7/2006	x	8/7/2006	x	8/7/2006	x	8/7/2006		
	x	1/24/2006 ¹	x	1/24/2006 ¹	x	1/24/2006 ¹	x	1/24/2006 ¹		
Bluerock Energy, Inc.	x	5/14/2012 ²	x	5/14/2012 ²	x	5/14/2012 ²	x	5/14/2012 ²		
Bluesource Energy, LLC	x	5/7/2013	x	5/7/2013	x	5/7/2013	x	5/7/2013		
Brown's Energy Services, LLC	x	3/19/2009	x	3/19/2009	x	3/19/2009	x	3/19/2009		
	x	3/3/2004 ¹	x	3/3/2004 ¹						
Brown's Fuel Service	x	1/12/2005 ²	x	1/12/2005 ²	x	10/27/2004 ¹	x	1/12/2005 ¹		
Buy Energy Direct	x	11/30/2009	x	11/30/2009	x	11/30/2009	x	11/30/2009		
Capella Energy, Inc.	x	8/8/2012	x	8/8/2012	x	8/8/2012				
Censtar Energy Corp.	x	9/2/2008	x	9/2/2008	x	9/2/2008	x	9/2/2008		
Champion Energy Services, LLC	x	9/6/2012	x	9/6/2012	x	9/6/2012	x	9/6/2012		
Chautauqua Energy Management	x	2/28/2005	x	2/28/2005	x	9/11/2006	x	9/11/2006	x	12/8/2006
	x	6/21/2006	x	6/21/2006	x	6/21/2006	x	6/21/2006		
Chief Energy Gas, LLC	x	12/16/2010	x	12/16/2010	x	12/16/2010	x	12/16/2010		
Chief Energy Power, LLC	x	12/16/2010	x	12/16/2010	x	12/16/2010	x	12/16/2010		
Citizens Choice Energy LLC	x	3/9/2010	x	3/9/2010	x	3/9/2010	x	3/9/2010		
City Power & Gas, LLC	x	8/25/2010	x	8/25/2010	x	8/25/2010	x	8/25/2010		
	x	10/05/2004 ¹	x	10/05/2004 ¹	x	10/05/2004 ¹	x	10/05/2004 ¹		
CleanChoice Energy, Inc. d/b/a Ethical Electric, d/b/a Clean Energy Option	x	1/25/2013	x	1/25/2013	x	1/25/2013				
Clearview Electric, Inc. d/b/a Clearview Energy	x	6/11/2007	x	6/11/2007	x	6/11/2007	x	6/11/2007		
Colonial Energy	x	5/29/2002	x	10/28/2002						
	x	11/18/2003 ¹	x	11/18/2003 ¹	x	6/9/2004 ¹	x	4/20/2004 ¹		
	x	8/24/2005 ²	x	8/24/2005 ²	x	8/24/2005 ²	x	8/24/2005 ²		
Columbia Utilities	x	10/30/2006 ²	x	10/30/2006 ²	x	10/30/2006 ²	x	10/30/2006 ²		
Columbia Utilities Power LLC	x	12/6/2006	x	12/6/2006	x	12/6/2006	x	12/6/2006		
Consolidated Power Co. LLC	x	6/2/2014	x	6/2/2014			x	6/2/2014		
	x	12/9/2004 ²	x	12/9/2004 ²	x	12/9/2004 ²	x	12/9/2004 ²		
Constellation New Energy	x	9/26/2006	x	9/26/2006	x	9/26/2006	x	9/26/2006		

Constellation New Energy - Gas Division, LLC	x	3/24/2006	x	3/24/2006	x	1/8/2007	x	3/24/2006	x	3/24/2006
Constellation Energy Gas Choice f/k/a MxEnergy Inc	x	2/16/2005	x	2/16/2005	x	2/16/2005	x	2/16/2005		
Crown Energy Services, Inc	x	7/21/2003	x	7/21/2003	x	3/25/2004	x	3/25/2004	x	7/8/2004
Direct Energy Business LLC	x	2/22/2007	x	2/22/2007	x	2/22/2007	x	2/22/2007		
Direct Energy Services, LLC	x	11/1/2004	x	11/1/2004	x	11/1/2004	x	11/1/2004		
Direct Energy Business Marketing f/k/a Hess Energy Marketing, LLC	x	4/17/2013	x	4/17/2013						
Discount Power Inc.	x	11/6/2013	x	11/6/2013	x	11/6/2013	x	11/6/2013		
Drift Marketplace, Inc.	x	6/16/2016	x	6/16/2016	x	6/16/2016	x	6/16/2016		
DTE Energy Trading	x	8/9/2011	x	8/9/2011	x	8/9/2011	x	8/9/2011		
Dual Fuel Energy Corp.	x	1/15/2013	x	1/15/2013	x	1/15/2013	x	1/15/2013		
Eagle Power Authority	x	12/27/2010	x	12/27/2010	x	12/27/2010	x	12/27/2010		
East Coast Power and Gas, LLC	x	4/22/2008	x	4/22/2008	x	4/22/2008	x	4/22/2008		
EDF Energy Services, LLC	x	3/16/2010	x	3/16/2010	x	3/16/2010	x	3/16/2010		
Eligo Energy NY, LLC	x	9/13/2012	x	9/13/2012	x	9/13/2012	x	9/13/2012		
	x	9/8/2003 ¹	x	9/8/2003 ¹						
Empire Natural Gas Corporation	x	2/11/2008 ^x	x	2/11/2008 ^x	x	2/11/2008 ¹	x			
Energy Cooperative of America, Inc. d/b/a Energy Cooperative of NY, Inc.	x	9/2/2002	x	9/30/2003	x	12/9/2004	x	12/23/2003	x	7/8/2004
Energy Coop of NY - Renewables	x	9/2/2002	x	9/30/2003	x	12/9/2004	x	12/23/2003		
Energy Discounters, LLC	x	4/11/2011	x	4/11/2011	x	4/11/2011	x	4/11/2011		
EnergyMark, LLC	x	11/25/2009	x	11/25/2009	x	11/25/2009	x	11/25/2009		
Energy Plus Holdings LLC	x	8/6/2007	x	8/6/2007	x	8/6/2007	x	8/6/2007		
Energy Plus Natural Gas LP	x	8/25/2010	x	8/25/2010	x	8/25/2010	x	8/25/2010		
Energy Reducing Technologies, LLC	x	12/18/2008	x	12/18/2008			x	12/18/2008		
	x	3/15/2004 ¹	x	3/15/2004 ¹	x	4/25/2005 ¹	x	3/15/2004 ¹		
Energy Services Providers Inc.	x	8/31/2005 ²	x	8/31/2005 ²	x	8/31/2005 ²	x	8/31/2005 ²		
Energy Solutions Co. LLC	x	4/27/2010	x	4/27/2010	x	4/27/2010	x	4/27/2010		
Energy Technology Savings, LLC	x	10/8/2013	x	10/8/2013	x	10/8/2013	x	10/8/2013		
Entergy Solutions Ltd.	x	6/2/2006	x	6/2/2006						
Everyday Energy, LLC f/k/a FTR Energy Services, LLC	x	6/27/2012	x	6/27/2012	x	6/27/2012	x	6/27/2012		
	x	9/10/2008 ¹	x	9/10/2008 ¹			x	9/10/2008 ¹		
Falcon Energy, LLC	x	7/18/2011 ²	x	7/18/2011 ²			x	7/18/2011 ²		
Family Energy, Inc.	x	6/11/2009	x	6/11/2009	x	6/11/2009	x	6/11/2009	x	6/11/2009
FC Energy Services Company LLC	x	1/8/2008	x	1/8/2008						
	x	2/24/2004	x	2/24/2004	x	2/24/2004	x	2/24/2004		
FFC Energy, LLC	x	10/21/2010	x	10/21/2010	x	10/21/2010	x	10/21/2010		
First Choice Energy LLC	x	12/8/2011	x	12/8/2011	x	12/8/2011	x	12/8/2011		
Flanders Energy LLC	x	3/19/2012	x	3/19/2012	x	3/19/2012	x	3/19/2012		
Freepoint Energy Solutions LLC	x	4/4/2017	x	4/4/2017	x	4/4/2017	x	4/4/2017		
Galaxy Energy LLC	x	3/1/2012	x	3/1/2012	x	3/1/2012	x	3/1/2012		
UGI Energy Services, LLC f/k/a GasMark	x	11/26/2002	x	11/26/2002	x	10/12/2012	x	10/12/2012		
Gateway Energy Services Corp	x	8/4/2003	x	8/4/2003	x	8/4/2003	x	8/4/2003		
GDF Suez Retail Energy Solutions, LLC d/b/a Think Energy	x	7/5/2011	x	7/5/2011	x	7/5/2011	x	7/5/2011		
GL Energy Inc.	x	4/11/2011	x	4/11/2011	x	4/11/2011				
Global Energy, LLC d/b/a NYC Clean Energy	x	4/11/2011	x	4/11/2011	x	4/11/2011	x	4/11/2011		
Got Gas? LLC	x	7/7/2014	x	7/7/2014	x	7/7/2014	x	7/7/2014		
Great American Gas & Electric, LLC	x	7/31/2019	x	7/31/2019	x	7/31/2019	x	7/31/2019		
Greenlight Energy Inc.	x	4/16/2014 ²	x	4/16/2014 ²	x	4/16/2014 ²	x	4/16/2014 ²		
Green Mountain Energy (NY) LLC	x	5/10/2007	x	5/10/2007	x	10/31/2012	x	5/10/2007		
High Rise Energy Group LLC	x	7/7/2008	x	7/7/2008	x	7/7/2008	x	7/7/2008		
Hudson Energy Services, LLC	x	4/29/2009 ²	x	4/29/2009 ²	x	4/29/2009 ²	x	4/29/2009 ²		
Icon Energy LLC	x	9/20/2012	x	9/20/2012	x	9/20/2012	x	9/20/2012		
	x	9/20/2004 ¹	x	9/20/2004 ¹	x	9/20/2004 ¹	x	9/20/2004 ¹		
IDT Energy, Inc.	x	3/13/2006 ²	x	3/13/2006 ²	x	3/13/2006 ²	x	3/13/2006 ²		
Independence Energy Group LLC f/k/a Adagio Energy, LLC	x	4/18/2011	x	4/18/2011	x	4/18/2011	x	4/18/2011		
Inspire Energy Holdings, LLC	x	4/14/2014	x	4/14/2014	x	4/14/2014	x	4/14/2014		
Institutional Energy Buyers of New York, LLC	x	3/7/2006	x	3/7/2006	x	3/7/2006	x	3/7/2006		
Interstate Gas Supply d/b/a IGS Energy	x	4/13/2005	x	4/13/2005			x	4/13/2005		
JOSCO Energy Corp.	x	1/2/2013	x	1/2/2013	x	1/2/2013	x	1/2/2013		
Just Energy	x	11/25/2009	x	11/25/2009	x	11/25/2009	x	6/14/2010		
	x	6/10/2015 ¹	x	6/10/2015 ¹	x	6/10/2015 ¹	x	6/10/2015 ¹		
Kiwi Energy Inc.	x	3/16/2009	x	3/16/2009	x	3/16/2009	x	3/16/2009		
Liberty Power Corp.	x	9/5/2006	x	9/5/2006	x	9/5/2006	x	9/5/2006		
Liberty Power Delaware LLC	x	12/7/2006	x	12/7/2006	x	12/7/2006	x	12/7/2006		
Liberty Power Holdings LLC	x	12/7/2006	x	12/7/2006	x	12/7/2006	x	12/7/2006		

Light Power & Gas LLC	x	3/18/2013	x	3/18/2013	x	3/18/2013	x	3/18/2013		
	x	11/26/2007 ¹	x	11/26/2007 ¹						
Linde Energy Services, Inc.	x	6/8/2010 ²	x	6/8/2010 ²						
	x	8/6/2013 ¹	x	8/6/2013 ¹	x	8/6/2013 ¹	x	8/6/2013 ¹		
Lyonsdale Biomass, LLC	x	9/9/2014	x	9/9/2014						
	x	12/16/2003 ¹	x	12/16/2003 ¹			x	12/16/2003 ¹		
M & R Energy Resources Corp.	x	5/12/2006 ²	x	5/12/2006 ²	x	5/12/2006 ¹	x	5/12/2006 ²		
Main Care Energy, Inc.	x	3/12/2002	x	10/28/2002						
Major Energy Services	x	11/29/2005	x	11/29/2005	x	11/29/2005	x	11/29/2005		
Major Energy Electric Services, LLC	x	11/29/2005	x	11/29/2005	x	11/29/2005	x	11/29/2005		
Mansfield Power and Gas LLC	x	12/19/2013	x	12/19/2013	x	12/19/2013	x	12/19/2013		
Marathon Energy Corp	x	3/11/2011	x	3/11/2011	x	3/11/2011	x	3/11/2011		
Median Energy Corp.	x	6/27/2016	x	6/27/2016	x	6/27/2016	x	6/27/2016		
Metro Energy Group, LLC	x	2/9/2004	x	2/9/2004						
Mid American Energy Services LLC	x	3/2/2017	x	3/2/2017	x	3/2/2017	x	3/2/2017		
Mid American Natural Resources Inc.	x	11/1/2002	x	11/1/2002						
Mirabito Power & Gas, LLC f/k/a Mirabito Natural Gas	x	2/10/2011	x	2/10/2011	x	2/10/2011	x	2/10/2011		
MPower Energy LLC	x	2/9/2009	x	2/9/2009	x	2/9/2009	x	2/9/2009		
National Fuel Resources	x	2/27/2008 ²	x	2/27/2008 ²	x	2/27/2008 ²	x	2/27/2008 ²	x	2/27/2008 ²
National Gas & Electric, LLC	x	11/24/2015	x	11/24/2015	x	11/24/2015	x	11/24/2015		
New York Industrial Energy Buyers, LLC	x	11/16/2004	x	11/16/2004	x	12/30/2004	x	12/30/2004		
New York Municipal Energy Buyers, LLC	x	11/7/2005	x	11/7/2005	x	11/7/2005	x	11/7/2005		
New York State Office of General Services	x	2/13/2012	x	2/13/2012	x	2/13/2012	x	2/13/2012		
New Wave Energy Corporation	x	1/20/2011	x	1/20/2011	x	1/20/2011	x	1/20/2011		
Next Utility Energy, LLC d/b/a NextEnergy Services LLC	x	6/12/2013	x	6/12/2013	x	6/12/2013	x	6/12/2013		
Nextra Energy Services New York, LLC (formerly Gexa Energy LLC)	x	12/14/2004	x	12/14/2004	x	12/14/2004	x	12/14/2004		
NOCO Electric LLC	x	1/2/2007	x	1/2/2007	x	1/2/2007				
NOCO Natural Gas LLC	x	3/19/2007	x	3/19/2007	x	3/19/2007	x	3/19/2007	x	3/19/2007
Nordic Energy Services LLC	x	8/6/2013	x	8/6/2013	x	8/6/2013	x	8/6/2013		
North American Power	x	12/13/2010	x	12/13/2010	x	12/13/2010	x	12/13/2010		
NorthEastern Energy Corporation	x	6/4/2007	x	6/4/2007	x	6/4/2007	x	6/4/2007		
Entrust Energy East, Inc. f/k/a North Eastern States	x	10/30/2012	x	10/30/2012	x	10/30/2012	x	10/30/2012		
	x	9/26/2005 ¹	x	9/26/2005 ¹			x	9/26/2005 ¹		
North Energy LLC	x	8/15/2008 ²	x	8/15/2008 ²	x	8/15/2008 ²	x	8/15/2008 ²		
North Energy Power, LLC	x	6/22/2011	x	6/22/2011	x	6/22/2011	x	6/22/2011		
Oasis Power, LLC d/b/a Oasis Energy	x	6/11/2009	x	6/11/2009			x	6/11/2009		
Onondaga County	x	5/5/2016	x	5/5/2016	x	5/5/2016	x	5/5/2016		
Open Book Energy, LLC	x	6/9/2008	x	6/9/2008						
Palmco Energy NY, LLC	x	10/4/2010	x	10/4/2010	x	10/4/2010	x	10/4/2010		
Palmco Power NY, LLC	x	10/4/2010	x	10/4/2010	x	10/4/2010	x	10/4/2010		
Pay Less Energy LLC	x	2/13/2012	x	2/13/2012	x	2/13/2012	x	2/13/2012		
Phoenix Energy Group LLC	x	3/29/2011	x	3/29/2011			x	3/29/2011		
Planet Energy NY Corp	x	10/12/2010	x	10/12/2010	x	10/12/2010	x	10/12/2010		
Platinum Energy LLC	x	8/26/2013	x	8/26/2013	x	8/26/2013	x	8/26/2013		
Plymouth Rock Energy, LLC	x	6/21/2011 ²	x	6/21/2011 ²	x	6/21/2011 ²	x	6/21/2011 ²		
PPL EnergyPlus, LLC	x	12/31/2012	x	12/31/2012						
Premier Empire Energy LLC.	x	12/18/2013	x	12/18/2013	x	12/18/2013	x	12/18/2013		
	x	2/2/2010 ¹	x	2/2/2010 ¹			x	2/2/2010 ¹		
Pro-Energy, Inc.	x	12/23/2003	x	12/23/2003	x	5/27/2008	x	12/23/2003	x	5/27/2008
Public Power, LLC f/k/a Public Power & Utility of NY, Inc.	x	9/10/2008	x	9/10/2008	x	9/10/2008	x	9/10/2008		
Pure Energy, LLC	x	6/13/2017	x	6/13/2017	x	6/13/2017	x	6/13/2017		
Quantum Power Corp.	x	10/14/2016	x	10/14/2016	x	10/14/2016	x	10/14/2016		
Reliant Energy Northeast LLC d/b/a NRG Home and NRG Business	x	8/22/2011	x	8/22/2011	x	8/22/2011	x	8/22/2011		
Renaissance Power & Gas, Inc.	x	2/27/2012	x	2/27/2012	x	2/27/2012	x	2/27/2012		
Residents Energy LLC	x	2/8/2012	x	2/8/2012	x	2/8/2012	x	2/8/2012		
Respond Power	x	9/16/2008 ²	x	9/16/2008 ²	x	9/16/2008 ²	x	9/16/2008 ²		
Robison Energy	x	10/24/2002	x	10/24/2002	x	10/12/2010	x	2/3/2005		
Robison Energy (Commercial), LLC d/b/a Original Energy	x	7/27/2015	x	7/27/2015	x	7/27/2015	x	7/27/2015		
SBR Energy LLC	x	3/22/2010	x	3/22/2010	x	3/22/2010	x	3/22/2010		
Scaran Energy Services, Inc.	x	3/8/2004	x	3/8/2004	x	3/8/2004	x	3/8/2004		
Shell Energy NA	x	7/30/2008	x	7/30/2008	x	7/30/2008	x	7/30/2008		
SJ Energy Partners, Inc.	x	7/2/2009	x	7/2/2009	x	7/2/2009	x	7/2/2009		

SmartEnergy Holdings, LLC	x	6/6/2014	x	6/6/2014	x	6/6/2014	x	6/6/2014		
SmartestEnergy US LLC	x	8/12/2019	x	8/12/2019	x	8/12/2019	x	8/12/2019		
Smart One Energy LLC	x	6/22/2009	x	6/22/2009	x	6/22/2009	x	6/22/2009		
SouthStar Energy Services LLC dba New York Natural Gas	x	9/13/2010	x	9/13/2010	x	9/13/2010	x	9/13/2010		
South Bay Energy Corp.	x	7/8/2011	x	7/8/2011	x	7/8/2011	x	7/8/2011		
South Energy LLC	x	9/7/2018	x	9/7/2018	x	9/7/2018	x	9/7/2018		
Southern Energy Solution Group, LLC	x	11/5/2014	x	11/5/2014			x	11/5/2014		
Spark Energy Gas, LP	x	7/27/2007	x	7/27/2007	x	7/27/2007	x	7/27/2007		
Spark Energy LP	x	7/27/2007	x	7/27/2007	x	7/27/2007	x	7/27/2007		
Sperian Energy Corp	x	7/15/2013	x	7/15/2013	x	7/15/2013	x	7/15/2013		
	x	8/28/2003	x	8/28/2003						
Sprague Operating Resources	x	12/11/2007	x	12/11/2007						
Sprague Energy Solutions Inc.	x	4/16/2012	x	4/16/2012						
Stand Energy	x	6/5/2003	x	6/5/2003						
Starion Energy NY, Inc.	x	5/26/2010	x	5/26/2010	x	5/26/2010	x	5/26/2010		
Stream Energy New York, LLC	x	7/12/2012	x	7/12/2012	x	7/12/2012	x	7/12/2012		
Sunwave Gas & Power New York Inc.	x	1/16/2014	x	1/16/2014	x	1/16/2014	x	1/16/2014		
Engie Resources, LLC f/k/a GDF Suez Energy Resources	x	12/18/2002 ²	x	12/18/2002 ²	x	3/3/2004 ¹	x	3/3/2004 ¹		
Texas Retail Energy	x	4/12/2010								
Titan Gas LLC	x	8/7/2006	x	8/7/2006	x	8/7/2006	x	8/7/2006		
TransCanada Power Marketing Ltd.	x	10/22/2004	x	10/22/2004			x	10/22/2004		
Trident Retail Energy, LLC d/b/a Trident Power	x	7/7/2015	x	7/7/2015	x	7/7/2015	x	7/7/2015		
United Energy Supply Corp.	x	4/26/2011	x	4/26/2011	x	4/26/2011	x	4/26/2011		
University of Rochester	x	9/22/2003	x	9/22/2003						
	x	2/10/2004 ¹	x	2/10/2004 ¹	x	10/17/2006 ¹	x	2/10/2004 ¹		
U.S. Gas & Electric, Inc. d/b/a NY Gas & Electric	x	7/28/2008 ²	x	7/28/2008 ²	x	8/4/2008 ²	x	7/28/2008 ²		
	x	12/11/2003 ¹	x	12/11/2003 ¹			x	12/11/2003 ¹		
	x	6/23/2004 ²	x	6/23/2004 ²			x	6/23/2004 ²		
US Energy Partners, LLC	x	4/11/2006 ²	x	4/11/2006 ²	x	4/11/2006 ¹	x	4/11/2006 ²		
	x	3/7/2005 ¹	x	3/7/2005 ¹	x	3/7/2005 ¹	x	3/7/2005 ¹		
Utility Expense Reduction Energy Services, LLC	x	2/17/2012	x	2/17/2012	x	2/17/2012	x	2/17/2012		
Utility Expense Reduction LLC	x	5/25/2010	x	5/25/2010	x	5/25/2010	x	5/25/2010		
Verde Energy USA New York, LLC	x	10/24/2012	x	10/24/2012	x	10/24/2012	x	10/24/2012		
Vineyard Oil & Gas Company	x	7/10/2002	x	10/28/2002			x	7/8/2004		
Viridian Energy NY, LLC	x	4/20/2010	x	4/20/2010	x	1/20/2011	x	4/20/2010		
Viridian Energy PA, LLC	x	12/13/2011	x	12/13/2011	x	12/13/2011	x	12/13/2011		
Watchtower Bible and Tract Society of New York	x	5/5/2016	x	5/5/2016	x	5/5/2016	x	5/5/2016		
Windrose Power and Gas LLC	x	3/21/2016	x	3/21/2016	x	3/21/2016	x	3/21/2016		
XOOM Energy New York, LLC	x	4/24/2012	x	4/24/2012	x	4/24/2012	x	4/24/2012		
Zone One Energy, LLC.	x	8/11/2014	x	8/11/2014	x	8/11/2014	x	8/11/2014		

Notes:

1 - original certification date

2 - date of re-certification (where applicable)

Last Updated 9.19.2019

Exhibit P

Complaints Data

Redacted

Exhibit Q

Data/Security Breaches

Redacted

Exhibit R

Entity history (bankruptcy, dissolution, merger, acquisition)



Entity and Affiliates History

Please see below dissolution, merger, or acquisition activities in the last 24 months on behalf of Direct Energy.

2018:

1. On August 31, 2018 Vista Solar, Inc. was acquired by Centrica Business Solutions US, Inc.
2. On November 30, 2018 T. A. Kaiser Heating & Air, Inc. was acquired by Airtron, Inc.
3. On July 19, 2018 Victorville Energy Center, LLC was formed as a subsidiary of Centrica Business solutions US, Inc.
4. On August 16, 2018 CBS US Solar Fund 1, LLC was formed as a subsidiary of Centrica Business solutions US, Inc.
5. On November 30, 2018 Direct Energy RS Gas, Inc. (fka NJR Retail Services Company) merged into its parent Direct Energy Business Marketing, LLC.

2019:

1. On March 15, 2019 Centrica Business Solutions US, Inc. purchased South Energy Investments, LLC
2. On April 5, 2019 Centrica Business Solutions US, Inc. sold its subsidiary Victorville Energy Center, LLC to a third party.
3. On April 30, 2019 RSG Holding Corp. sold its home services business and related legal entities to a third party.
4. On July 1, 2019 Centrica Business Solutions US, Inc. purchased SmartWatt Energy, Inc.
5. On September 25, 2019 Clockwork Acquisition II, Inc. merged into its parent RSG Holding Corp.
6. On December 19, 2019 T. A. Kaiser Heating & Air, Inc. merged into its parent Airtron, Inc.
7. On December 30, 2019 Centrica Business Solutions US, Inc. entered into a joint venture, C2 Centrica MT, LLC, with a third party.

Exhibit S

Officer Certification