



Clear Choice Energy, LLC

In This time of Choice the Choice is Clear

100 Crossways Park Drive West – Suite 405, Woodbury N.Y. 11799 (516) 558-7966

October 4, 2016

Ms. Robin Taylor
NYS Department of Public Service
Office of Consumer Services – Retail Access Section
3 Empire State Plaza
Albany, NY 12223

Dear Ms. Taylor,

Attached is an updated Retail Access Application Form and application package for Clear Choice Energy, LLC in compliance with the Triennial Filing Reporting Requirement to maintain eligibility as an ESCO in New York State. Please review and issue an updated eligibility letter.

The contact information for Clear Choice Energy, LLC is as follows:

Contact: Karen Edelman
Address: Clear Choice Energy, LLC
100 Crossways Park Drive W – Suite 405
Woodbury, NY 11797
Phone: 516-558-7982
Fax: 516-706-2556
e-mail: kedelman@clearchoiceenergy.com

If you have any questions regarding this application, please do not hesitate to call me. Thank you.

Regards,

Karen Edelman
Member

APPLICATION CHECKLIST

NYS Department of Public Service Application

TRIENNIAL UPDATE FILING

Included

Form 00	Application Checklist		X
Form 00bae		<i>not used</i>	<i>n/a</i>
Form 01		<i>not used</i>	<i>n/a</i>
Form 02		<i>not used</i>	<i>n/a</i>
Form 03	Retail Access Application Form - RAAF		X
Form 04	NYS Filing Receipt and Other Entity Support Documentation		X
Form 04.a	NYS Corporate Search Entity Information Documentation		X
Form 05.1G.R	Gas Firm Contract - Residential		X
Form 05.2E.R	Electric Sales Agreement - Residential		<i>n/a</i>
Form 05.3G.NR	Gas Firm Contract - NONResidential		X
Form 05.4E.NR	Electric Sales Agreement - NONResidential		<i>n/a</i>
Form 06	Sample Identification Card		X
Form 06.a	List of Marketing Contractors and Sub-Contractors		X
Form 07	Quality Assurance Training Program		X
Form 07.a	Environmental Disclosure Program Attestation for Electric Service Provider		<i>n/a</i>
Form 08	Assignment Notice		X
Form 09	Discontinuance of Service		X
Form 10	Final Suspension Notice		X
Form 11	Notification to Social Services		X
Form 12	Final Termination Notice		X
Form 13	Final Termination Procedures		X
Form 14	Final Termination Letter		X
Form 15	Transfer of 5000 or More Customers		X
Form 16	Historical Data Consent		X
Form 16a	Historical Info Request Procedures		X
Form 17	Asset Evaluation Form		X
Form 18a	Sample Budget Billing Invoice		X
Form 18b	Sample Budget Billing Invoice - Dual Bill		X
Form 19	Residential Deferred Payment Agreement		X
Form 19.a	Reminder Notice Subsequent to DPA		X
Form 20	Budget Billing Plan		X
Form 21	Quarterly Billing Option		X
Form 22	HEFPA Narrative Description		X
Form 23	Slamming and Cramming Disclosure		X
Form 24.1G.RPM	Gas Firm Contract - Power Move - Residential		X
Form 24.2E.RPM	Electric Sales Agreement - Power Move - Residential		<i>n/a</i>
Form 24.3G.NRPM	Gas Firm Contract - Power Move - NONResidential		X
Form 24.4E.NRPM	Electric Sales Agreement - Power Move - NONResidential		<i>n/a</i>
Form 25	OCS Service Provider Contact Information Form		X
Form 26	ESCO DMM Information Update Form		X
Form 27	<i>NY EDI - Phase I Testing - EM Application (sent to J. D'Aloia)</i>		<i>n/a</i>



ENERGY SERVICE COMPANY (ESCO)
RETAIL ACCESS APPLICATION FORM

1. Business Information

Business Name: Clear Choice Energy, LLC

Address: 100 Crossways Park Drive W - Suite 405

City: Woodbury

State: NY

Zip: 11797

Telephone: 516-558-7982

Fax: 516-706-2556

If you intend to market your services under a DBA list name(s) here:
(Copy of your certificate of assumed name is required)

Do you currently have any energy affiliates (including subsidiaries) located or
operating within New York State?

Yes

No

If yes, provide the contact information for any entity with an ownership interest of 10
percent or more in the company listed above:

Business Name:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

During the previous 36 months, have any criminal or regulatory sanctions been imposed for any senior officer of the ESCO applicant, its subsidiaries or its energy affiliates listed above?

Yes No

If yes, provide the following information:

Name:

Title:

Name:

Title:

2. Contact Information

Executive Contact

Name and Title: Karen Edelman, Member

Address: 998 Old Country Road, STE C PMB 211

City: Plainview State: NY Zip: 11803

Telephone: 516-558-7982 Fax: 516-706-2556

Email Address: kedelman@clearchoiceenergy.com

Regulatory Contact

Name and Title: Karen Edelman, Member

Address: 998 Old Country Road, STE C PMB 211

City: Plainview State: NY Zip: 11803

Telephone: 516-558-7982 Fax: 516-706-2556

Email Address: kedelman@clearchoiceenergy.com

Marketing Contact

Name and Title: Karen Edelman, Member

Address: 998 Old Country Road, STE C PMB 211

City: Plainview

State: NY Zip: 11803

Telephone: 516-558-7982

Fax: 516-706-2556

Email Address: kedelman@clearchoiceenergy.com

Power to Choose Website Information

Website Address: www.clearchoiceenergy.com

Customer Service Email Address: kedelman@clearchoiceenergy.com

Toll Free Number: 855-558-0005

Vendor Contact (e.g. EDI Vendor)

Vendor Name: Big Apple Energy, LLC

Address: 100 Crossways Park Drive W - Suite 405

City: Woodbury

State: NY

Zip: 11797

Contact Name: Victor Ferreira

Telephone: 516-558-7966

Fax: 516-706-2556

Email Address: vferreira@bigappleenergy.com

3. Additional Requirements

(Required for New ESCO Applications and Triennial Filings)

- 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);
- Comprehensive copy of your standard sales agreement(s), including presentation of the customer disclosure statement;
- Marketing representative ID badge;
- Marketing standards quality assurance plan;
- Sample forms of notices for assignment, discontinuance and transfer of 5000 or more customers to other providers;
- Sample(s) of your billing format(s);
- Procedures you will use to obtain customer's authorization for historic usage and credit information;
- Copies of information and promotional materials used for mass marketing purposes;
- HEFPA documents, if providing energy supply to residential customers;
- Internal procedures for the prevention of slamming or cramming;
- A list of entities, including contracts and sub-contractors, that will market on behalf of your ESCO;
- Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;
- NYS DPS Office of Consumer Services Service Provider Form.
- Letter from a utility that you have successfully completed EDI Phase I Testing.

4. Identify the Types and Locations of Markets

Place an “√” in the applicable cells of the table to below to 1) designate the individual utility retail access programs in which you participate, or intend to participate, and the customer market(s) in each program you serve, or intend to serve; 2) indicate the commodities you offer, or intend to offer, in each service territory, and 3) indicate the billing options you offer, or intend to offer, in each territory.

Utility	Customer Markets		Commodity		Billing Options		
	Res	Non Res	Nat Gas	Electric	Utility Rate Ready	Utility Bill Ready	Single Retailer
Central Hudson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a
Con Edison	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a
Corning Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a
LIPA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>	n/a	n/a	n/a
National Grid (Downstate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input checked="" type="checkbox"/>	n/a
National Grid (Upstate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a
National Fuel Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a	<input type="checkbox"/>
NYSEG	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a
Orange & Rockland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a
Rochester Gas & Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a
St. Lawrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a

The designation “N/A” indicates that either a commodity or billing option is not available in a specific service territory. Note that dual billing capability is required for all ESCOs and utilities.

5. Signature

The person signing this application attests to the following: that she or he 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:  Print Name: Karen Edelman

Title: Member

Date: 10/3/2016

Company Name: Clear Choice Energy, LLC

FILING RECEIPT

=====

ENTITY NAME: CLEAR CHOICE ENERGY, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: SUFF

SERVICE COMPANY: BLUMBERG/EXCELSIOR CORPORATE SERVICES

SERVICE CODE: 39 *

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FILED:08/06/2004 DURATION:***** CASH#:040806000656 FILM #:040806000640

ADDRESS FOR PROCESS

EXIST DATE

THE LLC
637 VERONA DRIVE
MELVILLE, NY 11747

08/06/2004

REGISTERED AGENT

=====				
FILER	FEES	225.00	PAYMENTS	225.00
-----	----		-----	
	FILING	200.00	CASH	0.00
BLUMBERGEXCELSIOR CORPORATE	TAX	0.00	CHECK	0.00
SERVICES, INC.	CERT	0.00	CHARGE	0.00
52 SOUTH PEARL ST 2ND FL	COPIES	0.00	DRAWDOWN	225.00
ALBANY, NY 12207	HANDLING	25.00	BILLED	0.00
			REFUND	0.00

=====				

DOS-1025 (11/89)

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through October 4, 2016.

Selected Entity Name: CLEAR CHOICE ENERGY, LLC

Selected Entity Status Information

Current Entity Name: CLEAR CHOICE ENERGY, LLC

DOS ID #: 3087775

Initial DOS Filing Date: AUGUST 06, 2004

County: SUFFOLK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

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

CLEAR CHOICE ENERGY, LLC

36 CEDAR STREET

SYOSSET, NEW YORK, 11791

Registered Agent

NONE

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
AUG 06, 2004	Actual	CLEAR CHOICE ENERGY, 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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CLEAR CHOICE ENERGY, LLC
998 OLD COUNTRY ROAD, STE C PMB 211
SYOSSET, NY 11791

Telephone: 516-558-7982
Fax: 516-706-2556

NATURAL GAS SALES AGREEMENT
Residential Service - New York

Customer: _____
 Address: _____
 City: _____ State _____ Zip: _____
 Telephone _____ Fax _____ Email _____
 LDC Account Data: LDC Name: _____ Account Name: _____
 Service Address: _____
 LDC Account #: _____ Service/Rate Class: _____
 Term: From Utility Enrollment Date of _____ to _____.

Contract Price:
 ___ 1) Fixed Rate of \$ _____ per dth at the burnertip.
 ___ 2) Monthly NYMEX settlement price plus \$ _____ per dth at the burnertip.
 ___ 3) Clear Choice Energy weighted cost of gas plus \$ _____ per dth at the burnertip.

RESIDENTIAL CUSTOMER DISCLOSURE STATEMENT

Price	Fixed Rate of \$ _____ per therm. Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees.
Agreement Term	Unless otherwise noted, the term of this agreement shall be for an initial period of _____ mos./year.
Process customer may use to rescind the agreement without penalty	Residential customer may rescind by calling toll free number within 3 business days of receipt of the sales agreement or by sending 30 days' written notice prior to the expiration of the contract with no termination fee..
Amount of Early Termination Fee and method of calculation	No early termination fee for variable service. If fixed service, termination fee not to exceed (a) one hundred dollars for any contract with a remaining term of less than twelve months; (b) two hundred dollars for any contract with a remaining term of twelve months or more.
Late payment fee and calculation	Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Said fee shall be calculated by multiplying the Customers' outstanding balance by the number of days such balance remains unpaid.
Renewal	Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at the same terms unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (the "Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement.
Guaranteed Savings	This agreement offers no guaranteed savings.

AGREEMENT TO SELL AND PURCHASE ENERGY - This is an Agreement between Clear Choice Energy, LLC ("Clear Choice Energy" or Seller) and the undersigned customer ("Customer") under which Customer shall initiate natural gas service and begin enrollment with Clear Choice Energy (the "Agreement"). Subject to the terms and conditions of this Agreement, Clear Choice Energy agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Clear Choice Energy, necessary to meet Customer's requirements based upon consumption data obtained by Clear Choice Energy or the delivery schedule of the Local Distribution Company (the "LDC"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Clear Choice Energy or the LDC's delivery schedule. The LDC will continue to deliver the gas supplied by Clear Choice Energy.

TERM - This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to Clear Choice Energy is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term"). Upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis at the same terms, unless Clear Choice Energy sends Customer written notice of proposed changes to such terms in advance of the renewal date (the "Renewal Term"). Any such written notice will be sent at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. If you wish to reject the renewal 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 Renewal Term to cancel by calling us at 516-558-7952. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call Clear Choice Energy at 1-855-558-0005 or call their delivery company to terminate the agreement. Clear Choice Energy may terminate this Agreement by providing 30 days' written notice to the Customer.

PRICE – The price for all natural gas sold under this Agreement shall include and be subject to all applicable taxes. Clear Choice Energy will invoice Customer monthly for natural gas delivered under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. If Customer fails to pay each invoice in full within 20 days of the invoice date, then, in addition to any other remedies that it may have, Clear Choice Energy may terminate this Agreement upon 15 days written notice to Customer. For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year by ten percent or more ("Base Load"), the Customer, at Clear Choice Energy's option, may be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more of the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs or balancing costs.

BILLING - Customer may receive a single bill for both commodity and delivery costs from either Clear Choice Energy or the LDC, or each of the LDC and Clear Choice Energy may invoice Customer separately. Failure to make full payment of Clear Choice Energy charges due on any consolidated bill prepared by the LDC for Clear Choice Energy will be grounds for disconnection of utility services and commodity service in accordance with NYPSC rules and regulations on the termination of service. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). A **\$35** fee will be charged for all returned payments.

SERVICE – Clear Choice Energy will establish a natural gas transportation program for Customer with its LDC in accordance with the LDC's procedures. This may require Customer to enter into a transportation agreement under LDC's transportation service agreement. If requested, Clear Choice Energy will arrange for transportation of natural gas on Customer's behalf from the transfer point(s) to the respective LDC's City Gate. Customer authorizes Clear Choice Energy to act as Customer's designated agent for the arrangement for delivery and transportation of natural gas from transfer point(s) to the respective LDC's City Gate. Clear Choice Energy will act on Customer's behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing. Clear Choice Energy will supply Customer's full requirements for natural gas at all facilities listed in this Agreement on a firm basis, and will be responsible for any penalties imposed by the LDC for failure to deliver. Customer agrees to purchase all its natural gas requirements from Clear Choice Energy on a firm basis.

DELIVERY POINT, TITLE AND TAXES – Clear Choice Energy will deliver Customer's natural gas supply to the transfer point where gas first enters the interstate pipeline. Title to, and risk of loss of the natural gas will pass from Clear Choice Energy to Customer at the transfer point(s). Clear Choice Energy warrants good title to the natural gas sold and delivered to Customer. If Customer requests, Clear Choice Energy will act as Customer's agent and arrange transportation of natural gas from transfer point(s) to the respective LDC's City Gate. Customer will be liable for and pay all taxes or surcharges, which are imposed with respect to the sale of natural gas. If Customer is exempt from such taxes, Customer is responsible for identifying and requesting any exemption from the collection of the taxes by filing appropriate documentation with Clear Choice Energy.

CONSUMER PROTECTION - The services provided by Clear Choice Energy to Customer are governed by the terms and conditions of this Agreement and HEFPA. Clear Choice Energy will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Clear Choice Energy at 516-558-7982 or 1-855-558-0005 or the DPS at 1-888-697-7728, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at www.dps.state.ny.us.

CANCELLATION - Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take up to 10 weeks for Customer to return to the LDC for commodity supply service, and Customer is liable for all Clear Choice Energy charges until Customer's switch to the LDC or another supplier is effective. A final bill will be rendered

within 45 days after the final scheduled meter reading by the LDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be trued-up when the final meter reading is provided.

WARRANTY- This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Clear Choice Energy. Clear Choice Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Clear Choice Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

FORCE MAJEURE – In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's LDC or Clear Choice Energy's transportation capacity, or Customer's LDC appropriation of natural gas, etc, the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

LIABILITY - The remedy in any claim or suit by Customer against Clear Choice Energy will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Clear Choice Energy or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

MEASUREMENT - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the LDC.

DISPUTE RESOLUTION - In the event of a billing dispute or a disagreement involving Clear Choice Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Clear Choice Energy by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") by calling the DPS at 1.800.342.3377 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: www.dps.state.ny.us. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

ASSIGNMENT- Customer may not assign its interests in and obligations under this Agreement without the express written consent of Clear Choice Energy. Clear Choice Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

REGULATORY CHANGES - This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation or pricing structure whereby Clear Choice Energy is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Clear Choice Energy shall have the right to cancel this Agreement on 15 days notice to Customer.

INFORMATION RELEASE AUTHORIZATION - Customer authorizes Clear Choice Energy to obtain and review information regarding the Customer's credit history from credit reporting agencies, and the following information from the LDC: consumption history, billing determinant, credit information, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL 32 (3); and information pertaining to PSL 33, tax status and eligibility for economic development or other incentives. This information may be used by Clear Choice Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to Clear Choice Energy. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Clear Choice Energy or calling Clear Choice Energy at 1-855-558-0005. Clear Choice Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

CLEAR CHOICE ENERGY-DPS CONTACT INFORMATION - Customer may contact Clear Choice Energy's Service Contact Center at 516-558-7982 or 1-855-558-0005, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Clear Choice Energy at: Clear Choice Energy, LLC, 998 Old Country Road, STE C

PMB 211, Syosset, NY 11791. You may also contact the DPS for inquiries regarding the competitive retail energy market at 1-888-697-7728.

Emergency Service. Emergency Service Contacts. In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

Central Hudson Gas & Electric	1-800-527-2714	Rochester Gas & Electric	1-800-743-1702
Orange & Rockland Electric	1-877-434-4100	Orange & Rockland Gas	1-800-533-5325
National Grid	1-800-892-2345	National Fuel Gas	1-800-444-3130
Consolidated Edison	1-800-752-6633	NYSEG	1-800-572-1121

CHOICE OF LAWS - Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

PARTIES BOUND - This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

CONFIDENTIALITY- Customer agrees that for so long as this Agreement remains in effect and for a period of 2 years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Clear Choice Energy.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

Customer's Authorized Representative

Name_____

Signature_____

Date_____

Clear Choice Energy's Authorized Representative

Name_____

Signature_____

Date_____

Natural Gas Sales Agreement – Firm Service - NONResidential

Seller: Clear Choice Energy, LLC
 998 Old Country Road, STE C PMB 211
 Syosset, NY 11791
 Tel: 516-558-7982 Fax: 516-706-2556

Buyer: _____ **SS# or Tax ID #:** _____

Address: _____ **Date:** _____

Contact: _____ **Telephone:** _____

Account #: _____ **Utility (LDC):** _____

Term of Contract: **From:** _____ **To:** _____
 Or the one-year period commencing with the month of initial sales

Contract Type (Circle One)	Fixed Price Based on Current NYMEX Forward Pricing	Variable Price Based on ESCO City Gate Supply Costs
Price	Fixed Rate of \$_____per therm. Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees.	Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees.
Length of Agreement	Fixed Based on Length of Fixed Price Contract Shown Above	Variable Month-to-Month
Rescission Policy	Customer may cancel contract within three business days of signing of contract by notifying ESCO	
Amount of Early Termination Fee and method of calculation	Fixed If fixed service, termination fee not to exceed (a) one hundred dollars for any contract with a remaining term of less than twelve months; (b) two hundred dollars for any contract with a remaining term of twelve months or more.	Variable No early termination fee for variable service.
Late Payment Fee	Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month.	
Contract Renewal	Fixed After the expiration of the initial contract term, the contract will renew on a month-to-month basis unless terminated by either party.	Variable Contract renews on a month-to-month basis.
Utility Price Matching	ESCO does not offer Utility Price Matching or guarantee savings.	

Contract Price is based on current market conditions and set on receipt of an executed Agreement. No modification of price will be made without prior oral consent of BUYER.

BUYER agrees to purchase from SELLER at the above price, all of the natural gas requirements for the accounts listed above. SELLER will deliver a quantity that is necessary to meet BUYER'S City Gate requirements based on the consumption information that SELLER receives from BUYER'S local distribution company (LDC).

The City Gate is defined as the boundary of the LDC's territory. The delivery point will be the City Gate station(s) of BUYER'S LDC(s). The sales point (where you receive title) will be a point outside of New York State.

SELLER will aggregate BUYER'S natural gas supply requirements with SELLER's natural gas supply portfolio. BUYER agrees to designate SELLER to act as BUYER'S agent in administering contracts with the LDC and to arrange for the transportation of BUYER'S gas from the sales point to the delivery point.

Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Clear Choice Energy, LLC
SELLER

For: _____
BUYER'S NAME

By: _____
SIGNATURE

By: _____
BUYER'S SIGNATURE

TITLE

TITLE

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent one-year periods (Subsequent Term), unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (the "Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement. SELLER reserves the right to adjust the Contract Price for subsequent contract terms.

Payment: SELLER will bill BUYER for gas delivered to the LDC City Gate according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: You may obtain additional information by contacting SELLER at 516-558-7982 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at <http://www.dps.state.ny.us>.

Title: BUYER and SELLER agree that title and risk of loss of the gas sold under this Agreement will transfer from SELLER to BUYER at the sales point(s).

Transportation: SELLER agrees to transport gas to the sales point(s). SELLER will arrange for transportation from the sales point(s) to the delivery point(s) as BUYER'S agent. BUYER will receive a separate bill from BUYER'S LDC for transporting gas from the delivery point(s) to BUYER'S meter(s).

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: Con Edison (800) 752-6633; Orange and Rockland at (877) 434-4100; KeySpan (718) 643-4050 (NYC) and 1 (800) 490-0045 (Long Island); Niagara Mohawk at (800) 892-2345; Central Hudson at (800) 527-2714; RG&E at (800) 743-1701; NYSEG at (800) 527-2714; National Fuel at (800) 444-3130.

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute.

For Non Residential customers, the Department of Public Service will not resolve their disputes. The DPS will monitor complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending. The alternative energy provider line for inquiries is 1-888-697-7728; and complaints is 1-800-342-3377.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

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

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

Assignment: BUYER may not assign this contract without SELLER's consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New York State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

Clear Choice Energy, LLC

998 Old Country Road, STE C PMB 211
Syosset, NY 11791

(516) 558-7982



Victor Ferreira - Energy Sales

CLEAR CHOICE ENERGY, LLC

Triennial Application Affirmations

MARKETING MATERIALS DISCLOSURE:

- Clear Choice Energy, LLC does not currently use any mass marketing or promotional materials.

MARKETING VENDORS DISCLOSURE:

- Clear Choice Energy, LLC does not currently use any contractors, sub-contractors or other entities for marketing activities on behalf of ESCO.

Clear Choice Energy, LLC

Marketing Training

and

Quality Assurance Program

Dated: October 1, 2016

Clear Choice Energy, LLC Marketing Training and Quality Assurance Program

I. Introduction

The goal of **Clear Choice Energy, LLC** is to empower customers with the ability to make informed choices regarding the energy products and services offered by **Clear Choice Energy, LLC** in the evolving competitive retail energy market. To achieve this goal it is necessary for customers during the marketing process and in their interactions with **Clear Choice Energy, LLC** and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

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

The Program will be implemented under the supervision of the President and/or the Director of Sales and Marketing.

II. Training of Employee Representatives

- A. All individuals hired by **Clear Choice Energy, LLC** to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:

1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the **Clear Choice Energy, LLC** and the local distribution utility (“LDU”).
 2. Knowledge of the relevant sections of the New York Uniform Business Practices (“UBP”), with particular emphasis on Sections 10 and Attachments 1-3 of Section 5;
 3. Knowledge of other applicable laws, rules and regulations;
 4. Information concerning the products and services offered by **Clear Choice Energy, LLC**, including details of **Clear Choice Energy, LLC**’s rates, payment options, agreement terms, and the customers’ right to cancel, including the applicability of any early termination fee;
 5. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertain to residential customers; and
 6. The requirement to provide the customer with a toll-free number from which the customer may obtain information about **Clear Choice Energy, LLC**’s mechanisms for handling billing questions, disputes, and complaints.
 7. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
1. The representative should never make false or misleading representations including misrepresenting rates or savings offered by **Clear Choice Energy, LLC**.

2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of **Clear Choice Energy, LLC**.
3. The representative shall provide each prospective residential customer or customer that is marketed to via door to door marketing, with a copy of the ESCO Consumers Bill of Rights, before the marketer makes his or her sales presentation.
4. In the case of in-person marketing, display the **Clear Choice Energy, LLC** photo-ID.
5. The representative should never represent that the **Clear Choice Energy, LLC** marketing representative is an employee or representative or acting on behalf of a distribution utility.
6. The representative should always cover the subjects listed in the Customer Disclosure Statement.
7. The representative must adhere to the standards applicable to each type of marketing approach.

Clear Choice Energy, LLC will emphasize that all representatives are obligated to comply with the information and standards provided during the Program and failure to so comply is grounds for immediate termination of employment.

The training will consist of written texts provided to the employee representative as well as classroom instructions provided initially to new employee representative and two sessions per year to all employee representatives.

III. Quality Assurance Program

Clear Choice Energy, LLC will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with **Clear Choice Energy, LLC's** best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

A. In-House Telemarketing

1. **Clear Choice Energy, LLC** will design and review the marketing script to be used for all sales solicitations.
2. All telemarketing will comply with applicable Do-Not-Call laws and regulations.
3. The solicitation will be designed to comply with the provisions of UBP Section 5, Attachment 1 A-D and Section 10, ESCO Consumer Bill of Rights.
4. The representative will be provided with current accurate data concerning the products and services offered by **Clear Choice Energy, LLC**.
5. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
6. **Clear Choice Energy, LLC** will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third party verification companies hired by **Clear Choice Energy, LLC** or an automated voice verification system owned and operated by **Clear Choice Energy, LLC**. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm to the customer's intent to either initiate and enroll supply service with **Clear Choice Energy, LLC** or to continue or modify the service they receive from **Clear Choice Energy, LLC**.
7. **Clear Choice Energy, LLC** will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Clear Choice Energy, LLC** will work with the representative to address any identified deficiency. **Clear Choice Energy, LLC** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Clear Choice Energy, LLC's** quality control standards.
8. Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by **Clear Choice Energy, LLC** as required under the UBP, using Sales Agreement forms that have been previously reviewed by **Clear Choice Energy, LLC** counsel and submitted to the NYS Department of Public Service (Department).

9. **Clear Choice Energy, LLC** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

B. Electronic and Internet Marketing

1. The website solicitation and materials will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Clear Choice Energy, LLC** or to continue or modify the service they receive from **Clear Choice Energy, LLC**.
2. The ESCO Consumer Bill of Rights should be provided as a non-avoidable screen which residential customer must affirmatively click to verify they have seen the document prior to enrollment.
3. The website will incorporate the matters listed in the Customer Disclosure Statement.
4. The website will include the latest product offers available from **Clear Choice Energy, LLC**.
5. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A-E, as amended and Section 10.
6. Within 3 business days of final agreement to initiate service, **Clear Choice Energy, LLC** will send an electronic confirmation notice to the customer at the customer's e-mail address.
7. **Clear Choice Energy, LLC** will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

C. Door-to-Door Marketing (DTD)

1. This applies to DTD sales as codified in Section 426 of the NYS Personal Property Law, and are generally defined to mean a sale, lease or rental of consumer goods or services in which the seller or his

representative personally solicits the sale, including those in response to or following an invitation by the buyer, and the buyer's agreement or offer to purchase is made at a place other than the place of business of the seller.

2. All DTD sales representatives will, to the maximum possible extent, be retained as employees of **Clear Choice Energy, LLC** and will be primarily compensated by salary rather than on a commission basis.
3. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of UBP Section 10.C.1.
4. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the **Clear Choice Energy, LLC** photo-ID; provide a copy of the ESCO Consumer Bill of Rights; the salesperson shall inform the customer that he/she represents **Clear Choice Energy, LLC**, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding **Clear Choice Energy, LLC's** products and services immediately upon request which shall include **Clear Choice Energy, LLC's** name and telephone number for inquires, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.
5. The sales person will also be instructed regarding the provisions of Section 426-431 of the NYS Personal Property Law.
6. All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the UBP, including Sections 5, Attachment 3 A-B and Section 10: and Sections 426-431 of the NYS Real Property Law.
7. A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with **Clear Choice Energy, LLC's** standards.

The salesperson will be informed of any deficiencies and the corrective action (s) to be taken.

8. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
9. All representatives must perform verifications through either third party verification companies hired by **Clear Choice Energy, LLC** or an automated voice verification system owned and operated by **Clear Choice Energy, LLC**. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with **Clear Choice Energy, LLC** or continue or modify the service they receive from **Clear Choice Energy, LLC**. **Clear Choice Energy, LLC** will design and review the script used for such DTD verification.
10. **Clear Choice Energy, LLC** will on a random and regular basis conduct in-field reviews of the DTD solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Clear Choice Energy, LLC** will work with the representative to address any identified deficiency. **Clear Choice Energy, LLC** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Clear Choice Energy, LLC's** quality control standards.
11. **Clear Choice Energy, LLC** will on a random and regular basis review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Clear Choice Energy, LLC** will work with the representative to address any identified deficiency. **Clear Choice Energy, LLC** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Clear Choice Energy, LLC's** quality control standards.
12. **Clear Choice Energy, LLC** will design and review the marketing script and verifications to be used for all DTD sales solicitations.
13. **Clear Choice Energy, LLC** will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with **Clear Choice Energy, LLC**.

14. The DTD salesperson shall be required to wear a shirt and/or jacket provided by **Clear Choice Energy, LLC** that contains the **Clear Choice Energy, LLC** logo and otherwise dress in a neat and presentable manner.
15. The DTD salesperson shall be required to wear in a conspicuous location the **Clear Choice Energy, LLC** photo-ID.

D. In Person Marketing (other than DTD)

1. **Clear Choice Energy, LLC** will design and review the marketing script to be used for all sales solicitations.
2. The representative will be provided with current accurate data concerning the products and services offered by **Clear Choice Energy, LLC**.
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. **Clear Choice Energy, LLC** will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. **Clear Choice Energy, LLC** will work with the representative to address any identified deficiency. **Clear Choice Energy, LLC** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Clear Choice Energy, LLC's** quality control standards.
5. Copies of all Sales Agreements will be provided to each customer that is enrolled by **Clear Choice Energy, LLC** as required under the UBP, using Sales Agreement form that have been previously reviewed by **Clear Choice Energy, LLC** counsel and submitted to the Department, that are designed to comply with UBP Section 5, Attachment 3 A-B.
6. **Clear Choice Energy, LLC** will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

7. The salesperson shall be required to wear in a conspicuous location the **Clear Choice Energy, LLC** photo-ID.
8. The training of the salespersons will, in addition to covering the items listed in Section II above, will also emphasize the provisions of UBP Section 10.C.1.

E. Direct Mail Marketing

1. **Clear Choice Energy, LLC** will review and prepare all materials used in a direct mail solicitation.
2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement.
3. **Clear Choice Energy, LLC** will employ direct mail solicitations that are consistent with the UBP and applicable law.

F. External Marketing

This section outlines the procedures applied by **Clear Choice Energy, LLC** where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of **Clear Choice Energy, LLC**.

1. **Clear Choice Energy, LLC** will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of **Clear Choice Energy, LLC**.
2. **Clear Choice Energy, LLC** will require the provision of at least two references.
3. **Clear Choice Energy, LLC** will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. **Clear Choice Energy, LLC** will provide the vendor **Clear Choice Energy, LLC's** written training materials.
5. **Clear Choice Energy, LLC** will prepare all sales and verification scripts used by the vendor.

6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by **Clear Choice Energy, LLC**.
7. Vendors retained by **Clear Choice Energy, LLC** must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
8. **Clear Choice Energy, LLC** will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

IV. Dispute Resolution Process

Clear Choice Energy, LLC will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.

1. When **Clear Choice Energy, LLC** receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.
2. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a Supervisor, who will review the matter and respond to the customer within five (5) business days.
3. Upon receipt of a complaint forwarded by the Commission or other governmental agency, **Clear Choice Energy, LLC** will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.
4. **Clear Choice Energy, LLC** will cooperate with the Department and the Commission regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
5. In the event of any dispute involving a sales agreement and/or authorization, **Clear Choice Energy, LLC** will provide a copy of the customer's acceptance of the sales agreement and/or authorization for

release of information or provide on-line access to the acceptance and/or authorization within five (5) calendar days after a request from the Department.

V. Document Retention

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

VI. Modification

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

Dear Customer,

Effective ___/___/20___, Clear Choice Energy, LLC will be assigning your electric and/or gas supply Sales Agreement to another supplier:

New ESCO
123 Main Street
City, State Zip
Phone Number

Prices, terms and conditions of service will remain unaffected until the term of your agreement runs out.

You may choose another supplier of your choice. If you want to choose another supplier other than ___New ESCO___ for your electric and/or gas supply, you must contact your local distribution utility company by ___/___/20___ to ensure proper and timely service from your new supplier.

Thank you for giving us the opportunity to serve you.

Sincerely,

Clear Choice Energy, LLC

CLEAR CHOICE ENERGY, LLC
998 OLD COUNTRY ROAD, STE C PMB 211
SYOSSET, NY 11791
516-558-7982

DISCONTINUANCE OF SERVICE

Date: ___/___/20 ___

Dear Clear Choice Energy, LLC Customer:

Effective at the end of this month but no sooner than fifteen (15) days from the date of this letter, Clear Choice Energy, LLC will be discontinuing as your supplier of natural gas and you will be switched back to _____[LDC]_____ for your natural gas supply. You will be receiving a bill for service through the end of the month from Clear Choice Energy, LLC. All charges including past due balances are due any payable under the terms of the Sales Agreement you signed on ___/___/20 ___.

Your service is being discontinued as a result of _____.
If you have any questions regarding this information, please do not hesitate to call us at 516-558-7982

Sincerely,

Clear Choice Energy, LLC

FINAL SUSPENSION NOTICE

DATE: _____

CLEAR CHOICE ENERGY, LLC
998 OLD COUNTRY ROAD, STE C PMB 211
SYOSSET, NY 11791
516-558-7982

Customer Name
Address
City, State, Zip
Account#

Dear (customer name):

YOUR ELECTRIC SERVICE IS SUBJECT TO SUSPENSION **after** ___/___/20 ___.

To avoid suspension please remit \$_____ by ___/___/20 ___. If your service is suspended you must pay \$_____ to resume service.

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

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

PLEASE REMIT \$_____ BY ___/___/20 ___ TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.

Sincerely,

Clear Choice Energy, LLC
Credit and Collections

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

CLEAR CHOICE ENERGY, LLC
998 OLD COUNTRY ROAD, STE C PMB 211
SYOSSET, NY 11791
516-558-7982

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

Customer has been sent a final notice of termination. If the total payment due of
\$_____ is not paid by ___/___/20___, termination of service may occur anytime
after ___/___/20___.

CLEAR CHOICE ENERGY, LLC
998 OLD COUNTRY ROAD, STE C PMB 211
SYOSSET, NY 11791
516-558-7982

Acct Number:
Name:
Address:

TOTAL AMOUNT DUE: \$ _____.

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

Your gas commodity service is scheduled to be shut off on or after ___/___/20___ because as of ___/___/20___ you have not paid the amount required and/or kept your payment agreement with us. Your payment agreement is now cancelled and the total amount stated above is due in full by ___/___/20___. However, you may renew your payments agreement, **BUT YOU MUST CONTACT US** and pay by ___/___/20___.

You may be able to obtain assistance from your local Department of Social Services. For further information, contact the Suffolk County office. Generally before Social Services will provide assistance you must file a financial statement with us showing assets, income and expenses to evaluate whether you are entitled to a new payment agreement.

If payment is made by a check that is subsequently dishonored, we may shut off your service immediately without any further assistance.

Suspension of delivery service may occur with termination of commodity service if your overdue payment is not received. If service is terminated, you will be required to pay a reconnection charge. The reconnection charge before 4:00 PM is \$_____. plus applicable tax and after 4:00 PM, on Saturday, Sunday or holidays, is \$_____. plus applicable taxes.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (516) 558-7982. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled; live in a multiple or a two-family-dwelling.

We have procedures for handling complaints. In addition, you have other protections under the Home Energy Fair Practices Act (HEFPA). A summary of you HEFPA protections appears on the second page of this notice.

SUMMARY OF YOUR RIGHTS AND RESPONSIBILITIES

Service Termination:

Your service will not be turned off before the scheduled disconnection date. We also cannot disconnect on Fridays, Saturdays, Sundays, holidays, the day before a holiday, during evening hours, or during a two-week period around Christmas and New Years.

Restoring Service:

If your service is turned off, we will turn it back on if you pay the overdue bills or sign an installment payment agreement. You may later have to pay a deposit or reconnection fee, or both. However, you would be entitled to a payment plan for these also.

Payment Plans:

If you can't pay the amount you owe in full, please contact us so we can try to work out an installment payment agreement you can afford. You may also wish to consider our level payment plan, which evens out monthly payments throughout the year. If you wish, you can go on the plan when you sign the payment agreement.

Billing Disputes:

If you believe your bill is wrong, please contact us. Your service will not be turned off while we are investigating your bills as long as you pay the amount not in dispute. If you disagree with our explanation, you may ask the NYS Public Service Commission (PSC) to review your billing dispute by calling 1-800-342-3377.

Emergency Hotline:

If your service has been, or is about to be, shut off you can also call the PSC's toll-free HOTLINE, 1-800-342-3355, for help. It is staffed from 7:30a.m. to 7:30p.m. on business days.

Special Protections:

Contact us immediately if any of the following apply:

- **Medical emergencies** – if a medical doctor certifies that a medical emergency exists or that you require life support equipment, we must continue service for at least 30 days.
- **Elderly, blind, disabled** – if everyone in your household is 62 or older, 18 or younger, or blind or disabled and we are unable to work out a payment plan, we will contact the Department of Social services and continue service for 15 business days while your situation is reviewed.
- **Heat-related service in winter** – if between November 15 and April 15 the loss of heated-related service is likely to cause a serious health or safety problem, we will refer your case to Social Services and continue service during Social Services' review.
- **Public assistance and SSI** – if you receive public assistance or SSI benefits, you may be able to prevent a shutoff by contacting both us and Society Services.

CLEAR CHOICE ENERGY, LLC

1. FINAL TERMINATION PROCEDURES

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

- the earliest date upon which termination may occur
- the reasons for termination, including the total amount required to be paid
- the manner in which termination may be avoided
- the address and phone number of the office of Clear Choice Energy, LLC that the customer may contact in reference to his account
- the availability of Clear Choice Energy, LLC procedures for handling complaints
- a summary, prepared or approved by the commission or its authorized designee, of the protections available under the regulations, together with a notice that any customer eligible for such protections should contact Clear Choice Energy, LLC
- The final notice of termination may include any additional information not inconsistent with the regulations. The notice must state, in a size type capable of attracting immediate attention, language conveying the following: "THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF Clear Choice Energy, LLC WHEN PAYING THIS BILL."
- stating in conspicuous bold type:
 - (i) if the customer can demonstrate that he or she is unable to make payment under the terms of the payment agreement because his or her financial circumstances have changed significantly because of conditions beyond his or her control, the customer should immediately contact Clear Choice Energy, LLC at a specified telephone number because a new payment agreement may be available;
 - (ii) that assistance to maintain Clear Choice Energy, LLC service may be available from a local social services office;
 - (iii) that before the social services office will provide assistance, the customer generally must provide Clear Choice Energy, LLC with information showing assets, income and expenses to evaluate whether the customer is entitled to a new payment agreement; and
 - (iv) either the address and telephone number of the appropriate social services office, or the local social services information number.
- (3) Any final termination notice sent because the customer has broken an agreement negotiated pursuant to paragraph (a)(1) of this section and which required payment over a shorter period than the subparagraph (c)(2)(ii) of this section standard agreement for that customer would allow, must also be accompanied by a written offer of a new agreement to pay the outstanding balance in monthly installments calculated in accordance with subparagraph (c)(2)(ii) of this section.

FINAL TERMINATION NOTICE

DATE _____

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

By letter dated ___/___/20___, ___[UTILITY NAME]___ notified you that your failure to remit the past due amount of \$_____.___ by ___/___/20___ would result in ___[UTILITY NAME]___ terminating your service. Our records indicate that we have not received your payment. Please remit \$_____.___ or your service will be terminated after ___/___/20___.

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 \$_____.___ BY ___/___/20___ TO AVOID TERMINATION OF YOUR SERVICE.

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

Sincerely,

_____[UTILITY NAME]_____
Credit and Collections

CLEAR CHOICE ENERGY, LLC

**NOTICE OF TRANSFER OF 5000 OR MORE
CUSTOMERS**

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

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

CLEAR CHOICE ENERGY, LLC

Historical Usage Data Consent Form

(consent form to access customer's historical usage data)

Name:	<input type="text"/>
Email Address:	<input type="text"/>
Service Address:	
<i>Street Address:</i>	<input type="text"/>
<i>Address Cont'd:</i>	<input type="text"/>
<i>City / Town:</i>	<input type="text"/>
<i>State:</i>	<input type="text"/>
<i>Zip:</i>	<input type="text"/>
Mailing Address:	<i>(if different from service address)</i>
<i>Street Address:</i>	<input type="text"/>
<i>Address Cont'd:</i>	<input type="text"/>
<i>City / Town:</i>	<input type="text"/>
<i>State:</i>	<input type="text"/>
<i>Zip:</i>	<input type="text"/>
Utility Account Number:	<input type="text"/>
Daytime Phone Number:	<input type="text"/>
Evening Phone Number:	<input type="text"/>
Service Start Date Requested:	<input type="text"/>

Procedures used to obtain authorization to access customer historical usage or credit information

Customer Authorization Process

The distribution utility or MDSP shall provide information about a specific customer requested by Buyer (“CLEAR CHOICE ENERGY, LLC”), authorized by the customer to receive the information.

1. CLEAR CHOICE ENERGY, LLC shall obtain customer authorization to request information, in accordance with the procedures in UBP Section 5, Changes in Service Providers, Attachments 1, 2, and 3. CLEAR CHOICE ENERGY, LLC shall inform its customers of the types of information to be obtained, to whom it will be given, how it will be used, and how long the authorizations will be valid. The authorization is valid for no longer than six months unless the sales agreement provides for a longer time.
2. A distribution utility and a MDSP shall assume that CLEAR CHOICE ENERGY, LLC obtained proper customer authorization if CLEAR CHOICE ENERGY, LLC is eligible to provide service and submits a valid information request.
3. CLEAR CHOICE ENERGY, LLC shall retain, for a minimum of two years, verifiable proof of authorization for each customer. Verification records shall be provided by CLEAR CHOICE ENERGY, LLC, upon request of the DPS staff, within five calendar days after a request is made. Locations for storage of the records shall be at the discretion of CLEAR CHOICE ENERGY, LLC.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access CLEAR CHOICE ENERGY, LLC to information about the customer.
5. CLEAR CHOICE ENERGY, LLC shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-no-call registries.

Customer Information Provided to CLEAR CHOICE ENERGY, LLC¹

1. Release of Information. A distribution utility and a MDSP shall use the following practices for transferring customer information to CLEAR CHOICE ENERGY, LLC.

a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of CLEAR CHOICE ENERGY, LLC’s enrollment request and the information in the Customer Contact Information Set and the Credit Information Set, upon CLEAR CHOICE ENERGY, LLC’s request.

¹ Upon enrollment of a customer, CLEAR CHOICE ENERGY, LLC shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data or estimated consumption for a period, at the same time that the distribution utility validates them for use. An CLEAR CHOICE ENERGY, LLC issuing consolidated bills is entitled to receive billing information, in accordance with UBP Section 9, Billing and Payment Processing.

b. The distribution utility or MDSP shall respond within two business days to valid requests for information as established in EDI transaction standards and within five business days to requests for data and information for which an EDI transaction standard is not available. The distribution utility or MDSP shall provide the reason for rejection of any valid information request.

2. *Customer Contact Information Set.* The distribution utility or MDSP, to the extent it possesses the information, shall provide, upon CLEAR CHOICE ENERGY, LLC's request, consumption history for the customer's electric account. Consumption history³ for an electric account shall include:

1. Customer's service address;
2. Electric or gas account indicator;
3. Sales tax district used by the distribution utility;
4. Rate service class and subclass or rider by account and by meter, where applicable;
5. Electric load profile reference category or code, if not based on service class;
6. Usage type (e.g., kWh or therm), reporting period, and type of consumption (actual, estimated, or billed);
7. Twelve months, or the life of the account, whichever is less, of customer data via EDI and, upon separate request, an additional 12 months, or the life of the account, whichever is less, of customer data via EDI or an alternative system at the discretion of the distribution utility or MDSP, and, where applicable, demand information;⁴ if the customer has more than one meter associated with an account, the distribution utility or MDSP shall provide the applicable information, if available, for each meter; and
8. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs) via EDI, and if requested in detail, via an acceptable alternative electronic format.

3. *Billing Determinant Information Set.* Upon acceptance of CLEAR CHOICE ENERGY, LLC's enrollment request, a distribution utility shall provide the following billing information for an electric account, as applicable:

- a. customer's service address, and billing address, if different;
- b. electric account indicator;
- c. meter reading date or cycle and reporting period;
- d. billing date or cycle and billing period;
- e. meter number, if available;
- f. distribution utility rate class and subclass, by meter;
- g. description of usage measurement type and reporting period;
- h. customer's load profile group, for electric accounts only;
- i. life support equipment indicator;
- l. customer's location based marginal pricing zone, for electric accounts only; and,
- m. budget billing indicator.⁶

4. *Credit Information Set.* The distribution utility or MDSP shall provide credit information for the most recent 24 months or life of the account, whichever is less, upon receipt of CLEAR CHOICE ENERGY, LLC's electronic or written affirmation that the customer provided

authorization for release of the information to CLEAR CHOICE ENERGY, LLC. Credit information shall include number of times a late payment charge was assessed and incidents of service disconnection.

Direct Customer Information

A Direct Customer shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data, and estimated consumption for a period, at the same time that the distribution utility validates them for use. The distribution utility or MDSP shall make available, upon request, to an electric Direct Customer, a class load profile for its service class.

Charges for Customer Information

No distribution utility or MDSP shall impose charges upon CLEAR CHOICE ENERGY, LLC or Direct Customers for provision of the information described in this Section. The distribution utility may impose an incremental cost based fee, authorized in tariffs for CLEAR CHOICE ENERGY, LLC's request for customer data for a period in excess of 24 months or for detailed interval data per account for any length of time.

Unauthorized Information Release

CLEAR CHOICE ENERGY, LLC, its employees, agents, and designees, are prohibited from selling, disclosing or providing any customer information obtained from a distribution utility or MDSP, in accordance with this Section, to others, including their affiliates, unless such sale, disclosure or provision is required to facilitate or maintain service to the customer or is specifically authorized by the customer or required by legal authority. If such authorization is requested from the customer, CLEAR CHOICE ENERGY, LLC shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

⁴ A distribution utility may provide data for a standard 24 months or life of the account, whichever is less, as part of its customer contract information set.

⁵ As specified in the EDI standard for an enrollment request and response, the distribution utility may transmit additional data elements, based upon the request, the responding distribution utility, and the commodity type.

CLEAR CHOICE ENERGY, LLC

Form To Evaluate 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 Bond)

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 \$ _____

Confidentiality Notice

CLEAR CHOICE ENERGY, LLC will not disclose or reveal any of the above information outside of CLEAR CHOICE ENERGY, LLC's Company Operations. All information provided by customers of CLEAR CHOICE ENERGY, LLC is kept in the strictest confidence.

12494

Invoice Number: 12494
Invoice Date: 11-Jul-06
Customer #: 2033
Total Amount Due: \$27.00
Amount Enclosed: _____

CUSTOMER NAME
1 MAIN STREET
BROOKLYN, NY 11229

Make Check Payable To:
ESCO Name
ESCO Address
Brooklyn, N.Y. 11215

Energy Commodity Bill Invoice Date: 11-Jul-06
Customer: CUSTOMER NAME
c/o:
Address: 1 MAIN STREET
BROOKLYN, NY

ESCO Account #:	2033-694	Service Address:	1 MAIN STREET
Utility:	BU		BROOKLYN, NY

Utility Account #	Meter #	From	To	Usage	Price	Bill Amount
Gas				Therms		
12345-67890		6/6/2006	7/7/2006	38.0	Budget	\$27.00

Your Price Would Have Been: \$0.8602
Your Bill Would Have Been: \$34.04
After Full Payment, Your Budget Balance will be: (\$5.33)
ESCO Name Gas Charges: \$27.00

CONSOLIDATED BILL

If you have any questions, please call

ESCO Name
(999) 999-9999

Previous Balance: \$0.00
Total Amount Due: \$27.00

PAYMENT DUE UPON RECEIPT
A Late Payment Charge of 1.5% will accrue if Payment is not received within 15 days

GOOD NEWS: You now receive a credit of \$0.021/therm on your Utility Transportation Charges simply for being a customer of ESCO Name

IMPORTANT: If you smell gas or have any other emergency, call your local utility at: (718) 643-4050

12494

Invoice Number: 12494
Invoice Date: 11-Jul-06
Customer #: 2033
Total Amount Due: \$27.00
Amount Enclosed: _____

CUSTOMER NAME
1 MAIN STREET
BROOKLYN, NY 11229

Make Check Payable To:
ESCO Name
ESCO Address
Brooklyn, N.Y. 11215

Energy Commodity Bill

Invoice Date: 11-Jul-06

Customer: CUSTOMER NAME
c/o:
Address: 1 MAIN STREET
BROOKLYN, NY

ESCO Account #:	2033-694	Service Address:	1 MAIN STREET
Utility:	BU		BROOKLYN, NY

Utility Account #	Meter #	From	To	Usage	Price	Bill Amount
Gas				Therms		
12345-67890		6/6/2006	7/7/2006	38.0	Budget	\$27.00

Your Price Would Have Been:	\$0.8602	ESCO Name Gas Charges:	\$27.00
Your Bill Would Have Been:	\$34.04	After Full Payment, Your Budget Balance will be:	(\$5.33)

If you have any questions, please call

ESCO Name
(999) 999-9999

Previous Balance: \$0.00
Total Amount Due: \$27.00

PAYMENT DUE UPON RECEIPT

A Late Payment Charge of 1.5% will accrue if Payment is not received within 15 days

GOOD NEWS: You now receive a credit of \$0.021/therm on your Utility Transportation Charges simply for being a customer of ESCO Name

IMPORTANT: If you smell gas or have any other emergency, call your local utility at: (718) 643-4050

CLEAR CHOICE ENERGY, LLC

Residential Payment Agreement

	For Service at	PREMISE ADDRESS
	Account Number	CUSTOMER ACCOUNT NUMBER
CUSTOMER NAME		Clear Choice Energy, LLC 998 Old Country Road, STE C PMB 211 Syosset, NY 11791 516-558-7982

The total Amount owed to **CLEAR CHOICE ENERGY, LLC** for this account as of ___/___/20__ is: \$_____.

CLEAR CHOICE ENERGY, LLC is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available, if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills.

Also, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. **If you sign and return this form, along with the down payment by (down payment due date), you will be entering into a payment agreement and by doing so avoid termination of service.** 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, **CLEAR CHOICE ENERGY, LLC** will send you a Final Termination Notice and may terminate commodity service, as well as seek to suspend your utility distribution services. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call CLEAR CHOICE ENERGY, LLC at 516-558-7982.**

All future bills are to be paid by the last day to pay shown on the bill.

Payment of Outstanding Balance:

A down payment of \$_____ is to be received by ___/___/20__.

In addition to the current bill and late charge, the remaining balance is to be paid as follows: \$_____ is to be received by the due date of each month starting on ___/___/20__.

Late payment charges are assessed on the past due balance at a rate of 1.5% monthly, which is an annual rate of 18%. Late payment charges will be assessed after the last day to pay date on your monthly bill. Late payment charges are part of the current bill. 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.

Your current monthly budget amount is: \$_____.

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature: _____ Date: _____

This agreement has been accepted by CLEAR CHOICE ENERGY, LLC. If you and CLEAR CHOICE ENERGY, LLC cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3355.

Return one copy of this agreement signed, with the down payment, by ___/___/20__. If it is not signed and returned, your contract may be terminated, and CLEAR CHOICE ENERGY, LLC may pursue suspension of delivery service to your account.

CLEAR CHOICE ENERGY, LLC

Residential Past Due Reminder Notice

For Service at
Account Number

PREMISE ADDRESS
CUSTOMER ACCOUNT NUMBER

CUSTOMER NAME

Clear Choice Energy, LLC
998 Old Country Road, STE C PMB 211
Syosset, NY 11791
516-558-7982

On ___/___/20___ you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$_____.___ by ___/___/20___ and regular payments of \$_____.___ 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 contract with us. In addition, we may also pursue suspension of delivery service to your account.

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 (516) 558-7982 because a new payment agreement may be available.

The total Amount owed to **Clear Choice Energy, LLC** for this account as of ___/___/20___ is: \$_____.___.

Clear Choice Energy, LLC
998 Old Country Road, STE C PMB 211
Syosset, NY 11791
516-558-7982

BUDGET BILLING PLAN (“Plan”)

Customer
Name: _____
Address: _____
Account# _____

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

This Plan requires that you pay \$ _____ per month for the 12 month period starting with the billing cycle commencing on ___/___/20___ and ending on ___/___/20___.

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

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

The Plan shall be subject to regular review for conformity with actual billings. Clear Choice Energy, LLC reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption and/or (b) an increase in commodity prices.

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

service and suspension of your _____[LDCNAME]_____ service pursuant to the Home Energy Fair Practices Act.

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

[] Yes! I would like Budget Billing:

Acceptance of Agreement

**Customer
Signature:** _____

Date: _____

**ESCO
Signature:** _____

Date: _____

Return one signed copy to Clear Choice Energy, LLC by ___/___/20___.

CLEAR CHOICE ENERGY, LLC

998 Old Country Road, STE C PMB 211

Syosset, NY 11791

(516) 558-7982

Customer Name: _____

Premise Address: _____

Account Number: _____

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

The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on ___/___/20___ and ending on ___/___/20___, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on ___/___/20___ covering actual charges incurred during the 3-month period ___/___/20___ to ___/___/20___, and you will receive quarterly bills thereafter on or before ___/___/20___, ___/___/20___, and ___/___/20___ for actual charges incurred during each such preceding 3-month period.

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

[] Yes! I would like Quarterly Billing:

Return one completed copy to ____[UTILITY NAME]____ by ___/___/20___.

Clear Choice Energy, LLC
998 Old Country Road, STE C PMB 211
Syosset, NY 11791
516-558-7982

**Narrative Description of Methods and Procedures
For Termination of Service for Nonpayment**

Applicable to Residential Customers (SC 1)

Clear Choice Energy, LLC has the authority to stop the flow of electricity and/or natural gas to your residence. Clear Choice Energy, LLC can direct your local utility, Con Edison, to physically stop the flow of electricity and/or natural gas to your residence.

All Clear Choice Energy, LLC customers are responsible for paying their bills to Clear Choice Energy, LLC for electric and/or natural gas supplies for the customer's use pursuant to the Sales Agreement. In the event of nonpayment, Clear Choice Energy, LLC will apply a late charge fee as specified in the Sales Agreement. Clear Choice Energy, LLC offers to enter into a Deferred Payment Agreement (DPA) with any household residential account (SC 1) that has fallen behind in its payments for Clear Choice Energy, LLC.

Should a customer who has entered into a DPA with Clear Choice Energy, LLC subsequently fail to meet the customer's obligations under the DPA, Clear Choice Energy, LLC reserves the right to terminate the customer's contractual relationship with Clear Choice Energy, LLC, and to transfer the customer's electricity and/or natural gas account back to the local utility, Con Edison. Clear Choice Energy, LLC may also request that the local utility, Con Edison, physically stop the flow of electricity and/or natural gas to the customer's residence until past due amounts are paid. The customer will continue to be liable for any past due amounts that the customer owes to Clear Choice Energy, LLC for previously delivered energy supply, as well as energy supply delivered to the customer's residence by Clear Choice Energy, LLC up to the date that the customer's account is returned to Con Edison.

Consumer may contact the Office of Consumer Services at the New York State Public Service Commission for assistance at it's:

HELPLINE – 1(800)342-3377 – for billing disputes and customer service issues

HOTLINE – 1(800)342-3355 – for pending or disconnection of service

Web site – <http://www.dps.state.us>

Mailing Address – Three Empire State Plaza, Albany, NY 12223-1350

Clear Choice Energy, LLC

Slamming & Cramming Prevention Procedures

Slamming – slamming is defined as a switch of a retail customer from one provider to another without the customer’s authorization (except as may be allowed under certain discontinuation of services provisions) is not permitted. To minimize the chance of slamming, the following procedures will be used:

All service transfers to change a customer’s supplier shall be accomplished through one of the following methods, with verification for all services switches to be provided through a customer identification or account number.

Clear Choice Energy, LLC has obtained the customer’s written authorization.

Clear Choice Energy, LLC has obtained the customer’s electronic authorization through a customer voice response unit.

Clear Choice Energy, LLC has obtained the customer’s electronic authorization through a web-based internet connection, with the necessary security for confidential information.

An appropriately qualified independent third party has obtained the customer’s oral authorization, where the oral change authorization confirms and includes appropriate verification data.

A three-way call initiated by Clear Choice Energy, LLC has been undertaken by Clear Choice Energy, LLC, the customer and the old supplier, in which the customer affirmatively states a desire to change to a new gas supplier. In the course of such a three-way call 1) neither supplier shall disclose confidential or proprietary information; 2) the current supplier shall not attempt to persuade the customer or new supplier not to switch providers; 3) the current supplier shall not attempt to market other services to the customer.

Cramming – the addition of unauthorized charges to a customer’s bill.

Clear Choice Energy, LLC shall not bill a customer for a service without the customer’s prior consent authorizing provision of that service. Failure to decline an offered or proposed service does not constitute prior consent for the provision of the service.

Before any new charges are included on the customer’s bill, Clear Choice Energy, LLC will inform the customer of the product or service, all associated charges, how these charges will be billed before they appear on the bill and obtain consent for the product or service. Customers may contact Clear Choice Energy, LLC to obtain additional information or to dispute any such charges.

Customers may also contact DPS by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377 or through its website at <http://www.dps.state.ny.us>.

Natural Gas Sales Agreement – Firm Service - Residential

Seller: Clear Choice Energy, LLC
 998 Old Country Road, STE C PMB 211
 Syosset, NY 11791
 Tel: 516-558-7982 Fax: 516-706-2556

Buyer: _____ **SS# or Tax ID #:** _____

Address: _____ **Date:** _____

Contact: _____ **Telephone:** _____

	Service Address	Account Name	Account Number	Utility	Rate Class
1					

Term of Contract: Month – To- Month

Contract Price: 7% Discount off of the Utility’s Natural Gas Commodity Posted Price for the first 2 months

Contract Type (Circle One)	Fixed Price Based on Current NYMEX Forward Pricing	Variable Price Based on ESCO City Gate Supply Costs
Price	Fixed Rate of \$_____ per therm. Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees.	Variable \$_____ Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees.
Length of Agreement	Fixed Based on Length of Fixed Price Contract Shown Above	Variable Month-to-Month
Rescission Policy	Customer may cancel contract within three business days of signing of contract by notifying ESCO by telephone at 516-558-7982.	
Amount of Early Termination Fee and method of calculation	Fixed If fixed service, termination fee not to exceed (a) one hundred dollars for any contract with a remaining term of less than twelve months; (b) two hundred dollars for any contract with a remaining term of twelve months or more.	Variable No early termination fee for variable service.
Late Payment Fee	Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month.	
Contract Renewal	Fixed Upon completion of the Initial Term, this Agreement will automatically renew on a month to month basis at the same terms unless ESCO obtains customer’s authorization (written or verifiable oral) after customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (the “Renewal Term”). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement.	Variable Contract renews on a month-to-month basis.
Utility Price Matching	ESCO does not offer Utility Price Matching or guarantee savings.	

Open Price: After the first two billing cycles, the price for gas sold under this Agreement shall be a variable \$/Therm price, established each month by SELLER, will reflect the wholesale cost of natural gas, including energy, capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors; plus all applicable taxes, fees, charges, costs, expenses and margins. SELLER may change its pricing methodology upon 15 days notice to BUYER. Such notice shall be provided at least 30 days prior to the BUYER's next scheduled meter read. BUYER agrees to purchase from SELLER all of the natural gas requirements for the accounts listed above. SELLER will deliver a quantity that is necessary to meet BUYER'S City Gate requirements based on the consumption information that SELLER receives from BUYER'S local distribution company (LDC).

Notwithstanding any other provision of this Agreement, BUYER has the right to cancel the agreement, without penalty or termination fee, within the 15 day notice period of a price change from SELLER. If notice of cancellation is not given at least 15 days prior to the next scheduled meter reading, BUYER may request a special meter reading, which is typically subject to a service charge. SELLER must give 30 days notice, provided 30 days before BUYER's meter read, before it may assign a BUYER's contract to another service provider. Any change to the Agreement, other than the Open Price provision, shall require the BUYER's affirmative consent, as specified under the NYS Uniform Business Practices.

The City Gate is defined as the boundary of the LDC's territory. The delivery point will be the City Gate station(s) of BUYER'S LDC(s). The sales point (where you receive title) will be a point outside of New York State.

SELLER will aggregate BUYER'S natural gas supply requirements with SELLER's natural gas supply portfolio. BUYER agrees to designate SELLER to act as BUYER'S agent in administering contracts with the LDC and to arrange for the transportation of BUYER'S gas from the sales point to the delivery point.

Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Clear Choice Energy, LLC
SELLER

For: _____
BUYER'S NAME

By: _____
SIGNATURE

By: _____
BUYER'S SIGNATURE

TITLE

TITLE

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon (Initial Term), and will continue to be in force for subsequent month-to-month periods (Subsequent Term), unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (the "Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement. SELLER reserves the right to adjust the Contract Price for subsequent contract terms. Residential customers may cancel this Agreement within three (3) business days of the signing this agreement by notifying SELLER, in writing, at 998 Old Country Road, STE C PMB 211, Syosset, NY 11791 or by telephone at 516-558-7982.

Payment: SELLER will bill BUYER for gas delivered to the LDC City Gate according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: For residential customers, the services provided by SELLER are protected by the terms and conditions of this agreement and the Home Energy Fair Practices Act ("HEFPA"). You may obtain additional information by contacting SELLER at 516-558-7982 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, by telephone at 1-888-697-7728 or through its website at <http://www.dps.state.ny.us>.

Title: BUYER and SELLER agree that title and risk of loss of the gas sold under this Agreement will transfer from SELLER to BUYER at the sales point(s).

Transportation: SELLER agrees to transport gas to the sales point(s). SELLER will arrange for transportation from the sales point(s) to the delivery point(s) as BUYER'S agent. BUYER will receive a separate bill from BUYER'S LDC for transporting gas from the delivery point(s) to BUYER'S meter(s).

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: **Keyspan (800) 490-0045 - Con Ed (800) 752-6633**

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute. BUYER shall remit full payment except for the disputed amount while the dispute is pending.

For residential customers, the dispute may be submitted by either party to the DPS pursuant to its Complaint Handling Procedures governed by HEFPA. The PSC HEFPA hotline is 1-800-342-3377.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

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

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

Assignment: BUYER may not assign this contract without SELLER's consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New York State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.

Natural Gas Sales Agreement – Firm Service - NONResidential

Seller: Clear Choice Energy, LLC
 998 Old Country Road, STE C PMB 211
 Syosset, NY 11791
 Tel: 516-558-7982 Fax: 516-706-2556

Buyer: _____ **SS# or Tax ID #:** _____

Address: _____ **Date:** _____

Contact: _____ **Telephone:** _____

	Service Address	Account Name	Account Number	Utility	Rate Class
1					

Term of Contract: Month – To- Month

Contract Price: 7% Discount off of the Utility’s Natural Gas Commodity Posted Price for the first 2 months

Contract Type (Circle One)	Fixed Price Based on Current NYMEX Forward Pricing	Variable Price Based on ESCO City Gate Supply Costs
Price per Therm	Fixed Rate of \$_____ per Therm. Fixed Basis of NYMEX + \$_____ per Therm. Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees.	Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation, profit and other market price factors, plus all applicable taxes and fees.
Length of Agreement	Fixed Based on Length of Fixed Price Contract Shown Above	Variable Month-to-Month
Rescission Policy	Customer may cancel contract within three business days of signing of contract by notifying ESCO	
Amount of Early Termination Fee and method of calculation	Fixed If fixed service, termination fee not to exceed (a) one hundred dollars for any contract with a remaining term of less than twelve months; (b) two hundred dollars for any contract with a remaining term of twelve months or more.	Variable No early termination fee for variable service
Late Payment Fee	Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month.	
Contract Renewal	Fixed After the expiration of the initial contract term, the contract will renew on a month-to-month basis unless terminated by either party, the renewal terms not less than 30 days, nor more than 60 days, prior to the renewal date (the “Renewal Term”). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement.	Variable Contract renews on a month-to-month basis.
Utility Price Matching	ESCO does not offer Utility Price Matching or guarantee savings.	

Open Price: After the first two billing cycles, the price for gas sold under this Agreement shall be a variable \$/Therm price, established each month by SELLER, will reflect the wholesale cost of natural gas, including energy, capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors; plus all applicable taxes, fees, charges, costs, expenses and margins. SELLER may change its pricing methodology upon 15 days notice to BUYER. Such notice shall be provided at least 30 days prior to the BUYER's next scheduled meter read. BUYER agrees to purchase from SELLER all of the natural gas requirements for the accounts listed above. SELLER will deliver a quantity that is necessary to meet BUYER'S City Gate requirements based on the consumption information that SELLER receives from BUYER'S local distribution company (LDC).

Notwithstanding any other provision of this Agreement, BUYER has the right to cancel the agreement, without penalty or termination fee, within the 15 day notice period of a price change from SELLER. If notice of cancellation is not given at least 15 days prior to the next scheduled meter reading, BUYER may request a special meter reading, which is typically subject to a service charge. SELLER must give 30 days notice, provided 30 days before BUYER's meter read, before it may assign a BUYER's contract to another service provider. Any change to the Agreement, other than the Open Price provision, shall require the BUYER's affirmative consent, as specified under the NYS Uniform Business Practices.

The City Gate is defined as the boundary of the LDC's territory. The delivery point will be the City Gate station(s) of BUYER'S LDC(s). The sales point (where you receive title) will be a point outside of New York State.

SELLER will aggregate BUYER'S natural gas supply requirements with SELLER's natural gas supply portfolio. BUYER agrees to designate SELLER to act as BUYER'S agent in administering contracts with the LDC and to arrange for the transportation of BUYER'S gas from the sales point to the delivery point.

Initiation of service under this Agreement is contingent upon satisfactory credit review. SELLER reserves the right to decline to execute this Agreement in the event of an unsatisfactory credit report. By signing below, BUYER agrees to the terms of this Agreement and the General Terms and Conditions on the reverse and authorizes SELLER to obtain credit references including credit reference reports.

For: Clear Choice Energy, LLC
SELLER

For: _____
BUYER'S NAME

By: _____
SIGNATURE

By: _____
BUYER'S SIGNATURE

TITLE

TITLE

General Terms and Conditions

Term: This Agreement will be in force for the term initially agreed upon (Primary Term), and will continue to be in force for subsequent month-to-month periods (Subsequent Term), unless ESCO obtains customer's authorization (written or verifiable oral) after customer has received a written notification of the renewal terms not less than 30 days nor more than 60 days prior to the renewal date (the "Renewal Term"). Customer shall have 3 business days from receipt of the first billing statement of your Renewal Term to reject renewal terms and cancel renewal agreement. SELLER reserves the right to adjust the Contract Price for subsequent contract terms.

Payment: SELLER will bill BUYER for gas delivered to the LDC City Gate according to the consumption information that SELLER receives from BUYER'S LDC. Payment is due on receipt of the bill. If payment is not received on a timely basis, SELLER may, after 15 days written notice, suspend performance, but BUYER will still remain obligated under this contract. BUYER agrees to pay interest on late payments at the rate of 1.5% per month (18% per annum) and to pay SELLER's reasonable attorney's fees and expenses incurred in collecting payment.

Consumer Protection: You may obtain additional information by contacting SELLER at 516-558-7982 or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at <http://www.dps.state.ny.us>.

Title: BUYER and SELLER agree that title and risk of loss of the gas sold under this Agreement will transfer from SELLER to BUYER at the sales point(s).

Transportation: SELLER agrees to transport gas to the sales point(s). SELLER will arrange for transportation from the sales point(s) to the delivery point(s) as BUYER'S agent. BUYER will receive a separate bill from BUYER'S LDC for transporting gas from the delivery point(s) to BUYER'S meter(s).

Taxes and Laws: BUYER is responsible for paying all applicable taxes. If BUYER is tax exempt, BUYER must furnish SELLER an exemption certificate before service commences. This Agreement is subject to all local, state and federal laws, and regulations of governmental agencies having jurisdiction over such services.

Emergency Service: In the event of an energy emergency or service interruption, you should immediately call emergency personnel and your local utility at the following numbers: Con Edison (800) 752-6633; Orange and Rockland at (877) 434-4100; KeySpan (718) 643-4050 (NYC) and 1 (800) 490-0045 (Long Island); Niagara Mohawk at (800) 892-2345; Central Hudson at (800) 527-2714; RG&E at (800) 743-1701; NYSEG at (800) 527-2714; National Fuel at (800) 444-3130.

Disputes: In the event of a billing dispute or a disagreement involving SELLER's service, the parties will use their best efforts to resolve the dispute.

For Non Residential customers, the Department of Public Service will not resolve their disputes. The DPS will monitor complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State. Disputes not resolved within 60 days may be submitted for resolution in small claims court or, if the dollar amount of the dispute exceeds small claims court jurisdiction, submit the dispute to final, binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. BUYER shall remit full payment except for the disputed amount while the dispute is pending. The alternative energy provider line for inquiries is 1-888-697-7728; and for complaints is 1-800-342-3377.

Liability: In no event shall either party be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of this Agreement.

Force Majeure: Neither SELLER nor BUYER will be liable for breaching this contract if the breach is due to a material, unavoidable occurrence beyond the party's control. This does not include inability to pay. Each party will notify the other promptly upon learning of the Force Majeure condition.

Severance: If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

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

Delay or Failure to Exercise Rights: No partial performance, delay or failure on the part of SELLER in exercising any rights under this Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder

Assignment: BUYER may not assign this contract without SELLER's consent. This Agreement will inure to and be binding upon the successors and assignees of the Parties. This contract is governed by New York State law and can only be amended in writing. This contract is the entire understanding between BUYER and SELLER; no oral statements are effective. SELLER may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity in accordance with the NYDPS rules and procedures, if any, governing such transactions.

Entire Agreement: This Agreement sets forth the entire agreement between the parties with respect to the terms and conditions of this transaction; any and all other agreements, understandings and representations by and between the parties with respect to the matters addressed herein and therein are superseded by this Agreement.



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

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

Date 10/4/2016

Company Name Clear Choice Energy, LLC

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

President Karen Edelman
Mailing Address 998 Old Country Road, STE C PMB 211
Syosset, NY 11791
Email Address kedelman@clearchoiceenergy.com
Phone Number 516-558-7982 Fax Number 516-706-2556

Vice President / Director of Customer Service Karen Edelman
Mailing Address 998 Old Country Road, STE C PMB 211
Syosset, NY 11791
Email Address kedelman@clearchoiceenergy.com
Phone Number 516-558-7982 Fax Number 516-706-2556

Primary Regulatory Complaint Manager Karen Edelman
Mailing Address 998 Old Country Road, STE C PMB 211
Syosset, NY 11791
Email Address kedelman@clearchoiceenergy.com
Phone Number 516-558-7982 Fax Number 516-706-2556

Secondary Regulatory Complaint Manager Karen Edelman
Mailing Address 998 Old Country Road, STE C PMB 211
Syosset, NY 11791
Email Address kedelman@clearchoiceenergy.com
Phone Number 516-558-7982 Fax Number 516-706-2556

The PSC electronically transmits consumer complaints to service providers. You must identify a fax number and/or an email address box that is shared by a group of people. (NOTE: WE WILL NOT SEND COMPLAINTS TO PERSONAL EMAIL ADDRESSES. A SHARED EMAIL ADDRESS MUST BE IDENTIFIED OR THE TRANSMISSION WILL DEFAULT TO THE FAX NUMBER) Please identify the address/es to which we should transmit our complaints:

Email: kedelman@clearchoiceenergy.com Fax: 516-706-2556

ESCO Update Form for the NYS Public Service Commission's DMM Database

<u>ESCO Topics</u>	<u>ESCO Information</u>
Company Code	
Company Name	Clear Choice Energy, LLC
ESCO Name (if different from company name)	
Address/City/State/Zip	998 Old Country Road, STE C PMB 211 Plainview, NY 11803
General Phone Number	516-558-7982
General Fax Number	516-706-2556
General Email	kedelman@clearchoiceenergy.com
Toll-Free Number	855-558-0005
Website	www.clearchoiceenergy.com
Marketing Contact Name	Karen Edelman
Marketing Contact Title	Member
Marketing Contact Address	998 Old Country Road, STE C PMB 211 Plainview, NY 11803
Marketing Contact Phone Number	516-558-7982
Marketing Contact Fax Number	516-706-2556
Marketing Contact Email Address	kedelman@clearchoiceenergy.com
Regulatory Contact Name	Karen Edelman
Regulatory Contact Title	Member
Regulatory Contact Address	998 Old Country Road, STE C PMB 211 Plainview, NY 11803
Regulatory Contact Phone Number	516-558-7982
Regulatory Contact Fax Number	516-706-2556

ESCO Update Form for the NYS Public Service Commission's DMM Database

<u>ESCO Topics</u>	<u>ESCO Information</u>
Regulatory Contact Email Address	kedelman@clearchoiceenergy.com
Executive Contact Name	Karen Edelman
Executive Contact Title	Member
Executive Contact Address	998 Old Country Road, STE C PMB 211 Plainview, NY 11803
Executive Contact Phone Number	516-558-7982
Executive Contact Fax Number	516-706-2556
Executive Contact Email Address	kedelman@clearchoiceenergy.com

ESCO Update Form for the NYS Public Service Commission's DMM Database

In the table below, please check the utility areas where you are currently serving customers.

Utility	Service Class			Commodity		
	R ¹	NR ²	Both	Gas	Electric	Both
Central Hudson Gas & Electric Corp.						
Consolidated Edison Company of NY, Inc.			X			X
Corning Natural Gas Corp.						
KeySpan Gas East Corp. (dba Brooklyn Union of L.I.)			X			X
Long Island Power Authority			X			X
National Fuel Gas Distribution Corp.						
New York State Electric & Gas Corp.						
Niagara Mohawk Power Corp.						
Orange & Rockland Utilities, Inc.						
Rochester Gas & Electric Corp.						
St. Lawrence Gas Company						
The Brooklyn Union Gas Company			X			X

¹ R = Residential

² NR = Non-Residential