

February 3, 2018

New York State Department of Public Service  
3 Empire State Plaza  
Albany, New York 12223

RE: Triennial Compliance for ESCO Crown Energy Services, Inc. Matter # 14-02554

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***Per the NEW YORK STATE ESCO TRIENNIAL CHECKLIST, attached please find:***

- Completed Retain Access Application Form (RAAF)
- NYS Proof
- Sales Agreements with Terms and Conditions and Disclosure Statement for Residential and Non-Residential
- Sample ESCO Dual Bill
- Procedures to authorize access to customers' historical data
- Sample copies of mass marketing promotional materials. THIS IS **NOT APPLICABLE** AS WE DO NOT DO ANY MASS MARKETING.
- Procedures for prevention of slamming and cramming.
- A list of the entities, including contractors and subcontractors, that will market to customers on behalf of our ESCO. Please find the attached list called Listing of our brokers who represent Crown Energy.
- Trade Secret Request
- Quality Assurance Program that must contain:
  - Description of Training Program**
  - Code of Conduct**
  - Marketing representative identification badge.** Attached please find a sample.

It is important to note that Crown Energy Services, Inc. [REDACTED]  
[REDACTED]. Further, Crown Energy Services, Inc. does not do any tele-sales via cold calls.

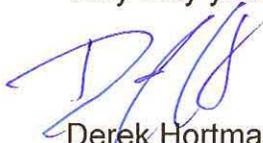
**Monitoring program and quality assurance procedures**  
**Internal dispute resolution process.** Please refer to our Agreement for details.

OCS Service Provider Contact Form

Home Energy Fair Practices Act (HEFPA) Documents (Residential only)

Attestation to comply with the Environmental Disclosure Program (Electric Only) – [REDACTED]  
[REDACTED].

Very truly yours,



Derek Hortman  
General Manager

DH/emd

Attachments



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ENERGY SERVICE COMPANY (ESCO)  
RETAIL ACCESS APPLICATION FORM

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**1. Business Information**

Business Name: Crown Energy Services, Inc.

Address: Post Office Box 260

City: West Seneca

State: NY

Zip: 14224

Telephone: (716) 675-3275

Fax: (716) 675-0614

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

N/A

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

Yes

No - X

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 - X

If yes, provide the following information:

Name:

Title:

Name:

Title:

## **2. Contact Information**

### Executive Contact

Name and Title:

Derek Hortman,

General Manager

Address: P O Box

260

City: W. Seneca

State: NY    Zip: 14224

Telephone: (716) 675-3275

Fax: (716) 675-0614

Email Address: Derek@crownergy.com

### Regulatory Contact

Name and Title:

Derek Hortman,

General Manager

Address: P O Box

260

City: W. Seneca

State: NY Zip: 14224

Telephone: (716) 675-3275

Fax: (716) 675-0614

Email Address: [Derek@crownenergyny.com](mailto:Derek@crownenergyny.com)

Marketing Contact

Name and Title:

[REDACTED]

[REDACTED]

Address: P O Box

260

City: W. Seneca

State: NY Zip: 14224

Telephone: (716) 675-3275

Fax: (716) 675-0614

[REDACTED]

Power to Choose Website Information

Website

Address:

www.crownenergyny.com

Customer Service Email Address:

[info@crownenergyny.com](mailto:info@crownenergyny.com)

Toll Free Number: N/A

Vendor Contact (e.g. EDI Vendor)

Vendor Name:

[REDACTED]

[REDACTED]

Address:

[REDACTED]

City:

[REDACTED]

State:

[REDACTED]

Zip:

[REDACTED]

Contact Name:

[REDACTED]

Telephone:

[REDACTED]

Fax:

[REDACTED]

Email Address:

[REDACTED]



### **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	Dual Bill
Central Hudson						n/a	n/a	n/a
Con Edison						n/a	n/a	n/a
Corning Natural Gas				n/a	n/a	n/a	n/a	n/a
LIPA			n/a		n/a	n/a	n/a	n/a
National Grid (KEDNY, KEDLI)				n/a	n/a		n/a	n/a
National Grid (Upstate)						n/a	n/a	n/a
National Fuel Gas	√	√	√	n/a	√	n/a	√	√
NYSEG					n/a		n/a	n/a
Orange & Rockland						n/a	n/a	
Rochester Gas & Electric					n/a		n/a	n/a
St. Lawrence				n/a	n/a	n/a	n/a	n/a

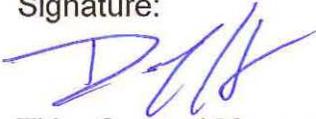
The designation “N/A” indicates that either a commodity or billing option is not available in a specific service territory.

\*Single Retailer is also known as “ESCO Consolidated Billing”

## 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:



Title: General Manager

Print Name: Derek Hortman

Date: 2/3/2018

Company Name: Crown Energy Services, Inc.

New York State Department of Taxation and Finance  
**Certificate of Authority**

Identification number

**16-1578464**

*(Use this number on all returns and correspondence)*



**VALIDATED**

**12/16/2009**

**Dept of Tax  
and Finance**

**CROWN ENERGY SERVICES, INC.**  
2151C TRANSIT RD  
ELMA NY 14059-9690

is authorized to collect sales and use taxes under Articles 28 and 29 of the New York State Tax Law.

**Nontransferable**

This certificate must be prominently displayed at your place of business.  
Fraudulent or other improper use of this certificate will cause it to be revoked.  
The certificate may not be photocopied or reproduced.

4050111080098

1DC3 - 3510635 P000517-01

DTF-17-A-R (11/08)

STATE OF NEW YORK DEPARTMENT OF PUBLIC SERVICE  
THREE EMPIRE STATE PLAZA, ALBANY, NY 12223-1350

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

PUBLIC SERVICE COMMISSION

MAUREEN O. HELMER  
Chairman  
THOMAS J. DUNLEAVY  
JAMES D. BENNETT  
LEONARD A. WEISS  
NEAL N. GALVIN



LAWRENCE G. MALONE  
General Counsel

DEBRA RENNER  
Acting Secretary

January 5, 2000

[REDACTED]  
CROWN ENERGY SERVICES, Inc.  
P.O. Box 260  
West Seneca, NY 14224-0260

Dear [REDACTED]

This is to inform you that your sample standard contract for **residential and nonresidential** natural gas service submitted to the Office of Consumer Education and Advocacy of the New York State Department of Public Service was found to be **in compliance** with the Public Service Commission's **Orders in Cases 93-G-0932, et al.**

It is important for our records, that you send copies of your customer solicitation letter/package or other promotional literature or media to Ms. Honor M. Kennedy, Office of Consumer Education and Advocacy, at the above address. Also, you are required to keep the Department of Public Service informed of changes in corporate names, mergers and affiliations, that may affect the information provided in your application; telephone contact numbers and persons, e-mail and website address modifications; and addenda to the contract form herein found in compliance. Please submit a final hard copy of your approved sample standard contract.

Thank you for your cooperation and attention to detail in this matter.

Sincerely,

Handwritten signature of Richard C. Roman in cursive.

Richard C. Roman  
Business Advocate  
Office of Consumer Education and  
Advocacy

RCR/pbf  
cc: Files, Office of the Secretary

# **RESIDENTIAL CONTRACT**



CROWN ENERGY SERVICES, INC. PO BOX 260 WEST SENECA, NY 14224

CUSTOMER DISCLOSURE STATEMENT

Seller
Crown Energy Services, Inc.
P.O. Box 260
West Seneca, NY 14224
Tel: (716) 675-3275
Fax: (716) 675-0614

Buyer
Customer Name
Address
City, State Zip Code
Tel: (716)
Cell: (716)

National Fuel Account Number: xxxxxxxx-xx

Price: Discount of 3% vs. National Fuel's SC-1, monthly (residential) supply rate
Fixed or Variable: Variable
Length of Term: month-to-month Contract End Date: N/A
Right of Rescission: You may cancel your agreement at any time with no penalty. To do so contact Crown Energy Service, Inc. at (716) 675-3275.
Early Termination Fee: None
Late Payment Fee: If Buyer fails to remit the full amount payable by the due date, a late charge of 1.5% per month shall be paid on any amounts past due.
Renewal Provisions: VARIABLE: Contract will continue month-to-month after the End Date, at the same price.
Savings: Customer will receive a guaranteed discount (shown above) on commodity supply charges only vs. the appropriate National Fuel rate for their service class.

Crown Energy Services, Inc. Customer Name
Name: Signature:
Derek Hortman, Vice-President
Date: February 12, 2018 Date:

## NATURAL GAS AGREEMENT

This agreement is made and entered into on this date, February 12, 2018 between Crown Energy Services, Inc. (as agent for multiple suppliers) ("Seller") and [REDACTED] ("Buyer") (hereinafter jointly referred to as "Parties"). The terms applicable to this agreement are as follows:

- 1) **Transportation:** Seller shall obtain transportation to the National Fuel Gas Distribution Corp. City-Gate on behalf of Buyer, and be responsible for the payment of all related taxes prior to the Sales Point. Utility delivery charges are the responsibility of the Buyer.
- 2) **Non-Performance:** In the event of non-performance under this Agreement, the non-defaulting party, after allowing the defaulting party one (1) business day to cure, may recover damages in the amount equal to the difference between the Contract Value and the Market Value of the quantities not delivered by Seller or taken by Buyer, as the case may be. The Contract Value shall be the Purchase Price multiplied by the quantities not delivered or taken by the defaulting Party. The Market Value shall be the then current market price for delivery at the Sales Point of quantities equal to the quantities not delivered or taken by the defaulting party, as such market price is determined by the non-defaulting party in a commercially reasonable manner.
- 3) **Title and Liability:** Title to, possession of, and risk of loss of the gas will pass from the Seller (as agent) to the Buyer at the National Fuel Gas Distribution Corp. City-Gate.
- 4) **Force Majeure:** Non-performance of any obligation hereunder, other than the obligation to pay for gas taken, will be excused if prevented by an occurrence of Force Majeure, but only for so long as performance is prevented by such Force Majeure. The party claiming excuse will promptly advise the other party of such Force Majeure event, and shall seek to remedy the occurrence. Force Majeure will mean any event beyond the reasonable control of a Party, which prevented in whole or in part, that Party's performance or obligations hereunder. Force Majeure will include: act of God; strike; lockout; act of the public enemy; war; blockade; public riot; fire, storm, flood; freeze; explosion; governmental restraint; and any other unforeseeable uncontrollable event.
- 5) **Billing and Payment:** National Fuel Gas will invoice Buyer on or before the tenth (10<sup>th</sup>) day of each month for deliveries made at the Delivery Point in the prior month. Buyer shall make payment to National Fuel Gas within ten (10) days after the date of Seller's invoice, but no later than the twenty-fifth (25<sup>th</sup>) of the month following delivery. The invoice(s) shall reflect, among other things, the total volumes delivered to Buyer, and the total dollar amount due.
- 6) **Financial Responsibility:** In the event of an adverse change in the financial condition of Buyer, Seller shall have the right at any time, in addition to any other remedies hereunder or pursuant to law, to require Buyer to make credit arrangements satisfactory to Seller, such as provision of an escrow account, a letter of credit, pre payment, or other guarantee of payment or performance.
- 7) **Assignment:** Neither party shall assign this Agreement without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either party may assign or pledge this Agreement before the expiration of any Purchase Period provided for in any then effective Confirmation Letter.
- 8) **Consumer Protections and HEFPA:** The services provided by Seller are provided in the terms and conditions of this Agreement, and the Home Energy Fair Practices Act (HEFPA). Seller will provide at least fifteen (15) calendar days notice prior to a cancellation of service to Customer. In the event of nonpayment of any charges owed to Seller, Buyer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the New York State Department of Public Service (DPS). Buyer may obtain additional information by contacting Seller at 1-716-675-3275 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: <http://www.dps.state.ny.us>. The DPS will monitor complaints against all energy companies, and an excessive number may result in an energy company no longer being eligible to supply natural gas or electricity in New York State. The DPS Complaint telephone number is 1-800-342-3377.
- 9) **Dispute Resolution and Arbitration (Non-Residential Customers):** The parties shall attempt in good faith to resolve or cure all disputes arising under or related to this Agreement by mutual agreement. Should Buyer have a complaint about Seller's service, please call Roger J. Peck, Jr., President of Crown Energy Services, Inc. at (716) 675-3275, or write the Seller at the address provided above. Seller will attempt to resolve complaints amicably within thirty (30) days of receiving written notification detailing your complaint. Alternatively, any party wishing to resolve or cure a dispute shall give notice to the other party. Within five (5) days after delivery of such notice, a senior officer of each party shall meet to discuss and attempt to resolve or cure such dispute. If they are unable to do so within ten (10) days after the delivery of such notice, the parties shall attempt to settle said controversy through the process of non-binding mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association. Should the parties fail to reach a mutually acceptable resolution through mediation, the dispute shall be referred to an arbitration panel of three (3) persons having knowledge and experience in connection with similar gas supply agreements for resolution. The panel shall be selected within thirty (30) days after delivery of the notice, and shall be comprised of one member selected by Buyer, one member selected by Seller, and one member selected jointly by the arbitrators selected by Buyer and Seller.
- 10) **Dispute Resolution and Arbitration (Residential Customers):** Residential customers wishing to resolve a dispute may call the Public Service Commission at 1-800-342-3377
- 11) **Other:** If Buyer has a gas emergency, Buyer will call National Fuel at 800-444-3130.
- 12) **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of New York.

# **NON-RESIDENTIAL CONTRACT**



PO. Box 260  
West Seneca, NY 14224  
Phone: (716) 675-3275  
Fax: (716) 675-0614  
www.crownenergyny.com

*Proud to be the best local natural gas supplier*

### CUSTOMER DISCLOSURE STATEMENT

**Seller**  
Crown Energy Services, Inc.  
P.O. Box 260  
West Seneca, NY 14224  
Tel: (716) 675-3275  
Fax: (716) 675-0614

**Buyer**  
Customer Name  
Address  
City, State Zip Code  
Tel: (716)  
Cell: (716)

**National Fuel Account Number:** XXXXXXX-XX

**Fixed Price:** N/A

**Variable Price:** New York Mercantile Exchange (NYMEX) natural gas futures contract monthly settlement price plus \$ \_\_\_\_\_ per Mcf.

**Length of Agreement:** 1 Year

**Purchase Period:** February 1, 2018 through January 31, 2019

**Rescind Process:** You may cancel your agreement at any time before midnight of the third business day after receiving your terms & conditions by contacting Crown Energy Services, Inc. at (716) 675-3275.

**Early Termination:** You will be liable for all gas delivered to your account as well as all damages incurred by Crown in connection with early cancellation and any positions taken by Crown in the natural gas futures market with respect to any undelivered natural gas that was to be purchased at a variable price, converted price, fixed price or triggered price for you.

**Late Payment Fee:** If Buyer fails to remit the full amount payable by when it is due, a late charge of 1.5% per month shall be paid on any amounts due and not paid by the due date. Seller shall have the right to suspend deliveries of gas if any invoice is not paid within five (5) days after the due date.

**Renewal:** This agreement shall be for the initial purchase period, and shall continue to receive gas year-to-year at market price – over. Either party may terminate this Agreement by giving the other party thirty (30) days prior written notice; provided, however, that neither party may terminate this Agreement before the expiration of any Purchase Period provided for in any then effective Confirmation Letter.

**Sales Point:** National Fuel Gas Distribution Corp. New York City Gate

**Delivery Point:** National Fuel Gas Distribution Corp. New York City Gate

**Conditions under which savings to the customer are guaranteed:** N/A

**Crown Energy Services, Inc.** \_\_\_\_\_

**Customer Name** \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name Derek Hortman

Print \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## NATURAL GAS AGREEMENT

### Page 2

This agreement is made and entered into on this date, xxxxxxxx xx, 2018 between Crown Energy Services, Inc. (as agent for multiple suppliers) ("Seller") and Customer Name ("Buyer") (hereinafter jointly referred to as "Parties"). The terms applicable to this agreement are as follows:

- 1) **Terms:** The terms of this Agreement shall, unless specifically agreed to otherwise, apply to and shall be incorporated in the Confirmation Letter(s) executed between the Parties using the form attached hereto. In the event of a conflict between this Agreement and a Confirmation Letter, the Confirmation Letter shall control.
- 2) **Contract Quantities:** Seller agrees to sell and deliver, and Buyer agrees to buy and take delivery of the quantities of natural gas required at the sales point specified on the Confirmation Letter.
- 3) **Transportation:** Seller shall obtain transportation to the Sales Point on behalf of Buyer, and be responsible for the payment of all related taxes prior to the Sales Point. Utility delivery charges are the responsibility of the Buyer.
- 4) **Scheduling and Imbalance:** Seller will schedule deliveries according to Buyer's usage, as per daily delivery quantities supplied by the utility. Seller, through its balancing agreements with utilities and pipelines, will be responsible for any imbalances and related charges.
- 5) **Purchase Price:** During the term of this Agreement, Buyer will pay to seller the price specified on the applicable Confirmation Letter(s) ("Purchase Price").
- 6) **Non-Performance:** In the event of non-performance under this Agreement, the non-defaulting party, after allowing the defaulting party one (1) business day to cure, may recover damages in the amount equal to the difference between the Contract Value and the Market Value of the quantities not delivered by Seller or taken by Buyer, as the case may be. The Contract Value shall be the Purchase Price multiplied by the quantities not delivered or taken by the defaulting Party. The Market Value shall be the then current market price for delivery at the Sales Point of quantities equal to the quantities not delivered or taken by the defaulting party, as such market price is determined by the non-defaulting party in a commercially reasonable manner.
- 7) **Gas Quality and Measurement:** Seller shall sell and deliver gas that is merchantable and meets all the specifications, quality and pressure required by the receiving Transporter(s). Measurement, testing and heat content of the gas purchased hereunder shall be governed by the applicable measurement and testing procedures required by the receiving Transporter(s).
- 8) **Title and Liability:** Title to, possession of, and risk of loss of the gas will pass from the Seller (as agent) to the Buyer at the applicable Sales Point.
- 9) **Warranties:** Seller (as agent) warrants that it has good title to all gas delivered, that Seller has the right to sell such gas, and that such gas shall be free from all royalties, liens, encumbrances, and all applicable taxes that are imposed upon the production and/or removal of gas prior to passage of title.
- 10) **Force Majeure:** Non-performance of any obligation hereunder, other than the obligation to pay for gas taken, will be excused if prevented by an occurrence of Force Majeure, but only for so long as performance is prevented by such Force Majeure. The party claiming excuse will promptly advise the other party of such Force Majeure event, and shall seek to remedy the occurrence. Force Majeure will mean any event beyond the reasonable control of a Party, which prevented in whole or in part, that Party's performance or obligations hereunder. Force Majeure will include: act of God; strike; lockout; act of the public enemy; war; blockade; public riot; fire, storm, flood; freeze; explosion; governmental restraint; and any other unforeseeable uncontrollable event.
- 11) **Billing and Payment:** Seller will invoice Buyer on or before the tenth (10<sup>th</sup>) day of each month for deliveries made at the Delivery Point in the prior month. Buyer shall make payment to Seller by check at P.O. Box 260, West Seneca, NY 14224 within ten (10) days after the date of Seller's invoice, but no later than the twenty-fifth (25<sup>th</sup>) of the month following delivery. The invoice(s) shall reflect, among other things, the total volumes delivered to Buyer, and the total dollar amount due. .



## NATURAL GAS AGREEMENT

### Page 3

- 12) **Financial Responsibility:** In the event of an averse change in the financial condition of Buyer, Seller shall have the right at any time, in addition to any other remedies hereunder or pursuant to law, to require Buyer to make credit arrangements satisfactory to Seller, such as provision of an escrow account, a letter of credit, pre-payment, or other guarantee of payment or performance.
- 13) **Assignment:** Neither party shall assign this Agreement without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either party may assign or pledge this Agreement before the expiration of any Purchase Period provided for in any then effective Confirmation Letter.
- 14) **Consumer Protections and HEFPA:** The services provided by Seller are provided in the terms and conditions of this Agreement, and the Home Energy Fair Practices Act (HEFPA). Seller will provide at least fifteen (15) calendar days notice prior to a cancellation of service to Customer. In the event of nonpayment of any charges owed to Seller, Buyer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the New York State Department of Public Service (DPS). Buyer may obtain additional information by contacting Seller at 1-716-675-3275 or 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: <http://www.dps.state.ny.us>. The DPS will monitor complaints against all energy companies, and an excessive number may result in an energy company no longer being eligible to supply natural gas or electricity in New York State. The DPS Complaint telephone number is 1-888-697-7728.
- 15) **Dispute Resolution and Arbitration:** The parties shall attempt in good faith to resolve or cure all disputes arising under or related to this Agreement by mutual agreement. Should Buyer have a complaint about Seller's service, please call Roger J. Peck, Jr., President of Crown Energy Services, Inc. at (716) 675-3275, or write the Seller at the address provided above. Seller will attempt to resolve complaints amicably within thirty (30) days of receiving written notification detailing your complaint. Alternatively, any party wishing to resolve or cure a dispute shall give notice to the other party. Within five (5) days after delivery of such notice, a senior officer of each party shall meet to discuss and attempt to resolve or cure such dispute. If they are unable to do so within ten (10) days after the delivery of such notice, the parties shall attempt to settle said controversy through the process of non-binding mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association. Should the parties fail to reach a mutually acceptable resolution through mediation, the dispute shall be referred to an arbitration panel of three (3) persons having knowledge and experience in connection with similar gas supply agreements for resolution. The panel shall be selected within thirty (30) days after delivery of the notice, and shall be comprised of one member selected by Buyer, one member selected by Seller, and one member selected jointly by the arbitrators selected by Buyer and Seller.
- 16) **Other:** If Buyer has a gas emergency, Buyer will call National Fuel at 800-444-3130.
- 17) **Governing Law:** This Agreement shall be governed and construed in accordance with the laws of the State of New York.

**Crown Energy Services, Inc.**

**Customer Name**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name Derek Hortman

Print \_\_\_\_\_

Title: Vice President

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



P.O. Box 260  
West Seneca, NY 14224  
Phone: (716) 675-3275  
Fax: (716) 675-0614  
www.crownenergyny.com

*Proud to be the best local natural gas supplier*

**ABC Company**  
123 Main Street  
West Seneca, NY 14224

Natural Gas Invoice  
January 2015

Invoice # 06-12- XXXXXXXX-XX

Invoice Date: 2/10/2015

Burner Tip Usage 0 ccf

Price per CCF \$.XXXX

**Total Gas Charges \$XXX.XX**

**NFG Delivery Charges \$XXX.XX**

Sales Tax 8.75% \$0.00

**Current Month Charges \$0.00**

PAST DUE: \$0.00

Late Charge: \$0.00

**Total Due: \$0.00**

**Payment Due Date: February 21, 2015**

Nymex Close \$X.XXX

Please Send Payment to: Crown Energy Services, Inc.  
PO Box 260  
West Seneca, NY 14224-0260

Payments are accepted by Crown Energy Services, Inc.  
as agent for multiple independent producers and suppliers.

ALWAYS REPORT ANY SAFETY PROBLEMS, SUCH AS A  
NOTICEABLE GAS ODOR OR SUSPECTED GAS LEAK,  
IMMEDIATELY TO NATIONAL FUEL'S 24-HOUR  
EMERGENCY PHONE NUMBER: 1-800-444-3130



## **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. ("ESCO name") authorized by the customer to receive the information.

1. ESCO NAME 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. ESCO NAME 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 ESCO NAME obtained proper customer authorization if ESCO NAME is eligible to provide service and submits a valid information request.
3. ESCO NAME shall retain, for a minimum of two years, verifiable proof of authorization for each customer. Verification records shall be provided by ESCO NAME, 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 ESCO NAME.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access ESCO NAME to information about the customer.
5. ESCO NAME shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-no-call registries.

### **Customer Information Provided to ESCO NAME** <sup>1</sup>

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<sup>1</sup> Upon enrollment of a customer, ESCO NAME 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 ESCO NAME issuing consolidated bills is entitled to receive billing information, in accordance with UBP Section 9, Billing and Payment Processing.

*1. Release of Information.* A distribution utility and a MDSP shall use the following practices for transferring customer information to ESCO NAME .

a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of ESCO NAME 's enrollment request and the information in the Customer Contact Information Set and the Credit Information Set, upon ESCO NAME 's request.

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 ESCO NAME 's request, consumption history for the customer's electric account. Consumption history<sup>3</sup> 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;<sup>4</sup> 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 ESCO NAME 's enrollment request, a distribution utility shall provide the following billing information for an electric account, as applicables:

- 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.<sup>6</sup>

*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 ESCO NAME's electronic or written affirmation that the customer provided authorization for release of the information to ESCO NAME . 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 ESCO NAME 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 ESCO NAME'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**

ESCO NAME, 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, ESCO NAME shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

<sup>4</sup> 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.

<sup>5</sup> 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.



**ESCO Co. will institute the following procedures to prevent slamming and cramming:**

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

# PAST DUE REMINDER NOTICE

Customer Name \_\_\_\_\_

Premise Address \_\_\_\_\_

Account Number \_\_\_\_\_

On MM/DD/YY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$0.00 by MM/DD/YY and regular payments of \$0.00 in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (xxx) xxx-xxxx because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxx-xxxx.

The total amount owed to National Fuel Gas for this account as of MM/DD/YY is \$0.00.

# QUARTERLY BILLING PLAN

Customer Name \_\_\_\_\_

Premise Address \_\_\_\_\_

Account Number \_\_\_\_\_

Under this plan, National Fuel Gas agrees to provide services in return for your agreement to make payments according to terms of this Plan.

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

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

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

( ) Yes. I would like quarterly billing.

Return one completed copy to National Fuel Gas by MM/DD/YY

# ASSET EVALUATION FORM

## Confidential Evaluation of Customer's Ability to Pay

Employer Name, Address and Phone Number

\_\_\_\_\_

What is your monthly income? \_\_\_\_\_

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

\_\_\_\_\_

Please list all checking and savings accounts and balances

Savings: \_\_\_\_\_ Checking: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Do you own your own home, or do you rent? \_\_\_\_\_

What is your monthly mortgage, or rent payment? \_\_\_\_\_

List other assets (i.e. stocks, bonds etc) \_\_\_\_\_

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

\_\_\_\_\_

Identify all other monthly expenditures by amount:

Food expenses \_\_\_\_\_

Medical expenses \_\_\_\_\_

Telephone bills \_\_\_\_\_

Utility bills \_\_\_\_\_

Mandatory loan/credit card payments \_\_\_\_\_

Other: \_\_\_\_\_



**Crown Energy Services, Inc.**  
**Marketing Training**  
**and**  
**Quality Assurance Program**

# **Crown Energy Services, Inc. Marketing Training and Quality Assurance Program**

## **I. Introduction**

The goal of **Crown Energy Services, Inc.** is to empower customers with the ability to make informed choices regarding the energy products and services offered by **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

The **Crown Energy Services, Inc.** Marketing Training and Quality Assurance Program ("Program") provides the requisite training and review standards that will govern the operation of **Crown Energy Services, Inc.'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 **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.**, including details of **Crown Energy Services, Inc.’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 **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.**
  2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of **Crown Energy Services, Inc.**
  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 **Crown Energy Services, Inc.** photo-ID.
5. The representative should never represent that the **Crown Energy Services, Inc.** 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.

**Crown Energy Services, Inc.** 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**

**Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.'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. **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.**
5. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
6. **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** or an automated voice verification system owned and operated by **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** or to continue or modify the service they receive from **Crown Energy Services, Inc.**
7. **Crown Energy Services, Inc.** 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. **Crown Energy Services, Inc.** will work with the representative to address any identified deficiency. **Crown Energy Services, Inc.** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** as required under the UBP, using Sales Agreement forms that have been previously reviewed by **Crown Energy Services, Inc.** counsel and submitted to the NYS Department of Public Service (Department).
9. **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** or to continue or modify the service they receive from **Crown Energy Services, Inc.**.
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 **Crown Energy Services, Inc.**
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, **Crown Energy Services, Inc.** will send an electronic confirmation notice to the customer at the customer's e-mail address.
7. **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** photo-ID; provide a copy of the ESCO Consumer Bill of Rights; the salesperson shall inform the customer that he/she represents **Crown Energy Services, Inc.**, 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 **Crown Energy Services, Inc.'s** products and services immediately upon request which shall include **Crown Energy Services, Inc.'s** name and telephone number for inquiries, 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 **Crown Energy Services, Inc.'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 **Crown Energy Services, Inc.** or an automated voice verification system owned and operated by **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** or continue or modify the service they receive from **Crown Energy Services, Inc.** **Crown Energy Services, Inc.** will design and review the script used for such DTD verification.
10. **Crown Energy Services, Inc.** 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. **Crown Energy Services, Inc.** will work with the representative to address any identified deficiency. **Crown Energy Services, Inc.** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Crown Energy Services, Inc.'s** quality control standards.
11. **Crown Energy Services, Inc.** 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. **Crown Energy Services, Inc.** will work with the representative to address any identified deficiency. **Crown Energy Services, Inc.** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Crown Energy Services, Inc.'s** quality control standards.
12. **Crown Energy Services, Inc.** will design and review the marketing script and verifications to be used for all DTD sales solicitations.
13. **Crown Energy Services, Inc.** will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with **Crown Energy Services, Inc.**
14. The DTD salesperson shall be required to wear a shirt and/or jacket provided by **Crown Energy Services, Inc.** that contains the **Crown Energy Services, Inc.** logo and otherwise dress in a neat and presentable manner.

15. The DTD salesperson shall be required to wear in a conspicuous location the **Crown Energy Services, Inc.** photo-ID.

**D. In Person Marketing (other than DTD)**

1. **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.**
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. **Crown Energy Services, Inc.** 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. **Crown Energy Services, Inc.** will work with the representative to address any identified deficiency. **Crown Energy Services, Inc.** will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with **Crown Energy Services, Inc.'s** quality control standards.
5. Copies of all Sales Agreements will be provided to each customer that is enrolled by **Crown Energy Services, Inc.** as required under the UBP, using Sales Agreement form that have been previously reviewed by **Crown Energy Services, Inc.** counsel and submitted to the Department, that are designed to comply with UBP Section 5, Attachment 3 A-B.
6. **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** 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. **Crown Energy Services, Inc.** 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. **Crown Energy Services, Inc.** will employ direct mail solicitations that are consistent with the UBP and applicable law.

#### **F. External Marketing**

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

1. **Crown Energy Services, Inc.** will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of **Crown Energy Services, Inc.**
2. **Crown Energy Services, Inc.** will require the provision of at least two references.
3. **Crown Energy Services, Inc.** will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. **Crown Energy Services, Inc.** will provide the vendor **Crown Energy Services, Inc.'s** written training materials.
5. **Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.**

7. Vendors retained by **Crown Energy Services, Inc.** must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
8. **Crown Energy Services, Inc.** 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**

**Crown Energy Services, Inc.** 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 **Crown Energy Services, Inc.** 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, **Crown Energy Services, Inc.** will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.
4. **Crown Energy Services, Inc.** 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, **Crown Energy Services, Inc.** 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**

**Crown Energy Services, Inc.** 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.

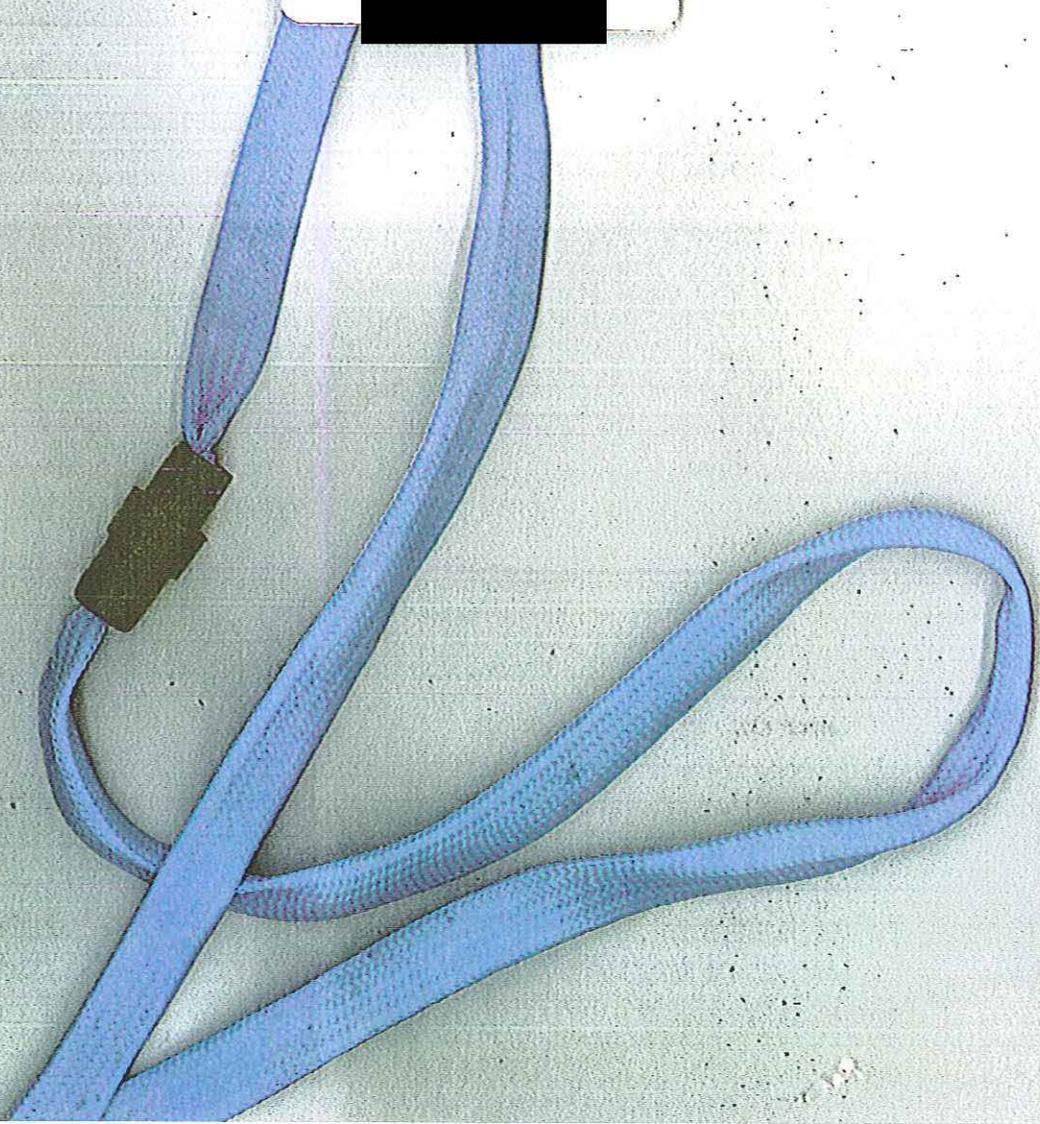
## **VI. Modification**

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



**CROWN**  
ENERGY  
SERVICES, INC.

**716-675-3275**





**ESCO Co. LLC**

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

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and ESCO Co. LLC, all of ESCO Co. 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 \_\_\_\_\_.



## NOTICE OF ASSIGNMENT

Customer Name \_\_\_\_\_ For Service at: \_\_\_\_\_  
Customer Account Number \_\_\_\_\_

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

ESCO  
Street  
City, New York Zip  
Phone  
email.com



Date

Customer Name  
Customer Address  
City, State, Zip

Account Number

**Re: Discontinuance of Service**

Dear (Customer),

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

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

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

Sincerely,

Customer Service  
Crown Energy Services, Inc.  
Post Office Box 260  
West Seneca, New York 14224

/was



**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 2/12/15

Company Name Crown Energy Services, Inc.

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

President Rory J. Peck Jr. President / CEO  
Mailing Address Crown Energy Services Inc PO Box 260,  
West Seneca, New York 14224

Email Address \_\_\_\_\_  
Phone Number (716) 675-3275 Fax Number (716) 675-0614

Vice President / Director of Customer Service Derek Hartman  
Mailing Address Crown Energy Services Inc, P.O. Box 260,  
West Seneca, NY 14224

Email Address Derek@CrownEnergyNY.com  
Phone Number (716) 675-3275 Fax Number (716) 675-0614

Primary Regulatory Complaint Manager Derek Hartman  
Mailing Address \_\_\_\_\_

Same as above

Email Address \_\_\_\_\_  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Secondary Regulatory Complaint Manager Eileen M. Dickinson  
Mailing Address Same as above

Email Address Eileen@CrownEnergyNY.com  
Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

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

Email: info@CrownEnergyNY.com Fax: (716) 675-0614



**CONFIDENTIAL**  
***Evaluation of Customer's Ability To Pay***

---

1. Employer Name, Address and Phone Number

---

---

2. What is your monthly income?

---

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

---

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

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---

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

---

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---

---

6. Do you own your home or do you rent? \_\_\_\_\_

7. What is your monthly mortgage or rent payment? \_\_\_\_\_

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

---

---

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

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---

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10. Identify all other monthly expenditures by amount:

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



## BUDGET BILLING PLAN

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Account# \_\_\_\_\_

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

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

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

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

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

## BUDGET BILLING PLAN

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

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

**Yes! I would like Budget Billing:**

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



## Residential Payment Agreement

Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Account# \_\_\_\_\_

The total Amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is \$XX.XX.

[UTILITY NAME] is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, [UTILITY NAME] may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, [UTILITY NAME] may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call [UTILITY NAME] at 1-800-XXX-XXXX.**

Payment of Outstanding Balance:

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

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

**Yes! I would like Budget Billing**

**Acceptance of Agreement:**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This agreement has been accepted by [UTILITY NAME]. If you and [UTILITY NAME] cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

**Return one copy of this agreement signed, with the down payment, by MM/DD/YYYY. If it is not signed and returned, your service may be terminated.**

**FINAL SUSPENSION NOTICE**

**DATE**



Customer Name  
Address  
City, State, Zip  
Account#

Dear (customer name):

**YOUR NATURAL GAS SERVICE IS SUBJECT TO SUSPENSION after MM/DD/YY.**

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

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

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

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

Sincerely,

Crown Energy Services, Inc.  
Credit and Collections  
Post Office Box 260  
West Seneca, New York 14224  
Tel (716) 675-3275  
Fax (716) 675-0614  
[Info@crownergyny.com](mailto:Info@crownergyny.com)



**FINAL TERMINATION NOTICE**

**DATE**

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Account# \_\_\_\_\_

Dear (customer name):

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

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

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

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

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

Sincerely,

[UTILITY NAME]  
Credit and Collections



**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS**  
**INABILITY TO PAY**

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

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Account#: \_\_\_\_\_

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