

ESCO Retail Access Application Form
Windrose Power and Gas, LLC



Windrose
Power and Gas, LLC

Telephone: (281) 364-8382
Fax: (281) 681-1781
Email: customercare@windroseenergy.com
2203 Timberloch, Suite 213
The Woodlands, TX 77380

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Item #1 - Retail Access Application Form

New York State Department of Public Service

**Energy Service Company (ESCO)
RETAIL ACCESS APPLICATION FORM**

New ESCO Applications should be submitted in DMM matter **15-00555**.
Current ESCOs updating information should file in DMM matter **14-02554**.

To register for an e-filer user account, please visit:

<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/CC256BE982C58CF785257687006F39CE?OpenDocument>

Use additional sheets as necessary

1. Business Information

Business Name: Windrose Power and Gas, LLC
Address: 2203 Timberloch, Suite 213
City: The Woodlands State: TX ZIP: 77380
Telephone: (281) 364-8382 Fax: (281) 681-1781

If you intend to market your services under other name(s) (e.g., d/b/a, alias) please list here:
d/b/a Windrose Energy

Do you currently have any energy affiliates (including subsidiaries) located or operating within New York State? YES NO

If yes, please provide the contact information for any entity with an ownership interest of 10 percent or more in the company(ies) listed above?

Business Name: N/A
Contact Person: _____
Address: _____
City: _____ State: _____ ZIP: _____
Telephone: _____ Fax: _____
Email: _____

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, please provide the following information:

Name: N/A
Title: _____
Name: _____
Title: _____
Name: _____
Title: _____

2. Contact Information

Executive Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Executive Contact:

Name: Thomas K. Strickland
Title: Member
Address: 2203 Timberloch, Suite 213
City: The Woodlands State: TX ZIP: 77380
Telephone: (281) 731-4430 Fax: (281) 681-1781
Email: strick@windroseenergy.com

Regulatory Contact (INFORMATION REQUIRED)

THE REGULATORY CONTACT WILL RECEIVE ALL CORRESPONDENCE REGARDING COMPLIANCE FILINGS.

Please provide the contact information for the person designated as the Regulatory Contact:

Name: Thomas K. Strickland
Title: Member
Address: 2203 Timberloch, Suite 213
City: The Woodlands State: TX ZIP: 77380
Telephone: (281) 731-4430 Fax: (281) 681-1781
Email: strick@windroseenergy.com

Marketing Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Marketing Contact:

Name: Thomas K. Strickland
Title: Member
Address: 2203 Timberloch, Suite 213
City: The Woodlands State: TX ZIP: 77380
Telephone: (281) 731-4430 Fax: (281) 681-1781
Email: strick@windroseenergy.com

Public Information for Power to Choose Website (INFORMATION REQUIRED)

Marketing web page: www.windroseenergy.com
Customer Service Email: customercare@windroseenergy.com
Toll Free Number: (800) 483-1836

Vendor Contact (IF APPLICABLE)

Please provide the following contact information for vendors you intend to use (e.g., EDI):

Vendor Name: Latitude Technologies (EDI vendor)
Address: 3345 Silverstone Drive, Suite A
City: Plano State: TX ZIP: 75023
Contact Name: Leigh Spangler
Telephone: (972) 519-5451 Fax: _____
Email: _____

3. Eligibility Filing Requirements

REQUIRED OF NEW APPLICANTS AND THOSE COMPLETING TRIENNIAL COMPLIANCE ONLY

Incomplete Applications, including eligibility filing requirements, will not be processed

The following must be provided with your completed application:

- Copy, and proof of acceptance, of your registration with the NYS Department of State
- Comprehensive copy of your standard Sales Agreement(s), including presentation of Customer Disclosure Statement
- Marketing Representative ID Badge
- Marketing Standards Quality Assurance Plan
- Sample forms of notices to be sent upon:
 - Assignment of sales agreements
 - Discontinuance of service
 - 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 informational and promotional materials used for mass marketing purposes
- HEFPA documents, if providing energy supply to residential customers
 - Residential Payment Agreement
 - Asset Evaluation
 - Budget Billing Plan
 - Quarterly Billing
 - Past Due Reminder
 - Notification to Social Services of Customer Inability to Pay
 - Final Termination Notice
 - Final Suspension Notice
- Internal procedures for the prevention of slamming or cramming
- A list of entities, including contractors and sub-contractors, that will market on behalf of your ESCO.
- Attestation that you will comply with the requirements of New York State's Environmental Disclosure Program, if you intend to serve electric customers
- NYS DPS Office of Consumer Services Service Provider Form

If any information required with this application package is not enclosed, please attach a detailed explanation, and when it will be provided.

4. Identify the Types and Locations of Markets

Place an "x" in the applicable cells of the table 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.

The designation "N/A" indicates that either a commodity or billing option is not available in a specific

Utility	Customer Markets		Commodity		Billing Options		
	Residential	Nonresidential	Natural Gas	Electricity	Utility Rate Ready Consolidated	Utility Bill Ready Consolidated	Single Retailer
Central Hudson	X	X	X	X	X	N/A	N/A
Con Edison	X	X	X	X	X	N/A	N/A
Corning NG	X	X	X	N/A	N/A	N/A	N/A
LIPA	X	X	N/A	X	N/A	N/A	N/A
Natl. Grid (Downstate)	X	X	X	N/A	N/A	X	N/A
Natl. Grid (Upstate)	X	X	X	X	X	N/A	N/A
NFG	X	X	X	N/A	X	N/A	
NYSEG	X	X	X	X	N/A	X	N/A
O&R	X	X	X	X	X	N/A	N/A
RG&E	X	X	X	X	N/A	X	N/A
St. Lawrence	X	X	X	N/A	N/A	N/A	N/A

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 Thomas K Strickland Print Name Thomas K. Strickland

Title Member Date 2/12/16

Item #2 - Windrose Energy, LLC registration with the New York State
Department of State

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through December 16, 2015.

Selected Entity Name: WINDROSE POWER AND GAS, LLC

Selected Entity Status Information

Current Entity Name: WINDROSE POWER AND GAS, LLC

DOS ID #: 4861910

Initial DOS Filing Date: DECEMBER 10, 2015

County: ALBANY

Jurisdiction: TEXAS

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

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

REGISTERED AGENTS INC
90 STATE STREET, SUITE 700
OFFICE 40
ALBANY, NEW YORK, 12207

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
DEC 10, 2015	Actual	WINDROSE POWER AND GAS, 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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Item #3 - Standard Residential Sales Agreements including Customer
Disclosure Statements

- a. Gas
- b. Electricity



Windrose
Power and Gas, LLC

Telephone: (281) 364-8382
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Email: customer@windroseenergy.com
2203 Timberloch, Suite 213
The Woodlands, TX 77380

**RESIDENTIAL NATURAL GAS SALES AGREEMENT
New York**

Customer Name ("Customer"):	
Mailing Address:	Billing Address (if different):
Contact Name:	Phone:
Fax:	Email:
Utility/Local Distribution Company ("Utility" or "LDC"):	Utility Account Number(s):
Select Plan: <input type="checkbox"/> Variable Price Plan <input checked="" type="checkbox"/> Flex Price Plan <input type="checkbox"/> Fixed Price Plan	

CUSTOMER DISCLOSURE STATEMENT	
Price	Variable Price is subject to change each month. Flex Price is a set price of \$___ per therm up to monthly usage limit of ___ therms; additional therms will be charged the Variable Price. Fixed Price is a set price of \$___ per therm.
Variable Price, Fixed Price - How the price is determined	Variable Price reflects the wholesale cost of gas each month (including commodity, capacity, storage and balancing), transportation, market price factors, all applicable taxes and fees, and Windrose's costs, expenses and margin. Flex Price includes all of the above stated price comments, but will remain at the above-set rate unless customer usage in a given month exceeds the above-set limit. In that case, the additional therms will be charged the Variable Price. The Fixed Price includes all the above stated price components and will not change throughout the Term of the Agreement. All prices exclude Utility charges.
Agreement Term	The Initial Term of this Agreement will be for ___ month(s) beginning on the first available date that your Account is successfully enrolled with your LDC.
Process Customer may use to rescind this Agreement without penalty	Customer may rescind this Agreement by calling Windrose at (800) 483-1836 within three (3) business days of executing this Agreement (if executed in person), or within three (3) business days of receipt of confirmation of this Agreement (if enrolled via a telephonic or Internet-based sale) with no termination fee.
Amount of Early Termination Fee and method of calculation	No early termination fee for Variable Price Agreement. For Flex and Fixed Price Agreements, termination fee will equal \$5 per month for every month remaining on a contract, not to exceed \$50 total.
Late Payment Fee and method of calculation	Customer agrees to pay each invoice in full on or before due date or be subject to a late payment charge of 1.5% per month.
Provisions for renewal of this Agreement	All Variable Price Agreements will automatically renew on a month-to-month basis for a subsequent ___ month term ("Renewal Term") and can be cancelled at any time. All Flex Price and Fixed Price Agreements will automatically renew under the Variable Price terms and conditions of this Agreement unless Windrose obtains Customer's authorization (written or verifiable oral) agreeing to a different set of terms 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"). Flex and Fixed Price customers will have three (3) business days from receipt of the first billing statement of Renewal Term to reject renewal terms, canceling renewal agreement.

By entering into this Agreement, Customer agrees the terms above (along with the attached Terms and Conditions) and authorizes Windrose Power and Gas, LLC to act as Customer's agent in dealing with the Utility.

WINDROSE POWER AND GAS, LLC	CUSTOMER
Signed By:	Signed By:
Name:	Name:
Date:	Date:

Terms and Conditions

Agreement to Sell and Purchase Natural Gas - This is an Agreement between Windrose Power and Gas, LLC ("Windrose", "Seller", "we", or "us") and the undersigned customer (Customer, "you", or "your"), jointly, the parties ("Parties"), under which Customer will initiate natural gas supply service and begin enrollment with Windrose (the "Agreement"). Subject to the terms and conditions of this Agreement, Windrose agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Windrose, necessary to meet Customer's requirements based upon consumption data obtained by Windrose or the delivery schedule of the Local Distribution Company (the "LDC" or "Utility"). The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Windrose or the LDC's delivery schedule. The LDC will continue to deliver the gas supplied by Windrose.

Customer Acknowledgements - Customer acknowledges the following:

- That any sales representative with whom Customer has spoken represents Windrose and is not from the Utility;
- That you are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account;
- That your Utility will continue to deliver your natural gas and provide you with your natural gas bill unless otherwise agreed to in writing; and
- That you have received the ESCO Consumers Bill of Rights.

Term - This Agreement will commence as of the date Customer's notice regarding the change of Customer's provider to Windrose is deemed effective by the LDC, and will continue for the term specified (the "Initial Term"). For Variable Price customers this Agreement will automatically renew on a month-to-month basis at the same terms. There is no early termination fee for Variable Price customers. For Flex and Fixed Price customers, this Agreement will automatically renew on a month-to-month basis under this Agreement's Variable Price terms and conditions, including price, unless Windrose 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 termination 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 (800) 483-1836. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call us at (800) 483-1836 or call their delivery company to terminate the agreement.

Price - The price for all natural gas sold under this Agreement will be calculated as described in the Customer Disclosure Statement. Windrose 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, Windrose may terminate this Agreement upon 15 calendar days' written notice to Customer.

Billing and Payment - Customer may receive a single bill for both commodity and delivery costs from either Windrose or the LDC, or the LDC and Windrose may each invoice Customer separately.

Failure to make full payment of Windrose charges due on any consolidated bill prepared by the LDC for Windrose will be grounds for disconnection of utility services and commodity service in accordance with New York State Department of Public Service ("DPS") rules and regulations on the termination of service. Customer payments remitted in response to a consolidated bill will be pro-rated (when so required) in accordance with procedures adopted by the DPS. A \$35 fee will be charged for all returned payments. If any payments made by you directly to us are rejected two (2) times in a one-year period, the only form of payment acceptable will be a certified check, money order or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.

Customer Agent - Customer authorizes Windrose 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. Windrose will act on Customer's behalf to provide coordination functions hereunder, including, but not limited to nominating, scheduling and balancing.

Delivery Point, Title, and Taxes - All natural gas sold pursuant to this Agreement will be delivered to a location ("Point of Delivery"), which will constitute the point at which the sale occurs and title to the energy passes to you from us. For natural gas, the Point of Delivery will be a location outside the State of New York as selected by Windrose. 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 Windrose.

Consumer Protections - The services provided by Windrose to Customer are governed by the terms and conditions of this Agreement and the Home Energy Fair Practices Act (HEFPA). Windrose will provide at least 15 calendar days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Windrose at (800) 483-1836 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.

Termination - Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take several billing cycles for Customer to return to the LDC for commodity supply service. Customer remains liable for all Windrose 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 true-up when the final meter reading is provided. If we terminate this Agreement due to breach or nonpayment, you may be charged an early termination fee ("Early Termination Fee"), as specified in the Customer Disclosure Statement or as listed in the Renewal Notice, in addition to any energy charges you may already owe. An Early Termination Fee will become due and payable immediately upon the effective date of the termination of service to the account(s).

Contact Us - You may contact Windrose Power and Gas, LLC Customer Service Department at (800) 483-1836 between 8:00 a.m. – 5 p.m. ET Monday–Friday. Hours subject to change. You may write to us at: Windrose Power and Gas, LLC, 2203 Timberloch, Suite 213, The Woodlands, TX 77380, or email us at customercare@windroseenergy.com.

Terms and Conditions

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

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 Windrose transportation capacity, or Customer's LDC appropriation of natural gas, etc., the Parties agree that such non-performance will 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 - Our liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. All other remedies at law or in equity are hereby waived. In no event will we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims, lost profits or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise any cause of action or claim for any liability, arising from a breach of this Agreement.

Dispute Resolution - In the event of a billing dispute or a disagreement involving Windrose Power and Gas's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Windrose 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 - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Windrose's prior written consent. We may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Windrose Power and Gas, LLC, or any other approved ESCO or other entity authorized by the DPS. This Agreement will be binding on each party's successors and legal assigns.

Governing Law - 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 Windrose is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Windrose will have the right to cancel this Agreement on 15 calendar days' notice to Customer.

Information Release Authorization - You authorize Windrose to obtain and review information regarding your credit history from credit reporting agencies and the following information from the Utility: your consumption history; billing determinant; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer 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 us to determine whether we will commence and/or continue to provide energy supply service to you and will not be disclosed to a third-party unless required by law. The Enrollment Consent or execution of this Agreement will be deemed to represent your authorization for the release of this information to us. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to us or calling Windrose at (800) 483-1836. reserves the right to cancel this Agreement on 15 calendar days' notice in the event you rescind such authorization.

Measurement - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of natural gas as supplied and reported by the Utility.

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

Delay or Failure to Exercise Rights - No partial performance, delay or failure on our part 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.

Taxes and Laws - Except as otherwise provided in this Agreement or by law, all taxes due and payable with respect to your performance of your obligations under this Agreement, shall be paid by the Customer. Any lawful tax exemption will only be recognized on a prospective basis from the date that you provide valid tax-exemption certificates to us.

Natural Gas Emergencies - In the event of a natural gas emergency or service interruption, contact your local Distribution Utility ("Utility") at one of the telephone numbers listed below. You should also contact your local emergency personnel.

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



Telephone: (281) 364-8382
 Fax: (281) 681-1781
 Email: customer@windroseenergy.com
 2203 Timberloch, Suite 213
 The Woodlands, TX 77380

RESIDENTIAL ELECTRICITY SALES AGREEMENT New York

Customer Name ("Customer"):	
Mailing Address:	Billing Address (if different):
Contact Name:	Phone:
Fax:	Email:
Utility/Local Distribution Company ("Utility" or "LDC"):	Utility Account Number(s):
Select Plan: <input type="checkbox"/> Variable Price Plan <input checked="" type="checkbox"/> Flex Price Plan <input type="checkbox"/> Fixed Price Plan	

CUSTOMER DISCLOSURE STATEMENT	
Price	Variable Price is subject to change each month. Flex Price is a set price of \$ <input type="text"/> per kWh up to monthly usage limit of <input type="text"/> kWhs; additional kWhs will be charged the Variable Price. Fixed Price is a set price of \$ <input type="text"/> per kWh.
Variable Price, Fixed Price - How the price is determined	Variable Price reflects the wholesale cost of electricity each month, market price factors, all applicable taxes and fees, and Windrose's costs, expenses and margin. Flex Price includes all of the above stated price components, but will remain at the above-set rate unless customer usage in a given month exceeds the above-set limit. In that case, the additional kWhs will be charged the Variable Price. Fixed Price includes all the above stated price components and will not change throughout the Term of the Agreement. All prices exclude Utility charges.
Agreement Term	The Initial Term of this Agreement will be for <input type="text"/> month(s) beginning on the first available date that your Account is successfully enrolled with your LDC.
Process Customer may use to rescind this Agreement without penalty	Customer may rescind this Agreement by calling Windrose at (800) 483-1836 within three (3) business days of executing this Agreement (if executed in person), or within three (3) business days of receipt of confirmation of this Agreement (if enrolled via a telephonic or Internet-based sale) with no termination fee.
Amount of Early Termination Fee and method of calculation	No early termination fee for Variable Price Agreement. For Flex and Fixed Price Agreements, termination fee will equal \$5 per month for every month remaining on a contract, not to exceed \$50 total.
Late Payment Fee and method of calculation	Customer agrees to pay each invoice in full on or before due date or be subject to a late payment charge of 1.5% per month.
Provisions for renewal of this Agreement	All Variable Price Agreements will automatically renew on a month-to-month basis for a subsequent <input type="text"/> month term ("Renewal Term") and can be cancelled at any time. All Flex Price and Fixed Price Agreements will automatically renew under the Variable Price terms and conditions of this Agreement unless Windrose obtains Customer's authorization (written or verifiable oral) agreeing to a different set of terms 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"). Flex and Fixed Price customers will have three (3) business days from receipt of the first billing statement of Renewal Term to reject renewal terms, canceling renewal agreement.

By entering into this Agreement, Customer agrees the terms above (along with the attached Terms and Conditions) and authorizes Windrose Power & Gas, LLC to act as Customer's agent in dealing with the Utility.

Windrose Power & Gas, LLC	CUSTOMER
Signed By:	Signed By:
Name:	Name:
Date:	Date:

Terms and Conditions

Agreement to Sell and Purchase Electricity - This is an Agreement between Windrose Power & Gas, LLC ("Windrose", "Seller," "we," or "us") and the undersigned customer ("Customer," "you," or "your"), jointly, the Parties ("Parties"), under which Customer will initiate electricity supply service and begin enrollment with Windrose (the "Agreement"). Subject to the terms and conditions of this Agreement, Windrose agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the quantity of electricity as estimated by Windrose, necessary to meet Customer's requirements based upon consumption data obtained by Windrose or the delivery schedule of the Local Distribution Company (the "LDC" or "Utility"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Windrose or the LDC's delivery schedule. The LDC will continue to deliver the electricity supplied by Windrose.

Customer Acknowledgements - Customer acknowledges the following:

- That any sales representative with whom Customer has spoken represents Windrose and is not from the Utility;
- That you are the Customer whose name is on the account, the spouse of the account holder, or over 18 and authorized to make decisions concerning the account;
- That your Utility will continue to deliver your electricity and provide you with your electricity bill unless otherwise agreed to in writing; and
- That you have received the ESCO Consumers Bill of Rights.

Term - This Agreement will commence as of the date Customer's notice regarding the change of Customer's provider to Windrose is deemed effective by the LDC, and will continue for the term specified (the "Initial Term"). For Variable Price customers this Agreement will automatically renew on a month-to-month basis at the same terms. There is no early termination fee for Variable Price customers. For Flex Price and Fixed Price customers, this Agreement will automatically renew on a month-to-month basis under this Agreement's Variable Price terms and conditions, including price, unless Windrose 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 termination 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 (855) 666-1566. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call us at (855) 666-1566 or call their delivery company to terminate the agreement.

Price - The price for all electricity under this Agreement will be calculated as described in the Customer Disclosure Statement. Windrose will invoice Customer monthly for electricity 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, Windrose may terminate this Agreement upon 15 calendar days' written notice to Customer.

Billing and Payment - Customer may receive a single bill for both commodity and delivery costs from either Windrose or the LDC, or the LDC and Windrose may each invoice Customer separately. Failure to make full payment of Windrose charges due on any consolidated bill prepared by the LDC for Windrose will be grounds

for disconnection of utility services and commodity service in accordance with New York State Department of Public Service ("DPS") rules and regulations on the termination of service. Customer payments remitted in response to a consolidated bill will be pro-rated (when so required) in accordance with procedures adopted by the PSC. A **\$35** fee will be charged for all returned payments. If any payments made by you directly to us are rejected two (2) times in a one-year period, the only form of payment acceptable will be a certified check, money order or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment.

Consumer Protections - The services provided by Windrose to Customer are governed by the terms and conditions of this Agreement and the Home Energy Fair Practices Act (HEFPA). Windrose will provide at least 15 calendar days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting Windrose at (800) 483-1836 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.

Termination - Customer acknowledges that in the event of a cancellation or termination of this Agreement, it may take several billing cycles for Customer to return to the LDC for commodity supply service. Customer remains liable for all Windrose 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 true-up when the final meter reading is provided. If we terminate this Agreement due to breach or nonpayment, you may be charged an early termination fee ("Early Termination Fee"), as specified in the Customer Disclosure Statement or as listed in the Renewal Notice, in addition to any energy charges you may already owe. An Early Termination Fee will become due and payable immediately upon the effective date of the termination of service to the account(s).

Contact Us - You may contact Windrose Power & Gas, LLC Customer Service Department at (800) 483-1836 between 8:00 a.m. - 5 p.m. ET Monday-Friday. Hours subject to change. You may write to us at: Windrose Power & Gas, LLC, 2203 Timberloch, Suite 213, The Woodlands, TX 77380, or e-mail us at customer@windroseenergy.com.

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

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, etc., the Parties agree that such non-performance will 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 electricity under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

Terms and Conditions

Liability - Our liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. All other remedies at law or in equity are hereby waived. In no event will we be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims, lost profits or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise any cause of action or claim for any liability, arising from a breach of this Agreement.

Dispute Resolution - In the event of a billing dispute or a disagreement involving Windrose Power & Gas's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Windrose 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 New York State Department of Public Service ("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 - You may not assign this Agreement, in whole or in part, or any of your rights or obligations without Windrose's prior written consent. We may, without your consent: (a) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; or (b) transfer or assign this Agreement, in whole or in part, to an ESCO affiliate of Windrose Power & Gas, LLC, or any other approved ESCO or other entity authorized by the DPS. This Agreement will be binding on each party's successors and legal assigns.

Governing Law - 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 Windrose is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion Windrose will have the right to cancel this Agreement on 15 calendar days' notice to Customer.

Information Release Authorization - You authorize Windrose to obtain and review information regarding your credit history from credit reporting agencies and the following information from the Utility: your consumption history; billing determinant; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer 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 us to determine whether we will commence and/or continue to provide energy supply service to you and will not be disclosed to a third-party unless required by law. The Enrollment Consent or execution of this Agreement will be deemed to represent your authorization for the release of this information to us. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to us, or call Windrose at (800) 483-1836. Windrose reserves the right to cancel this Agreement on 15 calendar days' notice in the event you rescind such authorization.

Measurement - Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement of electricity as supplied and reported by the Utility.

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

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

Taxes and Laws - Except as otherwise provided in this Agreement or by law, all taxes due and payable with respect to your performance of your obligations under this Agreement, will be paid by the Customer. Any lawful tax exemption will only be recognized on a prospective basis from the date that you provide valid tax-exemption certificates to us.

Electricity Emergency - In the event of an electricity emergency or service interruption, contact your LDC or Utility at one of the telephone numbers listed below. You should also contact your local emergency personnel.

Central Hudson Gas and Electric:	1-800-527-2714
Consolidated Edison of NY:	1-800-752-6633
National Grid (KED-LI):	1-800-490-0045
National Grid:	1-800-892-2345
NYSEG:	1-800-572-1131
Orange and Rockland:	1-877-434-4100
Rochester Gas and Electric:	1-800-743-1701
Long Island Power Authority:	1-800-490-0075 or 1-631-755-6900

Item #4 - Marketing Representative ID Badge



Windrose

Power and Gas, LLC

An authorized ESCO of the
Retail Choice Program

[Insert photo here]

[Name of Marketer]

Energy Consultant

Agent Code: [XXX]

This card certifies that the holder is an authorized Energy Consultant
representing Windrose Power and Gas, LLC.

(800) 483-1836

Item #5 - Marketing Standards Quality Assurance Training Program



Windrose
Power and Gas, LLC

Marketing Training and Quality Assurance Program

February 2016

Windrose Marketing Training and Quality Assurance Program

I. Introduction

The goal of Windrose Power and Gas, LLC (“Windrose”) is to empower customers with the ability to make informed choices regarding the energy products and services offered by Windrose 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 Windrose and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

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

The Program will be implemented under the supervision of Thomas Strickland, president.

Windrose will emphasize that all representatives are obligated to comply with the information and standards provided under the Program and failure to so comply is grounds for immediate termination of employment.

II. Training of Employee Representatives

- A. All individuals hired by Windrose to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:
1. Knowledge of Section 10 – Marketing Standards, and awareness of the other Sections, of the New York *Uniform Business Practices* (UBP);
 2. Knowledge of Windrose’s products and services;
 3. Knowledge of Windrose’s rates, payment options and the customers’ right to cancel, including the applicability of an early termination fee;
 4. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertains to residential customers; and,

5. The ability to provide the customer with a toll-free number from which the customer may obtain information about Windrose's mechanisms for handling billing questions, disputes, and complaints.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards, which require that the sales representative to:
1. Not engage in misleading or deceptive conduct as defined by State or federal law, or by Commission rule, regulation or order;
 2. Not make false or misleading representations including misrepresenting rates or savings offered by Windrose;
 3. Provide the customer with written information, upon request, or with a website address at which information can be obtained, if the customer requests such information via the internet;
 4. Use reasonable efforts to provide accurate and timely information about services and products. Such information will include information about rates, contract terms, early termination fees and right of cancellation consistent with Section 2 of the UBP and any other relevant Section;
 5. Ensure that any product or service offerings that are made by Windrose contain information written in plain language that is designed to be understood by the customer. This shall include providing any written information to the customer in a language in which the Windrose representative has substantive discussions with the customer or in which a contract is negotiated;
 6. Investigate customer inquiries and complaints concerning marketing practices within five days of receipt of the complaint; and,
 7. Cooperate with the Department of Public Service regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
 8. Adhere to the all of the standards applicable to each type of marketing approach, as detailed in UBP, Section 10.

III. Quality Assurance Program

As part of its Program, Windrose will ensure that all marketing efforts are conducted and implemented in conformity with Windrose's best practices and training standards as well as all applicable laws and regulations.

Specifically:

A. Telemarketing

1. Windrose will design and/or 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 and UBP Section 10, Paragraph C, Subparagraph 2.
4. The representative will be provided with current accurate data concerning the products and services offered by Windrose.
5. The representative will have timely access to a supervisor to address questions arising during the solicitation.
6. Windrose will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third party verification (TPV) companies hired by Windrose or an automated voice verification system owned and operated by Windrose. 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 or enroll supply service with Windrose or to continue or modify the service they receive from Windrose.
7. Windrose 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. Windrose will work with the representative to address any identified deficiency. Windrose will reserve the right to immediately terminate a representative if it determines that the representative's behavior or attitude is incompatible with Windrose'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 Windrose as required under the UBP, using Sales Agreement forms that have been previously reviewed by Windrose regulatory consultants and legal counsel and submitted to the NYS Department of Public Service.
9. Windrose 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 Windrose or to continue or modify the service they receive from Windrose.
2. The website will incorporate the information listed in the Customer Disclosure Statement.
3. The website will include the latest product offers available from Windrose.
4. The website will incorporate all the requirements and standards set forth in UBP, Section 5, Attachment 2.
5. Within 3 business days of a final agreement to initiate service, Windrose will send an electronic confirmation notice to the customer at the customer's e-mail address.
6. Windrose 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")

It is not the intention of Windrose to use DTD marketing at this time. To the extent that Windrose will employ DTD marketing in the future, the follow marketing and quality assurance standards will apply.

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. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of UBP Section 10, paragraph C.1.
3. The sales person will also be instructed regarding the provisions of Sections 426-431 of the NYS Personal Property Law.
4. All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the UBP, including Section 5, Attachment 3, paragraphs A-B, and Sections 426-431 of the NYS Real Property Law.

5. 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 Windrose standards. The salesperson will be informed of any deficiencies and the corrective action(s) to be taken.
6. All marketing teams will operate under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
7. All representatives must perform verifications through either third party verification ("TPV") companies hired by Windrose or an automated voice verification system owned and operated by Windrose. 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 Windrose or continue or modify the service they receive from Windrose.
8. Windrose will on a random and regular basis conduct in-field reviews of 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. Windrose will work with the representative to address any identified deficiency. Windrose will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Windrose quality control standards.
9. Windrose 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. Windrose will work with the representative to address any identified deficiency. Windrose will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Windrose quality control standards.
10. Windrose will design and review the marketing script and verifications to be used for all DTD sales solicitations.
11. Windrose will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with Windrose.
12. The DTD salesperson shall be required to wear a shirt and/or jacket provided by Windrose that contains the Windrose logo and otherwise dress in a neat and presentable manner.
13. The DTD salesperson shall be required to wear in a conspicuous location the Windrose photo-ID.

14. Windrose will maintain a daily record, by zip code, of the territories in which our marketing representatives have conducted door-to-door marketing. The information will be retained in a form that can be reported to Department of Public Service Staff upon request, and will be retained by Windrose for a minimum of six months.

D. In-Person Marketing (other than DTD)

1. Windrose will design and review the marketing script to be used for all sales solicitations.
2. The representative will be provided with current accurate information and data concerning the products and services offered by Windrose
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. Windrose 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. Windrose will work with the representative to address any identified deficiency. Windrose will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with Windrose quality control standards.
5. Copies of all Sales Agreements will be provided to each customer that is enrolled by Windrose as required under the UBP, using Sales Agreement forms that have been previously reviewed by Windrose regulatory consultants and legal counsel and submitted to the Department of Public Service, that are designed to comply with UBP, Section 5, Attachment 3, paragraphs A-B.
6. Windrose 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 Windrose photo identification badge.
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, paragraph C.1.

E. Direct Mail Marketing

1. Windrose will prepare and review all materials used in a direct mail solicitation.

2. Customers will be provided with a complete copy of the Sales Agreement including the Customer Disclosure Statement.
3. Windrose will employ direct mail solicitations that are consistent with the UBP and applicable law.

F. External Marketing Conducted by Third-Party Contractors

This section outlines the procedures applied by Windrose where it retains the services of outside vendors and third-parties on a contractual basis to provide marketing services on behalf of Windrose.

1. Windrose will determine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of Windrose.
2. Windrose will require any prospective vendor to supply at least two references.
3. Windrose will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. Windrose will provide the vendor with Windrose written training materials.
5. Windrose will prepare or review 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 Windrose.
7. Vendors retained by Windrose must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.

IV. Dispute Resolution Process

Windrose 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 NYS Department of Public Service, the Attorney General's Office, or the Division of Consumer Protection.

A. Customer Complaint Process

1. When Windrose 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 Department of Public Service or other governmental agency, Windrose will respond within ten (10) days and in accordance with the direction provided by the Department of Public Service or other agency.
4. Windrose will cooperate with the Department of Public Service and other governmental agencies 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, Windrose 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 of Public Service.

B. Document Retention

1. Windrose 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.

V. **Modification**

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

Item #6 - Sample Forms of notices to be sent upon:

- a. Notice of Assignment
- b. Discontinuance of Service
- c. Transfer of 5000 or more customers to other providers



Windrose
Power and Gas, LLC

NOTICE OF ASSIGNMENT

Customer Name: **[CUSTOMER NAME]**
For Supply Service at: **[CUSTOMER ADDRESS]**
Customer Account Number: **[XXXXXX]**

Dear **[CUSTOMER NAME]**:

PLEASE TAKE NOTICE that, on **[EFFECTIVE DATE]**, Windrose Power & Gas, LLC will assign its Sales Agreement with **[CUSTOMER NAME]**, dated **[ORIGINAL DATE OF CONTRACT]**, to **[NAME OF NEW ESCO]**, as provided for in that Sales Agreement.

You have the option to select another supplier on your own or return to your distribution utility for your **electricity and/or natural gas supply**. If you take no action, your **electricity and/or natural gas** supply 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 Sales Agreement with Windrose Power & Gas, LLC as a result of this assignment.

Sincerely,

[COMPANY REPRESENTATIVE]

Windrose Power & Gas, LLC
2203 Timberloch, Suite 213
The Woodlands, TX 77380
(800) 483-1836
www.windroseenergy.com

CC: **[DISTRIBUTION UTILITY]**



Windrose
Power and Gas, LLC

[DATE]

[CUSTOMER NAME]
[CUSTOMER ADDRESS]
[CUSTOMER CITY, STATE, ZIP]

Re: Discontinuance of Service - [ACCOUNT NUMBER]

Dear **[CUSTOMER NAME]**,

This letter is to inform you that effective **[DATE -15 calendar days' notice]**, Windrose Power & Gas, LLC will no longer be providing **electricity and/or natural gas** commodity supply in your area. Your Agreement ("Agreement") with Windrose for the purchase of **electricity and/or natural gas** 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 to you if you would like to select a different energy provider.

You also have the option to select another supplier on your own or return to your distribution utility for your **electricity and/or natural gas** supply. You will be receiving natural gas supply from your distribution utility until you select a new supplier and the change in providers is effective, unless the distribution utility notifies you that it plans to terminate its delivery service to you on or before the discontinuance date.

If you have any questions about this notification, contact Windrose Power & Gas, LLC at (800) 483-1836.

Sincerely,

[COMPANY REPRESENTATIVE]
Windrose Energy, LLC
90 State Street, Suite 700, Office 40
Albany, NY 12207
(800) 483-1836
www.windroseenergy.com

CC: [Distribution Utility]



Windrose
Power and Gas, LLC

WINDROSE POWER & GAS, LLC
NOTICE OF TRANSFER OF
5000 OR MORE CUSTOMERS

Notice is hereby provided that pursuant to the Sales Agreement (“Agreement”) between **[CUSTOMER NAME]** and Windrose Power & Gas, LLC, all of Windrose Power & Gas, 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 **[DATE – 60 calendar days’ notice]**.

If you have any questions please contact **[ASSIGNEE ESCO]** at **[ASSIGNEE ESCO PHONE NUMBER]**.

CC: New York State Department of Public Service
CC: **[DISTRIBUTION UTILITY]**

Item #7 - Sample Customer Bills



Windrose
Power and Gas, LLC

Windrose Power & Gas, LLC
2203 Timberloch, Suite 213
The Woodlands, TX 77380
(800) 483-1836
www.windroseenergy.com

Account Number: [XXXXXXX]
Amount Due: [\$000.00]
Amount Paid: \$ _____

STATEMENT / INVOICE

[CUSTOMER NAME]
[CUSTOMER ADDRESS 1]
[CUSTOMER ADDRESS 2]
[CITY, STATE ZIPCODE]

Electricity	
Read Date	
Previous Read	
Bill Cycle Days	
Read Type	
Utility Acct. #	
Invoice Number	

TO ENSURE PROPER CREDIT PLEASE DETACH THE TOP PORTION OF THIS INVOICE,
INCLUDE YOUR PAYMENT, AND MAIL IN THE ENVELOPE PROVIDED.
PLEASE MAKE ALL CHECKS PAYABLE TO **WINDROSE POWER & GAS, LLC.**

Date	Invoice	Description	Quantity	Unit Price	Amount
<i>A minus sign (-) after any balance indicates a credit in your favor.</i>					

Current	Past Due				Total Due
	Over 30	Over 60	Over 90	Over 120	

Terms: Due 20 days from invoice date. Past due accounts will be subject to a late payment charge of 1.5% per month.

[CUSTOMER NAME]
[CUSTOMER ADDRESS 1]
[CUSTOMER ADDRESS 2]
[CITY, STATE ZIPCODE]
ACCOUNT NUMBER: [XXXXXX]

Electricity	
Read Date	
Previous Read	
Bill Cycle Days	
Read Type	
Utility Acct. #	
Invoice Number	

Questions about this invoice? Call Windrose Power & Gas, LLC at (800) 483-1836.

THANK YOU FOR YOUR BUSINESS!



Windrose
Power and Gas, LLC

Windrose Power & Gas, LLC
2203 Timberloch, Suite 213
The Woodlands, TX 77380
(800) 483-1836
www.windroseenergy.com

Account Number: [XXXXXXX]
Amount Due: [\$000.00]
Amount Paid: \$ _____

STATEMENT / INVOICE

[CUSTOMER NAME]
[CUSTOMER ADDRESS 1]
[CUSTOMER ADDRESS 2]
[CITY, STATE ZIPCODE]

Electricity	
Read Date	
Previous Read	
Bill Cycle Days	
Read Type	
Utility Acct. #	
Invoice Number	

TO ENSURE PROPER CREDIT PLEASE DETACH THE TOP PORTION OF THIS INVOICE,
INCLUDE YOUR PAYMENT, AND MAIL IN THE ENVELOPE PROVIDED.
PLEASE MAKE ALL CHECKS PAYABLE TO **WINDROSE POWER & GAS, LLC.**

Date	Invoice	Description	Quantity	Unit Price	Amount

A minus sign (-) after any balance indicates a credit in your favor.

Current	Past Due				Total Due
	Over 30	Over 60	Over 90	Over 120	

Terms: Due 20 days from invoice date. Past due accounts will be subject to a late payment charge of 1.5% per month.

[CUSTOMER NAME]
[CUSTOMER ADDRESS 1]
[CUSTOMER ADDRESS 2]
[CITY, STATE ZIPCODE]
ACCOUNT NUMBER: [XXXXXX]

Electricity	
Read Date	
Previous Read	
Bill Cycle Days	
Read Type	
Utility Acct. #	
Invoice Number	

Questions about this invoice? Call Windrose Power & Gas, LLC at (800) 483-1836.

THANK YOU FOR YOUR BUSINESS!

Item #8 - Customer Authorization Procedures
(to obtain historic usage and credit information)



Windrose
Power and Gas, LLC

Procedures to be used for Windrose Power & Gas, LLC to obtain authorization to access customer historical usage or credit information

Customer Authorization Process

The distribution utility or Meter Data Service Provider (“MDSP”) will provide information about a specific customer requested by Windrose Power & Gas, LLC (“Windrose”) authorized by the customer to receive the information.

1. Windrose will obtain customer authorization to request information, in accordance with UBP Section 5, Changes in Service Providers, Attachments 1, 2, and 3. Windrose will 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 will assume that Windrose obtained proper customer authorization if Windrose is eligible to provide **electricity and/or natural gas** supply service and submits a valid information request.
3. Windrose will retain, for a minimum of two years, verifiable proof of authorization for each customer. Verification records will be provided by Windrose, upon request of the New York Department of Public Service (“DPS”) staff, within five calendar days after a request is made. Locations for storage of the records will be at the discretion of Windrose.
4. Upon request of the customer, a distribution utility and/or MDSP will block access of customer information from Windrose.
5. Windrose will comply with statutory and regulatory requirements pertaining to applicable state and federal do-not-call registries.

Customer Information Provided to Windrose

Upon enrollment of a customer, Windrose will 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 issuing consolidated bills is entitled to receive billing information, in accordance with *Uniform Business Practices* (UBP), Section 9, Billing and Payment Processing.

1. *Release of Information.* A distribution utility and a MDSP will use the following practices for transferring customer information to Windrose:
 - a. A distribution utility will provide the information in the Billing Determinant Information Set upon acceptance of Windrose's enrollment request and will provide the information in the Customer Contact Information Set and the Credit Information Set, upon Windrose's request.
 - b. The distribution utility or MDSP will respond within two business days to valid requests for information as established in Electronic Data Interchange (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 will 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, will provide, upon Windrose's request, consumption history for the customer's natural gas account.

Consumption history¹ for an **electricity and/or natural gas** account will include:

- a. Customer's service address;
- b. **electricity and/or natural gas** account indicator;
- c. Sales tax district used by the distribution utility;
- d. Rate service class and subclass or rider by account and by meter, where applicable;
- e. **electricity and/or natural gas** load profile reference category or code, if not based on service class;
- f. Usage type (e.g., therm, kwh), reporting period, and type of consumption (actual, estimated, or billed);
- g. 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 information²; if the customer has more than one meter associated with an account, the distribution utility or MDSP will provide the applicable information, if available, for each meter; and
- h. 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.

¹ A distribution utility or MDSP, in addition to EDI transmittal, may provide Web based access to customer history information.

² 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.

3. *Billing Determinant Information Set.* Upon acceptance of Windrose's enrollment request, a distribution utility will provide the following billing information for an electricity and/or natural gas account, as applicable³:
 - a. Customer's service address, and billing address if different;
 - b. electricity and/or natural gas 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. Life support equipment indicator;
 - i. Gas pool indicator [for natural gas];
 - j. Gas capacity/assignment obligation code [for natural gas]; and
 - k. Budget billing indicator⁴.

4. *Credit Information Set.* The distribution utility or MDSP will provide credit information for the most recent 24 months or life of the account, whichever is less, upon receipt of Windrose's electronic or written affirmation that the customer provided authorization for release of the information to Windrose Energy. Credit information will include number of times a late payment charge was assessed and incidents of service disconnection.

Charges for Customer Information

No distribution utility or MDSP will impose charges upon Windrose or Direct Customers for providing the information described in this Section. The distribution utility may impose an incremental cost based fee authorized in tariffs for Windrose 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

Windrose, 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, Windrose will, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

³ 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.

⁴ This indicator is limited to 12 month levelized payment plans and does not include other payment plans.

Item #9 - Customer Enrollment Procedures
(for supply service via telephone, via Internet or via written sales solicitation)



Windrose
Power and Gas, LLC

WINDROSE POWER & GAS, LLC CUSTOMER ENROLLMENT PROCEDURES

Windrose Power & Gas, LLC (“Windrose”) may solicit and enter into a sales agreement with a customer subject to the following requirements.

1. Each prospective customer of Windrose will be notified about the ESCO Consumer Bill of Rights, where they can find it, and be provided a copy of the ESCO Consumer Bill of Rights, with any written materials sent to the customer, including a sales agreement.
2. Windrose will obtain a customer agreement to initiate service and enroll a customer, and obtain a customer's authorization to release information to Windrose by means of one of the following methods:
 - a. Telephone agreement and authorization, preceded or followed within three business days by provision of a sales agreement, in accordance with requirements in the *Uniform Business Practices, Attachment 1 – Telephonic Agreement and Authorization*;
 - b. Electronic agreement and authorization, attached to an electronic version of the sales agreement, in accordance with requirements in *Uniform Business Practices, Attachment 2 –Electronic Agreement and Authorization*; or
 - c. Written agreement bearing a customer’s signature on a sales agreement (original or fax copy of a signed document), in accordance with requirements in *Uniform Business Practices, Attachment 3 – Written Agreement and Authorization*.
3. Windrose will provide residential customers the right to cancel a sales agreement within three business days after its receipt.

Attachment 1 - Telephonic Agreement and Authorization Requirements

- A. A voice-recorded verification will be used to enter into a telephonic agreement or a door to door agreement with a customer to initiate service and begin enrollment. Use of either an Independent Third Party or an Integrated Voice Response system to obtain customer authorization is required for any telephone solicitation or sales resulting from door-to-door marketing. Verification by an Independent Third Party or an Integrated Voice Response system shall be recorded and conducted without Windrose's marketing representative's presence, either on the telephone or in person.

A voice-recorded verification shall verify the following information to substantiate the customer's agreement or authorization:

1. Do you understand that this conversation is recorded and that oral acceptance of the Windrose's offer is an agreement to initiate service and begin enrollment?
2. Is it [specific date] at [specific time]?
3. Do you understand that the marketing representative represents Windrose and that Windrose is not the distribution utility?
4. If the sale was conducted through door-to-door marketing, has the marketer left the premises?
5. Are you [specify customer's name]/Please state your name (or is your company name [specify company name]/Please state your company's name)
6. Do you live at [specific address]/Please state your address (or is your company located at [specify company address]/Please state your company's address)?
7. Is your email address [specific e-mail address] /Please provide your email address (if the customer chose to provide it)?
8. Is your distribution utility account number [specify account number]/ Please state your distribution utility account number?
9. Are you the primary account holder or do you have authority to make changes to this account?

10. If the sale was conducted through door-to-door marketing: did the Windrose marketing representative provide you with the sales agreement, his/her business card or contact information and leave a copy of the ESCO Consumer Bill of Rights?
 11. If the sale was conducted through telemarketing: did the Windrose marketing representative offer to mail you a copy of the ESCO Consumer Bill of Rights or did the Windrose marketing representative tell you how to find the ESCO Consumer Bill of Rights online?
 12. Did you agree to the terms of service as reviewed with you by the Windrose representative on [INSERT ENROLLMENT DATE]?
 - a. The price of (electricity and/or natural gas) under the contract is for months (years).
 - b. Or the price of (electricity and/or natural gas) under the contract is a variable rate and will vary month-to-month.
 - c. The early termination fee (if any) is (this may be a methodology instead of a dollar amount).
 13. If savings is guaranteed (compared to the utility rate), a plain description of the type of savings and the conditions that must be present in order for the customer to be eligible for savings. If savings is not guaranteed (as compared to the utility supply service) a statement indicating such.
 14. Please be advised that energy supply will be provided by the Windrose, and that energy delivery shall continue to be provided by your utility and the utility will also be available to respond to leaks or other emergencies should they occur;
 15. Do you authorize the release of the following information from your distribution utility: [specify information] and do you understand that you may rescind this authorization at any time by calling (800) 483-1836 or e-mailing customer@windroseenergy.com?
 16. For residential enrollments only: Do you understand that you may rescind the agreement within three business days after its receipt by [describe how such rescission can be accomplished] and if you do not rescind the agreement, an enforceable agreement will be created?
- B. Windrose, or its agent, shall provide a copy of any Customer Disclosure Statement and sales agreement to the customer by mail, e-mail or fax within three business days after the telephone agreement and independent third party verification occurs. The sales agreement shall set forth the customer's rights and responsibilities and describe the offer in detail, including the specific prices, terms, and conditions of ESCO service. The agreement shall be

substantially the same, in form and content, as the sample contract submitted to the Department by pursuant to *Uniform Business Practices*, Section 2.B.1.b.

- C. The independent third party verification shall be conducted in the same language used in marketing or sales materials presented to the customer, and communicated clearly and in plain language.
- D. An ESCO shall retain independent third party verification records for two years from the effective date of the agreement and/or authorization or for the length of the sales agreement whichever is longer. In the event of any dispute involving agreement authorization and/or the independent third party verification, Windrose shall make available the audio recording of the customer's agreement and/or authorization, including the independent third party verification within five business days after a request from the Department of Public Service.

Attachment 2 – Electronic Agreement and Authorization Requirements

- A. To enter into an electronic agreement with a customer to initiate service and begin enrollment or to obtain customer authorization for release of information, Windrose, or its agent, will electronically record communications with the potential customer. Windrose will provide the following electronic information, as applicable, to substantiate the customer's agreement and/or authorization:
1. A statement that electronic acceptance of a sales agreement is an agreement to initiate service and begin enrollment;
 2. The Customer Disclosure Statement and the sales agreement containing the prices, terms and conditions applicable to the customer, which, if printed as a physical document, would be substantially the same, in form, and content, as the sample contract submitted to the DPS pursuant to Section 2.B.1.b. of the *Uniform Business Practices*.
 3. If savings are guaranteed, or guaranteed under only certain circumstances, Windrose must provide a written statement which includes a plain language description of the conditions that must be present in order for the savings to be provided;
 4. An identification number and date to allow the customer to verify the specific sales agreement to which the customer assents;
 5. A statement from Windrose that energy supply will be provided by Windrose, and that energy delivery will continue to be provided by the customer's utility; and that said utility will also be available to respond to leaks or other emergencies should they occur;
 6. A requirement that the customer accept or not accept the sales agreement by clicking the appropriate box, displayed as part of the terms and conditions; after the customer clicks the appropriate box to accept the sales agreement, the system will display a conspicuous notice that Windrose accepts the customer;
 7. Use of an electronic process that prompts a customer to print or save the sales agreement and provides an option for the customer to request a hard copy of the sales agreement; Windrose will send the hard copy by mail within three business days after a customer's request;
 8. A description of the types of information that Windrose needs to obtain from a distribution utility or MDSP and the purposes of its use, a request

that the customer provide authorization for release of this information, and the effective duration of the authorization;

9. A requirement that the customer agree or not agree to provide such authorization by clicking the appropriate box, displayed as part of the terms and conditions;
 10. A statement that a residential customer may rescind the agreement and authorization within three business days after electronic acceptance of the sales agreement; a statement that a customer may rescind the authorization for release of information at any time; provision of a local or toll-free telephone number, and/or an e-mail address for these purposes; upon cancellation of the agreement, Windrose will provide a cancellation number;
 11. Verification of the date and time of the electronic agreement and authorization; and
 12. Provision by the customer of the customer's name, address, distribution utility customer account number, and any additional information to verify the customer's identify.
- B. Windrose will, within three business days of any final agreement to initiate service to a customer, send an electronic confirmation notice to the customer at the customer's e-mail address.
- C. Windrose will use an encryption standard that ensures the privacy of electronically transferred customer information, including information relating to enrollment, renewal, re-negotiation, and cancellation.
- D. Upon request of a customer, Windrose will make available additional copies of the sales agreement throughout its duration. Windrose will provide a toll-free telephone number and e-mail address for a customer to request a copy of the sales agreement.
- E. Windrose will retain documentation of a customer's agreement, in a retrievable format for two years from the effective date of the customer's acceptance and/or authorization or for the length of the sales agreement whichever is longer. In the event of any dispute involving an electronic agreement or authorization, Windrose 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 calendar days after a request from the DPS.

Attachment 3 - Written Agreement and Authorization Requirements

- A. Windrose may enter into a written agreement (original or fax copy of a signed document) with a customer to initiate service and begin enrollment or to obtain customer authorization for release of information. A sales agreement will contain, in addition to the Customer Disclosure Statement discussed in *Uniform Business Practices* Section 2.B.1.b.2, the following information, as applicable:
1. A statement that a signature on a sales agreement is an agreement to initiate service and begin enrollment;
 2. A description of the specific prices, terms, and conditions of Windrose service applicable to the customer, which is substantially the same, in form and content, as the sample contract submitted to the DPS pursuant to *Uniform Business Practices* Section 2.B.1.b and, if savings are guaranteed, or guaranteed under only certain circumstances, Windrose must provide a plain language description of the conditions that must be present in order for the savings to be provided;
 3. A description of the types of information that Windrose needs to obtain from a distribution utility or MDSP, the purposes of its use, and effective duration of the authorization;
 4. A statement that acceptance of the agreement is an authorization for release of such information;
 5. A customer signature and date; the sales agreement will be physically separate from any check, prize or other document that confers any benefit on the customer as a result of the customer's selection of Windrose;
 6. A statement that a residential customer may rescind the agreement within three business days after signing the sales agreement; a statement that a customer may rescind the authorization for release of information at any time; provision of a local, toll-free telephone number, and/or e-mail address for these purposes; the customer may fax a copy of a signed sales agreement to Windrose; upon cancellation of the agreement, Windrose will provide a cancellation number;
 7. The customer's name, mail and any e-mail address (if the customer chooses to provide it), distribution utility account number, and any additional information to verify the customer's identify; and

8. A statement that energy supply will be provided by Windrose, and that energy delivery will continue to be provided by the customer's utility; and that said utility will also be available to respond to leaks or other emergencies should they occur.
-
- B. Windrose will retain written agreements and/or authorizations for two years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer. In the event of any dispute involving a sales agreement or authorization, Windrose will provide a copy of the sales agreement and/or authorization within five business days after a request from the DPS.

Item #10 - Explanation for non-inclusion of marketing materials and list of marketing contractors and subcontractors



Windrose
Power and Gas, LLC

Telephone: (281) 364-8382
Fax: (281) 681-1781
Email: customercare@windroseenergy.com
2203 Timberloch, Suite 213
The Woodlands, TX 77380

February 12, 2016

Hon. Kathleen H. Burgess
Secretary to the Commission
New York State Public Service Commission
Agency Building 3
Albany, NY 12223-1350

Dear Secretary Burgess:

This letter is to inform you that Windrose Power and Gas, LLC which is applying for eligibility status as an Energy Services Company ("ESCO") with the Department of Public Service ("DPS"), has not yet developed marketing materials nor contracted with marketing vendors.

If we are deemed to be an eligible ESCO, we will provide the DPS with any marketing materials immediately upon their availability, and prior to the time such materials are used for the solicitation of customers. We will also provide a list of vendors and subcontractors we hire for sales and marketing purposes, prior to those companies engaging in work on our behalf.

Please do not hesitate to contact me directly at 281.364.8382 or strick@windroseenergy.com with any questions.

Sincerely,

Thomas Strickland
Member

Item #11 - HEFPA documents

- a. Ability to pay evaluation
- b. Notification of customer's inability to pay
- c. Budget billing plan
- d. Quarterly billing plan
- e. Deferred payment agreement
- f. Past due reminder notice
- g. Final suspension notice
- h. Final termination notice



Evaluation of Customer's Ability to Pay

1. Employer Name, Address and Phone Number:

2. What is your monthly income? _____

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

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

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

6. Do you own your home or do you rent? _____

7. What is your monthly mortgage or rent payment? _____.

8. List other assets (e.g., stocks or bonds):

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

(Continued on next page)

10. Identify all other monthly expenditures by amount:

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

CONFIDENTIAL



Windrose
Power and Gas, LLC

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

Windrose Power & Gas, LLC
2203 Timberloch, Suite 213
The Woodlands, TX 77380
(800) 483-1836

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

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



Windrose
Power and Gas, LLC

BUDGET BILLING PLAN

Customer Name: _____
Address: _____
Account# _____

Under this Plan, Windrose Power & Gas, LLC agrees to provide electricity and/or natural gas supply service 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. Windrose Power & Gas, LLC reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption.

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.

BUDGET BILLING PLAN

Page 2

In the last month of the Plan, Windrose Power & Gas, 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 Windrose Power & Gas, 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: _____

Return one signed copy to Windrose Power & Gas, LLC, 2203 Timberloch, Suite 213, The Woodlands, TX 77380 by [MM/DD/YYYY].



Windrose
Power and Gas, LLC

Quarterly Billing Plan

Customer Name: [CUSTOMER NAME]
Address: [CUSTOMER ADDRESS]
[CITY, STATE ZIPCODE]
Account Number: [XXXXXX]

Under this plan, Windrose Power & Gas, LLC agrees to provide electricity and/or natural gas supply service 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, you will receive the first bill on [MM/DD/YY] covering actual charges incurred during the 3-month period [MM/DD/YY] to [MM/DD/YY], and you will receive quarterly bills thereafter on or before [MM/DD/YY], [MM/DD/YY], and [MM/DD/YY] for actual charges incurred during each such preceding 3-month period.

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

Yes! I would like Quarterly Billing

Acceptance of Agreement:

Customer Signature: _____ Date: _____

Return one signed copy to Windrose Power & Gas, LLC, 2203 Timberloch, Suite 213, The Woodlands, TX 77380 by [MM/DD/YYYY].



Windrose
Power and Gas, LLC

Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to Windrose Power & Gas, LLC 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 electricity and/or natural gas supply 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, Windrose Power & Gas, LLC may terminate electricity and/or natural gas supply service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, Windrose Power & Gas, LLC 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 Windrose Power & Gas, LLC at (800) 483-1836.**

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. For more information, contact Windrose Power & Gas, LLC at (800) 483-1836.

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature: _____ Date: _____

This agreement has been accepted by Windrose Power & Gas, LLC. If you and Windrose Power & Gas, LLC 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 electricity and/or natural gas supply service may be terminated.



Windrose
Power and Gas, LLC

Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of electricity and/or natural gas supply 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 electricity and/or natural gas supply 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 (800) 483-1836 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 Windrose Power & Gas, LLC for this account as of
MM/DD/YYYY is: \$XX.XX.**



Windrose
Power and Gas, LLC

FINAL TERMINATION NOTICE [DATE]

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

By letter dated MM/DD/YY, Windrose Power & Gas, LLC notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in Windrose Power & Gas, LLC terminating your electricity and/or natural gas supply 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 Windrose Power & Gas, LLC at 2203 Timberloch, Suite 213, The Woodlands, TX 77380 and (800) 483-1836, 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 (800) 483-1836. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

Windrose Power & Gas, LLC
Credit and Collections



Windrose
Power and Gas, LLC

FINAL SUSPENSION NOTICE **[DATE]**

Windrose Power & Gas, LLC
2203 Timberloch, Suite 213
The Woodlands, TX 77380
(800) 483-1836

customercare@windroseenergy.com

Customer Name
Address
City, State, Zip
Account#

Dear (customer name):

YOUR ELECTRICITY/GAS SUPPLY 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 of electricity and/or natural gas supply.

Public Service Law requires that, in order to end suspension, customers pay either the total amount due the Windrose Power & Gas, LLC and **[Utility]** or the amount they would have paid for energy if they had remained a utility customer.

PLEASE NOTE THAT SUSPENSION OF YOUR [UTILITY] CAN ACCOMPANY THE TERMINATION OF WINDROSE POWER & GAS, LLC SUPPLY SERVICE EVEN IF YOUR **[UTILITY]** DISTRIBUTION SERVICE ACCOUNT IS CURRENT.

PLEASE REMIT **\$XX.XX** BY **MM/DD/YY** TO AVOID SUSPENSION OF YOUR WINDROSE POWER & GAS, LLC SUPPLY SERVICE.

Sincerely,

Windrose Power & Gas, LLC
Credit and Collections

Item #12 - Internal Procedures for the prevention of slamming or cramming



Windrose

Power and Gas, LLC

Windrose Power & Gas, LLC (“Windrose”) will institute the following standards and procedures to prevent slamming and cramming (in accordance with the New York State Public Service Commission *Uniform Business Practices*):

1. All marketing representatives will be required to:
 - a. clearly identify that they are marketing on behalf of Windrose, and explain that they do not represent the customer’s distribution utility.
 - b. Explain the purpose of the solicitation – to sell natural gas commodity.
 - c. Identify that the individual being solicited is authorized to purchase natural gas commodity for the account.
 - d. Follow the specific procedures codified in Section 5, Attachments 1, 2 and 3, and Section 10 of the *Uniform Business Practices*, including notifying each prospective customer about the ESCO Consumer Bill of Rights, where they can find it, and also provide a written copy of the ESCO Consumer Bill of Rights with any written material sent to the customer which includes a sales agreement.
2. Windrose will design and monitor marketing scripts and review telemarketing calls to maintain service quality.
3. To prevent cramming, Windrose will use utility consolidated billing for residential customers in the service territories where it operates (if available), thereby limiting the items included on the bill.
4. Windrose will implement and follow the provisions of its Marketing Training and Quality Assurance program.
5. Windrose marketing representatives will display the appropriate Photo Identification Badge.

Item #13 - New York State Environmental Disclosure Program attestation



Telephone: (281) 364-8382

Fax: (281) 681-

1781

Email:

customer@windroseenergy.com

2203 Timberloch, Suite 213

The Woodlands, TX 77380

ATTESTATION

I, Thomas Strickland, Member of Windrose Power and Gas, LLC, by my signature below do hereby attest to the following:

I understand that under New York State Department of Public Service regulations, energy services companies (ESCOs) selling electricity are required to provide customers with periodic environmental disclosure statements or environmental disclosure labels in plain language. These labels must provide information on the types of fuels used to generate electricity, air emissions resulting from generating electricity, and a comparison of those emissions to a statewide average. This information enables consumers, if they choose, to select an electricity supplier based on environmental quality and resource diversity, a key desired outcome of the Environmental Disclosure Program.

As Windrose Power and Gas, LLC intends to serve electricity customers, if it is determined to be an eligible ESCO by the New York State Department of Public Service, I hereby attest that Windrose Power and Gas, LLC will comply with the requirements of New York State's Environmental Disclosure Program.

I declare that the above statements are true and accurate to the best of my knowledge.

Signature: _____

Thomas Strickland

Print Name: Thomas Strickland

Date: _____

2/12/16

Title: Member

Item #14 - NYS DPS Office of Consumer Services Service Provider Form
(also faxed to NYDPS Office of Consumer Services per instructions)



New York State Public Service Commission
Service Provider Contact Information

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

Date 2/12/16

Company Name Windrose Power & Gas, LLC

President Thomas Strickland

Mailing Address 2203 Timberloch, Suite 213

The Woodlands, TX 77380

E-mail Address strick@windroseenergy.com

Phone Number 281.731.4430 Fax Number 281.681.1781

Vice President / Director of Customer Service Thomas Strickland

Mailing Address 2203 Timberloch, Suite 213

The Woodlands, TX 77380

E-mail Address customercare@windroseenergy.com

Phone Number (800) 843-1836 Fax Number 281.681.1781

Primary Regulatory Complaint Manager Thomas Strickland

Mailing Address 2203 Timberloch, Suite 213

The Woodlands, TX 77380

E-mail Address strick@windroseenergy.com

Phone Number 281.731.4430 Fax Number 281.681.1781

Secondary Regulatory Complaint Manager Kim Janicki

Mailing Address 2203 Timberloch, Suite 213

The Woodlands, TX 77380

E-mail Address kimincypress@gmail.com

Phone Number 281.731.4430 Fax Number 281.681.1781

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

strick@windroseenergy.com