



January 30, 2015

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

VIA ELECTRONIC FILING

**Re: Ethical Electric, Inc. d/b/a Ethical Electric Updated Retail Access Application Form (RAAF) Public Annual Compliance Filing (Matter No. 14-02554)**

Dear Ms. Burgess,

In compliance with the requirements of the above-referenced matter number that an NY PSC-licensed ESCO provide the Public Service Commission with any updates to its Retail Access Application Form (RAAF), attached please find the updated RAAF form and additional updated materials of Ethical Electric, Inc. d/b/a Ethical Electric. This is the Public Annual Compliance Filing; additional materials have been filed under seal with a request for confidentiality.

Please contact the undersigned with questions regarding this submission.

Respectfully,

/s/ Kira S. Bryers

Kira S. Bryers  
Compliance Consultant  
Customized Energy Solutions  
1528 Walnut Street, 22<sup>nd</sup> Floor  
Philadelphia, PA 19102  
215-875-9440  
[kbryers@ces-ltd.com](mailto:kbryers@ces-ltd.com)

On behalf of Ethical Electric, Inc. d/b/a Ethical Electric

**New York State Department of Public Service**

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

For all questions regarding this application, please contact Christine Bosy  
at (518) 486-2432 or by email at [christine.bosy@dps.ny.gov](mailto:christine.bosy@dps.ny.gov)

**Use additional sheets as necessary**

**1. Business Information**

Business Name:

Address:

City:

State:

ZIP:

Telephone:

Fax:

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

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:

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:

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:

Title:

Address:

City: State: ZIP:

Telephone: Fax:

Email:

### **Regulatory Contact (INFORMATION REQUIRED)**

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

Name:

Title:

Address:

City: State: ZIP:

Telephone: Fax:

Email:

### **Marketing Contact (INFORMATION REQUIRED)**

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

Name:

Title:

Address:

City: State: ZIP:

Telephone: Fax:

Email:

### **Public Information for PSC Website (INFORMATION REQUIRED)**

Marketing web page:

Customer Service Email:

Toll Free Number:

### **Vendor Contact (IF APPLICABLE)**

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

Vendor Name:

Address:

City: State: ZIP:

Contact Name:

Telephone: Fax:

Email:

### **3. Eligibility Filing Requirements (Required for new applicants and triennial filings)**

#### **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 the entities, including contractors and sub-contractors, that will market to customers 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 service territory. Note that dual billing capability is required for all ESCOs and utilities.

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

#### 5. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this application, the answers and materials contained in this application package are true and the application package submitted is complete and accurate. An ESCO that knowingly makes false statements in this application package is subject to denial or revocation of eligibility.

Signature  Print Name Tom Matzzie

Title President and CEO

Date 1/26/2015



## New York State Public Service Commission Service Provider Contact Information

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

Date 1/26/2015

Company Name Ethical Electric, Inc.

**President** Tom Matzkie

Mailing Address 1055 Thomas Jefferson St. NW, Suite 650

Washington, DC 20007

E-mail Address energyops@ethicalelectric.com

Phone Number 202-248-9900 Fax Number 215-434-7145

**Vice President / Director of Customer Service** Paul St. Louis

Mailing Address 1055 Thomas Jefferson St. NW, Suite 650

Washington, DC 20007

E-mail Address support@ethicalelectric.com

Phone Number 1-888-444-9452 Fax Number 215-434-7145

**Primary Regulatory Complaint Manager** Bridget Hill-Zayat

Mailing Address 1055 Thomas Jefferson St. NW, Suite 650

Washington, DC 20007

E-mail Address customercare@ethicalelectric.com

Phone Number 202-448-2133 Fax Number 215-434-7145

**Secondary Regulatory Complaint Manager** Amanda Leonardi

Mailing Address 1055 Thomas Jefferson St. NW, Suite 650

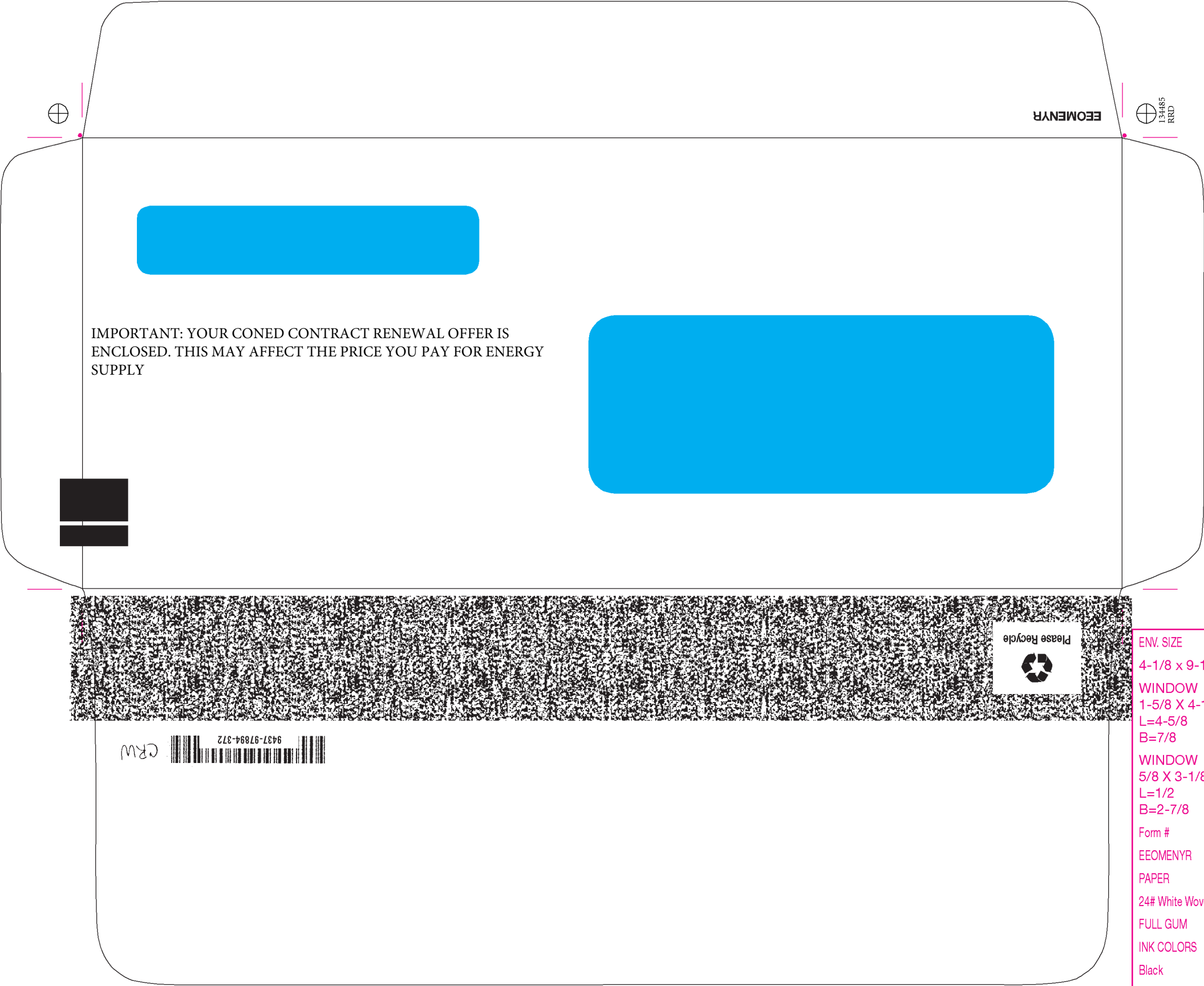
Washington, DC 20007

E-mail Address customercare@ethicalelectric.com

Phone Number 202-591-2250 Fax Number 215-434-7145

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

customercare@ethicalelectric.com



EEOMENYR

134485  
RRD

IMPORTANT: YOUR CONED CONTRACT RENEWAL OFFER IS  
ENCLOSED. THIS MAY AFFECT THE PRICE YOU PAY FOR ENERGY  
SUPPLY



CRW 9437-97894-372

ENV. SIZE  
4-1/8 x 9-1/2  
WINDOW  
1-5/8 X 4-1/4  
L=4-5/8  
B=7/8  
WINDOW  
5/8 X 3-1/8  
L=1/2  
B=2-7/8  
Form #  
EEOMENYR  
PAPER  
24# White Wove  
FULL GUM  
INK COLORS  
Black  
QUANTITY  
433,384

Ethical Electric  
1055 Thomas Jefferson St. NW, Ste 650  
Washington, DC 20007

A Di Sesa  
400 East 71st Street Apt 14B  
New York, NY 10021-4815

Dear Ethical Electric Member,

Thank you for running your home on renewable solar and wind sources.

In just one year, the average Ethical Electric member prevents over 15,000 pounds of carbon dioxide pollution from entering the atmosphere.

Together, Ethical Electric members have an annual environmental impact equivalent to installing 88 wind turbines or planting and growing over 8,000,000 trees for ten years.

We hope that you will continue to be an Ethical Electric member and supply your home with clean energy. You've already made a tremendous impact. Currently, your clean energy supply agreement is set to expire 02/01/2015. If we do not hear from you before that date, we will continue your clean energy supply. If you have any questions, please contact an Ethical Electric Customer Service Representative at 1-800-463-4787.

Thank you,

Tom Matzzie  
Ethical Electric

NY-RN-001



Ethical Electric  
1055 Thomas Jefferson St. NW, Ste 650  
Washington, DC 20007

A Di Sesa  
400 East 71st Street Apt 14B  
New York, NY 10021-4815

RESIDENTIAL RENEWAL NOTICE

Dear Customer,  
This letter is to inform you that your Electric agreement(s) with Ethical Electric will expire on 02/01/2015. We hope you will continue to choose Ethical Electric for your Electric supply needs. Listed below is a summary of your renewal agreement.

Account Number(s):	423229261010072
Account Name:	A Di Sesa
Service Address(es):	400 East 71st Street Apt 14B New York, NY 10021
Local Utility Company(s):	Con Edison
Type(s) of Service:	Electric
Product Type:	Variable. Your price for the initial month is the price per kWh described in the Product Summary. This price includes Transmission Charges and estimated total state taxes, including gross receipts tax, but excludes federal, state and local taxes (other than state gross receipts tax). Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission, distribution, transportation, federal state and local taxes, and other fees. The price detailed in the product summary above will be the price you pay plus all additional state and local taxes. The price may vary on a monthly basis beginning after the first month, with no advance notice, based on an evaluation of a number of factors that affect your total price of electricity. These factors may include, but are not limited to: the cost to supply electricity in the NYISO market (including energy, capacity, settlement, ancillary services, renewable energy, Distribution Charges and other NYISO market-related factors); applicable fees, charges, costs and expenses; expected margins; competitive prices and other market and business conditions.
Agreement Term:	Month to Month
Renewal Price:	17.2000¢/kWh
Early Termination Fee:	\$0
Term Start/End Date:	(Start 02/01/2015) (End This contract will continue on a month-to-month basis until terminated by customer or supplier.)

Attached, you will find a copy of the new agreement’s Terms and Conditions. Please review the terms and conditions to assure your renewal agreement best suits your current needs. To compare historic and current prices offered by all ESCOs for standard service without energy-related value-added attributes, please visit the Department of Public Service’s Power to Choose website at: <http://www.newyorkpowertochoose.com>.

If you are interested in hearing about other supply plans that we offer, please contact us at 1-800-463-4787. If you choose not to continue your service with us, you may switch to another supplier or return to your local utility company, without an early termination fee, at the expiration of your current agreement by contacting us or your local utility company by 02/01/2015.

Thank you for allowing us to serve you.

Ethical Electric

Fixed Price Agreement - You are enrolled on a fixed price plan for the first month. Your price is for the kWh described in the Product Summary. This price includes Transmission Charges and estimated total state taxes, including gross receipts tax, but excludes federal, state and local taxes (other than state gross receipts tax). Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission, distribution, transportation, federal state and local taxes, and other fees. The price detailed in the product summary above will be the price you pay plus all additional state and local taxes.

Month-to-Month Variable Price Agreement – After one month, you will be enrolled on a month-to-month product, the price is subject to change each month. Your price for the initial month is the price per kWh described in the Product Summary. This price includes Transmission Charges and estimated total state taxes, including gross receipts tax, but excludes federal, state and local taxes (other than state gross receipts tax). Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission, distribution, transportation, federal state and local taxes, and other fees. The price detailed in the product summary above will be the price you pay plus all additional state and local taxes. The price may vary on a monthly basis beginning after the first month, with no advance notice, based on an evaluation of a number of factors that affect your total price of electricity. These factors may include, but are not limited to: the cost to supply electricity in the NYISO market (including energy, capacity, settlement, ancillary services, renewable energy, Distribution Charges and other NYISO market-related factors); applicable fees, charges, costs and expenses; expected margins; competitive prices and other market and business conditions. To learn your current variable price, please call us at 1-888-444-9452.

You will buy your electricity generation service for the street address specified in your enrollment authorization from Ethical Electric beginning on the date set by your utility and will continue until cancelled by you or Ethical Electric as described in this Agreement.

Product

Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address, but Ethical Electric ensures that the applicable percentage of your electricity usage is offset by the generation of energy from renewable resources on an annual basis. Ethical Electric does so by purchasing and retiring “renewable energy certificates” representing the environmental attributes associated with the applicable amount of renewable energy generation from the renewable sources specified for your product. Your purchase helps support the development and operation of renewable energy in the areas specified in your product. Ethical Electric may take up to three months following the close of a calendar year to make up any deficiency in the renewable resource content for this product. Information on generation energy sources for your product, energy efficiency, environmental impacts or historical billing data is available upon request.

Rescission and Effective Date

You may rescind this Agreement without penalty at any time before **midnight of the 3<sup>rd</sup> day** after receiving your confirmation letter from your EDC by calling Ethical Electric at 1-888-444-9452, emailing support@ethicalelectric.com.

This Agreement will be effective after the rescission period has passed without you notifying Ethical Electric or your distribution utility of your intent to rescind this Agreement.

Cancellation and Termination of Service

*Customer Initiated Cancellation:* You may cancel your Agreement to purchase electricity by providing 30 days advance notice. To cancel this Agreement, please call Ethical Electric at 1-888-444-9452 or email billing@ethicalelectric.com. You will be responsible for all Ethical Electric charges incurred up to the date of cancellation.

*Non-Payment:* If your electric service is terminated by your EDC, then this Agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.

*Company Initiated Cancellation:* We may cancel this Agreement for any reason other than arbitrary and illegal discrimination based on personal characteristics of the customer. If we cancel this Agreement, we will provide you with a written notice 30 days in advance and your service will return to your utility’s default electric supply service unless you choose another supplier.

*Relocation/Move:* If you move from the address listed above or are unable to pay due to disability or death, you may terminate this Agreement with no cancellation fee. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination. It may take up to two months to terminate an enrollment.

Penalties, Fees and Exceptions

THERE IS A \$0.00 CANCELLATION FEE FOR THIS PLAN.

THERE IS A \$0.00 MONTHLY FEE FOR THIS PLAN.

*Late Payment:* The customer will pay each invoice in full within 20 days of the invoice date or be subject to a 1.5% late payment charge per month.

Ethical Electric does not charge extra for net-metering.

Billing and Payment

You will receive a single bill from Con Edison (your EDC) that will contain separate charges from both Con Edison and Ethical Electric. We will charge you the generation price and fees as described above. Your price described here excludes charges imposed by your utility or government agencies including but not limited to transmission, distribution, transportation, federal state and local taxes, and other fees. Payment is due to the billing utility within 20 days of the invoice date. Failure to pay your bills on time may result in late payment penalties and in discontinuation of service. Budget billing is available as offered by your utility.

*Universal Service Program* - Your EDC has programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your EDC’s Universal Service Program can be obtained by contacting them at 1-212-243-1900 .

Taxes

Except as otherwise provided in this Agreement or required by law, all applicable state and federal taxes of whatsoever kind, nature and description, due and payable with respect to your performance of your obligations under this Agreement, will be paid by you.

Renewal/Expiration

Your plan will continue on a month-to-month basis until canceled by you or Ethical Electric.

Complaint/Dispute Procedures

If you have any questions, concerns or complaints about your bill, please contact us by calling our Customer Care Representatives at 1-888-444-9452 or by emailing us at billing@ethicalelectric.com. If for any reason you are not satisfied with our response, you may contact the New York Department of Public Service at The Empire State Plaza, Agency Building 3, Albany, NY 12223-1350 or by calling (800)342-3377.

Power Outages and Emergencies

In an electrical emergency or a power outage, immediately contact: Con Edison at 1-800-752-6633.

Limitations of Liability and Warranty/Force Majeure

YOU AGREE THAT EVENTS OF FORCE MAJEURE MAY RESULT IN INTERRUPTIONS IN SERVICE AND THAT WE WILL NOT BE RESPONSIBLE FOR SUPPLYING ELECTRICITY TO YOU AND WE WILL NOT BE LIABLE FOR THOSE INTERRUPTIONS. YOU AGREE THAT OUR LIABILITY NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY; AND NEITHER OF US IS LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND WE EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Disclosure of Customer Information

By entering into this Agreement, you authorize Ethical Electric to obtain and share information that we may need to provide electricity service to you, including your account information, usage history, billing and payment history, credit history, rate class, meter reading data, account number, address, phone, whether you are on a budget billing plan, and medical or disability status requiring uninterrupted service. We will not give or sell your personal information to any unaffiliated third-party unless you provide us with your consent or unless we are required to do so by law. By entering into this Agreement, you authorize Ethical Electric to take such actions as may be necessary to establish your EDC services with Con Edison (your EDC). You also authorize Ethical Electric to protect your privacy at all times including under the FTC’s Do Not Call requirements.

An updated Privacy Policy for usage of Ethical Electric’s websites is maintained at <http://ethicalelectric.com/policies/privacy>

Title, Risk of Loss and Indemnity

Title to the electricity will pass from Ethical Electric to you when we have delivered it to the delivery point for Con Edison (your EDC). Ethical Electric will cease to have title to and risk of loss related to the electricity when it is delivered to the delivery point for your EDC.

Regulatory Changes

If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure whereby Ethical Electric is prevented, prohibited or frustrated from carrying out the terms of this Agreement, in its sole discretion Ethical Electric will have the right to cancel this Agreement by giving notice to you as required under applicable law. If there is a future change in any applicable law, rule, regulation, order, filed tariffs, market rules or pricing structure, or in charges or new charges, imposed by your EDC, NYISO, the New York Department of Public Service or any governmental agency, whereby Ethical Electric incurs additional charges or costs as a result of such changes, then Ethical Electric will have the right in its sole discretion to (i) propose to adjust your price to reflect such additional charges or costs to Ethical Electric by giving two advance written notices in separate mailing or email between 45 and 90 days before the proposed effective date, and (ii) if you do not accept such proposed price change, cancel this Agreement by giving notice to you as required under applicable law.

Other Provisions

This Disclosure Statement (including these General Terms, Product Summary, and Product Label) along with your enrollment authorization or renewal letter constitutes your entire Agreement between you and Ethical Electric with regard to your purchase of electric generation and other related services from Ethical Electric. This Agreement supersedes all prior agreements between us, either written or oral. This Agreement is subject to any Law enacted during the term of this Agreement. “Law” means any law, legislation, statute, regulation, rule, tariff, decision, writ, order, decree or judgment, or any interpretations by any court, agency or instrumentality that has jurisdiction. You may not assign this Agreement, in whole or in part, or any of your rights or obligations under this Agreement without our prior written consent. Ethical Electric may, without your consent: (i) assign, sell or pledge this Agreement or its accounts, revenues or proceeds, as a part of any financing or other financial arrangements, purchase of receivables program or billing services agreement; or (ii) assign this Agreement to an affiliate of Ethical Electric; or (iii) assign this Agreement to any other person or entity succeeding to all or a substantial portion of the assets of Ethical Electric or a competitive electricity supplier deemed eligible to do business in NY. This Agreement is binding upon the parties and their respective successors and assigns. There are no third party beneficiaries to this Agreement. This Agreement will be governed by the laws of the NY without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in NY.

Supplier Info

Ethical Electric  
1055 Thomas Jefferson St. NW, Ste 650  
Washington, DC 20007

1-888-444-9452  
<http://www.ethicalelectric.com/>  
[@chooseethical](http://facebook.com/ethicalelectric)

Utility Info

Con Edison Cooper Station

P.O. Box 138

New York, NY 10276-0138

Commission Info

New York Department of Public Service  
Empire State Plaza  
Agency Building 3  
Albany, NY 12223-1350

New York State Public Service Commission  
Your Rights as an Energy Services Company Consumer  
ESCO Consumers Bill of Rights

Customers can purchase energy from an Energy Services Company (ESCO) or from a traditional utility. If you choose to purchase energy from an ESCO you are entitled to:

- A clear description of the services offered by the ESCO.
- Receive energy delivery and 24 hour emergency services from your utility company.
- Clear procedures for switching energy suppliers, including information about the enrollment process.
- Disclosure, in simple and clear language, of the terms and conditions of the agreement between you and the ESCO including:
  - o price and all variable charges or fees;
  - o length of the agreement;
  - o terms for renewal of the agreement;
  - o cancellation process and any early termination fees, which are limited by law; and
  - o conditions, if any, under which the ESCO guarantees cost savings.
- Rescind an agreement with an ESCO within three days of receiving the agreement, if you are a residential customer.
- A description of how pre-payment agreements work, if offered.
- Notice from the ESCO, no less than thirty days prior to the contract renewal date, of the renewal terms and the options you have as a customer.
- A fair and timely complaint resolution process.
- Provision of any written documents (contracts, marketing materials, and this ESCO Consumers Bill of Rights) in the same language used to enroll you as a customer.

If you are a residential customer you are also entitled to the rights and protections of the Home Energy Fair Practices Act (HEFPA) which requires that all utility customers be treated fairly with regard to application for service, customer billing, and complaint procedures. For more information go to [www.dps.ny.gov/resright.html](http://www.dps.ny.gov/resright.html).

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377(8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.ny.gov>.

You can find more information about your energy alternatives by visiting: [www.AskPSC.com](http://www.AskPSC.com)

Clean Energy Option for Con Edison Residential Customers

Product Label – Fuel Mix

Typical grid power in your region is produced almost entirely from dirty fuels like coal, oil, and gas. Ethical Electric ensures that 100% of your electricity comes from clean renewable sources with no carbon emissions or harmful pollutants. This chart compares the content of the electricity plan you have chosen with your region's fuel mix.

Fuel Source	Your Plan	Regional Utility Mix
Renewable Energy		
Wind	100.000%	1.565%
Captured Methane	0.000%	0.291%
Solar Photo-Voltaic	0.000%	0.000%
Solid Waste	0.000%	0.530%
Wood/Biomass	0.000%	0.112%
Non-Renewable Energy		
Coal	0.000%	41.855%
Fuel Cells	0.000%	0.001%
Gas	0.000%	19.415%
Nuclear	0.000%	34.992%
Oil	0.000%	0.349%
Total	100%	100%

Product	Clean Energy Option for Con Edison RESIDENTIAL Customers				
Length of the Agreement	Month-to-month				
Per kWh Price	17.2000¢/kWh				
Fixed Price or Variable Price	1 Month Fixed, then Variable				
Charges	Your bill will be calculated using the rate per kilowatt hour multiplied by kilowatt hours used.				
	Customers who use	250 kWh of electricity	500 kWh of electricity	1000 kWh of electricity	2000 kWh of electricity
	Will pay	\$43.00	\$86.00	\$172.00	\$344.00
Taxes	You must also pay all applicable federal, state, and local taxes and charges				
Sourcing/Renewable Content	Regional. All Ethical Electric products are sourced from 100% renewable energy. See Product Label for full details				
Estimated Start Date	This contract will be effective from the first meter read date on or after the first of the next month (or the current date)				
Contract End Date	This contract will continue on a month-to-month basis until terminated by customer or supplier.				
Fees	\$0.00				
Late Payment Fee	The customer will pay each invoice in full within 20 days of the invoice date or be subject to a 1.5% late payment charge per month.				
Renewal	Your contract will renew at the end of the term. You will receive notice of the pending renewal not less than 30 days nor more than 60 days prior to the renewal date				

This enrollment may be pending your acceptance with the utility. Under no conditions will savings be guaranteed.

Disclosure Statement, Terms and Conditions

This disclosure statement, including the product summary, general terms, together with the enrollment authorization, is an agreement for electric generation services between you (“customer”) and Ethical Electric, Inc. (“Ethical Electric” “we” or “us”).

General Terms and Conditions

This Disclosure Statement, including these General Terms and Conditions, Product Summary, and Product Label together with your signed written enrollment form, electronic online enrollment record or recorded telephonic voice enrollment confirming your enrollment (the Enrollment Authorization), are an agreement for electric generation service, between you and Ethical Electric.

Background

Ethical Electric is deemed eligible by the New York Department of Public Service, to offer and supply electric generation services in NY. We set the generation prices and charges that you pay. The New York Department of Public Service regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will receive a single bill from Con Edison (your electric distribution company [EDC]) that will contain Con Edison charges and Ethical Electric charges.

You may rescind this Agreement without penalty at any time before midnight of the 3rd day after receiving this Agreement. Contact Ethical Electric by phone at 1-888-444-9452 or email at [support@ethicalelectric.com](mailto:support@ethicalelectric.com). Be sure to include your full name, service address and account number when requesting rescission.

Definitions

- Agreement: This Disclosure Statement (including these General Terms and Conditions and Product Summary), as well as your Enrollment Authorization, and any amendments to these documents from time to time.
- Regulating Body/Commission: New York Department of Public Service.
- Distribution Charge: Charge for delivering electricity over a distribution system to the home or business from the transmission system.
- Electric Distribution Company/Utility (EDC): Your EDC is Con Edison.
- Generation Charge: Charge for production of electricity.
- Initial Term: The Initial Term is the time period during which you will receive a fixed price (if you have a fixed term Agreement with us).
- kWh: A kilowatt-hour. This is a measurement of your use of electricity.
- Transmission Charge: Charge for moving high voltage electricity from a generation facility to the distribution lines of an EDC.



000394885

## Frequently Asked Questions About Switching to Clean Energy

**Q. If I switch my electricity to clean, renewable sources, who will my utility company be?**

**A.** CenHud will still deliver electricity to your home, maintain the wires, prepare your bill and provide reliable service. The only thing that would change is where CenHud sources or gets its electricity from: clean, renewable sources like solar and wind provided by Clean Energy Option.

**Q. Where will the clean energy come from?**

**A.** When you switch to clean energy, Clean Energy Option will source electricity produced by solar and wind farms in upstate New York and provide it to CenHud.

**Q. Will I notice any change?**

**A.** Absolutely not. Everything in your home that relies on electricity will run exactly as it always has.

**Q. What if the power goes out?**

**A.** Call CenHud just as you always have. Outages will be no more or less likely than they’ve ever been.

**Q. Are there any charges or fees if I decide to switch?**

**A.** We do not charge any fees to switch. And you can switch back at any time.

**Q. If I get my electricity from clean, renewable sources, will I really be helping the environment?**

**A.** Yes—and in a number of ways. Obviously, you’ll be greatly reducing your household’s “carbon footprint,” by offsetting your electricity usage with electricity that comes from clean, renewable sources, rather than by burning fossil fuels and releasing pollution into the atmosphere. You’ll also be helping to increase demand for clean energy in your area, paving the way for your community, the entire state, and ultimately the country, to become less reliant on “dirty energy” from fossil fuels.

**Q. Can I switch to clean energy if I rent my home?**

**A.** Yes. If you currently receive and pay your electric utility bill every month on your own, then you can choose to use electricity supplier Clean Energy Option. Just sign and return the form enclosed (You don’t even have to inform your landlord!). However, if you live in a building where all units’ electricity usage is rolled into one bill, then you would need to convince the person who manages that utility bill to switch the entire building to clean energy.

**Q. What’s involved in switching to clean energy? Is there an interruption in service? Do people have to come to my home? Do I need any new equipment?**

**A.** All you do is sign and return the Sign & Switch Form below. There will be no interruption of service, no service calls to your home, no new equipment needed. That’s because the switch is actually at the utility company, not at your house. All you’re changing is your energy provider.

## CLEAN ENERGY SIGN & SWITCH FORM

### CLEAN ENERGY OPTION

These instructions concern the account and residence indicated below:

Lucy DiMarco  
8 Park St  
Wappingers Falls, NY 12590-2404



593-8472

SIGNATURE &  
Account Number  
REQUIRED

Your Account Number with CenHud:  
□ □ □ □ □ □ □ □ □ □ □ □

Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

I understand that this switch requires no home visit or service interruption and that I may switch back to a supply that includes fossil fuels at any time without penalty. I acknowledge reviewing the Terms and Conditions and Bill of Rights. I hereby authorize Clean Energy Option to enroll my electric account and provide 100% renewable electric supply service.

X

MAIL THIS ENTIRE PAGE IN THE POSTAGE-PAID ENVELOPE PROVIDED BY 3/31/15

Full Vert. Tear Perf.

Priority Code 499322MBB



Clean Energy Option  
911 CENTRAL AVENUE STE 24  
ALBANY, NY 12206-9911

Lucy DiMarco,

As a CenHud customer, you now have the option to ensure that all the electricity your home pulls from the power grid will be replenished with renewable energy provided by Clean Energy Option.

All you have to do is sign and return the form below.

Dear Lucy DiMarco,

Clean Energy Option is happy to now be able to offer you the option of replenishing all the energy you use with electricity from renewable solar and wind sources.

It couldn’t be easier to convert to clean energy. In fact, you barely have to do anything at all. Just use the form below to obtain your electricity from renewable sources.

There’s nothing to buy, no new equipment needed, no home visit necessary. Use electricity exactly as you do now. Your bill will still come from CenHud. Your supply will come from Clean Energy Option, an Energy Services Company (ESCO) authorized by the NYS Department of Public Services to sell electricity to residential customers.

All you have to do is return the Sign & Switch Form below. Please be sure to include your CenHud Account Number on your Sign & Switch Form.

It may just be the easiest way to help save the world.

Sincerely,

Christy Nagle

Christy Nagle  
Customer Relations  
Clean Energy Option

Please note that Clean Energy Option cannot source your electricity from renewable sources unless your instructions are received. Please sign and return the form below by 3/31/15.

You can also go online to [www.cleaneenergyoption.com](http://www.cleaneenergyoption.com) or call (888) 657-3102 to make your choice.






1

000394885[illegible]

Make sure this address shows through the Business Reply Envelope Window



000394885

[illegible]

and assigns, there are no third party beneficiaries to this Agreement. This Agreement will be governed by the laws of the NY without regard to the application of its conflicts of law principles. Venue for any lawsuit brought to enforce any term or condition of this Agreement will lie exclusively in NY.

**RESIDENTIAL SALES AGREEMENT – REDACTED**

**RESIDENTIAL SALES AGREEMENT – REDACTED**

**VENDOR INFORMATION FORM – REDACTED**