



DISTRIBUTED ENERGY RESOURCE SUPPLIER (DERS) REGISTRATION FORM

Pursuant to the Public Service Commission's October 19, 2017 Order Establishing Oversight Framework and Uniform Business Practices for Distributed Energy Resource Suppliers in Case 15-M-0180 and to the Uniform Business Practices for DER Suppliers (UBP-DERS) adopted in that order, CDG Providers¹ and On-Site Mass Market DG Providers² are required to submit this form. Subsidiaries and partners, including contractors, subcontractors, special purpose entities, and tax equity investors, are not required to submit this form as long as a registered CDG Provider is part of and responsible for ensuring compliance with respect to each project.

FILL OUT AND SUBMIT THIS FORM IN MATTER 17-02273: IN THE MATTER OF REGISTRATION FOR DER SUPPLIERS³ (Attach additional sheets as necessary)

1. Business Information

Business Name: David Energy Supply, LLC
Address: 417 Grand Street, Unit 1
City: Brooklyn State: NY Zip: 11211
Telephone: (917) 924-4095 Fax: (646) 693-6422

¹ Defined as "an entity that is acting or planning to act as a CDG Sponsor for one or more CDG projects, or that is otherwise engaged in soliciting customers, members, or subscribers for a CDG project or CDG projects, through its own employees or agents, on its own behalf. A CDG Sponsor is the entity that organizes, owns, and/or operates a CDG project."

² Defined as "an entity that is engaged in soliciting mass market customers for a project or service that involves the installation of distributed generation equipment, such as solar panels, on the property of those mass market customers, through its own employees or contractors, on its own behalf rather than as a contractor."

³ Instructions on registering and filing are available at

<http://www3.dps.ny.gov/W/PSCWeb.nsf/All/4BDF59B70BABE01585257687006F3A57?OpenDocument>

If you intend to market your services under a DBA, provide a copy of your certificate of assumed name and list the name(s) here: N/A

Type of Provider

CDG Provider _____ Mass Market On-Site DG Provider _____ Both X

Energy Source: (i.e. solar, wind, etc.) Solar, Storage

Provide the contact information for any affiliates conducting energy-related business (including subsidiaries and parent corporations) within New York State or elsewhere.

Business Name: R3 Energy Management Audit & Review, LLC

Contact Name: Ahmed Salman

Address: 417 Grand St, Unit 1

City: Brooklyn State: NY Zip: 11211

Telephone: (914) 909-3940 Fax: n/a

Email Address: ahmed@davidenergy.com

Provide the contact information for any parent company or other corporate entity with an ownership interest of 10 percent or more of the registrant:

Business Name: David Energy Systems, Inc.

Contact Name: James McGinniss

Address: 417 Grand St, Unit 1

City: Brooklyn State: NY Zip: 11211

Telephone: (917) 924-4095 Fax: (646) 693-6422

Email Address: info@davidenergy.com

During the previous 24 months, have any criminal or regulatory sanctions been imposed on the registrant, any senior officer of the registrant, any corporate entity with corporate entity with an ownership interest of 10 percent or any energy affiliates listed above?

Yes _____ No No

If yes, identify the entities or individuals subject to sanctions and provide a detailed explanation of the sanctions:

N/A

Disclose any decisions or pending escalated regulatory actions in other states that affect the registrant's ability to operate in that state, such as suspension, revocation, or limitation of operating authority:

N/A

List and describe any current formal investigations involving the registrant being conducted by law enforcement or regulatory entities:

N/A

List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 24 months:

David Energy Supply, LLC is a wholly-owned subsidiary of David Energy Systems, Inc., and was incorporated in February 2020.

It has one affiliate, R3 Energy Management Audit & Review, LLC, which became a wholly-owned subsidiary of David Energy Systems, Inc. in 2019.

There are no other acquisitions, mergers, dissolutions, or bankruptcy involving the registrant.

List and describe of any security breaches associated with customer proprietary information in the last 24 months that involved the registrant, including a thorough description of the actions taken in response to any such instances:

N/A. There were no security breaches associated with customer proprietary information in the last 24 months that involved the registrant.

2. Contact Information

Executive Contact (Owner, CEO, or Executive responsible for New York service)

Name and Title: **James McGinniss, CEO**

Address: **417 Grand Street, Unit 1**

City: **Brooklyn** State: **NY** Zip: **11211**

Telephone: **(917) 905-0509** Fax: **(646) 693-6422**

Email Address: **james@davidenergy.com**

Regulatory Contact (Individual(s) Responsible for Ensuring Compliance with Regulatory Requirements)

Name and Title: **Lena Golze Desmond, Regulatory Counsel**

Address: **417 Grand Street, Unit 1**

City: **Brooklyn** State: **NY** Zip: **11211**

Telephone: **(917) 924-4878** Fax: **(646) 693-6422**

Email Address: **regulatory@davidenergy.com**

Marketing Contact (Individual(s) Responsible for Responding to Consumer Inquiries and Complaints)

Name and Title: **Corey Hindin, Director of Business Dev.**

Address: **417 Grand Street, Unit 1**

City: **Brooklyn** State: **NY** Zip: **11211**

Telephone: **(917) 924-6780** Fax: **(646) 693-6422**

Email Address: **corey@davidenergy.com**

3. **Additional Requirements**

(Required for New Registrants and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Department of State and a copy of your certificate of assumed name (if applicable);
- Sample sales agreements, including customer disclosure statement, and sample bills for each customer class for each material category of the CDG or On-Site Mass Market products or services that will be offered;
- Copies of information and promotional materials used for mass marketing purposes for each product offering;
- A list of entities, including contractors and sub-contractors, that market on behalf of your company;
- [NYS DPS Office of Consumer Services Service Provider Form](#).

4. **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 registration package, the answers and materials contained in this registration package are true and the registration package submitted is complete and accurate. A DER Supplier that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature:  Print Name: James McGinniss

Title: CEO Date: 09 / 24 / 2020

Company Name: David Energy Supply, LLC

Additional Company Info



David Energy Supply, LLC Company Overview

Company Structure

David Energy Supply, LLC (“David Energy”) is the retail energy arm (and wholly owned subsidiary) of its corporate parent David Energy Systems, Inc. David Energy Systems’ other subsidiary, R3 Energy Management Audit & Review LLC provides comprehensive energy management services to commercial clients in New York and New Jersey. David Energy Systems leadership and management will also manage David Energy Supply.

Company Leadership

David Energy’s leadership team brings a combined 30+ years of experience in the energy industry, with particular expertise in energy management, distributed grid infrastructure, and project development. Its management and operations team also brings an impressive level of experience working with customers to improve their energy systems, from installing multi-building energy efficiency projects and load management and development of digital networks for distributed grids, to regulatory compliance and consumer protections.

Products & Services

Together, the focus of David Energy team is to combine its services and expertise for a holistic approach to all of its customers’ energy needs, whether energy billing management and local law compliance, optimizing distributed energy resources (e.g. solar, battery storage, HVAC controls), or meeting growing customer demand for greener energy. With its strong background in energy management and distributed technologies, part of David Energy’s core value-add is its commitment to ensuring energy software is transparent, easy to engage with, and utilized in service of its customers. David Energy leverages its software-driven approach to individual client needs, from improving energy efficiency to enhancing resiliency through microgrids and finding retail suppliers that meet customer prices and generation preferences. See www.davidenergy.com/projects for more information on current projects.

Customer Base

David Energy currently serves a variety of commercial and industrial customers, including large property owners, industrial manufacturing plants, and universities. It has plans to offer electric service to residential customers on a limited basis. David Energy is a licensed energy supplier in the following jurisdictions:

- New York (Electric, Gas) (May 2020)
- New Jersey (Electric, All Customer Classes) (October 2020)
- Massachusetts (Electric, All Customer Classes) (*application pending*)

Complaint Data

Neither David Energy Supply, LLC nor its affiliates have had any customer complaints within the last twenty-four (24) months. [David Energy Supply, LLC, does not use any trade names].

Security/data breaches associated with Customer Proprietary Information

Neither David Energy nor its corporate parent or affiliates have had any security breaches related to confidential customer utility information (or any other security breaches). David Energy Supply, LLC's parent company (David Energy Systems, Inc.) is currently a registered Demand Response provider with Con Edison, and has signed a Data Security Agreement (DSA) with ConEd and implemented security procedures with respect to Confidential Customer Utility Information. As part of the DSA requirements, David Energy has developed a Data Security Protocol.

History of Bankruptcy, Dissolution, Merger, or Acquisition

Neither David Energy Supply, LLC, nor any of its affiliates, including upstream owners, have any history of bankruptcy, dissolution, merger, or acquisition activities during the 24 months prior to this application.

ATTACHMENT 3

Proof of Registration with NYSDOS

FILING RECEIPT

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ENTITY NAME: DAVID ENERGY SYSTEMS, INC.

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOREIGN BUS)

COUNTY: KING

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FILED:09/24/2019 DURATION:PERPETUAL CASH#:190924000782 FILM #:190924000749
DOS ID:5626874

FILER:

EXIST DATE

MURRAY E. BEVAN, ESQ.
BEVAN, MOSA & GIUDITTA, P.C.
222 MOUNT AIRY RD., SUITE 200
BASKING RIDGE, NJ 07920

09/24/2019

ADDRESS FOR PROCESS:

THE CORPORATION
417 GRAND ST
BROOKLYN, NY 11211

REGISTERED AGENT:



The corporation is required to file a Biennial Statement with the Department of State every two years pursuant to Business Corporation Law Section 408. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

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SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00

FEEs 225.00

FILING 225.00
TAX 0.00
CERT 0.00
COPIES 0.00
HANDLING 0.00

PAYMENTS 225.00

CASH 0.00
CHECK 225.00
CHARGE 0.00
DRAWDOWN 0.00
OPAL 0.00
REFUND 0.00

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DOS-1025 (04/2007)

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through December 1, 2020.

Selected Entity Name: DAVID ENERGY SUPPLY, LLC

Selected Entity Status Information

Current Entity Name: DAVID ENERGY SUPPLY, LLC

DOS ID #: 5726078

Initial DOS Filing Date: MARCH 11, 2020

County: KINGS

Jurisdiction: DELAWARE

Entity Type: FOREIGN LIMITED LIABILITY COMPANY

Current Entity Status: ACTIVE

Selected Entity Address Information

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

DAVID ENERGY SUPPLY, LLC
417 GRAND STREET, UNIT 1
BROOKLYN, NEW YORK, 11211

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
MAR 11, 2020	Actual	DAVID ENERGY SUPPLY, 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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ATTACHMENT 3
Sample Sales Agreement



DAVID ENERGY SUPPLY, LLC
DISTRIBUTED ENERGY MANAGEMENT AGREEMENT

Customer Name	Service & Billing Address	Utility Account No.	Utility	Service / Rate Class

Overview	This document describes your residential solar and battery storage management agreement with David Energy. David Energy will manage your combined solar and storage system to optimize your savings through Value Stack (VDER) compensation and, if applicable, Demand Response programs. You will receive a separate agreement if you also choose David Energy as your electric supplier.
Prices, Fees & Charges	Monthly billing is based on total kWh consumed, offset through kWh generated [through Customer system] and credited to customer's bill [additional details based on specific project] Applicable Credits & Incentives: [VDER, Demand Response] Late Fees: 1.5% per month on overdue balances
Installation	System Location: [describe] Installation Start / Completion Date: [Start] [Completion] Interconnection: [Customer] [Provider] [Installer]
System Size & Generation	System Size: [XXkW] Estimated Annual kWh Generation: [XX/kWh] Estimated Annual Electricity Production Decrease (due to system aging): [XX/kWh] Estimated System Lifetime: [XX] Years
Maintenance and Repairs	[Company] will install and maintain your system, including any repairs and warranty (if applicable). David Energy will not be responsible for system maintenance.
Roof Warranty	Your roof [is / is not] warrantied against leaks or other damage resulting from System installation.
Length of Agreement & End of Contract Term	This agreement will be for two (2) years, commencing on the date listed in your Sales Confirmation. Unless otherwise expressly consented to by both parties in writing, this Agreement renews on a yearly basis. You will receive an annual Renewal Agreement at least 30 days before the end of the initial Term, outlining any changes to the terms of the Agreement.
Early Termination & Selling Your Property	The ETF will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more. There will be a late payment charge of 1.5% per month on overdue balances.
Estimated Benefits	Estimated Annual kWh Generation: [XX/kWh] Credit: [kWh] [VDER] [XX] at time of agreement Estimated Annual Value/Savings: [XX%], based on the terms and conditions of this Agreement.
Guarantees	This contract does not guarantee a minimum level of system performance or production of energy.
Data Sharing & Privacy Policy	Customer authorizes David Energy to obtain information regarding Customer's credit history from credit reporting agencies and certain utility information.
Right to Cancel Without Penalty	A residential Customer may cancel this Agreement within 3 business days of receipt of the sales agreement by calling the toll-free number (855) 524-0270 or emailing info@davidenergy.com .
Customer Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the DPS Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions at http://www.dps.ny.gov/complaints.html , or call David Energy at (855) 524-0270.
Other Terms	*See specific terms and conditions for your specific agreement if applicable
Preparer Name	

Signature of Authorized Company Official or Representative: _____
Signature of Customer: _____

Date: _____
Date: _____

**DISTRIBUTED ENERGY MANAGEMENT AGREEMENT
TERMS & CONDITIONS [DAVID ENERGY – CUSTOMER]**

1. **Residential Storage Management Agreement.** This is an agreement between David Energy Supply, LLC (“Company” or “David Energy”), an independent energy services company, and the undersigned customer (“Customer”), under which Customer agrees to allow David Energy to manage Customer’s solar and/or storage system. If applicable, David Energy will enroll Customer in demand management and demand response programs at both the utility and wholesale level (“DR Programs”), described in Schedule B of this Agreement. Customer will receive a separate agreement if Customer chooses David Energy as its electric supply provider.
2. **Term & Renewal.** The Initial Term of Agreement shall be for a period of two (2) years commencing on the date listed in your Sales Confirmation (“Agreement Term”). At least 30 days and no more than 60 days prior to the renewal date, David Energy will notify Customer in writing of the terms of renewal of this Agreement and obtain Customer’s express consent to renew, reject or renegotiate this Agreement. Any obligation by David Energy to provide credits to Customer for past performance in compliance with the terms of this Agreement as of the termination date shall survive termination of the Agreement.
3. **Pricing, Fees & Charges.** Subject to the terms and conditions of this Agreement, David Energy agrees to sell the Customer 100% of the VDER kWh monetary credit value of the [utility] account(s) listed on Schedule A of this Agreement, and Customer agrees to purchase the kilowatts generated from the [project] listed in this agreement at [XX]/cents per kWh or [XX]% less than the VDER monetary credit value, whichever is the lesser of the two.
4. **Billing & Payment.** You will receive two (2) bills each month: one from [utility], reflecting the total kWh generated at [project] sites and amount of VDER credits earned; and one from David Energy, based on the on total kWh consumed offset by the total kWh generated at [project] sites and credited to your bill. Customer will pay David Energy balance due on each invoice from David Energy by bank wire or ACH in full within twenty (20) days after the invoice date or be subject to a late payment charge of 1.5% per month. A \$25 fee will be charged for all returned payments.
5. **Estimated Benefits.** David Energy estimates that you will receive approximately [XX%] over the course of the Agreement Term, based on terms and conditions of this Agreement, which will be provided as monetary bill credits based on the Value Stack.
6. **Guarantees.** This contract does not guarantee a minimum level of system performance or production of energy.
7. **System Size, Generation.** Project Location & Size: [location] [size]. Anticipated In-Service Date: [Month / Day] 2021.
8. **Installation, Maintenance & Repairs, Warranty, etc.** [Contractor] will install and maintain your system, including any repairs and warranty (if applicable). David Energy will not be responsible for system maintenance. Your [system] [is / is not] warrantied against leaks or other damage resulting from System installation.

9. **Customer Obligations.** Customer shall provide Company and/or its system support contractors with full, safe, and free access to the Customer's premises and the metering and communications equipment during normal business hours for installation, adjustment, maintenance, or repair of the equipment, at mutually acceptable times subject to acceptable insurance as maintained by the Company, or its subcontractors or agents, for such installation work according to state and local regulations.
10. **Taxes and Laws.** Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on David Energy's net income, shall be paid by Customer, and Customer agrees to indemnify David Energy and hold David Energy harmless from and against any and all such taxes.
11. **Cancellation.** A Customer may cancel the agreement without penalty within three (3) business days of receipt of confirmation. A Customer may also cancel the agreement without penalty, if they have moved within or outside the LDC's franchise area, have a disability that renders the Customer of record unable to pay for Supplier's service, and/or the Customer of record's death. Customer is liable for all David Energy charges, including Early Termination Fees or Late Fees, if applicable. David Energy reserves the right to charge the Customer for all costs related to collection of an outstanding debt from a Customer including court fees, legal fees, and other administrative costs.
12. **Termination & Early Termination Fee.** If Customer fails to meet its obligations under this Agreement then, in addition to any other remedies that it may have, David Energy may terminate this Agreement upon twenty (20) days written notice to Customer. A final bill will be rendered within twenty (20) days after the final scheduled meter reading. Any residential customer that terminates before the end of the Initial Term will be subject to an Early Termination Fee of \$100 (if a 12-month contract) and \$200 (if a 24-month contract).
13. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of David Energy, which may not be unreasonably withheld. David Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity.
14. **Information Release Authorization & Privacy Policy.** Customer authorizes David Energy to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; tax status and eligibility for economic development or other incentives ("Customer Information"). Customer's execution of this Agreement shall constitute authorization for the release of Customer Information to David Energy. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to David Energy or by calling David Energy at (855) 524-0270. David Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization. This information may be used by David Energy to determine whether it will commence and/or continue to provide energy supply service to Customer. You agree that David Energy may share your information with David Energy's subsidiaries and/or affiliates, your utility, and any service vendor or others David Energy uses to support its business, including any third-party entities with whom David Energy has

relationships. Customer Information as described will be treated confidentially by David Energy in accordance with best practices and industry standards.

- 15. Customer Access to Data.** Upon enrollment with David Energy, Customer will have access to their data including via David Energy's Customer Portal. Customer Information will be treated confidentially by David Energy in accordance with best practices and industry standards (including all Customer Data identified as Confidential Customer Utility Information in the LDC Data Security Agreement).
- 16. Consumer Protections.** The services provided by David Energy to Customer are governed by the terms and conditions of this Agreement and the New York State Public Service Commission (NYPSC) rules and regulations, including the Uniform Business Practices (UBP-DER) and other applicable requirements. Customer may obtain additional information by contacting David Energy at (855) 524-0270 or the NYPSC at 1-800-342-3377 (General Helpline), 1-888-697-7728 (ESCO Hotline), by writing to New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or via its website at: <http://www.dps.ny.gov>. You may file a complaint on the Helpline or by following the instructions at <http://www.dps.ny.gov/complaints.html>.
- 17. Telephone Communication.** You agree that by accepting this Agreement and providing to David Energy, its affiliates and/or assigns, your phone number, which can include a landline and or/mobile number, David Energy, its affiliates and/or assigns may call and/or text you with autodialed and/or pre-recorded information.
- 18. Warranty.** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and David Energy. David Energy makes no representations or warranties other than those expressly set forth in this Agreement, and David Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.
- 19. Force Majeure.** David Energy will make commercially reasonable efforts to provide the energy and demand management services described in this Agreement. However, certain causes and events out of the control of David Energy ("Force Majeure Events") may result in interruptions in service. In the event that David Energy is rendered unable, wholly or in part, to perform its obligations under this Agreement due to events not reasonably anticipated or within either party's control, David Energy will not be liable for any interruptions or damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the LDC system, curtailment by Customer's LDC or David Energy transportation capacity, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), or any other cause beyond David Energy's control.
- 20. Liability.** The remedy in any claim or suit by one party against the other will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived. In no event will either David Energy or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

- 21. Waiver of jury trial and class action claims.** Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action, claim or proceeding relating to this agreement. each party (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise, that such other party would not, in the event of such a suit, action, claim or proceeding, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have not been induced to enter into this agreement by among other things the mutual waivers and certifications in this section. Both parties further agree irrevocably and unconditionally to waive any right to initiate or become a party to any class action claims with respect to any action, suit or proceeding directly or indirectly arising out of or relating to this agreement or the transactions contemplated by this agreement.
- 22. Dispute Resolution.** The services provided by David Energy to Customer are governed by the terms and conditions of this Agreement. In the event of a billing dispute or a disagreement involving David Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact David Energy by telephone or in writing as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of the NYPSC.
- 23. Regulatory Changes.** This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, acts of any governmental authority, or regulatory structure ("Regulatory Change") which impacts all similarly situated market participants with respect to any term, condition or provision of this Agreement including, but not limited to price or environmental attributes, David Energy shall have the right to modify this Agreement to reflect such Regulatory Change by providing thirty (30) days written notice of such modification to the Customer, such notice to include supporting documentation with reasonable detail regarding the cause and cost impact of the Regulatory Change.
- 24. Choice of Laws; Venue.** Venue for any lawsuit brought to enforce any term or condition of this Agreement shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.
- 25. David Energy Contact Information.** Customer may contact David Energy, Monday through Friday, from 8:00am – 7:00pm EST. Customer may call the toll-free (855) 524-0270 or main office at (917) 924-4095. Customer may also write to David Energy at: 417 Grand Street, Brooklyn, NY 11211 or email David Energy at info@davidenergy.com with any questions.
- 26. Emergency Service.** The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call emergency personnel and their LDC [Con Edison (1-800-75CONED); Orange & Rockland (1-877-434-4100); Niagara Mohawk (1-800-892-2345); Central Hudson (1-800-527-2714); RG&E (1-800-743-1701); NYSEG (1-800-572-1131)]. Customer should then call David Energy at: (855) 524-0270.
- 27. Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

28. Forward Contract. Each Party acknowledges that this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code. Neither this Agreement nor your Customer Allocation has been registered under the Securities Act of 1933, as amended, or similar law. You agree that you are not entering into this Agreement or acquiring the right to Bill Credits for the purpose of selling or trading them, but solely for personal use.

Customer and David Energy have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices for Distributed Energy Resources (UBP-DERS).

DAVID ENERGY SUPPLY, LLC

By:_____

Name:_____

Title:_____

Date:_____

CUSTOMER

By:_____

Name:_____

Title:_____

Date:_____

Attachments

Schedule A: Sales Confirmation

Schedule B: Customer Demand Response Aggregation Agreement [*if applicable*]

SCHEDULE A
SALES CONFIRMATION

CUSTOMER INFORMATION	DETAIL
Customer Name & Primary Contact	
Customer Billing Address	
Contact Telephone	
Contact Email	
Customer Property Name	
Service Address	
Utility & Utility Account No.	
Service / Rate Class	
Point of Delivery	
Receipt Point	
Customer Meter Type	
Customer NYISO Load Zone	
Agreement Start Date	
Agreement End Date	
Agreement Term	

CUSTOMER SYSTEM INFORMATION	DETAIL
Customer Meter Type	☐ AMI ☐ Hourly Interval Meter
Customer Generator Type	☐ Energy Storage ☐ Solar & Storage ☐ Other Onsite Generation (please specify):
Generator Nameplate Capacity in kW	
Date Installed & Installer	
Estimated Annual Energy Output of Project	
Program Enrollments – Retail	☐ DLRP ☐ CSRP
Program Enrollments – Wholesale	☐ EDRP ☐ SCR ☐ Ancillary
Program Enrollments – Other	☐ CDG ☐ ESCO ☐ VDER
Method of Curtailment (if enrolled in Demand Response)	☐ Curtailment Only ☐ Emergency Generation ☐ Both Curtailment & Emergency Generation

SCHEDULE B
CUSTOMER - DEMAND RESPONSE AGGREGATION AGREEMENT

- 1. Term & Renewal – DR Programs.** If Customer is enrolled in a DR Program, the Customer must remain in the Program or another [NYISO] [ConEd] Demand Response Program with Company as the Enrolling Participant for the period of one year or until [DATE], whichever is earlier. The Agreement will renew automatically from year-to-year unless you notify us in writing that you do not wish to renew at least thirty (30) days before the end of the Agreement Term. David Energy will provide Customer with a Renewal Agreement setting forth the kW reduction level that Customer will be registered for. Customer agrees to comply with the Confirmation, however in no case shall Customer be required to exceed the performance parameters set forth in the Sales Confirmation.
- 2. Customer Baseline and Performance Measurement.** Your utility will calculate your baseline performance from your demand interval data. In the event that valid data cannot be submitted due to a metering failure or any other cause, interval data may be estimated by David Energy and submitted to the utility, subject to its acceptance by the utility.
- 3. Procedure for Requests to Reduce Load – DR Programs.** Customer shall provide a primary and secondary contact person's name and information for notification of a mandatory load reduction on [Schedule A]. David Energy will forward [NYISO / ConEd] event notifications electronically to the specified e-mail address, notifying Customer when a Curtailment Event is called, how long the Curtailment Event will last, and how Customer's load will be affected.
- 4. Customer Compensation.** You will receive an annual payment from David Energy based on your performance during demand response events, as measured by the [Utility][ISO].
- 5. Customer Obligations.** Customer confirms it is not operating a load curtailment program of a supplier or other entity. Customer will provide David Energy with all necessary information to register Customer in the program selected by David Energy. Customer grants to David Energy discretion to determine which program Customer is enrolled in, and whether or not to enroll Customer in a program any given year. Customer agrees to curtail its electric usage for all Event (Pre-emergency, Emergency) and Test hours during the Performance Obligation Period as dispatched by [NYISO] [ConEd] and/or David Energy for Customer's zone. Customer agrees to begin curtailing in sufficient time to meet Customer Performance Requirements when notified and agree to use best efforts to curtail our usage. By signing below, Customer acknowledges that it has reviewed the Program Summary below.

Details	ConEd Commercial System Response Program (CSRP)
Program Summary	CSRP is a utility program designed reduce peak demand at network level by providing monetary incentives to customers to reduce energy use during specified times ("Events"). CSRP Events are triggered when Day-Ahead peak demand forecast reaches 92% of overall summer peak demand forecast.Participation in Planned Events is mandatory. Participation in Unplanned Events is Voluntary.

David Energy Role	David Energy is a registered Curtailment Service Provider (“CSP”). It will enroll you and other customers in the same utility zone in demand response programs and manage your energy during Events, and will compensate you for your participation (on an annual basis).
Eligibility & Enrollment Restrictions	May 1 Program: Must be enrolled by April 1 June 1 Program: Must be enrolled by May 1 Enrollment of Customers already enrolled in Rider R (Value Stack Tariff) means a one-time, irreversible decision to forgo DRV or LSRV compensation for remainder of VDER term. VDER Customers are also ineligible for performance payments.
Meter Quality	Communicating Interval Meter or AMI
System Size	Customer system size must be 50kW or aggregated under a registered Curtailment Service Providers (CSP)
Event Availability	Call Days: Monday - Friday (excluding federal holidays) Call Times: 11am-3pm, 2pm-6pm, 4pm-8pm, 7pm-11pm Test: Minimum of one (1) test of one (1) hour per year
Event Notice & Participation Requirements	Planned Event: Advisory notice 21 hours or more before event. Notice to confirm or cancel 2 hours before event. Mandatory 4-hour participation. Unplanned: Advisory notice 21 hours or less before the event. Notice to confirm or cancel 2 hours before event. Voluntary participation across all event hours. Voluntary: This event type can have the notification scenarios of CSRP Planned or CSRP Unplanned. Voluntary participation across all event hours.
Expected Reduction	TBD
Customer Compensation	Customers will receive one (1) payment, issued annually in [month] Load Relief provided during Planned Event: \$[xx]/kWh Load Relief provided during Unplanned Event: \$[xx]/kWh

DAVID ENERGY SUPPLY, LLC

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 3
Sample Bill



DAVID ENERGY SUPPLY, LLC

417 Grand Street
Brooklyn, NY 11211
info@davidenergy.com
(855) 524-0270

Dear CUSTOMER:

Thank you for being a part of our [**distributed energy management**] program! You are helping power your local community with renewable sources. As a result of your participation, you have received a credit of [**XX**] on your latest [**Utility**] bill. You will see this amount labeled as an "adjustment" on your [**Utility**] bill.

David Energy will therefore be debiting [amount] from the billing account you have on file with us [**X**] days from now.

Bill to

Customer Name
Customer Address
Customer Contact Info

Invoice

Invoice Period

Description

Product	[Description]
Community [Solar] production facility	[Description]
Production Month	[Month, Year]
Credits applied to utility account number	[account #]
VDER credits applied to your [Utility] Bill	[credits]
Savings [XX.XX%]	[savings]
	[totals]

Payment Method

[Method]

Questions about why you're getting these emails?

Please contact info@davidenergy.com, call us toll-free at (855) 524-0270, or mail us at: 417 Grand Street, Brooklyn, NY 11211

ATTACHMENT 3
Mass Marketing
Material (Sample Copy)



A New Kind of Energy Provider

David Energy is the first electricity provider to cater exclusively to customers with distributed energy resources.



We're entering a new era on the electricity grid...

The growth of distributed energy resources (DERs) such as smart thermostats, battery storage, solar power, combined heat and power, and advanced HVAC controls is fundamentally changing the electric grid and creating opportunities for end-users to acquire and profit from resilient, cheap and clean power. This calls for an entirely new type of energy provider — one prioritizing transparency, ease of use and customer control. David Energy is a new kind of retail energy provider whose software driven approach slashes costs while simplifying your energy management process.

Our solutions bring you cheaper, cleaner, more reliable power, while giving you more control over your entire energy strategy.

David Energy provides advanced energy management solutions to meet unique building needs.



Our energy operating system, Mycor, is an intelligent management tool used to handle all of a building's energy needs. Mycor uses machine learning to leverage DERs into energy markets, using software in order to create lower cost, simple, and transparent energy supply contracts.



As the world shifts to carbon-free energy, ensuring your building is as sustainable and energy-efficient as possible is imperative, especially in the face of new regulations like the Climate Mobilization Act. In New York, we help real estate portfolio owners to make the energy decisions needed to comply with Local Laws 97 and 95.



We understand installing and optimizing DERs is a complex endeavor. At David, we act as the glue that holds your project together, whether that means securing financing, building software to communicate between deployed assets, maximizing the return of these assets in power markets, or all of the above. We reduce energy bills for our customers, without a dime upfront.

For Building Owners / Managers

David Energy provides portfolio owners and building managers with one unified Energy Operating System that provides easy to understand and transparent energy billing, lowers bills by automatically leveraging building controls and DERs such as advanced HVAC controls into broader energy markets, and helps comply with local energy laws.

For DER Project Developers

David Energy offers a unified software platform that schedules the full value stack of price signals for any DER in both local and wholesale energy markets. The transparent controls, intuitive design and integration with supply contracts allow developers to maximize ROI and provide an unparalleled customer experience.

To see how we can make energy easier for you, contact: info@david.energy

ATTACHMENT 3
Marketing Entities List



Product & Marketing Partners

David Energy does intend to utilize broker and channel partnerships to market to potential customers. However, as of November 2020, David Energy has not yet finalized broker or third-party partnerships for purposes of marketing to and enrolling customers.

When it does, it will resubmit this document under the appropriate DMM Docket Proceeding.

Additional Marketing Methods Information

Marketing	Will use Method to Market to Customers?	Will Use Method to Enroll Customers?
Online	David Energy anticipates marketing via its website and promotion via social media channels: Website: www.davidenergy.com Instagram: https://www.instagram.com/davidenergysystems/ Twitter: https://twitter.com/thedavidenergy?lang=en LinkedIn: https://www.linkedin.com/company/david-energy/	David Energy does not currently offer online enrollment, but may in the future David Energy will email customers Sales Agreements for hard copy signatures
Appointment	Yes	Yes (in-person appointments)
Kiosk /Events	David Energy will engage in marketing via trade conferences	No
Telemarketing	David Energy does anticipate engaging in limited telemarketing to C&I customers, but only through dedicated in-house employees. If David Energy uses third-party telemarketers in future, it will submit an updated Marketer List to the NYPSC.	Yes, but not for Residential Customers.
Door to Door	No	No
Direct Mail	No	No
Vendors	Anticipated 2021	Yes

OCS Form



New York State Public Service Commission

Office of Consumer Services
Service Provider Contact Information

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

Date 10/1/2020

Company Name David Energy Supply, LLC

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

President James McGinniss (CEO)
Mailing Address 417 Grand Street, Unit 1, Brooklyn, NY 11211

Email Address _____
Phone Number (917) 905-0509 Fax Number (646) 693-6422

Vice President / Director of Customer Service Corey Hindin
Mailing Address 417 Grand Street, Unit 1, Brooklyn, NY 11211

Email Address corey@davidenergy.com
Phone Number (917) 924-6780 Fax Number (646) 693-6422

Primary Regulatory Complaint Manager Diana Chen
Mailing Address 417 Grand Street, Unit 1, Brooklyn, NY 11211

Email Address info@davidenergy.com
Phone Number (914) 359-6386 Fax Number (646) 693-6422

Secondary Regulatory Complaint Manager Lena Golze Desmond
Mailing Address 417 Grand Street, Unit 1, Brooklyn, NY 11211

Email Address regulatory@davidenergy.com
Phone Number (917) 924-4878 Fax Number (646) 693-6422

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

Email: info@davidenergy.com Fax: (646) 693-6422
(preferred method)