



Energy Partner Consultants Inc

August 3, 2023

Hon. Michelle L. Phillips  
Secretary to the Commission  
NYSPSC  
Agency Building 3  
Albany, NY 12223-1250

Re: Energy Consultant /Broker Registration

Dear Hon. Michelle L Philips:

Please find the enclosed application of Energy Partner Consultants Inc. for Energy Consultant in New York State.

Some of the items that you requested have been submitted directly by mail to the Public Service commission. This is due to the confidential nature of these documents.

Please contact me if any additional information is needed.

[Wendym@epchq.com/518-331-4627](mailto:Wendym@epchq.com/518-331-4627)

Best regards,

Wendy martin

Energy Partner Consultants Inc

RECEIVED  
DEPT. OF PUBLIC SERVICE  
FINANCE & BUDGET  
2023 AUG 28 AM 7:28



# Department of Public Service

---

## ENERGY BROKER AND ENERGY CONSULTANT REGISTRATION FORM

---

Pursuant to the Public Service Commission's Order Adopting Energy Broker and Energy Consultant Registration Requirements in Case 23-M-0106 and the Uniform Business Practices edits adopted in that order, Energy Brokers<sup>1</sup> and Consultants<sup>2</sup> are required to submit this form. Direct Employees of an Energy Broker or Energy Consultant are not required to submit this form as long as a registered Energy Broker or Energy Consultant is responsible for ensuring compliance.

**FILL OUT AND SUBMIT THIS FORM IN MATTER 23-01227  
IN THE MATTER OF REGISTRATION FOR ENERGY  
BROKERS AND CONSULTANTS<sup>3</sup>**

(Attach additional sheets as necessary)

### 1. Business Information

Business Name: Energy Partner Consultants INC

Address: 52 mill road

City: Iatham State: ny Zip 12110

Telephone: 5183314627 Website: energypartnerconsultants.

<sup>1</sup> Energy Broker is defined within the UBP as "A non-utility entity that performs energy management or procurement functions on behalf of customers or ESCOs, and (1) that assumes the contractual and legal responsibility for the sale of electric supply service, transmission or other services to end-use retail customers, but does not take title to any of the electricity sold, and does not make retail energy sales to customers, or (2) that assumes the contractual and legal obligation to provide for the sale of natural gas supply service, transportation or other services to end-use retail customers, but does not take title to any of the natural gas sold, and does not make retail energy sales to customers."

<sup>2</sup> Energy Consultant is defined within the UBP as "any person, firm, association or corporation who acts as broker in soliciting, negotiating or advising any electric or natural gas contract, or acts as an agent in accepting any electric or natural gas contract on behalf of an ESCO."

<sup>3</sup> Instructions on registering and filing are available at

<https://dps.ny.gov/dmm-help-electronic-filing-registration-instructions>

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: \_\_\_\_\_

Type of Provider:

Energy Broker \_\_\_\_\_ Energy Consultant  Both \_\_\_\_\_

Nature of business being conducted:

Type of customers: (Check all that apply)

Residential  Large Commercial   
Industrial  Small Commercial

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

Business Name: Energy Partner Consultants Inc.

Contact Name: Wendy Martin

Address: 52 mill road

City: latham State: N Zip: 12110

Telephone: 5183314627 Fax: 63164981656

Email Address: wendym@epchq.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: N A

Contact Name: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

During the previous 36 months, have any criminal or regulatory sanctions been imposed on the registrant, any senior officer of the registrant, any corporate entity with an ownership interest of 10 percent or any energy affiliates listed above?

Yes \_\_\_\_\_ No xxx \_\_\_\_\_

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

NA

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List and explain any acquisitions, mergers, dissolutions, or bankruptcy involving the registrant that occurred in the previous 36 months:

N/

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List and describe of any security breaches associated with customer proprietary information in the last 36 months that involved the registrant, including a thorough description of the actions taken in response to any such instances:

NA

---

---

---

---

---

---

List all states in which the registrant has received authority to sell/broker services within the past 36 months. Indicate whether the registrant is actively providing services or not:

State: \_\_\_\_\_ Status: \_\_\_\_\_ Date Issued: \_\_\_\_\_  
State: \_\_\_\_\_ Status: \_\_\_\_\_ Date Issued: \_\_\_\_\_  
State: \_\_\_\_\_ Status: \_\_\_\_\_ Date Issued: \_\_\_\_\_  
State: \_\_\_\_\_ Status: \_\_\_\_\_ Date Issued: \_\_\_\_\_  
State: \_\_\_\_\_ Status: \_\_\_\_\_ Date Issued: \_\_\_\_\_  
State: \_\_\_\_\_ Status: \_\_\_\_\_ Date Issued: \_\_\_\_\_

List all states in which registrant or its affiliates has been denied approval and/or had authority revoked:

NA

---

---

---

---

---

---

List all municipalities in which the registrant will be performing door-to-door marketing activities in New York State Further provide an attachment including all municipality permits obtained by the registrant.

NA-We Dont do door to door marketin

---

---

---

---

---

---

## 2. Contact Information

The contacts listed below must be direct contacts for individuals, not for a shared mailbox or general phone number.

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

Name and Title: Wendy Martin CEO

Address: 52 mill road

City: latham State: ny Zip: 12110

Telephone: 5183314627 Fax: 6316498165

Email Address: wendym@epchq.com

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

Name and Title: wendy martin

Address: 52 mill road

City: latham State: ny Zip: 12110

Telephone: 5183314627 Fax: 6316498165

Email Address: wendym@epchq.com

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

Name and Title: All infofrmation same as above

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

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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



**(Required for New Registrants)**

- A sample standard Agreement between the Energy Broker or Energy Consultant and the customer;
- Sample forms of the notices sent upon assignment of sales agreements, discontinuance of service, or transfer of customers to other providers;
- Procedures used to obtain customer authorization for access to a customers' historic usage or credit information;
- Information on the methods by which the applicant intends to market energy products and services;
- Sample copies of informational and promotional materials that the applicant uses for mass marketing purposes;
- Sample disclosures of compensation;
- Proof of registration with the New York State Department of State or proof of an assumed name certificate (DBA) filed with the county clerk;
- Proof of registration to act as a marketer in any municipality where such registration is required;
- An annual \$500 registration fee;
- Proof of an irrevocable standby letter of credit held with a reputable financial institution that identifies that Department as the beneficiary in the amount of:
  - \$100,000 for registering Energy Brokers; and
  - \$50,000 for registering Energy Consultants;
- A completed Service Provider Contact Form, which can be found here, identifying the Energy Broker or Energy Consultant's employee(s) responsible for resolving consumer complaints received by the Department and referred to the Energy Broker or Energy Consultant

**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. An Energy Broker or Consultant that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature: *wendy martin* Print Name: wendy martin  
Title: CEO Date: 7/24/2023  
Company Name: Energy Partner Consultants Inc

**(Required for New Registrants)**

- 1 • A sample standard Agreement between the Energy Broker or Energy Consultant and the customer;
- 2 • Sample forms of the notices sent upon assignment of sales agreements, discontinuance of service, or transfer of customers to other providers;
- 3 • Procedures used to obtain customer authorization for access to a customers' historic usage or credit information; *Exhibit A*
- 4 • Information on the methods by which the applicant intends to market energy products and services;
- 5 • Sample copies of informational and promotional materials that the applicant uses for mass marketing purposes;
- 6 • Sample disclosures of compensation; *Exhibit C*
- 7 • Proof of registration with the New York State Department of State or proof of an assumed name certificate (DBA) filed with the county clerk; *Exhibit B*
- 8 • Proof of registration to act as a marketer in any municipality where such registration is required;
- 9 • An annual \$500 registration fee;
- 10 • Proof of an irrevocable standby letter of credit held with a reputable financial institution that identifies that Department as the beneficiary in the amount of:
  - \$100,000 for registering Energy Brokers; and
  - \$50,000 for registering Energy Consultants;
- A completed Service Provider Contact Form, which can be found here, identifying the Energy Broker or Energy Consultant's employee(s) responsible for resolving consumer complaints received by the Department and referred to the Energy Broker or Energy Consultant

*See Attached*

*Enclosed  
True  
and  
Valid*

**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. An Energy Broker or Consultant that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature: *wendy martin* Print Name: wendy martin  
Title: CEO Date: 7/24/2023  
Company Name: Energy Partner Consultants Inc



**Requirements for New registrants. Energy Partner Consultants Inc.**

**Answers to Section 3 page 6**

**Section three**

- 1.) We do not have agreements between the Energy consultant (EPC) and the customer. The ESCO provides the contract for the client.**
- 2.) We maintain communication with clients by email and phone. Energy Partner Consultants is in constant contact with clients. They are fully aware of the change when they are provided the fixed rates by email and are made aware of who the supplier will be. Once the client decides a contract is supplied by the ESCO that they have chosen. If they sign a contract with an ESCO or third-party supplier this is provided in their contract. The utility company also sends out notice to the utility client if the customer has changed suppliers. Esco also provides the date that all contracts will go into place on the contract has been agreed upon with the customer.**
- 3.) If historical usage is needed from a client, we provide LOA that they fill out and they send back. See attached Labeled Exhibit A**
- 4.) Energy Partners Consultants Inc has been around for fourteen years. The CEO is a member of many associations where she holds a position on the board of directors. We are recommended by this association as the preferred energy consultant. We attend conferences, and conventions where we do networking. Most of our clients have been with us for numerous years. The mainstream of new business is referred to us.**
- 5.) We don't send out MASS marketing material. If we receive a referral, we send an email to the client.**
- 6.) Sample Disclosure of compensation. We have referral agreements with each third-party supplier. Compensation is not specified in this agreement. There is a commission repost that is provided on a monthly basis. These change according to monthly usage.**
- 7.) Proof of registration with the New York Department of State. See attached Exhibit B**
- 8.) We don't market in any municipality. Not Applicable**
- 9.) Annual Registration paid by mail.**
- 10.) Proof of irrevocable standby letter was mailed in with payment**



Energy Partners Consultants Group  
SAVE YOUR ENERGY FOR US

DATE:

**Re:** Letter of Authorization for Energy Partner Consultants to serve as agent for negotiating electric and natural gas supply agreements.

To Whom It May Concern:

This letter provides authorization for **Energy Partners Consultants Inc.** to act as an agent in negotiating electric and natural gas supply agreements on behalf of \_\_\_\_\_, for the following location and respective utility accounts.

**Service Address:**

**Account Number(s):**

Sincerely,

Signature \_\_\_\_\_

Exhibit B



New York State Department of Taxation and Finance

Taxpayer Services and Revenue Division
W A Harriman Campus
Albany NY 12227

Date: 12/14/2009

Account Verification Notice: New York State Withholding Tax

ENERGY PARTNER CONSULTANTS, INC.
878 OBRIEN AVE
SCHENECTADY NY 12303-3694

Dear Employer:

A New York State withholding tax account for the above named entity has been opened (or reactivated) with identification number 271166899 8.

If corrections are necessary, return this form as soon as possible to: NYS TAX DEPARTMENT
TCC-ACCOUNT SERVICES SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227

Changes in account information

Identification number

Mailing address

Physical address

Paid preparer address
c/o:

Contact person: \_\_\_\_\_ Daytime phone: (\_\_\_\_) \_\_\_\_\_

Enclosed are forms and information that may be useful to a new employer. Form NYS-50, Employer's Guide to Unemployment Insurance, Wage Reporting, and Withholding Tax, containing general information about unemployment insurance, wage reporting, withholding tax, and new hire reporting, and Form NYS-50-T, New York State, New York City, and Yonkers Withholding Tax Tables and Methods, are being mailed to you separately. Your booklet of Form NYS-1, Return of Tax Withheld, coupons, and quarterly returns will also be mailed to you separately.

Need help?



Internet Access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: Forms are available 24 hours a day, 7 days a week. 1 800 748-3676



Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.
Withholding Tax Information Center: (518) 485-6654
For in-state callers without free long distance: 1 877 698-2910
To order forms and publications: (518) 457-5431
For in-state callers without free long distance: 1 800 462-8100



Text Telephone (TTY) Hotline for persons with hearing and speech disabilities using a TTY: If you have access to a TTY, contact us at 1 800 634-2110. If you do not own a TTY, check with independent living centers or community action programs to find out where machines are available for public use.



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

Exhibit B

N. Y. S. DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

=====  
ENTITY NAME: ENERGY PARTNER CONSULTANTS, INC.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: SCHE

=====  
FILED:10/21/2009 DURATION:PERPETUAL CASH#:091021000918 FILM #:091021000854

FILER:

EXIST DATE

-----  
TERANCE M. RUSO  
156 BROADWAY

-----  
10/21/2009

RENSSELAER, NY 12144

ADDRESS FOR PROCESS:

-----  
THE CORPORATION  
878 O'BRIEN AVENUE  
SCHENECTADY, NY 12303

REGISTERED AGENT:  
-----

STOCK: 200 NPV

=====  
SERVICE COMPANY: \*\* NO SERVICE COMPANY \*\*

SERVICE CODE: 00 \*

FEES 160.00  
-----  
FILING 125.00  
TAX 10.00  
CERT 0.00  
COPIES 0.00  
HANDLING 25.00

PAYMENTS 160.00  
-----  
CASH 160.00  
CHECK 0.00  
CHARGE 0.00  
DRAWDOWN 0.00  
OPAL 0.00  
REFUND 0.00

**Sample Disclosure Exhibit C related to Page 6 question 6**

**Sample Disclosure of Compensation with Suppliers**

Supplier and certain of its affiliates or subsidiaries are or may become engaged in the business of providing retail gas and/or electric sales and related services ("Energy Services") to entities within the regions. Suppliers and/or its affiliates elect to serve (hereinafter references to the suppliers shall mean Suppliers and/or its affiliates).

Supplier may terminate this agreement immediately if; (i) Broker violates any applicable laws; (ii) Broker or Broker's principals, employees or agents engage in materially false or misleading representations regarding suppliers or its products or services; (iii) Broker or Broker's principals are charged with or convicted of a felony.

Immediately upon termination of this agreement, Sales Partner shall cease all promotion, marketing, and soliciting of supplier's contracts.

Throughout the term, the sales partner shall deliver to supplier the identity of potential customers for the purpose of customers contracting with supplier for energy services. The sales partner shall provide all pertinent information relating to the customer and customer's energy service needs. Upon request from supplier such information may include but not limited to the most recent 12-month historical gas and/or electricity usage information as provided by the local distribution company ("LDC"), general customer contact information, bill copies and credit information regarding such customer.

Sales partner shall present all necessary documents and information to the customer for the purpose of allowing customer to execute a customer agreement. The sales partner shall promptly deliver to supplier all documents executed by the customer for contracted energy services with supplier.

The sales partner shall quote to customer only those prices provided by supplier pursuant to section 4.2. Sales partner shall have no authority to change, modify, limit, expand or amend any customer agreement under any circumstances, or to quote to any customer a price different than the pricing provided by supplier without the prior written consent of supplier. Sales brokers may add a broker fee (commission) pursuant to appendix 1-Broker Fees. Orders from customers shall be submitted by the sales partner only in the form provided by the supplier and must be signed by the customer or an authorized representative of the customer.

The sales partner shall assist, where commercially reasonable, to resolve any customer complaints, including complaints filed with the Better Business Bureau, any news-distributing entity or federal, state or local governmental agency.

Sales partner shall refrain from making any alterations in supplier's materials. Supplier's materials include, but are not limited to, Customer agreements, offer sheets, presentations sheets, marketing materials, press releases or any other proprietary or publicity available information regarding supplier.

Sales partner shall perform the duties listed in this agreement with standards of care, skill and diligence consistent with (i) all applicable laws and regulations; (ii) degree of knowledge and judgement normally exercised by professional firms and of individuals with respect to services of a similar nature.

### **Supplier Responsibilities**

Supplier shall, upon receipt of a potential customer's information as described in section 3.1, notify their sales partner if supplier will provide pricing information and customer agreement documents for said customer. Supplier shall not be held responsible for any losses or damage suffered by sales partner as a direct or indirect result of supplier unwillingness to provide pricing for a given customer or customers.

Supplier shall timely return pricing information, credit requirements and all other required customer agreement information and documents for all customers submitted by sales partner.

Supplier shall make commercially reasonable efforts to negotiate with potential customers as identified by sales partner per section 3.1 to contract for energy services with supplier.

Supplier shall timely pay agreed-upon fees, per section 5, to sales partner for executed customer agreements between customer and supplier submitted by sales partner to supplier.

This agreement is non-exclusive, and supplier has the right to authorize other sales partners to operate in the same territory, selling the same products.

Supplier at its own discretion may provide sales partner with fixed rate expiration and/or drop notification reports.

Supplier may request that sales partner provide an LOA and/or LOE in order to price an account.

### **Fee Payment**

Sales partner and Supplier agree upon the sales partners Fee prior to the client signing a contract .

Supplier shall begin monthly commission payments based on utility report and/or adjusted usage and timely pay sales partner its fee, upon receipt of properly executed, submitted, and accepted customer agreement. A statement if provided monthly with the date, client, commission , and monthly usage.

Notice and explanation of any disputes or inquiries concerning commissions shall be submitted to supplier writing, and failure to provide timely notice and explanation shall constitute a waiver of any dispute relating to such commissions.

### **Miscellaneous Provisions**

**Independent contractor.** Parties represent that sales partner is an independent contractor and is not an employee or agent of supplier. Notwithstanding the fact that supplier shall be liable to remit fees to sales partner, neither the fees nor sales partner's performance pursuant to this agreement shall create a relationship of principal and agent as between supplier and sales partner. Sales partner shall have no authority to act for, represent, bind, obligate or enter into any agreements of any kind on behalf of supplier. The sales partner shall be solely responsible for the payment of all taxes arising out of its activities in connection with this agreement.

**Compliance with laws, permits and license requirements.** Each party shall, at its sole responsibility and expense, comply with all federal, state, and local laws applicable to its responsibilities under this agreement.

**Governing Law.** This agreement will be governed by and construed and interpreted in accordance with the laws of the state of New York, without giving effect to the conflict of law principles. The parties hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the state or federal courts of New York for any matters to arise under this agreement and which are not settled.

**Confidentiality and Prohibited Use of Information.**

After the termination of this agreement each party will keep in confidence (and not disclose) the terms of this agreement to any third party (other than the parties' and their affiliates' employees, lenders, counsel, consultants, auditors, contractors or accountants who have agreed to keep such terms confidential), except in order to comply with any applicable law, order, regulation or exchange rule. In the event such disclosure is ordered or required, the disclosing party will notify the other party as soon as reasonably able.

**Confidential information.** Broker will not directly, or indirectly, disclose to any other person or entity, nor use for the benefit of itself or another person or entity. Supplier confidential information without the express written consent of supplier prior to disclosure or use.



ORIGIN ID:PVCA (781) 655-2018

SARALI  
CITIZENS BANK  
20 CABOT RD  
MMF470

SHIP DATE: 16AUG23  
ACTWGT: 0.50 LB  
CAD: 252031046WMSX13200

MEFORD, MA 02155  
UNITED STATES US

BILL SENDER

TO NEW YORK STATE, DEPT. OF PUBLIC SVS

ATTN: FINANCE AND BUDGET SECTION

EMPIRE STATE PLAZA

AGENCY BUILDING 3, 16TH FL.

ALBANY NY 12233

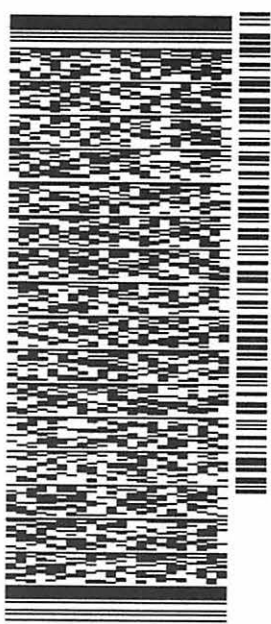
583.5/7584.9AE3

(000) 000-0000

REF: 5007804

PO:

DEPT:



J233123872501uv

TRK# 7825 8226 1618  
0201

THU - 17 AUG 10:30A  
PRIORITY OVERNIGHT

EIALBA

12233  
NY-US ALB



# FEDEX SHIPPING LABEL

## Legal Terms and Conditions

Tendering packages by using this system constitutes your agreement to the service conditions for the transportation of your shipments as found in the applicable FedEx Service Guide, available upon request. FedEx will not be responsible for any claim in excess of the applicable declared value, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the applicable FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is , e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see applicable FedEx Service Guide. FedEx will not be liable for loss or damage to prohibited items in any event or for your acts or omissions, including, without limitation, improper or insufficient packaging, securing, marking or addressing, or the acts or omissions of the recipient or anyone else with an interest in the package. See the applicable FedEx Service Guide for complete terms and conditions. To obtain information regarding how to file a claim or to obtain a Service Guide, please call 1-800-GO-FEDEX (1-800-463-3339).

# Exhibit C

CUSTOMER_NA	ACCOUNT_NUM	UTILITY	INVOICE_NUM	INVOICE_TY	INVOICE_DA	START_DATE	END_DATE	USAGE	UNITS	AGENT_COI	AGENT_COMMISSION	AGENT_COMMIS	ISO
POST DAIRY FAF 5109939116		Niagara	2023061318	Regular Bill	6/13/2023	5/11/2023	6/13/2023	874	kWh	EPC	0.004	3.496	NYISO
POST DAIRY FAF 4889939113		Niagara	2023061418	Regular Bill	6/14/2023	5/12/2023	6/13/2023	65600	kWh	EPC	0.004	262.4	NYISO



CITIZENS BANK, N.A.  
INTERNATIONAL TRADE DEPT.  
20 CABOT ROAD, M/S MMF-470  
MEDFORD, MA 02155 U.S.A.  
TEL: 1-888-868-0212  
FAX: 1-781-391-8701  
SWIFT BIC: CTZI US 33 XXX

08/16/2023

NEW YORK STATE  
DEPARTMENT OF PUBLIC SERVICE  
EMPIRE STATE PLAZA  
AGENCY BUILDING 3, 16TH FL.  
ALBANY, NY 12223-1350  
ATTN: FINANCE AND BUDGET SECTION  
IRREVOCABLE STANDBY LETTER OF CREDIT

LETTER OF CREDIT NO: S200533

ISSUING BANK:  
CITIZENS BANK, N.A.  
INTERNATIONAL TRADE DEPT.  
20 CABOT ROAD, M/S MMF-470  
MEDFORD, MA 02155 U.S.A.

PLACE OF ISSUE:  
MEDFORD, MA 02155 U.S.A.

PLACE OF EXPIRY:  
AT OUR COUNTERS

ISSUE DATE  
08/16/2023

EXPIRY DATE  
08/15/2024

APPLICANT:  
ENERGY PARTNER CONSULTANTS INC  
52 MILL RD  
LATHAM, NY 12110

BENEFICIARY:  
NEW YORK STATE  
DEPARTMENT OF PUBLIC SERVICE  
EMPIRE STATE PLAZA  
AGENCY BUILDING 3, 16TH FL.  
ALBANY, NY 12223-1350  
ATTN: FINANCE AND BUDGET SECTION

UP TO AN AGGREGATE AMOUNT THEREOF: USD 100,000.00 (ONE HUNDRED THOUSAND US DOLLARS)

PARTIAL DRAWINGS: ALLOWED

CREDIT AVAILABLE WITH:  
CITIZENS BANK, N.A.  
INTERNATIONAL TRADE DEPT.  
20 CABOT ROAD, M/S MMF-470  
MEDFORD, MA 02155 U.S.A.

AGAINST PRESENTATION OF DOCUMENTS AS DETAILED HEREIN:

ASSOCIATED AGREEMENT: \_\_\_\_\_

WE HEREBY ISSUE IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO: S200533 BY ORDER OF AND FOR THE ACCOUNT OF ENERGY PARTNER CONSULTANTS INC., AT 52 MILL ROAD, LATHAM, NY 12110 FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED IN THE AGGREGATE ONE HUNDRED THOUSAND AND 00/100 UNITED STATES DOLLARS (USD100,000.00) ("ORIGINAL AMOUNT") AVAILABLE BY YOUR DRAFT(S) AT SIGHT DRAWN ON CITIZENS BANK, N.A. ("ISSUER") LOCATED AT 20 CABOT ROAD, INT'L DEPT. MMF470, MEDFORD, MA 02155.

THIS LETTER OF CREDIT IS PRESENTABLE AND PAYABLE AT OUR COUNTERS AND WE HEREBY ENGAGE WITH YOU THAT SIGHT DRAFTS PRESENTED AND DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED ON PRESENTATION WHEN ACCOMPANIED BY THE BELOW MENTIONED DOCUMENTS PURSUANT TO THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.

1. YOUR SIGHT DRAFT, IN THE FORM OF ANNEX 1 ATTACHED HERETO, AND
2. YOUR SIGNED AND DATED STATEMENT, IN THE FORM OF ANNEX 2 ATTACHED HERETO DULY COMPLETED AND PURPORTEDLY BEARING THE ORIGINAL SIGNATURE OF AN OFFICER OR AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY, AND
3. THIS ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S).

**ADDITIONAL TERMS AND CONDITIONS:**

1. THIS LETTER OF CREDIT IS EFFECTIVE FROM AUGUST 16, 2023 AND SHALL EXPIRE ON AUGUST 15, 2024 AT OUR COUNTERS, PROVIDED THAT THIS LETTER OF CREDIT SHALL BE DEEMED TO BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ONE (1) YEAR FROM THE CURRENT EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRY DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO THE EXPIRY DATE WE NOTIFY YOU BY REGISTERED MAIL RETURN RECEIPT REQUESTED OR OVERNIGHT COURIER SERVICE THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT EXTENDED FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT BY YOU OF SUCH NOTICE AND IF A SUBSTITUTE LETTER OF CREDIT IN FORM, SUBSTANCE AND AMOUNT ACCEPTABLE TO YOU IS NOT PROVIDED TO YOU BY OR ON BEHALF OF THE APPLICANT AT LEAST THIRTY (30) DAYS PRIOR TO THE THEN CURRENT EXPIRY DATE IN EFFECT AT THE TIME OF NOTICE, THEN YOU MAY DRAW UNDER THIS LETTER OF CREDIT UP TO THE AVAILABLE AMOUNT.
2. THE AMOUNT AVAILABLE TO BE DRAWN HEREUNDER AT ANY TIME ("AVAILABLE AMOUNT") SHALL BE EQUAL TO THE ORIGINAL AMOUNT LESS THE AGGREGATE AMOUNT OF ANY PRIOR PAID DRAWINGS HEREUNDER AT OUR COUNTERS.
3. ANY NUMBER OF PARTIAL DRAWINGS IS PERMITTED FROM TIME TO TIME UNDER THIS LETTER OF CREDIT.
4. A FAILURE TO MAKE ANY PARTIAL DRAWINGS AT ANY TIME SHALL NOT IMPAIR OR REDUCE THE AVAILABILITY OF THIS LETTER OF CREDIT IN ANY SUBSEQUENT PERIOD OR OUR OBLIGATION TO HONOR YOUR SUBSEQUENT DEMANDS FOR PAYMENT MADE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT.
5. IN THE EVENT OF A FULL OR FINAL DRAWING, THE ORIGINAL STANDBY LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER.
6. PRESENTATION OF ANY DRAWING MAY BE MADE BY HAND-DELIVERY, EXPRESS COURIER, OR CERTIFIED MAIL AT THE FOLLOWING ADDRESS:  
  
CITIZENS BANK, N.A.  
INT'L DEPT. MMF 470  
20 CABOT ROAD  
MEDFORD, MA 02155
7. DRAWINGS MAY ALSO BE PRESENTED TO US BY FACSIMILE TRANSMISSION TO FACSIMILE NUMBER 781-391-8701 (EACH SUCH DRAWING, A "FAX DRAWING"); PROVIDED, HOWEVER, THAT A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER 1-888-868-0212. IF YOU PRESENT A FAX DRAWING UNDER THIS LETTER OF CREDIT YOU DO NOT NEED TO PRESENT THE ORIGINAL OF ANY DRAWING DOCUMENTS, AND IF WE RECEIVE ANY SUCH ORIGINAL DRAWING DOCUMENTS THEY WILL NOT BE EXAMINED BY US.
8. PAYMENT SHALL BE MADE TO YOU IN IMMEDIATELY AVAILABLE FUNDS WITHIN FIVE (5) BUSINESS DAYS FOLLOWING DATE OF PRESENTATION.
9. THE TERM "BUSINESS DAY" AS USED HEREIN MEANS ANY DAY OTHER THAN (I) A SATURDAY, (II) A SUNDAY, OR (III) A DAY ON WHICH BANKING INSTITUTIONS LOCATED IN THE CITY OF NEW YORK, NEW YORK ARE REQUIRED OR AUTHORIZED BY LAW TO BE CLOSED.
10. THIS LETTER OF CREDIT MAY BE TERMINATED UPON ISSUER'S RECEIPT OF A WRITTEN RELEASE FROM THE BENEFICIARY RELEASING THE ISSUER FROM ITS OBLIGATIONS UNDER THIS LETTER OF CREDIT AND THE ORIGINAL OF THIS LETTER OF CREDIT, AND AMENDMENTS, IF ANY, MUST BE RETURNED TO US FOR CANCELLATION.
11. APPLICANT'S FILING OF A BANKRUPTCY, RECEIVERSHIP OR OTHER DEBTOR-RELIEF PETITION, AND/OR APPLICANT'S DISCHARGE THEREUNDER, SHALL IN NO WAY AFFECT THE LIABILITY OF THE ISSUER UNDER THIS LETTER OF CREDIT AND, AS A RESULT, THE



ISSUER SHALL ALWAYS REMAIN LIABLE TO THE BENEFICIARY FOR THE FULL AMOUNT OF THIS LETTER OF CREDIT, NOTWITHSTANDING SAID BANKRUPTCY, RECEIVERSHIP, PETITION OR DISCHARGE-NOT TO EXCEED THE AVAILABLE AMOUNT OF THIS LETTER OF CREDIT.

12. ALL COMMISSIONS AND OTHER BANKING CHARGES WITH RESPECT TO THIS LETTER OF CREDIT WILL BE BORNE BY THE APPLICANT.

13. WITH THE EXCEPTION OF INCREASES THIS LETTER OF CREDIT MAY NOT BE AMENDED, CHANGED OR MODIFIED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE BENEFICIARY AND THE ISSUER.

14. THIS LETTER OF CREDIT MAY NOT BE TRANSFERRED OR ASSIGNED.

15. THIS LETTER OF CREDIT IS IRREVOCABLE.

16. THE BENEFICIARY SHALL NOT BE DEEMED TO HAVE WAIVED ANY RIGHTS UNDER THIS LETTER OF CREDIT, UNLESS THE BENEFICIARY OR AN AUTHORIZED AGENT OF THE BENEFICIARY SHALL HAVE SIGNED A DATED WRITTEN WAIVER. NO SUCH WAIVER, UNLESS EXPRESSLY SO STATED THEREIN, SHALL BE EFFECTIVE AS TO ANY TRANSACTION THAT OCCURS SUBSEQUENT TO THE DATE OF THE WAIVER, NOR AS TO ANY CONTINUANCE OF A BREACH AFTER THE WAIVER.

17. NOTWITHSTANDING ANY PROVISION OF THIS LETTER OF CREDIT TO THE CONTRARY, SHOULD THIS LETTER OF CREDIT EXPIRE OR TERMINATE ON A DATE THAT THE ISSUER'S LOCATION IS CLOSED DUE TO AN INTERRUPTION OF THE ISSUER'S BUSINESS CAUSED BY AN ACT OF GOD, WEATHER-RELATED EVENT, RIOT, CIVIL COMMOTION, INSURRECTION, ACT OF TERRORISM, WAR, DECLARED OR UNDECLARED, OR ANY CAUSE BEYOND THE ISSUER'S CONTROL, THEN THE TERMS OF THIS LETTER OF CREDIT WILL AUTOMATICALLY BE EXTENDED FOR AN ADDITIONAL PERIOD EQUAL TO THE LENGTH OF THE INTERRUPTION OF THE ISSUER'S BUSINESS, WHICH ADDITIONAL PERIOD SHALL NOT BE LESS THAN TEN (10) BUSINESS DAYS OR IN ANY EVENT LONGER THAN THIRTY (30) CALENDAR DAYS, FOLLOWING THE DAY ON WHICH THE ISSUER RESUMES ITS BUSINESS AFTER THE CAUSE OF SUCH INTERRUPTION HAS BEEN REMOVED OR ELIMINATED, AND, AS A RESULT, ANY DRAWING ON THIS LETTER OF CREDIT WHICH COULD PROPERLY HAVE BEEN MADE, BUT FOR SUCH INTERRUPTION, SHALL BE PERMITTED DURING SUCH EXTENDED PERIOD.

18. THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES (1998) OF THE INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98") OR SUCH LATER REVISION (S) OF THE INTERNATIONAL STANDBY PRACTICES AS MAY BE HEREAFTER ADOPTED. AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING, TO THE EXTENT NOT INCONSISTENT WITH ISP98, THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN THE STATE OF NEW YORK.

19. IN THE EVENT THAT THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT IS LOST, STOLEN, MUTILATED, OR OTHERWISE DESTROYED, WE HEREBY AGREE TO ISSUE A DUPLICATE ORIGINAL UPON RECEIPT OF OUR STANDARD "AFFIDAVIT OF LOSS AND INDEMNITY AGREEMENT" AS ATTACHED, PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY CERTIFYING THAT STANDBY LETTER OF CREDIT NO. S200533 HAS BEEN LOST, STOLEN, MUTILATED, OR OTHERWISE DESTROYED AND THEREFORE YOU REQUEST THE ISSUANCE OF A DUPLICATE ORIGINAL.

20. PLEASE ADDRESS ANY INQUIRIES OR CORRESPONDENCE TO THE ATTENTION OF THE STANDBY LETTER OF CREDIT DEPT., QUOTING OUR REFERENCE NO.S200533 TO THE ATTENTION OF: SARA LI, PHONE: 781-655-2018, FAX: 1-781-391-8701, EMAIL: SARA.G.LI@CITIZENSBANK.COM, SWIFT: CTZIUS33XXX

  
AUTHORIZED SIGNATURE

  
AUTHORIZED SIGNATURE