

Stevens & Lee

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April 8, 2025

VIA ELECTRONIC FILING

Honorable Michelle Phillips, Secretary
New York Public Service Commission
Three Empire State Plaza, 14th Fl.
Albany, NY 12223

RE: Spartacus Energy of New York LLC – Initial Application for Eligibility
New York Public Service Commission Matter No. 15-00555

Dear Secretary Phillips:

On behalf of Spartacus Energy of New York LLC, enclosed for filing please find the redacted Retail Access Application Form and accompanying documents for filing with the New York Public Service Commission in the above-referenced matter. Unredacted copies have been filed with the Records Access Officer with a request for trade secret and confidential protection.

Thank you for your consideration of these items, and please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,

STEVENS & LEE



Michael A. Gruin

Encl.



**ENERGY SERVICES COMPANY (ESCO) RETAIL
ACCESS APPLICATION FORM (RAAF)**

NEW ESCOs MATTER 15-00555

1. Business Information

A. Business Name: Spartacus Energy of New York LLC

Address: 940 77th St., 1st Floor

City: Brooklyn

State: NY

Zip: 11228

Telephone: 866-636-9227

Fax: N/A

Website Address: www.spartacuses.com

Customer Service Email Address: support@spartacuses.com

Toll Free Number: 866-636-9227

If you intend to market your services under a DBA, list name here:

(Copy of your certificate of assumed name is required, please attach)

B. List energy affiliates, including upstream owners and subsidiaries, (include additional sheets if necessary):

Name: Spartacus Energy Services, LLC

Contact Name: Eric Edwards

Address: 13 Great Gorge Dr., Unit 10

City: Vernon

State: NJ

Zip: 07642

Telephone: 866 -636-9227

Fax: n/a

Email Address: support@spartacuses.com

C. During the previous 36 months, have any criminal or regulatory sanctions been imposed against any senior officer of the ESCO applicant or any entity holding ownership interests of 10% or more in the ESCO? Yes No

- a. If yes, provide the name and title of each such person as well as a detailed explanation of the sanctions and any relevant context (add additional sheets if necessary): N/A

D. List all states that your company has operated in within the last 24 months: None

E. List all trade names used in other states: None

2. Contact Information

A. Executive Contact

Name: Eric Edwards

Title: Chief Financial Officer

Address: 940 77th St., 1st Floor

City: Brooklyn State: NY Zip: 11228

Telephone: 866-636-9337 Fax: n/a

Email Address: EEdwards@spartacuses.com

B. Regulatory Contact

Name: Michael Proscia

Title: CEO

Address: 940 77th St., 1st Fl.

City: Brooklyn State: NY Zip: 11228

Telephone: 866-636-9227 Fax: n/a

Email Address: mproscia@spartacuses.com

C. Marketing Contact

Name: Michael Proscia III

Title: Marketing Manager

Address: 940 77th St., 1st Fl.

City: Brooklyn State: NY Zip: 11228

Telephone: 866-636-9227 Fax: n/a

Email Address: mproscia3@spartacuses.com

D. EDI Vendor

Vendor Name: VertexOne

Contact Name: Todd Johnson

Address: 1321 Upland Dr.

City: Houston State: TX Zip: 77043

Telephone: 516-874-8020 Fax: n/a

3. Markets for Which Eligibility is Sought ("√" relevant boxes):

Service Class and Commodity:	Mass Market Electric	Mass Market Natural Gas	Large C&I Electric	Large C&I Natural Gas
	X	X	X	X

4. Identify Method(s) of Marketing You Wish to Use:

Marketing Type	Residential	Small Non-Residential	Industrial and Large Commercial
Door to Door	X	X	
Kiosk Sales (at store or event)	X	X	
Appointment Only		X	X
Telemarketing	X	X	
Direct Mail	X	X	
Through Partners (attach list)			
Online Advertisements	X	X	
Web Enrollments	X	X	

5. Identify Types of Products You Wish to Offer:

Product Type (see instructions)	Residential	Small Non-Residential	Industrial and Large Commercial
Variable-Rate (commodity only) with Guaranteed Savings	X	X	
Fixed-Rate within Price Cap			
Renewable (50 percentage points greater than RES LSE Obligation for the year)	X	X	
Other Product Type Specifically Approved by the Commission (if applicable, attach detailed description)			N/A
Other	N/A	N/A	

6. Additional Requirements

- A. Copy and proof of acceptance of your registration with the NYS Dept of State and a copy of your certificate of assumed name (if applicable);**
- B. Comprehensive copy of your standard sales agreement(s) for each service class and commodity, including presentation of the customer disclosure statement;**
- C. Marketing representative ID badge;**
- D. Marketing standards quality assurance plan;**
- E. Third party verification script;**
- F. Sample forms of notices for assignment, discontinuance and transfer of 5000 or more customers to other providers;**
- G. Sample of your billing format;**
- H. Procedures you will use to obtain customer's authorization for historic usage and credit information;**
- I. Copies of information and promotional materials used for mass marketing purposes;**
- J. HEFPA documents, if providing energy supply to residential customers;**
- K. Internal procedures for the prevention of slamming or cramming; See Exhibit D**
- L. A list of entities, including contractors and sub-contractors, that will market on behalf of your ESCO;**
- M. Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;**
- N. NYS DPS Office of Consumer Services Service Provider Form;**
- O. Letter from utility that you have successfully completed EDI Phase 1 Testing;**
- P. Complaint data from each state in which your company has served within the last 24 months. If your company operates under multiple trade names, you must identify each name used separately and the state in which it was used;**
- Q. List and describe any security/data breaches associated with customer proprietary information that occurred in any jurisdiction in which it operates, under any trade name, within the 24 months prior to the application, and actions taken by the applicant in response to the incident. ESCOs also shall provide specific policies and procedures addressing how they intend to secure customer data;**
- R. Disclose any history of bankruptcy, dissolution, merger, or acquisition activities during the 24 months prior to this application for each trade name used as well as affiliates of the ESCO, including upstream owners and subsidiaries; and,**
- S. Provide an officer certification, in which a high-level officer affirms that the ESCO is willing and able to comply with all applicable laws and regulations.**

7. Signature

The person signing this application attests to the following: that he or she 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: 

Printed Name: Michael Proscia

Title: CEO

Date: 3/20/85

Company Name: Spartacus Energy of New York LLC

EXHIBIT A
Proof of Registration with NYS Department of State

- [Corporation tax information](#)

Contact Information

- Department of State: Email the Division of Corporations at corporations@dos.ny.gov.
- Department of Taxation and Finance: Visit [Contact us](#) for self-help options and telephone numbers.

NEW YORK STATE DEPARTMENT OF STATE
DIVISION OF CORPORATIONS, STATE RECORDS AND UNIFORM COMMERCIAL CODE
FILING RECEIPT

ENTITY NAME : SPARTACUS ENERGY OF NEW YORK LLC
DOCUMENT TYPE : ARTICLES OF ORGANIZATION
ENTITY TYPE : DOMESTIC LIMITED LIABILITY COMPANY

DOS ID : 7386225
FILE DATE : 07/31/2024
FILE NUMBER : 240731001559
TRANSACTION NUMBER : 202407310001493-3503418
EXISTENCE DATE : 07/31/2024
DURATION/DISSOLUTION : PERPETUAL
COUNTY : KINGS



SERVICE OF PROCESS ADDRESS : ERIC EDWARDS
940 77TH STREET 1ST FLOOR,
BROOKLYN, NY, 11228, USA

ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS : N/A

FILER : MELISSA M. ZEIDERS
STEVENS & LEE, 17 N. 2ND STREET
HARRISBURG, PA, 17101, USA
SERVICE COMPANY : CORPORATION SERVICE COMPANY
SERVICE COMPANY ACCOUNT : 45
CUSTOMER REFERENCE : 1579153

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100006201196

TOTAL FEES:	\$210.00	TOTAL PAYMENTS RECEIVED:	\$210.00
FILING FEE:	\$200.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$10.00	CREDIT CARD:	\$0.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$210.00
EXPEDITED HANDLING:	\$0.00	REFUND DUE:	\$0.00

**STATE OF NEW YORK
DEPARTMENT OF STATE**

I hereby certify that the annexed copy for SPARTACUS ENERGY OF NEW YORK LLC, File Number 240731001559 has been compared with the original document in the custody of the Secretary of State and that the same is true copy of said original.

WITNESS my hand and official seal of the
Department of State, at the City of Albany,
on July 31, 2024.

WALTER T. MOSLEY
Secretary of State



BRENDAN C. HUGHES
Executive Deputy Secretary of State



**ARTICLES OF ORGANIZATION
OF
SPARTACUS ENERGY OF NEW YORK LLC
Under Section 203 of the Limited Liability Company Law**

- FIRST: The Name of the limited liability company is: **SPARTACUS ENERGY OF NEW YORK LLC**
- SECOND: The county, within this state, in which the office of the limited liability company is to be located is **KINGS**
- THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against the limited liability company may be served. The post office address to which the Secretary of State shall mail a copy of any process against the limited liability company served upon the Secretary of State by personal delivery is:
**ERIC EDWARDS
940 77TH STREET 1ST FLOOR
BROOKLYN, NY 11228**

I certify that I have read the above statements, I am authorized to sign these Articles of Organization, that the above statements are true and correct to the best of my knowledge and belief and that my signature typed below constitutes my signature.

MELISSA M. ZEIDERS (Signature)

MELISSA M. ZEIDERS, ORGANIZER

Filed by:

**MELISSA M. ZEIDERS
STEVENS & LEE
17 N. 2ND STREET
HARRISBURG, PA 17101**

EXHIBIT B
Standard Sales Agreement

Spartacus Energy of New York, LLC
NEW YORK CUSTOMER DISCLOSURE STATEMENT
VARIABLE PRICE ELECTRICITY SUPPLY WITH RENEWABLE ENERGY

Customer Name		
Customer Contact	Name:	Phone:
	Title:	Email:
Billing Address		
Account Information		
Price	Electricity: Variable Price. The price you will pay for electricity supply will vary based on the factors described below.	
Price Structure	This is a Variable Price Contract. The price that you will pay per kWh for electricity generation supply may vary from month to month based on the following factors: Spartacus Energy of New York, LLC's actual and estimated costs of obtaining wholesale electricity supply from ISO-NY or any other sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation and transmission costs incurred by Spartacus Energy, line losses, the costs of acquiring renewable energy and zero emissions credits, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. Spartacus Energy electricity price may be higher or lower than the utility's price in any particular month and there is no guarantee of savings. The applicable taxes will be added to the rates herein. See Section 4, Pricing, Billing and Termination for more information.	
Length of Agreement and End Date	Month to Month. This Agreement will start the first month that you receive service from Spartacus Energy of New York, LLC and will continue until terminated by either party. For more details See Section 2 – Term.	
Process Customer may use to rescind their agreement without penalty	Customer may rescind this Agreement with no termination fee by calling Spartacus Energy at 1-866-636-9227 within three business days of executing this agreement (if executed in person) or within three business days of receipt of confirmation (if enrolled online)	
Amount of Early Termination Fee and method of calculation	There is no early termination fee for this Agreement.	
Late Payment Fee and Method of Calculation	1.5% per month on overdue balances	
Provisions for Renewal of the Agreement	Unless otherwise agreed to, the agreement automatically renews on a month to month basis under the same terms and conditions until terminated by either party. For more details see Section 2 – Term	
Conditions under which savings are guaranteed	None	
Renewable Energy Product	Spartacus Energy will purchase and retire, on the customer's behalf an amount of Renewable Electricity that is at least 50% greater than the applicable Tier 1 Load Serving Entity obligation under the Renewable Energy Standard as further described in Section 22.	
Compensation Disclosure		

Spartacus Energy of New York, LLC

By:
Title:
Date:

By:
Title:
Date:

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.

Terms and Conditions

- 1. Agreement for Energy Supply** This is an agreement between Spartacus Energy of New York, LLC (“Spartacus Energy”), an independent energy services company, and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with Spartacus Energy for electricity supply (the “Agreement”). Subject to the terms and conditions of this Agreement, Spartacus Energy agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by Spartacus Energy necessary to meet Customer’s requirements based upon consumption data obtained by Spartacus Energy or the delivery schedule of the Local Distribution Utility (the “LDC”). Spartacus Energy is not affiliated with and does not represent the LDC. The amount of electricity supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Spartacus Energy or the LDC’s delivery schedule. The LDC will continue to deliver the electricity supplied by Spartacus Energy.
- 2. Term.** This is a Month to Month Agreement. The Agreement shall commence as of the date of the first meter reading following when the change of Customer’s provider to Spartacus Energy is deemed effective by the LDC, and shall continue until terminated by either party. Unless otherwise agreed to, this Agreement will automatically renew on a month-to-month basis under the same terms and conditions. Customer shall have 3 business days from receipt of the first billing statement of the Renewal Term to reject renewal terms and cancel the renewal agreement. In Spartacus Energy’s sole discretion, Spartacus Energy reserves the right to automatically renew this Agreement at any time to a month-to-month renewal term priced at a variable rate which guarantees you savings compared to the default utility rate. While receiving service on a month-to-month basis, Customer or Spartacus Energy may cancel or terminate this Agreement by providing 30 days’ advance written notice of termination to the other party.
- 3. Right of Rescission.** Customer may rescind this Agreement with no termination fee by calling Spartacus Energy at 1-866-636-9227 within three business days of executing this agreement (if executed in person) or within three business days of receipt of confirmation (if enrolled online).
- 4. Pricing, Billing, and Termination. This is a Variable Price Contract.** The price that you will pay per kWh for electricity generation supply may vary from month to month based on the following factors: Spartacus Energy’s actual and estimated costs of obtaining wholesale electricity supply from ISO-NY or any other sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation and transmission costs incurred by Spartacus Energy, line losses, the costs of acquiring renewable energy and zero emissions credits, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. Your Spartacus Energy electricity price may be higher or lower than the utility’s price in any particular month, and there is no guarantee of savings. The applicable taxes will be added to the rates herein. If there is a material adverse change in the business or financial condition of Customer (as determined by Spartacus Energy at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Spartacus Energy may terminate this Agreement upon 15 days’ written notice to Customer. There is no early termination fee for this Agreement.

The LDC will separately bill for, and Customer will be obligated to pay, all LDC delivery related rates and charges. Customer will receive a single bill for both electricity supply and delivery costs from LDC. Spartacus Energy may assign and sell Customer accounts receivable to the LDC. Failure by a customer to make full payment of Spartacus Energy charges due on any consolidated bill prepared by the LDC for Spartacus Energy will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to residential customers. Customer shall be liable for all costs of collection including the late payment interest rate set forth in this Agreement, reasonable attorneys’ fees (if suit is filed) and reasonable collection agency fees.

5. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Spartacus Energy. Spartacus 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 as authorized by the DPS.

6. Information Release Authorization. Customer authorizes Spartacus 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; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Spartacus Energy to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer’s execution of this Agreement shall constitute authorization for the release of this information to Spartacus 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 Spartacus Energy or by calling Spartacus Energy at 866-636-9227. Spartacus Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7. Customer Protections/Dispute Resolution. The services provided by Spartacus Energy to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. In the event of a billing dispute or a disagreement involving Spartacus Energy’s service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Spartacus Energy by telephone or in writing as provided above. For consumer complaints that cannot be resolved with the company, you may contact the New York Department of Public Service (DPS). DPS complaints may be directed as follows: Website: www.dps.ny.gov/complaints; Phone: DPS Helpline at 1-800-342-3377 (M-F 8:30a - 4:00p); or Mail: Office of

Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223 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 DPS. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728.

8. Final Bill. Customer acknowledges that in the event of a cancellation or termination of this Agreement it may take several billing cycles for Customer to return to the LDC or another ESCO for supply service. Customer is liable for all Spartacus Energy charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered by the LDC after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

9. Agency-Electric: Customer hereby designates Spartacus Energy as agent to; (a) arrange and administer contracts and service agreements between Customer and Spartacus Energy and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. Spartacus Energy as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the NYISO Spartacus Energy load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

10. Title. Customer and Spartacus Energy agree that title to, control of, and risk of loss to the electricity supplied by Spartacus Energy under this Agreement will transfer from Spartacus Energy to Customer at the Delivery Point(s).

11. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Spartacus Energy. Spartacus Energy makes no representations or warranties other than those expressly set forth in this Agreement, and Spartacus Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

12. Force Majeure. Spartacus Energy will make commercially reasonable efforts to provide electricity hereunder but Spartacus Energy does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of Spartacus Energy ("Force Majeure Events") may result in interruptions in service. Spartacus Energy will not be liable for any such interruptions caused by a Force Majeure Event, and Spartacus Energy is not and shall not be liable for 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 local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on electric facilities), or any other cause beyond Spartacus Energy's control.

13. Liability. The remedy in any claim or suit by Customer against Spartacus Energy will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either Spartacus 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.

14. Spartacus Energy Contact Information. Customer may contact Spartacus Energy's Customer Service Center at 1-866-636-9227, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Spartacus Energy at: 940 77th Street, 1st Floor, Brooklyn, NY 11228 or email at support@spartacuses.com.

15. Arbitration. ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF NEW YORK OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

16. Choice of Laws. Venue for any action brought to enforce any term or condition of this Agreement or to construe the terms hereof 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.

17. 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 Spartacus Energy's net income, shall be paid by Customer, and Customer agrees to indemnify Spartacus Energy and hold Spartacus Energy harmless from and against any and all such taxes.

18. **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, or regulatory structure (“Regulatory Change”) which impacts any term, condition or provision of this Agreement including, but not limited to rate, Spartacus Energy shall have the right to modify this Agreement, with the customer’s consent for any term other than rate, to reflect such Regulatory Change by providing 30 days’ written notice of such modification to the Customer.
19. **Energy Credits and Subsidies.** Notwithstanding anything to the contrary, to the extent Spartacus Energy is obligated as a result of new requirements to purchase additional Renewable Energy Credits, Zero Emissions Credits, or other federal, state, or locally mandated credits, taxes, or subsidies to support the development and/or maintenance of renewable or zero carbon resources, such costs will be automatically passed through to the Customer and incorporated into the rate. Customer understands and acknowledges that such costs are subject to change at any time and are outside of Spartacus Energy’s control.
20. **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 the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1-877-434-4100; KeySpan at 718-643-4050 (NYC) and 1-800-490-0045 (Long Island); Niagara Mohawk at 1-800-892-2345; Central Hudson at 1-800-527-2714; RG&E at 1-800-743-1701; NYSEG at 1-800-527-2714
21. **Parties Bound.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.
22. **For purposes of this Agreement, Renewable Electricity** means either procurement of eligible clean energy as defined in the Climate Leadership and Community Protection Act, and/or the procurement of clean energy attributes including, but not limited to, Renewable Energy Credits or Alternative Compliance Payments from eligible sources that comply with the appropriate locational and delivery requirements established by the Public Service Commission. Spartacus Energy will purchase and retire, on the customer’s behalf, the requisite amount of Renewable Electricity that is at least 50% greater than the applicable Tier 1 Load Serving Entity obligation under the Renewable Energy Standard (“RES”). Information on RES can be found at www.nyserda.ny.gov. The Parties agree that changes to the required amounts of Renewable Energy Credits or Alternative Compliance Payments (or costs of such attributes) under the RES constitutes a regulatory change for which Spartacus Energy reserves the right to raise or lower the price to reflect such change, to raise or lower the percentage of Renewable Electricity, or to procure such Renewable Electricity from other eligible sources in response to a regulatory change.
23. **In Witness Whereof,** the Parties hereto, intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done on the Effective Date set forth on the disclosure statement.

EXHIBIT C
Marketing Representative Badge

EXHIBIT D
Marketing and Quality Assurance Plan and Procedures to Prevent Slamming
and Cramming

[Redacted]

[Redacted text block]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EXHIBIT E
TPV Script

Spartacus Energy NY TPV Script

I will ask you a series of yes or no questions to confirm your decision to enroll with Spartacus Energy of New York for your electricity and/or natural gas supply. Please answer each question clearly. You may cancel this verification call at any time prior to completion.

Do you understand that this conversation is being recorded and oral acceptance of Spartacus Energy's offer is an agreement to initiate service and begin enrollment?

Today's date and time is {DATE} and {TIME}, correct?

Please state your name.

Are you over the age of 18?

Do you understand that the marketing representative represents Spartacus Energy and that Spartacus Energy is not the distribution utility?

(IF D2D) Has the sales agent left your property?

Are you a recipient of a Home Energy Assistance Program or "HEAP" benefit, or an income-based discount on your utility bill?

Is your residence [*Insert Commodity*] account located at [*Insert Service Address*]?

Is your [*Insert Account Type*] [*Insert Account Number*]?

Is your email address (*Insert email address*)?

Did you agree to the terms of service as reviewed with you by the Spartacus Energy representative on [*Insert Today's Date*]?

The price of that you will pay for electricity is a variable rate and will vary month - to - month under the sales agreement with no guarantee of savings. Do you understand?

Do you understand that by enrolling with Spartacus Energy, you will receive renewable electricity?

The price of that you will pay for natural gas is a variable rate and will vary month - to - month under the sales agreement which provides you with guaranteed savings in comparison to the utility price. Do you understand?

Do you understand that you will be able to access future pricing information by contacting Spartacus Energy?

{IF D2D} Did the Spartacus marketing representative provide you with his/her business card or contact information and leave a copy of the ESCO Consumer Bill of Rights?

{IF D2D} Do you agree to receive a copy of your sales agreement electronically?

{IF Telesales} Did the Sparacus marketing representative offer to mail you a copy of the ESCO Consumer Bill of Rights or did the Spartacus marketing representative tell you how to find the ESCO Consumer Bill of Rights online?

It will take up to 60 days for the enrollment to become active. Do you understand that you may rescind this or this agreement within 3 business days after its receipt and anytime during the term by contacting Spartacus Energy at **866-636-9227** and that if you do not rescind the agreement an enforceable agreement will be created?

Do you authorize the release of information such as your billing and usage history from your distribution utility, and that you may rescind this authorization at any time by calling Spartacus at 866-636-9227 or emailing support@spartacuses.com?

Do you understand that by choosing Spartacus Energy as your electricity and/or natural gas supplier your local utility will continue to read your meters, bill you, deliver your supply and respond to any emergencies that may occur? Please state yes or no.

Thank you for choosing Spartacus Energy, your verification is complete.
Your confirmation number is. [*Insert Verification Number*]

EXHIBIT F

ASSIGNMENT OF SALES AGREEMENT (Important Notification Regarding Your Electric Account)

Dear Customer,

Effective your next meter read date, Spartacus Energy of New York, LLC will no longer provide electric service for your address. Your electricity sales agreement has been assigned to _____(ESCO).

You have the right to choose another ESCO or be returned to the “Utility”, or elect the “Utility” to choose an ESCO for you within thirty (30) days. To explore your choices of other ESCO’s, please visit www.PowerYourWay.com for a full listing.

Until you choose another ESCO, your services and billing will be provided by the ESCO that your electricity service agreement has been assigned to as stated in this notice and you are subject to their terms.

If you should have any questions, please do not hesitate to contact us in writing via email, at support@spartacuses.com, or via US Mail to our office at: 940 77th St., 1st Floor, Brooklyn, NY 11228.

Sincerely,
Spartacus Energy Customer Care Team

ESCO TRANSFER NOTICE
(Important Notification Regarding Your Electric Account)

Dear Customer,

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and Spartacus Energy of New York, LLC (“Spartacus Energy”), all of Spartacus Energy’s rights, interests and obligations under said Agreement have been assigned and transferred to (name, address, email address, and telephone number of Assignee ESCO) _____. This assignment will be effective as of _____ (15 calendar days notice).

If you should have any questions, please do not hesitate to contact us in writing via email, at support@spartacuses.com, or via US Mail to our office at: 940 77th St., 1st Floor, Brooklyn, NY 11228.

Sincerely,
Spartacus Energy Customer Care Team

DISCONTINUANCE OF SERVICE
(Important Notification Regarding Your Electric Account)

Dear Customer:

Effective fifteen (15) calendar days from the date of this notice Spartacus Energy of New York, LLC will discontinue service for your address.

You have the right to 1) choose another ESCO, 2) be returned to the “Utility” or 3) elect to have the “Utility” to choose an ESCO for you. To explore your choices of other ESCO’s please visit www.PowerYourWay.com for a full listing.

Until you choose another ESCO you will be billed by the “Utility” and are subject to their terms.

If you should have any questions, please do not hesitate to contact us in writing via email, at support@spartacuses.com, or via US Mail to our office at: 940 77th St., 1st Floor, Brooklyn, NY 11228.

Sincerely,
Spartacus Energy Customer Care Team

EXHIBIT H
Procedures to obtain customer authorization for historic use and credit information.

Spartacus Energy of New York LLC will obtain express customer authorization to obtain historic usage and credit information in accordance with the procedures of UBP Sections 4 and 5 either by having the customer sign a copy of a sales agreement that clearly includes the customer's authorization, by having the customer complete an electronic agreement that contains the authorization or by having the customer complete an Independent Third Party or Integrated Voice Response Verification that confirms their agreement to authorize Spartacus to obtain the information.

EXHIBIT I
Promotional Materials

EXHIBIT J
HEFPA NOTICES

Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to Spartacus Energy of New York, LLC for this account as of {month} {day} {year} is \$_____.

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

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, Spartacus Energy may terminate service. If you do not sign this agreement or pay the total amount due of \$_____ by {month} {day} {year} Spartacus Energy may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call Spartacus Energy at 866-636-9227**

Payment of Outstanding Balance:

Your current monthly budget amount is: \$10.00

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

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature: _____ Date: _____

This agreement has been accepted by Spartacus Energy of New York. If you and Consolidated Edison cannot negotiate a payment agreement, or if you need any further assistance, you may contact the Public Service Commission at 1-800-342-3377.

Return one copy of this agreement signed, with the down payment, by {month} {day} {year} If it is not signed and returned, your service may be terminated. Please return to: 940 77th St., 1st Floor, Brooklyn, NY 11228

BUDGET BILLING PLAN

Customer Name: _____

Address: _____

Account# _____

Under this Plan, Spartacus Energy of New York, LLC agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay **\$10.00** per **month** for the 12 month period starting with the billing cycle commencing on **{month} {day} {year}** and ending on **{month} {day} {year}**. Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____kwh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The Plan shall be subject to regular review for conformity with actual billings. Spartacus Energy of New York, LLC reserves the right to recalculate such monthly payment to reflect either (a) an increase or decrease in consumption beyond the average monthly consumption.

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

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

[] Yes! I would like Budget Billing:

Customer Signature: _____ Date _____

Please return to: 940 77th St., 1st Floor, Brooklyn, NY 11228

Return one signed copy to Spartacus Energy of New York, LLC by {month} {day} {year}

QUARTERLY BILLING PLAN

Customer Name: _____

Address: _____

Account# _____

Under this plan, Spartacus Energy of New York, LLC agrees to provide services in return for your agreement to make payments according to terms of this Plan.

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

Under this Plan, the Customer will receive the first bill on {month} {day} {year} covering actual charges incurred during the 3-month period {month} {day} {year} to {month} {day} {year} and you will receive quarterly bills thereafter on or before {month} {day} {year}, {month} {day} {year}, and {month} {day} {year} for actual charges incurred during each such preceding 3-month period.

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

Yes! I would like Quarterly Billing:

Customer Signature: _____ Date _____

Please return to: 940 77th St., 1st Floor, Brooklyn, NY 11228

Return one signed copy to Spartacus Energy of New York, LLC by {month} {day} {year}

Customer Name
Customer Address 1
Customer Address 2

DATE: _____

Past Due Reminder Notice

CUSTOMER NAME:
PREMISE ADDRESS:
ACCOUNT NUMBER:

To Valued Customer,

On **{month} {day} {year}** you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of **10.00** by **{month} {day} {year}** and regular payments of **\$10.00** in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at **(866) 636-9227** because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx.

The total amount owed to Spartacus Energy of New York, LLC for this account as of {month} {day} {year} is: \$_____

Sincerely,
Spartacus Energy Customer Care

Customer Name
Customer Address 1
Customer Address 2

FINAL SUSPENSION NOTICE {Month {Day} {Year} DATE

CUSTOMER NAME:
PREMISE ADDRESS:
ACCOUNT NUMBER:

Dear Valued Customer,
YOUR ELECTRIC SERVICE IS SUBJECT TO SUSPENSION **after {month} {day} {year}**
To avoid suspension please remit \$_____ by {month} {day} {year} If your service is
suspended you must pay \$25.00 to resume service.

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

PLEASE NOTE THAT SUSPENSION OF YOUR CONSOLIDATED EDISON SERVICE CAN ACCOMPANY THE TERMINATION OF ESCO SERVICE EVEN IF YOUR Local Distribution Company SERVICE IS CURRENT.

PLEASE REMIT \$____ BY {month} {day} {year} TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.

Sincerely,
Spartacus Energy Customer Care

Customer Name
Customer Address 1
Customer Address 2

FINAL TERMINATION NOTICE {Month {Day} {Year} DATE

CUSTOMER NAME:
PREMISE ADDRESS:
ACCOUNT NUMBER:

Dear Valued Customer,

By letter dated {month} {day} {year}, Spartacus Energy of New York, LLC notified you that your failure to remit the past due amount of \$_____ by {month} {day} {year} would result in Spartacus Energy terminating your service. Our records indicate that we have not received your payment. Please remit \$_____ or your service will be terminated after {month} {day} {year}. If you disagree with the amount owed, you may call or write the utility at (Address and phone number), or you may contact the Public Service Commission at 1-800-342-3377.

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

PLEASE REMIT \$_____ BY {month} {day} {year} TO AVOID TERMINATION OF YOUR SERVICE.

If you are unable to make payment because your financial circumstances have changed significantly due to events beyond your control, please contact us at (866) 636-9227. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,
Spartacus Energy Customer Care

EXHIBIT L

List of entities that will market on behalf of Spartacus

Spartacus will conduct all marketing with internal sales agents, or by contracting with a registered Energy Consultant. Spartacus has not identified which Consultant it will utilize for sales at this time.

EXHIBIT M
New York State Department of Public Service
Energy Service Company (ESCO)
RETAIL ACCESS APPLICATION FORM

ENVIRONMENTAL DISCLOSURE PROGRAM ATTESTATION

I, Michael Proscia, holding the position of Chief Executive Officer, hereby attest that Spartacus Energy of New York LLC will comply with the requirements of the New York State's Environmental Disclosure Program for ESCO's electric customers.

Michael Proscia

Name: Michael Proscia

Title: Chief Executive Officer

3/20/25

Date: _____

EXHIBIT N

Office of Consumer Services Provider Form



New York State Public Service Commission
Office of Consumer Services
Service Provider Contact Information

Date _____

Company Name _____

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

President _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Vice President / Director of Customer Service _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Primary Regulatory Complaint Manager _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Secondary Regulatory Complaint Manager _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

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

Email: _____ Fax: _____

EXHIBIT O
Confirmation of Completion of Phase I Testing

New York Electronic Data Interchange
EDITA Phase I Testing Application

EDITA Information:

Date	11/12/2024
Principal Contact (name & title)	Michael Proscia CEO
Company Name	Spartacus Energy of New York LLC
Company Business Address	1040 1st Ave. #2140 New York, NY 10022-2991
Duns or Tax ID #	133224877

EDI Contact Information:

Provide names and contact information of persons responsible for Phase I testing, including EDI vendors.

	Name/Title	Company/Description of Function(s) Performed	Phone	Email address
(1)	Mary Do/Sr. Manager, EDI Client Success	VertexOne	214-576-1239	mary.do@vertexone.net
(2)	Eric Humphries/TSA Lead	VertexOne	214-576-1120	eric.humphries@vertexone.net
(3)				

Readiness Status:

Phase I X.12 Syntactical testing

Indicate projected readiness date
for required EDI transactions

ASAP

Indicate requested date to begin
Phase I Testing

ASAP

New York Electronic Data Interchange
EDITA Phase I Testing Application

New York Electronic Data Interchange
EDITA Phase I Testing Application

Established EDI Service Provider (EDISP) Certification:

Date	
EDISP Contact (name & title)	
EDISP Name	
EDISP Business Address	

===== [SECTION BELOW COMPLETED BY UTILITY] =====

Utility Acceptance / **Certification** (check appropriate blank):¹

Date	12/10/24
Utility Contact (name & title)	Jill Asencio, Senior Specialist
Utility Name	Consolidated Edison
Utility Business Address	4 Irving Place New York, NY 10003

Transactions Certified

Item	Date Certified
814E; 814D; 814HU; 824AA Transactions	X
814C: 814R Transactions	X
Utility Rate Ready Transactions	X
Utility Bill Ready Transactions	
Single Retailer Billing Transactions	

¹ If the utility conducts Phase I testing of the applicant ESCO, it is certifying the Applicant ESCO's readiness. Otherwise, the utility is merely recording the Established EDI Service Provider's affirmation the Applicant ESCO's Phase I readiness.

New York Electronic Data Interchange
EDITA Phase I Testing Application

BASIC INSTRUCTIONS

1. The EDITA should complete the first page of the application.
2. If the EDITA is plans to utilize an EDI Service Provider (EDISP) and the EDISP plans to certify the EDITA's Phase I capability, the EDISP should fill out the Established EDI Service Provider (EDISP) Certification section on the second page.
3. When the Utility is satisfied that the EDITA is Phase I capable, either a result of testing or the EDISP's certification, it should complete the Utility Acceptance/Certification section on the second page identifying which transactions are being certified (the utility should note whether it is certifying the EDITA or recording the EDISP's certification of the EDITA) and provide the completed EDITA Phase I Testing Application to DPS Staff.

NOTES

The Phase I Testing Rules and a list of Established EDI Service providers are available from the New York EDI website.

EXHIBIT P
Complaint Data

Spartacus Energy of New York LLC has not served any customers and therefore has no complaint data to report.

Complaint data for Spartacus Energy Services, LLC is set forth below:

Pennsylvania:

	Informal Complaints	Formal Complaints
2023	0	0
2024	51	1

All complaints were satisfactorily resolved with no adverse findings or violations

New Jersey:

	Informal Complaints	Formal Complaints
2023	0	0
2024	0	0

All complaints were satisfactorily resolved with no adverse findings or violations

EXHIBIT Q
Security/Data Breaches

Neither Spartacus Energy of New York LLC nor Spartacus Energy Services, LLC has had any security or data breaches regarding customer proprietary information in the past 24 months.

EXHIBIT R
Bankruptcy, Dissolution, Merger or Acquisition Activities

Neither Spartacus Energy of New York LLC nor Spartacus Energy Services, LLC has had any bankruptcy, dissolution, merger or acquisition activities in the past 24 months.

EXHIBIT S

Officer Certification

**New York State Department of Public Service
Energy Service Company (ESCO)
RETAIL ACCESS APPLICATION FORM**

OFFICER CERTIFICATION

I, Michael Proscia, holding the position of Chief Executive Officer, hereby affirm that Spartacus Energy of New York LLC is willing and able to comply with all applicable laws and regulations.

Michael Proscia

Name: Michael Proscia

Title: Chief Executive Officer

3/20/25

Date: _____