



November 11, 2020

Hon. Michelle Phillips  
Secretary  
New York State Public Service Commission  
Three Empire State Plaza  
Albany, NY 12223-1350

**RE:**

**Matter No. Case 19-02972 - In the Matter of Revised ESCO Applications in Compliance with Commission Order in Case 15-M-0127 et al. Issued and Effective 12/12/2019.**

Dear Secretary Phillips:

Enclosed please find the revised ESCO application of Interstate Gas Supply, Inc., dba IGS Energy (IGS) in compliance with the Commission Order in case 15-M-0127 et al issued and effective 12/12/2019 and order on rehearing, reconsideration, and providing clarification issued and effective September 18, 2020. This application includes all of the new attachments required as part of the new application procedure.

As there was no capability for comments within the PDF document, the following provides the additional response for requests made within section 3:

- *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);*  
Please reference Exhibit A for these documents.
- *Comprehensive copy of your standard sales agreement(s), including presentation of the customer disclosure statement;*  
Please reference Exhibit B for these documents.
- *Marketing representative ID badge;*  
Please reference Exhibit C for an example of this ID badge.
- *Marketing standards quality assurance plan;*  
Exhibit D has been redacted.
- *Third party verification (TPV) script;*  
Please reference Exhibit E for a sample script.
- *Sample forms of notices for assignment, discontinuance and transfer of 5000 or more customers to other providers;*  
Please reference Exhibit F for these documents.
- *Sample(s) of your billing format(s);*  
Please note that IGS Energy participates in POR programs; reference Exhibit G for this document.
- *Procedures you will use to obtain customer's authorization for historic usage and credit information;*  
Please reference Exhibit H for this document; this information is also disclosed within our Sales Agreement, provided in Exhibit B.
- *Copies of information and promotional materials used for mass marketing purposes;*  
Exhibit I has been redacted.



- **HEFPA documents, if providing energy supply to residential customers;**  
Please note that IGS Energy participates in POR programs; reference Exhibit K for these 8 documents.
- **Internal procedures for the prevention of slamming or cramming;**  
Exhibit L has been redacted.
- **A list of entities, including contracts and sub-contractors, that will market on behalf of your ESCO;**  
IGS Energy does not use contractors or sub-contractors for its marketing campaigns. All marketing representatives are in-house paid employees.
- **Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;**  
Please reference Exhibit M for this document.
- **NYS DPS Office of Consumer Services Service Provider Form;**  
Please reference Exhibit N for this document.
- **Letter from a utility that you have successfully completed EDI Phase I Testing.**  
Not applicable; this is a renewal RAAF under the new process and IGS Energy has been serving the New York market for over a decade.
- **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.**  
Please reference Exhibit O for this document.
- **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;**  
There have been no security breaches of customer data within the past 24 months. Interstate Gas Supply, Inc., dba IGS Energy and all affiliated entities have policies and procedures in place that would conform to the executed Data Service Agreements (DSA) and Self Attestation (SA) agreements recently executed with the New York utilities and ordered by the New York Public Service Commission's October 17, 2019 Order Establishing Minimum Cybersecurity and Privacy Protections and Making Other Findings in Case 18-M-0376. IGS' policies and procedures for securing customer data are in place which allows us to comply with the DSA's and SA's. We have attached the agreement executed with ConEd for reference as Exhibit P.
- **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;**  
In the last 24 months IGS acquired SCANA Energy Marketing that serves residential gas customers in the State of Georgia. IGS only serves customers under the trade names IGS Energy and now SCANA and there is no additional activity to report.
- **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.**  
Please reference Exhibit Q for this document.

Thank you for your assistance in this matter. Please let me know if there are any questions or additional information required.

Respectfully submitted,  
Interstate Gas Supply, Inc., dba IGS Energy

6100 Emerald Parkway, Dublin, OH 43016



A handwritten signature in blue ink, reading "Anthony Cusati, III". The signature is fluid and cursive, with a horizontal line extending to the right from the end of the name.

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Anthony Cusati, III  
Director of Regulatory Affairs  
Eastern Division



UPDATED APPLICATIONS PURSUANT TO ORDER 15-M-0157 DUE MARCH 11, 2020  
SHOULD BE FILED IN MATTER 19-02972

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

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1. Business Information

A. Business Name: Interstate Gas Supply, Inc.

Address: 6100 Emerald Pkwy

City: Dublin State: OH Zip: 43016

Telephone: 614-659-5000 Fax: 614-659-5070

Website Address: [www.igs.com](http://www.igs.com)

Customer Service Email Address: [customersupport@igs.com](mailto:customersupport@igs.com)

Toll Free Number: 888-995-0992

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

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

IGS Energy

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

Name: Accent Energy, SCANA Energy Marketing

Contact Name: Anthony Cusati

Address: 1379 Butter Churn Dr

City: Herndon State: VA Zip: 20170

Telephone: 703-618-2218 Fax: 614-659-5070

Email Address: [Tony.Cusati@igs.com](mailto:Tony.Cusati@igs.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):

D. List all states that your company has operated in within the last 24 months:

OH, MI, IN, PA, IL, KY, MD, NY, VA, CA, TX, MA, GA, SC, NC, TN, MI, AL, FL

E. List all trade names used in other states:

IGS Energy, Scana Energy Marketing

2. Contact Information

A. Executive Contact

Name: Matt White

Title: Chief Legal Officer

Address: 6100 Emerald Pkwy

City: Dublin

State: OH

Zip: 43016

Telephone: 614-659-5000

Fax: 614-659-5070

Email Address: Matt.White@igs.com

B. Regulatory Contact

Name: Tony Cusati

Title: Director, Regulatory Affairs

Address: 1379 Butter Churn Dr

City: Herndon

State: VA

Zip: 20170

Telephone: 703-618-2218

Fax: 703-935-1267

Email Address: Tony.Cusati@igs.com

C. Marketing Contact

Name: Jessica Spencer

Title: Director

Address: 6100 Emerald Pkwy

City: Dublin

State: OH

Zip: 43016

Telephone: 614-659-5424

Fax: 614-659-5070

Email Address: Jessica.Spencer@igs.com

D. EDI Vendor

Vendor Name: n/a, EDI handled in-house

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax

Email Address:

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

Market:	Industrial and Large Commercial	Residential and Small Non-Residential (the Mass Market)
Eligibility Sought:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

4. Identify the Types and Locations of Markets

- A. **Eligible ESCOs that have completed Phase III Testing**, place an “√” in the applicable cells of the table below to 1) designate the individual utility retail access programs in which you participate, and the customer market(s) in each program you serve, 2) indicate the commodities you offer in each service territory; and 3) indicate the billing options you offer in each territory.
- B. If you are a **new ESCO applying for eligibility**, please leave this section blank.
- C. If you are an **ESCO that has eligibility but are not serving**, leave this section blank. When you complete Phase III Testing or begin serving you should resubmit this form with the appropriate boxes checked.

Utility	Customer Markets		Commodity		Billing Options			
	Mass Market	Non-Res	Nat Gas	Electric	Utility Rate Ready (URR)	Utility Bill Ready (UBR)	ESCO Combined Billing <sup>1</sup>	Dual Bill
Central Hudson	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	n/a
Con Edison	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input checked="" type="checkbox"/>
Corning Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a	n/a
LIPA	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a	n/a	n/a	n/a
National Grid (KEDNY, KEDLI)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>
National Grid (Upstate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input checked="" type="checkbox"/>
National Fuel Gas	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
NYSEG	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>
Orange & Rockland	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input checked="" type="checkbox"/>
Rochester Gas & Electric	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>
St. Lawrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a	n/a

<sup>1</sup> National Fuel users Single Retailer EDI transactions to support ECB.

## 5. Identify Method(s) of Marketing

Marketing Type	Residential	Small Non-Residential	Industrial and Large Commercial
Door to Door	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kiosk Sales (at store or event)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Appointment Only	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Telemarketing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Direct Mail	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Through Partners (attach list)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Online Advertisements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Web Enrollments	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## 6. Identify Types of Products Offered

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


## 7. 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;
- 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.



## 8. 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:   
Title: Chief Legal Officer

Printed Name: Matthew White

Date: 11/5/2020

Company Name: Interstate Gas Supply, Inc., dba IGS Energy

**State of New York  
Department of State } ss:**

*I hereby certify, that INTERSTATE GAS SUPPLY, INC., a OHIO corporation, filed an Application for Authority to do business in the State of New York on 01/14/2008, under the name of INTERSTATE GAS SUPPLY, INC.. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York. I further certify the following:*

*A Biennial Statement was filed 03/04/2010.*

*Certificate of Change was filed on 02/26/2013.*

*A Biennial Statement was filed 08/01/2013.*

*Certificate of Change was filed on 11/07/2014.*

*A Biennial Statement was filed 01/26/2016.*

*A Biennial Statement was filed 01/02/2018.*

*A Certificate of Change was filed on 01/28/2019.*

*A Certificate of Change was filed on 01/28/2019.*

*A Biennial Statement was filed 01/02/2020.*

*I further certify that no other documents have been filed by such corporation.*



\*\*\*

*Witness my hand and the official seal  
of the Department of State at the City  
of Albany, this 30th day of October  
two thousand and twenty.*

*Brendan C. Hughes*

Brendan C. Hughes  
Executive Deputy Secretary of State

**NEW YORK STATE DEPARTMENT OF STATE**  
**Division of Corporations, State Records and UCC**  
**One Commerce Plaza, 99 Washington Ave, Albany, NY 12231**

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**TO: INTERSTATE GAS SUPPLY, INC.**  
**ATTN: RON WATERMAN**  
**5020 BRADENTON AVE.**  
**DUBLIN, OH 43017**

**STATE OF NEW YORK**  
**DEPARTMENT OF STATE**

I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.



WITNESS my hand and official seal of the Department of State, at the City of Albany, on October 1, 2009.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro  
First Deputy Secretary of State

200910010 26

NYS Department of State

Division of Corporations, State Records and UCC

One Commerce Plaza, 99 Washington Ave,

Albany, NY 12231-0001

www.dos.state.ny.us

### Certificate of Assumed Name

Pursuant to General Business Law, §130

1. NAME OF ENTITY

Interstate Gas Supply, Inc.

1a. FOREIGN ENTITIES ONLY. If applicable, the fictitious name the entity agreed to use in New York State is:

2. NEW YORK LAW FORMED OR AUTHORIZED UNDER (CHECK ONE):

- Business Corporation Law
- Limited Liability Company Law
- Education Law
- Not-for-Profit Corporation Law
- Insurance Law
- Revised Limited Partnership Act

Other (specify law):

3. ASSUMED NAME

IGS Energy

4. PRINCIPAL PLACE OF BUSINESS IN NEW YORK STATE (MUST BE NUMBER AND STREET. IF NONE, INSERT OUT-OF-STATE ADDRESS)

5020 Bradenton Ave., Dublin OH 43017

5. COUNTIES IN WHICH BUSINESS WILL BE CONDUCTED UNDER ASSUMED NAME

ALL COUNTIES (if not, circle county[ies] below)

Albany	Clinton	Genesee	Monroe	Orleans	Saratoga	Tompkins
Allegany	Columbia	Greene	Montgomery	Oswego	Schenectady	Ulster
Bronx	Cortland	Hamilton	Nassau	Otsego	Schoharie	Warren
Broome	Delaware	Herkimer	New York	Putnam	Schuyler	Washington
Cattaraugus	Dutchess	Jefferson	Niagara	Queens	Seneca	Wayne
Cayuga	Erie	Kings	Oneida	Rensselaer	Steuben	Westchester
Chautauqua	Essex	Lewis	Onondaga	Richmond	Suffolk	Wyoming
Chemung	Franklin	Livingston	Ontario	Rockland	Sullivan	Yates
Chenango	Fullton	Madison	Orange	St. Lawrence	Tioga	

6. INSERT THE ADDRESS OF EACH LOCATION WHERE BUSINESS WILL BE CARRIED ON OR TRANSACTED UNDER THE ASSUMED NAME.

Use a continuous sheet, if needed. (The address must be set forth in terms of a number and street, city, state and zip code. Please note that the address(es) reflected in paragraph 6 must be within the county(ies) circled in paragraph 5. If the entity does not have a specific location where it will conduct business under the assumed name please check the statement below.)

No New York State Business Location

200910010 26

INSTRUCTIONS FOR SIGNATURE: If corporation, by an officer; if limited partnership, by a general partner; if limited liability company, by a member or manager or by an authorized person or attorney-in-fact for such corporation, limited partnership, or limited liability company. If the certificate is signed by an attorney-in-fact, include the name and title of the person for whom the attorney-in-fact is acting. (Example, John Smith, attorney-in-fact for Robert Johnson, president.)

Doug Austin  
Name of Signer

*[Handwritten Signature]*  
Signature

Vice President  
Title of Signer

CERTIFICATE OF ASSUMED NAME  
OF

Interstate Gas Supply, Inc.

(Insert Entity Name)

Pursuant to §130, General Business Law

FILER'S NAME AND MAILING ADDRESS

Attn: Ron Waterman  
Interstate Gas Supply, Inc.  
5020 Bradenton Ave.  
Dublin, OH 43017

ICC  
STATE OF NEW YORK  
DEPARTMENT OF STATE  
FILED OCT 01 2009  
TWS 224816  
BY: *[Signature]*

NOTE: This form was prepared by the New York State Department of State. You are not required to use this form. You may draft your own form or use forms available at legal stationery stores. The Department of State recommends that all documents be prepared under the guidance of an attorney. The certificate must be submitted with a \$25 fee. The Department of State also collects the following, additional, county clerk fees for each county in which a corporation does or transacts business: \$100 for each county within New York City (Bronx, Kings, New York, Queens and Richmond) and \$25 for each county outside New York City. All checks over \$500 must be certified.

(For office use only)

2009 SEP 30 PM 4:12

-2-

2009 OCT -1 AM 11:51

RECEIVED

FILED

NO. 58  
M/S - OK

08014000993

# My Natural Gas Supply Contract with IGS Energy®

## RESIDENTIAL/SMALL COMMERCIAL SALES AGREEMENT - FORM FNFN-509-I12MV-WEB-ONLY-TF100

### Term Box

<b>Price:</b>	Fixed price of \$0.509 per CCF.		
<b>Term:</b>	Continues through 12 billing cycles. (Primary Term)	<b>Renewal:</b>	At the end of your Primary Term, this Agreement will automatically continue on a <b>month to month basis at a month to month variable price.</b>
<b>Cancellation Process:</b>	You may rescind this Agreement without a cancellation fee within <b>three (3) business days</b> of receipt of this Agreement by contacting IGS Energy at 1-800-720-0875. You may cancel this Agreement after the rescission period, subject to applicable cancellation fees, by providing IGS Energy with notice of cancellation. Either party can also cancel at any other time by providing notice to the other. The timing of when you will be removed from IGS Energy service is determined by the utility guidelines on cancellation.		<b>Cancellation Fee:</b> <b>\$100</b>
<b>Late Payment Fee:</b>	IGS Energy does not charge late payment fees. The utility performs the billing on our behalf; therefore, you may be subject to late payment fees from the utility.	<b>Guaranteed Savings:</b>	This is a fixed price contract for the initial term, so there is no guarantee of savings.

**Term:** The Primary Term of this agreement ("Agreement") will begin with the first billing cycle your enrollment or rate change is confirmed with National Fuel, your local distribution company (the "utility") and shall continue through the billing cycle stated in the Term Box. Upon completion of the Primary Term this Agreement will automatically renew on a month-to-month basis thereafter (at the same terms herein, excluding pricing). Renewal pricing will be as detailed under Pricing, Billing and Termination, below. IGS Energy (Interstate Gas Supply, Inc.) will provide Customer written notice in advance of the renewal date of any other material changes to the terms and conditions, or other information, if any.

**Pricing, Billing, and Termination:** Unless otherwise agreed to in writing, the price for all gas sold under this Agreement beginning with your initial billing cycle through your Primary Term shall be the price stated in the Term Box, plus all applicable taxes and any applicable utility charges. After your primary term expires your price will automatically continue on a month-to-month variable rate that will be created by taking the applicable monthly closing NYMEX settlement price and adding an amount not to exceed \$0.590 per CCF, plus applicable taxes at the delivery point. No less than 30 days nor more than 60 days prior to the expiration of the Primary Term IGS Energy will provide you notice that your Agreement is converting to a month-to-month variable rate. If you cancel this agreement after the rescission period but before the end of the Primary Term you may be subject to the cancellation fee stated in the Term Box. Cancellation notices provided after the utility's deadline may result in additional month(s) of service with IGS Energy as all cancellations are subject to utility guidelines and tariffs. IGS Energy reserves the right to lower my price at anytime and return it to the previously noticed price, without notice to you. IGS Energy will invoice through the utility, pursuant to the utility meter-reading and billing schedule for volumes as measured by the utility. Since IGS Energy sells your receivable to the utility, the utility rules apply regarding late payment fees (currently 1.5% per month), returned check charges (currently \$20.00 per returned check) and in the event of failure to remit payment when due including commodity charges, **the utility will have the right to terminate commodity service and to seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA").** If you disagree with disconnection, you can contact the New York Department of Public Service ("DPS") at **1-800-342-3377**.

**Assignment.** You may not assign your interests in and obligations under this Agreement without the express written consent of IGS Energy. IGS Energy may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

You authorizes IGS Energy to obtain and review information regarding your credit history from credit reporting agencies, and the following information from the UTILITY: consumption history; billing determinants; credit information; public assistance status; general account information; existence of medical emergencies, status as to whether you have 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 IGS Energy to determine whether it will commence and/or continue to provide energy supply service to you and will not be disclosed to a third-party unless required by law. Your execution of this Agreement shall constitute authorization for the release of this information to IGS Energy. This authorization will remain in effect during the Primary Term and any Renewal Term of this Agreement. You may rescind this authorization at any time by providing written notice thereof to IGS Energy or calling IGS Energy at 1-800-720-0875. IGS Energy reserves the right to cancel this Agreement in the event you rescind the authorization.

**Consumer Protections:** The services provided by IGS Energy are protected by the terms and conditions of this Agreement, and for residential Customers (as defined by the DPS/utility) the services are protected by the HEFPA. In addition to this Agreement, for non-residential Customers (as defined by the DPS/utility), the Non-Residential Regulations enforced by the DPS may also be relevant. For both residential and non-residential Customers, except in instances where service is discontinued as a result of disconnection by the utility, IGS Energy will provide at least fifteen (15) calendar days notice prior to any cancellation of service by IGS Energy to you. In the event of non-payment of any charges owed to IGS Energy, whether payment is due to the UTILITY or IGS Energy directly, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the New York State Department of Public Service ("DPS"). **Residential and Non-residential Customers are subject to disconnection by the utility for non-payment of IGS Energy fees.** Customer may obtain additional information by contacting IGS Energy at 1-800-720-0875 or the DPS Alternative Energy Provider Line at 1-888-697-7728, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. The DPS will monitor complaints against all energy companies, and an excessive number of complaints may result in an energy company no longer being eligible to supply electricity or natural gas in New York State.

**Cancellation:** Residential Customers may rescind this Agreement, without a cancellation fee, within three (3) business days of receipt of this Agreement with IGS Energy, by contacting IGS Energy at 1-800-720-0875 or in writing. Thereafter, you may cancel the contract subject to applicable termination fees, although the timing of when you will return to utility service is based on utility guidelines. IGS Energy also has the right to cancel this Agreement without penalty or a termination fee. If notice of cancellation is not given at least 15 days prior to the next scheduled meter reading, the customer may request a special meter reading, which is typically subject to a service charge. To cancel this Agreement and return to utility service you can notify either IGS Energy or the utility in writing or by telephone. In the event of a cancellation or termination of this Agreement after the residential or non-residential you have switched to IGS Energy and a special meter reading is not requested, it may take up to ten (10) weeks for you to return to the utility for commodity supply service, and you are liable for all IGS Energy charges until you switch to the utility or another supplier. Regarding invoicing for reported volumes, a final bill should be rendered within twenty (20) days after the final scheduled meter reading by the utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided. Pursuant to HEFPA, your distribution service may be suspended if you fail to pay IGS Energy's outstanding charges. With disconnections, HEFPA provides that you can contact the DPS at 1-800-342-3377 for disputes regarding shutoffs or disconnection of service.

**Agreement to Sell and Purchase Energy:** IGS Energy agrees to sell and deliver and you agree to purchase and accept the quantity of natural gas necessary to meet your requirements based upon

consumption data obtained by IGS Energy or the delivery schedule of the utility. The amount of natural gas delivered is subject to change based upon data affecting consumption obtained by IGS Energy or the utility's delivery schedule. Since this agreement is intended for residential and small commercial users, IGS Energy reserves the right not to enroll or to discontinue service at any point to customers that consume more than 50,000 ccf per year, without penalty to either party.

**Dispute Resolution:** In the event of a billing dispute or a disagreement involving IGS Energy's service, the parties will use their best efforts to resolve the dispute. **For Residential Customers, the services in dispute are protected where applicable by HEFPA (as noted above under Consumer Protections you can call 1-800-342-3377), and any action taken by IGS Energy must conform to HEFPA protections for Customer.** You should contact IGS Energy in writing at P.O. Box 9060 Dublin OH 43017, or by telephone at 1-800-720-0875. For Residential Customers, if the dispute is not resolved within 45 days, it may be submitted by either party to the DPS pursuant to its Complaint Handling Procedures ("Procedures"). **For general competitive market related inquiries, the DPS can be reached through the Alternative Energy Provider Line at 1-888-697-7728, or by writing to: The New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. Please note that the DPS does not resolve disputes regarding non-residential customers.** Residential Customers shall remit payment as required under the Procedures during the pendency of the dispute, and such payment shall be refunded if warranted by the DPS decision. Non-Residential Customers must pay the bill in full, except for the disputed portion, during the pendency of the dispute. For Non-Residential Customers, if the parties cannot resolve the dispute within forty-five (45) days, either party may avail itself of all remedies available under law or equity. Notwithstanding anything to the contrary herein, for Non-Residential Customers, the parties acknowledge and agree that the utility is responsible for reading the customers meter and metered volumes are removed from IGS' pool according to utility readings or estimates, and as a result, volume disputes are to be pursued with the utility and invoices are to be paid in full for all volumes and seek a remedy from the utility. To the extent the utility makes a volume adjustment resulting from a Customer dispute and you have paid for those volumes, such adjustment shall be passed on to you.

**Agency:** You hereby appoint IGS Energy as agent for the purposes of acquiring the supplies necessary to meet its natural gas needs, arranging, contracting for and administering transportation, transmission and related services over interstate facilities and those of the utility needed to deliver natural gas to the your premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Title:** All natural gas sold under this Agreement shall be delivered to the utility at a location considered the "Point of Delivery", and shall constitute the point at which title transfers and the sale occurs. IGS Energy will indemnify and hold harmless you from all taxes, royalties, fees or other charges incurred with respect to the natural gas before title passes.

**Warranty:** This Agreement, including applicable attachments, makes up the entire Agreement with IGS Energy. IGS Energy makes no representations or warranties other than those expressly set forth in these Terms and Conditions, and IGS Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**Force Majeure:** IGS Energy will make commercially reasonable efforts to provide gas service, but does not guarantee a continuous supply of natural gas. Certain causes and events out of the control of IGS Energy ("Force Majeure Events") may result in interruptions in service. IGS Energy will not be liable for any such interruptions caused by a Force Majeure Event. IGS Energy does not transmit or distribute natural gas. Therefore, IGS Energy is not and shall not be liable for damages caused by Force Majeure Events, including acts of God, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the utility including but not limited to a facility outage on its gas distribution lines, changes in laws, rules, or regulations of any governmental authority or any cause beyond IGS Energy's control.

**Liability:** The remedy in any claim or suit by you against IGS Energy will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either IGS Energy or you be liable for consequential, incidental, 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.

**IGS Energy Contact Information:** You may contact IGS Energy's Customer Service Contact Center at 1-800-720-0875, Monday through Friday 8:00 a.m. - 5:00 p.m. EST (contact center hours subject to change), or write to IGS at: P.O. Box 9060 Dublin OH 43017.

**Choice of Laws:** Venue for any lawsuit 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.

**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 customer's performance of its obligations under this Agreement, shall be paid by you. The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein.

**Emergency Service:** In the event of a gas leak, service interruption or other emergency regarding your natural gas service, you should immediately call the UTILITY at 1-800-444-3130 and emergency personnel. You may then call IGS at: 1-800-720-0875.

**Parties Bound:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.



**TERM BOX**

<b>Initial Term Price:</b>	Fixed Rate of _____ cents per kilowatt hour (kWh).
<b>Variable Price is determined</b>	After the Initial Term your variable price is determined monthly in response to market conditions as more fully described in the Price section of this Agreement
<b>Renewable Component</b>	_____ % as more fully described below
<b>Length of the agreement and end date ("Initial Term")</b>	The Initial Term of this Agreement will continue 12 months monthly billing cycles
<b>Rescission Process</b>	Customer may rescind within 3 business days from receipt of agreement without penalty
<b>Early Termination Fee</b>	None
<b>Renewal Provisions</b>	After the Initial Term this Agreement automatically renews month-to-month with a 30% renewable component as more fully described below.
<b>Conditions under which savings to the customer are guaranteed</b>	None

**Agreement to Sell and Purchase Energy:** This is an agreement between IGS Energy and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with IGS Energy (the "Agreement"). Subject to the terms and conditions of this Agreement, IGS Energy agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by IGS Energy, necessary to meet Customer's requirements based upon consumption data obtained by IGS Energy or the delivery schedule of Con Edison of New York the Local Distribution Utility (the "LDU"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by IGS Energy or the LDU's delivery schedule.

**Initial Term:** The Initial Term of this agreement shall be as stated in the Term Box. The term shall commence as of the date the change of provider to IGS Energy is deemed effective by the LDU and shall consist of an Introductory Period of two billing cycles which will continue thereafter in accordance with the terms of this Agreement.

**Price:** IGS Energy's price for all electricity sold under this Agreement during the Initial Term shall as stated in the Term Box. Thereafter, you will be charged a monthly variable rate based on the following formula components: the costs of energy, capacity, transmission, line losses, ancillary charges, NYISO charges, settlement charges, balancing fees, IGS Energy fees, any third party, broker or supplier fees, carrying costs plus applicable taxes. IGS Energy may change its price upon 15 day's notice to the customer, with that notice provided at least 30 days prior to the Customer's next scheduled meter read. Such notice is not required if the price is based upon a formula methodology whose components are set forth in this Agreement. Notwithstanding any other provision of this Agreement, the Customer may cancel this Agreement within the 15-day notice period of a price change.

**Renewable Component:** IGS Energy will procure energy generated by renewable energy resources in an amount equal to at least 30% of your electricity consumption. The renewable energy resources will be procured in a manner consistent with New York Public Service Commission requirements for renewable energy products and may include biomass, biogas, hydropower, solar energy, and wind energy. IGS Energy reserves the right to alter the sources or percent component of the renewable energy resources as a result of regulatory, state, or federal action.

**Billing and Payment:** Your LDU will continue to bill you monthly for IGS Energy supply charges and your LDU charges and for any other charges, based on your actual electricity usage during the applicable month, or usage may be estimated and your invoice reconciled with actual usage data in subsequent months. Your LDU may disconnect your distribution service for non-payment of IGS Energy's charges. Customer payments remitted in response to a consolidated bill may be pro-rated in accordance with procedures adopted by the New York Department of Public Service ("DPS").

**Assignment:** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of IGS Energy. IGS Energy may sell, transfer, pledge, or assign the accounts receivable, revenues, or proceeds hereof, in connection with any financing agreement, purchase of accounts receivables program or billing services agreement, and may assign this Agreement and the rights and obligations there under, to another energy supplier, energy service company or other entity as authorized by the DPS. IGS Energy must give the Customer 30 days notice before the next meter read prior to the assignment of this Agreement to another service provider. Upon any such assignment, Customer agrees that IGS Energy shall have no further obligations hereunder.

**Information Release Authorization:** Customer authorizes IGS Energy to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by IGS 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 IGS 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 IGS Energy or by calling IGS Energy at 1-800-280-4474. IGS Energy reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**Consumer Protections.** The services provided by IGS Energy to Customer are governed by the terms and conditions of this Agreement and HEFPA. IGS Energy will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to IGS Energy, Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting IGS Energy at 1-800-280-4474. Customer may also contact the DPS for inquiries regarding the competitive retail energy market at 1.888.697.7728.

**Cancellation:** Customer may rescind this Agreement without a cancellation fee within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting IGS Energy at 1-800-280-4474 or in writing. After the 3 day rescission period customer may cancel this agreement at any time by contacting IGS Energy, subject to applicable cancellation fees as stated in the Term Box. If cancellation is not requested within 15 days of the next meter read, the Customer may request a special meter read which is typically subject to a service charge. Customer is liable for all IGS Energy charges until Customer returns to the LDU or goes to another supplier. A final bill will be rendered within twenty (20) days 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.

**Agency:** Customer hereby appoints IGS Energy as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

**Title:** All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO IGS Energy load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. IGS Energy will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

**Warranty:** This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and IGS Energy. IGS Energy makes no representations or warranties other than those expressly set forth in this Agreement, and IGS Energy expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**Force Majeure:** IGS Energy will make commercially reasonable efforts to provide electricity hereunder but IGS Energy does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of IGS Energy ("Force Majeure Events") may result in interruptions in service. IGS Energy will not be liable for any such interruptions caused by a Force Majeure Event, and IGS 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, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDU (including, but not limited to, a facility outage on its electricity distribution lines), changes in laws, rules, or regulations of any governmental authority or any other cause beyond IGS Energy's control.

**Liability:** The remedy in any claim or suit by Customer against IGS Energy will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either IGS 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.

**Contact Information:** Customer may contact IGS Energy's Customer Service Center at 1-800-280-4474, Monday through Friday 7:00 a.m. - 7:00 p.m. EST (contact center hours subject to change). Customer may write to IGS Energy at: 6100 Emerald Parkway, Dublin, OH 43016.

**Dispute Resolution:** In the event of a billing dispute or a disagreement involving IGS Energy's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact IGS Energy by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1.800.342.3377. 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.

**Choice of Laws:** Venue for any lawsuit 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.

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

**Amendments and Regulatory Changes:** If at some future date there is a change in any law, rule, regulation or pricing structure whereby IGS Energy is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion IGS Energy shall have the right to cancel this Agreement on 15 days' notice to Customer. IGS Energy may amend the terms of this Agreement (other than price) at any time, consistent with any applicable law, rule or regulation, by providing notice to Customer of such amendment at least thirty (30) days prior to the effective date thereof. Any change to this Agreement, other than the open price provision, shall require the Customer's affirmative consent, documented under one of the three methods specified in the Uniform Business Practices (telephonic, electronic or written).

**Emergency Service:** In the event of an electricity leak, service interruption or other emergency, Customer should immediately call the LDU at Con Edison 1.800.75CONED and for Niagara Mohawk 1.800.892.2345. Customer should then call IGS Energy at 1-800-280-4474.

**Parties Bound:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**In the case of telephonic or electronic enrollment such execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.**



## New York State Public Service Commission

### Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

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

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

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

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

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





Front (Home Energy Consultant's Picture inserted in the blank white space)



Toll Free :: 877-915-4447

**I am not a  
utility employee.**

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Back

If you have any questions about IGS Energy's services, our Consultants, or if you find this badge, please call us.

Phone :: 614-659-5732



6100 Emerald Parkway  
Dublin, OH, 43016

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Now, for enrollment purposes, my name is \_\_\_\_\_ and I will be verifying your enrollment with IGS Energy (and) as your Electricity supplier in \_\_\_\_\_ (Utility) Program.

This call is required to be recorded and that acceptance of IGS Energy's offer is an agreement to initiate service and begin enrollment; is that okay with you?

If you do not understand or are unclear about anything I say, please stop me and I will repeat the question.

Today's date is \_\_/\_\_/2020 and the time is \_\_\_\_\_. Do you agree?

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

If this is a door-to-door sale, has the sales representative left the premises?

Are you over 18 and the customer of record or legally authorized to make changes on this account?

Now, we need to verify the information as it appears on your utility bills: We have the name on the account as: \_\_\_\_\_ And for security purposes, can you please state your name? [if different] Please also state your relationship to the account holder. We have the service address as: \_\_\_\_\_. We show the mailing address as: \_\_\_\_\_. The telephone number on the account is: \_\_\_-\_\_\_-\_\_\_\_\_.

Please verify your email address?

The \_\_\_\_\_ (Utility) Account Number: you provided is: \_\_\_\_\_

Is all of this information correct?

If the sale was conducted through door-to-door marketing: did the ESCO marketing representative provide you with the sales agreement, his/her business card or contact information and leave a copy of the ESCO Consumer Bill of Rights?

If the sale was conducted through telemarketing: did the ESCO marketing representative offer to mail you a copy of the ESCO Consumer Bill of Rights or did the ESCO marketing representative tell you how to find the ESCO Consumer Bill of Rights online?

You want to enroll with IGS Energy as your Electricity supplier at a Fixed price of \_\_\_\_\_ per kWh through your 36th billing cycle; this price excludes all applicable state and local taxes and utility service and delivery charges. OKAY?



And we need to disclose that this rate does not guarantee a savings in comparison to the utility current rate offering.

Beginning with your 37th billing cycle you will continue with IGS Energy on a month-to-month basis at a monthly variable price for your \_\_\_\_\_(Utility) Electricity bill.

IGS Energy will purchase Renewable Energy Credits, or RECs, to meet your home and/or business's green total electric requirements. An REC represents the amount of generation of 1,000 kilowatt hours.

If you decide to cancel this agreement after 7 Business Days, you will be subject to an early termination fee of \$\_\_\_\_\_.

IGS Energy will send this request within 1 business day and your new rate will then appear on your utility bill in 1-2 billing cycles.

Your utility company will remain the same, they will receive your energy from IGS, deliver it to you, send your bill like they always have, and if you ever have an emergency, you would call your utility.

By enrolling, you are authorizing the release of account information from your utility company.

And you understand that IGS is not your utility and you always have the right to receive your energy through them. Is that correct?

Within one business day, IGS Energy will send to you a confirmation letter, along with the full terms and conditions of your enrollment. If you have any questions, please contact IGS Energy at 1-800-280-4474.

Do you understand that you may rescind the agreement within three business days after its receipt by calling 1-800-280-4474 and if you do not rescind the agreement, an enforceable agreement will be created?

Your verification is now complete. I have a confirmation number if you would like to write it down.



NOTICE OF ASSIGNMENT

Notice is hereby provided that pursuant to Section \_\_\_\_ of the Sales Agreement dated \_\_\_\_/\_\_\_\_/20\_\_\_\_ ("Agreement") between \_\_\_\_\_ ("Customer") and IGS Energy, all of IGS Energy's rights, interests and obligations under said Agreement have been assigned and transferred to [name, address, email address and telephone number of assignee]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_@\_\_\_\_\_  
(\_\_\_\_\_)\_\_\_\_\_.

This assignment will be effective as of \_\_\_\_/\_\_\_\_/20\_\_\_\_ [15 calendar days' notice].

List changes [if any] in the prices, terms and conditions of service:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

If you have any questions please contact [assignee] \_\_\_\_\_ at \_\_\_\_\_@\_\_\_\_\_ or (\_\_\_\_\_)\_\_\_\_\_.





**INTERSTATE GAS SUPPLY, INC. ("IGS")**

**Residential**

**THIS IS A FINAL TERMINATION NOTICE**

**PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE ESCO WHEN PAYING THIS BILL**

Customer Name

Address

Account #

Date

There is a balance due on your account of \$ \_\_\_\_\_. Unless full payment of this amount is received by [DATE], IGS Energy will terminate your commodity service on [DATE]. **Your utility delivery service may also be suspended if you fail to pay this outstanding balance.**

If your commodity service is terminated you will be obligated to pay \$ \_\_\_\_\_ to restore commodity service and \$ \_\_\_\_\_ to end the suspension of utility delivery service. You must pay the full balance owed to IGS and the utility to remain current on your account and assure the continuity of commodity and utility distribution service.

All payments should be remitted to: P.O. Box 9060 Dublin OH 43017, or you may contact IGS at 1-800-280-4474. If you have a complaint regarding your account or service, please contact IGS at the same address or telephone number listed above.

**The Public Service Law requires modification of the termination procedures if you are: over 62 years of age, blind, disabled, or have another physical impairment or medical condition. If you can demonstrate that you are unable to make payment under the terms of the existing payment agreement because your financial circumstances have changed significantly due to conditions beyond your control, a new payment agreement may be available. If any of these conditions apply to you, please immediately contact IGS at 1-800-280-4474. Your local social service office may provide assistance to maintain ESCO service. To obtain such assistance you must first provide IGS with information showing assets, income and expenses to evaluate whether you are entitled to a new payment agreement. The local social services information number is: [TELEPHONE NUMBER].**



**NOTICE OF TRANSFER OF 5000 OR MORE CUSTOMERS**

Notice is hereby provided that pursuant to the Sales Agreement (“Agreement”) between the Customer and IGS Energy, all of IGS 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 \_\_\_\_/\_\_\_\_/20\_\_\_\_ [15 calendar days’ notice].

If you have any questions please contact [assignee ESCO] \_\_\_\_\_ at  
\_\_\_\_\_@\_\_\_\_\_ or (\_\_\_\_\_)\_\_\_\_\_.

*SAMPLE – IGS Energy does not bill Customers.*

**IGS Energy**

**INVOICE**

CUSTOMER NAME  
STREET  
CITY, STATE ZIP

Invoice Number:  
Invoice Date:  
Customer #:  
Total Amount Due:  
Amount Enclosed: \_\_\_\_\_

Energy Commodity Bill Service Address: Utility:	Invoice Date: ESCO Acct. #:
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Make Check Payable to: Address	ESCO Name
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Utility Acct #	Meter #	From	To	Usage	Price	Bill Amount
GAS				____ Therms		
ELECTRIC				____ kWh		
					Subtotal	
					Previous Bal	
					Payments Rec.	
					<b>Total due</b>	

**PAYMENT DUE UPON RECEIPT**  
A late payment Charge of 1.5% will accrue if payment is not received within 15 days.



Procedures used to obtain authorization to access customer historical usage or credit information

**Customer Authorization Process**

The distribution utility or MDSP shall provide information about a specific customer requested by Buyer. (“IGS Energy”) authorized by the customer to receive the information.

1. IGS Energy shall obtain customer authorization to request information, in accordance with the procedures in UBP Section 5, Changes in Service Providers, Attachments 1, 2, and 3. IGS Energy shall inform its customers of the types of information to be obtained, to whom it will be given, how it will be used, and how long the authorizations will be valid. The authorization is valid for no longer than six months unless the sales agreement provides for a longer time.
2. A distribution utility and a MDSP shall assume that IGS Energy obtained proper customer authorization if IGS Energy is eligible to provide service and submits a valid information request.
3. IGS Energy shall retain, for a minimum of two years, verifiable proof of authorization for each customer. Verification records shall be provided by IGS Energy, upon request of the DPS staff, within five calendar days after a request is made. Locations for storage of the records shall be at the discretion of IGS Energy.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access IGS Energy to information about the customer.
5. IGS Energy shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-no-call registries.



## Customer Information Provided to IGS Energy <sup>1</sup>

**1. Release of Information.** A distribution utility and a MDSP shall use the following practices for transferring customer information to IGS Energy.

a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of IGS Energy's enrollment request and the information in the Customer Contact Information Set and the Credit Information Set, upon IGS Energy's request.

b. The distribution utility or MDSP shall respond within two business days to valid requests for information as established in EDI transaction standards and within five business days to requests for data and information for which an EDI transaction standard is not available. The distribution utility or MDSP shall provide the reason for rejection of any valid information request.

**2. Customer Contact Information Set.** The distribution utility or MDSP, to the extent it possesses the information, shall provide, upon IGS Energy's request, consumption history for the customer's electric account. Consumption history<sup>3</sup> for an electric account shall include:

a. Customer's service address;

b. Electric or gas account indicator;

c. Sales tax district used by the distribution utility;

d. Rate service class and subclass or rider by account and by meter, where applicable;

e. Electric load profile reference category or code, if not based on service class;

f. Usage type (e.g., kWh or therm), reporting period, and type of consumption (actual, estimated, or billed);

g. Twelve months, or the life of the account, whichever is less, of customer data via EDI and, upon separate request, an additional 12 months, or the life of the account, whichever is less, of customer data via EDI or an alternative system at the discretion of the distribution utility or MDSP, and, where applicable, demand information;<sup>4</sup> if the customer has more than one meter associated with an account, the distribution utility or MDSP shall provide the applicable information, if available, for each meter; and

h. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs) via EDI, and if requested in detail, via an acceptable alternative electronic format.

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<sup>1</sup> Upon enrollment of a customer, IGS Energy shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data or estimated consumption for a period, at the same time that the distribution utility validates them for use. IGS Energy issuing consolidated bills is entitled to receive billing information, in accordance with UBP Section 9, Billing and Payment Processing.



**3. Billing Determinant Information Set.** Upon acceptance of IGS Energy's enrollment request, a distribution utility shall provide the following billing information for an electric account, as applicable:

- a. customer's service address, and billing address, if different;
- b. electric account indicator;
- c. meter reading date or cycle and reporting period;
- d. billing date or cycle and billing period;
- e. meter number, if available;
- f. distribution utility rate class and subclass, by meter;
- g. description of usage measurement type and reporting period;
- h. customer's load profile group, for electric accounts only;
- i. life support equipment indicator;
- j. customer's location based marginal pricing zone, for electric accounts only; and,
- k. budget billing indicator.

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



### **Direct Customer Information**

A Direct Customer shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data, and estimated consumption for a period, at the same time that the distribution utility validates them for use. The distribution utility or MDSP shall make available, upon request, to an electric Direct Customer, a class load profile for its service class.

### **Charges for Customer Information**

No distribution utility or MDSP shall impose charges upon IGS Energy or Direct Customers for provision of the information described in this Section. The distribution utility may impose an incremental cost based fee, authorized in tariffs for IGS Energy's request for customer data for a period in excess of 24 months or for detailed interval data per account for any length of time.

### **Unauthorized Information Release**

IGS Energy, its employees, agents, and designees, are prohibited from selling, disclosing or providing any customer information obtained from a distribution utility or MDSP, in accordance with this Section, to others, including their affiliates, unless such sale, disclosure or provision is required to facilitate or maintain service to the customer or is specifically authorized by the customer or required by legal authority. If such authorization is requested from the customer, IGS Energy shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

<sup>4</sup> A distribution utility may provide data for a standard 24 months or life of the account, whichever is less, as part of its customer contract information set.

<sup>5</sup> As specified in the EDI standard for an enrollment request and response, the distribution utility may transmit additional data elements, based upon the request, the responding distribution utility, and the commodity type.





















































































































































**IGS**<sup>®</sup>  
ENERGY

**IGS**<sup>®</sup> | ENERGY  
SOLAR  
GENERATION  
CNG SERVICES



# Choosing an Energy Supplier

Not sure where to start?

**START HERE.** With so much information out there on energy suppliers and energy choice, it's easy to feel overwhelmed by all your options. The good news is that **you have options** and we're here to provide you with trusted advice so you can choose what fits you best.

We've put together the following sets of questions to help you find the energy supplier that's right for you.

   **IGSENERGY.COM**

## 1 Understanding energy plans and rates

- Have you decided if a variable or fixed rate is better for your needs?
- Do you understand how your bill is broken down: generation, distribution, and supply charges?
- Are there multiple plan term lengths you can choose from?
- Is there a fee for canceling your contract or switching to a new rate?
- Do you know how to calculate your “all-in” rate versus your supply rate?
- Have you compared your current rate to your new one?
- Can you take advantage of any rewards programs or incentives for having multiple products on your account?

SAMPLE BILL

April 11, 2015  
**Account Number: 123 123 123 123**  
**Amount Due: \$114.90**  
**Due Date: April 25, 2015**

Account Summary		Amount Due
Previous Balance		85.20
Payments/Adjustments		-85.20
<b>Balance at Billing on April 11, 2015</b>		<b>0.00</b>
Ohio Edison		54.90
IGS Energy - Consumption		60.00
<b>Total Current Charges</b>		<b>114.90</b>
<b>Amount Due by April 25, 2015</b>		<b>114.90</b>
Usage Information for Meter Number 5123123123		
April 06, 2014 KWH Reading (Estimate)		15,842
March 07, 2014 KWH Reading (Actual)		14,985
KWH used		857
Charges from Ohio Edison		
Customer Number: 1234567890 1234567890		0.00
Rate: Residential Service OE-RSD		41.63
Customer Charge		13.27
<b>Distribution Related Component</b>		<b>54.90</b>
Cost Recovery Charges		
<b>Current Consumption Bill Charges</b>		<b>54.90</b>
Billing Information for IGS Energy		
Po Box 9060, Dublin, OH 43017		



### SMART ENERGY TIP

Your monthly energy bill varies from month to month based on how much energy you use, and the rate you pay for your energy supply. Being energy efficient can reduce how much energy you're using; enrolling in a fixed rate can help you manage your energy costs.

## 2 FINDING A TRUSTED ENERGY ADVISOR

- Does the supplier have a long and stable history of being in business?
- Does the supplier use in-house expertise to secure the best energy pricing?
- Does the supplier engage in socially responsible practices and initiatives?
- Is the supplier rated highly on the Better Business Bureau?



### SMART ENERGY TIP

When you enroll with an energy supplier, your utility may send you a letter to confirm your decision, but there's no action required on your part.

## 3 Receiving exceptional customer service

- Is there an easy way for you to get answers on the supplier's products and services?
- Are there convenient ways for you to manage your account(s)?
- Will you be given a reminder from the supplier when your contract is about to expire?
- Can you sign up to receive updates about new rates and offers?

**These questions will help ensure you get the products and services that fit your needs, and an energy company you can trust.**

**Additional questions? Call me anytime at:**

**SAMPLE – IGS Energy does not bill Customers.****EVALUATION OF CUSTOMER ABILITY TO PAY****TO BE KEPT CONFIDENTIAL**

1. Employer Name, Address and Phone Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. What is your monthly income? \$ \_\_\_\_\_.

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

\_\_\_\_\_

\_\_\_\_\_

4. Please list all checking and savings accounts and balance of each:

\_\_\_\_\_

\_\_\_\_\_

5. Please list all credit cards, and list balance due and monthly payment amount of each:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Do you own your home or do you rent? \_\_\_\_\_

7. What is your monthly mortgage or rent payment? \$ \_\_\_\_\_.

8. List other assets (i.e., Stocks and Bonds) :

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Identify all other monthly expenditures by amount:

Food expenses	\$ _____.	Medical expenses	\$ _____.
Telephone bill	\$ _____.	Utility bills	\$ _____.
Mandatory loan/credit card payments	\$ _____.		
Other	\$ _____.		

## SAMPLE – IGS Energy does not bill Customers.

### **BUDGET BILLING PLAN**

---

Customer Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Account #: \_\_\_\_\_

Under this Plan, IGS Energy 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 \$XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

Such equal monthly payment is based on an estimate of your annual billing, which has been calculated by multiplying the average monthly consumption by the current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is \_\_\_\_\_ Therms and/or \_\_\_\_\_ kWh, based on your last 12 months actual consumption. If the service address for which you will be billed under this Plan is a new property, which has not been served or for which 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

The minimum number of days required in a meter reading cycle shall be at least 25 days to qualify for a budget bill for such a period. In case of shorter meter reading intervals, you will receive a bill reflecting actual charges for such shorter period. However, you will be required to make a payment only when at least 25 days have been accumulated for the budget bill amount.

The Plan shall be subject to regular review for conformity with actual billings. IGS Energy reserves the right to recalculate such monthly payment to reflect an increase in consumption beyond the average monthly consumption.

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

In the last month of the Plan, IGS 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 IGS 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:**

**Return** one signed copy to IGS Energy by MM/DD/YYYY.

## SAMPLE – IGS Energy does not bill Customers.

### RESIDENTIAL PAYMENT AGREEMENT

---

Customer Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Account #: \_\_\_\_\_

The total Amount owed to **IGS Energy** for this account as of MM/DD/YYYY is **\$XX.XX**.

**IGS 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 MM/DD/YYYY 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, **IGS Energy** may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, **IGS 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 IGS Energy at 1-800-280-4474.**

**Payment of Outstanding Balance:**

**Your current monthly budget amount is: \$XX.XX.**

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

Yes! I would like Budget Billing:

**Acceptance of Agreement:**

Customer Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

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

**Return** one copy of this agreement signed, with the down payment, by MM/DD/YYYY.  
 If it is not signed and returned, your service may be terminated.

**SAMPLE – IGS Energy does not bill Customers.**

**FINAL SUSPENSION NOTICE**

**Date: MM/DD/YYYY**

---

IGS Energy  
6100 Emerald Parkway  
Dublin, OH 43016  
800-280-4474

Customer Name  
Address  
City, State, Zip

RE: Account Number

Dear Customer Name:

YOUR ELECTRIC SERVICE IS SUBJECT TO SUSPENSION **after** MM/DD/YYYY.

**To avoid suspension please remit \$XX.XX by MM/DD/YYYY.** If your service is suspended you must pay \$XX.XX to resume service.

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

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

**PLEASE REMIT \$XX.XX BY MM/DD/YYYY TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.**

Sincerely,

IGS Energy  
Credit and Collections

**SAMPLE – IGS Energy does not bill Customers.****FINAL TERMINATION NOTICE****Date: MM/DD/YYYY**

---

IGS Energy  
6100 Emerald Parkway  
Dublin, OH 43016  
800-280-4474

Customer Name  
Address  
City, State, Zip

RE: Account Number

Dear Customer Name:

By letter dated MM/DD/YYYY, IGS Energy notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YYYY would result in IGS Energy terminating your service. Our records indicate that we have not received your payment. Please remit \$XX.XX or your service will be terminated after MM/DD/YYYY.

If you disagree with the amount owed, you may call or write your local utility company at Utility 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 \$XX.XX BY MM/DD/YYYY TO AVOID TERMINATION OF YOUR SERVICE.**

If you are unable to make payment because financial circumstances have changed significantly due to events beyond your control, please contact us at (800) 280-4474. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Sincerely,

IGS Energy  
Credit and Collections

**SAMPLE – IGS Energy does not bill Customers.**

***NOTIFICATION TO SOCIAL SERVICES  
OF CUSTOMER INABILITY TO PAY***

---

IGS Energy  
6100 Emerald Parkway  
Dublin, OH 43016  
800-280-4474

Customer Name  
Address  
City, State, Zip

RE: Account Number

Dear Social Services:

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

Sincerely,

IGS Energy  
Credit and Collections



**SAMPLE – IGS Energy does not bill Customers.*****PAST DUE REMINDER NOTICE***

---

Customer Name: \_\_\_\_\_

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

Account #: \_\_\_\_\_

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of 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 (800) 280-4474 because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling (XXX) XXX-XXXX.

**The total amount owed to IGS Energy for this account as of MM/DD/YYYY is: \$XX.XX.**

**SAMPLE – IGS Energy does not bill Customers.****QUARTERLY BILLING PLAN**

---

Customer Name: \_\_\_\_\_

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

Account #: \_\_\_\_\_

Under this plan, IGS Energy 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 MM/DD/YYYY and ending on MM/DD/YYYY, did not exceed \$150.

Under this Plan, the Customer will receive the first bill on MM/DD/YYYY covering actual charges incurred during the 3-month period MM/DD/YYYY to MM/DD/YYYY, and you will receive quarterly bills thereafter on or before MM/DD/YYYY, MM/DD/YYYY, and MM/DD/YYYY 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 Budget Billing:**

**Return** one signed copy to IGS Energy by MM/DD/YYYY.





**ATTESTATION**

I, Matthew White, hereby attest that Interstate Gas Supply, Inc. dba IGS Energy will comply with the requirements of the New York State's Environmental Disclosure Program for ESCO's Electric Customers.

Respectively Submitted,

Interstate Gas Supply, Inc.

DocuSigned by:

*Matt White*

Matthew White

Chief Legal Officer



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

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

Date \_\_\_\_\_

Company Name \_\_\_\_\_

**President** \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Vice President / Director of Customer Service** \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Primary Regulatory Complaint Manager** \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

**Secondary Regulatory Complaint Manager** \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

E-mail Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

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

\_\_\_\_\_



**State**                                      **Entity**                                      **Number of Formal Complaints  
In the past 24 months**

Ohio	IGS Energy	2
Indiana	IGS Energy	0
Illinois	IGS Energy	0
Pennsylvania	IGS Energy	0
Kentucky	IGS Energy	0
Maryland	IGS Energy	0
Michigan	IGS Energy	0
New York	IGS Energy	0
Virginia	IGS Energy	0
California	IGS Energy	0
Texas	IGS Energy	0
Massachusetts	IGS Energy	0
Georgia	SCANA Energy Marketing	0
South Carolina	SCANA Energy Marketing	0
North Carolina	SCANA Energy Marketing	0
Tennessee	SCANA Energy Marketing	0
Alabama	SCANA Energy Marketing	0
Mississippi	SCANA Energy Marketing	0
Florida	SCANA Energy Marketing	0

# **DATA SECURITY AGREEMENT**

This Data Security Agreement (“Agreement”) effective January 6, 2020, is made and entered into this 3<sup>rd</sup> day of April, 2020 by and between Consolidated Edison Company of New York, Inc. and Orange and Rockland Utilities (“Utility”) and Accent Energy Midwest LLC, an Energy Service Entity (“ESE”) with offices at 6100 Emerald Pkwy, Dublin, OH 43016; and together with Utility the (“Parties” and each, individually, a “Party”).

## RECITALS

WHEREAS, ESE desires to have access to Confidential Customer Utility Information, or the New York State Public Commission (“Commission”) has ordered Utility to provide to ESE customer information; and

WHEREAS, ESE has obtained consent<sup>1</sup> from all customers from whom the ESE intends to obtain information from Utility; and

WHEREAS, ESE may utilize a third party to fulfill its Service obligations, including but not limited to, Electronic Data Interchange (“EDI”) communications with Utility, data collection or analysis, or billing; and

WHEREAS, ESE utilization of a third party provider does not relieve ESE of their transactional obligation; and

WHEREAS, Utility and ESE also desire to enter into this Agreement to establish, among other things, the full scope of ESE’s obligations of security and confidentiality with respect to the Confidential Customer Utility Information in a manner consistent with the orders, rules and regulations of the Commission and requirements of Utility, as well as the obligations of the Utility under this Agreement; and

NOW, THEREFORE, in consideration of the premises and of the covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

### 1. Definitions.

- a. “Confidential ESE Information” means information that ESE is: (A) required by the Uniform Business Practices (“UBP”), DERS UBP (“UBP DERS”) or Commission order or rule to receive from the end use customer and provide to Utility to enroll the customer or (B) any other information provided by ESE to Utility and marked confidential by the ESE, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such

<sup>1</sup> Customer consent is not obtained by the ESE when Green Button Connect (GBC) is utilized as the data sharing mechanism.



- source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.
- b. “Confidential Customer Utility Information” means information that Utility is: (A) required by the UBP at Section 4: Customer information (C)(2), (3) or UBP DERS at Section 2C: Customer Data (C)(2), to provide to ESE or (B) any other information provided to ESE by Utility and marked confidential by the Utility at the time of disclosure, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.
- c. “Confidential Information” means, collectively, Confidential Customer Utility Information or Confidential ESE Information.
- d. “Cybersecurity and Data Privacy Protections” refer to controls addressing the risk to IT systems and data. These cybersecurity requirements are applicable to ESE or its Third-Party Representative that electronically exchange Confidential Customer Utility Information, not including by email, with Utility. These controls also implement and address the risk of improper access, or misuse, of Confidential Customer Utility Information. The data privacy protections are required of any ESE that process Confidential Customer Utility Information
- e. “Data Protection Requirements” means, collectively, (A) all national, state, and local laws, regulations, or other government standards relating to the protection of information that identifies or can be used to identify an individual that apply with respect to ESE or its Representative’s Processing of Confidential Customer Utility Information; (B) industry best practices or frameworks to secure information, computer systems, network, and devices using a defense-in-depth approach, such as and including, but not limited to, NIST SP 800-53, ISO 27001 / 27002, COBIT, CIS Security Benchmarks, Top 20 Critical Controls as best industry practices and frameworks may evolve over time; and (C) the Commission rules, regulations, and guidelines relating

to data access, Cybersecurity and Data Privacy Protection, including the Commission-approved UBP and UBP DERS. Subject to the above, The ESE will determine and implement the necessary Cybersecurity and Data Privacy Protections to be in compliance with the Commission's Order Establishing Minimum Cybersecurity and Data Privacy Protections and Making Other Findings in Cases 18-M-0376, 15-M-0180 and 98-M-1343 at page49 issued and effective October 17, 2019.

- f. "Data Security Incident" means a situation when Utility or ESE reasonably believes that there has been: (A) the loss or misuse (by any means) of Confidential Information; (B) the unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of Confidential Information, or Private Information as defined by GBL § 899-aa, computer systems, network and devices used by a business; (C) any other act or omission that compromises the security, confidentiality, or integrity of Confidential Information, or (D) any material breach of any Data Protection Requirements in relation to the Processing of Confidential Information, including by any current or former Representatives.
- g. "DER Supplier" or "DERS" has the meaning set forth in the UBP DERS approved by the Commission and as it may be amended from time to time, which is "[a] supplier of one or more DERs that participates in a Commission authorized and/or utility or DSP-operated program or market. DERS may choose to provide DERs as standalone products or services, or may choose to bundle them with energy commodity. CDG Providers and On-Site Mass Market DG Providers are included within the definition of DERS. Entities which sell both DERs and energy commodity are both DERS and ESCOs."
- h. "Direct Customer" has the meaning set forth in the UBP approved by the Commission and as it may be amended from time to time, which is "An entity that purchases and schedules delivery of electricity or natural gas for its own consumption and not for resale. A customer with an aggregated minimum peak connected load of 1 MW to a designated zonal service point qualifies for direct purchase and scheduling of electricity provided the customer complies with NYISO requirements. A customer with annual usage of a minimum of 3,500 dekatherms of natural gas at a single service point qualifies for direct purchase and scheduling of natural gas."
- i. "ESCO" has the meaning set forth in the UBP approved by the Commission and as it may be amended from time to time, which is "An entity eligible to sell electricity and/or natural gas to end-use customers using the transmission or distribution system of a utility. ESCOs may perform other retail service functions."
- j. "ESE" means any entity (including, but not limited to, ESCOs, Direct Customers, DERS, and contractors of such entities with an electronic connection to the Utility other than by email) that provides energy or performs

an energy related service and is seeking access to Confidential Customer Utility Information.

- k. "Green Button Connect" or "GBC" provides a set of standards for allowing interoperable communications of energy usage and billing information between utilities and ESEs.
  - l. "PSC" or "Commission" shall have the meaning attributed to it in the Recitals.
  - m. "Processing" (including its cognate, "process") means any operation, action, error, omission, negligent act, or set of operations, actions, errors, omissions, or negligent acts that is performed using or upon Confidential Information or Utility Data, whether it be by physical, automatic or electronic means, including, without limitation, collection, recording, organization, storage, access, adaptation, alteration, retrieval, use, transfer, hosting, maintenance, handling, retrieval, consultation, use, disclosure, dissemination, exfiltration, taking, removing, copying, processing, making available, alignment, combination, blocking, deletion, erasure, or destruction.
  - n. "Third-Party Representatives" or "Representatives" means those agents acting on behalf of ESEs that are contractors or subcontractors and that store, transmit or process Confidential Customer Utility Information. For the avoidance of doubt, Third-Party Representatives do not include ESEs and their members, directors, officers or employees who need to know Confidential Customer Utility Information for the purposes of providing Services.
  - o. "Services" mean any assistance in the competitive markets provided by ESEs to end use customers or ESCOs, Direct Customers or DERS that also require interaction with a Utility, including but not limited to the electronic exchange of information with a Utility, and must be provided in accordance with Commission Orders, the UBP or UBP DERS, where applicable. Commission Orders, the UBP or the UBP DERS may not apply to Third Party Representatives that are not electronically interconnected with a utility other than by email.
  - p. "Utility Data" means data held by Utility, whether produced in the normal course of business or at the request of ESE.
2. **Scope of the Agreement.** This Agreement shall govern the Cybersecurity and Data Privacy Protections of ESEs that electronically receive or exchange customer information, other than email, from a direct connection with the Utility IT systems and the privacy protections that apply to Confidential Information disclosed to ESE or to which ESE is given access by Utility, including all archival or back-up copies of the Confidential Information held or maintained by ESE (or its Representatives) and Confidential ESE Information. No financial information, other than billing information, will be provided pursuant to this Agreement. If any information is inadvertently sent to ESE or Utility, ESE or Utility will immediately notify the Utility/ESE and destroy any such information in the appropriate manner.

- 3. ESE Compliance with all Applicable Commission Uniform Business Practices.** The Parties agree that the Commission's UBP and UBP DERS set forth rules governing the protection of Confidential Customer Utility Information and electronic exchange of information between the Parties, including but not limited to EDI.
- 4. Customer Consent.** The Parties agree that the UBP, UBP DERS, Federal, State and local laws, and the orders, rules and regulations of the Commission govern an ESE's obligation to obtain informed consent from all customers before ESE requests Confidential Customer Utility Information from Utility. The ESE agrees to comply with the UBP, UBP DERS (when applicable), Federal, State and local laws, the orders, rules and regulations of the Commission, and the Utility's tariffs regarding customer consent.
- 5. Provision of Information.** Utility agrees to provide to ESE or its Third-Party Representatives, certain Confidential Customer Utility Information, as requested, provided that: (A) if the utility has identified a potential Cybersecurity or Data Privacy Protection issue ESE (and its Third-Party Representatives with an electronic connection to the utility other than by email) are in compliance with the terms of this Agreement in all material respects; (B) if required by Utility due to the identification of a potential or actual Data Security Incident, ESE shall undergo an audit, at the ESE's expense<sup>3</sup>; (C) ESE (and its Third-Party Representatives with an electronic connection to the utility other than by email) shall have and maintain throughout the term, systems and processes in place and as detailed in the Self Assessment to protect utility IT systems, Data Privacy Protections and Confidential Customer Utility Information. Provided the foregoing prerequisites have been satisfied, ESE shall be permitted access to Confidential Customer Utility Information and/or Utility shall provide such Confidential Customer Utility Information to ESE. Nothing in this Agreement will be interpreted or construed as granting either Party any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right or any right to assert any lien over or right to withhold from the other Party any Data and/or Confidential Information of the other Party. Utility will comply with the security requirements set forth in its Assessment.
- 6. Confidentiality.** ESE shall: (A) hold all Confidential Customer Utility Information in strict confidence pursuant to the UBP or UBP DERS and Commission's orders and rules; except as otherwise expressly permitted by Section 7 herein; (B) not disclose Confidential Customer Utility Information to any Third-Party Representatives, or affiliates, except as set forth in Section 7(a) of this Agreement; (C) not Process Confidential Customer Utility Information other than for the Services defined in the Recitals as authorized by this Agreement; (D) limit

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<sup>3</sup> An audit related to a Data Security Incident is used to verify that the necessary Cybersecurity and Data Privacy Protections are in place for the utility to provide certain Confidential Customer Utility Information to the ESE or its Third-Party Representatives with an electronic connection to the utility, other than by email. The same audit requirements will apply as in Section 9. However, the ESE will be responsible for the cost of the audit in order to be re-authorized to receive data from the utility.

reproduction of Confidential Customer Utility Information; (E) store Confidential Customer Utility Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential Customer Utility Information under the provisions hereof; and (F) otherwise use at least the same degree of care to avoid publication or dissemination of the Confidential Customer Utility Information as ESE employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care. At all times, Utility shall have the right for cause to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential Customer Utility Information are being observed and ESE shall be obligated to promptly provide Utility with the requested assurances. An ESE may provide Confidential Customer Utility Information to a Third-Party representative without a direct electronic connection with the Utility, to assist the ESE in providing permitted Services, but an ESE utilizing such Third party Representative shall be solely responsible and fully liable for the actions of the Third Party Representative.

Utility shall: (A) hold all Confidential ESE Information in strict confidence; except as otherwise expressly permitted by Section 7 herein; (B) not disclose Confidential ESE Information to any other person or entity except as set forth in Section 7(a) of this Agreement; (C) not Process Confidential ESE Information other than for the Services defined in the Recitals as authorized by this Agreement; (D) limit reproduction of Confidential ESE Information; (E) store Confidential ESE Information in a secure fashion at a secure location that is not accessible to any person or entity not authorized to receive the Confidential ESE Information under the provisions hereof; (F) otherwise use at least the same degree of care to avoid publication or dissemination of the Confidential ESE Information as Utility employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care; and (G) to the extent required by ESE, each Third Party Representative with a need to know the Confidential ESE Information shall sign the Third-Party Representative Agreement set forth as Exhibit B to this Agreement. At all times, ESE shall have the right for cause to request reasonable further assurances that the foregoing restrictions and protections concerning Confidential ESE Information are being observed and Utility shall be obligated to promptly provide ESE with the requested assurances.

This Section 6 supersedes prior data security agreements between the Parties pertaining to Confidential Information.

**7. Exceptions Allowing ESE to Disclose Confidential Customer Utility Information.**

- a. **Disclosure to Representatives.** Notwithstanding the provisions of Section 6 herein, the Parties may disclose Confidential Information to their Third-Party Representatives who have a legitimate need to know or use such Confidential Customer Utility Information for the purposes of providing Services in accordance with the UBP, UBP DERS and Commission orders and rules,



provided that each such Third-Party Representative first is advised by the disclosing Party of the sensitive and confidential nature of such Confidential Customer Utility Information. Notwithstanding the foregoing, the ESE shall be liable for any act or omission of its Third-Party Representative, including without limitation, those acts or omissions that would constitute a breach of this Agreement.

- b. **Disclosure if Legally Compelled.** Notwithstanding anything herein, in the event that a Party or any of its Third-Party Representatives receives notice that it has, will, or may become compelled, pursuant to applicable law or regulation or legal process to disclose any Confidential Information (whether by receipt of oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands, other similar processes, or otherwise), that Party shall, except to the extent prohibited by law, within one (1) business day, notify the other Party, orally and in writing, of the pending or threatened compulsion. To the extent lawfully allowable, the Parties shall have the right to consult and the Parties will cooperate, in advance of any disclosure, to undertake any lawfully permissible steps to reduce and/or minimize the extent of Confidential Information that must be disclosed. The Parties shall also have the right to seek an appropriate protective order or other remedy reducing and/or minimizing the extent of Confidential Information that must be disclosed. In any event, the Party and its Third-Party Representatives shall disclose only such Confidential Information which they are advised by legal counsel that they are legally required to disclose in order to comply with such applicable law or regulation or legal process (as such may be affected by any protective order or other remedy obtained by the Party) and the Party and its Third-Party Representatives shall use all reasonable efforts to ensure that all Confidential Information that is so disclosed will be accorded confidential treatment.
8. **Return/Destruction of Information.** Within thirty (30) days after Utility's written demand, ESE shall (and shall cause its Third-Party Representatives to) cease to access and Process Confidential Customer Utility Information and shall at the Utility's option: (A) return such Confidential Customer Utility Information to Utility in such manner, format, and timeframe as reasonably requested by Utility or, if not so directed by Utility, (B) shred, permanently erase and delete, degauss or otherwise modify so as to make unreadable, unreconstructible and indecipherable ("Destroy") all copies of all Confidential Customer Utility Information (including any and all extracts, compilations, studies, or other documents based upon, derived from, or containing Confidential Customer Utility Information) that has come into ESE's or its Third-Party Representatives' possession, including Destroying Confidential Customer Utility Information from all systems, records, archives, and backups of ESE and its Third-Party Representatives, and all subsequent access, use, and Processing of the Confidential Customer Utility Information by ESE and its Third-Party Representatives shall cease, provided any items required to be maintained by governmental administrative rule or law or necessary for legitimate business or legal needs will not be destroyed until permitted and will remain subject

to confidentiality during the retention period. A Utility making a written demand of an ESE for the return or destruction of Confidential Customer Utility Information will specify the reason for the demand. ESE agrees that upon a customer revocation of consent, ESE warrants that it will no longer access through Utility Confidential Customer Utility Information and that it will Destroy any Confidential Customer Utility Information in its or its Third-Party Representative's possession. Notwithstanding the foregoing, ESE and its Third-Party Representatives shall not be obligated to erase Confidential Customer Utility Information contained in an archived computer system backup maintained in accordance with their respective security or disaster recovery procedures, provided that ESE and its Third-Party Representatives shall: (1) not have experienced an actual Data Security Incident; (2) maintain Cybersecurity and Data Privacy Protections to limit access to or recovery of Confidential Customer Utility Information from such computer backup system and; (3) keep all such Confidential Customer Utility Information confidential in accordance with this Agreement. ESE shall, upon request, certify to Utility that the destruction by ESE and its Third-Party Representatives required by this Section has occurred by (A) having a duly authorized officer of ESE complete, execute, and deliver to Utility a certification and (B) obtaining substantially similar certifications from its Third-Party Representatives and maintaining them on file. Compliance with this Section 8 shall not relieve ESE from compliance with the other provisions of this Agreement. The written demand to Destroy or return Confidential Customer Utility Information pursuant to this Section may occur if the ESE has been decertified pursuant to the UBP or UBP DERS, the Utility has been notified of a potential or actual Data Security Incident and Utility has a reasonable belief of potential ongoing harm or the Confidential Customer Utility Information has been held for a period in excess of its retention period. The obligations under this Section shall survive any expiration or termination of this Agreement. Subject to applicable federal, state and local laws, rules, regulations and orders, at ESE's written demand and termination of electronic exchange of data with Utility, Utility will Destroy or return, at ESE's option, Confidential ESE Information.

9. **Audit.** Upon thirty (30) days notice to ESE, ESE shall permit an auditor selected by the Utility through a competitive solicitation and agreed ("CSA") to by the ESE to audit and inspect, at Utility's sole expense (except as otherwise provided in this Agreement), and provided that the audit may occur no more often than once per twelve (12) month period (unless otherwise required by Utility's regulators). The audit may include (A) the facilities of ESE and ESE's Third-Party Representatives where Confidential Customer Utility Information is Processed by or on behalf of ESE; (B) any computerized or paper systems used to Process Confidential Customer Utility Information; and (C) ESE's security practices and procedures, facilities, resources, plans, procedures, and books and records relating to the privacy and security of Confidential Customer Utility Information. Such audit rights shall be limited to verifying ESE's compliance with this Agreement, including all applicable Data Protection Requirements. If the ESE provides a SOC II report or its equivalent to the Utility, or commits to complete an independent third-party audit of ESE's compliance with this Agreement acceptable to the Utility at ESE's sole expense, within one hundred eighty (180) days, no audit by an auditor selected by

the Utility through a CSA and conducted at Utility's sole expense is necessary absent a Data Security Incident. Any audit must be subject to confidentiality and non-disclosure requirements set forth in Section 6 of this Agreement. The auditor will audit the ESE's compliance with the required Cybersecurity and Data Privacy Protections and provide those results to the utility and ESE. The audit report sent to the utility shall not include any ESE confidential information, it will simply provide an assessment as to the ESE's compliance with the terms of this agreement. In the event of a "failed" audit dispute, the dispute resolution processes outlined in the UBP can be utilized or a complaint can be brought to the Department of Public Service's Office of Consumer Services Staff. Utility shall provide ESE with a report of the findings as a result of any audit carried out by an auditor selected by a CSA. ESE shall, within thirty (30) days, or within a reasonable time period agreed upon in writing between the ESE and Utility, correct any deficiencies identified in the audit, and provide the SOC II audit report or its equivalent or the report produced by the independent auditor at ESE expense to the Utility and provide a report regarding the timing and correction of identified deficiencies to the Utility.

- 10. Investigation.** Upon notice to ESE, ESE shall assist and support Utility in the event of an investigation by any regulator or similar authority, if and to the extent that such investigation relates to Confidential Customer Utility Information Processed by ESE on behalf of Utility. Such assistance shall be at Utility's sole expense, except where such investigation was required due to the acts or omissions of ESE or its Representatives, in which case such assistance shall be at ESE's sole expense.
- 11. Data Security Incidents.** ESE is responsible for any and all Data Security Incidents involving Confidential Customer Utility Information that is Processed by, or on behalf of, ESE. ESE shall notify Utility in writing immediately (and in any event within forty-eight (48) hours) whenever ESE reasonably believes that there has been a Data Security Incident. After providing such notice, ESE will investigate the Data Security Incident, and immediately take all necessary steps to eliminate or contain any exposure of Confidential Customer Utility Information and keep Utility advised of the status of such Data Security Incident and all matters related thereto. ESE further agrees to provide, at ESE's sole cost: (1) reasonable assistance and cooperation requested by Utility and/or Utility's designated representatives, in the furtherance of any correction, remediation, or investigation of any such Data Security Incident; (2) and/or the mitigation of any damage, including any notification required by law or that Utility may determine appropriate to send to individuals impacted or potentially impacted by the Data Security Incident; and (3) and/or the provision of any credit reporting service required by law or that Utility deems appropriate to provide to such individuals. In addition, within thirty (30) days of confirmation of a Data Security Incident, ESE shall develop and execute a plan, subject to Utility's approval, which approval will not be unreasonably withheld, that reduces the likelihood of a recurrence of such Data Security Incident. ESE agrees that Utility may at its discretion and without penalty immediately suspend performance hereunder and/or terminate the Agreement if a Data Security Incident occurs and it has a reasonable belief of potential ongoing



harm. Any suspension made by Utility pursuant to this paragraph 11 will be temporary, lasting until the Data Security Incident has ended, the ESE security has been restored to the reasonable satisfaction of the Utility so that Utility IT systems and Confidential Customer Utility Information are safe and the ESE is capable of maintaining adequate security once electronic communication resumes. Actions made pursuant to this paragraph, including a suspension will be made, or subject to dispute resolution and appeal as applicable, pursuant to the UBP or UBP DERS processes as approved by the Commission.

**12. No Intellectual Property Rights Granted.** Nothing in this Agreement shall be construed as granting or conferring any rights, by license, or otherwise, expressly, implicitly, or otherwise, under any patents, copyrights, trade secrets, or other intellectual property rights of Utility, and ESE shall acquire no ownership interest in the Confidential Customer Utility Information. No rights or obligations other than those expressly stated herein shall be implied from this Agreement.

**13. Additional Obligations.**

- a. ESE shall not create or maintain data which are derivative of Confidential Customer Utility Information except for the purpose of performing its obligations under this Agreement, as authorized by the UBP or UBP DERS, or as expressly authorized by the customer, unless that use violates Federal, State, and local laws, tariffs, rules, and regulations. For purposes of this Agreement, the following shall not be considered Confidential Customer Utility Information or a derivative thereof: (i) any customer contracts, customer invoices, or any other documents created by ESE that reference estimated or actual measured customer usage information, which ESE needs to maintain for any tax, financial reporting or other legitimate business purposes consistent with the UBP or UBP DERS; and (ii) Data collected by ESE from customers through its website or other interactions based on those customers' interest in receiving information from or otherwise engaging with ESE or its partners.
- b. ESE shall comply with all applicable privacy and security laws to which it is subject, including without limitation all applicable Data Protection Requirements and not, by act or omission, place Utility in violation of any privacy or security law known by ESE to be applicable to Utility.
- c. ESE shall have in place appropriate and reasonable processes and systems, including an Information Security Program, defined as having completed an accepted Attestation as reasonably determined by the Utility in its discretion, to protect the security of Confidential Customer Utility Information and protect against a Data Security Incident, including, without limitation, a breach resulting from or arising out of ESE's internal use, processing, or other transmission of Confidential Customer Utility Information, whether between or among ESE's Third-Party Representatives, subsidiaries and affiliates or any other person or entity acting on behalf of ESE, including without limitation Third-Party Representatives. The Utility's determination is subject to the dispute resolution process under the UBP or UBP DERS.

- d. ESE and Utility shall safely secure or encrypt during storage and encrypt during transmission all Confidential Information, except that no encryption in transit is required for email communications.
  - e. ESE shall establish policies and procedures to provide reasonable and prompt assistance to Utility in responding to any and all requests, complaints, or other communications received from any individual who is or may be the subject of a Data Security Incident involving Confidential Customer Utility Information Processed by ESE to the extent such request, complaint or other communication relates to ESE's Processing of such individual's Confidential Customer Utility Information.
  - f. ESE shall establish policies and procedures to provide all reasonable and prompt assistance to Utility in responding to any and all requests, complaints, or other communications received from any individual, government, government agency, regulatory authority, or other entity that is or may have an interest in the Confidential Customer Utility Information, data theft, or other unauthorized release of Confidential Customer Utility Information, disclosure of Confidential Customer Utility Information, or misuse of Confidential Customer Utility Information to the extent such request, complaint or other communication relates to ESE's accessing or Processing of such Confidential Customer Utility Information.
  - g. ESE will not process Confidential Customer Utility Information outside of the United States or Canada absent a written agreement with Utility. For the avoidance of doubt, Confidential Customer Utility Information stored in the United States or Canada, or other countries as agreed upon in writing will be maintained in a secure fashion at a secure location pursuant to the terms and conditions of this Agreement.
- 14. Specific Performance.** The Parties acknowledge that disclosure or misuse of Confidential Customer Utility Information in violation of this Agreement may result in irreparable harm to Utility, the amount of which may be difficult to ascertain and which may not be adequately compensated by monetary damages, and that therefore Utility shall be entitled to specific performance and/or injunctive relief to enforce compliance with the provisions of this Agreement. Utility's right to such relief shall be in addition to and not to the exclusion of any remedies otherwise available under this Agreement, at law or in equity, including monetary damages, the right to terminate this Agreement for breach and the right to suspend in accordance with the UBP, UBP DERS and the Commission's rules and orders the provision or Processing of Confidential Customer Utility Information hereunder. ESE agrees to waive any requirement for the securing or posting of any bond or other security in connection with Utility obtaining any such injunctive or other equitable relief.
- 15. Indemnification.** To the fullest extent permitted by law, ESE shall indemnify and hold Utility, its affiliates, and their respective officers, directors, trustees, shareholders, employees, and agents, harmless from and against any and all loss,

cost, damage, or expense of every kind and nature (including, without limitation, penalties imposed by the Commission or other regulatory authority or under any Data Protection Requirements, court costs, expenses, and reasonable attorneys' fees) arising out of, relating to, or resulting from, in whole or in part, the breach or non-compliance with this Agreement by ESE or any of its Third-Party Representatives except to the extent that the loss, cost, damage or expense is caused by the negligence, gross negligence or willful misconduct of Utility.

- 16. Notices.** With the exception of notices or correspondence relating to potential or pending disclosure under legal compulsion, all notices and other correspondence hereunder shall be sent by first class mail, by personal delivery, or by a nationally recognized courier service. Notices or correspondences relating to potential or pending disclosure under legal compulsion shall be sent by means of Express Mail through the U.S. Postal Service or other nationally recognized courier service which provides for scheduled delivery no later than the business day following the transmittal of the notice or correspondence and which provides for confirmation of delivery. All notices and correspondence shall be in writing and addressed as follows:

If to ESE, to:

ESE Name: Accent Energy Midwest LLC dba IGS Energy  
Name of Contact: Matthew S. White, EVP and General Counsel  
Address: 6100 Emerald Pkwy, Dublin, OH 43016  
Phone: 614-659-5000  
Email: Matt.White@igs.com

If to Utility, to:

Utility Name: **Consolidated Edison Company of New York**  
Name of Contact: Salvatore Flagiello  
Address: 4 Irving Place, 9th FL, New York, NY 10003  
Phone: (212)780-6317  
Email: FlagielloS@conEd.com

A Party may change the address or addressee for notices and other correspondence to it hereunder by notifying the other Party by written notice given pursuant hereto.

- 17. Term and Termination.** This Agreement shall be effective as of the date first set forth above and shall remain in effect until terminated in accordance with the provisions of the service agreement, if any, between the Parties or the UBP or UBP DERS and upon not less than thirty (30) days' prior written notice specifying the effective date of termination, provided, however, that any expiration or termination shall not affect the respective obligations or rights of the Parties arising under this Agreement prior to the effective date of termination. Utility may terminate this Agreement if the ESE is decertified under Commission Orders, the UBP or DER UBP, where applicable, has not served customers for two (2) years, or has not had

electronic communication, other than by email, with Utility for one (1) year. Further, Utility may terminate this Agreement immediately upon notice to ESE in the event of a material breach hereof by ESE or its Third-Party Representatives. For the purpose of clarity, a breach of Sections 3-4, 6-11, 12, 13, 15, and 23 shall be a material breach hereof. The Breaching Party will provide the non-breaching Party with a written description and notice of material breach. Upon the expiration or termination hereof, neither ESE nor its Third-Party Representatives shall have any further right to Process Confidential Customer Utility Information or Customer Information, unless the customer has given written or electronic consent to do so, and shall immediately comply with its obligations under Section 8 and the Utility shall not have the right to process Confidential ESE Information and shall immediately comply with its obligations under Section 8.

- 18. Consent to Jurisdiction; Selection of Forum.** ESE irrevocably submits to the jurisdiction of the Commission and courts located within the State of New York with regard to any dispute or controversy arising out of or relating to this Agreement. ESE agrees that service of process on it in relation to such jurisdiction may be made by certified or registered mail addressed to ESE at the address for ESE pursuant to Section 11 hereof and that such service shall be deemed sufficient even under circumstances where, apart from this Section, there would be no jurisdictional basis for such service. ESE agrees that service of process on it may also be made in any manner permitted by law. ESE consents to the selection of the New York State and United States courts within New York County, New York as the exclusive forums for any legal or equitable action or proceeding arising out of or relating to this Agreement. If the event involves all of the Utilities jurisdiction will be in Albany County, New York.
- 19. Governing Law.** This Agreement shall be interpreted, and the rights and obligations of the Parties determined in accordance with the laws of the State of New York, without recourse to such state's choice of law rules.
- 20. Survival.** The obligations of ESE under this Agreement shall continue for so long as ESE and/or ESE's Third-Party Representatives continue to have access to, are in possession of or acquire Confidential Customer Utility Information even if all Agreements between ESE and Utility have expired or been terminated.
- 21. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Copies of this Agreement and copies of signatures on this Agreement, including any such copies delivered electronically as a .pdf file, shall be treated for all purposes as originals.
- 22. Amendments; Waivers.** Except as directed by the Commission, this Agreement may not be amended or modified except if set forth in writing signed by the Party against whom enforcement is sought to be effective. No forbearance by any Party to require performance of any provisions of this Agreement shall constitute or be deemed a waiver of such provision or the right thereafter to enforce it. Any waiver shall be effective only if in writing and signed by an authorized representative of

the Party making such waiver and only with respect to the particular event to which it specifically refers.

23. **Assignment.** This Agreement (and the Utility's or ESE's obligations hereunder) may not be assigned by Utility, ESE or Third-Party Representatives without the prior written consent of the non-assigning Party, and any purported assignment without such consent shall be void. Consent will not be unreasonably withheld.
24. **Severability.** Any provision of this Agreement which is determined by any court or regulatory body having jurisdiction over this Agreement to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
25. **Entire Agreement.** This Agreement (including any Exhibits hereto) constitutes the entire Agreement between the Parties with respect to the subject matter hereof and any prior or contemporaneous oral or written Agreements or understandings with respect to such subject matter are merged herein. This Agreement may not be amended without the written Agreement of the Parties.
26. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of, and shall be binding solely upon, the Parties and their respective agents, successors, and permitted assigns. This Agreement is not intended to benefit and shall not be for the benefit of any party other than the Parties and the indemnified parties named herein, and no other party shall have any right, claim, or action as a result of this Agreement.
27. **Force Majeure.** No Party shall be liable for any failure to perform its obligations in connection with this Agreement, where such failure results from any act of God or governmental action or order or other cause beyond such Party's reasonable control (including, without limitation, any mechanical, electronic, or communications failure) which prevents such Party from performing under this Agreement and which such Party is unable to prevent or overcome after the exercise of reasonable diligence. For the avoidance of doubt a Data Security Incident is not a force majeure event.
28. **Relationship of the Parties.** Utility and ESE expressly agree they are acting as independent contractors and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. Except as expressly authorized herein, this Agreement shall not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other.
29. **Construction.** This Agreement shall be construed as to its fair meaning and not strictly for or against any party.
30. **Binding Effect.** No portion of this Agreement is binding upon a Party until it is executed on behalf of that Party in the space provided below and delivered to the other Party. The Utility shall execute and deliver a signed original copy of this

Agreement to the ESE within five (5) business days of receiving an executed Agreement with a complete SA, if the ESE has an electronic interconnection with the utility other than by email, from the ESE. Prior to such execution and delivery by the Parties, neither the submission, exchange, return, discussion, nor the negotiation of this document, whether or not this document is then designated as a “draft” document, shall have any binding effect on a Party.

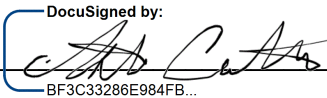
*[signature page follows]*

**IN WITNESS WHEREOF**, the Parties have executed and delivered this Agreement as of the date first above written.

**UTILITY**

**ESE**

By: Matthew Sexton

By: 

Name: Matthew Sexton

Name: Alex Crabtree

Title: General Manager/ Specialized Activities

Title: Vice President, IT

Date: 12/19/2019

Date: April 3, 2020



**EXHIBIT A****SELF-ATTESTATION  
OF Cybersecurity Protections**

Each Utility, for itself only, represents that for all information received from ESE, in response or pursuant to this Self-Attestation, that is marked CONFIDENTIAL by ESE (Confidential Self-Attestation Information) Utility shall: (A) hold such Confidential Self-Attestation Information in strict confidence; (B) not disclose such Confidential Self-Attestation Information to any other person or entity; (C) not Process such Confidential Self-Attestation Information outside of the United States or Canada; (D) not Process such Confidential Self-Attestation Information for any purpose other than to assess the adequate security of ESE pursuant to this Self-Attestation and to work with ESE to permit it to achieve adequate security if it has not already done so; (E) limit reproduction of such Confidential Self-Attestation Information; (F) store such Confidential Self-Attestation Information in a secure fashion at a secure location in the United States or Canada that is not accessible to any person or entity not authorized to receive such Confidential Self-Attestation Information under the provisions hereof; (G) otherwise use at least the same degree of care to avoid publication or dissemination of such Confidential Self-Attestation Information as Utility employs (or would employ) with respect to its own confidential information that it does not (or would not) desire to have published or disseminated, but in no event less than reasonable care.

The Cybersecurity protections listed below are required before ESEs will be allowed access to Utility IT systems or electronically exchange Confidential Customer Utility Information with Utility.

This SELF-ATTESTATION OF INFORMATION SECURITY CONTROLS ("Attestation"), is made as of this <sup>3rd</sup> day of <sup>April</sup>, 20<sup>20</sup> by Accent Energy Midwest, LLC, an ESE to Consolidated Edison Company of New York, Inc., Orange and Rockland Utilities, Inc., Central Hudson Gas & Electric Corporation, National Fuel Gas Distribution Corporation, The Brooklyn Union Gas Company d/b/a National Grid NY, KeySpan Gas East Corporation d/b/a National Grid, and Niagara Mohawk Power Corporation d/b/a National Grid, New York State Electric & Gas Corporation and Rochester Gas and Electric Corporation (together, the New York State Joint Utilities or "JU").



**EXHIBIT A**

WHEREAS, ESE desires to obtain or retain access to Utility IT systems and electronically exchange Confidential Customer Utility Information<sup>4</sup> (as defined in this Data Security Agreement) with Utility, ESE must THEREFORE self-attest to ESE's compliance with the Cybersecurity Protections ("Requirements") as listed herein. ESE acknowledges that non-compliance with any of the Requirements may result in the termination of utility data access as per the discretion of any of the JU, individually as a Utility or collectively, in whole or part, for its or their system(s). Any termination process will proceed pursuant to the Uniform Business Practices or Distributed Energy Resources Uniform Business Practices.

- X An Information Security Policy is implemented across the ESE's corporation which includes officer level approval.
- X An Incident Response Procedure is implemented that includes notification within 48 hours of knowledge of a potential incident alerting utility when Confidential Customer Utility Information is potentially exposed, or of any other potential security breach.
- X Role-based access controls are used to restrict system access to authorized users and limited on a need-to-know basis.
- X Multi-factor authentication is used for all remote administrative access, including, but not limited to, access to production environments.
- X All production systems are properly maintained and updated to include security patches on a periodic basis. Where a critical alert is raised, time is of the essence, and patches will be applied as soon as practicable.
- X Antivirus software is installed on all servers and workstations and is maintained with up-to-date signatures.
- X All Confidential Customer Utility Information is encrypted in transit utilizing industry best practice encryption methods, except that Confidential Information does not need to be encrypted during email communications.

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<sup>4</sup> "Confidential Customer Utility Information" means information that Utility is: (A) required by the UBP at Section 4: Customer information (C)(2), (3) or UBP DERS at Section 2C: Customer Data (C)(2), to provide to ESE or (B) any other information provided to ESE by Utility and marked confidential by the Utility at the time of disclosure, but excludes (i) information which is or becomes generally available to the public other than as a result of a disclosure by Receiving Party or its Representatives; (ii) information which was already known to Receiving Party on a non-confidential basis prior to being furnished to Receiving Party by Disclosing Party; (iii) information which becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party or a representative of Disclosing Party if such source was not subject to any prohibition against transmitting the information to Receiving Party and was not bound by a confidentiality agreement with Disclosing Party; (iv) information which was independently developed by the Receiving Party or its Representatives without reference to, or consideration of, the Confidential Information; or (v) information provided by the customer with customer consent where the customer expressly agrees that the information is public.


**EXHIBIT A**

- X   All Confidential Customer Utility Information is secured or encrypted at rest utilizing industry best practice encryption methods, or is otherwise physically secured.
- X   It is prohibited to store Confidential Customer Utility Information on any mobile forms of storage media, including, but not limited to, laptop PCs, mobile phones, portable backup storage media, and external hard drives, unless the storage media or data is encrypted.
- X   All Confidential Customer Utility Information is stored in the United States or Canada only, including, but not limited to, cloud storage environments and data management services.
- X   ESE monitors and alerts their network for anomalous cyber activity on a 24/7 basis.
- X   Security awareness training is provided to all personnel with access to Confidential Customer Utility Information.
- X   Employee background screening occurs prior to the granting of access to Confidential Customer Utility Information.
- X   Replication of Confidential Customer Utility Information to non-company assets, systems, or locations is prohibited.
- X   Access to Confidential Customer Utility Information is revoked when no longer required, or if employees separate from the ESE or Third Party Representative.

Additionally, the attestation of the following item is requested, but is NOT part of the Requirements:

       ESE maintains an up-to-date SOC II Type 2 Audit Report, or other security controls audit report.

IN WITNESS WHEREOF, ESE has delivered accurate information for this Attestation as of the date first above written.

Signature:  DocuSigned by:  
BF3C33286E984FB...

Name:       Alex Crabtree      

Title:       Vice President, IT      

Date:       April 3, 2020



### OFFICER CERTIFICATION

I, Matthew White, as Chief Legal Officer for Interstate Gas Supply, Inc. certifies that Interstate Gas Supply, Inc. dba IGS Energy is willing and able to comply with all applicable laws and regulations to serve as an ESCO in the state of New York.

Respectively Submitted,

Interstate Gas Supply, Inc.

DocuSigned by:

*Matt White*

Matthew White

Chief Legal Officer