



January 27, 2025

Via Electronic Filing

Hon. Michelle L. Phillips
Secretary to the Commission
NYS Public Service Commission
Three Empire State Plaza
Albany, New York 12223

**RE: Matter No. Case 14-02554 – ESCO Annual Compliance Filing for NextEra
Energy Services New York, LLC**

Dear Ms. Phillips,

NextEra Energy Services New York, LLC (“NextEra Energy Services”) submits the information contained in the current Retail Access Application is current and valid.

NextEra Energy Services New York, LLC certifies that it is willing and able to comply with all applicable laws and regulations.

NextEra Energy Services does use energy brokers and/or consultants. Attached are the customer disclosure statements from both the gas and electricity contracts. The electricity contract also had one minor change, language has been added above the signature line and is highlighted.

Should you have any questions or need any further information, please do not hesitate to contact me by phone at (614) 401-7612 or via email at regulatory@nexteraenergyservices.com.

Sincerely,

A handwritten signature in blue ink that reads "Helen Sweeney".

Helen Sweeney
Principal Compliance Analyst
NextEra Energy

GAS CONTRACT

A. Customer Disclosure Statement

Price	The price for your product may be a Fixed Price, Index Price or Variable Price.
Fixed, Nymex, Index or Variable and, if Variable, how the price is determined	All pricing includes the wholesale cost of natural gas, transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges, or other assessments along with NextEra Energy's costs, expenses, and margins. In the event the billing point is the city gate, billed usage will be grossed up by the applicable utility-published loss factor. Fixed Price: Means an agreed upon rate for the duration of the contract term. NYMEX Price – an adder consisting of an agreed upon rate for the duration of the contract term will be added to the monthly NYMEX Last Day Settlement. Index Price: an adder consisting of an agreed upon rate for the duration of the contract term will be added to the agreed upon daily or monthly gas market price index. Variable Price: a variable price set each month by the Seller that reflects that month's prevailing market conditions. *NextEra Energy retains the right to modify a price due to a Material Change in Usage, as described in the Terms & Conditions sections 5 and 6 respectively.
Length of the agreement and end date	The Initial Term of this Agreement will begin on the date that Customer's Account is successfully enrolled with the LDC and end on [[Bid.ContractEndDate {MMMM d, yyyy}]].
Amount of Early Termination Fee and method of calculation	Customer may be charged an Early Termination Fee if (1) Customer terminates the Agreement before the expiration of the Initial Term or any Renewal Term; or (2) Seller terminates the Agreement due to Customer Default Event. The Early Termination Fee will be the product of the (i) positive difference between the price set forth in this Agreement and the market price at the date of termination, as calculated by Seller; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the volumes set forth in Appendix A to this Agreement (the "Monthly Contract Quantity"). No Early Termination Fee shall apply to Variable Price products.
Amount of Late payment fee and method of calculation	Customer agrees to pay each invoice from Seller in full within 21 days of the invoice date ("Payment Terms") or be subject to a late payment charge of one and a half percent (1.5%) per month on any and all outstanding balances.
Provisions for Renewal of Agreement	Upon expiry of the Initial Term, unless otherwise agreed to by the Parties in writing, this Agreement will automatically renew on a month-to-month basis (each such month, a "Renewal Term") at the Holdover Price terms and conditions and may be cancelled at any time by either party.
Conditions under which savings to the customer are guaranteed	Seller makes no guarantees as to any savings.

Energy Broker/Energy Consultant Compensation Disclosure	As compensation for the broker's or consultant's services in connection with this Agreement, Company will pay a \$[Bid.Cost[Broker Fee] per dekatherm fee to Customer's energy broker or energy consultant, [[Brokerage.Name]]. Such fee will be calculated on each dekatherm of gas Customer purchases under this Agreement.



**BUSINESS ELECTRICITY AUTHORIZATION
NEW YORK COMMERCIAL SALES
License: NEXT**

Customer Information:

Customer Name ("Customer"):

DUNS #:

Federal Tax ID #:

Tax Exemption: If Customer is a non-renewing customer, a completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Company will assume that sales to Customer are subject to Taxes and will bill Customer accordingly.

Customer's Contact Information:

Energy Management and Additional Transactions under this Agreement	Billing and Payables	Notices and Contract Documents
Name: Title: Address: , Email: Phone: Mobile:	Name: Title: Address: , Email: Phone: Mobile:	Name: Title: Address: , Email: Phone: Mobile:

Key Contract Terms:

Start Month/Year: /

Initial Term: Months

See attached Addendum A for Account information

See attached Addendum B for Energy Price or Retail Adder

Pay Terms for Company Bills: Net 16 Days

NextEra Energy Services' Contact Information:

Commercial Sales and Additional Transactions under this Agreement	Commercial Sales Support (Billing and Change Management)	Notices and Contract Documents
NextEra Energy Services Attn: 601 Travis Street – Suite 1400 Houston, TX 77002 Email: Direct: Cell: <i>With copy to:</i> Email: contracts@nexteraenergyservices.com	NextEra Energy Services Attn: Commercial Sales Support 601 Travis Street – Suite 1400 Houston, TX 77002 Email: channelsupport@nexteraenergyservices.com Telephone: (877) 528-2890 Fax: (866) 620-4392 Office Hours: 8:00 a.m. to 5:00 p.m., Central Standard Time Website: https://www.nexteraenergyservices.com/	NextEra Energy Services Attn: Contract Administration 601 Travis Street – Suite 1400 Houston, TX 77002 Email: contracts@nexteraenergyservices.com Fax: (866) 620-4392

CUSTOMER DISCLOSURE STATEMENT

Please refer to "Agreement, Authorization and Acknowledgement" section below, and the "Agreement" referenced in that section for definitions to certain of the capitalized terms used in this Customer Disclosure Statement.

Price	Customer, please confirm price terms and conditions by initialing here (required): During the Initial Term: Energy Price: \$ per kWh The Energy Price is subject to any adjustments set forth in the Agreement. Such Energy Price includes the estimated charges for any electricity components indicated in Table 1 of Addendum B as "Included". Such estimated charges may be subject to increase or decrease according to the "Adjustments" section following Table 1 in Addendum B. See, in Addendum B, Table 1 and the Adjustments section for further information. The Energy Price excludes Taxes and any other electricity components indicated in Addendum B, Table 1 as "Excluded". All charges for components are subject to the increase under the Change in Law provisions of the Agreement. Such provisions also cover any new charges imposed on Company's costs to provide retail electric supply to the Account(s). Customer shall pay Company the Company Electricity Charge which, in addition to the electricity charge, includes any Monthly Base Charge, Pass-Through Charges and Taxes. Pass-Through Charges include any charges for electricity components excluded from the Price, adjusted charges for estimated electricity components referred to in the previous paragraph, and charges arising from one or more MC Events, FRO Events and/or Change in Law events. Further, Pass-Through Charges include charges to be paid by Customer to reimburse Company for gross receipts taxes and New York City utility excise taxes, if any. Depending on the bill format, any Pass-Through Charges and/or Taxes may appear on Customer's bill as a line item or as an increase to the unit price on the bill, at the Company's discretion.
Fixed or Variable and, if variable, how the price is determined.	The Energy Price is comprised of the charge for base electricity, the estimated charges to Customer for any electricity components included, and margin. During the Initial Term, the charge for base electricity is fixed unless amended by the Parties. Certain estimated charges for electricity components may be indicated in Table 1 of Addendum B as "Included" in such Energy Price. Some of these estimated charges may be variable. They are subject to increase or decrease according to the "Adjustments" section following Table 1 of Addendum B. See Addendum B; specifically, Table 1 and the Adjustments section for further information. All charges are subject to the increase under the Change in Law provisions of the Agreement. Such provisions also cover any new charges imposed on Company's costs to provide retail electric supply to the Account(s). After expiration of the Initial Term, Customer pays a variable price per kWh. The variable price, defined as the "Holdover Price" in the Agreement, may change multiple times, in Company's discretion, and without prior notice (unless required by law). The Holdover Price can be based on a variety of factors, and is not solely driven by current and future market prices or risks. See the "Pricing" section of the Agreement for more information.
Length of the Agreement and end date.	This Agreement shall become effective on the Effective Date and continues for the number of months set forth above until the meter read date for each Account for the last month. After the Initial Term expires, the Agreement shall continue on a month-to-month basis at the Holdover Price unless and until either Party terminates the Agreement, and the Utility successfully switches Customer's Account(s) to another competitive electricity supplier or the Utility's generation service.

Process customer may use to rescind the Agreement without penalty.	Any commercial customers solicited via door-to-door sales have the right to rescind the Agreement within three (3) business days after receipt of this Customer Disclosure Statement and the Agreement.
Amount of Early Termination Fee and method of calculation.	If Customer terminates the Agreement before the end of the Initial Term, Customer will be assessed the Early Termination Fee or pay Company damages, as provided in the Agreement. The Early Termination Fee is the greater of: (i) two (2) times the Average Monthly Bill for terminated Accounts for each year or partial year of the remaining Initial Term; or (ii) the excess of the price for electric generation service under the Agreement over the market price for such service at the time of termination multiplied by the electric usage that would have occurred until the end of the Initial Term. See the "Termination of Agreement" section of the Agreement.
Amount of Late Payment Fee and method of calculation.	As provided by Utility tariff where applicable, and for charges invoiced directly by Company, if any, 1.5% per month during period past due amounts remain unpaid. See the "Billing and Fees" section of the Agreement.
Provisions for renewal of Agreement.	After the Initial Term expires, the Agreement continues on a month-to-month basis and Customer will pay the Holdover Price for electricity supplied by Company. See the "Term of Agreement" section of the Agreement.
Conditions under which savings to the customer are guaranteed.	None.
Energy Broker/Energy Consultant Compensation Disclosure	As compensation for the broker's or consultant's services in connection with this Agreement, Company will pay a \$/kWh fee to Customer's energy broker or energy consultant, (Broker Name). Such fee will be calculated on each kWh of electricity Customer purchases under this Agreement.

Agreement, Authorization and Acknowledgement: This Business Electricity Authorization, including any addenda, exhibits and confirmations (collectively, the "BEA"), together with the Electric Supply Terms of Service ("TOS"), incorporated herein by reference, will form the electricity sales agreement (collectively, the "Agreement") between NextEra Energy Services New York, LLC ("Company" or "NextEra Energy Services") and Customer. Any capitalized terms not defined in this BEA shall have the meanings set forth in the TOS. Any inconsistency between the BEA and the TOS shall be governed by the BEA. Any inconsistency between the BEA and a confirmation under this Agreement shall be governed by the confirmation. Customer hereby authorizes Company, for the duration of this Agreement, to become its electricity supplier and to perform the necessary tasks to establish electricity supply from Company. By signing this BEA or by verbal authorization received over telephone (the "Verbal Authorization"), Customer hereby agrees, as of the Effective Date (or, if Verbal Authorization is used, upon receipt of this Agreement), whichever is later, that Customer has read the Agreement and agrees to the terms and conditions set forth herein. The undersigned below or the person providing the Verbal Authorization, as applicable, warrants and represents that he/she is legally authorized to enter into this Agreement on behalf of Customer. This Agreement is not valid or binding unless and until signed by both Parties (for written agreements, a facsimile will be accepted as if it were an original) or Customer has provided its Verbal Authorization. **The undersigned below represents and warrants that he/she is legally authorized to enter into this Agreement on behalf of Customer. This Agreement is not valid or binding unless and until signed by both Parties.**

Customer, please confirm the following statement by initialing here (required):

XXXX

Customer hereby confirms this Agreement is the result of a sale which was conducted and consummated entirely by mail, telephone or other electronic means, or during a scheduled appointment at Customer's premises, or through solicitations of commercial accounts at a trade or business show, convention or exposition.

NextEra Energy Services New York, LLC

Authorized Signature: _____

Authorized Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Effective Date: _____