



ENERGY BROKER AND ENERGY CONSULTANT REGISTRATION FORM

Pursuant to the Public Service Commission's Order Adopting Energy Broker and Energy Consultant Registration Requirements in Case 23-M-0106 and the Uniform Business Practices edits adopted in that order, Energy Brokers¹ and Consultants² are required to submit this form. Direct Employees of an Energy Broker or Energy Consultant are not required to submit this form as long as a registered Energy Broker or Energy Consultant is responsible for ensuring compliance.

FILL OUT AND SUBMIT THIS FORM IN MATTER 23-01227 IN THE MATTER OF REGISTRATION FOR ENERGY BROKERS AND CONSULTANTS³

(Attach additional sheets as necessary)

1. Business Information

Business Name: Greencrown Energy, LLC

Address: 535 Route 46 E

City: Little Falls State: NJ Zip: 07424

Telephone: 877.308.2727 Website: greencrownenergy.com

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

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

³ Instructions on registering and filing are available at <https://dps.ny.gov/dmm-help-electronic-filing-registration-instructions>

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

Type of Provider:

Energy Broker _____ Energy Consultant x Both _____

Nature of business being conducted:

Type of customers: (Check all that apply)

Residential _____ Large Commercial x
Industrial x Small Commercial x

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

Business Name: Greencrown Energy

Contact Name: Salvatore Ritorto

Address: 535 Route 46 E

City: Little Falls State: NJ Zip: 07424

Telephone: 877.308.2727 Fax: _____

Email Address: sritorto@greencrownenergy.com

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

Business Name: _____

Contact Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Email Address: _____

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

Yes _____

No x _____

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

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

 n/a

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

 n/a

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

 n/a

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

n/a

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

State: _____	Status: <u>see attached</u>	Date Issued: _____
State: _____	Status: _____	Date Issued: _____
State: _____	Status: _____	Date Issued: _____
State: _____	Status: _____	Date Issued: _____
State: _____	Status: _____	Date Issued: _____
State: _____	Status: _____	Date Issued: _____

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

n/a

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

n/a - Greencrown Energy, LLC does not utilize or employ door-to-door marketing.

2. Contact Information

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

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

Name and Title: Salvatore Ritorto - President

Address: 535 Route 46 E

City: Little Falls State: NJ Zip: 07424

Telephone: 877.308.2727 x1010 Fax:

Email Address: sritorto@greencrownenergy.com

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

Name and Title: Joanna Magnani - Manager, Operations

Address: 535 Route 46 E

City: Little Falls State: NJ Zip: 07424

Telephone: 877.308.2727 x113 Fax:

Email Address: accountsreceivable@greencrownenergy.com

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

Name and Title: Joanna Magnani - Manager, Operations

Address: 535 Route 46 E

City: Little Falls State: NJ Zip: 07424

Telephone: 877.308.2727 x113 Fax:


Email Address: accountsreceivable@greencrownenergy.com

3. Additional Requirements (Required for New Registrants)

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

4. Signature

The person signing this application attests to the following: that she or he is an owner, partner, or officer of the business named on this registration package, the answers and materials contained in this registration package are true and the registration package submitted is complete and accurate. An Energy Broker or Consultant that knowingly makes false statements in this registration package is subject to denial or revocation of eligibility.

Signature:  Print Name: Salvatore Rionto
Title: President Date: 7/17/2024
Company Name: Greencrown Energy, LLC



Addendum to: New York State – Energy Broker and Energy Consultant Registration Form

Additional Requirements

- A sample standard Agreement between the Energy Broker or Energy Consultant and the customer
 - Greencrown Energy, LLC is an intermediary/consultant that connects, structures, negotiates, and manages agreements between end use retail customers and ESCOs. We do not require customers to sign an agreement with Greencrown Energy, LLC since the contracting entities are the ESCO and retail customer. The only energy supply related agreements between Greencrown's customers and Greencrown are LOAs (letters of authorization) and LOEs (letters of exclusivity). Both are attached for the Public Service Commission's convenience.
- Sample forms of the notices sent upon assignment of sales agreements, discontinuance of service, or transfer of customers to other providers
 - Greencrown Energy, LLC's sends pricing to customers 6-months in advance of their supply agreement end dates, or sooner. All correspondence and agreement/pipeline management are facilitated through two systems internally. The first, which is our customer facing system used by Greencrown's sales and operations divisions, is Salesforce CRM. The second, EDGE on Demand, is our ESCO/supplier facing system. Both systems send electronic correspondence to customers to ensure renewals are addressed in a timely manner and ensure that future customer agreements are managed with the highest degree of accuracy possible.
- Procedures used to obtain customer authorization for access to a customers' historic usage or credit information
 - Enclosed are copies of Greencrown's LOA (letter of authorization) and LOE (letter of exclusivity). These documents allow us to request pricing from suppliers on behalf of the customer. All usage and credit information is obtained by the supplier and accessed through our supplier representatives. None of the customer usage and credit data is pulled directly by Greencrown.
- Information on the methods by which the applicant intends to market energy products and services
 - Within NYISO, Greencrown Energy will market to customers via two primary methods. The first method is by working with our association groups. Greencrown is the preferred energy vendor for a number of association groups, and adds value to those groups by educating member organizations and helping them with all aspects of energy management. The secondary method is through existing customer and partner referrals.
- Sample copies of informational and promotional materials that the applicant uses for mass marketing purposes
 - Enclosed is a sample piece of marketing collateral used when engaging with prospective customers, which lists all of Greencrown's products and services. Additional marketing material is available upon request.
- Sample disclosures of compensation
 - Greencrown Energy does not currently disclose our fee to customers through formal agreement. We understand that the consultant fee disclosure will be on the first customer disclosure page of retail supply agreements moving forward. In light of this, we will be utilizing this page of supplier agreements to disclose our fee to customers during our standard agreement review process.
- Proof of registration with the New York State Department of State or proof of an assumed name certificate (DBA) filed with the county clerk
 - Enclosed is proof of registration with the New York State Department of State.
- Proof of registration to act as a marketer in any municipality where such registration is required
 - Greencrown does not currently market in any municipality where local registration is required.
- An annual \$500 registration fee

- Enclosed is the \$500.00 registration fee.
- Proof of an irrevocable standby letter of credit held with a reputable financial institution that identifies that Department as the beneficiary in the amount of \$100,000 for registering Energy Brokers; and \$50,000 for registering Energy Consultants
 - Enclosed is our \$50,000 letter of credit for registering as an Energy Consultant.
- A completed Service Provider Contact Form, which can be found here, identifying the Energy Broker or Energy Consultant's employee(s) responsible for resolving consumer complaints received by the Department and referred to the Energy Broker or Energy Consultant
 - Enclosed is the Service Provider Contact Form.

Complete List of Greencrown Energy, LLC's energy broker licenses (as requested on page 4):

State	Type	License #
Connecticut	Electric	23-12-01
Delaware	Electric	9845
District of Columbia	Electric	EA2016-24-6
District of Columbia	Gas	GA2016-07-6
Illinois	Elec	20-0285
Maryland	Electric	IR-3811
Maryland	Gas	IR-3812
Massachusetts	Electric	EB-346
Massachusetts	Gas	RA-174
New Jersey	Energy Agent	EA-0637
New Jersey	Private Aggregator	PA-0262
New Jersey	Energy Consultant	EC-0205
Ohio	Electric	24-129945E
Ohio	Gas	24-129945G
Pennsylvania	Electric	2020-3021546
Pennsylvania	Gas	2015-2500348
Texas	Electric	BR200160



Letter of Exclusivity (LOE) & Post-Term Prevention Authorization (PTPA)

This authorization letter is made effective as of _____ (Date), between _____ (Business Name) of below referenced corporate address ("Client"), and Greencrown Energy, LLC ("GCE") of 535 Route 46 East, Little Falls, NJ 07424.

Client acknowledges that this authorization in no way binds the client to purchase any service or product from GCE or any licensed energy service companies and can be cancelled at any time in writing. This letter is to be used for the sole purpose of determining an offer price for electricity supply and/or natural gas supply and energy conservation measures.

Client hereby authorizes GCE to exclusively represent them in obtaining supplier pricing for electricity and/or natural gas for the below account(s). Client authorizes GCE or the potential electric supplier to receive account information, including but not limited to historical and interval usage from the utility and to obtain energy usage history and other account information for these locations.

To prevent supply agreements from defaulting to post-term pricing, Client hereby authorizes GCE to terminate an agreement on their behalf if referenced agreement is not renewed. In the event a supply agreement is not renewed upon agreement expiration, GCE will work with the associated supplier to ensure the related accounts default to utility service.

Energy supplier will receive a post-term drop notification, which will be filed with energy supplier and reference the terms and conditions of the supply agreement(s) required to process a drop request.

I affirm that I have the authority to make and sign this request on behalf of my company for all account numbers that are associated with this request.

(Signature)

(Business Name)

(Name - Printed)

(Billing Street Address)

(Title)

(City, State, Zip Code)

(Email)

(Telephone Number)

Please include a copy of the most recent utility bill(s) (all pages - front and back) for each account



Letter of Authorization (LOA) & Post-Term Prevention Authorization (PTPA)

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(Signature)

(Business Name)

(Name - Printed)

(Billing Street Address)

(Title)

(City, State, Zip Code)

(Email)

(Telephone Number)

Please include a copy of the most recent utility bill(s) (all pages - front and back) for each account



ENERGY. MANAGEMENT. SIMPLIFIED.

Founded in 2007, Greencrown Energy & Water is the nation's most trusted and professional energy & water risk management firm. Our team is led by former supplier-side executives and delivers deep value to customers by lowering utility operating costs, improving stakeholder value, and providing energy management tools to streamline energy and utility investment decisions. What we offer beyond traditional energy advisors is beyond just strategy – we ensure execution and measurable results through our proven energy management process.

We simplify energy management through technology and a comprehensive approach to all thing's energy. Our business lines focus around three core objectives:



Reduce Energy Spend



Decrease Energy Consumption



Drive Sustainability

Contact Us Today to learn how Greencrown can help your organization
1 (877) 308-2727 | contact@greencrownenergy.com



Greencrown's Core Services



ENERGY PROCUREMENT

Whether managing energy procurement for a Fortune 500 company or a small commercial business, finding the time or insights to implement an energy procurement strategy is not easy. Our team of experts leverage deeply rooted energy supplier relationships and 50+ years of combined retail supply experience to help you streamline the electricity & natural gas procurement process by focusing on what matters most: price, product, and provisions.



UTILITYROI™ PLATFORM

Save time, conserve resources, and streamline energy and utility investment decisions. UtilityROI™ is a software-as-a-service solution that makes energy data management and monitoring easier by offering a deeper level of energy analytics. UtilityROI™ automates and modernizes the utility management process by giving facility owners the ability to audit their existing electricity, natural gas, water, and steam consumption in real time. UtilityROI™ offers energy managers the ability to quantify their return on investment for efficiency projects by providing real time visibility via measurement and verification tools, while also offering unrivaled access to energy, demand, and KPI reporting.



EV CHARGING

At Greencrown, we understand the capital requirements, regulatory changes, sustainability, energy and revenue models, and the complex landscape of solution providers gaining the most traction. As a result, we help our clients dramatically reduce time to market, increase reoccurring revenue streams, monetize digital displays and more through our holistic, 360 degree service model.



ENERGY & WATER CONSERVATION

We offer conservation and energy efficiency solutions that reduce operating expenses, drive savings for capital improvement projects and create aesthetically pleasing environments. Our energy conservation and efficiency services include: Energy Efficient Lighting, Commercial Solar, EV Charging Stations, Electronically Commutated (EC) Motors, and HVAC Efficiency Improvements.

Greencrown Water Systems designs, engineers, and installs water conservation and disinfection systems that save up to 50% on water in buildings for the private sector, municipalities, and state and federal government. We maximize local and federal government incentives and reduce net water operating expenses.



DEMAND MANAGEMENT

We help customers establish a competitive demand response program, allowing them to curtail usage during periods of peak energy demand through proven strategies and physical generation options. We extract maximum value for every MW of power curtailed and provide the tools to manage electric demand reduction goals.



SUSTAINABILITY

Our proven sustainability strategies help organizations meet carbon reduction goals while having a minimal impact on your net income. Through our UtilityROI™ Platform, Greencrown provides the analytics and support to confidently manage sustainability program performance, from tracking Total GHG Emissions reduction to return on investment. We offer solutions ranging from Commercial Solar to Green-e® Certified RECs.

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

KATHY HOCHUL
GOVERNOR

WALTER T. MOSLEY
SECRETARY OF STATE

Filer: SALVATORE RITORTO - GREENCROWN ENERGY, LLC
148 W STATE ST
SUITE 302
KENNETT SQUARE, PA, 19348, USA

Your document has been filed by the Department of State.

We have attached the official filing receipt and related document(s) for the following entity:

DOS ID: 7351265
Entity Name: GREENCROWN ENERGY, LLC
Statement Due Date: 06/30/2026

- | Retain this letter and attachment(s) for your records. The Department of State does not mail additional copies of the filing receipt or related attachment(s).
- | Limited Liability Companies are required to file a Biennial Statement with the Department of State. To receive an email notice when the Biennial Statement is due, provide an email address at the Department of State's Email Address Submission/Update Service. <https://filing.dos.ny.gov/eBiennialWeb/>
- | You may obtain a Federal Employer Identification Number(EIN) from the Internal Revenue Service(IRS). You must obtain an EIN to identify your business to the IRS and the New York State Department of Taxation and Finance. Visit <https://www.irs.gov>, for more information.
- | Report your EIN by phone to the Department of Taxation and Finance at 518-485-6027, Monday through Friday between 8:30 a.m. and 4:30 p.m.

Contact Information

- | Department of State: Email the Division of Corporations at corporations@dos.ny.gov.
- | Department of Taxation and Finance: Visit <https://www.tax.ny.gov/help/contact> for self-help options and telephone numbers.



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

ENTITY NAME : GREENCROWN ENERGY, LLC
DOCUMENT TYPE : APPLICATION OF AUTHORITY
ENTITY TYPE : FOREIGN LIMITED LIABILITY COMPANY

DOS ID : 7351265
FILE DATE : 06/10/2024
FILE NUMBER : 240613000963
TRANSACTION NUMBER : 202406100003209-3339756
EXISTENCE DATE : 06/10/2024
DURATION/DISSOLUTION : PERPETUAL
COUNTY : NEW YORK



SERVICE OF PROCESS ADDRESS : THE LLC
535 ROUTE 46 E,
LITTLE FALLS, NJ, 07424, USA

ELECTRONIC SERVICE OF PROCESS
EMAIL ADDRESS : ACCOUNTSRECEIVABLE@GREENCROWNENERGY.COM

FILER : SALVATORE RITORTO - GREENCROWN ENERGY, LLC
148 W STATE ST, SUITE 302
KENNETT SQUARE, PA, 19348, USA

You may verify this document online at : <http://ecorp.dos.ny.gov>
AUTHENTICATION NUMBER : 100005904580

TOTAL FEES:	\$275.00	TOTAL PAYMENTS RECEIVED:	\$275.00
FILING FEE:	\$250.00	CASH:	\$0.00
CERTIFICATE OF STATUS:	\$0.00	CHECK/MONEY ORDER:	\$0.00
CERTIFIED COPY:	\$0.00	CREDIT CARD:	\$275.00
COPY REQUEST:	\$0.00	DRAWDOWN ACCOUNT:	\$0.00
EXPEDITED HANDLING:	\$25.00	REFUND DUE:	\$0.00



00000000000000000000147006202024

IRREVOCABLE LETTER OF CREDIT

Borrower: Greencrown Energy, LLC (TIN: 45-5570682)
535 Route 46 E
Little Falls, NJ 07424

Lender: Columbia Bank
19-01 Route 208
Fair Lawn, NJ 07410

Beneficiary: New York State Department of Public Service
Empire State Plaza, 16th Floor, Agency Building 3
Attn: Finance And Budget Section
Albany, NY 12223-1350

NO.: 8003697676

EXPIRATION DATE. This letter of credit shall expire upon the close of business on 07-01-2026 and all drafts and accompanying statements or documents must be presented to Lender on or before that time (the "Expiration Date").

AMOUNT OF CREDIT. Lender hereby establishes at the request and for the account of Borrower, an Irrevocable Letter of Credit in favor of Beneficiary for a sum of Fifty Thousand & 00/100 Dollars (\$50,000.00) (the "Letter of Credit"). These funds shall be made available to Beneficiary upon Lender's receipt from Beneficiary of sight drafts drawn on Lender at Lender's address indicated above (or other such address that Lender may provide Beneficiary in writing) during regular business hours and accompanied by the signed written statements or documents indicated below.

WARNING TO BENEFICIARY: PLEASE EXAMINE THIS LETTER OF CREDIT AT ONCE. IF YOU FEEL UNABLE TO MEET ANY OF ITS REQUIREMENTS, EITHER SINGLY OR TOGETHER, YOU SHOULD CONTACT BORROWER IMMEDIATELY TO SEE IF THE LETTER OF CREDIT CAN BE AMENDED. OTHERWISE, YOU WILL RISK LOSING PAYMENT UNDER THIS LETTER OF CREDIT FOR FAILURE TO COMPLY STRICTLY WITH ITS TERMS AS WRITTEN.

DRAFT TERMS AND CONDITIONS. Lender shall honor drafts submitted by Beneficiary under the following terms and conditions:

Upon Lender's honor of such drafts, Lender shall be fully discharged of Lender's obligations under this Letter of Credit and shall not be obligated to make any further payments under this Letter of Credit once the full amount of credit available under this Letter of Credit has been drawn.

Beneficiary shall have no recourse against Lender for any amount paid under this Letter of Credit once Lender has honored any draft or other document which complies strictly with this Letter of Credit, and which on its face appears otherwise in order but which is signed, issued, or presented by a party or under the name of a party purporting to act for Beneficiary, purporting to claim through Beneficiary, or posing as Beneficiary without Beneficiary's authorization. By paying an amount demanded in accordance with this Letter of Credit, Lender makes no representation as to the correctness of the amount demanded and Lender shall not be liable to Beneficiary, or any other person, for any amount paid or disbursed for any reason whatsoever, including, without limitation, any nonapplication or misapplication by Beneficiary of the proceeds of such payment. By presenting upon Lender or a confirming bank, Beneficiary certifies that Beneficiary has not and will not present upon the other, unless and until Beneficiary meets with dishonor. Beneficiary promises to return to Lender any funds received by Beneficiary in excess of the Letter of Credit's maximum drawing amount.

USE RESTRICTIONS. All drafts must be marked "DRAWN UNDER Columbia Bank IRREVOCABLE LETTER OF CREDIT NO. 8003697676 DATED 06-20-2024," and the amount of each draft shall be marked on the draft. Only Beneficiary or Beneficiary's transferee may complete a draft and accompanying statements or documents required by this Letter of Credit and make a draw under this Letter of Credit. This original Letter of Credit must accompany any draft drawn hereunder.

Partial draws are permitted under this Letter of Credit. Lender's honor of a partial draw shall correspondingly reduce the amount of credit available under this Letter of Credit. Following a partial draw, Lender shall return this original Letter of Credit to Beneficiary with the partial draw noted hereon; in the alternative, and in its sole discretion, Lender may issue a substitute Letter of Credit to Beneficiary in the amount shown above, less any partial draw(s).

PERMITTED TRANSFEREES. This Letter of Credit may be transferred by Beneficiary upon prior written notice to Lender of the transfer. The transferee shall be deemed the new Beneficiary of this Letter of Credit and the documents of the transferee, including drafts required under this Letter of Credit, will be processed by Lender (or any intermediary) without the original Beneficiary's intervention and without any further obligation of Lender to the original Beneficiary.

TRANSFEREES REQUIRED DOCUMENTS. When the presenter is a permitted transferee under the "Permitted Transferees" paragraph above (the "Permitted Transferee"), the documents required for a draw shall include all documents required elsewhere in this Letter of Credit, except that such documents may be in the name of and executed by either the original Beneficiary or the presenter permitted by the "Permitted Transferees" paragraph above.

COMPLIANCE BURDEN. Lender is not responsible for any impossibility or other difficulty in achieving strict compliance with the requirements of this Letter of Credit precisely as written. Beneficiary understands and acknowledges: (i) that unless and until the present wording of this Letter of Credit is amended with Lender's prior written consent, the burden of complying strictly with such wording remains solely upon Beneficiary, and (ii) that Lender is relying upon the lack of such amendment as constituting Beneficiary's initial and continued approval of such wording.

NON-SEVERABILITY. If any aspect of this Letter of Credit is ever declared unenforceable for any reason by any court or governmental body having jurisdiction, Lender's entire engagement under this Letter of Credit shall be deemed null and void ab initio, and both Lender and Beneficiary shall be restored to the position each would have occupied with all rights available as though this Letter of Credit had never occurred. This non-severability provision shall override all other provisions in this Letter of Credit, no matter where such provision appears within this Letter of Credit.

GOVERNING LAW. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of New Jersey without regard to its conflicts of law provisions, and except to the extent such laws are inconsistent with the 2007 Revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce, ICC Publication No. 600. This Agreement has been accepted by Lender in the State of New Jersey.

EXPIRATION. Lender hereby agrees with Beneficiary that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to Lender on or before the Expiration Date unless otherwise provided for above.

**IRREVOCABLE LETTER OF CREDIT
(Continued)**

Page 2

Dated: June 20, 2024

LENDER:

COLUMBIA BANK

By: 
Authorized Officer

ENDORSEMENT OF DRAFTS DRAWN:

<u>Date</u>	<u>Negotiated By</u>	<u>Amount In Words</u>	<u>Amount In Figures</u>
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New York State Public Service Commission

Office of Consumer Services
Service Provider Contact Information

Completed forms should be submitted to OCS.OPERATIONS@DPS.NY.GOV

Date _____

Company Name _____

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

President _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Vice President / Director of Customer Service _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Primary Regulatory Complaint Manager _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

Secondary Regulatory Complaint Manager _____
Mailing Address _____

Email Address _____
Phone Number _____ Fax Number _____

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

Email: _____ **Fax:** _____