

**STATE OF NEW YORK
PUBLIC SERVICE COMMISSION**

**PROCEEDING ON MOTION OF THE
COMMISSION TO SEEK CONSEQUENCES
AGAINST MEDIAN ENERGY CORP. FOR
VIOLATIONS OF THE UNIFORM BUSINESS
PRACTICES**

Case 26-M-0431

**RESPONSE OF MEDIAN ENERGY CORP. TO
ORDER INSTITUTING PROCEEDING AND TO SHOW CAUSE**

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RESPONSE OF MEDIAN ENERGY CORP. TO ORDER INSTITUTING PROCEEDING AND TO SHOW CAUSE

I. PRELIMINARY STATEMENT

Median Energy Corp. (“Median” or the “Company”) respectfully submits this Response to the New York State Public Service Commission’s (“Commission”) July 30, 2026 Order Instituting Proceeding and to Show Cause (“OTSC”) in Case 26-M-0431. Ordering Clause 1 directs Median to show cause why its eligibility to operate as an Energy Services Company (“ESCO”) in New York should not be revoked, or why other consequences under Uniform Business Practices (“UBP”) Section 2.D.6 should not be imposed.¹

The extraordinary remedy of revocation is not warranted. The OTSC expressly recognizes that the allegations summarized in the OTSC are preliminary and do not constitute final findings of fact or conclusions of law. Taken as a whole and together with Median’s detailed responses to the underlying Notices of Apparent Violation (“NOAVs”), the allegations do not establish the pervasive disregard of Commission requirements suggested by Department of Public Service (“DPS”) Staff (“Staff”). Rather, the seven allegations fall into materially different categories that should not be collapsed into a single theory of systemic noncompliance.²

Two allegations concern discrete reporting lapses that Median previously acknowledged and corrected: the failure to timely update its application to identify Paradigm as a marketing vendor and the failure to maintain required Power to Choose (“PTC”) postings during a period of residential marketing. Median corrected those matters, implemented controls designed to prevent recurrence, and has treated them as compliance lessons rather than attempting to minimize them.³

¹ Case 26-M-0431, Proceeding on Motion of the Commission to Seek Consequences against Median Energy Corp. for Violations of the Uniform Business Practices, Order Instituting Proceeding and to Show Cause (issued July 30, 2026) (“OTSC”) at 13-14.

² OTSC at 6, 12-13; Matter 25-01584, Median Energy Corp., Response to July 30, 2025 Notice of Apparent Violation (filed Aug. 29, 2025) (“2025 NOAV Response”); Matter 26-00774, Median Energy Corp., Response to April 20, 2026 Notice of Apparent Violation (filed May 15, 2026) (“2026 NOAV Response”).

³ 2025 NOAV Response at 2-3; OTSC at 8, 12.

Three allegations arising from the 2025 NOAV—the Golden Ticket contract allegation, alleged deceptive door-to-door marketing and savings representations, and alleged lack of independent third-party verification (“TPV”)—remain materially disputed. Median’s 2025 NOAV Response addressed the cited customer complaints individually and identified contemporaneous records, including TPVs and enrollment records, that either contradict the allegations or materially limit the conclusions that can be drawn from them. The OTSC does not identify evidence sufficient to substantiate Staff’s conclusions; instead, it repeats those conclusions while largely summarizing the allegations and Median’s prior response to the same.⁴

The Home Warranty Product (“HWP”) allegation presents a different issue. Median does not dispute that Staff’s January 21, 2026 eligibility letter (“January 2026 Eligibility Letter”) stated that the HWP remained under review and directed the Company not to offer the product until Staff confirmed approval. Median’s position, however, was that the HWP was not a new or never-approved product: Staff had previously approved Median’s eligibility to offer the HWP in 2023.⁵ Median understood the revisions Staff sought during the 2025–2026 triennial review to concern, in substantial part, renewal and affirmative-consent language whose compliance deadline had been extended by the Secretary on December 30, 2025 pending resolution of rehearing petitions, including M&R Energy Resources Corp.’s (“M&R”) challenge to the interpretation of the affirmative-consent renewal requirements.⁶ The prior implementation extensions discussed in Section III.F provide further context for Median’s understanding on the HWP issue. When Staff objected to the HWP postings on April 2, 2026, Median removed the offers the next day, submitted the revised language requested by Staff to

⁴ 2025 NOAV Response at 3-10; OTSC at 8-9.

⁵ See Letter from John Sheevers, Office of Consumer Services, New York State Department of Public Service, to Eli Konovich, Median Energy Corp. (May 8, 2023) (“2023 Letter of Eligibility”).

⁶ Case 98-M-1343, In the Matter of Retail Access Business Rules, Petition of M&R Energy Resources Corp. for Rehearing, Reconsideration & Clarification of the Order Implementing GBL 349-d and Motion for Stay of Implementation (filed Dec. 15, 2025) (“M&R Petition”) at 6-7, 17-18; Case 98-M-1343, Notice Extending Deadlines (issued Dec. 30, 2025) (“December 30 Notice”) at 1-3.

move the review forward, and provided a complete accounting of the affected enrollments. That sequence is inconsistent with intentional defiance or concealment.⁷

Finally, the broker-compensation allegation arises from contracts Median itself produced to Staff in response to the April 2026 NOAV. The agreements omitted the disclosure required by UBP Section 5.B.4.k and the Commission's June 23, 2023 broker-registration order.⁸ Median recognizes the seriousness of the document-control issue. The omission nevertheless should be evaluated for what it was: a contractual disclosure deficiency, not proof that Median concealed its operations or is unable or unwilling to comply with the Commission's rules.⁹

Since the 2025 NOAV, Median has taken substantial corrective measures, including pausing door-to-door marketing in New York, strengthening vendor onboarding and oversight, revising sales scripts, requiring retraining and recertification, expanding TPV quality-assurance review, implementing contract version controls and recurring compliance calendars, and consolidating responsibility for compliance oversight. These measures address the operational causes implicated by the allegations and provide a practical basis for confidence that recurrence can be prevented.¹⁰

Recent Commission precedent confirms that revocation is neither automatic nor appropriate merely because an Order to Show Cause identifies multiple apparent violations. In an order resolving an order to show cause proceeding against Atlantic Energy, LLC¹¹ ("Atlantic"), the Commission preserved the ESCO's eligibility notwithstanding Atlantic's acknowledgments that it enrolled approximately 250 customers on non-compliant products and made 25 contract changes without required customer consent; the Commission emphasized Atlantic's agreement to refund certain

⁷ OTSC at 9-11, 13; 2026 NOAV Response at 1-3; December 30 Notice at 2-3.

⁸ Case 23-M-0106 et al., *In the Matter of Commission Registration of Energy Brokers and Energy Consultants Pursuant to Public Service Law Section 66-t*, Order Adopting Energy Broker and Energy Consultant Registration Requirements (issued June 23, 2023) ("June 2023 Broker Order").

⁹ OTSC at 11, 13; UBP Sec. 5.B.4.k; June 2023 Broker Order.

¹⁰ 2025 NOAV Response at 2, 6-11.

¹¹ Case 23-M-0166, *Proceeding on Motion of the Commission to Seek Consequences Against Atlantic Energy, LLC, for Violations of the Uniform Business Practices*, Order to Show Cause (issued Aug. 18, 2023).

customers, corrective controls and training, voluntary suspension of marketing, and commitment to annual audits.¹² In the April 2026 NRG affiliate proceedings, the Commission likewise approved a settlement that expressly protected the affiliated ESCOs' eligibility despite broader alleged violations of the UBP and multiple Commission orders, while the affiliated ESCOs continued to deny aspects of the allegations; the resolution instead relied on quantified customer relief, operational corrections, reporting, and independent verification.¹³

Those decisions reflect the Commission's current focus on the precise scope of the conduct, customer impact, completed remediation, risk of recurrence, and mechanisms by which prospective compliance can be verified. Median's circumstances warrant the same measured approach. Median has corrected the reporting lapses identified in the 2025 NOAV, continues to contest the allegations it does not concede, and has implemented controls targeted to the operational issues identified through the NOAV process. To the extent the Commission concludes that any additional violation occurred, the relevant question in considering revocation is whether a prospective compliance concern remains that requires exclusion from the market. The facts here do not support that extraordinary conclusion.

Accordingly, Median respectfully submits that revocation of its eligibility, or the imposition of any additional consequence, is not warranted. If the Commission concludes that additional assurance would be helpful, Median is prepared to work with the Commission to develop targeted compliance conditions that appropriately and proportionately address any remaining concerns.

II. BACKGROUND

Median is a New York business corporation, incorporated on January 20, 2016. Its principal executive office is in Mahwah, New Jersey, and Eli Konovich is its President. Median supplies retail

¹² Case 23-M-0166, *Proceeding on Motion of the Commission to Seek Consequences against Atlantic Energy, LLC for Violations of the Uniform Business Practices*, Order Adopting Settlement Agreement (issued Jan. 28, 2025) ("Atlantic Settlement Order") at 2, 5-8 & App. 1, §§1.a-1.d.

¹³ Cases 25-M-0516 et al., Order Adopting Terms of Settlement Agreement (issued Apr. 16, 2026) ("NRG Settlement Order") at 5-11 & App. 1, §§2, 3.a, 3.g & App. D.

electricity and natural gas to customers in New York, New Jersey, Pennsylvania, Ohio, Maryland, and the District of Columbia.¹⁴

Median has been an eligible ESCO in New York for more than ten years, since June 27, 2016. It serves residential, small commercial, and commercial and industrial customers in the following New York utility service territories: Central Hudson Gas & Electric Corporation (“CHUD”); Consolidated Edison Company of New York, Inc. (“ConEd”); Long Island Power Authority/PSEG Long Island LLC (“PSEG LI”); Niagara Mohawk Power Corporation d/b/a National Grid (“NiMo”); KeySpan Gas East Corporation d/b/a National Grid (“National Grid LI”); The Brooklyn Union Gas Company d/b/a National Grid (“National Grid Metro”); New York State Electric & Gas Corporation (“NYSEG”); Orange and Rockland Utilities, Inc. (“O&R”); and Rochester Gas and Electric Corporation (“RGE”). In its 2026 NOAV Response, Median disclosed that 463 mass-market customers had enrolled on an HWP between January 21 and April 11, 2026, and commenced service by May 8, 2026.¹⁵ supplied Appendix C (a spreadsheet identifying those enrollments), provided Appendix C-1 (ten sample executed customer contracts), and submitted Appendix D (the relevant forms of agreement). Median further disputed the characterization of the HWP as unapproved, relying on its prior approval in the Letter of Eligibility dated May 8, 2023, noted that it had submitted a revised HWP agreement on April 21, 2026, incorporating Staff’s requested affirmative-consent language (“Affirmative Consent Revision”), and maintained that its use of the previously approved HWP during the relevant period was lawful in light of the Secretary’s December 30, 2025 extension of the relevant 2025 UBP compliance deadlines.

¹⁴ Median Energy Corp., 2025 Triennial Retail Access Application Form, Matter 14-02554 (filed July 3, 2025) (“2025 Triennial”), Att. A & RAAF § 1.

¹⁵ The last day a customer was enrolled was April 11, 2026. The reference to May 8, 2026 is used here to align with questions asked in the 2026 NOAV.

Its current mass-market product eligibility includes fixed-rate electric and gas products within the 5% price cap, variable-rate guaranteed savings electric and gas products, fixed and variable renewable electric products, and electric and gas Home Warranty Products.¹⁶

The OTSC arises from two separate Staff investigations. The first began in 2025 following review of several customer complaints and resulted in Staff's July 30, 2025 NOAV. That NOAV alleged failures relating to vendor disclosure and PTC postings and raised additional allegations concerning a Golden Ticket promotion, door-to-door marketing, savings representations, and the independence of TPVs.¹⁷

Median responded on August 29, 2025. It acknowledged the vendor-disclosure and PTC posting lapses, disputed that the remaining alleged UBP violations had been established, and described broad corrective measures. Among other things, Median paused all door-to-door marketing in New York while reviewing vendor oversight, sales scripts, training, TPV practices, and its broader compliance framework. Median also consolidated compliance and vendor oversight under its Director of Operations and began developing enhanced vendor-onboarding, training, monitoring, and document-control measures.¹⁸

The second NOAV concerned Median's HWP offering. That review concerned a product Staff had previously approved for Median: in a May 8, 2023 revised eligibility letter, John Sheevers of the Office of Consumer Services advised Median that Staff had reviewed the Company's materials. The January 2026 Eligibility Letter stated that the HWP agreement remained under review and should not be offered until Median received confirmation that the agreement was approved. On April 2, 2026, Staff advised Median that HWP offers appeared on the PTC website and directed their removal.

¹⁶ See May 2026 Letter of Eligibility, attached as Exhibit 5.

¹⁷ See Notice of Apparent Violation issued by the Department of Public Service to Median Energy Corp. (July 30, 2025) ("2025 NOAV").

¹⁸ 2025 NOAV Response at 2-3, 6-11.

Median removed the HWP offers on April 3. Staff issued a second NOAV on April 20, 2026, and Median responded on May 15, 2026 (“2026 NOAV Response”).¹⁹

The 2026 NOAV Response disclosed that 463 mass-market customers had enrolled on an HWP between January 21 and April 11, 2026, and commenced service by May 8, 2026, supplied a spreadsheet identifying those enrollments, and produced customer contracts and the relevant forms of agreement. Median also explained the basis for its position that the HWP was not an entirely unapproved product and described the prior eligibility approval, the status of the updated agreement, and the Secretary’s extension of the relevant 2025 UBP compliance deadlines.²⁰

In reviewing the contracts Median produced, Staff identified an additional issue: the agreements did not include the broker compensation disclosure that Staff contends is required by UBP Section 5.B.4.k and the Commission’s June 23, 2023 Broker Registration Order. The Commission incorporated that issue as the seventh allegation in the OTSC.²¹

The Commission issued the OTSC on July 30, 2026. The OTSC expressly states that its presentation of Staff’s allegations is not a final determination of facts or law, but finds the information sufficient at this preliminary stage to require Median to respond.²² Median does so below.

A related Freedom of Information Law (“FOIL”) request also remains outstanding. On August 17, 2026, Median submitted FOIL Request No. R001882-081826 seeking records concerning Median from January 1, 2023 through the date of the request. The request seeks materials concerning consumer complaints, compliance or non-compliance, investigations and enforcement allegations, information received from utilities concerning Median or its customers, and relevant communications among DPS Staff or between DPS Staff and other State agencies.²³ On September 14, 2026, the

¹⁹ OTSC at 9-10; 2026 NOAV Response at 1; 2023 Letter of Eligibility.

²⁰ 2026 NOAV Response at 1-3 & Apps. C, C-1, D; OTSC at 10.

²¹ OTSC at 11, 13; UBP Sec. 5.B.4.k; June 2023 Broker Order.

²² OTSC at 12-14.

²³ Letter from Michelle Zaludek, Records Access Officer, N.Y. Dep’t of Pub. Serv., to Natara Feller (Sept. 14, 2026), re: Freedom of Information Law Request No. 001882081826, at 1-2

Department estimated that it would complete the request and provide a written response on or before October 13, 2026, or notify Median if additional time was required.²⁴ Because the requested records may bear on Staff's allegations, Median respectfully reserves the right to seek leave to supplement this Response if the outstanding FOIL production contains material information bearing on the allegations stated in the OTSC.

On August 20, 2026, Median submitted a request for an extension of the OTSC response deadline, explaining that preexisting scheduling constraints, including counsel's planned absence and limited availability of Median's principal representatives around September and October holidays, made a brief extension insufficient to permit meaningful record review and response preparation. In an August 26, 2026 ruling, the Secretary extended Median's deadline to September 28, 2026, to promote the fair, orderly, and efficient conduct of this proceeding.²⁵

III. RESPONSE TO THE SEVEN ALLEGATIONS

A. Allegation 1 - Paradigm Vendor Disclosure

Staff alleges that Median violated UBP Section 2.B.1.o by failing to update its ESCO application to identify Paradigm as a third-party marketing vendor. Median previously acknowledged this compliance lapse and immediately took action to cure.²⁶

For purposes of assessing revocation, this reporting lapse does not demonstrate current unfitness or a pervasive disregard of Commission requirements.²⁷ Median implemented a vendor-onboarding checklist requiring that any new marketer be reported before solicitation begins. Median

²⁴Letter from Michelle Zaludek, Records Access Officer, N.Y. Dep't of Pub. Serv., to Natara Feller (Sept. 14, 2026) at 2 (estimating a written response on or before October 13, 2026, or notice if additional time is required).

²⁵Case 26-M-0431, Letter from Michelle L. Phillips, Secretary, to Natara G. Feller, Esq. (issued Aug. 26, 2026) at 1-2 (describing the August 20 request and extending the response deadline).

²⁶2025 NOAV Response at 2-3.

²⁷Median clarifies that its 2025 NOAV Response commitment to submit an updated marketer list was made in error, as it had ceased working with Paradigm. *Id.*

also broadened its vendor-oversight review, including stronger contractual requirements, compliance attestations, recurring audits, and script and procedural checks.²⁸

The Paradigm issue therefore supports, at most, a finding concerning a discrete reporting deficiency that has been cured and addressed through a specific preventive control, not evidence of a broader breakdown in compliance or a systemic inability to satisfy regulatory obligations. Median corrected the omission and strengthened its vendor-reporting procedures. The issue has not recurred since the 2025 NOAV.

B. Allegation 2 - Power to Choose Posting Requirement

Staff alleges that Median violated UBP Section 2.D.4.d by failing to post offers to the PTC website while marketing to residential customers. Median corrected that historical lapse and implemented controls to prevent recurrence. By August 11, 2025, Median had updated its active offers and implemented an internal protocol to review and refresh PTC postings every thirty days.²⁹

Staff continued to monitor Median's PTC compliance after the NOAV, and Median substantiated its postings when questions arose. Staff separately asserted on June 23, 2026 that Median had not posted an offer for the Long Island Power Authority/PSEG Long Island electric territory. Median responded the same day with a DPS offer-history screenshot showing a PSEG Long Island posting dated May 29, 2026 and asked Staff to confirm whether it had misunderstood the PTC requirements. On June 25, Staff concluded that particular inquiry, responding: "Thank you for the response. Nothing further is needed on our end."³⁰ Median's retained DPS PTC offer history independently confirms the point. The PSEG Long Island history reflects residential electric offers beginning no later than December 5, 2025 and continuing through September 10, 2026, with successive records created and archived as offers were refreshed. The most recent entry shown at

²⁸ 2025 NOAV Response at 3, 10-11. Median notes that it has not engaged a new marketer since these protocols have been established.

²⁹ 2025 NOAV Response at 3.

³⁰ Email dated June 25, 2026 from Robin Taylor (DPS) to Natara Feller re: Median Energy Corp. (including the June 23, 2026 correspondence).

Exhibit 1-E was created September 10, 2026 and was active when the screenshot was taken. The contemporaneous Staff exchange, together with the DPS offer history, demonstrates that Staff's separate PSEG-related assertion was not sustained and that Median was maintaining PTC offers in that territory.

More importantly for the present OTSC, Median's PTC offer history since the 2025 NOAV demonstrates cure and non-recurrence. Median has compiled fifteen DPS PTC offer-history screenshots, seven electric and eight gas, covering the New York utility territories from August 2025 through September 2026.³¹ As shown in Exhibits 1-A through 1-O, Median consistently updated PTC offers across the territories in which Median marketed. The only interruption identified by Median corresponds to its deliberate New York sales pause from April 12, 2026 until sales resumed on June 10, 2026. The remaining offer-history records collectively demonstrate that Median implemented the corrective controls described in its 2025 NOAV response and that the historical PTC posting lapse did not recur.³²

Median acknowledges that Allegation 2 reflects a compliance lapse. That lapse was discrete, was corrected, and has not recurred; it therefore does not demonstrate continuing misconduct or support an inference of pervasive disregard of Commission requirements.

C. Allegation 3 - Golden Ticket / Updated Contract

Median disputes Staff's contention that it violated UBP Section 2.D.4.a by using a New York customer contract containing an unauthorized Golden Ticket promotion without first submitting that contract to Staff. The factual distinction is important: a form containing Golden Ticket language was inadvertently included in Median's triennial materials, but Median's position has consistently been that the form was associated with activity outside New York and was not actively used in New York.

³¹ Median began posting offers for PSEG-LI in December 2025, when it began marketing to residential customers in that territory.

³² Exhibits 1-A through 1-O; 2025 NOAV Response at 3.

Staff therefore has not established that Median used an unauthorized Golden Ticket contract to induce New York customers to enroll.

Median's New York instructions reinforced that distinction.³³ In March 2025, Median expressly instructed Paradigm that there was to be no Gold Card promotion in New York and that representatives should use the New York-specific materials. Median's 2025 NOAV response further explained that its review of the cited complaints, TPVs, and contracts did not identify the Golden Ticket as an inducement used to obtain a New York enrollment.

The phrase "Golden Ticket" or "Gold Card" was not used as a New York enrollment promotion; rather, the limited references Median identified concerned post-enrollment goodwill customer-retention strategies. Median identified two such matters in its 2025 NOAV Response, QRS 530536 and QRS 536411, and explained that the references to the "Golden Ticket" were used as goodwill or retention measures rather than as an inducement to enroll. A post-enrollment goodwill credit does not establish that the enrollment was procured through an unapproved Golden Ticket contract.³⁴

Staff's allegation depends on proving actual use of an agreement with the Golden Ticket promotion in New York. The OTSC identifies no executed New York customer agreement containing the alleged promotion and does not address or counter Median's evidence that New York-specific materials excluded it. Median's prior complaint-level review addressed the contract question directly: after reviewing the cited QRS complaints, TPVs, and associated contracts, Median reported that the Golden Ticket was not used in New York as an enrollment inducement, and was instead an outdated promotional item that was not part of any active New York contract package. In sum, Staff has not identified an executed agreement for any cited customer containing the challenged Golden Ticket promotional language. Staff's theory depends on treating isolated references to one-off complaint-

³³ 2025 NOAV Response at 3-4 & Confidential Exhs. 1-2.

³⁴ 2025 NOAV Response at 4 (QRS 530536 and 536411).

resolution credits as proof of an enrollment inducement, even though Median’s contemporaneous records show otherwise.³⁵

Median nevertheless treated the document-control issue seriously. It removed residual promotional references from its triennial materials, established centralized change tracking for contracts and customer-facing materials, required compliance and legal review, and instituted quarterly audits designed to prevent cross-state materials from migrating into New York documentation.³⁶

D. Allegation 4 - Door-to-Door Marketing, Utility Affiliation, and Savings Representations

Staff alleges that Median’s door-to-door representatives engaged in deceptive marketing by failing to distinguish themselves from the distribution utility and by promising savings. Median disputes that the QRS complaints Staff cites establish a pattern of violations of UBP Sections 10.C.1.a, 10.C.4.a, or 10.C.4.b.

The 2025 NOAV did not identify the precise statements on which Staff relied; it cited complaint numbers and summarized customers’ characterizations. Median reviewed the cited complaints and the contemporaneous enrollment records individually. That review undercuts Staff’s generalized characterization:³⁷

- QRS 459363: although the customer alleged that the sales representative “claim[ed] to be associated with my current utility provider (Con Edison),” the “Text of Case” documented the customer’s own characterization of the salesperson as “an individual representing Median Energy.”³⁸
- QRS 460033: the customer alleged utility affiliation, but described the individual as being from Median Energy and stated that he sent the representative away. No enrollment was completed and the customer never received service from Median.³⁹

³⁵ 2025 NOAV Response at 4-5; OTSC at 8.

³⁶ 2025 NOAV Response at 5, 10-11.

³⁷ 2025 NOAV Response at 5-6.

³⁸ 2025 NOAV Response at 6. *See also* QRS 459363, Text of Case (Dec. 13, 2024).

³⁹ 2025 NOAV Response at 6; *see also* QRS 460033, Text of Case (Dec. 18, 2024).

- QRS 517917: the customer alleged that the representative did not sufficiently distinguish Median from the utility and remained present during the TPV; however, the TPV reflects the customer's confirmation that the representative identified themselves as being a representative of Median and not the utility. Median's internal records reflect that the sales representative disputes the customer's account and stated that, during the customer solicitation, the representative had their Median Energy identification badge present and visible at all times. As reported by Median in response to the QRS, the customer did not receive service from Median.⁴⁰
- QRS 548102: the customer alleged that the representative said she would not be switching anything; Median's investigation found that the enrollment was not completed and no service was provided.⁴¹
- QRS 547018: the customer alleged that material terms of a bundled product were not disclosed. Median contacted the customer the next day and blocked the enrollment before service began; Median's records show that key terms were provided in writing and addressed during the TPV.⁴²

While Median disputes the alleged misrepresentations, it takes the complaints seriously and recognizes the importance of reminding representatives to follow its established sales procedures.⁴³

Those procedures specifically address identification and utility affiliation. Median's anti-slamming procedures, filed with Staff as Attachment K to its 2025 triennial application, require every representative to state that he or she markets on behalf of Median, expressly state that he or she does not represent the customer's utility, and display Median's photo identification badge.⁴⁴

Exhibit 2 reproduces the template for that badge. The template prominently displays Median's name and logo, includes designated fields for the representative's photograph, name, and agent code, and identifies the holder as a consultant representing Median Energy Corp.

Median's updated training materials reinforce these requirements, reminding representatives to display their Median identification badges and clearly state that they represent Median, not the utility.⁴⁵

⁴⁰ 2025 NOAV Response at 6; *see also* Median's response to QRS 517917.

⁴¹ 2025 NOAV Response at 6 (QRS 548102).

⁴² *Id.* at 6 (QRS 547018).

⁴³ 2025 NOAV Response at 6–7.

⁴⁴ 2025 Triennial, Att. K.

⁴⁵ Exhibit 3 at 8-9, 16 (“Introducing Yourself and Median Energy to Prospective Customers,” “NY In-Person Contact Requirements,” and “Do’s and Don’ts”).

Median also disputes the allegation that its representatives promised guaranteed savings.⁴⁶ In preparing its response to QRS 530536 and QRS 536411, Median reviewed the underlying TPVs and consulted with its sales representatives, who stated that the rebates were features of the HWP offer and did not promise that commodity service would be cheaper than utility service. Staff has not identified any specific affirmative representation of guaranteed savings beyond the complaint characterizations. The cited complaints do not support a conclusive finding that Median violated the UBP as alleged.

After receiving the 2025 NOAV, Median undertook efforts to reinforce best practices and remind its marketing vendors and sales representatives of the standards expected when dealing with customers.⁴⁷ It reviewed its sales procedures and updated its training materials, emphasizing clear identification, utility non-affiliation, and accurate explanations of product terms without promises or suggestions of guaranteed savings. It paused door-to-door marketing, revised scripts to make the statement “We are not your utility provider” prominent, required recertification with emphasis on ESCO identity and utility non-affiliation, reinforced that savings may not be promised or implied, and expanded monitoring of field interactions and TPVs. Median distributed an updated training and compliance deck to its marketing vendor and required each agent to receive the materials and sign both an attestation form and code of conduct acknowledgement before beginning to market for Median. The training materials, attestation form and code of conduct are provided in Exhibit 3.⁴⁸

E. Allegation 5 - Independent Third-Party Verification

Staff alleges that Median violated UBP Section 5, Attachment 1.A by failing to ensure that TPVs were conducted outside the presence of the sales representative. The TPV recordings do not

⁴⁶ 2025 NOAV Response at 7 (describing the TPV disclosures in QRS 530536 and 536411 and the contractual HWP rebates discussed in QRS 517503, 530536, and 536411), and at 8 (disputing the savings allegation and requesting the specific statements or materials relied upon by Staff).

⁴⁷ 2025 NOAV Response at 6–8.

⁴⁸ Exhibit 3, Median Energy Corp. New York Compliance Training Materials and Training Acknowledgment Form, at 8-9, 12-14, 16, 18.

conclusively demonstrate that the sales representative remained present during the TPVs, and in both TPVs cited the customer responded “yes” when the verifier asked if the sales representative had left the premises.⁴⁹

Median’s policy independently prohibits sales representatives from being present, physically or by telephone, during a TPV. Following the NOAV, Median reinforced that requirement with sales representatives and TPV providers, directed verifiers to pause or suspend a verification when a customer appears uncertain, and expanded random review of TPV recordings.⁵⁰

The complaint assertions warranted review and justified stronger quality assurance. They do not establish that Median’s TPV process was systematically non-independent.⁵¹

F. Allegation 6 - Home Warranty Product

Staff contends that Median violated the Commission’s January 25, 2021 Home Warranty Order⁵² by posting and offering an HWP without Staff approval. Median respectfully disagrees with the characterization that it marketed a product that had never been approved. In May 2023, the Office of Consumer Services issued the 2023 Letter of Eligibility, advising Median that Staff had reviewed and approved its home warranty product documentation.⁵³ The documentation met the Uniform Business Practices and the Reset Order requirements. Median was accordingly eligible to offer the product to electric and gas residential and small commercial customers..⁵⁴ As stated in the 2026 NOAV Response, Median recognized that the January 2026 Eligibility Letter stated that the HWP remained under review and instructed Median not to offer it until Staff confirmed approval.⁵⁵

⁴⁹ TPV Recordings for QRS 517917 at 0:46-0:50 and QRS 530536 at 1:02-1:08.

⁵⁰ 2025 NOAV Response at 8-10.

⁵¹ 2025 NOAV Response at 8-9.

⁵² Case 15-M-0127 et al., Order Addressing ESCO Petitions Requesting Authorization to Provide Additional Products and Services (issued Jan. 25, 2021) (“Home Warranty Order”) at 17.

⁵³ Cases 15-M-0127 et al., Order Adopting Changes to the Retail Access Energy Market and Establishing Further Process (issued Dec. 12, 2019) (“Reset Order”)

⁵⁴ 2023 Letter of Eligibility.

⁵⁵ 2026 NOAV Response at 2.

The relevant regulatory history matters because Median was not introducing an unreviewed HWP for the first time. Staff previously approved Median’s eligibility to offer the HWP. During the 2025 triennial review, Staff requested revisions to Median’s HWP materials, including language concerning renewals and affirmative consent. Median evaluated those requested changes against the backdrop of the Commission’s November 13, 2025 UBP Order⁵⁶ and the Secretary’s December 30, 2025 Notice Extending Deadlines for Ordering Clauses 6, 7, and 8 while petitions for clarification, reconsideration, and rehearing remained pending.

M&R’s petition directly challenged the November 13, 2025 UBP Order’s treatment of all changes upon renewal as material changes requiring affirmative consent, and sought a stay pending Commission review.⁵⁷ The Secretary subsequently extended the compliance deadlines for Ordering Clauses 6, 7, and 8, including the express-consent requirement in Ordering Clause 8, for all eligible ESCOs until the Commission acted on the pending petitions, and anticipated that the Commission would establish new deadlines.⁵⁸ Median understood that extension to include the renewal and affirmative-consent language Staff sought in its HWP agreement. Its position did not deny that the agreement could require amendment once the Commission resolved the pending issues.⁵⁹

That understanding was also consistent with prior implementation extensions in these overlapping retail-access proceedings. Following the Reset Order changing the rules for permissible ESCO products, implementation of the affected ordering clauses was stayed pending rehearing.⁶⁰ In its July 15, 2022 order, the Commission declined to extend the temporary waiver permitting continued service to existing green-gas customers and directed the seven affected ESCOs, including Green

⁵⁶ Case 98-M-1343, In the Matter of Retail Access Business Rules, Order Adopting Modifications to the Uniform Business Practices (issued Nov. 13, 2025) (“November 13, 2025 UBP Order”).

⁵⁷ M&R Petition at 6-7, 17-18.

⁵⁸ December 30 Notice at 1-3; November 13, 2025 UBP Order at 32, Ordering Clause 8.

⁵⁹ 2026 NOAV Response at 2-3.

⁶⁰ Cases 15-M-0127, 12-M-0476 & 98-M-1343, Notice Granting Extension Requests (issued Feb. 4, 2021) at 1 (recounting the stay pending rehearing and the subsequent September 18, 2020 rehearing order).

Mountain Energy Company (“Green Mountain”), to transfer those customers to a compliant product or full utility service within 120 days.⁶¹ Subsequently, Green Mountain requested additional time to transition customers because rehearing could permit continued service under the product. On October 21, 2022, the Secretary extended Green Mountain’s compliance period until 60 days after the Commission resolved its rehearing petition.⁶² Those extensions provide context for Median’s interpretation of the December 30 Notice as it related to the HWP agreement.

Importantly, Median’s disagreement with Staff’s interpretation did not translate into resistance to the review process or a refusal to make revisions. Throughout the triennial review, Median engaged extensively with Staff regarding the HWP agreement and attempted to address Staff’s concerns through ongoing dialogue. Staff provided comments on Median’s July 2025 triennial submission in October 2025, including comments regarding the HWP customer agreements and provisions related to renewals and affirmative customer consent. Rather than simply rejecting those comments, Median participated in discussions with Staff concerning the requested revisions, including a November 4, 2025 meeting and a subsequent January 8, 2026 meeting regarding remaining open issues. The parties continued to exchange comments and proposed revisions from October 2025 into January 2026. Median submitted revised materials on November 28, 2025 and again on January 14, 2026 following additional discussions with Staff.

Although Median maintained its disagreement with Staff’s view of when the renewal and affirmative-consent provisions took effect under the Commission’s November 13, 2025 UBP Order and the Secretary’s December 30, 2025 Notice, it continued to cooperate with Staff by attending multiple meetings, responding to inquiries, and submitting further revisions in an effort to reach an acceptable resolution. Median understood the Secretary’s December 30, 2025 Notice as deferring the

⁶¹ Cases 15-M-0127, 12-M-0476 & 98-M-1343, Ruling on Extension Request (issued Oct. 21, 2022) at 1 (describing the customer-transfer directive in the Order Regarding Energy Service Company Waivers (issued July 15, 2022) at 19).

⁶² Cases 15-M-0127, 12-M-0476 & 98-M-1343, Ruling on Extension Request, Letter from Michelle L. Phillips, Secretary, to Yvonne E. Hennessey, Esq. (issued Oct. 21, 2022) at 1-2.

implementation of the compliance deadlines for the renewal and consent provisions Staff had identified in the HWP agreement. That interpretation was repeatedly communicated to Staff during the parties' ongoing discussions. At the same time, Median continued participating in the review process, meeting with Staff, exchanging revisions, and evaluating potential contract updates, even while preserving its disagreement with Staff's interpretation. Median continued to offer the previously approved HWP based on its understanding that there was a reasonable basis to conclude that the existing HWP offering remained authorized while Staff's review of the contract revisions submitted through the triennial process remained pending. That conduct was not concealed from Staff, as Median continued posting its HWP offers on PTC for new customer enrollments, as reflected in Exhibit 1. Staff disagreed with Median's interpretation and conduct. That disagreement is significant, but it is not the same as an ESCO creating and selling a home-warranty product that Staff had never reviewed or approved in any form.

Median's response once Staff raised the issue also weighs strongly against an inference of deliberate noncompliance. Staff notified Median on April 2, 2026 that HWP offers remained on PTC and directed their removal. Median disabled the HWP offers on April 3 and confirmed that removal in an April 8 email.⁶³ Although Median continued to disagree with Staff's interpretation, it agreed to make the requested revisions and submitted a revised HWP agreement on April 21, 2026 incorporating the renewal and affirmative-consent language. In doing so, Median expressly preserved its legal position regarding the effect of the Secretary's extension.⁶⁴ The added provision required express consent for a renewal involving a material change and provided that, without that consent, a residential customer or commercial customer solicited door to door would be returned to utility service.⁶⁵

⁶³ 2026 NOAV Response at 1-3 & App. A.

⁶⁴ 2026 NOAV Response at 2-3; Exhibit 4 at 1 (identifying the HWP agreement submitted April 21, 2026).

⁶⁵ 2026 NOAV Response at 3 n.1 (quoting the added provision: "Applicable to residential and commercial customers solicited door-to-door: If the renewal involves any Material Change, such as a change

On May 28, 2026, Staff approved the revised HWP agreement for use, describing the updates as revisions to term length and customer-consent language.⁶⁶ Staff also issued a revised triennial eligibility letter listing Home Warranty Electric and Home Warranty Gas among Median's current eligible mass-market products. That sequence supports Median's position that the issue concerned discrete contract revisions to an existing HWP, not the introduction of an entirely new product. In its 2026 NOAV Response, Median also disclosed that 463 mass-market customers had enrolled and commenced service on an HWP during the relevant period, produced a spreadsheet identifying those enrollments, provided customer contracts and the form of sales agreement used, and explained its interpretation of the approval history. The broker-disclosure issue in Allegation 7 was identified only because Median produced those agreements to Staff.⁶⁷

At most, Median and Staff disagree over the legal effect of Staff's direction in the January 2026 Eligibility Letter in light of the prior approval and the extended UBP deadlines. That disagreement does not demonstrate concealment, refusal to cooperate, or a pervasive disregard of Commission authority. Median promptly removed the challenged PTC offers once Staff objected, revised the agreement to address Staff's requested renewal and consent language, and obtained Staff approval of the revised agreement for use on May 28, 2026.⁶⁸

G. Allegation 7 - Broker Compensation Disclosure

The OTSC alleges that the customer agreements produced by Median for the January 21 through May 8, 2026 period failed to include the broker compensation disclosure required by UBP Section 5.B.4.k and the Commission's June 23, 2023 broker-registration order. Median does not dispute that the customer agreement form used during the relevant period omitted the required

in rate or product type, express consent is required. Without such consent, the customer will be returned to utility service.").

⁶⁶ Exhibit 4 at 1.

⁶⁷ 2026 NOAV Response at 1-3 & Apps. C (customer schedule), C-1 (executed examples), and D (sales agreement form); OTSC at 10-11.

⁶⁸ 2026 NOAV Response at 1-3; OTSC at 9-11; Exhibit 5, May 2026 Letter of Eligibility.

disclosure. Median acknowledges that omission as a compliance deficiency and corrected the form before the OTSC was issued.⁶⁹

The nature of the allegation matters to the sanction analysis. The OTSC does not allege that Median withheld the agreements; Median produced them. Nor does the OTSC identify customer harm caused by the omitted disclosure, a false compensation statement, or a scheme to conceal broker payments. The Commission has credited that kind of candor. In *Atlantic*, it noted Staff's assessment that Atlantic had been cooperative and forthcoming, citing Atlantic's voluntary report of potential load errors to Staff, even though that report led to the NOAV in that case.⁷⁰ Median's production of the agreements that gave rise to Allegation 7 should weigh the same way.

In preparing the 2026 NOAV Response, Median realized that the required broker-compensation language had been prepared on a different version of the 2023 HWP agreement than the one that was used to enroll customers between January 21, 2026 and April 11, 2026, the day before Median paused marketing activity. Median corrected the issue before New York sales resumed on June 10, 2026, and supplemented its contract-review measures with verification that approved revisions are incorporated into the agreement used for enrollments. Those steps addressed the implementation issue before the OTSC was issued. Median respectfully submits that this allegation should be addressed through cure and preventive controls, not revocation.

IV. THE ALLEGATIONS DO NOT ESTABLISH A PERVASIVE DISREGARD OF THE UBP

Staff characterizes the seven allegations collectively as numerous instances extending across Median's business practices and potentially reflecting a pervasive disregard of the UBP and Commission orders.⁷¹ That characterization gives insufficient weight to the different nature, timing, proof, and remedial status of each allegation.

⁶⁹ OTSC at 11, 13; UBP Sec. 5.B.4.k.

⁷⁰ Atlantic Settlement Order at 7 n.9.

⁷¹ OTSC at 13.

The first two allegations are acknowledged reporting lapses that were corrected in 2025 and addressed with specific recurring controls. Allegations 3 through 5 remain factually disputed, and Median has identified contemporaneous records, including the challenged contract history, TPVs, and no-service outcomes, that materially undermine the inference Staff draws from customer complaint characterizations. Allegation 6 arose from a regulatory interpretation concerning continued use of a previously approved product and agreement while revisions were under review; Median removed the challenged PTC offers the day after Staff’s April 2, 2026 objection and cooperated fully. Allegation 7 is a contract-disclosure issue discovered through the agreements Median supplied to Staff itself.

The chronology also does not show recurrence of the discrete reporting violations that Median acknowledged in response to the 2025 NOAV. Median implemented specific controls addressing vendor disclosure and Power to Choose reporting, and the post-NOAV record reflects continued compliance with those requirements. As discussed in Section III.G, Median also added a check to confirm that revised contract language is included in the agreements used for customer enrollments. With respect to the remaining allegations, Median responded by suspending affected sales activity where appropriate, investigating the underlying conduct, revising training and verification procedures, correcting contract controls, and responding to Staff’s directions.⁷²

The Commission should also distinguish between a compliance program that experienced gaps and an enterprise that is unwilling or unable to comply. Median has devoted management attention and resources to the former: dedicated compliance oversight, vendor onboarding controls, recertification, script changes, random TPV audits, centralized contract management, recurring compliance calendars, and legal review. Those measures go directly to the Commission’s core concern—whether Median can operate prospectively in a compliant manner.

⁷² 2025 NOAV Response at 3, 6-11; 2026 NOAV Response at 1-3.

The more recent chronology reinforces that point. In April 2026, Median paused all New York sales and did not resume sales until June 10, after the corrected broker-disclosure language had been incorporated into the customer agreement used for enrollments. Median also has retained PTC screenshots reflecting New York gas and electric offers from August 2025 through September 2026, subject to the period of the sales pause. These are concrete examples of Median responding to identified compliance issues by stopping activity, correcting the relevant control, and verifying ongoing compliance before and after resuming sales.

V. REVOCATION OR OTHER PUNITIVE CONSEQUENCES ARE NOT WARRANTED

UBP Section 2.D.6 contemplates a fact-specific assessment of the appropriate response to alleged or identified noncompliance, taking into account the nature and circumstances of the matter and its impact, among other relevant considerations.⁷³ The Commission's prior decisions reflect that approach, including consideration of an ESCO's response and the corrective measures implemented. Those decisions provide a useful framework for evaluating the circumstances presented here.

Without conceding the disputed allegations, Median further submits that the scope of the matters alleged, the customer outcomes, and the corrective measures described above independently weigh against revocation or additional consequences.

Any punitive measure should be proportionate to the conduct established in the record and the need to protect customers. Revocation is the most severe available remedy and should be reserved for circumstances in which lesser measures would not adequately address the conduct established in the record and protect customers.

Median's response addresses three critical elements: acknowledgment and cure of discrete violations, full cooperation with Staff's investigation, and implementation of enhanced controls designed to prevent recurrence. This combination addresses the proportionality factors in UB

⁷³ OTSC at 4-6, 13; UB Sec. 2.D.6.

Section 2.D.6 and demonstrates prospective compliance capacity, rendering additional punitive measures unnecessary. The distinction is critical: a proportionate assessment distinguishes those circumstances—discrete, cured violations—from conduct indicating that an ESCO poses an ongoing risk to customers or the regulatory framework.

The Commission’s most recent OTSC dispositions illustrate that distinction. In *Atlantic*, the Commission adopted a settlement and closed the proceeding despite Atlantic’s acknowledgments that it enrolled approximately 250 customers on non-compliant products and made 25 contract changes without required customer consent.⁷⁴ The Commission emphasized Atlantic’s voluntary cessation of marketing, customer refunds, corrective controls and training, and commitment to annual audits.⁷⁵ The settlement included a \$100,000 shareholder-funded civil penalty, but the Commission did not revoke Atlantic's eligibility.⁷⁶

The Commission’s April 2026 disposition of the NRG affiliate proceedings likewise reflects consideration of corrective action and customer relief. The omnibus OTSC alleged that nine affiliated ESCOs failed to comply with the UBP and multiple Commission orders, including through legacy-customer contracts, prohibited value-added products and services, retention of low-income customers, and a disclosure failure.⁷⁷ Although the affiliated ESCOs specifically denied various aspects of the allegations and made no admission of liability or wrongdoing, the Commission approved the settlement, fully resolving the claims asserted in the OTSC and closing the proceedings. The settlement expressly provided that the affiliated ESCOs’ eligibility would not be suspended, revoked, or restricted on account of the settled matters.⁷⁸ In both *Atlantic* and *NRG*, the Commission resolved the proceeding based on the corrective actions taken, the relief provided to customers, and

⁷⁴ Atlantic Settlement Order at 2, 5-8 & App. 1, §1.a.

⁷⁵ *Id.* at 6-7.

⁷⁶ *Id.* at 5.

⁷⁷ Cases 25-M-0516 *et al.*, Order Instituting Proceeding and to Show Cause (issued Sept. 23, 2025); *see* NRG Settlement Order at 5-6.

⁷⁸ NRG Settlement Order at 6-10 and 11, Ordering Clause 3; App. 1, §3.a (preservation of eligibility, subject to compliance with the settlement) and §3.g (no admission of liability).

the measures adopted to prevent recurrence, rather than by revoking eligibility.⁷⁹ These outcomes support consideration of a consequence tailored to the circumstances presented, particularly where the record does not reflect a deliberate effort to evade compliance obligations.⁸⁰

In its order revoking the eligibility of Polaris Power Services LLC (“Polaris”), the Commission tied revocation to both the breadth of the noncompliance and Polaris’s response to the identified issues.⁸¹ The Commission found that the violations were “not isolated events,” but encompassed “numerous instances of non-compliance” across the company’s business practices. It also found Polaris’s proposed rerating insufficient, noting the lack of supporting information for the calculation and that Polaris had not offered to move improperly enrolled customers to compliant mass-market contracts.⁸²

In the Polaris Revocation Order, the Commission cited, among other things, Polaris’s unreliable records and compliance processes, inconsistent and inaccurate statements to Staff, and failure to bring existing customers into compliance. On rehearing, the Commission emphasized that Polaris’s proposed customer refund increased from \$45,000 to \$156,408.99, concluding that the materially different calculations indicated an inability to determine accurately what customers were owed and reinforced the Commission’s lack of confidence in prospective compliance.⁸³

The Commission’s September 22, 2026 revocation of Mpower Energy LLC’s eligibility reflects its concerns regarding ongoing compliance and customer protection.⁸⁴ The Commission’s

⁷⁹ Atlantic Settlement Order at 6-7 & n.9; NRG Settlement Order at 9.

⁸⁰ Atlantic Settlement Order at 6-7; NRG Settlement Order at 9-10.

⁸¹ Case 24-M-0482, *Proceeding on Motion of the Commission to Seek Consequences against Polaris Power Services LLC for Violations of the Uniform Business Practices, Order Revoking Polaris Power Services LLC’s Eligibility to Serve Customers in New York* (issued July 22, 2025) (“Polaris Revocation Order”); *Order Denying Rehearing and Reconsideration and Confirming Denial of Eligibility* (issued Dec. 23, 2025) (“Polaris Rehearing Order”).

⁸² Polaris Revocation Order at 13–14.

⁸³ Polaris Revocation Order at 12-15; Polaris Rehearing Order at 20-23, 29-30.

⁸⁴ Case 23-M-0287, *Proceeding on Motion of the Commission to Seek Consequences against Mpower Energy LLC for Violations of the Uniform Business Practices, Order Revoking Mpower Energy LLC’s Eligibility to Serve Customers in New York* (issued Sept. 22, 2026) (“Mpower Order”) at 35-37.

September 2026 order identified ongoing violations it concluded Mpower had not timely or effectively cured,⁸⁵ and the resulting risk of customer harm. When Mpower resisted the Commission's interpretation of required customer protections, arguing that legacy customers need not transition to compliant terms, the Commission rejected the premise because under that reading, the Commission “could never incrementally strengthen consumer protections over time.”⁸⁶ The Commission found that Mpower's responses did not persuasively resolve the identified violations and that its internal compliance practices remained insufficient.⁸⁷ The Commission concluded that revocation was warranted to protect customers.⁸⁸

Median has remained engaged throughout this proceeding and has responded substantively to the compliance issues identified by Staff and the Commission. As discussed in Section III.F, the HWP disagreement concerned the legal effect of the Secretary’s December 30, 2025 Notice on the contract revisions Staff requested, in the context of the pending rehearing petitions and prior implementation extensions. Median did not contend that its HWP agreement could never require amendment once the Commission resolved the pending issues.

After Staff directed removal of the HWP offers on April 2, 2026, Median removed them the following day, submitted the revised agreement on April 21, and received approval to offer the HWP using the agreement inclusive of the Affirmative Consent Revision on May 28, 2026. Median likewise paused New York sales while addressing the broker-disclosure issue and corrected the disclosure before resuming sales on June 10, 2026. These actions reflect Median’s response to the identified concerns. Those circumstances fit more closely with *Atlantic* and *NRG*: discrete compliance issues capable of correction, remediation where necessary, and verification through targeted measures. They do not indicate an unwillingness or inability to comply with the Commission’s requirements.

⁸⁵ Mpower Order at 35-37.

⁸⁶ Mpower Order at 14.

⁸⁷ Mpower Order at 35.

⁸⁸ *Id.* at 35-37.

If the Commission determines that additional prospective assurance is warranted, Median is prepared, without conceding that any further consequence is necessary, to work cooperatively with the Commission to develop targeted compliance conditions tailored to any remaining concerns. Such conditions provide a constructive means to address the specific issues identified in the OTSC while preserving Median's eligibility and supporting continued compliance going forward.

VI. CONCLUSION

For the foregoing reasons, Median respectfully requests that the Commission determine that revocation of Median's eligibility to operate as an ESCO in New York is not warranted and decline to impose additional consequences under UBP Section 2.D.6. The seven allegations do not establish the pervasive disregard Staff suggests. They consist of two acknowledged and cured reporting lapses, three allegations Median materially disputes, a good-faith regulatory disagreement concerning a previously approved HWP, and a contract-disclosure issue that can be addressed through cure and document controls. Median welcomes the opportunity to meet with Staff to discuss resolution of the seven allegations and this proceeding.

Median further notes that FOIL Request No. R001882-081826 remains outstanding. Median has not delayed this Response pending that production and submits the merits response required by the September 28 deadline set by the Secretary. It respectfully reserves the right to seek leave to supplement this Response if responsive documents produced by the Department materially bear on the allegations addressed above.

Median has taken the concerns raised by Staff seriously, cooperated with Staff's investigations, and materially strengthened its compliance framework. Those measures, together with the facts addressed above, demonstrate that Median remains capable of operating in compliance with the UBP and Commission orders. To the extent the Commission concludes that further safeguards are

appropriate, tailored compliance conditions, rather than revocation, would fully protect customers and serve the purposes of the UBP.

Respectfully submitted,

/s/ Natara G. Feller

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Counsel for Median Energy Corp.

Dated September 28, 2026

Exhibit 1 – Power to Choose Offer History

Exhibit	Description
1-A	Central Hudson Gas & Electric Corporation (“CHUD”) Electric Offers
1-B	CHUD Gas Offers
1-C	Consolidated Edison Company of New York, Inc. (“ConEd”) Electric Offers
1-D	ConEd Gas Offers
1-E	Long Island Power Authority/PSEG Long Island LLC (“PSEG LI”) Electric Offers
1-F	Niagara Mohawk Power Corporation d/b/a National Grid (“NiMo”) Electric Offers
1-G	KeySpan Gas East Corporation d/b/a National Grid (“National Grid LI”) Gas Offers
1-H	The Brooklyn Union Gas Company d/b/a National Grid (“National Grid Metro”) Gas Offers
1-I	NiMo Gas Offers
1-J	New York State Electric & Gas Corporation (“NYSEG”) Electric Offers
1-K	NYSEG Gas Offers
1-L	Orange and Rockland Utilities, Inc. (“O&R”) Electric Offers
1-M	O&R Gas Offers
1-N	Rochester Gas and Electric Corporation (“RGE”) Electric Offers
1-O	RGE Gas Offers

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Offer History													
Offer ID	Rate	Min Contract Term	Cancellation Fee	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments
428707	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
428011	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
427209	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
426607	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425981	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425147	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425146	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422944	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422422	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
421668	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420629	Rate: 1.29 ccf EST Avg Price: \$374.10	36 Month(s)	None	No	Residential	Bennett, Henry	02/05/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420419	Rate: 0.99 ccf EST Avg Price: \$287.10	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/05/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420418	Rate: 0.99 ccf EST Avg Price: \$287.10	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418824	Rate: 0.99 ccf EST Avg Price: \$287.10	36 Month(s)	None	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418032	Rate: 0.99 ccf EST Avg Price: \$287.10	36 Month(s)	None	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416927	Rate: 0.99 ccf EST Avg Price: \$287.10	36 Month(s)	None	No	Residential	Bennett, Henry	11/10/2025	Bennett, Henry	12/05/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416143	Rate: 0.99 ccf EST Avg Price: \$287.10	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	11/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416142	Rate: 0.99 ccf EST Avg Price: \$287.10	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
414746	Rate: 0.99 ccf EST Avg Price: \$287.10	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
413241	Rate: 0.99 ccf EST Avg Price: \$287.10	36 Month(s)	None	No	Residential	Bennett, Henry	08/11/2025	Bennett, Henry	09/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).

documents.dps.ny.gov/custom/ESCO/ViewESCOHistroy.aspx

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Exhibit 1-D – Price-To-Compare: ConEd Gas Offers

Offer History													
Offer ID	Rate	Min Contract Term	Cancellation Fee	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments
428708	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
428010	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
427210	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
426606	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425982	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425145	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425144	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422945	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422421	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
421669	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420628	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/05/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420415	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/05/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420414	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418826	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418030	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416929	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	11/10/2025	Bennett, Henry	12/05/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416139	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	11/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416138	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
414748	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
413239	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/11/2025	Bennett, Henry	09/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).

Exhibit 1-E – Price-To-Compare: Long Island Power Authority (PSEG LI) Electric Offers

Offer History														
Offer ID	Rate	Min Contract Term	Cancellation Fee	Renewable Energy Offer	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments
428717	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
428016	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
427219	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
426612	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425991	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425157	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425156	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes EDP Compliant: Yes	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422954	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422427	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
421678	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420429	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420428	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes EDP Compliant: Yes	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418834	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418037	Rate: 0.2290 kWh EST Avg Price: \$160.30	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).

Exhibit 1-F – Price-To-Compare: National Grid Electric Offers

[illegible]

Exhibit 1-G – Price-To-Compare: National Grid in Long Island Gas Offers

Offer History													
Offer ID	Rate	Min Contract Term	Cancellation Fee	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments
428703	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
428015	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
427205	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
426611	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425977	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425155	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425154	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422940	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422426	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
421664	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420633	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/05/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420413	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/05/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420412	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418827	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418029	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
417350	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	11/20/2025	Bennett, Henry	12/05/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).

Exhibit 1-H – Price-To-Compare: National Grid in Metro Gas Offers

Offer History													
Offer ID	Rate	Min Contract Term	Cancellation Fee	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments
428704	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
428014	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
427206	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
426610	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425978	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425153	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425152	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422941	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422425	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
421665	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420632	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/05/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420417	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/05/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420416	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418825	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418031	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416928	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	11/10/2025	Bennett, Henry	12/05/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416141	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	11/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416140	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
414747	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
413240	Rate: 0.9990 therm EST Avg Price: \$299.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/11/2025	Bennett, Henry	09/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).

Exhibit 1-I– Price-To-Compare: National Grid in Upstate Gas Offers

Offer History													
Offer ID	Rate	Min Contract Term	Cancellation Fee	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments
428705	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
428013	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
427207	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
426609	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425979	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425151	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425150	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422942	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422424	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
421666	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420631	Rate: 1.2990 therm EST Avg Price: \$389.70	36 Month(s)	None	No	Residential	Bennett, Henry	02/05/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420423	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/05/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420422	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418822	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418034	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416925	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	11/10/2025	Bennett, Henry	12/05/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416147	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	11/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416146	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
414744	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
413248	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	08/11/2025	Bennett, Henry	09/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).

[illegible]

Exhibit 1-K– Price-To-Compare: NYSEG Gas Offers

Offer History													
Offer ID	Rate	Min Contract Term	Cancellation Fee	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments
428710	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
428008	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
427212	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
426604	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425984	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425140	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425139	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422947	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422419	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
421671	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420425	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420424	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418821	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418035	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416924	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	11/10/2025	Bennett, Henry	12/05/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416149	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	11/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416148	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
414743	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
413249	Rate: 0.99 therm EST Avg Price: \$297	36 Month(s)	None	No	Residential	Bennett, Henry	08/11/2025	Bennett, Henry	09/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).

[illegible]

Exhibit 1-M– Price-To-Compare: O&R Gas Offers

Offer History													
Offer ID	Rate	Min Contract Term	Cancellation Fee	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments
428706	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
428012	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
427208	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
426608	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425980	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425149	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425148	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422943	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422423	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
421667	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420630	Rate: 1.2990 ccf EST Avg Price: \$376.71	36 Month(s)	None	No	Residential	Bennett, Henry	02/05/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420421	Rate: 0.9990 ccf EST Avg Price: \$289.71	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/05/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420420	Rate: 0.9990 ccf EST Avg Price: \$289.71	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418823	Rate: 0.9990 ccf EST Avg Price: \$289.71	36 Month(s)	None	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418033	Rate: 0.9990 ccf EST Avg Price: \$289.71	36 Month(s)	None	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416926	Rate: 0.9990 ccf EST Avg Price: \$289.71	36 Month(s)	None	No	Residential	Bennett, Henry	11/10/2025	Bennett, Henry	12/05/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416145	Rate: 0.9990 ccf EST Avg Price: \$289.71	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	11/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416144	Rate: 0.9990 ccf EST Avg Price: \$289.71	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
414745	Rate: 0.9990 ccf EST Avg Price: \$289.71	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
413242	Rate: 0.9990 ccf EST Avg Price: \$289.71	36 Month(s)	None	No	Residential	Bennett, Henry	08/11/2025	Bennett, Henry	09/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).

Exhibit 1-N – Price-To-Compare: RGE Electric Offers

Offer History															
Offer ID	Rate	Min Contract Term	Cancellation Fee	Renewable Energy Offer	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments	
428715	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
428018	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
427217	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
426614	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
425989	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
425161	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
425160	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes EDP Compliant: Yes	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
422952	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
422429	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
421676	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
420441	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
420440	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes EDP Compliant: Yes	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
418828	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
418043	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: No	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
416930	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: Yes	No	Residential	Bennett, Henry	11/10/2025	Bennett, Henry	12/05/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
416163	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: Yes	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	11/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
416162	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes EDP Compliant: Yes	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
414749	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: Yes	No	Residential	Bennett, Henry	09/10/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	
413247	Rate: 0.19 kWh EST Avg Price: \$133	36 Month(s)	None	Renewable Energy Offer: Yes Percentage Green: 50% Energy Source: Hydroelectric, Solar, Wind EDP Compliant: Yes	No	Residential	Bennett, Henry	08/11/2025	Bennett, Henry	09/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).	

Exhibit 1-O – Price-To-Compare: RGE Gas Offers

Offer History													
Offer ID	Rate	Min Contract Term	Cancellation Fee	Guaranteed Saving	Service Class	Created By	Created Date	Updated By	Updated Date	Active	Archived	Value	Comments
428709	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2026			Yes	No	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
428009	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	08/25/2026	Bennett, Henry	09/10/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
427211	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	08/03/2026	Bennett, Henry	08/25/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
426605	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	07/13/2026	Bennett, Henry	08/03/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425983	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	06/23/2026	Bennett, Henry	07/13/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425143	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	06/23/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425142	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
425141	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	05/29/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422946	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	04/03/2026	Bennett, Henry	05/29/2026	No	Yes	No	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
422420	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	03/23/2026	Bennett, Henry	04/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
421670	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	03/04/2026	Bennett, Henry	03/23/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420427	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	03/04/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
420426	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	02/03/2026	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418820	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	12/29/2025	Bennett, Henry	02/03/2026	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
418036	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	12/05/2025	Bennett, Henry	12/29/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416923	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	11/10/2025	Bennett, Henry	12/05/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416151	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	11/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
416150	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	10/17/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
414742	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	09/10/2025	Bennett, Henry	10/17/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).
413250	Rate: 0.90 therm EST Avg Price: \$270	36 Month(s)	None	No	Residential	Bennett, Henry	08/11/2025	Bennett, Henry	09/10/2025	No	Yes	Yes	No cancellation fees, and one free month after 12 months. Comes with an HVAC home warranty covering up to \$1,000/year (deductible applies).

Exhibit 2 – Door-To-Door Badge

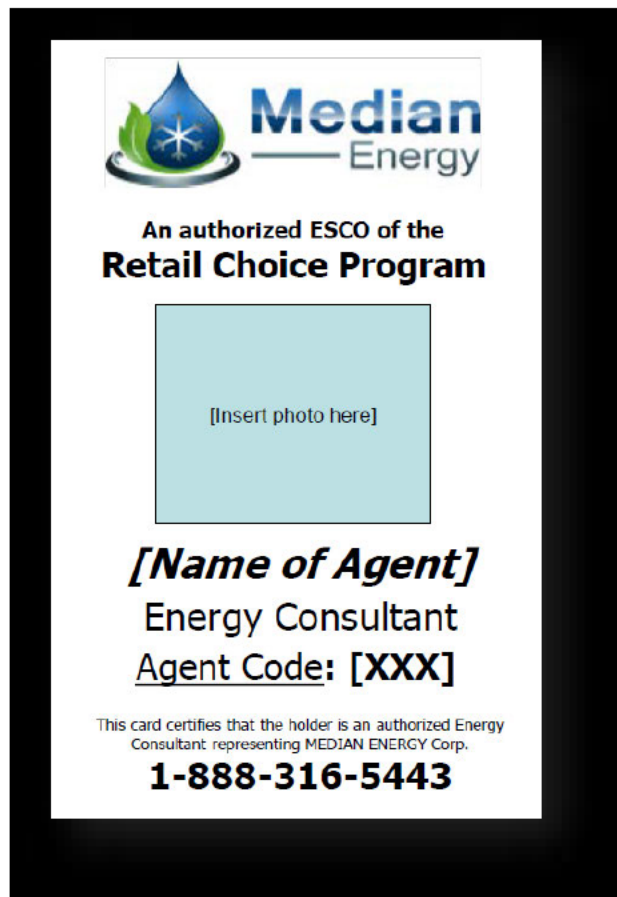


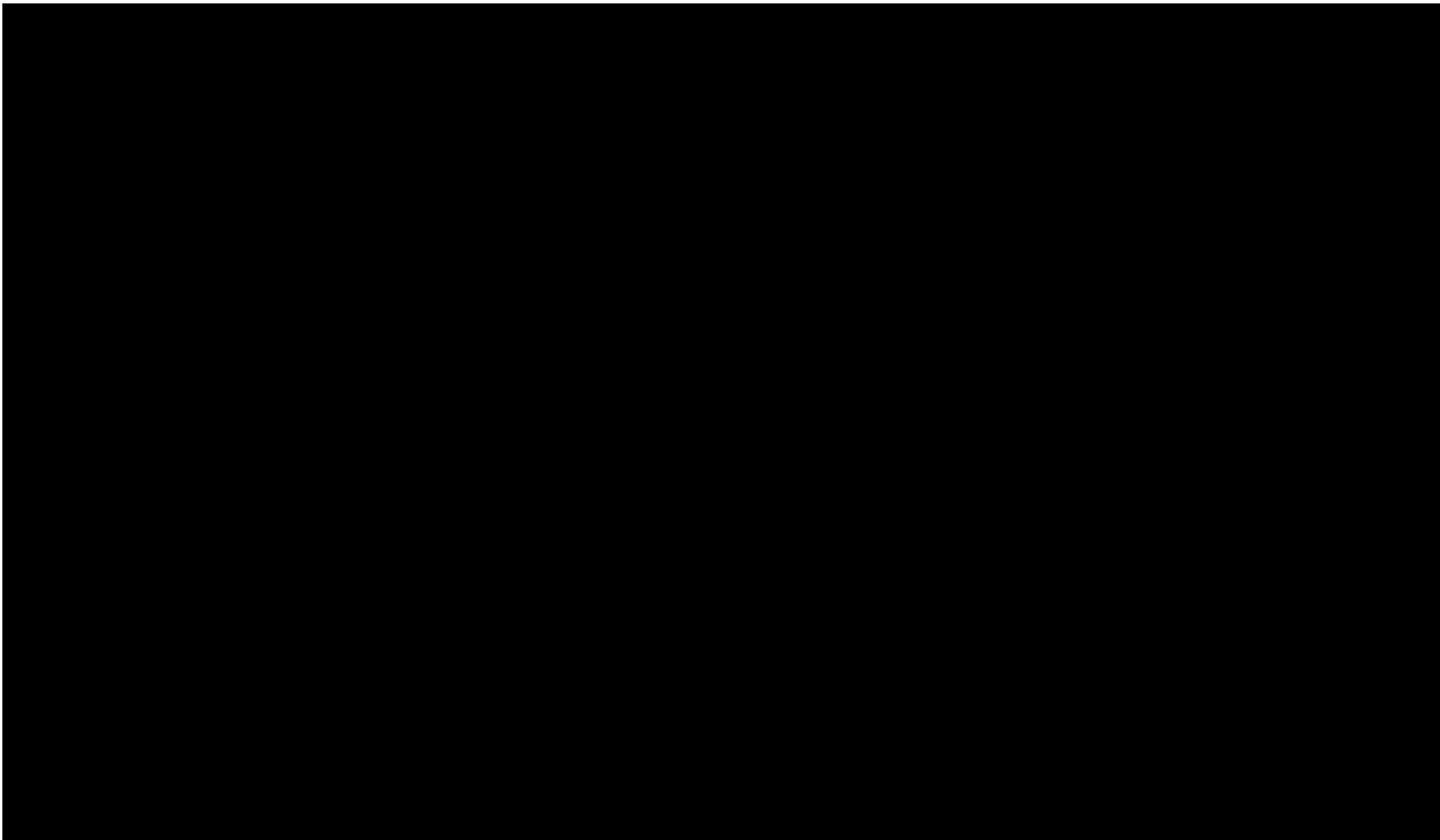
Exhibit 3 - Training Materials, Attestation Form and Code of Conduct

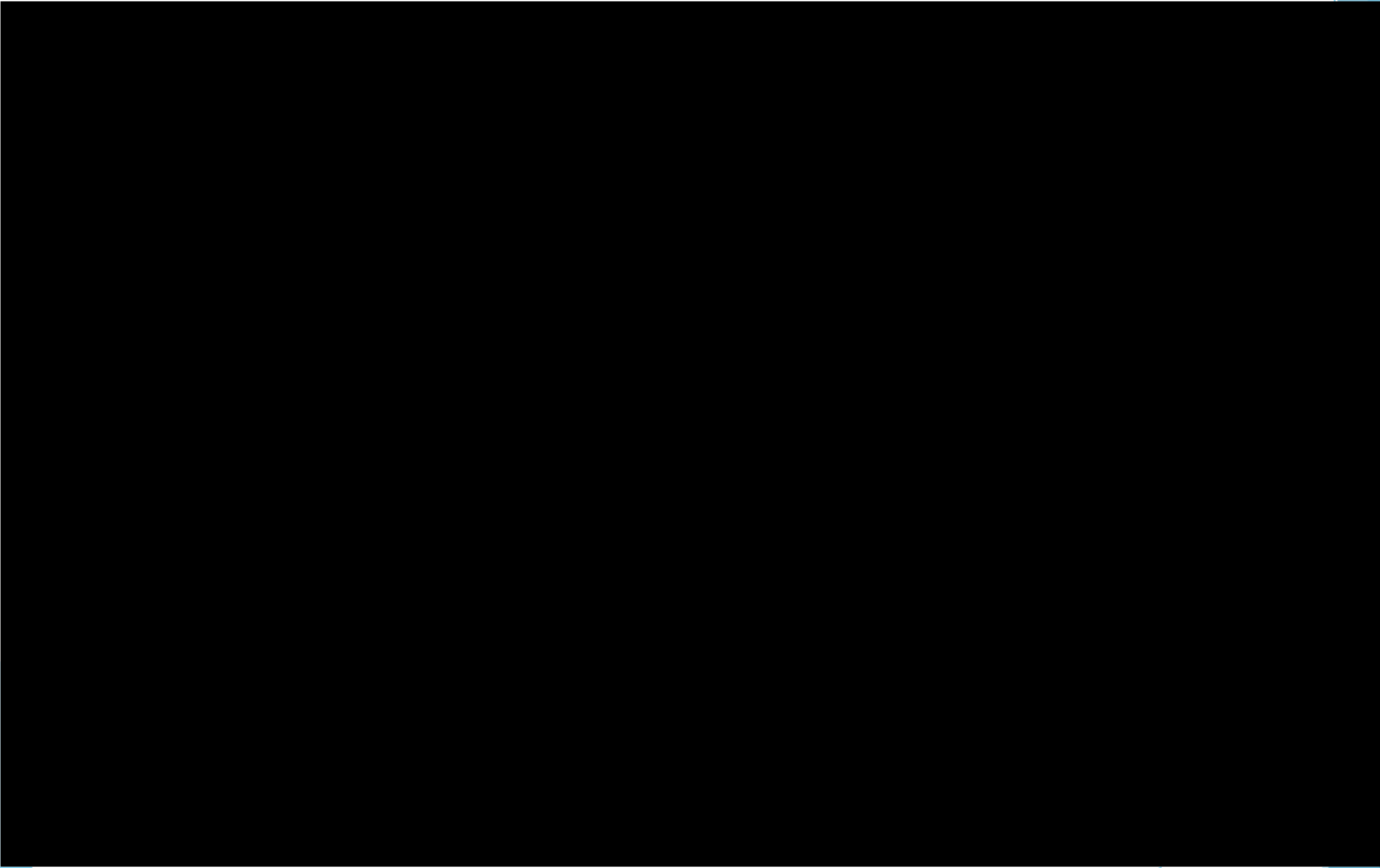
REDACTED

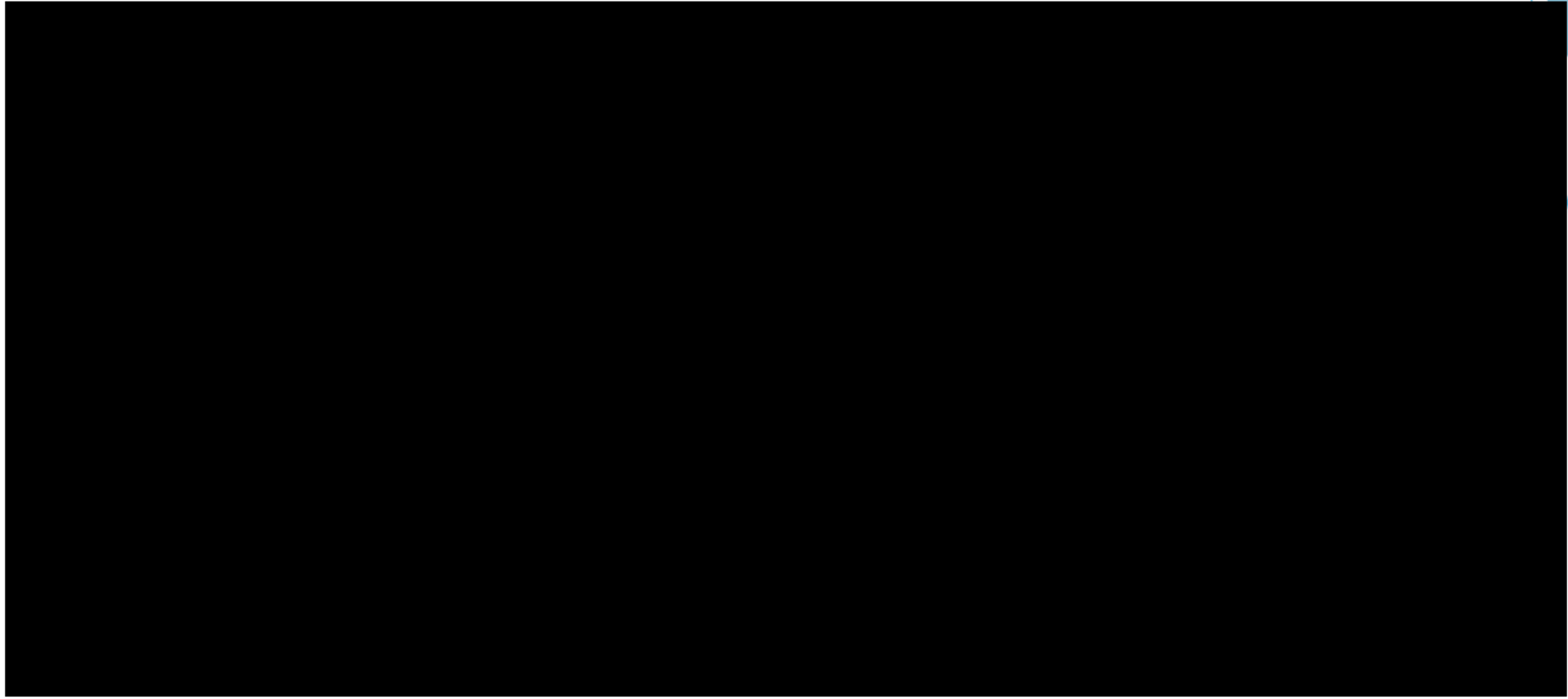


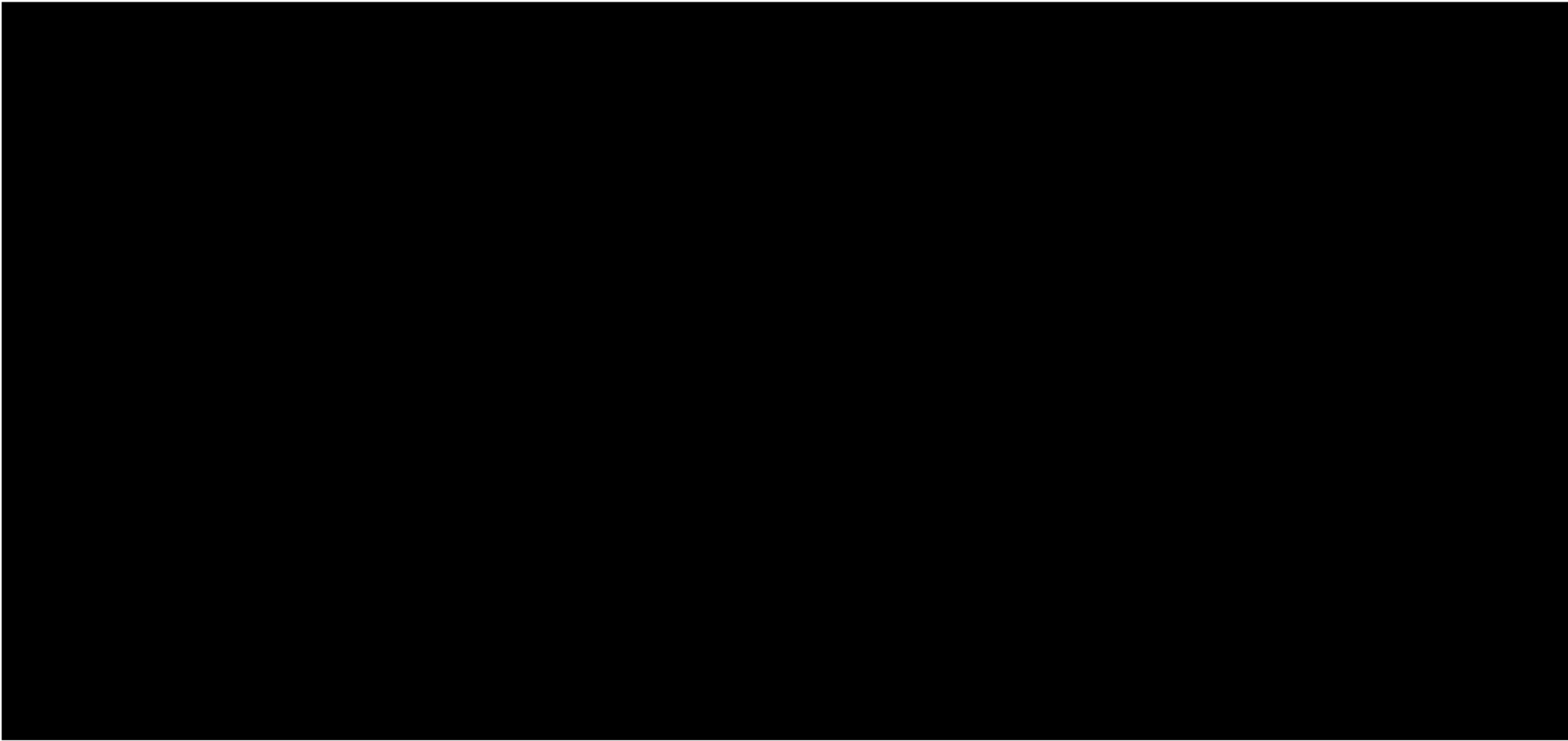
Median
— Energy

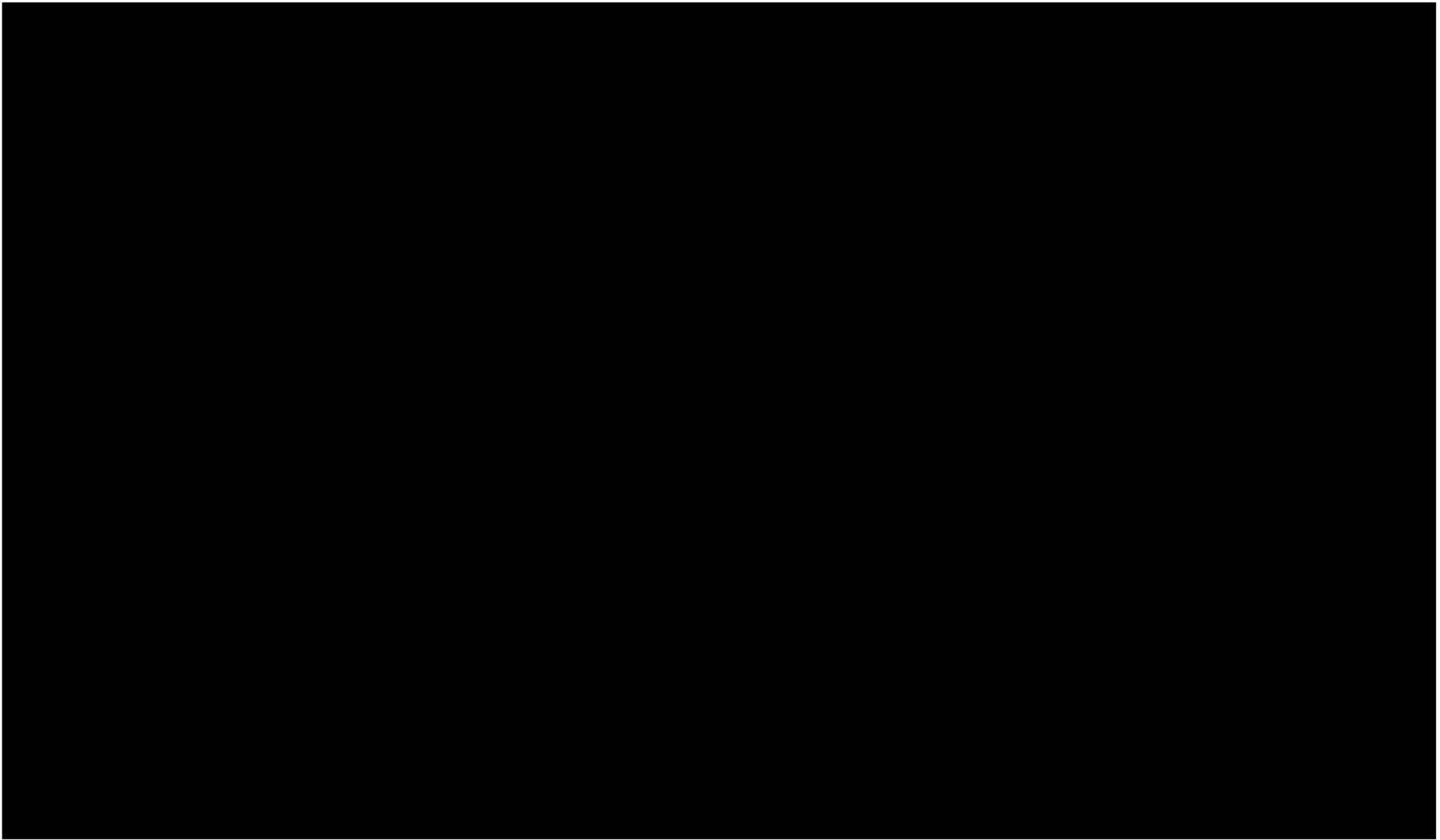


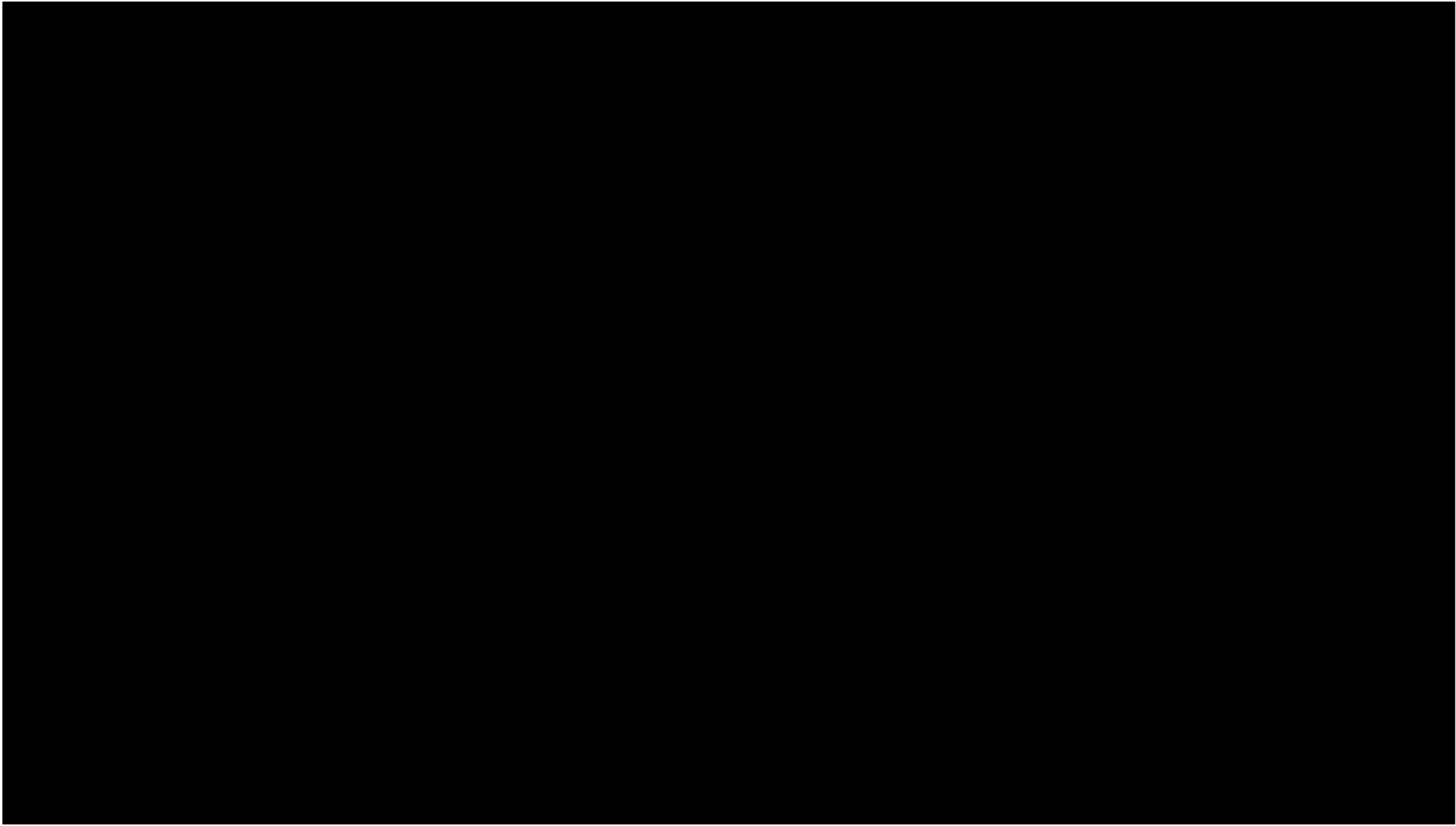




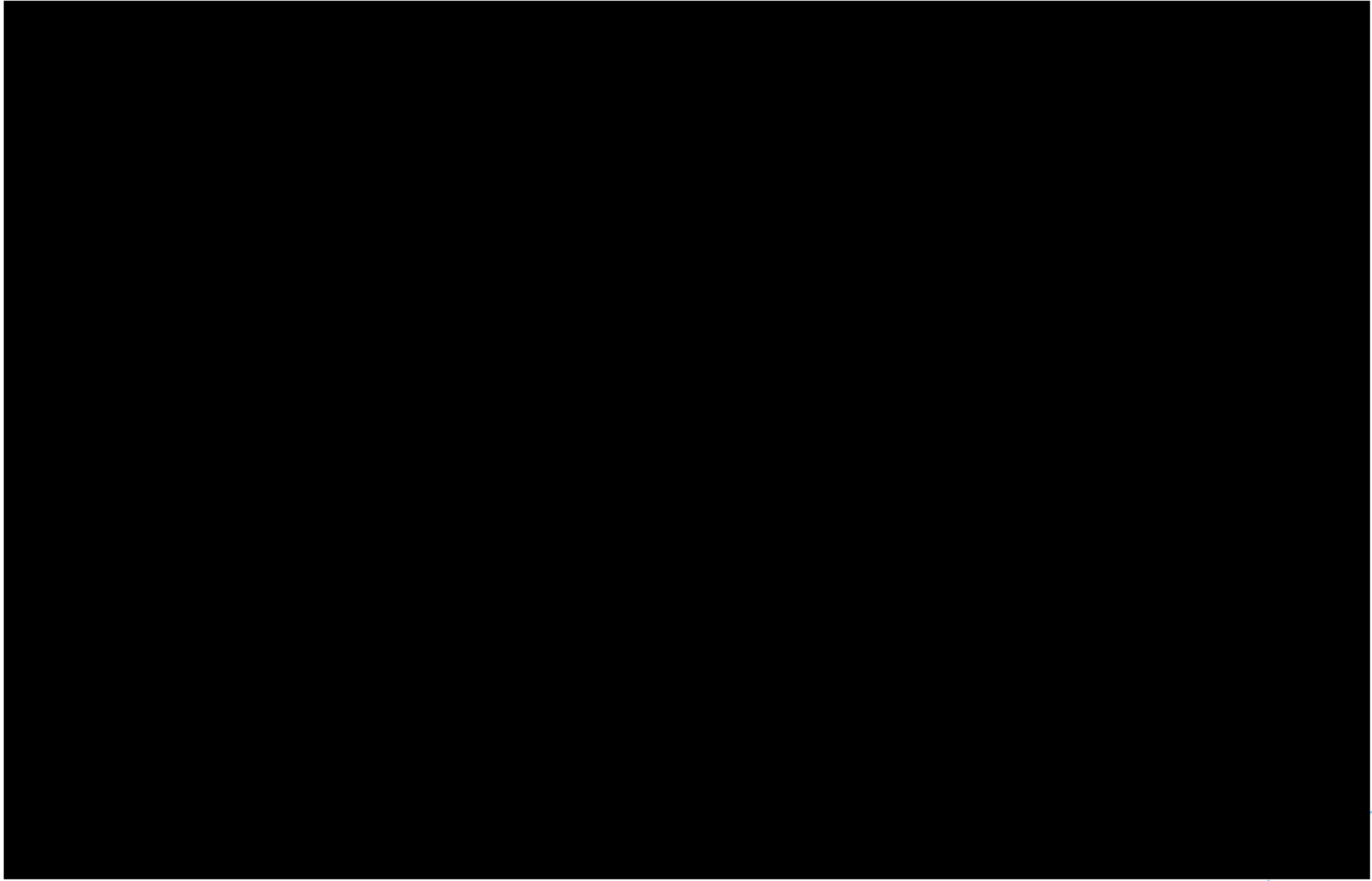


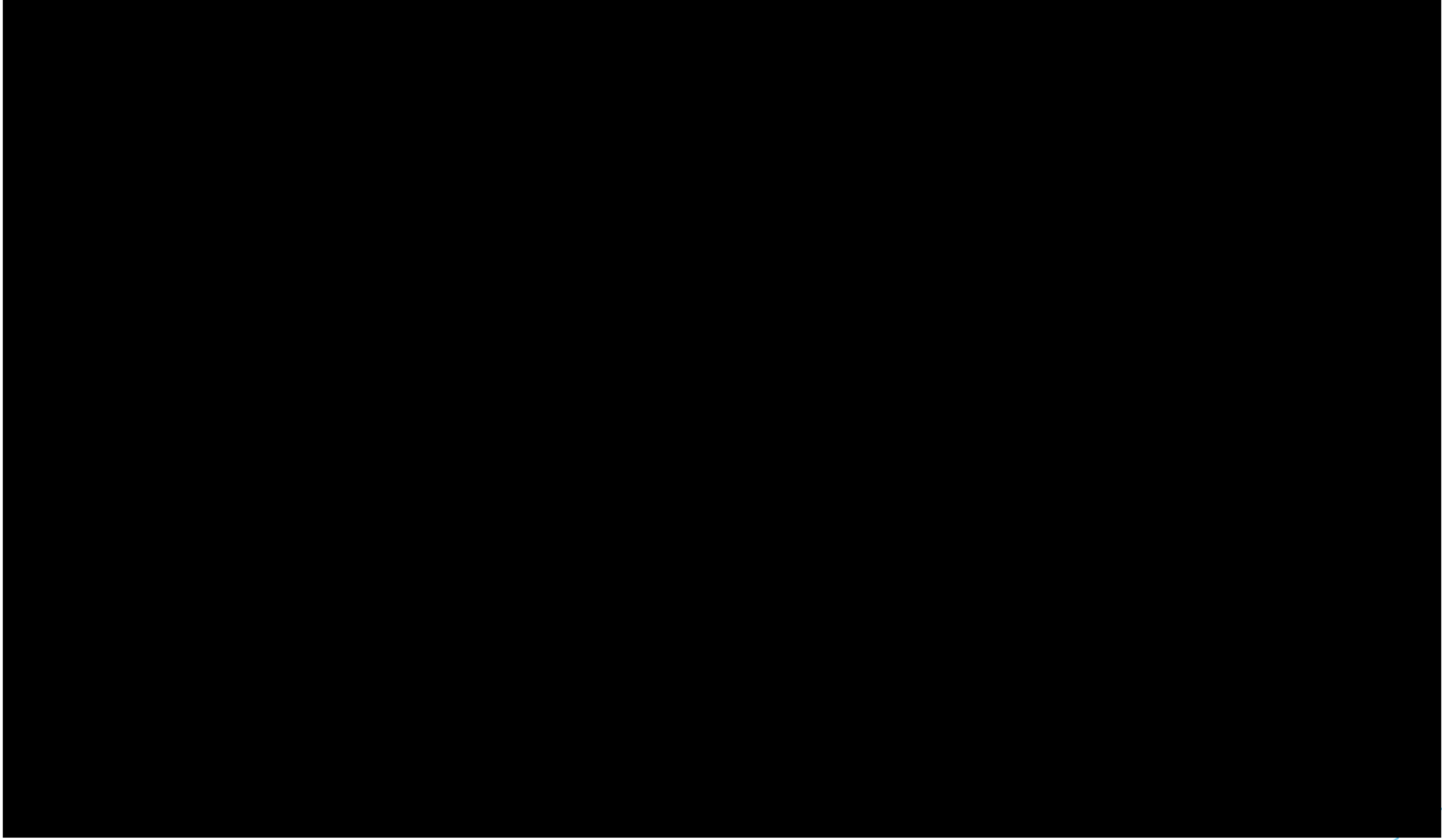


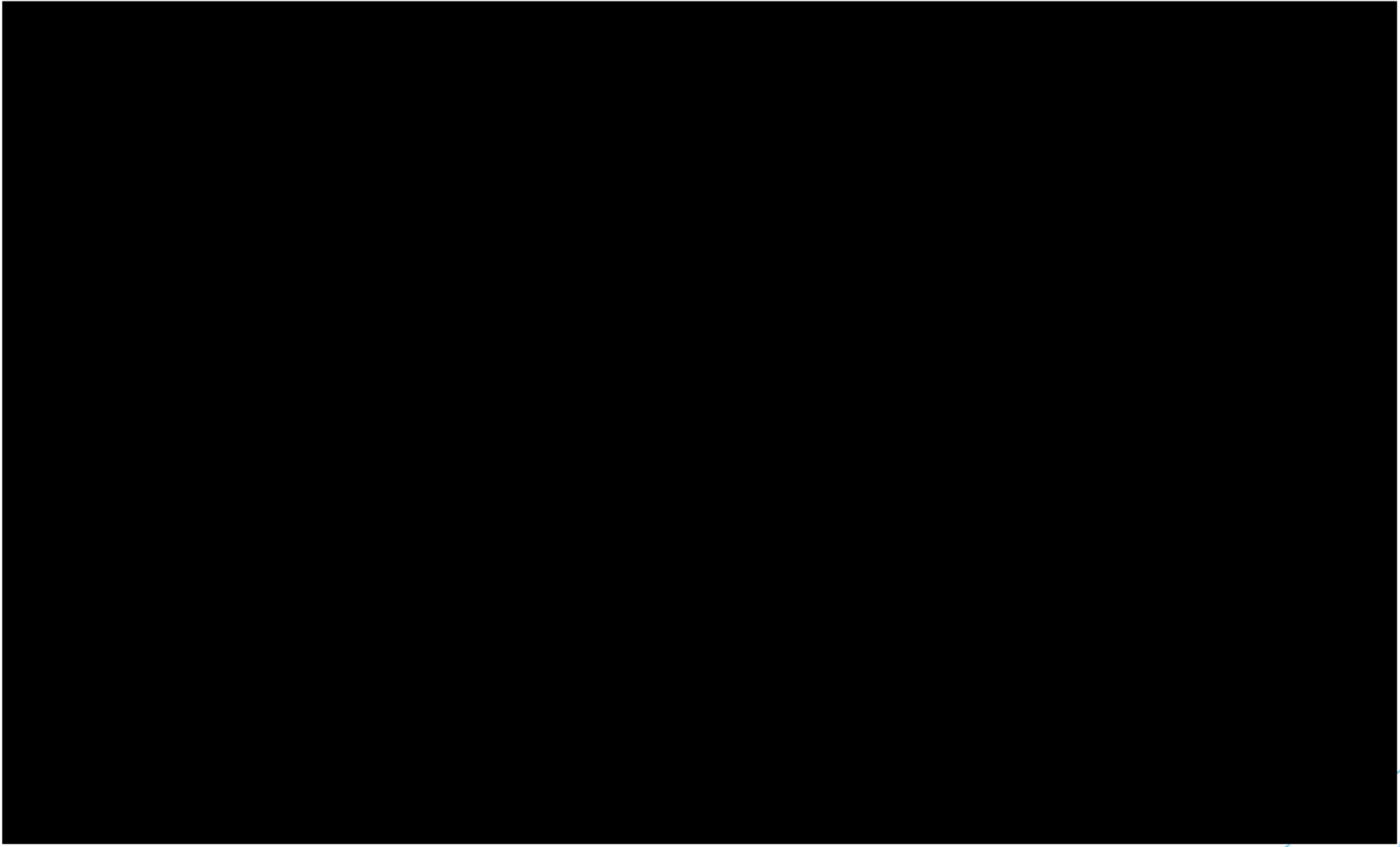


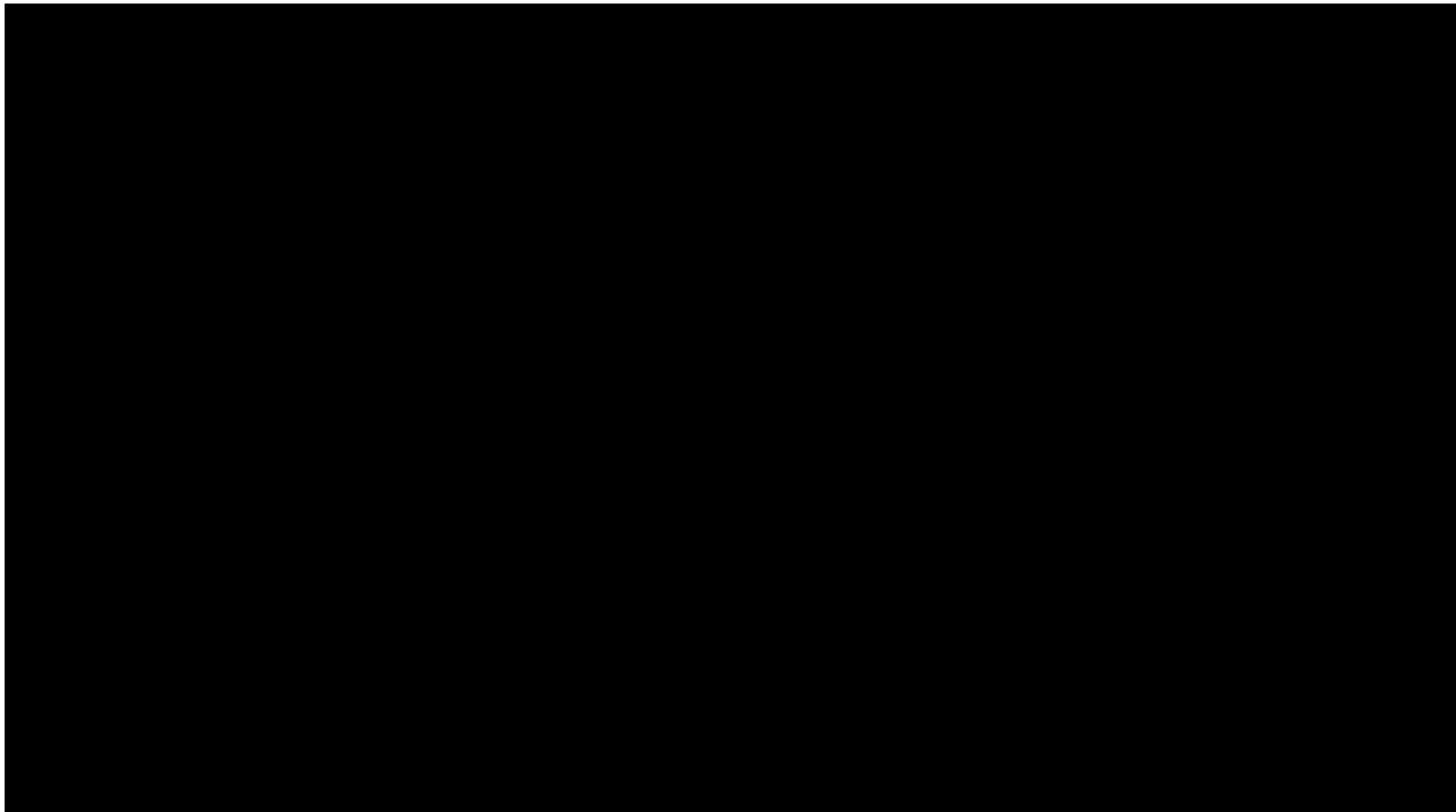


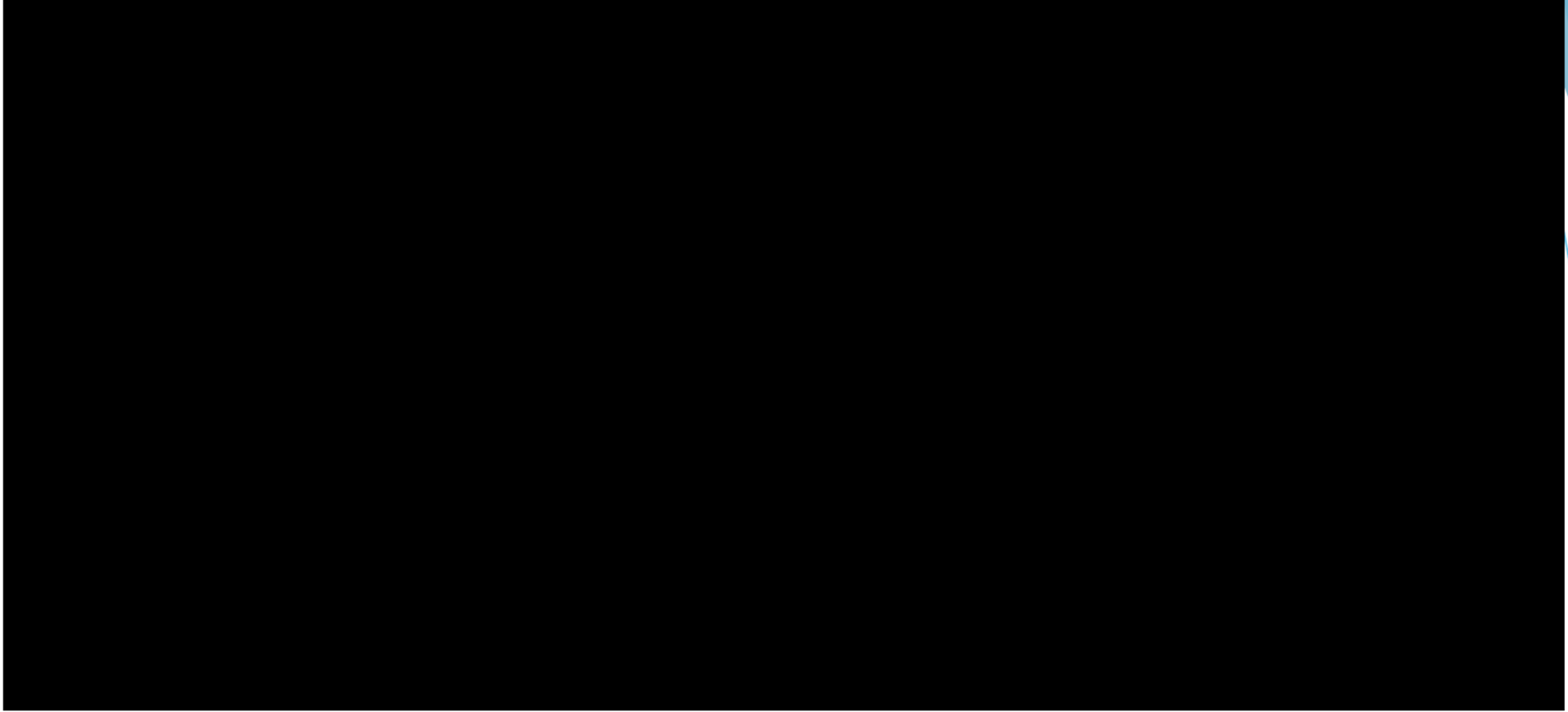


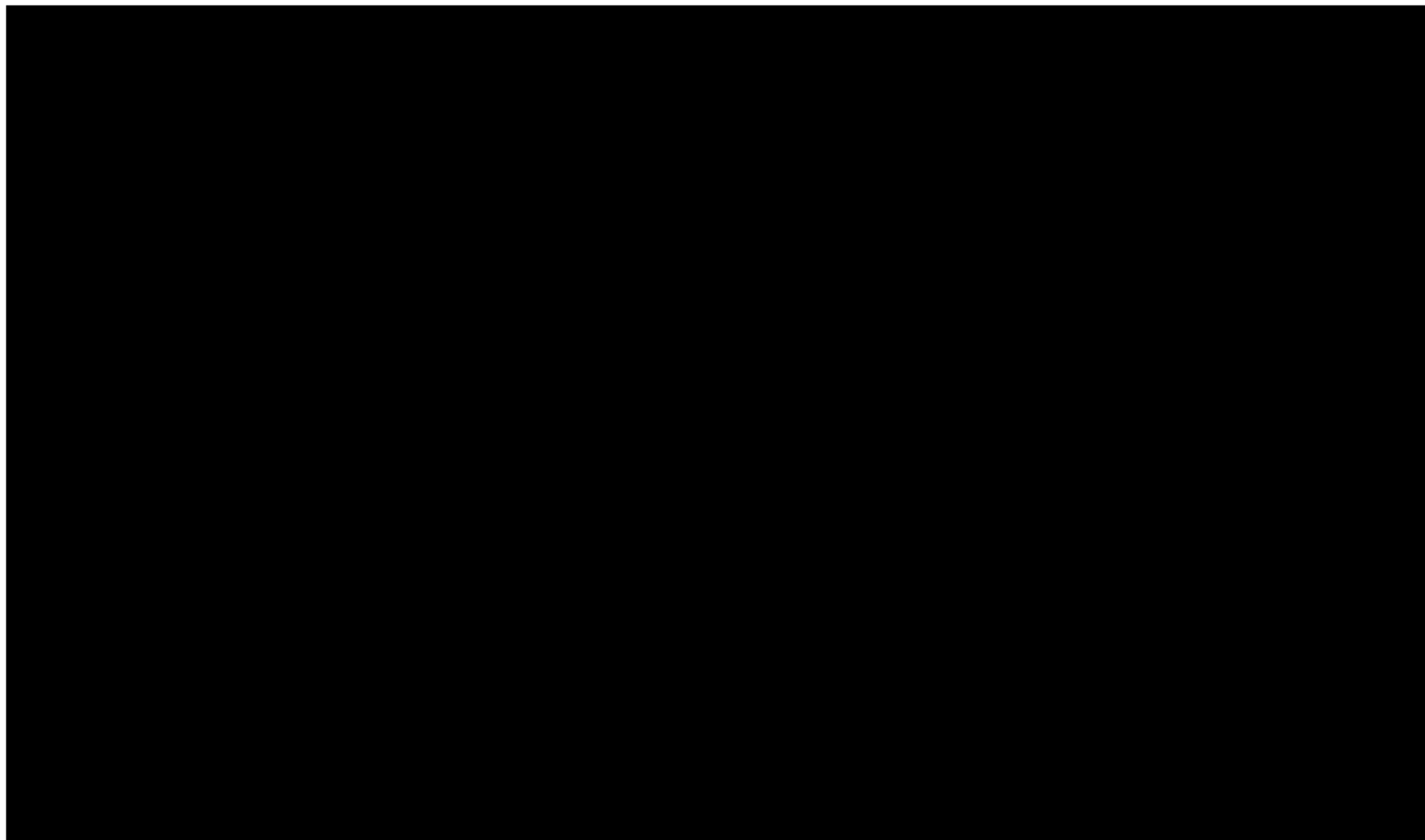


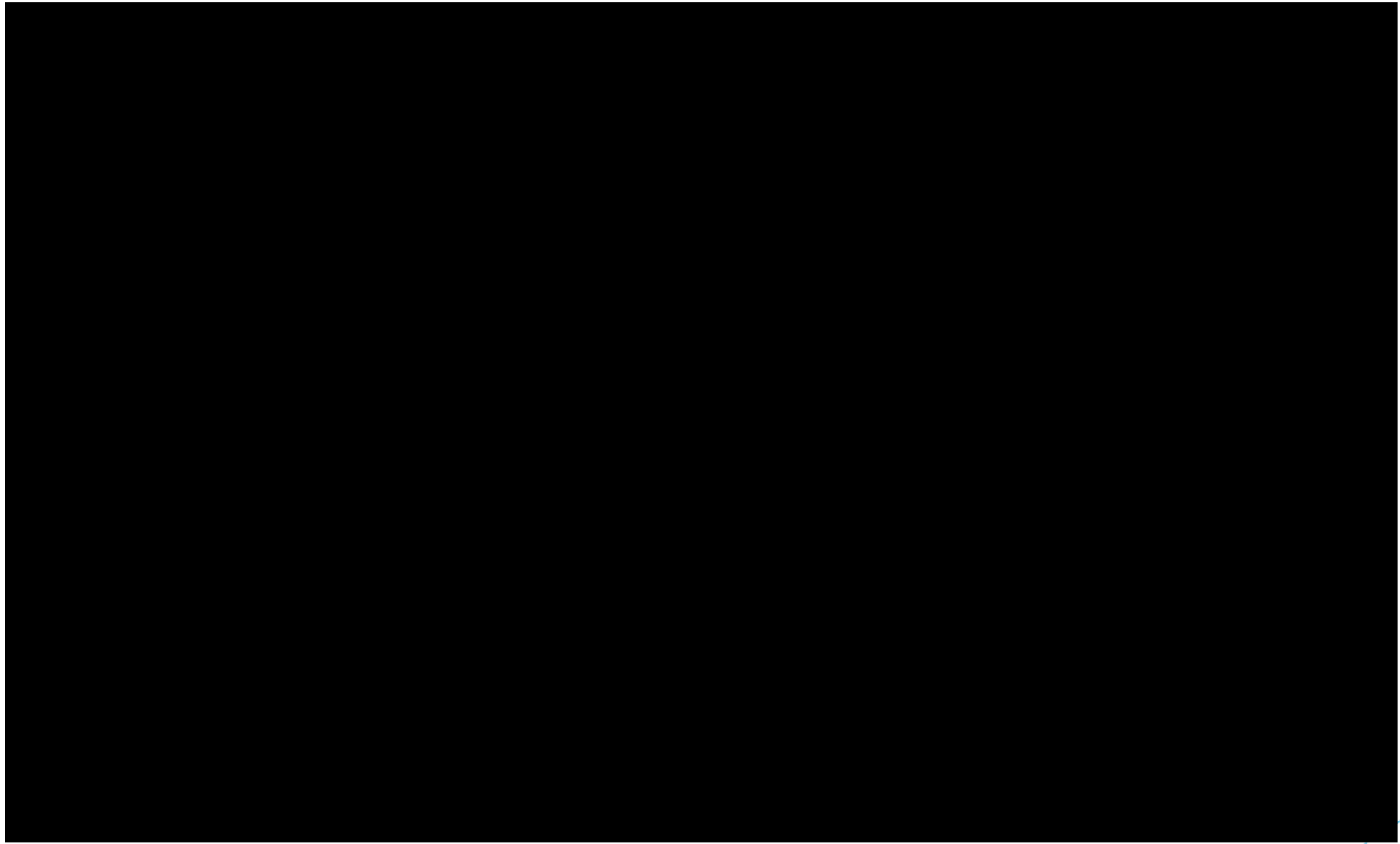


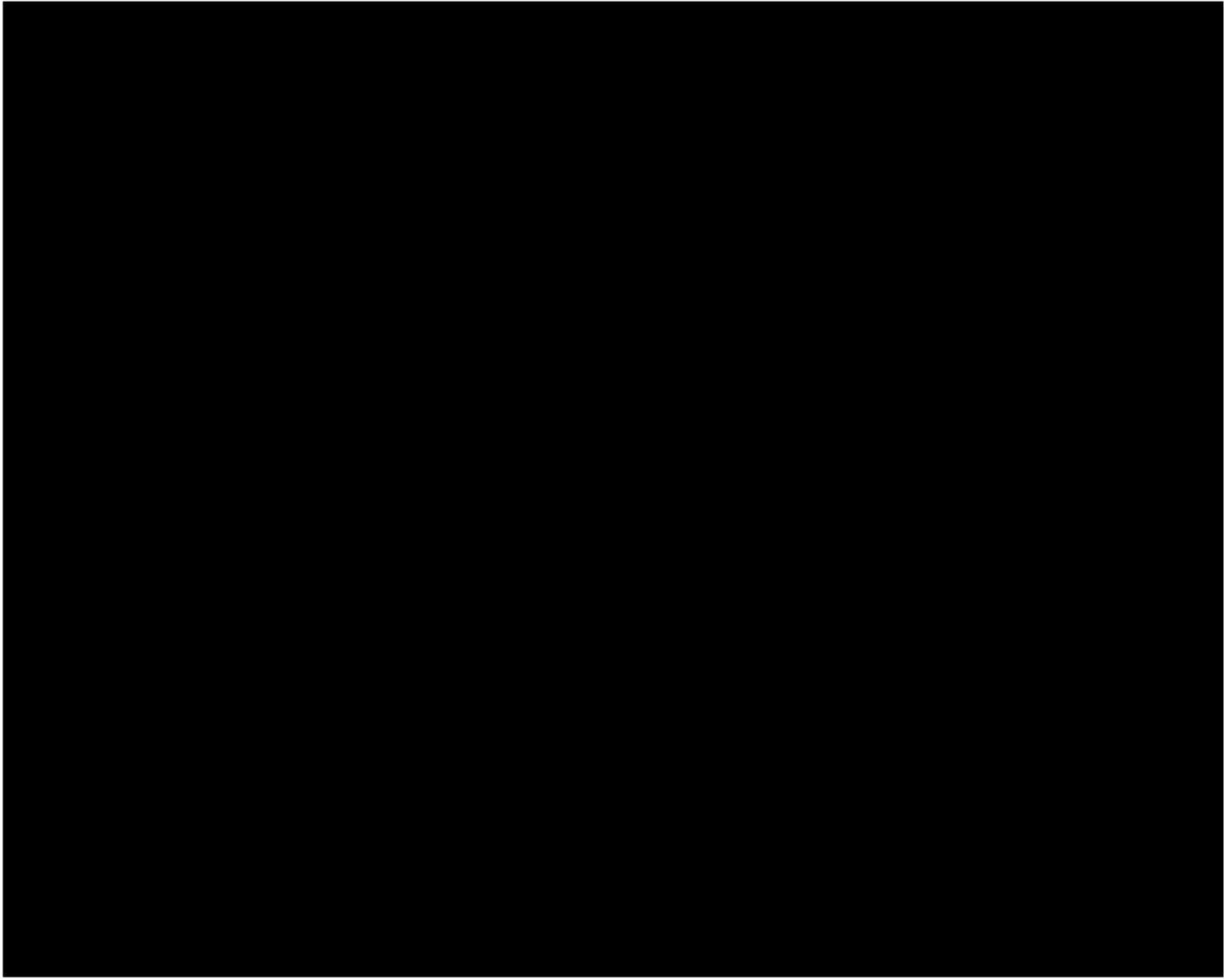


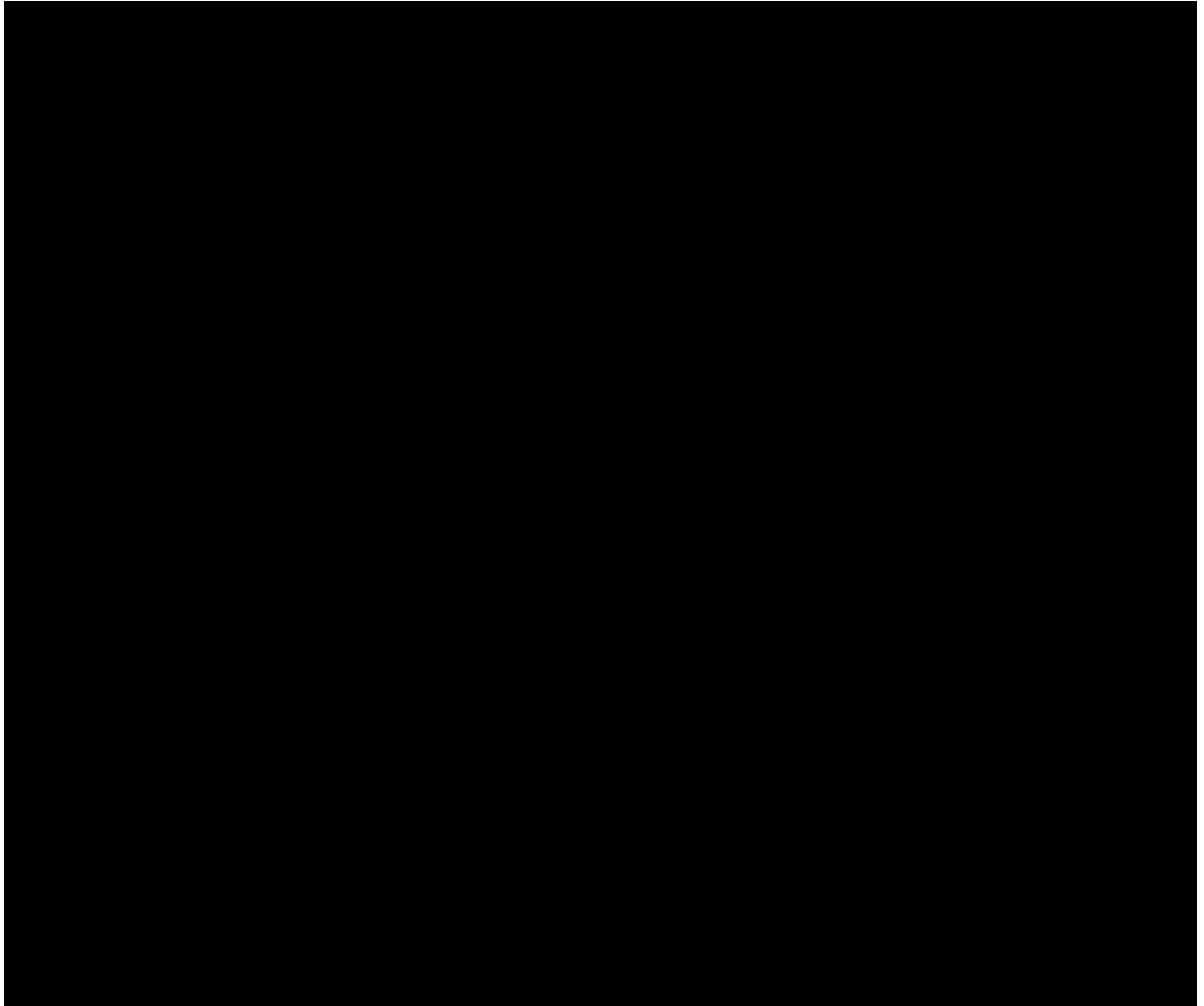












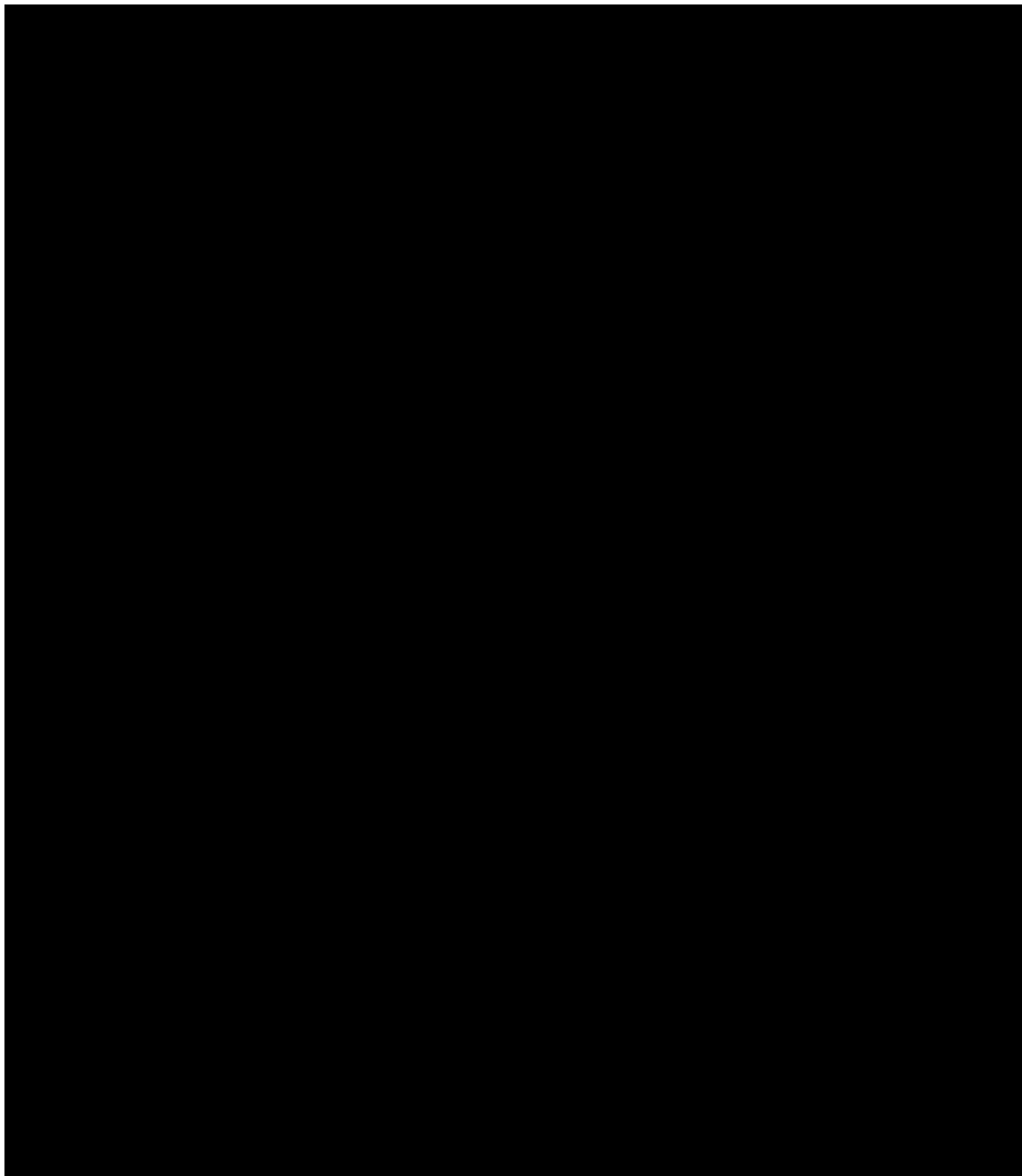


Exhibit 4 – May 28, 2026 Letter of Eligibility Cover Email

From: [Natará Feller](#)
To: [Palmieri, Michael \(DPS\)](#); all@medianenergy.com
Cc: [Taylor, Robin \(DPS\)](#); [Phalen, Jessica R \(DPS\)](#); [Dwyer, Francis \(DPS\)](#); [Binyomin Swerdlik](#)
Subject: Re: NYS ESCO Compliance: Median Energy Corp. - Updated Home Warranty Agreement and Revised Eligibility Letter
Date: Thursday, May 28, 2026 12:32:19 PM
Attachments: [Outlook-r00tpp0j.png](#)

Good Afternoon,

This is wonderful news. Thank you very much!

Natará

From: Palmieri, Michael (DPS) <Michael.Palmieri@dps.ny.gov>
Date: Thursday, May 28, 2026 at 1:00 PM
To: all@medianenergy.com <all@medianenergy.com>
Cc: Natará Feller <NataráFeller@feller.law>; Taylor, Robin (DPS) <Robin.Taylor@dps.ny.gov>; Phalen, Jessica R (DPS) <Jessica.Phalen@dps.ny.gov>; Dwyer, Francis (DPS) <Francis.Dwyer@dps.ny.gov>
Subject: NYS ESCO Compliance: Median Energy Corp. - Updated Home Warranty Agreement and Revised Eligibility Letter

External Email Warning!

Good afternoon,

Staff have reviewed and discussed Median Energy Corp.'s Home Warranty Sales Agreement for Electric and Natural Gas (submitted for review 4/21/26). The updates consisted of revisions to term length and included customer consent language as required by GBL 349-d. Staff finds these updates to be sufficient for matters of compliance. As such, the contract provided is approved for use.

Moving forward, Median should only enroll customers in a Home Warranty Product using this approved agreement.

Please also find attached a copy of a revised eligibility letter which includes Home Warranty Electric and Home Warranty Gas as eligible Mass Market Products.

Please feel free to contact me with any questions or concerns.

Regards,

Michael Palmieri (he/his)

NYS Department of Public Service

Office of Consumer Services – Retail Access Section

3 Empire State Plaza – Albany, NY 12223

michael.palmieri@dps.ny.gov – 518.485.8639



Exhibit 5 – May 28, 2026 Letter of Eligibility

May 28, 2026

Eli Konovich
Median Energy Corp.
1 Lethbridge Plaza, Suite 2
Mahwah, NJ 07430

RE: Triennial Filing UBP Section 2.D.2

Dear Eli Konovich:

The Department of Public Service has received your company's recent submittal made pursuant to Section 2.D.2 of the Uniform Business Practices (UBP). This letter acknowledges the submittal and the receipt of the document. This letter, however, does not constitute a determination that the company is in compliance with the UBP and applicable Commission Orders or is in good standing to provide energy services in New York.

LISTED BELOW IS AN OVERVIEW OF YOUR CURRENT ELIGIBILITY:

Commodity Eligibility	ELECTRIC GAS
Service Class Eligibility	Commercial/Industrial - Serving Residential - Serving Small Commercial - Serving
Product Eligibility (Required only for Mass Market Products)	Fixed Rate with 5% Price Cap Electric Fixed Rate with 5% Price Cap Gas Fixed Renewable Electric Home Warranty Electric Home Warranty Gas Variable Rate Guaranteed Savings Electric Variable Rate Guaranteed Savings Gas Variable Renewable Electric

Be advised, that to maintain your ESCO eligibility, you must notify Staff of any material changes to your company as they occur. If your business plan changes and you decide to expand your

service offerings, you must immediately submit the appropriate documentation for Staff review and determination of eligibility (UBP Section 2.D.4). Also, if you decide to withdrawal your eligibility, an official letter should be sent to the Department.

Sincerely,

Office of Consumer Services
Retail Access