

New York State Department of Public Service

**Energy Service Company (ESCO)
RETAIL ACCESS APPLICATION FORM**

New ESCO Applications should be submitted in DMM matter **15-00555**.
Current ESCOs updating information should file in DMM matter **14-02554**.
To register for an e-filer user account, please visit:

Use additional sheets as necessary

1. Business Information

Business Name: County Energy Corp.

Address: 18-73 42nd Street City: Astoria State: N.Y. ZIP: 11105
Telephone: 718.626.7000 Fax: 718.274.3730 Website: www.countyenergycorp.com

If you intend to market your services under other name(s) (e.g., d/b/a, alias) please list here:

Do you currently have any energy affiliates (including subsidiaries) located or operating within New York State? YES ___ NO X

If yes, please provide the contact information for any entity with an ownership interest of 10 percent or more in the company(ies) listed above?

Business Name: _____
Contact Person: _____
Address: _____
City: _____ State: _____ ZIP: _____
Telephone: _____ Fax: _____
Email: _____

During the previous 36 months, have any criminal or regulatory sanctions been imposed for any senior officer of the ESCO applicant, its subsidiaries or its energy affiliates listed above?
YES ___ NO X

If yes, please provide the following information:

Name: _____
Title: _____
Name: _____
Title: _____
Name: _____
Title: _____

2. Contact Information

Executive Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Executive Contact:

Name: David Rosner
Title: Vice President
Address: 18-73 42nd Street City: Astoria State: N.Y. ZIP: 11105
Telephone: 718.626.7000 Fax: 718.274.3730
Email: drosner@countyenergycorp.com

Regulatory Contact (INFORMATION REQUIRED)

THE REGULATORY CONTACT WILL RECEIVE ALL CORRESPONDENCE REGARDING COMPLIANCE FILINGS.

Please provide the contact information for the person designated as the Regulatory Contact:

Name: David Rosner
Title: Vice President
Address: 18-73 42nd Street City: Astoria State: N.Y. ZIP: 11105
Telephone: 718.626.7000 Fax: 718.274.3730
Email: drosner@countyenergycorp.com

Marketing Contact (INFORMATION REQUIRED)

Please provide the contact information for the person designated as the Marketing Contact:

Name: David Rosner
Title: Vice President
Address: 18-73 42nd Street City: Astoria State: N.Y. ZIP: 11105
Telephone: 718.626.7000 Fax: 718.274.3730
Email: drosner@countyenergycorp.com

Public Information for Power to Choose Website (INFORMATION REQUIRED)

Marketing web page: www.countyenergycorp.com
Customer Service Email: mlevi@countyenergycorp.com Toll Free Number: (844) 280-9088

Vendor Contact (IF APPLICABLE)

Please provide the following contact information for vendors you intend to use (e.g., EDI):

Vendor Name: Latitude Technologies
Address: 3345 Silverstone Drive, Suite A City: Plano State: TX ZIP: 75023
Contact Name: Mary Do
Telephone: 972-519-5451 ext. 116 Fax: 972-596-1384
Email: mary@latitudetech.net; edi@latitudetech.net

3. Eligibility Filing Requirements

Incomplete Applications, including eligibility filing requirements, will not be processed

See Attachments A-K Attached hereto.

The following must be provided with your completed application:

- Copy, and proof of acceptance, of your registration with the NYS Department of State
- Comprehensive copy of your standard Sales Agreement(s), including presentation of Customer Disclosure Statement
- Marketing Representative ID Badge
- Marketing Standards Quality Assurance Plan

- Sample forms of notices to be sent upon:
 - Assignment of sales agreements
 - Discontinuance of service
 - Transfer of 5000 or more customers to other providers
- Sample(s) of your billing format(s)
- Procedures you will use to obtain customer's authorization for historic usage and credit information
- Procedures you will use to enroll customers for supply service e.g. via telephone, via Internet or via written sales solicitation
- Copies of informational and promotional materials used for mass marketing purposes
- HEFPA documents, if providing energy supply to residential customers
- Internal procedures for the prevention of slamming or cramming
- Copies of modified Residential and Non-Residential Sales Agreements if you intend to participate in an ESCO Referral Program under the ESCO Contract Option
- Attestation that you will comply with the requirements of New York State's Environmental Disclosure Program, if you intend to serve electric customers
- NYS DPS Office of Consumer Services Service Provider Form

If any information required with this application package is not enclosed, please attach a detailed explanation, and when it will be provided.

See Attachments A-K annexed hereto

4. Identify the Types and Locations of Markets

Place an “x” in the applicable cells of the table below to 1) designate the individual Utility retail access programs in which you participate, or intend to participate, and the customer market(s) in each program you serve, or intend to serve 2) indicate the commodities you offer, or intend to offer, in each service territory, and 3) indicate the billing options you offer, or intend to offer, in each territory.

The designation “N/A” indicates that either a commodity or billing option is not available in a specific

Utility	Customer Markets		Commodity		Billing Options		
	Residential	Nonresidential	Natural Gas	Electricity	Utility Rate Ready Consolidated	Utility Bill Ready Consolidated	Single Retailer
Central Hudson						N/A	N/A
Con Edison	X	X	X	X		N/A	N/A
Coning NG				N/A	N/A	N/A	N/A
LIPA			N/A		N/A	N/A	N/A
Natl. Grid (Downstate)	X	X	X	N/A	N/A		N/A
Natl. Grid (Upstate)	X	X	X	X		N/A	N/A
NFG				N/A		N/A	
NYSEG					N/A		N/A
O&R	X	X	X	X		N/A	N/A
RG&E					N/A		N/A
St. Lawrence				N/A	N/A	N/A	N/A

service territory. Note that dual billing capability is required for all ESCOs and utilities.

5. Signature

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

Signature David Rosner Print Name DAVID ROSNER
 Title V.P. Date 7-22-15

County Energy Corp.
Retail Access Application Form

ATTACHMENTS A - K

ATTACHMENT A

Certificate of good standing.

Copy, and proof of acceptance, of your registration with the NYS Department of State.

See attached

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

I hereby certify, that the Certificate of Incorporation of COUNTY ENERGY CORP. was filed on 04/27/2012, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 14th day of July two
thousand and fifteen.*

Anthony Scardino

Executive Deputy Secretary of State

FILING RECEIPT

=====

ENTITY NAME: COUNTY ENERGY CORP.

DOCUMENT TYPE: INCORPORATION (DOM. BUSINESS)

COUNTY: QUEE

=====

FILED:04/27/2012 DURATION:PERPETUAL CASH#:120427000248 FILM #:120427000239

FILER:

EXIST DATE

CLINTON HILL FILING SERVICES INC
5816 12TH AVENUE

04/27/2012

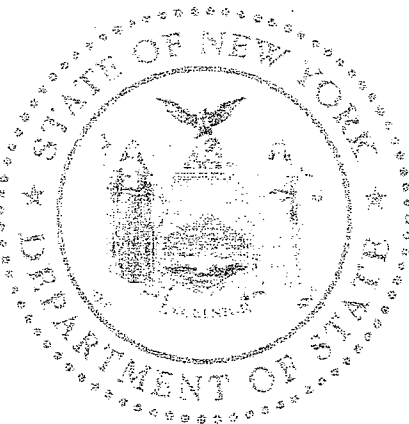
BROOKLYN, NY 11219

ADDRESS FOR PROCESS:

THE CORPORATION
18-73 42ND STREET
ASTORIA, NY 11105

REGISTERED AGENT:

STOCK: 200 NPV



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SERVICE COMPANY: CLINTON HILL FILING SERVICES INC.

SERVICE CODE: M0 *

FEEES 160.00

FILING 125.00
TAX 10.00
CERT 0.00
COPIES 0.00
HANDLING 25.00

PAYMENTS 160.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 160.00
OPAL 0.00
REFUND 0.00

ATTACHMENT B

Comprehensive copy of your standard Sales Agreement(s).

See annexed documents

County Energy Corp.

18-73 42nd Street
 Astoria, New York 11105
 Tel. No. 1.855.626.7700

COMBINED SALES AGREEMENT

Customer: _____ Residential _____ Commercial _____

Address: _____

Contact: _____ Tel. No. _____

SS#/EIN #: _____ Date: _____

LDC Name: _____ Gas _____ Electric _____ Both _____

Service Address: _____ Account Name: _____

LDC Account #: _____ Service/Rate Class: _____

CUSTOMER DISCLOSURE STATEMENT

Price	Fixed, Variable or Index
How price is determined	Electric Fixed Price _____ per/kWh Gas Fixed Price _____ Dth Gas Variable Price shall reflect each month the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and County's costs, expenses and margins. Electric Variable Price shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and County's costs, expenses and margins Index price is described in Section 3 of this Agreement
Length of the agreement and end date	For Variable Rate service the Term is one month and for Fixed Rate Service it is 12 months. For more details See Section 2-Term.
Process customer may use to rescind the agreement without penalty	A residential Customer may rescind by calling the toll free number within 3 business days of receipt of the sales agreement.
Amount of Early Termination Fee ("ETF") and method of calculation	No early termination fee for variable rate service. If fixed rate service the projected amount of natural gas and/or electricity to be consumed by you for the remainder of the current Term multiplied by the difference between the fixed price in effect for the remainder of the current Term and the price at which County can sell such gas and/or electricity following the termination; However, for all residential customers and commercial customers solicited through door-to-door marketing, the ETF will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.
Amount of Late Payment Fee and method of calculation	1.5% per month on overdue balances
Provisions for renewal of the agreement	After Initial Term, unless otherwise agreed to, renews on a month to month basis at a variable rate methodology until terminated by either party. For more details see Section 2 - Term.

1. Agreement to Sell and Purchase Energy. This is an agreement between County Energy Corp. ("County"), an independent energy services company, and the undersigned customer ("Customer") under which Customer shall initiate natural gas and/or electricity service and begin enrollment with County (the "Agreement"). Subject to the terms and conditions of this Agreement, County agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas and/or electricity, as estimated by County, necessary to meet Customer's requirements based upon consumption data obtained by County or the delivery schedule of the Local Distribution Utility (the "LDC"). County is not affiliated with and does not represent the LDC. The amount of natural gas and/or electricity supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by County or the LDC's delivery schedule. The LDC will continue to deliver the natural gas and/or electricity supplied by County.

2. Term. For Variable Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to County is deemed effective by the LDC, and shall continue for 30 days thereafter (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms. (the "Renewal Term"). When receiving service on a month-to-month basis, either party may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

For Fixed Rate service this Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to County is deemed effective by the LDC, and shall continue for 12 months thereafter (the "Initial Term"). Unless otherwise agreed to, upon completion of the Initial Term, this Agreement will renew on a month-to-month basis with a monthly variable rate methodology with no change to the remaining terms (the "Renewal Term"). At least 30 days and no more than 60 days prior to the renewal date, County will notify Customer in writing of the terms of renewal of this Agreement and of the Customer's right to renew, reject or renegotiate this Agreement. Customer shall have 3 business days from receipt of the first billing statement of the Renewal Term to reject renewal terms and cancel the renewal agreement. While receiving service on a month-to-month basis, such notification will be provided only for the first renewal occurring at the end of the Initial term, and Customer or County may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party.

3. Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a [] variable price which each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and County's costs, expenses and margins; [] NYMEX plus \$_____ adder that varies each month or [] a fixed price of _____ per Dth plus, in each case, all applicable taxes. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a variable price which shall each month reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and County's costs, expenses and margins; or [] a fixed price of _____ per kWh, plus in each case, all applicable taxes. Unless otherwise agreed to the County price may be higher or lower than the LDC price.

For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by ten percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption. If there is a material adverse change in the business or financial condition of Customer (as determined by County at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, County may terminate this Agreement upon 15 days' written notice to Customer. If Customer terminates this Agreement prior to the end of the Initial or Renewal Term or if County terminates this Agreement due to Customer's breach, the Customer shall pay County, in addition to any other applicable charges, a cancellation fee equivalent to the multiplication of the (i) difference between the fixed price set forth in this Agreement and the calculation by County of the fixed price at the date of termination; and (ii) the estimated volumes for the remainder of the Initial or Renewal Term, as applicable, using the actual volumes received by Customer for the prior 12 month period as the volumes used in determining damages. Notwithstanding the foregoing, for all residential customers and commercial customers solicited through door-to-door marketing, the early termination fee will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more.

County will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either County or the LDC, or each of the LDC and County may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). County may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, County may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of County charges due on any consolidated bill prepared by the LDC for County will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

4.Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of County. County may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

5.Information Release Authorization. Customer authorizes County to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic

development or other incentives. This information may be used by County to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to County. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to County or by calling County at 1.855.626.7700. County reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6.Consumer Protections. The services provided by County to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. County will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to County, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting County at 1.855.626.7700 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

7.Rescission. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting County at 1.855.626.7700 or in writing. Customer is liable for all County charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

8.Agency-Gas. Customer hereby designates County as agent to; (a) arrange and administer contracts and service agreements between Customer and County and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by County to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. County as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the natural gas will be the city gate stations of the LDC. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Agency-Electric: Customer hereby designates County as agent to; (a) arrange and administer contracts and service agreements between Customer and County and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. County as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the NYISO County load bus (located outside of

the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

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

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

11.Force Majeure. County will make commercially reasonable efforts to provide natural gas and/or electricity hereunder but County does not guarantee a continuous supply of natural gas and/or electricity to Customer. Certain causes and events out of the control of County ("Force Majeure Events") may result in interruptions in service. County will not be liable for any such interruptions caused by a Force Majeure Event, and County is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the LDC (including, but not limited to, a facility outage on its gas distribution lines or electric facilities), changes in laws, rules, or regulations of any governmental authority or any other cause beyond County's control.

12.Liability. The remedy in any claim or suit by Customer against County will be solely limited to direct actual damages (which will not exceed the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months). All other remedies at law or in equity are hereby waived. In no event will either County or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

13.County Contact Information. Customer may contact County's Customer Service Center at 1.855.626.7700, Monday through Friday 9:00 a.m. - 4:00 p.m. EST (contact center hours subject to change). Customer may write to County at: County, 18-73 42nd Street, Astoria, N. Y. 11105.

14.Dispute Resolution (Residential). In the event of a billing dispute or a disagreement involving County's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact County by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1.800.342.3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS.

Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving County's service, Customer should contact County's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed

complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

15.Choice of Laws. Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the State of New York. This Agreement shall be construed under and shall be governed by the laws of the State of New York without regard to the application of its conflicts of law principles.

16.Taxes and Laws. Except as otherwise provided in the Agreement or provided by law, all taxes of whatsoever kind, nature and description due and payable with respect to service provided under this Agreement, other than taxes based on County’s net income, shall be paid by Customer, and Customer agrees to indemnify County and hold County harmless from and against any and all such taxes.

17.Regulatory Changes. This Agreement is subject to present and future legislation, orders, rules, regulations or decisions of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation, tariff, or regulatory structure (“Regulatory Change”) which impacts any term, condition or provision of this Agreement including, but not limited to price, County shall have the right to modify this Agreement to reflect such Regulatory Change by providing 30 days’ written notice of such modification to the Customer.

18.Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130 and emergency personnel. Customer should then call County at: 1.855.626.7700.

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

Customer and County have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein.

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

County Energy Corp.

For: Customer

By: _____

By: _____

Title: _____

Title: _____

ATTACHMENT C

Sample forms of notices to be sent upon:

- assignment of sales agreements
- discontinuance of service
- transfer of 5000 or more customers to other providers

See annexed documents

County Energy Corp. ("County")

NOTICE OF ASSIGNMENT

Notice is hereby provided that pursuant to Section ____ of the Sales Agreement dated _____ ("Sales Agreement") between _____ ("Customer") and County, all of County's rights, interests and obligations under said Agreement have been assigned and transferred to [name, address email address and telephone number of assignee]_____. This assignment will be effective as of _____ [15 calendar days' notice].

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

If you have any questions please contact [assignee]_____ at _____

County Energy Corp. ("County")

**NOTICE OF DISCONTINUANCE
Commercial**

Date

Dear

Notice is hereby given that under the terms of the Commercial Sales Agreement ("Agreement") entered into between _____ and County, service pursuant said Agreement shall be discontinued as of _____ (15 calendar days' notice) and that County will no longer have any obligation to provide service after said date.

The Customer has the option to select another supplier or receive full utility service from the distribution utility, The Customer shall receive full utility service from the distribution utility until the customer selects a new supplier and the change in providers is effective, unless the distribution utility notifies the customer that it will terminate its delivery service on or before the discontinuance date.

If you have any questions, please contact us at 1.8XX.XXXX.

Sincerely,

County Energy Corp.

County Energy Corp. ("County")

Residential

THIS IS A FINAL TERMINATION NOTICE

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

Customer Name: _____ Date: _____ County Energy Corp.
Address: _____
Account # _____

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

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

All payments should be remitted to: _____, or you may contact County at 1.8XX.XXXX. If you have a complaint regarding your account or service, please contact County at the same address or telephone number.

The Public Service Law requires modification of the termination procedures if you are: over 62 years of age, blind, disabled, or have another physical impairment or medical condition. If you can demonstrate that you are unable to make payment under the terms of the existing payment agreement because your financial circumstances have changed significantly due to conditions beyond your control, a new payment agreement may be available. If any of these conditions apply to you, please immediately contact County at 1.8XX.XXXX.

Your local social service office may provide assistance to maintain County' service. To obtain such assistance you must first provide County with information showing assets, income and expenses to evaluate whether you are entitled to a new payment agreement. The local social services information number is: [Tel No.]

County Energy Corp. ("County")

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

Notice is hereby provided that pursuant to Section ___ of the Sales Agreements ("Agreements") between the Customers set forth on Attachment "A" annexed hereto ("Customers") and County, all of County's rights, interests and obligations under said Agreements have been assigned and transferred to [name, address email address and telephone number of Assignee]_____. This assignment will be effective as of _____ [15 calendar days' notice].

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

If you have any questions please contact [Assignee] _____ at _____

ATTACHMENT D

Sample(s) of your billing format(s).

See annexed document

County Energy Corp.
18-73 42nd Street
Astoria, N. Y. 11105
Toll Free: 1.855.626.7700

County Energy Corp.

Customer Acct #
Invoice #
Invoice Date

Billing Period: // - //
Billing Period Usage: xxxx kWh or dth

Previous Balance
New Charges
Payments /Adj.
Due Amount
Due Date

ATTACHMENT E

Procedures you will use to obtain customer's authorization for historic usage and credit Information

The following Information Release Authorization will be obtained from the customer:

Information Release Authorization. Customer authorizes County to obtain and review information regarding the customer's credit history from credit reporting agencies, and the following information from the LDU: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by County to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third-party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to County. This authorization will remain in effect during the Initial Term and any Renewal Term of this Agreement. Customer may rescind this authorization at any time by providing written notice thereof to County or calling County at 1-8XX-XXX-XXXX. County reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

ATTACHMENT F

Procedures you will use to enroll customers for supply service e.g. via telephone, via Internet or via written sales solicitation.

County will follow the relevant procedures codified in the Uniform Business Practices at Section 5, Attachments 1, 2 and 3, and Section 10, as amended.

ATTACHMENT G

Copies of informational and promotional materials used for mass marketing purposes

When such materials are developed and available, copies will be provided to Staff prior to their distribution to customers.

ATTACHMENT H

Internal procedures for the prevention of slamming or cramming.

To help prevent slamming or cramming, County will institute the following procedures that will guide its marketing activities:

A.

- 1. All marketing representatives will be required to clearly identify that they are marketing on behalf of County.*
- 2. Identify that the individual being marketed to is authorized to purchase commodity for the account.*
- 3. Follow the specific procedures codified in Section 5, Attachments 1, 2 and 3 and Section 10 of the Uniform Business Practices.*
- 4. Cramming will be substantially prevented as County will use utility consolidated billing in the service territories where it operates, thereby limiting the items that may be included on the bill.*
- 5. County will monitor marketing scripts and review telemarketing calls to maintain service quality.*

B. *County will implement and follow the provisions of the County Marketing Training and Quality Assurance Program, a copy of which is attached.*

C. *County's marketing representatives will display the appropriate photo-identification, a facsimile of which is attached.*

County Energy Corp.

Space for Photo

Name of Representative

Customer Service: 1.855.626.7700

County Energy Corp.
Marketing Training
and
Quality Assurance Program

Dated: June 2012

County Energy Corp.

Marketing Training and Quality Assurance Program

I. Introduction

The goal of County is to provide customers with the ability to make informed choices regarding the energy products and services offered by County in the evolving competitive retail energy market. To achieve this goal it is necessary for customers during the marketing process and in their interactions with County and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

The County Marketing Training and Quality Assurance Program (“Program”) provides the requisite training and review standards that will govern the operation of County’s marketing programs and modalities. This Program is designed to ensure that all marketing efforts are conducted in a manner consistent with applicable legal standards and best practices, marketing representatives are conversant with the competitive retail energy market and the products and services offered by County, and that the information provided to customers is accurate, relevant and understandable.

The Program will be implemented under the supervision of the President and/or the Director of Sales and Marketing.

II. Training of Employee Representatives

- A. All individuals hired by County to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:
 - 1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the County and the local distribution utility (“LDU”).
 - 2. Knowledge of the relevant sections of the New York Uniform Business Practices (“UBP”), with particular emphasis on Sections 10 and Attachments 1-3 of Section 5;
 - 3. Knowledge of other applicable laws, rules and regulations;

4. Information concerning the products and services offered by County, including details of County' rates, payment options, agreement terms, and the customers' right to cancel, including the applicability of any early termination fee;
 5. Knowledge of the applicable provisions of the Home Energy Fair Practices Act that pertain to residential customers;
 6. The requirement to provide the customer with a toll-free number from which the customer may obtain information about County' mechanisms for handling billing questions, disputes, and complaints; and
 7. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- B. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
1. The representative should never make false or misleading representations including misrepresenting rates or savings offered by County.
 2. The representative should always clearly identify himself and state that he/she is soliciting on behalf of County.
 3. In the case of in-person marketing, display the County photo-ID.
 4. The representative should never represent that the County marketing representative is an employee or representative or acting on behalf of a distribution utility.
 5. The representative should always cover the subjects listed in the Customer Disclosure Statement.
 6. The representative must adhere to the standards applicable to each type of marketing approach.

County will emphasize that all representatives are obligated to comply with the information and standards provided during the Program and failure to so comply is grounds for immediate termination of employment.

The training will consist of written texts provided to the employee representative as well as classroom instructions provided initially to new employee representative and two sessions per year to all employee representatives.

III. Quality Assurance Program

County will apply various business, overview and monitoring practices to ensure that all marketing efforts are conducted and implemented on a continuous basis in conformance with County's best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

A. In-House Telemarketing

1. County will design and review the marketing script to be used for all sales solicitations.
2. All telemarketing will comply with applicable Do-Not-Call laws and regulations.
3. The solicitation will be designed to comply with the provisions of UBP Section 5, Attachment 1 A-D.
4. The representative will be provided with current accurate data concerning the products and services offered by County.
5. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
6. County will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through either third party verification companies hired by County or an automated voice verification system owned and operated by County. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm to the customer's intent to either initiate and enroll supply service with County or to continue or modify the service they receive from County.
7. County will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the

standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. County will work with the representative to address any identified deficiency. County will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with County' quality control standards.

8. Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by County as required under the UBP, using Sales Agreement forms that have been previously reviewed by County counsel and submitted to the NYS Department of Public Service (Department).
9. County will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

B. Electronic and Internet Marketing

1. The website solicitation and materials will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with County or to continue or modify the service they receive from County.
2. The website will incorporate the matters listed in the Customer Disclosure Statement.
3. The website will include the latest product offers available from County.
4. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A-E, as amended.
5. Within 3 business days of final agreement to initiate service, County will send an electronic confirmation notice to the customer at the customer's e-mail address.
6. County will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

C. Door-to-Door Marketing (DTD)

1. This applies to DTD sales as codified in Section 426 of the NYS Personal Property Law, and are generally defined to mean a sale, lease or rental of consumer goods or services in which the seller or his representative personally solicits the sale, including those in response to or following an invitation by the seller, and the seller's agreement or offer to purchase is made at a place other than the place of business of the seller.
2. All DTD sales representatives will, to the maximum possible extent, be retained as employees of County and will be primarily compensated by salary rather than on a commission basis.
3. The training for DTD salespersons will, in addition to covering the items listed in Section II above, emphasize the provisions of UBP Section 10.C.1.
4. The following standards will also be emphasized and incorporated in the solicitation script: the need to produce and make visible the County photo-ID; the salesperson shall inform the customer that he/she represents County, an independent energy marketer; inform the customer that the customer's utility will continue to deliver their energy and will respond to any leaks or emergencies; the obligation to provide the customer with written information regarding County' products and services immediately upon request which shall include County' name and telephone number for inquires, verification and complaints; and where it is apparent that the customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the representative or where the customer or another third party informs the representative of this circumstance, the representative shall either find a representative in the area who is fluent in the customer's language to continue the marketing activity in his/her stead or terminate the in-person contact with the customer.
5. The sales person will also be instructed regarding the provisions of Section 426-431 of the NYS Personal Property Law.

6. All materials and agreements provided to the customer will comply with and be provided to the customer in conformance with the UBP, including Section 5, Attachment 3 A-B, and Sections 426-431 of the NYS Real Property Law.
7. A new salesperson will be accompanied by a Supervisor during their initial marketing visit to ensure that the salesperson conducts the solicitation in accordance with County' standards. The salesperson will be informed of any deficiencies and the corrective action (s) to be taken.
8. All marketing teams will be sent out under the supervision of a Team Supervisor, who will be available to respond to questions and inquiries.
9. All representatives must perform verifications through either third party verification companies hired by County or an automated voice verification system owned and operated by County. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with County or continue or modify the service they receive from County. County will design and review the script used for such DTD verification.
10. County will on a random and regular basis conduct in-field reviews of the DTD solicitations to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. County will work with the representative to address any identified deficiency. County will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with County' quality control standards.
11. County will on a random and regular basis review a meaningful sample of verifications to ensure that the representatives are following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. County will work with the representative to address any identified deficiency. County will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with County' quality control standards.
12. County will design and review the marketing script and verifications to be used for all DTD sales solicitations.

13. County will conduct background checks on all prospective DTD salespersons to ensure they are suitable for employment with County.
14. The DTD salesperson shall be required to wear a shirt and/or jacket provided by County that contains the County logo and otherwise dress in a neat and presentable manner.
15. The DTD salesperson shall be required to wear in a conspicuous location the County photo-ID.

D. In Person Marketing (other than DTD)

1. County will design and review the marketing script to be used for all sales solicitations.
2. The representative will be provided with current accurate data concerning the products and services offered by County
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. County will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. County will work with the representative to address any identified deficiency. County will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with County' quality control standards.
5. Copies of all Sales Agreements will be provided to each customer that is enrolled by County as required under the UBP, using Sales Agreement form that have been previously reviewed by County counsel and submitted to the Department, that are designed to comply with UBP Section 5, Attachment 3 A-B.

6. County will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.
7. The salesperson shall be required to wear in a conspicuous location the County photo-ID.
8. The training of the salespersons will, in addition to covering the items listed in Section II above, will also emphasize the provisions of UBP Section 10.C.1.

E. Direct Mail Marketing

1. County will review and prepare all materials used in a direct mail solicitation.
2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement.
3. County will employ direct mail solicitations that are consistent with the UBP and applicable law.

F. External Marketing

This section outlines the procedures applied by County where it retains the services of outside vendors on a contractual basis to provide marketing services on behalf of County.

1. County will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of County.
2. County will require the provision of at least two references.
3. County will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. County will provide the vendor County' written training materials.
5. County will prepare all sales and verification scripts used by the vendor.

6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by County.
7. Vendors retained by County must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.
8. County will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

IV. Dispute Resolution Process

County will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the Department.

1. When County receives a customer complaint or inquiry via call center, email or regular mail, the representative will make a record of the complaint and apply a case number or other identifying feature.
2. The representative will investigate the substance of the complaint or inquiry and provide a response to the customer within ten (10) days of receipt of the complaint or inquiry. If the customer is not satisfied with the resolution presented by the call center representative, the representative will raise the complaint or inquiry to a Supervisor, who will review the matter and respond to the customer within five (5) business days.
3. Upon receipt of a complaint forwarded by the Commission or other governmental agency, County will respond within ten (10) days and in accordance with the direction provided by the Commission or other agency.
4. County will cooperate with the Department and the Commission regarding marketing practices proscribed by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
5. In the event of any dispute involving a sales agreement and/or authorization, County will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information or provide on-line access to the

acceptance and/or authorization within five (5) calendar days after a request from the Department.

V. Document Retention

County will retain written agreements and/or authorizations for two (2) years from the effective date of the agreement and/or authorization or for the length of the agreement whichever is longer.

VI. Modification

The Program may be subsequently modified or revised to accommodate changing business operations, regulatory requirements, and interactions with customers.

ATTACHMENT I

Copies of modified Residential and Non-Residential Sales Agreements if you intend to participate in an ESCO Referral Program under the ESCO Contract Option.

To be subsequently provided if County decides to participate.

ATTACHMENT J

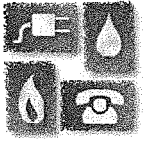
Attestation that you will comply with the requirements of New York State's Environmental Disclosure Program, if you intend to serve electric customers.

County affirms that it will comply with the requirements of New York State's Environmental Disclosure Program.

ATTACHMENT K

A completed Service Provider Contact Form, identifying the ESCO's employee(s) responsible for resolving consumer complaints received by the Department and referred to the ESCO.

See attached.



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

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

Date 6/23/12

Company Name County Energy Corp.

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

President
 Mailing Address _____

 Email Address _____
 Phone Number _____ Fax Number _____

Vice President / Director of Customer Service David Rosner
 Mailing Address 18-73 4th St.
Astoria, N.Y. 11105
 Email Address drosner@countyenergycorp.com
 Phone Number 718.626.7000 Fax Number 718.274.3730

Primary Regulatory Complaint Manager _____
 Mailing Address _____

 Email Address _____
 Phone Number _____ Fax Number _____

Secondary Regulatory Complaint Manager _____
 Mailing Address _____

 Email Address _____
 Phone Number _____ Fax Number _____

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

Email: drosner@countyenergycorp.com Fax: 718.274.3730

County Energy Corp.
Home Energy Fair Practices Act
ESCO Compliance Filing

Description of Enclosed Documents:

Evaluation Form;

Budget Billing Agreement;

Residential Payment Agreement;

DPA Process Description;

Residential Termination Notice;

Quarterly Billing Plan;

Narrative Description of HEFPA termination

Dated: November 2011

County Energy Corp.
Form To Evaluate Customer's Ability To Pay

1. Employer Name, Address and Phone Number

2. What is your monthly income?

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

4. Please list all checking and savings accounts and balances

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

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

7. What is your monthly mortgage or rent payment? _____ .

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

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

10. Identify all other monthly expenditures by amount:

- Food expenses	\$ _____
- Medical expenses	\$ _____
- Telephone bills	\$ _____
- Utility bills	\$ _____
- Mandatory loan/credit card payments	\$ _____

The information provided by you will be treated in a confidential manner and will not be disclosed to another person unless so requested by you or required by law.

County Energy Corp.

BUDGET BILLING PLAN ("Plan")

For Service at Premises Address
Account Number Customer Account #

Customer Name: _____

Customer Address: _____

.....

Under this Plan County agrees to provide commodity service in return for your agreement to make payments according to the terms of this Plan.

This Plan requires the payment by you of \$ _____ per month for the 12-month period starting with the billing cycle commencing on _____ and ending on _____.

Such equal monthly payment is based on an estimate of your annual billing which has been calculated by multiplying the average monthly consumption by County's current estimate of commodity prices over the above-referenced 12-month period. Your average monthly consumption is _____ therms and/or _____ kwh, based on your last 12 months' actual consumption, adjusted for known changes. If the service address for which you will be billed under this Plan is a new property which has never been served or 12 months of data is not available, your average monthly consumption will be based on a similar property in the area in which the service address is located.

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

The Plan shall be subject to regular review for conformity with actual billings. County reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption, and/or (b) an increase in commodity prices.

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

In the last month of the Plan, County shall true-up your account based on a comparison of the aggregate billings under this billing Plan and the amount you would have been charged for the budget period if you were not on the Plan. If you owe County a sum of money due to the true-up, you will be billed for such amount in addition to your monthly payment in the last billing cycle covered by this Plan. If you have been over billed, you will be issued a credit which will be adjusted against the Plan that commences upon expiration of this Plan.

Yes! I would like Budget Billing:

Acceptance of Agreement

Customer Signature: _____

Date: _____

Authorized County Signature: _____

Date: _____

Return one copy of this Plan signed by xx/xx/200x.

County Energy Corp.

Residential Payment Agreement

For Service at
Account Number

PREMISE ADDRESS
CUSTOMER ACCOUNT NUMBER

CUSTOMER NAME
CUSTOMER ADDRESS

County Energy Corp.

The total Amount owed to County for this account as of **XX/XX/200X** is: **\$XXX.XX**

County is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills.

Also, assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. **If you sign and return this form, along with the down payment by (down payment due date), you will be entering into a payment agreement and by doing so avoid termination of service.** This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, Plymouth will send you a Final Termination Notice and may terminate commodity service, as well as seek to suspend your utility distribution services. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call County at 1-8XX-XXXX.**

All future bills are to be paid by the last day to pay shown on the bill.

Payment of Outstanding Balance:

A down payment of \$xx.xx is to be received by xx/xx/200x.

In addition to the current bill and late charge, the remaining balance is to be paid as follows: **\$xx.xx** is to be received by the due date of each month starting on **xx/xx/200x.**

Late payment charges are assessed on the past due balance at a rate of 1.5% monthly, which is an annual rate of 18%. Late payment charges will be assessed after the last day to pay date on your monthly bill. Late payment charges are part of the current bill. If you are not already enrolled in our Budget Billing Program which allows you to pay for your service in equal monthly installments, and wish to enroll, check the box below and we will start you on our program immediately.

Your current monthly budget amount is: \$xx.xx
_____ Yes! I would like a Payment Agreement

Acceptance of Agreement:

Customer Signature:_____ Date:_____

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

Return one copy of this agreement signed, with the down payment, by xx/xx/201x. If it is not signed and returned, your contract may be terminated, and County may pursue suspension of delivery service to your account.

County Energy Corp.

Deferred Payment Agreement Process Description

County will not terminate service to a residential customer because of arrears owed unless County first offers such customer a Deferred Payment Agreement (“DPA”) for such arrears where the customer does not have the resources available to pay the bill. County will make reasonable efforts to contact eligible customers for the purpose of offering a DPA and negotiating terms tailored to the customer’s financial circumstances, prior to making a specific written offer of a DPA. County will require the customer to complete an Asset Evaluation Form on a confidential basis.

A scheduled termination or suspension of service may be postponed for up to 10 calendar days after the date stated in the final notice of termination or suspension for the purpose of negotiating a DPA. A written offer of a DPA will be made not less than 7 calendar days (10 if mailed) before the earliest date on which termination or suspension may occur, or a date, up to 10 days thereafter, to which County has postponed the termination or suspension while negotiating a DPA.

The Commission or its designee may order a DPA where the parties are unable to reach an agreement.

If County believes that the customer is not eligible for a DPA because the customer has the resources to pay the bill, it may seek a determination from the PSC.

The terms of the DPA will obligate the customer to make timely payments of all current charges and for payment of the arrears over a specific period of time, in conformance with the regulations of the PSC.

A customer that fails to comply with the terms of a DPA will be subject to termination or suspension of service. Where a DPA is broken, County will send a reminder notice 8 calendar days prior to the day the final notice of termination or suspension will be sent, boldly stating: that the customer must meet the terms of the DPA within 20 calendar days of the date payment was due or a final notice of termination or suspension may be issued; that the customer should contact the County if financial circumstances have changed significantly beyond the control of the customer. If by the 20th calendar day after payment was due, County has neither received payment nor negotiated a new payment agreement, County may demand full payment of all charges and send a final notice of termination or suspension.

County Energy, LLC
QUARTERLY BILLING PLAN ("Plan")

For Service at PREMISES ADDRESS
Account Number CUSTOMER ACCOUNT #

Customer Name: _____

Customer Address: _____

Under this Plan, County will provide commodity service in return for your agreement to make payment as required under this Plan.

The Customer confirms that he/she is greater than 62 years old and that the Customer's aggregate commodity service billings in the preceding 12 months starting on _____ and ending on _____, did not exceed \$150.

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

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. Failure to pay the bill when due may subject you to termination of commodity service and suspension of distribution service under the Home Energy Fair Practices Act.

You may contact County at 1-8XX-XXXX or write to County at: _____.

Yes! I would like Quarterly Billing

ACCEPTANCE OF AGREEMENT

Customer Signature: _____

Date: _____

Authorized County Signature: _____

Date _____

County Energy Corp. ("County")

Residential

THIS IS A FINAL TERMINATION NOTICE

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

Customer Name: _____ Date: _____ County Energy Corp.
Address: _____
Account # _____

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

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

All payments should be remitted to: _____, or you may contact County at 1.8XX.XXXX. If you have a complaint regarding your account or service, please contact County at the same address or telephone number.

The Public Service Law requires modification of the termination procedures if you are: over 62 years of age, blind, disabled, or have another physical impairment or medical condition. If you can demonstrate that you are unable to make payment under the terms of the existing payment agreement because your financial circumstances have changed significantly due to conditions beyond your control, a new payment agreement may be available. If any of these conditions apply to you, please immediately contact County at 1.8XX.XXXX.

Your local social service office may provide assistance to maintain County's service. To obtain such assistance you must first provide County with information showing assets, income and expenses to evaluate whether you are entitled to a new payment agreement. The local social services information number is: [Tel No.]

County Energy Corp.

Narrative Description of HEFPA Termination Procedures for Non-Payment

The termination procedures for non-payment of County charges employed by County will follow the specific requirements codified in County Service Law Section 32 and the regulations promulgated there under.

County may terminate residential commodity service for non-payment where the customer:

- Fails to pay charges for commodity service or any other service related thereto provided by County at any time during the preceding 12 months; or
- Fails to pay amounts due under a deferred payment agreement; or
- If the Customer is sent a final notice of termination no less than 15 days before the termination date shown on the notice.

Before termination occurs, a final notice of termination will be sent no less than 15 days before the termination date shown on the notice. County will clearly state on such final notice of termination:

- The reason for termination of commodity service
- The earliest date on which termination may occur;
- How termination may be avoided.
- County and the DPS have available procedures for handling complaints.
- A summary of the protections available under HEFPA and notice that the Customer should contact County or the DPS if he/she eligible for such protections.
- The address and phone number of the office to contact in reference to customer's account;
- Notice that suspension of the customer's distribution services can accompany the commodity termination, even if the customer's distribution utility portion of the bill is current. Notice will also include, where applicable, the amount which must be paid to restore commodity service and if different, the amount to end suspension of distribution service.

The following statement will be clearly visible on any final notice of termination from ESCO:

“THIS IS A FINAL TERMINATION NOTICE. PLEASE REFER TO THIS NOTICE WHEN PAYING THIS BILL.”

County will not issue or send a final notice of termination unless at least 20 days have elapsed from the date payment was due.

No termination of commodity services shall take place until at least 15 days after a final notice of termination has been personally served upon the customer or has been mailed to the customer at the premises where services is rendered.

County will notify appropriate social service officials if a final notice of termination is sent to a customer that is known to be receiving public assistance, supplemental security income or additional state payments pursuant to Social Services law and for whom a guarantee of future payment has not been received. Special notification of social service officials will follow the requirements codified in 16 NYCRR Section 11.4 (i).

County will follow the procedures and provide information required for termination of residential commodity service as codified in 16 NYCRR Sections 11.4, 11.5 and 11.6