

Attachment 1

Constellation Energy Power Choice, LLC has the following energy affiliates located or operating within New York State:

Constellation Energy Services of New York, Inc.
Constellation Energy Gas Choice, LLC
Constellation NewEnergy – Gas Division, LLC
Constellation NewEnergy, Inc.

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

FILING RECEIPT

=====

ENTITY NAME: CONSTELLATION ENERGY POWER CHOICE, INC.

DOCUMENT TYPE: TERMINATION (FOR. BUSINESS)

COUNTY: NEWY

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FILED:01/07/2016 DURATION:***** CASH#:160107000212 FILM #:160107000199

FILER:

CORPORATE CREATIONS INTERNATIONAL,
INC., 11380 PROSPERITY FARMS ROAD
#221 E
PALM BEACH GARDENS, FL 33410

ADDRESS FOR PROCESS:

REGISTERED AGENT:

=====

SERVICE COMPANY:

SERVICE CODE: 08

FEES 95.00

FILING 60.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 95.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 95.00
 OPAL 0.00
REFUND 0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

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



WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 8, 2016.

Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

DC-08

160107000 199

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE CERTIFICATE OF CONVERSION OF A CORPORATION UNDER THE NAME OF "CONSTELLATION ENERGY POWER CHOICE, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "CONSTELLATION ENERGY POWER CHOICE, INC." TO "CONSTELLATION ENERGY POWER CHOICE, LLC", WAS FILED IN THIS OFFICE ON THE FIRST DAY OF DECEMBER, A.D. 2015, AT 8:25 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2015.



Jeffrey W. Bullock

 Jeffrey W. Bullock, Secretary of State

3656344 8317
 SR# 20160060306

Authentication: 201621102
 Date: 01-06-16

You may verify this certificate online at corp.delaware.gov/authver.shtml

160107000199

199

CERTIFICATE OF TERMINATION OF EXISTENCE

of

CONSTELLATION ENERGY POWER CHOICE, INC.

Section 1311 of the Business Corporation Law

100

FILED
2016 JAN -7 PM 3:16 RECEIVED
2016 JAN -6 PM 4:06

STATE OF NEW YORK
DEPARTMENT OF STATE
FILED JAN 07 2016
TAXS _____
BY: AVA

Filed By:

Corporate Creations International, Inc.
11380 Prosperity Farms Road #221 E
Palm Beach Gardens FL 33410

212

D.C. -08
DRAWDOWN

ROUTINE
 24 HOUR

SAME DAY
 2 HOUR

N. Y. S. DEPARTMENT OF STATE
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

CERTIFICATE OF AUTHORITY UNDER SEC. 805 OF THE LIMITED LIABILITY COMPANY LAW

=====

ENTITY NAME: CONSTELLATION ENERGY POWER CHOICE, LLC

DOCUMENT TYPE: APPLICATION FOR AUTHORITY (FOR LLC)

COUNTY: ROCK

=====

FILED:01/07/2016 DURATION:***** CASH#:160107000222 FILM #:160107000211
DOS ID:4874337

FILER:

EXIST DATE

JESSICA MORALES, CORPORATE CREATIONS
11380 PROSPERITY FARMS RD.
#221 E
PALM BEACH GARDENS, FL 33410

01/07/2016

ADDRESS FOR PROCESS:

CORPORATE CREATIONS NETWORK INC.
15 NORTH MILL STREET
NYACK, NY 10960

REGISTERED AGENT:

The limited liability company is required to file a Biennial Statement with the Department of State every two years pursuant to Limited Liability Company Law Section 301. Notification that the biennial statement is due will only be made via email. Please go to www.email.ebiennial.dos.ny.gov to provide an email address to receive an email notification when the Biennial Statement is due.

=====

SERVICE COMPANY:

SERVICE CODE: 08

FEES 285.00

FILING 250.00
TAX 0.00
CERT 0.00
COPIES 10.00
HANDLING 25.00

PAYMENTS 285.00

CASH 0.00
CHECK 0.00
CHARGE 0.00
DRAWDOWN 285.00
OPAL 0.00
REFUND 0.00

STATE OF NEW YORK
DEPARTMENT OF STATE

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

WITNESS my hand and official seal of the Department of State, at the City of Albany, on January 8, 2016.



Anthony Giardina

Anthony Giardina
Executive Deputy Secretary of State

DC-08

160107000 011

New York State
Department of State
Division of Corporations, State Records
and Uniform Commercial Code
One Commerce Plaza, 99 Washington Ave.
Albany, NY 12231
www.dos.ny.gov

APPLICATION FOR AUTHORITY
OF

Constellation Energy Power Choice, LLC

(Insert name of Foreign Limited Liability Company)

Under Section 802 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

Constellation Energy Power Choice, LLC

If the name does not contain the required words or abbreviation pursuant to Section 204 of the Limited Liability Company Law, the following words or abbreviation is added to the name for use in this state:

(Do not complete this section unless the limited liability company's true name is not available pursuant to §204 of the Limited Liability Company Law.) The fictitious name under which the limited liability company will do business in New York is:

(The fictitious name must contain the words "Limited Liability Company" or abbreviation "LLC" or "L.L.C.")

SECOND: The jurisdiction of organization of the limited liability company is: Delaware

The date of its organization is: 5/8/2003

THIRD: The county within New York state in which the office, or if more than one office, the principal office of the limited liability company is to be located is: Rockland

FOURTH: The Secretary of State is designated as agent of the limited liability company upon whom process against it may be served. The address within or without this state to which the Secretary of State shall mail a copy of any process served against him or her is:

Corporate Creations Network Inc.
15 North Mill Street
Nyack, NY 10960

FIFTH: (Check and complete the statement that applies)

The address of the office required to be maintained in the jurisdiction of its formation is:

3411 Silverside Road Rodney Building #104
Wilmington, DE 19810

If no office is required to be maintained in the jurisdiction of its formation, the address of the principal office of the limited liability company is:

SIXTH: The foreign limited liability company is in existence in its jurisdiction of formation at the time of filing of this application.

SEVENTH: The name of the authorized officer in its jurisdiction of its formation where a copy of its articles of organization is filed is (e.g. "Secretary of State"):
Delaware Secretary of State

The address for such officer is:

John G. Townsend Bldg. 401 Federal Street, - Suite 4 Dover, DE 19901

X Scott N. Peters
(Signature)

Scott N. Peters, Assistant Secretary
(Type or print name)

Capacity of signer (Check appropriate box):

- Member
- Manager
- Authorized Person

Please Note: A certificate of existence or, if no such certificate is issued by the jurisdiction of formation, a certified copy of the articles of organization of the limited liability company and all subsequent amendments therefore, or if no articles of organization have been filed, a certified copy of the certificate filed as its organizational base and all amendments thereto, **must be attached** to the application for authority when submitted for filing. If such certificate or certified copy is in a foreign language, a translation in English under oath of the translator shall be attached.

Delaware


The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONSTELLATION ENERGY POWER CHOICE, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTH DAY OF JANUARY, A.D. 2016.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CONSTELLATION ENERGY POWER CHOICE, LLC" WAS FORMED ON THE EIGHTH DAY OF MAY, A.D. 2003.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.




Jeffrey W. Bullock, Secretary of State

3656344 8300

SR# 20160060434

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 201621107

Date: 01-06-16



OUR ELECTRICITY AGREEMENT
Constellation Energy Power Choice, LLC.
P.O. Box 4911, Houston, TX 77210

DISCLOSURE STATEMENT

Price: 7.89 cents/kWh

Fixed or Variable: Fixed, except in the event of a Change in Law pursuant to Section 18 of my Agreement below, under which circumstances I may terminate this Agreement without further liability.

Length of Agreement and End Date This agreement will begin on the next applicable meter read date after the utility processes my enrollment and the end date for Constellation electricity supply service will be 36 monthly billing cycles after service commences.

When did I contract? I entered into this Agreement number 4320229 on 7/13/2016 10:33:27 AM.

Process Customer may use to Rescind the Agreement without Penalty Under New York law, if I am a residential customer I may cancel within 3 business days of receipt of this sales agreement with no penalty or cancellation fees. I also have the right under this agreement to cancel this agreement without a penalty or cancellation fee, if I do so within 90 days after entering into it. See "Termination" below for complete details.

Amount of Early Termination Fee and Method of Calculation. \$100

Amount of Late Payment Fee and Method of Calculation. If I receive a single bill from the utility for both the supply and delivery of electricity and I do not pay my invoice on time, the utility may assess late charges and fees and/or disconnect services in accordance with NYPSC rules and regulations on the termination of service to nonresidential customer under 16 NYCRR Section 13.3. If I receive one bill for my electricity and one bill from the Utility for delivery, and I do not pay my electricity supply bill on time, I may be subject to a 1.5% monthly interest charge on unpaid amounts.

Provisions for Renewal of the Agreement. Constellation must clearly inform me in writing, not less than 30 days nor more than 60 days before the end of the current term of my agreement, of the renewal terms and my option to reject the renewal terms. I will not be charged a termination fee if I object to renewal within 3 business days after I receive the first billing statement under the agreement as renewed. If Constellation makes any changes to my renewed agreement **other** than a rate change, those changes will be considered material and will require that Constellation obtain my express consent for renewal.

Conditions under which Savings to the Customer are Guaranteed. Because the Utility price may vary during the Term of this agreement, savings are not guaranteed.

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

TERMS & CONDITIONS

I want Constellation Energy Power Choice, LLC., ("Constellation") to supply my home or business with all the electricity I need, subject to the eligibility requirements of my local utility, ("Utility"), acceptance by Constellation, and applicable tariffs authorized by the Federal Energy Regulatory Commission ("FERC"). By signing this agreement, I acknowledge that this agreement is an agreement to initiate electricity supply service and to begin enrollment with Constellation. Constellation is approved by the New York State Public Service Commission ("NYPSC") to act as an Energy Service Company ("ESCO") and has entered into a service agreement with my Utility. The NYPSC does not regulate the price of electricity or other charges found in this Agreement. I am at least 18 years old and fully authorized to enter into this Agreement.

1. **Constellation Services.** Constellation will supply electricity for my home or business. Constellation is a retail marketer of electricity and not my local distribution utility.
2. **Local Utility Services.** My Utility will continue to deliver electricity to my home or business, read my meter, send my bill for Utility Charges and, unless I choose separate billing, my supply charges, and will continue to make repairs. My Utility will also respond to emergencies and provide other traditional utility services. I understand that I am not required to choose a competitive supplier, and may continue to have the Utility supply my electricity.
3. **Point of Delivery.** All electricity sold will be delivered to a location that will be considered the point of delivery at which the sale occurs and title passes from Constellation to me.
4. **Term.** Constellation will begin supplying my electricity on the next applicable meter read date after the Utility processes my enrollment. My agreement with Constellation will continue until the end date specified on my Enrollment Form or Welcome Letter ("Term"), unless our agreement is renewed or terminated pursuant to Section 10 or 11 of this agreement.
5. Constellation must provide me with 15 calendar days notice before cancelling service under this agreement.



6. I am not required to prepay for energy services under this agreement.
7. If I am a residential customer, Constellation may not make any material changes in the terms or duration of this agreement without my express consent. The NYPSC Uniform Business Practices, which are available at [http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/8dd2b96e91d7447e85257687006f3922/\\$FILE/98-M-1343%20GBL%20Section%20349-d%20Implementation%20-%20UBP.pdf](http://www3.dps.ny.gov/W/PSCWeb.nsf/96f0fec0b45a3c6485257688006a701a/8dd2b96e91d7447e85257687006f3922/$FILE/98-M-1343%20GBL%20Section%20349-d%20Implementation%20-%20UBP.pdf).
8. Constellation reserves the right to assign this agreement to another ESCO.
9. **Price.** Each month my bill will be calculated by multiplying (i) the price of electricity per kilowatt hour ("kwh") by (ii) the amount of electricity used in the billing cycle plus (iii) applicable taxes, fees, and charges levied by my Utility for distribution and other services. This price may be higher or lower than my Utility's price in any given month.
- **Fixed Price Plan.** This is a Fixed Price plan and the price per kwh for electricity is indicated in the Disclosure Statement above, for the initial Term.
10. **Renewal Notice.** Unless I notify Constellation at least thirty (30) days before the end of the Term that I do not want to renew my contract, this contract will automatically renew to a new fixed rate. Constellation must clearly inform me in writing, not less than thirty (30) days nor more than sixty (60) days before the end of the current term of my agreement, of the renewal terms and my option to reject the renewal terms. I will not be charged a termination fee if I object to renewal within three (3) business days after I receive the first billing statement under the agreement as renewed, but will be required to pay for any electricity consumed. If Constellation makes any changes to my renewed agreement other than a rate change, those changes will be considered material and will require that Constellation obtain my express consent for renewal.
11. **Termination.** Under New York law, if I am a residential customer I may cancel within 3 business days of receipt of this agreement (the "Cancellation Period") without penalty or cancellation fee by calling Constellation at 1-800-785-4373 or by sending an email to: feedback@constellation.com. In addition to this 3-day right to cancel, I may, within 90 days after entering into this agreement (the "Guarantee Period"), terminate this agreement without incurring an early termination fee. I must notify the Utility within the Guarantee Period that I would like to return to Utility service. I must also notify Constellation in writing or by calling the customer care center at 1-800-785-4373. Upon my termination of this agreement during the Guarantee Period, I will return to being supplied by the Utility at the next available meter read date and I will remain responsible for payment for electricity and related costs and charges incurred under this agreement through such meter read date.
- **Fixed Price Customers.** If I cancel this agreement after the Cancellation Period or the Guarantee Period, I will pay a cost recovery fee of \$100.
 - **Cost Recovery Fee.** The cost recovery fee is not a penalty, but is designed to compensate Constellation for the cost of buying electricity in advance on my behalf.
 - **Timing of Cancellation.** It will take time for my Utility to cancel my account. During this time, I agree to pay for all the electricity I consume that is supplied by Constellation at the then-applicable price under this agreement or any renewal agreement.



12. Billing and Payment.

- **Budget Billing.** If I have chosen Budget Billing, my monthly payment will be determined as follows: Constellation will use my previous bills and projected future energy costs to estimate my annual electricity costs, given my pricing plan. Approximately every 3 months, Constellation will review my account and will change the amount I pay, if necessary, to ensure that I am making appropriate payments based on the amount of electricity I have been using. At least once a year, Constellation will calculate the difference between what I have paid and what my actual energy costs have been during the year. If I have paid more than is required, Constellation will adjust the amount of future Budget Billing, or credit the excess payment to the Constellation portion of my electricity bill. If I have paid less, Constellation will adjust the amount of my future Budget Billing or bill me for the difference.
- **Bill Payment and Collection.** I may receive a single bill for both my electricity and the delivery of such electricity from either Constellation or my Utility, or each may invoice separately. My bill must be paid within 20 days of the invoice date. If I do not pay my bill, I may be subject to termination of my electricity supply service and the suspension of my distribution service under procedures approved by NYPSC. If any of my checks are returned, I will be required to pay the maximum fee allowed by law. If I am a non-residential customer, failure to make full payment of Constellation charges due on any consolidated bill prepared by my local utility will be grounds for disconnection of utility services and electricity supply service in accordance with NYPSC rules and regulations on the termination of service to non-residential customers under 16 NYCRR Section 13.3. If I have chosen to be billed separately for supply, Constellation can provide me with an estimated bill only under limited circumstances and if Constellation clearly indicates on the bill that it is based on estimated usage. If I have difficulty paying my bill, I may be eligible for third party billing or deferred payments through my Utility. I can contact my Utility for details about available programs.
- **Consumer Protection.** The services provided by Constellation are governed by the terms and conditions of this agreement. This agreement is governed by the Home Energy Fair Practices Act (“HEFPA”). Constellation will provide at least 15 calendar days’ written notice before cancelling service under this agreement. Any payments I make on a consolidated bill will be allocated in accordance with procedures adopted by the NYPSC and my Utility. I may obtain additional information by contacting Constellation at 1-800-785-4373 or the NYPSC at 1-888-697-7728.
- **Dispute Resolution.** If I have a question about my bill or any other matters with respect to this agreement, I may contact Constellation by calling Customer Care at the toll-free number in Section 15; or by sending a letter to the address in Section 15; or by sending an email to the email address in Section 15. Constellation will refer all complaints to a representative who in good faith will use reasonable efforts to reach a mutually satisfactory solution. If I am still not satisfied, I may contact a Constellation supervisor, and he or she will respond promptly. If a dispute cannot be resolved, I may appeal to the NYPSC by calling 1-888-697-7728, M-F 8:30 AM - 4:00 PM EST; or by sending a letter to: NYPSC, Office of Consumer Services, Three Empire Plaza, Albany, NY 12223; or by visiting their website at www.dps.state.ny.us. The NYPSC will monitor complaints against all energy companies and an excessive number of complaints may result in an energy company’s no longer being eligible to supply electricity in New York State. The NYPSC’s telephone number for inquiries and complaints regarding ESCOs is 1-888-697-7728.

13. Service Complaints. If I experience service problems, I should contact my Utility by phone at:

Consolidated Edison	New York State Electric & Gas Company (NYSEG)	National Grid	Orange & Rockland	Central Hudson	Rochester Gas & Electric (RG&E)
800-752-6633	800-572-1131	1-800-642-4272	877-434-4100	800-527-2714	800-743-2110

IN AN EMERGENCY I SHOULD IMMEDIATELY CALL MY UTILITY AT:

Consolidated Edison	New York State Electric & Gas Company (NYSEG)	National Grid	Orange & Rockland	Central Hudson	Rochester Gas & Electric (RG&E)
800-752-6633	800-572-1131	1-800-867-5222	877-434-4100	800-527-2714	800-743-1701

- 14. **Constellation Contact Information.** I may contact Constellation by mail at Constellation Energy Power Choice, LLC., P.O. Box 4911, Houston, Texas 77210, or by phone M-F 8:00 AM – 8:00 PM EST at 1-800-785-4373, or by email at feedback@constellation.com. If I call Constellation during these hours regarding a utility emergency, my call will be transferred directly to my Utility. If I am calling outside of these hours I will be given my Utility’s emergency phone number to call. If I call Constellation outside of these hours regarding Constellation customer service questions or complaints, I will be prompted to leave my contact information and a message and a Constellation Customer Care representative will return my call when the Customer Care center reopens.
- 15. **Limitation of Liability and Warranty.** CONSTELLATION WILL NOT BE RESPONSIBLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER. CONSTELLATION DOES NOT GIVE ANY TYPE OF WARRANTY, EXPRESS OR IMPLIED, AND TO THE FULL EXTENT OF THE LAW, DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 16. **Force Majeure.** Constellation will not be responsible for supplying electricity to me in the event of circumstances beyond its control such as events of Force Majeure as defined by my Utility or any transmitting or transportation entity, acts of terrorism, sabotage, or acts of God.



17. **Information Release Authorization.** By accepting this contract I authorize Constellation to obtain information from the Utility through the term including, but not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future electricity usage, rate classification, meter readings, characteristics of electricity service and, when charges under this agreement are included on my Utility bill, billing and payment information from the Utility. I authorize Constellation to release that information to third parties who need to use or be aware of such information in connection with my electric generation service, as well as to its affiliates and subcontractors for marketing purposes. These authorizations shall remain in effect as long as this agreement (including any renewal) is in effect. I may rescind these authorizations at any time by either calling Constellation at 1-800-785-4373 or providing written notice to Constellation. Constellation reserves the right to reject my enrollment or terminate the agreement if I rescind these authorizations, if I fail to meet or maintain satisfactory credit standing as determined by Constellation, or if I fail to meet minimum or maximum threshold electricity consumption levels as determined by Constellation. If I fail to remit payment in a timely fashion, Constellation may report the delinquency to a creditreporting agency.
18. **Change in Law.** This Agreement is subject to any future legislation, orders, rules, regulations or my Utility tariff or policy changes ("Change in Law"). In addition to Constellation's right to revise the terms and conditions of this Agreement as provided in the Section 5 above, this Agreement may be revised at any time by Constellation upon the occurrence of a Change in Law. If Constellation requests such a change, they will provide me written notice of the changed prices and/or terms and conditions and I will have an opportunity to terminate this Agreement without any further obligation by notifying Constellation in writing within 30 days after the date of the notice of the new prices and/or terms and conditions, in which case my power and energy service will terminate effective as of the next meter read date after expiration of the required notice period. I will remain responsible for any unpaid balance as of the termination date but Constellation will not assess a termination payment. If there is a Change in Law, including but not limited to a change in Capacity charges in New York which results in Constellation being prevented, prohibited or frustrated from carrying out the terms of this Agreement, Constellation may terminate this Agreement with no further liability.
19. **Miscellaneous.** I will promptly notify Constellation if there are any material changes in my energy consumption. For purposes of accounting, both parties, accept the quantity, quality and measurements determined by my Utility. Except as provided by law I will pay all taxes due and payable with respect to customer obligations under this agreement. This agreement and the Enrollment Form or Welcome Letter reflect my entire agreement with Constellation and supersede any oral or written statements made in connection with this agreement or my electricity supply. Any changes to this agreement must be made in writing. This agreement is subject to any future legislation, orders, rules, regulations, or my Utility tariff or policy changes. There may be a delay before my Utility switches my electricity supply to Constellation; Constellation is not responsible for any such delays. I may not assign my interests and obligations under this agreement without the express written consent of Constellation. Constellation may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof and may assign this agreement to another energy supplier, ESCO or other entity as authorized by the NYPSC. Any required notice will be considered to have been made if mailed to the appropriate party.
-



New York State Public Service Commission **Your Rights as an Energy Services Company Consumer**

ESCO Consumers Bill of Rights

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


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

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

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


You can find more information about your energy alternatives by visiting: www.askpsc.com.

Attachment 4



Constellation
An Exelon Company

Authorized Representative For:
Constellation Energy Power Choice, LLC
Constellation Energy Gas Choice, LLC
Constellation NewEnergy-Gas Division, LLC



AGENT NAME GOES HERE
Rep # 9999

For Agent Verification Please Call:
1.800.918.6322

Agent is not a representative of the Utility



Quality Assurance Program

Statement of Business Integrity

It is the policy of Exelon Generation Company, LLC (“ExGen”), parent company to Constellation Energy Power Choice, LLC (“Constellation”), that ExGen and each of its subsidiaries comply at all times with all applicable governmental laws, rules and regulations. This policy is set forth in the *Exelon Code of Business Conduct* adopted by Exelon Generation Company, LLC.

Purpose

The purpose of the Quality Assurance Program is to provide required information to Constellation personnel regarding New York State Public Service Commission (“Commission”) Uniform Business Practices (“UBP”) applicable to marketing standards for Constellation’s New York products and services.

Review of Marketing Materials

Constellation has adopted a team approach to handling the review of marketing materials prior to either their use in the business or dissemination to third parties. The team consists of Constellation lawyers and contract managers who work in combination throughout the regions where Constellation acts as a retail electricity provider. In furtherance of its policies, Constellation requires the internal use of a Marketing Legal Request Form (requiring the information set forth below) for all marketing requests for legal review. In addition to handling marketing materials, this team also reviews presentations and other communications given by Constellation employees to a wide variety of audiences to insure that the content of such communications is in keeping with both the Principles of Business Integrity and applicable law.

In conducting its review, Constellation scrutinizes the following information prior to approving a marketing materials request:

- Type of Matter/List of Requested Changes
- Business Line Involved/Targeted Customers
- For Campaigns, Means of Transmittal Involved (e.g. Email, Mail, Phone, etc.)
- Internal Functional Groups Involved (e.g. Renewables, Demand Response, etc.)
- States/Regions Involved

Process for Handling Complaints

Constellation is committed to providing high-quality customer service to all of its Customers. To that end, Constellation adheres to the following policy when addressing inquiries and disputes regarding bills rendered by Constellation and any other payment matters.

Attachment 5

Any Customer with a question or complaint regarding its bill or payment arrangements may contact its designated account representative, if any, or a Customer Service Representative by calling toll free 800-785-4373 or by email at questions@constellation.com. The account representative or the Customer Service Representative will make every effort to respond to the Customer's inquiry or resolve its complaint in a timely and satisfactory fashion. In the event that a Customer complaint cannot be resolved by a Customer Service Representative, the Customer may request a review by a Customer Service Supervisor. If a mutually agreeable resolution cannot be reached at that level, the Customer may file a complaint with the New York State Department of Public Service (DPS). The DPS Office of Consumer Services can be reached; by telephone toll free at 888-697-7728; in writing 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

New York Uniform Business Practices Marketing Standards Training

In accordance with the Commission's Order in Case Nos. 98-M-1343, 07-M-1514, and 08-G-0078 issued on October 27, 2008, Constellation developed training to support compliance with Section 10 of the Uniform Business Practices and the accuracy of marketing materials provided to prospective customers. This training is provided as required by the Commission's rules to New York sales marketing personnel as representative part of the annual compliance training discussed below.

Annual Compliance Training

All Constellation personnel are required to attend annual compliance training regarding obligations under applicable laws, rules and regulations. In addition, all Constellation personnel are provided with Constellation Retail Electricity Supplier Handbook. The Retail Electricity Supplier Handbook provides an overview of state regulatory regimes (including New York) applicable to the retail supply of electricity in the jurisdictions currently regulating the retail supply of electricity. It is intended to provide compliance information to Constellation personnel engaged in the marketing and servicing of customers for the supply of electricity and related services. Both the annual compliance training and the Retail Electricity Supplier Handbook are available on a Constellation corporate intranet site.

Third-Party Verification

When conducting telephone or door-to-door sales in New York, Constellation has a third-party verification program in place. Constellation will perform independent third-party verification on all residential and small business electric customers sold by third-party sales vendors via inbound telesales, outbound telesales, and door-to-door sales channels. Third-party verification is in place for the consumer's protection, as well as Constellation and the sales agent, and in some states is required by law. After the sale, the third-party verification agent and customer are connected to begin verification of the sale. Once the sale is confirmed by the third-party verification, the enrollment is sent to Constellation. If the sale is unable to be confirmed by third-party verification, the sale is incomplete.



Date

Customer Name
Customer Address
Account Number

Re: Discontinuance of Service

Dear (Customer),

This letter is to inform you that effective _____, (30 calendar days notice) Constellation Energy Power Choice, LLC (“Constellation”) will discontinue providing retail electricity services in your area. Your Terms of Service Agreement (“Agreement”) with Constellation for the purchase of electricity will be assigned to another Energy Service Company (ESCO). You will receive a separate notification informing you of this assignment and provide instructions on options available if you want to select a different energy provider.

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 about this notification, contact Constellation at 1-800-785-4373.

Sincerely,

Constellation Energy Power Choice, LLC



NOTICE OF ASSIGNMENT

Customer Name _____ For Service at: _____
Customer Account Number _____

PLEASE TAKE NOTICE that, on [Effective Date] _____, Constellation Energy Power Choice, LLC, (“Constellation”) will assign its Contract with _____ (Customer), dated __ (original date of contract) _____, to _____ [Name of New ESCO] _____, as provided for in that Contract. You have the right to either select a different supplier or return to full service with your utility. If you take no action, your service will be assigned to the supplier identified above on the specified date. There will be no changes in the price, terms or conditions of service as set forth in Your Contract with Constellation as a result of this assignment.

Constellation Energy Power Choice, LLC
1221 Lamar Street, Suite 750
Houston, TX 77010
800-785-4373
questions@constellation.com



Constellation Energy Power Choice, LLC

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

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and Constellation Energy Power Choice, LLC, all Constellation Energy Power Choice, LLC's rights, interests and obligations under said Agreement have been assigned and transferred to (name, address, email address, and telephone number of Assignee ESCO) _____. This assignment will be effective as of _____ (15 calendar days notice).

If you have any questions please contact (Assignee ESCO)_____ at _____.

Message Center



Customer Number:
 [REDACTED]

Rate Plan: NYS Bus Fixed 36M SOMERS AGG OPTOUT BRN E
Utility Num: [REDACTED]
Billing Cycle: February 2017
Statement Date: 01/31/2017

Service Address:
 [REDACTED]

Payment Due: February 21, 2017

METER READINGS			PREVIOUS BALANCE	PAYMENTS Through 01/31/2017	UNPAID BALANCE	TOTAL NEW CHARGES	PLEASE PAY
FROM	TO	USED					
12/28/2016	01/30/2017	377 (KWH)	\$29.03	\$29.03	\$0.00	\$28.14	\$28.14

How we calculated your bill:

Usage:	377	Electricity Charge	26.20
Price per KWH:	x \$ 0.06950		
Total Usage Charge:	\$ 26.20	Sales Tax:	1.94
		Total New Charges:	\$ 28.14

For Emergencies or Transmission outages call:

Constellation constellation.com
 Customer Service questions@constellation.com
 800.785.4373

Detach stub at perforation and enclose in the return envelope.

* Late payment charges shall apply for payments received after due date.


Constellation
 An Exelon Company
 PO Box 4911, Houston TX 77210-4911

Payment Due: February 21, 2017
 Customer Number: [REDACTED]
STMT 582395503190000101312017112610

Please Pay
\$28.14

\$ [REDACTED]

Check here if account information is updated on back stub

Please make check payable to:



CONSTELLATION
 PO BOX 5472
 CAROL STREAM IL 60197-5472

Customer Name: _____

New Address:

Street: _____

City: _____ State: _____ Zip Code: _____

New Phone Number: _____

New e-mail: _____ Signature: _____



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

Customer Authorization Process.

The distribution utility or MDSP shall provide information about a specific customer requested by Buyer. Constellation Energy Power Choice, LLC (“CEPC”) and Constellation Energy Gas Choice, LLC (“CEGC”) authorized by the customer to receive the information.

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

Customer Information Provided to CEPC/CEGC ¹

1. Release of Information. A distribution utility and a MDSP shall use the following practices for transferring customer information to CEPC/CEGC .

a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of CEPC/CEGC ’s enrollment request and the information in the Customer Contact Information Set, upon CEPC/CEGC ’s request.

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



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

2. *Customer Contact Information Set.* The distribution utility or MDSP, to the extent it possesses the information, shall provide, upon CEPC/CEGC's request, consumption history for the customer's electric or natural gas account. Consumption history³ for an electric or natural gas account shall include:

1. Customer's service address;
2. Electric or gas account indicator;
3. Sales tax district used by the distribution utility;
4. Rate service class and subclass or rider by account and by meter, where applicable;
5. Electric or natural gas load profile reference category or code, if not based on service class;
6. Usage type (e.g., kWh or therm), reporting period, and type of consumption (actual, estimated, or billed);
7. Twelve months, or the life of the account, whichever is less, of customer data via EDI and, upon separate request, an additional 12 months, or the life of the account, whichever is less, of customer data via EDI or an alternative system at the discretion of the distribution utility or MDSP, and, where applicable, demand information;⁴ if the customer has more than one meter associated with an account, the distribution utility or MDSP shall provide the applicable information, if available, for each meter; and
8. Electronic interval data in summary form (billing determinants aggregated in the rating periods under a distribution utility's tariffs) via EDI, and if requested in detail, via an acceptable alternative electronic format.

3. *Billing Determinant Information Set.* Upon acceptance of CEPC/CEGC's enrollment request, a distribution utility shall provide the following billing information for an electric or natural gas account, as applicable:

- a. customer's service address, and billing address, if different;
- b. electric or natural gas account indicator;
- c. meter reading date or cycle and reporting period;
- d. billing date or cycle and billing period;
- e. meter number, if available;
- f. distribution utility rate class and subclass, by meter;
- g. description of usage measurement type and reporting period;
- h. customer's load profile group, for electric or natural gas accounts only;
- i. life support equipment indicator;
- l. customer's location based marginal pricing zone, for electric or natural gas accounts only; and,
- m. budget billing indicator.⁶

4. *Credit Information Set.* The credit process for residential customers in a POR market does not require a credit check, therefore we would not ask for authorization.



Charges for Customer Information

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

Unauthorized Information Release

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

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

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



Constellation[®]

An Exelon Company

Making
energy work
for you.

Offer available only in Central Hudson service territory.

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D2D NY Central Hudson ver. 9/12/2016

Tell me about electricity
choice.

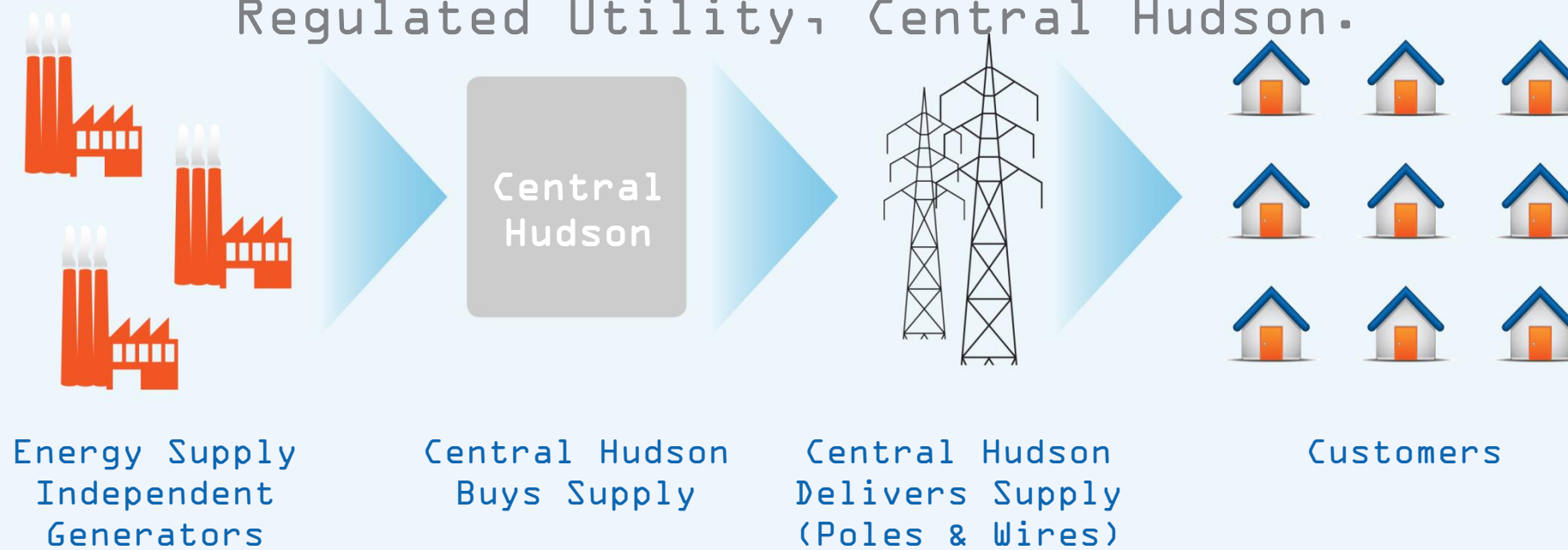


About electricity choice

Electricity service to your home consists of two main parts:

1. Energy Supply (kWh)
2. Energy Delivery (poles and wires)

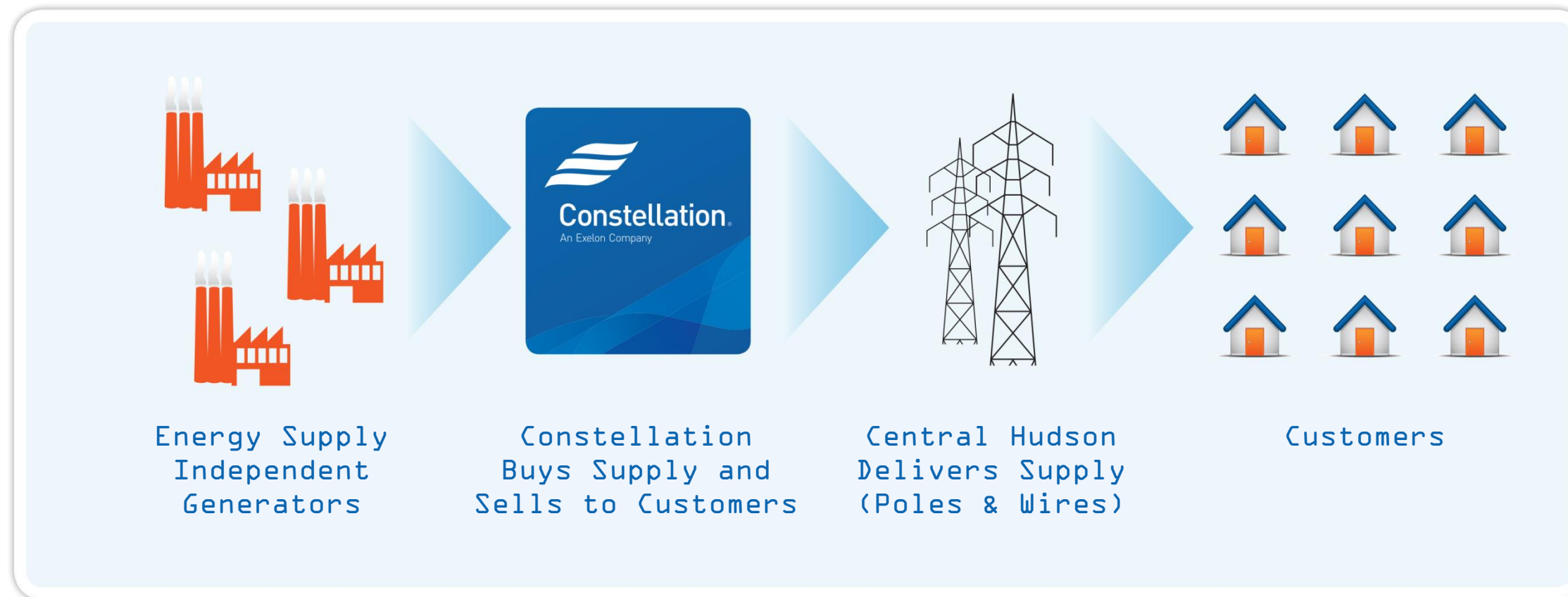
Before electricity choice, both the Energy Supply (kWh) and the Energy Delivery came from one company, the Regulated Utility, Central Hudson.



About electricity choice



Now with electricity choice, you can choose a Energy Services Company (ESCO) for the Energy Supply portion of your service.



What changes and
what stays the same?



Constellation[®]
An Exelon Company



What stays the same?

Central Hudson will continue to:

- ✓ Transmit and deliver electricity to your home.
- ✓ Respond to outages and emergency situations.
- ✓ Provide equal service to all customers regardless of the energy supplier used.
- ✓ Read your meter each month.
- ✓ Send you a bill each month as they do today.

What changes?

Constellation will provide:

- ✓ A low energy supply rate (kWh).
- ✓ Price protection from rate changes for up to 36 months.
- ✓ Constellation's exceptional customer service.
- ✓ Hassle-FREE switching - no service interruption, no sign-up fees from Constellation.

The offering herein is sold and contracted by either Constellation Energy Power Choice, Inc. or Constellation Energy Gas Choice, Inc., each a subsidiary of Exelon Corporation. Errors and omissions excepted. If you terminate your electric contract before its term expires, you may be subject to an early termination fee of up to \$200. If you terminate your natural gas contract before its term expires, you may be subject to an early termination fee of \$200.



Electric Meter #12345 RATE E100 NON HEATING

Electric Service Charges XXX kWh at a cost of \$XXX.XX

Average Daily Cost for Electric \$X.XXXX

Amount of Electricity Used

Nov 13, 2013	Present Reading (act.)	XXXXX
Sep 16, 2013	Previous Reading (act.)	XXXXX

Electricity Used (kWh)

Cost for Electricity Used (for 2.0

ENERGY DELIVERY CHARGES:

Basic Svc Chg	2.0	
Delivery Svc Chg	XXXX	
MFC Admin Chg	XXXX	
Transition Adj	XXXX	
SBC/RPS Chgs	XXXX	
Purch. Power Adj	XXXX	
NYS Assessment	XXXX kWh @	X.XXXXX

Total Delivery Charges

ENERGY SUPPLY CHARGES:

Constellation Supply Chg

XXXX kWh @ X.XXXXX XX.XX

Total Supply Chg

NYS & Local Taxes and Surcharges X.XX

TOTAL ELECTRICITY COST \$XXX.XX

ENERGY SUPPLY CHARGES:
 Constellation Supply Chg
 XXXX kWh @ X.XXXXX XX.XX
Total Supply Chg
XX.XX

Why should I choose Constellation?



Constellation[®]
An Exelon Company

About the Constellation Family



- ✓ Serving New York customers since the onset of electricity choice.
- ✓ Constellation's retail business serves more than 90,000 business and public sector customers and nearly one million residential customers
- ✓ Constellation has merged with Exelon Corporation, creating the largest competitive integrated energy provider in the United States. (NYSE: EXC)
- ✓ Serving gas and/or electricity customers in 47 states as well as Washington, D.C.



Why is switching to Constellation such a smart choice?



Plan Options	36-Month Electric Only	36-Month Bundled Rate
Constellation Supply Rate Per kWh	7.29¢	7.29¢
Visa® Gift Card†	\$50	
Deposit Required by Constellation	ZERO	
Fee from Central Hudson to Switch	FREE	
Satisfaction Guarantee Period**	90 Days	

The offering herein is sold and contracted by either Constellation Energy Power Choice, Inc. or Constellation Energy Gas Choice, Inc., each a subsidiary of Exelon Corporation. Errors and omissions excepted. If you terminate your electric contract before its term expires, you may be subject to an early termination fee of up to \$200. If you terminate your natural gas contract before its term expires, you may be subject to an early termination fee of \$200.

* CENTRAL HUDSON'S RATES ARE SUBJECT TO CHANGE AND, THEREFORE, WE CANNOT GUARANTEE SAVINGS OVER THE FULL TERM OF OUR PRICE PLANS. Our price does not include any taxes, utility distribution charges or other utility fees, charges or credits. The price is quoted only for the specific commodity provided by the supplier.

** Guarantee Period. You may terminate this Contract without incurring an early termination fee during the 90 days following your enrollment date (the Guarantee Period) by notifying us in writing or by calling our customer care center at 1-877-997-9995. Upon your termination during the Guarantee Period, we will return you to being supplied by the Utility or by an alternate supplier at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Contract through such meter read date.

† ONLY NEW CUSTOMER CONTRACTS NOT TERMINATED WITHIN 90 DAYS ARE ELIGIBLE FOR REWARDS CARDS. Cards are issued by Citibank, N.A. pursuant to a license from Visa U.S.A. Inc. and managed by Citi® Prepaid Services. Cards will not have cash access and can be used everywhere Visa® debit cards are accepted.

Please allow 4-10 weeks after your first bill to receive your card. To check the status of your card or to report lost or stolen cards, please call 1-800-522-7458 or email help@citiprepaid.com.

Frequently asked questions.



Answers to smart questions



1. To whom am I switching?

Constellation Energy Power Choice, Inc., located at 810 7th Ave, Suite 400, New York, NY 10019.

2. What is Constellation's relationship to Central Hudson?

Constellation is an independent Energy Services Company (ESCO), approved by the New York State Public Service Commission. Constellation's sales agents do not act on behalf of Central Hudson, the Government, or any consumer groups. Switching to Constellation is not mandatory, and you have the option of staying with Central Hudson for basic generation service.

3. When will my switch take place?

Constellation will become your electric generation service provider effective on the meter read after Central Hudson processes your request to switch.

4. Will I still continue to receive my bill from Central Hudson?

Yes, in order to switch to Constellation, your address must be eligible for utility billing.

The offering herein is sold and contracted by either Constellation Energy Power Choice, Inc. or Constellation Energy Gas Choice, Inc., each a subsidiary of Exelon Corporation. Errors and omissions excepted. If you terminate your electric contract before its term expires, you may be subject to an early termination fee of up to \$200. If you terminate your natural gas contract before its term expires, you may be subject to an early termination fee of \$200.

Answers to smart questions



5. What happens after the fixed price period ends?

Prior to the expiration of any fixed pricing period, you will be sent a letter explaining your renewal options. If you do not choose to stay with Constellation, you must send us a notice of termination, in which case you will be switched back to Central Hudson or to the competitive supplier of your choice. If you do not send us a notice of termination, you will remain with us the term and price as detailed in the renewal notice.

6. Does the kWh rate include Central Hudson charges for delivery?

No. Central Hudson will continue to bill you for distribution charges and other utility fees and charges; our charges for the energy supply will simply be included on your bill.

7. How do I rescind?

You can rescind this contract within three business days after the date of this transaction, or within 3 business days after receiving a written notice from Central Hudson confirming that your enrollment request has been processed, by contacting either Constellation or Central Hudson.

Answers to smart questions



8. What is the 90-Day Satisfaction Guarantee?

In addition to the 3-business day rescission period, Constellation offers new customers a 90-Day Satisfaction Guarantee in which a customer may cancel service without incurring an early termination fee within 90 days of sign-up. Termination after the 90-Day Satisfaction Guarantee Period but before the end of the fixed price period will result in up to a \$200 early termination fee.

9. How does switching affect the electric delivery service?

Switching to Constellation will not impact your electric service reliability, and Central Hudson will still be responsible for delivering your power and responding to any service calls or emergencies.

10. What kind of information will I receive regarding this switch?

Central Hudson will send you a written notice confirming your pending request to switch energy suppliers. Also, Constellation will mail or email you a fulfillment packet with all the offer details including our terms and conditions and a copy of your contract.

Tell me about natural gas
choice.

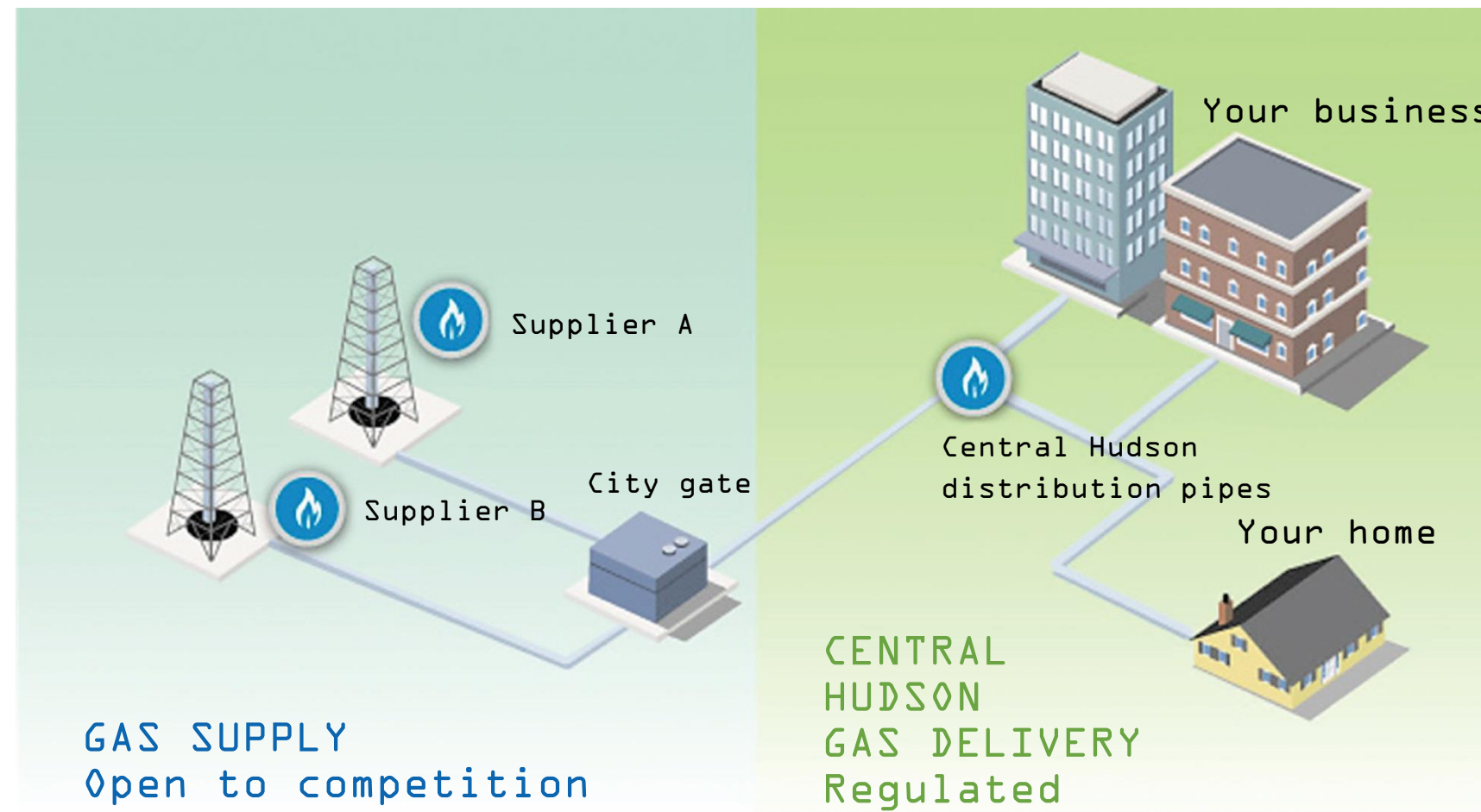


Constellation[®]
An Exelon Company

About natural gas choice



With natural gas choice, you can choose a new supplier for the gas supply portion of your commodity service.



Why is switching to Constellation such a smart choice?



Plan Options	Natural Gas Only	Bundled Rate
Fixed Natural Gas Supply Rate per Therm	57.9¢	57.9¢
Visa® Gift Card†	\$0	\$50
Deposit Required By Constellation	ZERO	
Fee from Central Hudson to Switch	FREE	
Protection Period from Rate Changes	36 Months	
Satisfaction Guarantee Period**	90 Days	

The offering herein is sold and contracted by either Constellation Energy Power Choice, Inc. or Constellation Energy Gas Choice, Inc., each a subsidiary of Exelon Corporation. Errors and omissions excepted. If you terminate your electric contract before its term expires, you may be subject to an early termination fee of up to \$200. If you terminate your natural gas contract before its term expires, you may be subject to an early termination fee of \$200.

* CENTRAL HUDSON'S RATES ARE SUBJECT TO CHANGE AND, THEREFORE, WE CANNOT GUARANTEE SAVINGS OVER THE FULL TERM OF OUR PRICE PLANS. Our price does not include any taxes, utility distribution charges or other utility fees, charges or credits. The price is quoted only for the specific commodity provided by the supplier.

** Guarantee Period. You may terminate this Contract without incurring an early termination fee during the 90 days following your enrollment date (the Guarantee Period) by notifying us in writing or by calling our customer care center at 1-877-997-9995. Upon your termination during the Guarantee Period, we will return you to being supplied by the Utility or by an alternate supplier at your next available meter read date and you will remain responsible for payment for electricity and related costs and charges incurred under this Contract through such meter read date.

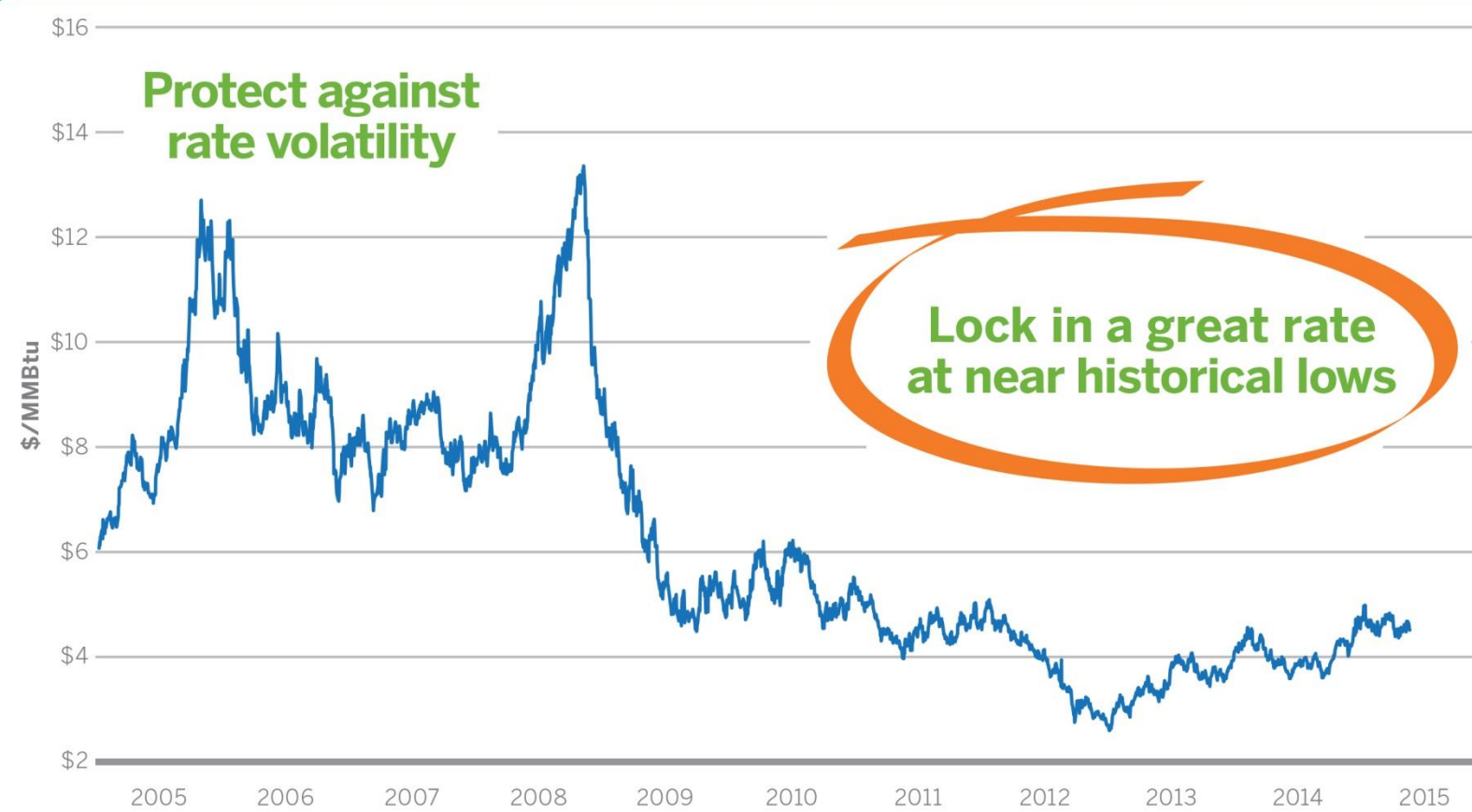
† ONLY NEW CUSTOMER CONTRACTS NOT TERMINATED WITHIN 90 DAYS ARE ELIGIBLE FOR REWARDS CARDS. Cards are issued by Citibank, N.A. pursuant to a license from Visa U.S.A. Inc. and managed by Citi® Prepaid Services. Cards will not have cash access and can be used everywhere Visa® debit cards are accepted.

Please allow 4-10 weeks after your first bill to receive your card. To check the status of your card or to report lost or stolen cards, please call 1-800-522-7458 or email help@citiprepaid.com.

About natural gas choice



Historical Wholesale Natural Gas Rate Volatility*



*Historical natural gas rate volatility is represented by the NYMEX Henry Hub Futures 12-month strip. Retail natural gas prices are related to, but do not track 100%, wholesale prices. We cannot predict whether retail natural gas prices will increase, decrease, or stay the same in the coming months and years.

Frequently asked questions.



Answers to smart questions



1. To whom am I switching?

Constellation Energy Gas Choice, Inc., located at 810 7th Ave, Suite 400, New York, NY 10019.

2. What is the relationship between Constellation and Central Hudson?

Constellation is an independent Energy Services Company (ESCO), approved by the New York State Public Service Commission. Constellation's sales agents do not act on behalf of Central Hudson, the Government, or any consumer groups. Switching to Constellation is not mandatory, and you have the option of staying with Central Hudson for basic supply service.

3. Will I continue to receive one gas bill if I choose Constellation as my gas supplier?

YES! You will continue to receive one bill from Central Hudson. The Constellation gas commodity charge will be listed on your Central Hudson gas bill in place of Central Hudson's GSC rate. Gas delivery and customer charges and taxes will also appear on your Central Hudson bill.

4. Will I be able to continue on Central Hudson's Budget Bill program if I choose Constellation as my gas supplier?

You will be able to remain on the Central Hudson Budget Bill program for Central Hudson's

delivery charges. However, the gas commodity charges (from the third party supplier,

Answers to smart questions



5. What is a therm?

A therm is the unit of measurement for natural gas. Your total gas bill is comprised of the number of therms you use, multiplied by the cost per therm, plus other gas delivery charges.

6. Will my price change during the 36-month price protection period?

No. Choosing Constellation as your ESCO can allow you to manage your bill more effectively. Your bill will reflect your locked in price per therm multiplied by the number of therms you consume within the billing period. The fixed price protects your budget from the price fluctuations that can typically occur with gas prices throughout the year. Central Hudson charges can vary each month.

7. What if I want to cancel with my current alternative gas supplier and switch to Constellation?

Before switching, carefully review the terms and conditions of the contract with your current alternative gas supplier to understand any required notifications or potential early termination fees.

8. Are there any additional charges or cancellation fees?

There are no enrollment fees from Constellation. However, after the three-business day rescission period is over, if you cancel or terminate your contract after the 90-Day Guarantee but

Answers to smart questions



9. What kind of information will I receive regarding my switch?

Central Hudson will send you a written notice confirming your pending request to switch energy suppliers. Also, Constellation will mail you a Welcome Package with all the offer details including our terms and conditions and a copy of your contract.

10. How do I rescind?

You can rescind this contract within three business days after the date of this transaction, or within 3 business days after receiving a written notice from Central Hudson confirming that your enrollment request has been processed, by contacting either Constellation or Central Hudson.

11. What is the 90-Day Satisfaction Guarantee?

In addition to the 3-business day rescission period, Constellation offers new customers a 90-Day Satisfaction Guarantee in which a customer may cancel service without incurring an early termination fee within 90 days of sign-up. Termination after the 90-Day Satisfaction Guarantee Period but before the end of the fixed price period will result in a \$200 early termination fee.

Answers to smart questions



12. Who will come out and check for gas leaks and respond to emergencies?

The local utility company, Central Hudson, will respond to emergencies and check for gas leaks. They still own, operate and maintain all of the gas distribution systems.

13. Who can help me with questions concerning my bill?

Constellation can answer questions about the commodity portion of your bill. You will need to contact Central Hudson about the distribution and customer charges on your bill. You can reach us at 1-800-785-4373. You can contact Central Hudson directly at the following phone number: 1-845-452-2700.



New York Offer Summary (O&R)

To whom are you switching? Constellation Energy Gas Choice, LLC., located at 810 7th Ave, Suite 400, New York, NY 10019.

What is Constellation's relationship to O&R? Constellation is an independent Energy Services Company (ESCO), approved by the New York State Public Service Commission. Constellation's sales agents do not act on behalf of O&R, the Government, or any consumer groups. Switching to Constellation is not mandatory, and you have the option of staying with O&R for basic generation service.

When will my switch take place? Constellation will become your natural gas generation service provider effective on the meter read after O&R processes your request to switch.

Will I still continue to receive my bill from O&R? Yes, in order to switch to Constellation, your address must be eligible for utility billing.

Offer Details	
Constellation ___ Month Fixed Price Plan	___.___¢/Ccf
Early Termination Fee	Up to \$200
Deposit Required	Zero
Fee from Constellation to Switch	FREE
Satisfaction Guarantee Period*	90 Days

* Guarantee Period. You may terminate this Contract without incurring an early termination fee during the 90 days following your enrollment date (the Guarantee Period) by notifying us in writing or by calling our customer care center at 1-877-997-9995. Upon your termination during the Guarantee Period, we will return you to being supplied by the Utility or by an alternate supplier at your next available meter read date and you will remain responsible for payment for natural gas and related costs and charges incurred under this Contract through such meter read date. The customer also forfeits its right to the Visa® Gift Card. Termination after the 90-Day Satisfaction Guarantee Period but before the end of the fixed price period will result in up to a \$200 early termination fee.

What happens after the fixed price period ends? Prior to the expiration of any fixed pricing period, you will be sent a letter explaining your renewal options. If you do not choose to stay with Constellation, you must send us a notice of termination, in which case you will be switched back to O&R or to the competitive supplier of your choice. If you do not send us a notice of termination, you will remain with us at the term and price as detailed in the renewal notice.

Does the Ccf rate include O&R charges for delivery? No. O&R will continue to bill you for distribution charges and other utility fees and charges; our charges for the gas supply will simply be included on your bill.

© Constellation Energy Resources, LLC 2016. All rights reserved. The offering herein is sold and contracted by Constellation Energy Gas Choice, LLC., a subsidiary of Exelon Corporation. Errors and omissions excepted.



How do I rescind? You can rescind this contract within three business days after the date of this transaction, or within 3 business days after receiving a written notice from O&R confirming that your enrollment request has been processed, by contacting either Constellation or O&R.

What is the 90-Day Satisfaction Guarantee? In addition to the 3-business day rescission period, Constellation offers new customers a 90-Day Satisfaction Guarantee in which a customer may cancel service without incurring an early termination fee within 90 days of sign-up. Termination after this 90-Day Satisfaction Guarantee period but before the end of the fixed price period will result in up to a \$200 early termination fee. You will remain responsible for any supply charges incurred after the 3-business day rescission period until your requested termination is processed.

How does switching affect the natural gas delivery service? Switching to Constellation will not impact your natural gas service reliability, and O&R will still be responsible for delivering your natural gas and responding to any service calls or emergencies.

What kind of information will I receive regarding this switch? O&R will send you a written notice confirming your pending request to switch natural gas suppliers. Also, Constellation will mail or email you a fulfillment packet with all the offer details including our terms and conditions and a copy of your contract.

Important Phone Numbers:

Constellation's customer care number is 877-997-9995

O&R phone number is 877-434-4100

The Commission's phone number is 888-697-7728

LOCK IN our lowest rates for electric and natural gas supply. Plus, get a \$50 Gift Card.

About Constellation:

We've provided affordable energy to homes and businesses nationwide for years. Constellation's family of retail businesses serves more than 2.5 million residential, public sector and business customers, including more than two-thirds of the Fortune 100.



***O&R RATES ARE SUBJECT TO CHANGE AND, THEREFORE, WE CANNOT GUARANTEE SAVINGS OVER THE FULL TERM OF OUR PRICE PLANS.** Our price does not include any taxes, utility distribution charges or other utility fees, charges or credits. The price is quoted only for the specific commodity provided by the supplier. If you terminate your contract after the first 90 days but before its term expires, you may be subject to an early termination fee of up to \$200 and will remain responsible for payment for electricity related costs and charges incurred under this contract through such meter read date.

† Only new customer successful enrollments with Constellation. Cards are issued by Virtual Incentives. Valid email address required for receipt of Gift Card. Gift Cards will not have cash access. For any questions about your Gift Card, call our customer care team at 1-877-997-9995. The listed merchants are in no way affiliated with Constellation nor are the listed merchants to be considered sponsors or co-sponsors of this program. Use of merchant names and/or logos is by the permission of each respective merchant and all trademarks are the property of their respective owners. Terms and conditions are applied to gift cards/certificates. Please see the merchant gift card/gift certificate for additional terms and conditions, which are subject to change at merchant's sole discretion. Reward link expires in 3 months.

©2016 Constellation Energy Resources, LLC. All rights reserved. The offerings described are sold and contracted by Constellation Energy Power Choice, LLC, a subsidiary of Exelon Corporation. Contact us with any questions at 1-877-997-9995, via email at home@constellation.com or by writing Constellation, 100 Constellation Way, Suite 1200C, Baltimore, MD, 21202, USA.

NY1-O&R



810 7th Avenue, Suite 400
New York, NY 10019

PRSRT STD
U.S. POSTAGE
PAID
TWMS

**Attention Orange & Rockland Customers:
Important 2016 Supply Rate Information.**

TO OPEN, FOLD AND TEAR HERE

FOLD LINE

TO OPEN, FOLD AND TEAR HERE

FOLD LINE

TO OPEN, FOLD AND TEAR HERE

FOLD LINE

TO OPEN, FOLD AND TEAR HERE

FOLD LINE

LOCK IN a fixed, discounted rate on electric and natural gas supply.

Get Price Protection Through 2018.
Plus, get a **\$50 Gift Card**.



Visit **Constellation.com/SAVERCW3**

Provide this Personal Code: **SAVERCW3**

or call 1-888-914-4891

<Dear Sample Sample, >

As an Orange & Rockland (O&R) customer, you have the right to choose your energy supplier. Start 2016 with a discounted energy bundle from Constellation and get our very best 36-month supply rates for both electric and natural gas.*

Protect against potential O&R rate changes and:

- Secure **discounted rates fixed for 36 months** on BOTH Electric and Natural Gas Supply
- Receive a **\$50 Gift Card** after 90 days with Constellation†

The only difference is your new, discounted energy supply rates. Nothing else changes.

- O&R will still deliver your electricity and natural gas—and send your bills
- No new equipment or installation necessary
- No interruption in your service
- No sign-up fees from Constellation

Bundle and SAVE

Electric Supply Rate	+	Natural Gas Supply Rate
7.79¢/kWh		53.9¢/CCF
Both fixed for 36 months		

Plus a **\$50
Gift Card!**



Enroll in minutes!

1. Visit **Constellation.com/SAVERCW3** or call 1-888-914-4891
2. Have your Electric and Natural Gas Account Numbers (from your O&R bills)
3. Provide Personal Code: **SAVERCW3**

We'll notify O&R for you!
It's that easy.

We make it easy to protect yourself from potential O&R supply rate changes.

Visit **Constellation.com/SAVERCW3** or call 1-888-914-4891

Start 2016 by locking in a fixed electric and natural gas bundled discount from Constellation:

- ✓ Protect against future O&R supply rate changes for the next **36 months**
- ✓ Enjoy a simple sign up—we'll contact O&R for you
- ✓ Receive all your energy from a trusted energy supplier
- ✓ Get a bonus: **\$50 Gift Card**

Lock in your bundled discounted rates and get a **\$50 Gift Card!**

Visit **Constellation.com/SAVERCW3** or call 1-888-914-4891

Provide this Personal Code: **SAVERCW3**

Respond by 2/28/2016

NY1-O&R

Only need Electric or Natural Gas? Just ask!



CONFIDENTIAL
Evaluation of 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 Bonds) :

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	\$	_____
- Other	\$	_____
	\$	_____
	\$	_____
	\$	_____



BUDGET BILLING PLAN

Customer Name: _____

Address: _____

Account# _____

Under this Plan, [UTILITY NAME] agrees to provide services in return for your agreement to make payments according to the terms of this Plan.

This Plan requires that you pay \$XX.XX per month for the 12 month period starting with the billing cycle commencing on MM/DD/YYYY and ending on MM/DD/YYYY.

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

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

The Plan shall be subject to regular review for conformity with actual billings. [UTILITY NAME] reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond the average monthly consumption.

BUDGET BILLING PLAN

Page 2

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

In the last month of the Plan, [UTILITY NAME] shall true up your account based on a comparison of the aggregate billing under this billing plan and the amount you would have been charged for the budget period if you were not on the plan. If you owe [UTILITY NAME] a sum of money due to the true up, you will be billed for the amount due. If you have been over billed you will be issued a credit to be applied to the next plan year.

Yes! I would like Budget Billing:

Return one signed copy to [UTILITY NAME] by MM/DD/YYYY.



FINAL SUSPENSION NOTICE

DATE

Constellation Energy Power Choice, LLC
[address]
[toll-free number]

Customer Name
Address
City, State, Zip
Account#

Dear (customer name):

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

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

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

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

PLEASE REMIT \$XX.XX BY XX/XX/XXXX TO AVOID SUSPENSION OF YOUR ESCO ACCOUNT.

Sincerely,

Constellation Energy Power Choice, LLC
Credit and Collections



FINAL TERMINATION NOTICE

DATE

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

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

If you disagree with the amount owed, you may call or write the utility at (Address and phone number), or you may contact the Public Service Commission at 1-800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL.

PLEASE REMIT \$XX.XX BY MM/DD/YY TO AVOID TERMINATION OF YOUR SERVICE.

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

Sincerely,

[UTILITY NAME]
Credit and Collections



NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY

[UTILITY name]
[Address]
[Toll-free number]

Customer Name: _____

Address: _____

City, State, Zip: _____

Account#: _____

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



Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement which obligated you to make a down payment of \$XX.XX by MM/DD/YYYY and regular payments of \$XX.XX in addition to your current charges, in order to avoid termination of commodity service. You have failed to comply with the terms of the Residential Deferred Payment Agreement. We are notifying you that you must meet the terms of the existing DPA by making the necessary payment within 20 calendar days of the date payment was due, or a final termination notice may be issued to terminate your service.

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (xxx) xxx-xxxx because a new payment agreement may be available. Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office by calling xxx-xxxx..

The total amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is: \$XX.XX.



QUARTERLY BILLING PLAN

Customer Name: _____

Premise Address: _____

Account Number: _____

Under this plan, [UTILITY NAME] agrees to provide services in return for your agreement to make payments according to terms of this Plan.

The Customer confirms that he/she is greater than 62 years old, and that the Customer's bills in the preceding 12 months starting on MM/DD/YY and ending on MM/DD/YY, did not exceed \$150.

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

On the dates specified above, you will be billed for actual charges incurred and you will be required to pay such amount stated on the bill. If you fail to pay the bill when it is due, you may be subject to termination of service pursuant to the Home Energy Fair Practices Act.

Yes! I would like Quarterly Billing:

Return one completed copy to [UTILITY NAME] by MM/DD/YYYY.



Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to [UTILITY NAME] for this account as of MM/DD/YYYY is \$XX.XX.

[UTILITY NAME] is required to offer a payment agreement that you are able to pay considering your financial circumstances. **This agreement should not be signed if you are unable to keep the terms.** Alternate terms may be available if you can demonstrate financial need. Alternate terms may include no down payment and payments as low as \$10 per month above your current bills. **If you sign and return this form, along with the down payment by MM/DD/YYYY you will be entering into a payment agreement and by doing so will avoid termination of service.**

Assistance to pay utility bills may be available to recipients of public assistance or supplemental security income from your local social services office. This agreement may be changed if your financial circumstances change significantly because of conditions beyond your control. If after entering into this agreement, you fail to comply with the terms, [UTILITY NAME] may terminate service. If you do not sign this agreement or pay the total amount due of \$XX.XX by MM/DD/YYYY, [UTILITY NAME] may seek to terminate your service. **If you are unable to pay these terms, if further assistance is needed, or if you wish to discuss this agreement please call [UTILITY NAME] at 1-800-XXX-XXXX.**

Payment of Outstanding Balance:

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

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

Yes! I would like Budget Billing

Acceptance of Agreement:

Customer Signature: _____ Date: _____

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

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



Constellation Energy Power Choice, LLC (“CEPC”) and Constellation Energy Gas Choice, LLC (“CEGC”) has instituted and will continue to apply the following procedures to prevent slamming and cramming:

1. All marketing representatives are and will continue to be required to clearly identify that they are marketing on behalf of CEPC/CEGC.
2. CEPC/CEGC does and will continue to identify that the individual being marketed to is authorized to purchase commodity for the account.
3. CEPC/CEGC does and will continue to follow specific procedures codified in Section 5, Attachments 1, 2 and 3 and Section 10 of the Uniform Business Practices to the extent applicable to its marketing operations.
4. CEPC/CEGC has and will continue to monitor marketing scripts and review telemarketing calls to maintain service quality.
5. Cramming will be prevented as CEPC/CEGC has and will continue to use utility consolidated billing in the service territories where it operates, thereby limiting the items included on the bill.
6. CEPC/CEGC has and will continue to implement and follow the provisions of the Marketing Training and Quality Assurance program.
7. CEPC/CEGC marketing representatives have and will continue to display the appropriate Photo Identification.

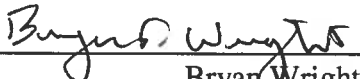
**Constellation Energy Power Choice, LLC
New York State Public Service Commission**

CONFIDENTIAL INFORMATION REDACTED

Third Party Vendor List

ATTESTATION

I, Bryan Wright, hereby attest that Constellation Energy Power Choice, LLC will comply with the requirements of the New York State's Environmental Disclosure Program for ESCO's electric customers.



Bryan Wright

2/16/17

DATE



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

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

Date 2/15/17

Company Name Constellation Energy Power Choice, LLC

President Mark Huston

Mailing Address 1310 Point Street

Baltimore, MD 21231

E-mail Address mark.p.huston@constellation.com

Phone Number 410-470-2846 Fax Number 410-470-2600

Vice President / Director of Customer Service Savvas Spanos

Mailing Address 10010 Junction Dr, Suite 104-S

Annapolis Junction, MD 20701

E-mail Address questions@constellation.com

Phone Number 800-785-4373 Fax Number 800-785-4374

Primary Regulatory Complaint Manager Chris Wentlent

Mailing Address 810 7th Avenue, Suite 400

New York, NY 10019

E-mail Address christopher.wentlent@constellation.com

Phone Number 603-343-0500 Fax Number _____

Secondary Regulatory Complaint Manager Melissa Lauderdale-Ward

Mailing Address 1310 Point Street

Baltimore, MD 21231

E-mail Address melissa.lauderdale-ward@constellation.com

Phone Number 410-470-3582 Fax Number _____

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

choicecompliance@constellation.com