

ATTACHMENT A

Proof of NYS Department of State Registration

FILING RECEIPT

=====

ENTITY NAME: COLUMBIA UTILITIES POWER, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: KING

SERVICE COMPANY: ** NO SERVICE COMPANY **

SERVICE CODE: 00 *

=====

FILED:11/21/2006 DURATION:***** CASH#:061121000434 FILM #:061121000395

ADDRESS FOR PROCESS

EXIST DATE

THE LLC
1350 60 STREET
BROOKLYN, NY 11219

11/21/2006

REGISTERED AGENT

=====

FILER	FEES		PAYMENTS	
-----	-----		-----	
	FILING	200.00	CASH	0.00
	TAX	0.00	CHECK	350.00
RONALD PALMESE	CERT	0.00	CHARGE	0.00
1350 60 STREET	COPIES	0.00	DRAWDOWN	0.00
	HANDLING	150.00	OPAL	0.00
BROOKLYN, NY 11219			REFUND	0.00

=====

ATTACHMENT B

Sales Agreement

NATURAL GAS & ELECTRICITY SALES AGREEMENT



Columbia Utilities, LLC
 Columbia Utilities Power, LLC
 1350 60th Street
 Brooklyn, NY 11219
 Phone (877) 7COLUMBIA
 (877) 726 - 5862
 Fax (718) 851 - 2427
 www.ColumbiaUtilities.com

ENROLLMENT DATA

ENROLLEE'S NAME _____
 ADDRESS _____

 LAST 4 DIGITS SS# / FULL TAX ID / DOB _____
 TELEPHONE (HOME) _____
 (BUSINESS) _____
 E-MAIL ADDRESS _____

GAS	
ACCOUNT NAME	
UTILITY ACCOUNT#	
SERVICE ADDRESS	
UTILITY	PROMO-CODE

ELECTRIC	
ACCOUNT NAME	
UTILITY ACCOUNT#	
SERVICE ADDRESS	
UTILITY	PROMO-CODE

This is an agreement between Columbia Utilities, LLC ("Columbia Utilities" or "Columbia") and you for natural gas supply service and/or Columbia Utilities Power, LLC ("Columbia Utilities Power" or "Columbia") and you for electric supply service at each of the account addresses listed above (or in an addendum). You agree to purchase all the natural gas and/or electricity from Columbia Utilities and/or Columbia Utilities Power required to service each of the accounts listed above (or in any addendum) ("Purchase Quantities") at a variable price, as described below and on the reverse side in the General Terms and Conditions of this Agreement.

CUSTOMER DISCLOSURE STATEMENT	
Price	Variable. If you receive natural gas supply service from Columbia Utilities, for your first two billing cycles, you will pay an introductory price of \$ _____ per therm. Beginning in the third billing cycle, you will pay a price that may vary from month to month as described below. If you receive electric supply service from Columbia Utilities Power, for your first two billing cycles, you will pay an introductory price of \$ _____ per kWh. Beginning in the third billing cycle, you will pay a price that may vary from month to month as described below.
Variable Price Calculation	Natural Gas Price: Beginning in the third billing cycle, you will pay a price that may vary from month to month based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that Columbia performs for you, and other prevailing market conditions. There is no limit on how much the price of your natural gas supply service may change from one billing cycle to the next. Electric Price: Beginning in the third billing cycle, you will pay a price that may vary from month to month based on a monthly zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that Columbia performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by Columbia, and other prevailing market conditions. Natural Gas & Electric Supply Service: You are responsible for paying and reimbursing Columbia for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Columbia and/or you by federal state, and/or local authorities that Columbia passes through to you. If you are tax exempt, you must furnish Columbia with an exemption certificate before service commences.
Length of Agreement and End Date	You will buy your natural gas and/electric supply service from Columbia for the street address(es) listed above (or in any addendum) beginning on a date set by your utility ("Starting Date") and will continue to purchase your natural gas and/or electric supply service from Columbia for an initial period of one month from the Starting Date, subject to the automatic renewal described below and in the General Terms and Conditions.
How Customer Can Rescind The Agreement	If you are a residential customer, you may cancel this agreement without penalty within three business days of your receipt of this Agreement by calling Columbia at (877) 726-5862 or by sending an email to CustomerService@columbiautilities.com and asking to cancel this Agreement. You also may cancel by sending a signed and dated letter or notice requesting cancellation via regular mail, overnight carrier, telegram, or hand delivery to Columbia Utilities, LLC / Columbia Utilities Power, LLC, 1350 60th Street, Brooklyn, NY 11219.
Amount of Early Termination Fee	None.
Amount of Late Payment Fee and Method of Calculation	You will pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owed and not received by Columbia within 20 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You shall also pay Columbia's reasonable attorneys' fees and expenses incurred in collecting any payment from you.
Agreement Renewals	This Agreement will renew automatically on a month-to-month basis under the same terms, or with changes to your benefit (with the price for gas and/or electric supply service staying the same, decreasing, or increasing), unless you or Columbia terminate the Agreement by giving the other party at least 30 days' advance written notice before the end of any one month term.
Conditions under which Savings Are Guaranteed	Savings are not guaranteed.

I would like Budget Billing: _____ (Please initial if you would like Budget Billing.) *Restrictions may apply.

You understand and/or acknowledge as follows: (A) you are the named customer on each of the accounts listed above (or in any addendum), or are the spouse of the named customer on the above account(s), and you are over 18 years old and authorized to make decisions concerning the account(s); (B) any sales representative with whom you have spoken represents Columbia and is not from your local utility company or affiliated with your local utility company; (C) there is no cost to switch to Columbia as your gas and/or electricity supplier or to enroll in Columbia's Natural Gas Choice Program or Power Choice Program; (D) you may cancel this Agreement at any time, without penalty; (E) your gas supply service will be provided by Columbia Utilities and/or your electric supply service will be provided by Columbia Utilities Power; (F) your utility will continue to deliver your gas and/or electricity and send you a single bill for your gas and/or electric supply service; (G) your utility will also be available to respond to leaks or other emergencies, should they occur; (H) you have received a copy of the "ESCO Consumers Bill of Rights;" (I) (Door-to-door Sales Only) you have received two copies of the "Notice of Cancellation" that is part of this Agreement.

You authorize Columbia to initiate service to the accounts listed above (or in any addendum), to begin your enrollment, and to obtain historical billing data, consumption, and other information about you ("Customer Information") from your utility for as long as you remain a customer of Columbia, so that Columbia can start and maintain its service to you. Columbia reserves the right to refuse to provide service to you under this Agreement if it is unable to obtain the necessary Customer Information or it obtains Customer Information that it considers unsatisfactory. You may rescind your authorization for the release of Customer Information at any time.

IF YOU ARE A RESIDENTIAL CUSTOMER, YOU MAY CANCEL THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOUR RECEIPT OF THIS AGREEMENT. IF YOU CANCEL, YOU WILL RECEIVE A CANCELLATION NUMBER FROM COLUMBIA.

FOR DOOR-TO-DOOR SALES ONLY -- 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.

By signing below, you agree to the terms and conditions of this Agreement, including the General Terms and Conditions on the reverse side.

FOR Columbia Utilities, LLC and/or Columbia Utilities Power, LLC (Seller) BY _____ (_____) ENROLLEE'S NAME (PRINT) RELATION TO ACCT NAME

BY _____ (_____) REPRESENTATIVE'S NAME (PRINT) ID NUMBER BY _____ ENROLLEE'S SIGNATURE

BY _____ REPRESENTATIVE'S SIGNATURE DATE _____ MONTH / DAY / YEAR



GENERAL TERMS AND CONDITIONS FOR NATURAL GAS & ELECTRICITY SALES AGREEMENT

PRICE. Natural Gas Price: If you receive natural gas supply service from Columbia Utilities, for your first two billing cycles, you will pay the introductory price stated in the Price section of the Customer Disclosure Box on the reverse side of this Agreement. Beginning in the third billing cycle, you will pay a price that may vary from month to month based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that Columbia performs for you, and other prevailing market conditions. There is no limit on how much the price of your natural gas supply service may change from one billing cycle to the next. **Electric Price:** If you receive electric supply service from Columbia Utilities Power, for your first two billing cycles, you will pay the introductory price stated in the Price section of the Customer Disclosure Box on the reverse side of this Agreement. Beginning in the third billing cycle, you will pay a price that may vary from month to month based on a monthly zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that Columbia performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by Columbia, and other prevailing market conditions. **Natural Gas & Electric Supply Service:** You are also responsible for paying and reimbursing Columbia for all applicable taxes, and other government fees, assessments, and charges, however designated, relating to the service provided under this Agreement. This may include, but shall not be limited to, utility taxes, gross receipts taxes, and sales or use taxes imposed on Columbia and/or you by federal state, and/or local authorities that Columbia passes through to you. If you are tax exempt, you must furnish Columbia with an exemption certificate before service commences.

LENGTH OF AGREEMENT AND RENEWALS. You will buy your natural gas and/or electric supply service from Columbia for the street address(es) listed on the first page (or in any addendum) beginning on a date set by your utility ("Starting Date") and will continue to purchase your natural gas and/or electric supply service from Columbia for an initial period of one month from the Starting Date. After the initial one month period, your purchase of natural gas and/or electric supply service from Columbia will continue automatically on a month-to-month basis under the same terms and conditions unless either you or Columbia terminates this Agreement by giving at least 30 days' advance written notice to the other before the end of any one month term. There will be no charge to you for stopping your natural gas and/or electric supply service if you do so in accordance with the terms of this Agreement.

AGENCY. Gas – If you are purchasing natural gas supply service from Columbia Utilities, you hereby designate Columbia Utilities as your agent to: (a) arrange and administer contracts and service arrangements between you and your utility, and between you and the interstate pipeline transporters of your gas; (b) nominate and schedule with the interstate pipeline(s) the transportation of your gas from the Sales Point(s) to the Delivery Point(s), and with your utility for the transportation of your gas from the Delivery Point(s) to the your premises; and (c) aggregate your gas with the gas supplies of Columbia's other customers in order for you to qualify for transportation service and to address and resolve imbalances (if any) during the term of this Agreement. As your agent, Columbia will schedule the delivery of a quantity of gas at the Sales Point(s) necessary to meet your city gate requirements based on the consumption and other information that Columbia receives from your utility. The Sales Point(s) for the gas will be a point or points located outside of the jurisdictional limits of the municipality, county, or other taxing authority where your service address(es) is located selected from time to time by Columbia to assure service reliability. The Delivery Point(s) for gas transported by interstate pipelines will be the city gate station(s) of your utility. Columbia, as your agent, will arrange for the transportation of the gas from the Sales Point(s) to the Delivery Point(s), and from the Delivery Point(s) to your premises.

Electricity – If you are purchasing electric supply service from Columbia Utilities Power, you hereby designate Columbia Utilities Power as your agent for the purpose of arranging, contracting for, and administering transmission services (including those provided by your electric utility) for the delivery of electricity. The Sales Point(s) for the electricity will be at one or more points on the NYISO administered transmission system located outside of the jurisdictional limits of the municipality, county, or other taxing authority where your service address(es) is located, selected from time to time by Columbia Utilities Power to assure service reliability. The Delivery Point(s) for electricity will be one or more points at which Columbia, as your agent, has arranged for the delivery of electricity to you or to a third party (such as your utility) for your account.

BILL PAYMENT. You will be billed and will pay Columbia Utilities for natural gas supply service and/or Columbia Utilities Power for electric supply service based on meter readings and consumption information that Columbia receives from your utility ("Billing Quantity"). Columbia will have the option to adjust the Billing Quantity for fuel and distribution/line loss retained by your utility or any interstate transporters from the Purchase Quantity. You will receive a single bill from your utility that will include charges for the utility's transportation of gas and/or electricity from the Delivery Point(s) to your meter(s), your purchase of gas and/or electricity from Columbia, and other applicable charges. Payment is due on receipt of your bill. If payment is not received from you on a timely basis, Columbia may, after 15 days' written notice to you, suspend performance and cancel this Agreement, provided that you will still remain obligated to pay for all gas and/or electricity sold to you prior to such cancellation. You shall pay a late payment charge on all unpaid amounts (including arrears and late payment charges) owing and not received by Columbia within 20 days of the date of the bill at a rate of 1.5% per month or the maximum amount permitted by law, whichever is lower. You also agree to pay Columbia's reasonable attorneys' fees and expenses incurred by Columbia in collecting any payment from you. Your bill payments that are not in dispute shall be allocated in the following order of priority of payment: (1) to amounts owed to avoid termination, suspension, or disconnection of commodity or delivery service; (2) to amounts owed under a deferred payment agreement; (3) to arrears; and (4) to current charges not associated with a deferred payment agreement. Payments will be pro-rated to the charges within each of the above categories in proportion to Columbia's and the utility's charges in that category.

TITLE, RISK OF LOSS, ETC. You and Columbia agree that title to, control of, and risk of loss of the Purchase Quantities supplied under this Agreement will transfer from Columbia to you at the Sales Point(s). Columbia and you agree that transactions under this Agreement are originated and consummated outside the jurisdictional limits of the municipality, county, or other taxing authority where your service address(es) is located. If a taxing authority determines that a gross receipts tax or other tax is applicable to the sale of natural gas or electric supply service under this Agreement, you agree to pay such tax.

CONSUMER PROTECTION AND COMPLAINT PROCEDURES. Residential service provided by Columbia is governed by the Home Energy Fair Practices Act (HEFPA). Prior to termination of service, Columbia will provide you at least 15 days' written notice. In the event of nonpayment of any charges owed to Columbia, you may be subject to termination of service and the suspension/disconnection of distribution service pursuant to procedures approved by the PSC under HEFPA.

If you have any questions or complaints about your service under this Agreement, you may contact Columbia at (877) 726-5862 (toll free) between the hours of 8 a.m. and 5 p.m. EST or EDT, or by email at CustomerService@columbiautilities.com. Columbia will attempt in good faith to resolve any dispute arising under this Agreement. If, after contacting Columbia, you are unable to resolve your complaint, you may contact the PSC. A dispute or complaint may be submitted by either party at any time to the PSC pursuant to its Complaint Handling Procedures by calling the PSC at (800) 342-3377 or by writing to the PSC at: Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or through its website at: www.dps.ny.gov. During the pendency of the dispute, you must pay the bill in full, except for the specific disputed amount. You may also request information from the PSC's Office of Consumer Services at the address, phone number, or website listed above. The PSC ESC Hotline is (888) 697-7728.

APPLICABLE LAWS. ETC. This Agreement is subject to all applicable Federal, state, and local laws, and the orders, rules, and regulations of governmental agencies having jurisdiction over the subject matter of this Agreement, including the New York Public Service Commission ("PSC"). **THIS AGREEMENT WILL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH NEW YORK LAW, WITHOUT REGARD TO PRINCIPLES RELATING TO CONFLICTS OF LAW.**

FORCE MAJEURE. Neither Columbia nor you will be liable for a breach of this Agreement if the breach is due to a force majeure event. A "force majeure event" means a material, unavoidable occurrence beyond a party's control, such as a fire, act of god or public enemy, labor strike, lockout or other industrial disturbance, government action, storm, hurricane, flood, explosion, shortage or unavailability of transmission facilities, and other events that cannot be prevented or overcome by ordinary due diligence. A force majeure event does not include an inability to pay any amount owing pursuant to this Agreement.

LIMITATION OF LIABILITY. As between Columbia and you, you will be deemed to be in exclusive control of the natural gas and/or electricity and responsible for any damage, injury, charges, transportation fees, costs, or losses at and after the Sales Point(s), including, without limitation, any losses that Columbia incurs that result from having to resell, or its inability to resell, to another party natural gas and/or electricity supplies allocated to you. As between Columbia and you, Columbia will be deemed in exclusive control of the natural gas and/or electricity, and responsible for any damage, injury, charges, transportation fees, costs, or losses until the natural gas and/or electricity is delivered to the Sales Point(s); provided, however, that in no event shall Columbia's liability under this Agreement exceed the difference between the reasonable price of replacing any undelivered natural gas and/or electricity and the price of natural gas and/or electricity under this Agreement. **NEITHER YOU NOR COLUMBIA WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM A BREACH OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES.**

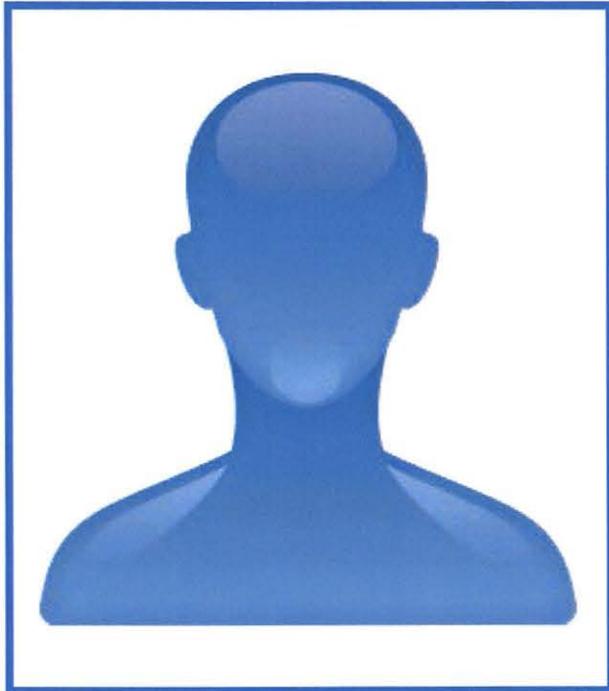
NO WARRANTIES. COLUMBIA MAKES NO WARRANTY, AFFIRMATIONS OF FACT OR PROMISES, EXPRESSED OR IMPLIED, THAT EXTEND BEYOND THE FACE OF THIS AGREEMENT, UNLESS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

MISCELLANEOUS. You may not assign this Agreement without Columbia's prior written consent. This Agreement will inure to and be binding upon the successors and assignees of the parties. This Agreement can only be amended by a writing signed by all the parties hereto. This Agreement is the entire understanding between you and Columbia with respect to the subject matter hereof, and there are no promises, covenants, or undertakings other than those expressly set forth in this Agreement. Columbia may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement, and may assign this Agreement to another energy supplier, energy services company, or other entity in accordance with the PSC rules and procedures, if any, governing such transactions.

EMERGENCIES. In the event of an energy emergency or service interruption, you should immediately call emergency personnel by dialing your local utility at the following numbers: National Grid NY (718) 643-4050; National Grid LI (800) 930-5003; Con Edison (800) 752-6633; O&R (800) 533-5325; Central Hudson (800) 942-8274; National Grid (Upstate) (800) 892-2345; National Fuel (800) 444-3130; NYSEG (800) 572-1121; RG&E (800) 743-1702. Customer can also call Columbia at (877) 726-5862.

ATTACHMENT C

Marketing Representative ID Badge



TM

1350 60th Street
Brooklyn, NY 11219
(877) 726 - 5862

Authorized Gas and Electric ESCO

Name:

Title:

ID:

This ID certifies that the agent pictured is authorized to represent Columbia Utilities.

If found, please return to the above address or call the phone number above.

ATTACHMENT D

Marketing Standards Quality Assurance Plan



Marketing Training and Quality Assurance Program

Columbia's Marketing Training and Quality Assurance Program provides the requisite training and review standards that will govern the operation of Columbia's marketing programs. It is designed to familiarize all individuals engaged in solicitation or marketing on behalf of Columbia with the rules that must be followed when selling Columbia's natural gas and/or electric supply service to potential customers. **Columbia takes these rules very seriously. If it is found that any Columbia employee, agent, or representative ("sales representatives") has violated any of these rules, that person will be subject to the penalties and consequences set forth herein (discussed in § VII below).** It is important that Columbia sales representatives understand these rules and policies so that they can answer customers' questions accurately and conduct Columbia natural gas supply sales properly.

Please review this document carefully, as you will be asked to sign the last page indicating that you understand and agree to follow all the rules. If you have any questions regarding the rules set forth in this document, please ask your manager or supervisor for clarification.

I. GENERAL CONDUCT WHEN MAKING SALES PRESENTATIONS

- A. **General Marketing Standards – Training.** The training of sales representatives making telemarketing or door-to-door sales calls on behalf of Columbia covers the following areas:
1. Knowledge of the relevant New York State Public Service Commission (PSC) rules and regulations, including the PSC's Uniform Business Practices, with particular emphasis on Sections 10 and Attachments 1-3 of Section 5. If sales representatives require additional information or have any questions concerning any of the PSC rules and regulations, they should speak with their manager or supervisor.
 2. Knowledge of applicable federal, state, and local consumer protection laws, including telemarketing and door-to-door sales rules and regulations. If sales representatives require additional information or have any questions concerning any of these federal, state, and local rules and regulations, they should speak with their manager or supervisor.
 3. Knowledge of the Home Energy Fair Practices Act (HEFPA), which pertains to residential customers. If sales representatives require additional information or have any questions concerning HEFPA, they should speak

with their manager or supervisor.

4. Knowledge of Columbia's product and services, rates, payment options, and the customers' right to cancel. If sales representatives require additional information or have any questions concerning Columbia's products and services, rates, payment options, and the customers' right to cancel, they should speak with their manager or supervisor.
5. Knowledge of Columbia's toll free number where a customer can call for questions relating to billing, disputes, and complaints (**1-877-726-5862**).

B. General Marketing Standards – Interacting With Customers. When speaking with a prospective customer, sales representatives must:

1. Always be polite and courteous.
2. Adhere to the sales scripts provided by Columbia.
3. Clearly explain that Columbia is independent of the customer's local utility and the Public Service Commission.
4. Clearly explain that if a customer signs up with Columbia, the customer's bill will have a commodity charge from Columbia and a delivery charge from the utility.
5. Explain that taking service from Columbia will not affect the utility's delivery or transportation of the customer's gas service, and that such service will continue to be provided by the customer's utility.
6. Provide the customer with written information upon request or, if the customer requests information via the internet, provide Columbia's website address, which is **www.columbiautilities.com**.
7. Provide accurate and timely information about Columbia's products and services, including information about rates, contract terms, and the customer's right of cancellation.
8. Ensure that all Columbia service offerings contain information written in plain language that is designed to be understood by the customer.
9. Use words and images that facilitate customer understanding of Columbia's products and services.
10. Confirm that the person with whom the sales representative is speaking is the Customer of Record or the spouse of the Customer of Record, or is over 18 and authorized to change the gas provider for a customer's account. If the person to whom sales representative is speaking is not the Customer of Record or the spouse of the Customer of Record, and over 18

and authorized to change the gas provider for the customer's account, the sales representative must ask to speak with the Customer of Record or the spouse of the Customer of Record. If neither of those persons is available, sales representative must politely end the conversation with the person.

- C. **Expressly Prohibited Conduct.** Neither Columbia nor its sales representatives shall engage in any of the following practices:
1. Engage in unfair, misleading, deceptive, or unconscionable conduct.
 2. Use threats, intimidation, or profane or obscene language.
 3. Make false, misleading, materially inaccurate, or otherwise deceptive representations, including misrepresenting rates or savings offered by Columbia.
 4. Represent that the prospective customer has been specially selected to receive a bargain, discount, or other advantage when such is not true.
 5. Represent that the prospective customer is the winner of a contest or make any false representations that gift merchandise will be given to the prospective customer if he or she follows certain conditions.
 6. Make any false or deceptive representations about the quality, environmental characteristics, or source of Columbia's products or service.
 7. Make any representations about savings.
 8. Represent that Columbia or the sales representative is affiliated with or working for the utility, or that Columbia is "authorized" or "approved" by the utility (sales representative can say that Columbia is an ESCO licensed to sell gas by the New York State Public Service Commission).
 9. Use bills or marketing or educational materials of another gas supplier, aggregator, utility, or governmental agency in a sales presentation.
 10. Discriminate on the basis of race, color, religion, national origin, sex, marital status, age, receipt of public assistance income, exercise of rights under the Consumer Credit Protection Act (15 U.S.C.A. §§ 1601-1693r) and 12 CFR Part 202 (relating to Equal Credit Opportunity Act (Regulation B)).
 11. Attempt to make a sale to anyone other than the Customer of Record or the spouse of the Customer of Record.
 12. State or imply to the customer, in any way, that his or her electricity or natural gas is in jeopardy of being shut off.

13. Change a customer from a utility or other gas provider to Columbia without that customer's authorization—this is **commonly known as slamming and is strictly prohibited**.
14. Add any unauthorized charges to a customer's bill—this is **commonly known as cramming and is strictly prohibited**.

II. TELEMARKETING SALES CALLS

- A. **Marketing Standards – Soliciting a Customer by Telephone.** When a Columbia sales representative makes a telemarketing phone call, he or she must allow the telephone to ring for at least 15 seconds or 4 rings before disconnecting an unanswered call. If a prospective customer answers the telemarketing call, the sales representative must connect to the call within 2 seconds of such answer. When talking on the phone with a prospective customer, the sales representative shall:
1. Always be polite and courteous.
 2. Adhere to the telemarketing scripts provided by Columbia.
 3. After greeting the customer, immediately state the following:

"My name is [STATE FULL NAME]. I represent Columbia Utilities and Columbia Utilities Power. Columbia can provide you with your electricity and/or natural gas. I do not work for or represent your utility."
 4. Clearly state that if the customer signs up with Columbia, it will not affect the customer's natural gas delivery service, which will continue to be provided by the customer's utility.
 5. Confirm that the person with whom the sales representative is speaking is the Customer of Record or the spouse of the Customer of Record, and is over 18 and authorized to change the electricity and/or gas provider for the customer's account. If the person to whom sales representative is speaking is not the Customer of Record or the spouse of the Customer of Record, and over 18 and authorized to change the electricity and/or gas provider for the customer's account, sales representative must ask to speak with the Customer of Record or the spouse of the Customer of Record. If neither of those persons is available, sales representative must politely end the conversation with the person.
 6. Explain that Columbia does not guarantee savings, that there is no limit on how much Columbia's prices can increase or decrease in any month, and that a customer's total monthly bill may be greater or less than what it otherwise would be if the customer were to continue to purchase gas and/or electricity supply from the utility or another supplier.

7. Conduct the sales call in the same language as that used in Columbia's marketing and sales materials (i.e., English or Spanish). If the customer does not understand English well, sales representative shall transfer the customer to someone who speaks the customer's language or, if there is no one who speaks the customer's language, sales representative must politely terminate the call.
8. If the prospective customer states that he or she does not want to receive calls from Columbia or asks to be placed on a Do Not Call list, sales representative must immediately notify Columbia so that Columbia can remove the prospective customer's name from Columbia's marketing database and place the customer on Columbia's Do Not Call List.
9. If the prospective customer is a residential customer, sales representative shall notify the customer about the ESCO Consumer Bill of Rights, attached hereto as Attachment A, and tell the customer where he or she can find it. Columbia will provide a copy of the ESCO Consumer Bill of Rights with any written material sent to the customer. Columbia will ensure that any written material provided to the customer, including the Sales Agreement and the ESCO Consumers Bill of Rights, will in the same language used to solicit the customer.

B. Prohibited Conduct When Making Telemarketing Calls. Sales representatives shall **not** engage in any of the following practices when making telemarketing calls:

1. Make a telemarketing call to a prospective customer's residence other than between the hours of 9:00 a.m. and 8:00 p.m. (local time based on the prospective customer's location).
2. Suppress the phone number and/or name of the telemarketer from which the sales representative is calling from any caller identification service in use at the phone number called.
3. Call a prospective customer repeatedly or allow a prospective customer's phone to ring repeatedly or continuously with the intent to annoy, abuse, or harass the prospective customer or any other person at the phone number called.
4. Deny or interfere in any way with a prospective customer's request to be placed on Columbia's Do Not Call List or the National Do-Not-Call Registry.
5. Contact a prospective customer whose name is included on Columbia's Do Not Call List or the National Do-Not-Call Registry. The National Do-Not-Call Registry used by the sales representative must be updated at least once every 30 days.

6. Disconnect a call before allowing the telephone to ring for at least 15 seconds or 4 rings.
7. Abandon any telemarketing call by failing to connect to the call within 2 seconds of the greeting of the person who answers the call.
8. Initiate any telemarketing call that delivers a prerecorded message.
9. Use threats, intimidation, or profane or obscene language.
10. Represent that he or she is an employee or representative or acting on behalf of a utility.

C. **Telephonic Agreement – Signing Up a Customer over the Phone.** If the customer agrees to become a Columbia customer, the sales representative must advise the customer that he or she next will need to participate in a recorded telephonic customer sign-up and verification process (Columbia's TPV). **Sales representatives shall not be present, either via telephone or in person, while the TPV is being recorded and conducted.**

The TPV must be communicated in the same language used in the customer's telemarketing sales call, and be clearly communicated. The TPV shall include the following communications to or from the customer:

1. A statement that the conversation is being recorded;
2. A statement that verbal acceptance of Columbia's offer is an agreement to start service and begin enrollment.
3. A question to the customer asking if s/he understands that Columbia is not the distribution utility.
4. Statements verifying the customer's name, service address, e-mail address (if the customer chooses to provide it), utility account number(s), and any additional information needed to verify the customer's identity.
5. A statement confirming that the individual on the call has authority to make changes to the account.
6. A question confirming that the customer understands that the sales representative represents Columbia and not the utility, followed by an affirmative response from the customer.
7. A statement of Columbia's introductory price, along with an explanation that the price of natural gas and/or electricity is variable under the contract and will vary from month to month, and an affirmative response from the customer.

8. A question to the customer asking if he or she agrees to the terms of service reviewed with the customer by the sales representative and an affirmative response from the customer.
9. A statement indicating that savings are not guaranteed.
10. A description in plain language of Columbia's offer, including a statement that there is no early termination fee associated with enrollment with Columbia.
11. A statement that energy supply will be provided by Columbia, that the utility will continue to provide energy delivery, and that the utility will be responsible for any leaks or other emergencies should they occur.
12. A statement from the customer, in response to a question from the verification agent, accepting all terms and conditions.
13. A description of the types of information that Columbia needs to obtain from the utility and the purposes of its use, a request that the customer authorize this release, and the effective duration of the release.
14. A statement from the customer providing such authorization.
15. A statement in plain language that the agreement will follow by mail; that a residential customer may rescind the agreement within 3 business days of the date of its receipt; how the agreement can be rescinded, and that, in the absence of rescission, that an enforceable agreement will be created.
16. A statement that the customer can rescind authorization for the release of information at any time.
17. Provision of a Columbia's local or toll-free number or e-mail address to rescind the customer's enrollment or his or her authorization for the release of customer information.
18. A statement that, upon cancellation of the agreement, Columbia will provide a cancellation number to the customer.
19. A statement from the Customer verifying the time and date of the call.
20. Within 3 business days of entering into a telephonic agreement, Columbia will send the customer a copy of Columbia's Natural Gas & Electricity Sales Agreement, attached hereto as Attachment B, which includes Columbia's Customer Disclosure Statement and sets forth the customer's rights and responsibilities, as well as the specific prices, terms, and conditions of Columbia's natural gas supply service.

III. DOOR-TO-DOOR SALES CALLS (Columbia does not currently conduct door-to-

door sales)

- A. **Marketing Standards – Soliciting a Customer in Person (Door-to-Door Sales).** When a Columbia sales representative is meeting in person with a prospective customer via a door-to-door transaction, the sales representative shall:
1. Only conduct door-to-door sales in localities that allow door-to-door sales to be conducted.
 2. Obtain all required local and other permits and licenses before conducting any door-to-door sales.
 3. Limit door-to-door sales activities to the hours between 10:00 a.m. and 6 p.m. (local time based on the prospective customer's location). If a local ordinance provides a stricter timeframe during which door-to-door sales activities may take place, the sales representative must comply with the stricter local timeframe.
 4. Always be polite and courteous.
 5. Adhere to the door-to-door sales script provided by Columbia.
 6. After greeting the customer, immediately state the following:

"My name is [STATE FULL NAME]. I represent Columbia Utilities and Columbia Utilities Power. Columbia can provide you with your electricity and/or natural gas. I do not work for or represent your utility."
 7. Clearly state that if the customer signs up with Columbia, it will not affect the customer's delivery service, which will continue to be provided by the customer's utility.
 8. Prominently display his or her identification badge provided by Columbia that includes: (a) the sales representative's full name in readable type; (b) a photo of the sales representative and Columbia's legitimate trade name and logo; and (c) Columbia's telephone number for inquires, verifications, and complaints.
 9. Keep his or her identification badge visible at all times.
 10. Wear clothing that identifies him or her as a Columbia representative. **The clothing cannot in any way resemble clothing worn by an employee of the local utility and may not contain any reference to a utility.**
 11. Explain that if the customer purchases natural gas from Columbia, the utility will continue to deliver the customer's gas and will respond to any leaks or emergencies.

12. Provide the prospective customer with a business card with the sales representative's name, Columbia's name, address, phone number, , and website information for inquiries, verification, and complaints, and a blank space for the date and time of visit.
13. Fill in the date and time of the visit with the customer in the blank space provided on the business card.
14. Provide the prospective residential customer with a copy of the ESCO Consumers Bill of Rights **before** the sales representative begins the sales presentation.
15. Confirm that the person with whom the sales representative is speaking is the Customer of Record or the spouse of the Customer of Record, and is over 18 and an authorized person to change the gas and/or electricity provider for the customer's account. If the person to whom sales representative is speaking is not the Customer of Record or the spouse of the Customer of Record, and over 18 and authorized to change the gas and/or electricity provider for the customer's account, sales representative must ask to speak with the Customer of Record or the spouse of the Customer of Record. If neither of those persons is available, sales representative must politely end the conversation with the person and leave the premises.
16. Explain that Columbia does not guarantee savings, that there is no limit on how much Columbia's prices can increase or decrease in any month, and that a customer's total monthly bill may be greater or less than what it otherwise would be if the customer were to continue to purchase gas and/or electric supply from the utility or another supplier.
17. Provide the customer with written information regarding Columbia's products and services immediately upon customer's request; all such information shall include Columbia's name, telephone numbers, and website for inquiries, verification, and complaints. Any written materials, including sales agreements, marketing materials, and the ESCO Consumers Bill of Rights, must be provided in the same language used to solicit the customer.
18. If it is apparent that the prospective customer's English language skills are insufficient to allow the customer to understand the oral or written information provided, or where the customer or another third party informs the sales representative of such language issues, the sales representative shall politely terminate the in-person contact with the customer and promptly leave the premises.
19. The sales representative must leave the customer's premises as soon as asked to do so, or if the customer expresses no interest in enrolling with

Columbia for gas and/or electric supply service.

20. If the customer requests to be exempted from door-to-door marketing and sales contacts, the sales representative must immediately notify Columbia so that Columbia can update its marketing and sales databases to reflect this request.

B. Sales Agreement – Signing up a customer in person (Door-to-Door Sales).

1. If the customer agrees to become a Columbia customer, sales representative must insert the customer's introductory gas and/or electricity price(s) in the blank space provided for the introductory gas and/or electricity price(s) on Columbia's Natural Gas & Electricity Sales Agreement.
2. If the customer agrees to become a Columbia customer, the customer must sign the Natural Gas & Electricity Sales Agreement. (See section V below for a list of information that should be included in the Natural Gas & Electricity Sales Agreement.)
3. The sales representative must provide the customer with the following:
 - a. A copy of the customer's Natural Gas & Electricity Sales Agreement;
 - b. A copy of the ESCO Consumer Bill of Rights; and
 - c. **Two** copies of the Notice of Cancellation (attached to the Natural Gas & Electricity Sales Agreement).
4. You must ensure that all customer information filled in in the Enrollment Data section and utility account information sections on the first page of the Agreement is valid. If the any of the customer information or utility account information is inaccurately recorded, Columbia will not accept the sale, and no commissions will be paid.
5. If the customer agrees to become a Columbia customer, the sales representative must advise the customer that he or she next will need to participate in a recorded telephonic customer sign-up and verification process (Columbia's TPV). **Sales representatives shall not be present, either via telephone or in person, while the TPV is being recorded and conducted.**

The TPV must be communicated in the same language used in the customer's door-to-door sales call, and be clearly communicated. The TPV shall include the following communications to or from the customer:

- a. A question asking the customer whether the sales representative

has left the customer's premises; and

- b. A question asking whether the sales representative provided the customer with (i) Columbia's sales agreement; (ii) his/her business card or contact information; and (iii) a copy of the ESCO Consumer Bill of Rights.
- c. All communications set forth in § II.C above, except for item II.C.20.

IV. SIGNING UP A CUSTOMER ELECTRONICALLY

- A. Customers may apply for gas and/or electric supply service from Columbia electronically via Columbia's website at www.columbiautilities.com.
- B. Columbia's electronic enrollment process complies with the PSC's requirements set forth in Sections 5 and 10 of the UPB and has been designed to confirm the customer's intent to initiate and enroll with Columbia for gas supply service.
- C. The ESCO Consumer Bill of Rights is provided as a non-avoidable screen that a residential customer must affirmatively click to verify they have seen the document prior to enrollment.
- D. Columbia's website includes the latest product offers available from Columbia.
- E. During the electronic enrollment process, customers are provided a printable version of Columbia's Natural Gas & Electricity Supply Agreement, which includes Columbia's Customer Disclosure Statement, and the prices, terms, and conditions applicable to the customer, and an identification number and date to allow the customer to verify the specific sales agreement that the customer agrees to be bound by.
- F. Residential customers may rescind the Agreement within 3 business days after electronic acceptance of the Agreement.
- G. Within 3 business days of the customer's electronic enrollment, Columbia will send the customer an electronic confirmation notice to the customer's email address.
- H. Columbia reviews, on a random and regular basis, a meaningful sample of electronic sales to ensure that its electronic enrollment process continues to follow the appropriate standards and comply with applicable laws. In the event such review identifies any problems with the electronic enrollment process, they will be corrected in an expeditious manner.

V. IN PERSON MARKETING (OTHER THAN DOOR-TO-DOOR SALES)

(Columbia does not currently do in person marketing)

- A. Columbia will design and review the marketing script to be used for all sales solicitations.
- B. Sales representatives will be provided with current accurate data concerning the products and services offered by Columbia.
- C. Sales representatives will have timely access to a manager or supervisor to address questions arising during the solicitation.
- D. Columbia 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 sales representative will be informed of any deficiency and advised that he or she may be terminated if the deficiency is not immediately corrected. Columbia will work with the sales representative to address any identified deficiency. Columbia reserves the right to immediately terminate the sales representative if it determines that his or her behavior or attitude is incompatible with Columbia's quality control standards.
- E. Copies of all sales agreements will be provided to each customer that is enrolled by Columbia as required under the UBP.
- F. Columbia will, on a regular basis, meet with sales representatives to obtain feedback on on-going operations and provide any needed updates or other relevant information.
- G. Sales representatives are required to wear, in a conspicuous location, a Columbia identification badge that complies with the sample badge attached as Appendix A.
- H. The training of the sales representatives will cover the items listed in Section III.A above.

VI. DIRECT MAIL MARKETING (Columbia does not currently do any direct marketing)

- A. Columbia will review and prepare all materials used in a direct mail solicitation.
- B. Customers will be provided with complete copy of the sales agreement including the Customer Disclosure Statement.
- C. Columbia will employ direct mail solicitations that are consistent with the UBP and applicable law.

VII. EXTERNAL MARKETING

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

- A. Columbia will determine whether any prospective vendor has the skills, resources, and experience to conduct marketing on behalf of Columbia.
- B. Columbia will require the prospective vendor to provide at least two references.
- C. Columbia will require the vendor to conduct marketing activities consistent with the provisions of this Program.
- D. Columbia will provide the vendor Columbia's written training materials.
- E. Columbia will prepare all sales and verification scripts used by the vendor.
- F. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by Columbia.
- G. Vendors retained by Columbia must demonstrate knowledge, understanding, and the ability to comply with all applicable laws, rules and regulations.
- H. Columbia will issue a charge back on any commission related to door-to-door or telemarketing in accordance with the rules set forth in the contract between Columbia and the vendor.

VIII. COLUMBIA'S SALES AGREEMENT

Columbia's Natural Gas & Electricity Sales Agreement includes the following information, **with which sales representatives must be familiar:**

- A. A statement that the customer's signature on the agreement is an agreement by the customer to allow Columbia to initiate service and begin enrollment.
- B. The terms and conditions of gas and/or electric supply service applicable to the customer, which include:
 - 1. The manner in which the customer can rescind the agreement or cancel Columbia's service at any time. A Columbia customer can cancel or rescind Columbia service either (a) within 3 business days after receipt of the sales agreement or (b) by calling Columbia or emailing Columbia at customerservice@columbiautilities.com and asking to cancel at any time.
 - 2. A Customer Disclosure Statement that summarizes, in plain language, the terms and conditions of the customer's service from Columbia. The terms in the Customer Disclosure Statement are the binding agreement with the customers and trump any other contradictory information in the contract.

3. A blank space in which the sales representative must fill in the customer's introductory gas and/or electric price(s) and an explanation of how the price is determined.
4. The fact that Columbia's gas and/or electric prices are variable and subject to change each month as follows:
 - a. The price for **gas supply service** may vary from month to month based on the applicable monthly NYMEX closing price for natural gas, applicable interstate transportation costs, any supply and agency functions that Columbia performs for the customer, and other prevailing market conditions.
 - b. The price for **electric supply service** may vary from month to month based on a monthly zonal locational marginal price ("LMP") determined on a day ahead or real time basis, any supply and agency functions that Columbia performs for you, line loss, compliance costs, certain transmission, capacity, ancillary, and administrative costs incurred by Columbia, and other prevailing market conditions.
5. The length of the agreement and the terms of its renewal. All Columbia contracts are at variable rates with a one-month term and are renewed automatically at the end of each month unless either Columbia or the customer decides to cancel.
6. The fact that Columbia will not charge the customer any fees to switch to Columbia as his or her gas and/or electric supplier.
7. The fact that Columbia will not charge the customer any termination fees for cancelling his or her service from Columbia.
8. A statement that the customer's utility will continue to respond to any service calls and emergencies.
9. The procedures for resolving disputes between Columbia and the customer.
10. A description of the termination notice and other protections provided to customers.
11. The terms under which Columbia may terminate service to the customer.
12. The due date for all payments and an explanation of the consequences of a customer's failure to pay his or her bills on time.
13. Method for applying payments and the consequence of non-payment;
14. Any charges and fees, services, options or products offer in connection

with the customer's service from Columbia;

15. The PSC ESCO hotline: 1-888-697-7728;
16. Columbia's contact information:
 - Phone: (877) 7COLUMBIA (726-5862)
 - Fax: (718) 851-2427
 - Mail: Columbia Utilities
1350 60th Street
Brooklyn, New York 11219
 - Website: www.columbiautilities.com
17. A statement that Columbia will provide at least 15 calendar days' notice prior to any cancellation of service to a customer.
18. A statement that Columbia reserves the right to assign the contract to another ESCO.
19. A statement that no material changes shall be made in the terms and conditions of the customer's Agreement with Columbia without the customer's express consent.

IX. MONITORING AND DISPUTE RESOLUTION

A. Sales Representative Monitoring Practices

Columbia monitors a random sample of calls to ensure its sales representatives are complying with the policies and procedures described in this Marketing Training and Quality Assurance Program.

1. If a customer contacts Columbia to cancel his or her service, Columbia's customer service representatives must ask each customer his or her reasons for cancelling and record the reason in the customer service log. Columbia will review its customer service log to determine whether the reasons suggest that a sales representative has engaged in improper conduct. If so, an investigation will follow.
2. Each month, Columbia reviews a sampling of the recorded sales calls to evaluate the sales practices of each sales representative.
3. Each month, Columbia conducts follow-up phone calls to a random sample of customers who were signed up via door-to-door solicitations to conduct a survey of the sales practices used by the sales representatives

during the door-to-door enrollment process

B. Dispute Resolution

1. Columbia maintains an internal process for handling customer complaints and resolving disputes arising from marketing activities and will respond promptly to complaints received directly from a customer or forwarded by the PSC. If Columbia receives a customer complaint of misconduct by a sales representative, Columbia will:
2. Identify the sales representative responsible for the alleged misconduct.
3. If the complaint involves a telemarketing sales call, review the recording of the sales call.
4. If the complaint involves a door-to-door sales call, review other available evidence.
5. Determine if the sale was made using improper methods. **THE CUSTOMER WILL BE GIVEN THE BENEFIT OF THE DOUBT.**
6. For complaints or inquiries received directly from a customer, provide a response to the customer within 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 5 business days.
7. Upon receipt of a complaint forwarded by the PSC or other governmental agency, Columbia will respond within 10 days and in accordance with the direction provided by the PSC or other agency.
8. Columbia will cooperate with the PSC regarding marketing practices mandated by the UBP and with local law enforcement in investigations concerning deceptive marketing practices.
9. In the event of any dispute involving a customer's enrollment with Columbia, Columbia will provide a copy of the customer's acceptance of the sales agreement and/or authorization for release of information within 5 calendar days after a request from the Department.

X. CONSEQUENCES FOR VIOLATING ANY OF THE ABOVE PROVISIONS

VIOLATIONS OF THESE REQUIREMENTS AND PROHIBITIONS WILL NOT BE TOLERATED

- A. If it is found that any sale resulted from improper practices or any other violation of this Program or the PSC rules and regulations, the sales representative

responsible for making that sale will be subject to the following penalties and consequences:

1. Forfeiture of Commissions – In addition to the penalties below, all sales representatives will forfeit any and all commissions earned as the result of a sale made in violation of this Marketing Training and Quality Assurance Program.
2. Official Warning and Retraining – For a sales representative’s initial violation or infraction of Columbia’s Marketing Training and Quality Assurance Program, Columbia will administer an official warning to the sales representative and the sales representative will be required to complete additional sales training.
3. Three Month Suspension – For a sales representative’s second violation or infraction within any 12-month period, the sales representative will be suspended for at least 3 months.
4. Termination – If there are any subsequent violations within the same 12-month period, that sales representative will be immediately terminated and could be subject to civil liability for any damages caused.
5. Confirmed forgery will result in immediate termination under all circumstances. Other egregious offenses also will lead to termination, based on a case-by-case determination.
6. If, during the course of his/her representation of Columbia, a sales representative engages in conduct that Columbia, in its absolute discretion, deems to reflect poorly on Columbia, the sales representative will be immediately terminated.

In addition, if at any time a sales representative is wearing any Columbia-branded products (even outside the course of his/her representation of Columbia – for example, prior to or after completion of a sales representative’s shift, during a work break, while the sales representative is moving from one sales territory to another, etc.), and the sales representative engages in conduct that Columbia, in its absolute discretion, deems to reflect poorly on Columbia, the sales representative will be immediately terminated.

Columbia also shall have the authority to immediately terminate a sales representative where, in the exercise of Columbia’s absolute discretion, Columbia deems such sales representative’s behavior to warrant such termination.

- B. If it is found that any sales representative is guilty of cramming (i.e., adding unauthorized charges to a customer’s bill), Columbia may, to the extent permitted

by law, deduct the amount of the additional charges imposed upon any Columbia customers from the compensation paid to the sales representative.

Acknowledgement Page

I, _____, affirm that I have read and understood the material in this Marketing Training and Quality Assurance Program, with addenda, and agree that I am bound by it.

By: _____ (signature)

ID #: _____

Dated: _____

ATTACHMENT A
ESCO CONSUMERS BILL OF RIGHTS

ATTACHMENT B
COLUMBIA'S NATURAL GAS & ELECTRICITY SALES AGREEMENT

ATTACHMENT E

Sample Notice for Assignment of Sales Agreements



www.ColumbiaUtilities.com

NOTICE OF ASSIGNMENT

Customer Name _____ For Service at: _____

Customer Account Number _____

PLEASE TAKE NOTICE that, on [EFFECTIVE DATE OF ASSIGNMENT], Columbia Utilities Power, LLC, (“Columbia”) will assign its contract with [CUSTOMER’S NAME], dated [ORIGINAL DATE OF CONTRACT] (“Contract”), to [Name of New ESCO], as provided for in your Contract. You may contact [NAME OF NEW ESCO] at [MAILING ADDRESS, E-MAIL ADDRESS, AND TELEPHONE NUMBER OF NEW ESCO]. 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 Columbia as a result of this assignment.

Columbia Utilities Power, LLC
1350 60th Street
Brooklyn, NY 11219
877 726-5862
customerservice@columbiautilities.com

ATTACHMENT F

Sample Notice for Discontinuance of Service



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) Columbia Utilities Power, LLC ("Columbia") will discontinue providing retail gas services in your area. Your Sales Agreement ("Agreement") for the purchase of gas supply service from Columbia will be assigned to another Energy Service Company (ESCO). You will receive a separate notification informing you of this assignment and providing instructions on options available if you want to select a different energy provider.

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

If you have any questions about this notification, contact Columbia at 877-726-5862.

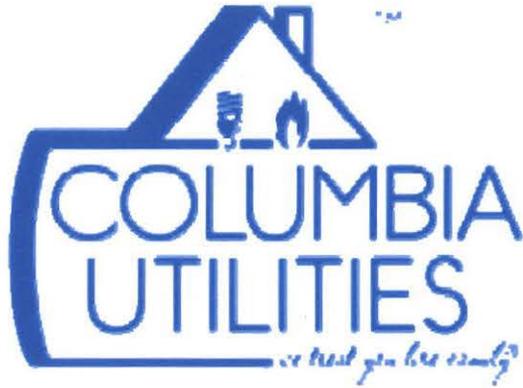
Sincerely,

Columbia Utilities Power, LLC

By: _____

ATTACHMENT G

**Sample Notice of Transfer of 5000 or More
Customers to other Providers**



www.ColumbiaUtilities.com

COLUMBIA UTILITIES POWER, LLC

NOTICE OF TRANSFER OF 5000 OR MORE
CUSTOMERS

Notice is hereby provided that pursuant to the Sales Agreement (Agreement) between the Customer and Columbia Utilities Power, LLC (Columbia), all of Columbia'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 _____.

ATTACHMENT H

Sample Bill

Columbia Utilities Power, LLC

INVOICE

CUSTOMER NAME
STREET
CITY, STATE ZIP

Invoice Number:
Invoice Date:
Customer #:
Total Amount Due:
Amount Enclosed: _____

Energy Commodity Bill Service Address: Utility:	Invoice Date: Columbia Power Acct. #:
---	--

Make Check Payable to: Columbia Utilities Power, LLC 1350 60 th Street Brooklyn, NY 11219
--

Utility Acct #	Meter #	From	To	Usage	Price	Bill Amount
GAS				____ Therms		
ELECTRIC				____ kWh		
Subtotal						
Previous Bal						
Payments Rec.						
Total due						

PAYMENT DUE UPON RECEIPT

A late payment Charge of 1.5% will accrue if payment is not received within 15 days.

If you have any questions concerning your bill, please contact Columbia by phone at (718) 851-6655 or (877) 7-COLUMBIA or by email to customerservice@columbiautilities.com.

ATTACHMENT I

**Procedures for Obtaining Customer's Authorization for
Historic Usage and Credit Information**



COLUMBIA UTILITIES POWER, LLC
PROCEDURES TO AUTHORIZE ACCESS TO
HISTORICAL CUSTOMER INFORMATION

Columbia Utilities Power, LLC (Columbia) obtains customer's account information as part of its procedure of signing up customers for electric supply service. As a first step, Columbia either will have the customer (a) sign a Sales Agreement, (b) complete a third party verification (TPV), or (c) complete Columbia's online enrollment process. Columbia's Sales Agreement states: "You authorize Columbia to initiate service to the accounts listed above (or in any addendum), to begin your enrollment, and to obtain historical billing data, consumption, and other information about you ("Customer Information") from your utility for as long as you remain a customer of Columbia, so that Columbia can start and maintain its service to you." Columbia's Sales Agreement also states: "You may rescind your authorization for the release of Customer Information at any time."

Similar language is stated to the customer during the TPV process. Columbia's TPV states: "To provide you service, Columbia may need to contact your utility to obtain energy consumption and other information about your gas service. Do you authorize Columbia to obtain this information from your utility starting today and for as long as you are a Columbia customer?" The customer must then give an affirmative response indicating his or her authorization for Columbia to obtain his or her historical customer information. The TPV continues, "You have a right to rescind this authorization at any time by calling us at (877) 726-5862. Please confirm that you understand this by saying yes." Again, the customer must respond with an affirmative answer indicating his or her understanding of the right to rescind such authorization at any time.

During the online enrollment process, the customer is provided a copy of Columbia's Sales Agreement, which includes the customer information language quoted in the first paragraph above. The customer is required to review the Sales Agreement and check a box indicating that he or she accepts the terms of the Sales Agreement before he or she can complete the online enrollment process.

ATTACHMENT J

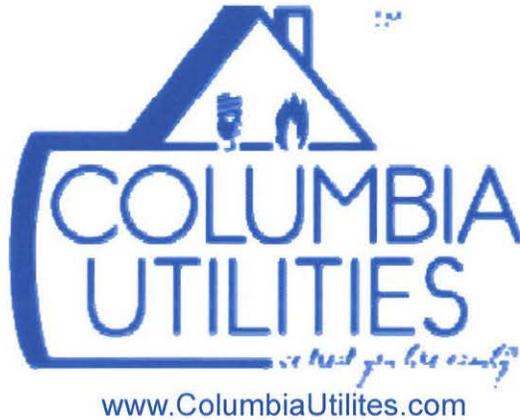
Mass Marketing Materials

Mass Marketing Materials

Columbia Utilities Power, LLC (“Columbia”) does not engage in mass marketing. Columbia does market products and services to prospective customers through its website located at: www.columbiautilities.com.

ATTACHMENT K

HEFPA Documents



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.

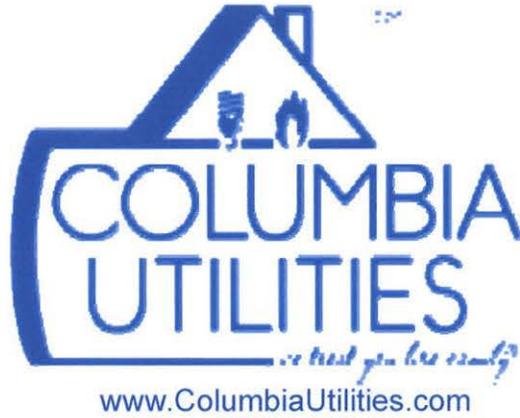
Yes! I would like Budget Billing

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.



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	\$	_____
	\$	_____
	\$	_____
	\$	_____



www.ColumbiaUtilities.com

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 or (b) a decrease in consumption below the average monthly consumption.

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.



www.ColumbiaUtilities.com

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.



www.ColumbiaUtilities.com

Past Due Reminder Notice

CUSTOMER NAME: _____
PREMISE ADDRESS: _____
ACCOUNT NUMBER: _____

On MM/DD/YYYY you signed a Residential Deferred Payment Agreement (“DPA”) 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.



www.ColumbiaUtilities.com

NOTIFICATION TO SOCIAL SERVICES OF CUSTOMER'S
INABILITY TO PAY

[UTILITY name]

[Address]

[Toll-free number]

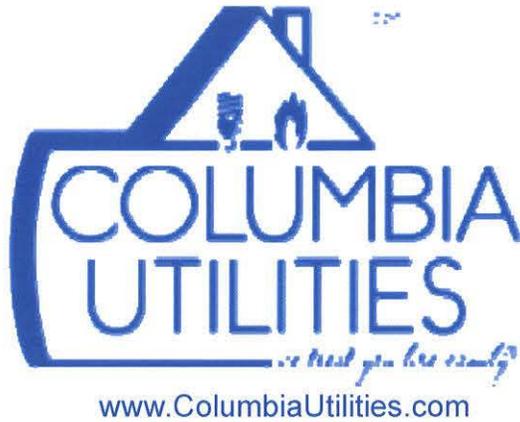
Customer Name: _____

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 any time after MM/DD/YYYY.



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.

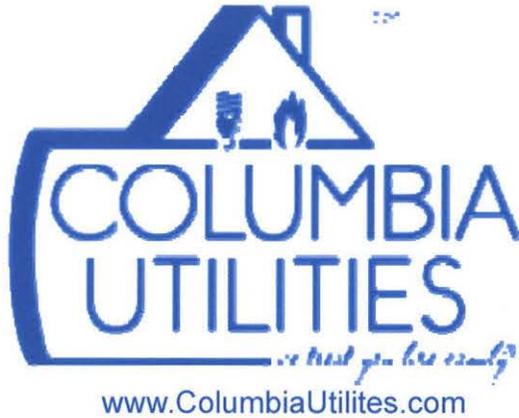
THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF THE UTILITY WHEN PAYING THIS BILL.

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



FINAL SUSPENSION NOTICE

DATE

[UTILITY/ESCO name]

[address]

[toll-free number]

Customer Name
Address
City, State, Zip
Account#

Dear (customer name):

YOUR GAS 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 Columbia Utilities Power, LLC (Columbia) 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 PALMCO SERVICE EVEN IF YOUR Local Distribution Company SERVICE IS CURRENT.

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

Sincerely,
Columbia Utilities Power, LLC

ATTACHMENT L

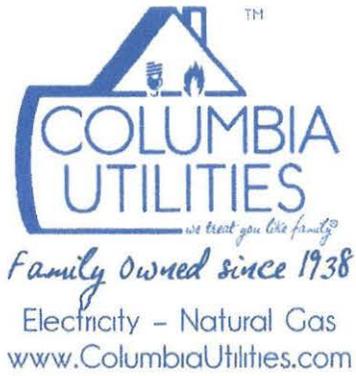
List of Marketers

Columbia Utilities Power, LLC Third Party Marketers

Company Name	Company Address	Company Phone	Owners
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ATTACHMENT M

Attestation of Compliance with Environmental Disclosure Program



ATTESTATION

I, Robert Palmese, Managing Member of Columbia Utilities Power, LLC ("Columbia"), hereby attest that Columbia will comply with the requirements of New York State's Environmental Disclosure Program.

COLUMBIA UTILITIES POWER, LLC

By: Robert Palmese 12/7/2015
Robert Palmese DATE

ATTACHMENT N

OCS Service Provider Form



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 12/7/15

Company Name Columbia Utilities Power, LLC

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

President Robert Palmese
Mailing Address 1350 60th Street
Brooklyn, NY 11219
Email Address robertpalmese@columbiautilities.com
Phone Number 718 851-6655 x8 Fax Number 718 851-2427

Vice President / Director of Customer Service Connie Fuente
Mailing Address 1350 60th Street
Brooklyn, NY 11219
Email Address customerservice@columbiautilities.com
Phone Number 718 851-6655 x8 Fax Number 718 851-2427

Primary Regulatory Complaint Manager Robert Palmese
Mailing Address 1350 60th Street
Brooklyn, NY 11219
Email Address robertpalmese@columbiautilities.com
Phone Number 718 851-6655 x8 Fax Number 718 851-2427

Secondary Regulatory Complaint Manager Laura Salvesen
Mailing Address 1350 60th Street
Brooklyn, NY 11219
Email Address compliance@columbiautilities.com
Phone Number 718 851-6655 x8 Fax Number 718 851-2427

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: compliance@columbiautilities.com Fax: 718 851-2427