



ENERGY SERVICE COMPANY (ESCO) RETAIL ACCESS APPLICATION FORM

1. Business Information

Business Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

If you intend to market your services under a DBA list name(s) here:
(Copy of your certificate of assumed name is required)

Do you currently have any energy affiliates (including subsidiaries) located or
operating within New York State?

Yes

No

If yes, provide the contact information for any entity with an ownership interest of 10
percent or more in the company listed above:

Business Name:

Contact Name:

Address:

City:

State:

Zip:

Telephone:

Fax:

Email Address:

Marketing Contact

Name and Title: , Marketing Director

Address:

City: State: Zip:

Telephone: Fax:

Email Address: toby@lightpowerandgas.com

Power to Choose Website Information

Website Address: N/A

Customer Service Email Address:

Toll Free Number:

Vendor Contact (e.g. EDI Vendor)

Vendor Name:

Address:

City: State: Zip:

Contact Name:

Telephone: Fax:

Email Address:

3. Additional Requirements

(Required for New ESCO Applications and Triennial Filings)

- Copy and proof of acceptance of your registration with the NYS Dept of State and a copy of your certificate of assumed name (if applicable);
- Comprehensive copy of your standard sales agreement(s), including presentation of the customer disclosure statement;
- Marketing representative ID badge;
- Marketing standards quality assurance plan;
- Sample forms of notices for assignment, discontinuance and transfer of 5000 or more customers to other providers;
- Sample(s) of your billing format(s);
- Procedures you will use to obtain customer's authorization for historic usage and credit information;
- Copies of information and promotional materials used for mass marketing purposes;
- HEFPA documents, if providing energy supply to residential customers;
- Internal procedures for the prevention of slamming or cramming;
- A list of entities, including contracts and sub-contractors, that will market on behalf of your ESCO;
- Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;
- NYS DPS Office of Consumer Services Service Provider Form.
- Letter from a utility that you have successfully completed EDI Phase I Testing.

4. Identify the Types and Locations of Markets

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

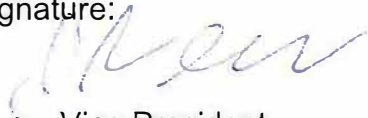
Utility	Customer Markets		Commodity		Billing Options		
	Res	Non Res	Nat Gas	Electric	Utility Rate Ready	Utility Bill Ready	Single Retailer
Central Hudson						n/a	n/a
Con Edison						n/a	n/a
Corning Natural Gas				n/a	n/a	n/a	n/a
LIPA			n/a		n/a	n/a	n/a
National Grid (Downstate)				n/a	n/a		n/a
National Grid (Upstate)						n/a	n/a
National Fuel Gas				n/a		n/a	
NYSEG					n/a		n/a
Orange & Rockland						n/a	n/a
Rochester Gas & Electric					n/a		n/a
St. Lawrence				n/a	n/a	n/a	n/a

The designation “N/A” indicates that either a commodity or billing option is not available in a specific service territory. Note that dual billing capability is required for all ESCOs and utilities.

5. Signature

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

Signature:



Title: Vice President

Print Name: Abe Leiber

Date: 1/31/2017

Company Name: Light Power & Gas LLC

**ARTICLES OF ORGANIZATION
OF
LIGHT POWER & GAS LLC**
Under Section 203 of the Limited Liability Company Law

FIRST: The name of the limited liability company is:

LIGHT POWER & GAS LLC

SECOND: The County within this state in which the office of the limited liability company is to be located is:

Kings

THIRD: 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 against the limited liability company served upon him or her is:

**LIGHT POWER & GAS LLC
1449 37th St. Ste 611
Brooklyn, NY 11218**

/s/ Abraham Leibler

Signature of organizer

Abraham Leibler

Name of organizer

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

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

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

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

If this section is not completed the applicable Pricing shall be as set forth on the Customer Disclosure Statement. For all residential customers, the early termination fee will be no greater than \$100 if the remaining term is less than 12 months and \$200 if the remaining term is 12 months or more. LPG will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either LPG or the LDC, or each of the LDC and LPG may invoice Customer separately. Customer payments remitted in response to a consolidated bill shall be pro-rated (when so required) in accordance with procedures adopted by the New York State Department of Public Service (the "DPS"). LPG may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, LPG may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). A \$30 fee will be charged for all returned payments.

4.Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of LPG. LPG may sell, transfer, pledge, or assign the accounts, revenues, or proceeds

hereof, in connection with any financing agreement or receivables purchase program, and may assign this Agreement to another energy supplier, energy services company or other entity as authorized by the DPS.

Information Release Authorization. Customer authorizes LPG to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by LPG to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Customer's execution of this Agreement shall constitute authorization for the release of this information to LPG. This authorization will remain in effect during the Initial Term and any Renewal Term. Customer may rescind this authorization at any time by providing written notice thereof to LPG or by calling LPG at 1-855-327-9100 X. LPG reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by LPG to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. LPG will provide at least 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to LPG, a residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting LPG at 1-800-972-5121 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1-888-697-7728.

7. Rescission. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting LPG at 1-800-972-5121 or in writing. Customer is liable for all LPG charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

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

Agency-Electric: Customer hereby designates LPG as agent to; (a) arrange and administer contracts and service agreements between Customer and LPG and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Delivery Point and the Customer's end-use premises. LPG as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information provided by the LDC. The Delivery Points for the electricity will be a point at the NYISO LPG load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and LPG agree that title to, control of, and risk of loss to the natural gas supplied by LPG

under this Agreement will transfer from LPG to Customer at the Delivery Point(s).

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

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

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

13. LPG Contact Information. Customer may contact LPG's Customer Service Center at 1.800.972.5121, Monday through Friday 9:00 a.m. - 4:00 p.m. EST. Customer may write to LPG at: LPG, 1449 37th Street, Brooklyn, N.Y. 11218.

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

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

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

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

18. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long

Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130 and emergency personnel. Customer should then call LPG at: 1.800-972.5121.

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

Customer and LPG have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all the terms herein. In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

For: **LPG**

For: **Customer**

By: _____

By: _____

Title: _____

Title: _____

**Marketing Training and
Quality Assurance Program
Light Power & Gas LLC**

January 2017

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**Light Power and Gas LLC
Marketing Training and
Quality Assurance Program**

I. Introduction

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

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

The Program will be implemented under the supervision of **Jack Klein, Operations Manager, and Abe Leiber, Vice President.**

II. Training & Code of Conduct For Employees and Representatives

[Redacted]

[Redacted]

[Redacted]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

IV. Dispute Resolution Process

Light Power & Gas will maintain an internal process for handling customer complaints and resolving disputes arising from marketing activities and shall respond promptly to complaints forwarded by the NYS Department of Public Service, the Attorney General's Office, or the Division of Consumer Protection.

A. Customer Complaint Process

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

B. Document Retention

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

V. Modification

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

Attachment 1: Credit Information Authorization Procedures

Customer Authorization Process

The distribution utility or Meter Data Service Provider (“MDSP”) shall provide information about a specific customer requested by Light Power & Gas LLC (“Light Power & Gas”), authorized by the customer to receive the information.

1. Light Power & Gas shall obtain customer authorization to request information, in accordance with the procedures outlined in UBP Section 5, Changes in Service Providers, Attachments 1, 2, and 3. Light Power & Gas 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 Light Power & Gas obtained proper customer authorization if Light Power & Gas is eligible to provide electricity and/or natural gas supply service and submits a valid information request.
3. Light Power & Gas shall retain, for a minimum of two (2) years, verifiable proof of authorization for each customer. Verification records shall be provided by Light Power & Gas, upon request of the New York Department of Public Service (“DPS”) staff, within five calendar days after a request is made. Locations for storage of the records shall be at the discretion of Light Power & Gas.
4. Upon request of the customer, a distribution utility and/or MDSP shall block access of customer information from Light Power & Gas.
5. Light Power & Gas shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-not-call registries.

Customer Information Provided to Light Power & Gas

Upon enrollment of a customer, Light Power & Gas 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 *Uniform Business Practices* (UBP), Section 9, Billing and Payment Processing.

1. *Release of Information.* A distribution utility and a MDSP shall use the following practices for transferring customer information to Light Power & Gas:
 - a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of Light Power & Gas’s enrollment request and shall provide the information in the Customer Contact Information Set and the Credit Information Set, upon Light Power & Gas’s request.
 - b. The distribution utility or MDSP shall respond within two business days to valid requests for information as established in Electronic Data Interchange (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 Light Power & Gas's request, consumption history for the customer's natural gas account.

Consumption history¹ for an electricity and/or natural gas account shall include:

- a. Customer's service address;
 - b. electricity and/or natural gas account indicator;
 - c. Sales tax district used by the distribution utility;
 - d. Rate service class and subclass or rider by account and by meter, where applicable;
 - e. electricity and/or natural gas load profile reference category or code, if not based on service class;
 - f. Usage type (e.g., therm, kwh), reporting period, and type of consumption (actual, estimated, or billed);
 - g. 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 information²; 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
 - h. 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 Light Power & Gas's enrollment request, a distribution utility shall provide the following billing information for an electricity and/or natural gas account, as applicable³:
- a. Customer's service address, and billing address if different;
 - b. electricity and/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. Life support equipment indicator;
 - i. Gas pool indicator [for natural gas];
 - j. Gas capacity/assignment obligation code [for natural gas]; and
 - k. Budget billing indicator⁴.

¹ A distribution utility or MDSP, in addition to EDI transmittal, may provide Web based access to customer history information.

² 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.

³ 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.

⁴ This indicator is limited to 12 month levelized payment plans and does not include other payment plans.

4. *Credit Information Set.* The distribution utility or MDSP shall provide credit information for the most recent 24 months or life of the account, whichever is less, upon receipt of Light Power & Gas's electronic or written affirmation that the customer provided authorization for release of the information to Light Power & Gas. Credit information shall include number of times a late payment charge was assessed and incidents of service disconnection.

Charges for Customer Information

No distribution utility or MDSP shall impose charges upon Light Power & Gas or Direct Customers for providing the information described in this Section. The distribution utility may impose an incremental cost based fee authorized in tariffs for Light Power & Gas'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

Light Power & Gas, 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, Light Power & Gas shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

Attachment 2: Standards to Prevent Slamming and Cramming

Light Power & Gas LLC (“Light Power & Gas”) will institute the following standards and procedures to prevent slamming and cramming, in accordance with the New York State Public Service Commission’s *Uniform Business Practices*:

1. All marketing representatives will be required to:
 - a. clearly identify that they are marketing on behalf of Light Power & Gas, and explain that they do not represent the customer’s distribution utility.
 - b. Explain the purpose of the solicitation – to sell natural gas and/or electricity commodity.
 - c. Identify that the individual being solicited is authorized to purchase natural gas and/or electricity commodity for the account.
 - d. Follow the specific procedures codified in Section 5, Attachments 1, 2 and 3, and Section 10 of the *Uniform Business Practices*, including notifying each prospective customer about the ESCO Consumer Bill of Rights, where they can find it, and also provide a written copy of the ESCO Consumer Bill of Rights with any written material sent to the customer which includes a sales agreement.
2. Light Power & Gas will design and monitor marketing scripts and review telemarketing calls to maintain service quality.
3. To prevent cramming, Light Power & Gas will use utility consolidated billing for residential customers in the service territories where it operates (if available), thereby limiting the items included on the bill.
4. Light Power & Gas will implement and follow the provisions of its Marketing Training and Quality Assurance program.
5. Light Power & Gas marketing representatives will display the appropriate Photo Identification Badge.

Attachment 3: Agent Declaration

DECLARATION OF AGENT

I, _____, hereby acknowledge that a copy of the Light Power & Gas Training Manual has been received and reviewed by Agent and Agent agree to follow the provisions and requirements set forth therein. The term “Agent” includes the Agent, its employees and sub-agents or representatives.

Signature

Date

**An authorized ESCO of the
Retail Choice Program**

**Light Power &
Gas**

[Name of Marketer]

Energy Consultant

Agent Code: [XXX]

1-800-972-5121

This card certifies that the holder is an authorized
Energy Consultant representing Light Power and Gas.

LIGHT POWER & GAS LLC

NOTICE OF ASSIGNMENT

Customer Name: **[CUSTOMER NAME]**
For Supply Service at: **[CUSTOMER ADDRESS]**
Customer Account Number: **[XXXXXX]**

Dear **[CUSTOMER NAME]**:

PLEASE TAKE NOTICE that, on **[EFFECTIVE DATE]**, **Light Power & Gas LLC** (“**Light Power & Gas**”), will assign its Sales Agreement with **[CUSTOMER NAME]**, dated **[ORIGINAL DATE OF CONTRACT]**, to **[NAME OF NEW ESCO]**, as provided for in that Sales Agreement.

You have the option to select another supplier on your own or return to your distribution utility for your **[ELECTRICITY AND/OR NATURAL GAS]** supply. If you take no action, your **[ELECTRICITY AND/OR NATURAL GAS]** supply 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 Sales Agreement with **Light Power & Gas** as a result of this assignment.

Sincerely,

[COMPANY REPRESENTATIVE]
Light Power & Gas LLC
1449 37th St
Brooklyn, NY 11218
1-800-972-5121

CC: **[DISTRIBUTION UTILITY]**

LIGHT POWER & GAS LLC

[DATE]

[CUSTOMER NAME]
[CUSTOMER ADDRESS]
[CUSTOMER CITY, STATE, ZIP]

Re: **Discontinuance of Service - [ACCOUNT NUMBER]**

Dear [CUSTOMER NAME],

This letter is to inform you that effective [DATE + 15 calendar days' notice], **Light Power & Gas LLC** (“**Light Power & Gas**”), will no longer be providing [ELECTRICITY AND/OR NATURAL GAS] commodity supply in your area. Your Agreement (“Agreement”) with **Light Power & Gas** for the purchase of [ELECTRICITY AND/OR NATURAL GAS] 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 to you if you would like to select a different energy provider.

You also have the option to select another supplier on your own or return to your distribution utility for your [ELECTRICITY AND/OR NATURAL GAS] supply. You will be receiving [ELECTRICITY AND/OR NATURAL GAS] supply from your distribution utility until you select a new supplier and the change in providers is effective, unless the distribution utility notifies you that it plans to terminate its delivery service to you on or before the discontinuance date.

If you have any questions about this notification, contact **Light Power & Gas** at **1-800-972-5121**.

Sincerely,

[COMPANY REPRESENTATIVE]
Light Power & Gas
1449 37th St
Brooklyn, NY 11218
1-800-972-5121

CC: [DISTRIBUTION UTILITY]

**LIGHT POWER AND GAS LLC
NOTICE OF TRANSFER OF
5000 OR MORE CUSTOMERS**

Notice is hereby provided that pursuant to the Sales Agreement (“Agreement”) between **[CUSTOMER NAME]** and **Light Power & Gas LLC (“Light Power & Gas”)**, all of **Light Power & Gas** 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 **[DATE + 60 calendar days’ notice]**.

If you have any questions please contact **[ASSIGNEE ESCO]** at **[ASSIGNEE ESCO PHONE NUMBER]**.

Sincerely,

[COMPANY REPRESENTATIVE]
Light Power & Gas
1449 37th St
Brooklyn, NY 11218
1-800-972-5121

CC: [DISTRIBUTION UTILITY]

**LIGHT POWER &
GAS LLC**

Telephone: 1-800-972-5121
 Fax: 718-853-4301
 1449 37th St
 Brooklyn, NY 11218

Account Number: [XXXXXX]
 Amount Due: [\$XX.XX]
 Amount Paid: _____

STATEMENT / INVOICE

[CUSTOMER NAME]
 [CUSTOMER ADDRESS 1]
 [CUSTOMER ADDRESS 2]
 [CITY, STATE ZIPCODE]

Electricity	
Read Date	
Previous Read	
Bill Cycle Days	
Read Type	
Utility Acct. #	
Invoice Number	

TO ENSURE PROPER CREDIT PLEASE DETACH THE TOP PORTION OF THIS INVOICE, INCLUDE YOUR PAYMENT, AND MAIL IN THE ENVELOPE PROVIDED. PLEASE MAKE ALL CHECKS PAYABLE TO LIGHT POWER AND GAS LLC.

Date	Invoice	Description	Quantity	Unit Price	Amount

A minus sign (-) after any balance indicates a credit in your favor.

Current	Past Due				Total Due
	Over 30	Over 60	Over 90	Over 120	

Terms: Due 20 days from invoice date. Past due accounts will be subject to a late payment charge of 1.5% per month.

[CUSTOMER NAME]
 [CUSTOMER ADDRESS 1]
 [CUSTOMER ADDRESS 2]
 [CITY, STATE ZIPCODE]
 ACCOUNT NUMBER: [XXXXXX]

Electricity	
Read Date	
Previous Read	
Bill Cycle Days	
Read Type	
Utility Acct. #	
Invoice Number	

*Questions about this invoice?
 Call Light Power and Gas Customer Service at 1-800-972-5121*

THANK YOU FOR YOUR BUSINESS!

**LIGHT POWER &
GAS LLC**

Telephone: 1-800-972-5121
 Fax: 718-853-4301
 1449 37th St
 Brooklyn, NY 11218

Account Number: [XXXXXX]
 Amount Due: [\$XX.XX]
 Amount Paid: _____

STATEMENT / INVOICE

[CUSTOMER NAME]
 [CUSTOMER ADDRESS 1]
 [CUSTOMER ADDRESS 2]
 [CITY, STATE ZIPCODE]

Natural Gas	
Read Date	
Previous Read	
Bill Cycle Days	
Read Type	
Utility Acct. #	
Invoice Number	

TO ENSURE PROPER CREDIT PLEASE DETACH THE TOP PORTION OF THIS INVOICE, INCLUDE YOUR PAYMENT, AND MAIL IN THE ENVELOPE PROVIDED. PLEASE MAKE ALL CHECKS PAYABLE TO **LIGHT POWER AND GAS LLC**.

Date	Invoice	Description	Quantity	Unit Price	Amount
<i>A minus sign (-) after any balance indicates a credit in your favor.</i>					

Current	Past Due				Total Due
	Over 30	Over 60	Over 90	Over 120	

Terms: Due 20 days from invoice date. Past due accounts will be subject to a late payment charge of 1.5% per month.

[CUSTOMER NAME]
 [CUSTOMER ADDRESS 1]
 [CUSTOMER ADDRESS 2]
 [CITY, STATE ZIPCODE]
ACCOUNT NUMBER: [XXXXXX]

Natural Gas	
Read Date	
Previous Read	
Bill Cycle Days	
Read Type	
Utility Acct. #	
Invoice Number	

*Questions about this invoice?
 Call Light Power and Gas Customer Service at 1-800-972-5121*

THANK YOU FOR YOUR BUSINESS!

LIGHT POWER & GAS LLC
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 (e.g., stocks or 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:

Expenditure	Amount
Food expenses	\$
Medical expenses	\$
Telephone bills	\$
Utility bills	\$
Mandatory loan/credit card payments	\$
Other -	\$
Other -	\$

LIGHT POWER & GAS LLC

Notification of Customer's Inability to Pay

Customer Name: [CUSTOMER NAME]
Address: [CUSTOMER ADDRESS]
[CITY, STATE ZIPCODE]
Account Number: [XXXXXXX]

Dear [SOCIAL SERVICES REPRESENTATIVE]:

[CUSTOMER NAME] has been sent a final notice of termination for [NATURAL GAS AND/OR ELECTRICITY] supply service. If the total payment due of \$[XX.XX] is not paid by [MM/DD/YYYY], termination of [NATURAL GAS AND/OR ELECTRICITY] service may occur anytime after [MM/DD/YYYY].

If you have any questions, please contact us at **1-800-972-5121**.

Sincerely,

[REPRESENTATIVE NAME]
Light Power & Gas LLC
1449 37th St
Brooklyn, NY 11218
1-800-972-5121

CC: [DISTRIBUTION UTILITY]

LIGHT POWER & GAS LLC

Budget Billing Plan

Customer Name: [CUSTOMER NAME]
Address: [CUSTOMER ADDRESS]
[CITY, STATE ZIP CODE]
Account Number: [XXXXXX]

Under this Plan, **Light Power & Gas LLC** (“**Light Power & Gas**”), agrees to provide [NATURAL GAS AND/OR ELECTRICITY] supply service 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 [XX.XX] [therms/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 Plan shall be subject to regular review for conformity with actual billings. **Light Power & Gas** reserves the right to recalculate such monthly payment to reflect either an increase or decrease in 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, **Light Power & Gas** shall true up your account based on a comparison of the 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 **Light Power & Gas** 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:

Acceptance of Agreement:

Customer Signature: _____

Date: _____

Return one signed copy by [MM/DD/YYYY] to:

Light Power & Gas LLC
1449 37th St
Brooklyn, NY 11218

LIGHT POWER & GAS LLC

Quarterly Billing Plan

Customer Name: [CUSTOMER NAME]
Address: [CUSTOMER ADDRESS]
[CITY, STATE ZIPCODE]
Account Number: [XXXXXX]

Under this plan, **Light Power & Gas LLC** (“**Light Power & Gas**”), 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, you 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 [NATURAL GAS AND/OR ELECTRICITY] supply service pursuant to the Home Energy Fair Practices Act.

Yes! I would like Quarterly Billing.

Acceptance of Agreement:

Customer Signature: _____

Date: _____

**Return one signed copy by [MM/DD/YYYY] to: Light Power & Gas LLC
1449 37th St.
Brooklyn, NY 11218**

LIGHT POWER & GAS LLC
Residential Deferred Payment Agreement

Customer Name: [CUSTOMER NAME]
Address: [CUSTOMER ADDRESS]
[CITY, STATE ZIP CODE]
Account Number: [XXXXXX]

The total amount owed to **Light Power & Gas LLC** (“**Light Power & Gas**”) for this account as of [MM/DD/YYYY] is \$[XX.XX].

Light Power & Gas 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 of \$[XX.XX] by [MM/DD/YYYY], you will be entering into a payment agreement and by doing so will avoid termination of [NATURAL GAS AND/OR ELECTRICITY] supply 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, **Light Power & Gas** may terminate [NATURAL GAS AND/OR ELECTRICITY] supply service. If you do not sign this agreement or pay the total amount due of \$[XX.XX] by [MM/DD/YYYY], **Light Power & Gas** may seek to terminate your [NATURAL GAS AND/OR ELECTRICITY] supply service. **If you are unable to make payment according to these terms or if you wish to discuss this agreement please call Light Power & Gas at 1-800-972-5121.**

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. For more information, contact **Light Power & Gas at 1-800-972-5121.**

Yes! I would like Budget Billing:

Acceptance of Agreement

Customer Signature: _____

Date: _____

This agreement has been accepted by **Light Power & Gas**. If you and **Light Power & Gas** cannot negotiate a payment agreement, or if you need any further assistance, you may contact the New York State Public Service Commission at 1-888-489-8899.

Return one signed copy by [MM/DD/YYYY] to: **Light Power & Gas LLC**
1449 37th St.
Brooklyn, NY 11218

If it is not signed and returned, your [NATURAL GAS AND/OR ELECTRICITY] supply service may be terminated.

LIGHT POWER & GAS LLC

Past Due Reminder Notice - [DATE]

Customer Name: [CUSTOMER NAME]

Address: [CUSTOMER ADDRESS]

Account Number: [ACCOUNT NUMBER]

Dear [CUSTOMER NAME]:

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 [NATURAL GAS AND/OR ELECTRICITY] supply service. You have failed to comply with the terms of the DPA. 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 [NATURAL GAS AND/OR ELECTRICITY] supply 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 **1-800-972-5121**, 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 [LOCAL SOCIAL SERVICES PHONE NUMBER].

The total amount owed to **Light Power & Gas LLC** (“**Light Power & Gas**”) for this account as of [MM/DD/YYYY] is: \$[XX.XX].

[COMPANY REPRESENTATIVE]

Light Power & Gas LLC

Telephone: **1-800-972-5121**

Credit and Collections

LIGHT POWER & GAS LLC

FINAL TERMINATION NOTICE - [DATE]

Customer Name: [CUSTOMER NAME]
Address: [CUSTOMER ADDRESS]
[CITY, STATE ZIP CODE]
Account Number: [XXXXXX]

Dear [CUSTOMER NAME]:

By letter dated [MM/DD/YY], Light Power & Gas LLC (“Light Power & Gas”) notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in **Light Power & Gas** terminating your [NATURAL GAS AND/OR ELECTRICITY] supply 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].

Please note that your [NATURAL GAS AND/OR ELECTRICITY] distribution/delivery service provided by [UTILITY NAME] may be suspended in addition to suspension of your [NATURAL GAS AND/OR ELECTRICITY] supply provided by Light Power & Gas, even if your distribution service account is current.

If you disagree with the amount owed, you may call **Light Power & Gas at 1-800-972-5121** or write **1449 37th St, Brooklyn, NY 11218**, or you may contact the New York State Public Service Commission at 1-800-342-3377.

THIS IS A FINAL TERMINATION NOTICE. PLEASE BRING THIS NOTICE TO THE ATTENTION OF LIGHT POWER & GAS WHEN PAYING THIS BILL.

PLEASE REMIT \$[XX.XX] BY [MM/DD/YY] TO AVOID TERMINATION OF YOUR [NATURAL GAS AND/OR ELECTRICITY] SUPPLY 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 **1-800-972-5121**. If you or anyone in your household is elderly, blind, disabled, or has suffered a medical emergency, please contact us.

Sincerely,
[COMPANY REPRESENTATIVE]
Light Power & Gas
Credit and Collections

Marketing Materials Information

- Online Marketing

[REDACTED]

- Door-to-Door Marketing

[REDACTED]

- Telemarketing

[REDACTED]

- Marketing Materials

[REDACTED]

- Vendors

[REDACTED]

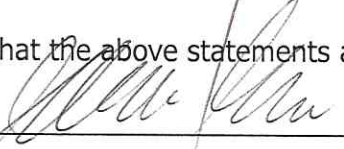
ATTESTATION

I, **Jack Klein**, [COO] of Light Power & Gas LLC ("Light Power & Gas"), by my signature below do hereby attest to the following:

I understand that under New York State Department of Public Service regulations, energy services companies (ESCOs) selling electricity are required to provide customers with periodic environmental disclosure statements or environmental disclosure labels in plain language. These labels must provide information on the types of fuels used to generate electricity, air emissions resulting from generating electricity, and a comparison of those emissions to a statewide average. This information enables consumers, if they choose, to select an electricity supplier based on environmental quality and resource diversity, a key desired outcome of the Environmental Disclosure Program.

As Light Power & Gas intends to serve electricity customers, I hereby attest that Light Power & Gas will comply with the requirements of New York State's Environmental Disclosure Program.

I declare that the above statements are true and accurate to the best of my knowledge.

Signature  Print Name Jack Klein

Title Operations Date 2/6/17



New York State Public Service Commission
Service Provider Contact Information

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

Date February 7, 2017

Company Name Light Power & Gas LLC

President _____

Mailing Address 1449 37th St
Brooklyn, NY 11218

E-mail Address info@lightpowerandgas.com

Phone Number 718-853-4300 Fax Number _____

Vice President / Director of Customer Service Abe Leiber

Mailing Address 1449 37th Street
Brooklyn, NY 11218

E-mail Address abe@lightpowerandgas.com

Phone Number 718-853-4300 Fax Number 718-853-4301

Primary Regulatory Complaint Manager Jack Klein

Mailing Address 1449 37th Street
Brooklyn, NY 11218

E-mail Address jack@northenergy.net

Phone Number 718-853-4300 Fax Number 718-853-4301

Secondary Regulatory Complaint Manager _____

Mailing Address _____

E-mail Address _____

Phone Number _____ Fax Number _____

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