



UPDATED APPLICATIONS PURSUANT TO ORDER 15-M-0157 DUE MARCH 11, 2020

SHOULD BE FILED IN MATTER 19-02972

ENERGY SERVICES COMPANY (ESCO) RETAIL ACCESS APPLICATION FORM (RAAF)

1. Business Information

A. Business Name: City Power and Gas, LLC

Address: 261 South Main Street, Suite 329

City: Newtown State: CT Zip: 06470

Telephone: 877-518-9339 Fax: 212-937-1922

Website Address: <https://www.citypowerandgas.com>

Customer Service Email Address: customerservice@citypowerandgas.com

Toll Free Number: 877-518-9339

If you intend to market your services under a DBA, list name here:

(Copy of your certificate of assumed name is required, please attach)

B. List energy affiliates, including upstream owners and subsidiaries, (include additional sheets if necessary):

Name:

Contact Name:

Address:

City: State: Zip:

Telephone: Fax:

Email Address:

C. During the previous 36 months, have any criminal or regulatory sanctions been imposed against any senior officer of the ESCO applicant or any entity holding ownership interests of 10% or more in the ESCO? Yes No

- a. If yes, provide the name and title of each such person as well as a detailed explanation of the sanctions and any relevant context (add additional sheets if necessary):

D. List all states that your company has operated in within the last 24 months:

New York

E. List all trade names used in other states:

2. Contact Information

A. Executive Contact

Name: Michael Mitchell

Title: Managing Member, CEO

Address: 261 South Main Street, Suite 329

City: Newtown State: CT Zip: 06470

Telephone: 877-518-9339 Fax: 212-939-1922

Email Address: mmitchell@citypowerandgas.com

B. Regulatory Contact

Name: Michael Mitchell

Title: Managing Member, CEO

Address: 261 South Main Street, Suite 329

City: Newtown State: CT Zip: 06470

Telephone: 877-518-9339 Fax: 845-363-9020

Email Address: regulatory@citypowerandgas.com

C. Marketing Contact

Name: Michael Mitchell

Title: Managing Member, CEO

Address: 261 South Main Street, Suite 329

City: Newtown State: CT Zip: 06470

Telephone: 877-518-9339 Fax: 845-363-9020

Email Address: marketingcpg@citypowerandgas.com

D. EDI Vendor

Vendor Name: EC Infosystems

Contact Name: Alla Guttsait

Address: 115 W. 29th Street, Suite 803

City: New York State: NY Zip: 10001

Telephone: 516-874-8012 Fax:

Email Address: AGuttsait@ecinfosystems.com

3. Markets for Which Eligibility is Sought (“√” relevant boxes):

Market:	Industrial and Large Commercial	Residential and Small Non-Residential (the Mass Market)
Eligibility Sought:	<input type="checkbox"/>	<input checked="" type="checkbox"/>

4. Identify the Types and Locations of Markets

- A. **Eligible ESCOs that have completed Phase III Testing**, place an “√” in the applicable cells of the table below to 1) designate the individual utility retail access programs in which you participate, and the customer market(s) in each program you serve, 2) indicate the commodities you offer in each service territory; and 3) indicate the billing options you offer in each territory.
- B. If you are a **new ESCO applying for eligibility**, please leave this section blank.
- C. If you are an **ESCO that has eligibility but are not serving**, leave this section blank. When you complete Phase III Testing or begin serving you should resubmit this form with the appropriate boxes checked.

Utility	Customer Markets		Commodity		Billing Options			
	Mass Market	Non-Res	Nat Gas	Electric	Utility Rate Ready (URR)	Utility Bill Ready (UBR)	ESCO Combined Billing ¹	Dual Bill
Central Hudson	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	n/a
Con Edison	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input type="checkbox"/>
Corning Natural Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a	n/a
LIPA	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a	n/a	n/a	n/a
National Grid (KEDNY, KEDLI)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input checked="" type="checkbox"/>	n/a	<input type="checkbox"/>
National Grid (Upstate)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input type="checkbox"/>
National Fuel Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	<input type="checkbox"/>	n/a	<input type="checkbox"/>	<input type="checkbox"/>
NYSEG	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>	n/a	<input type="checkbox"/>
Orange & Rockland	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	n/a	<input type="checkbox"/>
Rochester Gas & Electric	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	n/a	<input checked="" type="checkbox"/>	n/a	<input type="checkbox"/>
St. Lawrence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a	n/a	n/a	n/a	n/a

¹ National Fuel users Single Retailer EDI transactions to support ECB.



7. Additional Requirements

- A. 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);
- B. Comprehensive copy of your standard sales agreement(s) for each service class and commodity, including presentation of the customer disclosure statement;
- C. Marketing representative ID badge;
- D. Marketing standards quality assurance plan;
- E. Third party verification script;
- F. Sample forms of notices for assignment, discontinuance and transfer of 5000 or more customers to other providers;
- G. Sample of your billing format;
- H. Procedures you will use to obtain customer's authorization for historic usage and credit information;
- I. Copies of information and promotional materials used for mass marketing purposes;
- J. HEFPA documents, if providing energy supply to residential customers;
- K. Internal procedures for the prevention of slamming or cramming;
- L. A list of entities, including contracts and sub-contractors, that will market on behalf of your ESCO;
- M. Attestation that you will comply with the requirements of the New York State's Environmental Disclosure Program, if you intend to serve electric customers;
- N. NYS DPS Office of Consumer Services Service Provider Form;
- O. Letter from utility that you have successfully completed EDI Phase 1 Testing;
- P. Complaint data from each state in which your company has served within the last 24 months. If your company operates under multiple trade names, you must identify each name used separately and the state in which it was used;
- Q. List and describe any security/data breaches associated with customer proprietary information that occurred in any jurisdiction in which it operates, under any trade name, within the 24 months prior to the application, and actions taken by the applicant in response to the incident. ESCOs also shall provide specific policies and procedures addressing how they intend to secure customer data;
- R. Disclose any history of bankruptcy, dissolution, merger, or acquisition activities during the 24 months prior to this application for each trade name used as well as affiliates of the ESCO, including upstream owners and subsidiaries; and,
- S. Provide an officer certification, in which a high-level officer affirms that the ESCO is willing and able to comply with all applicable laws and regulations.

8. Signature

The person signing this application attests to the following: that he or she 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:

Printed Name: Michael Mitchell

Title: Managing Member, CEO

Date: 11/7/20

Company Name: City Power and Gas, LLC.

NY DEPARTMENT OF STATE

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

I hereby certify, that CITY POWER & GAS, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 08/23/2010, and that the Limited Liability Company is existing so far as shown by the records of the Department.



WITNESS my hand and the official seal of the Department of State at the City of Albany, this 05th day of November two thousand and eighteen.

A handwritten signature in black ink, appearing to read "B. Fitzgerald", is written over a faint, dotted-line signature strip.

*Brendan W. Fitzgerald
Executive Deputy Secretary of State*

State of New York
Department of State } ss:

I hereby certify, that CITY POWER & GAS, LLC a NEW YORK Limited Liability Company filed Articles of Organization pursuant to the Limited Liability Company Law on 08/23/2010, and that the Limited Liability Company is existing so far as shown by the records of the Department. I further certify the following:

A Certificate of Publication of CITY POWER & GAS, LLC was filed on 11/16/2010.

A Certificate of Amendment was filed on 07/21/2011.

A Biennial Statement was filed 08/07/2012.

Certificate of Change was filed on 12/17/2012.

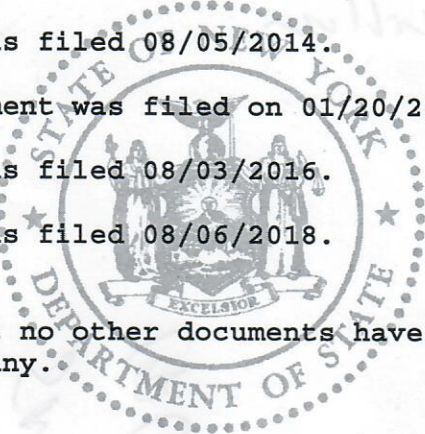
A Biennial Statement was filed 08/05/2014.

A Certificate of Amendment was filed on 01/20/2015.

A Biennial Statement was filed 08/03/2016.

A Biennial Statement was filed 08/06/2018.

I further certify, that no other documents have been filed by such Limited Liability Company.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 25th day of October two
thousand and nineteen.*

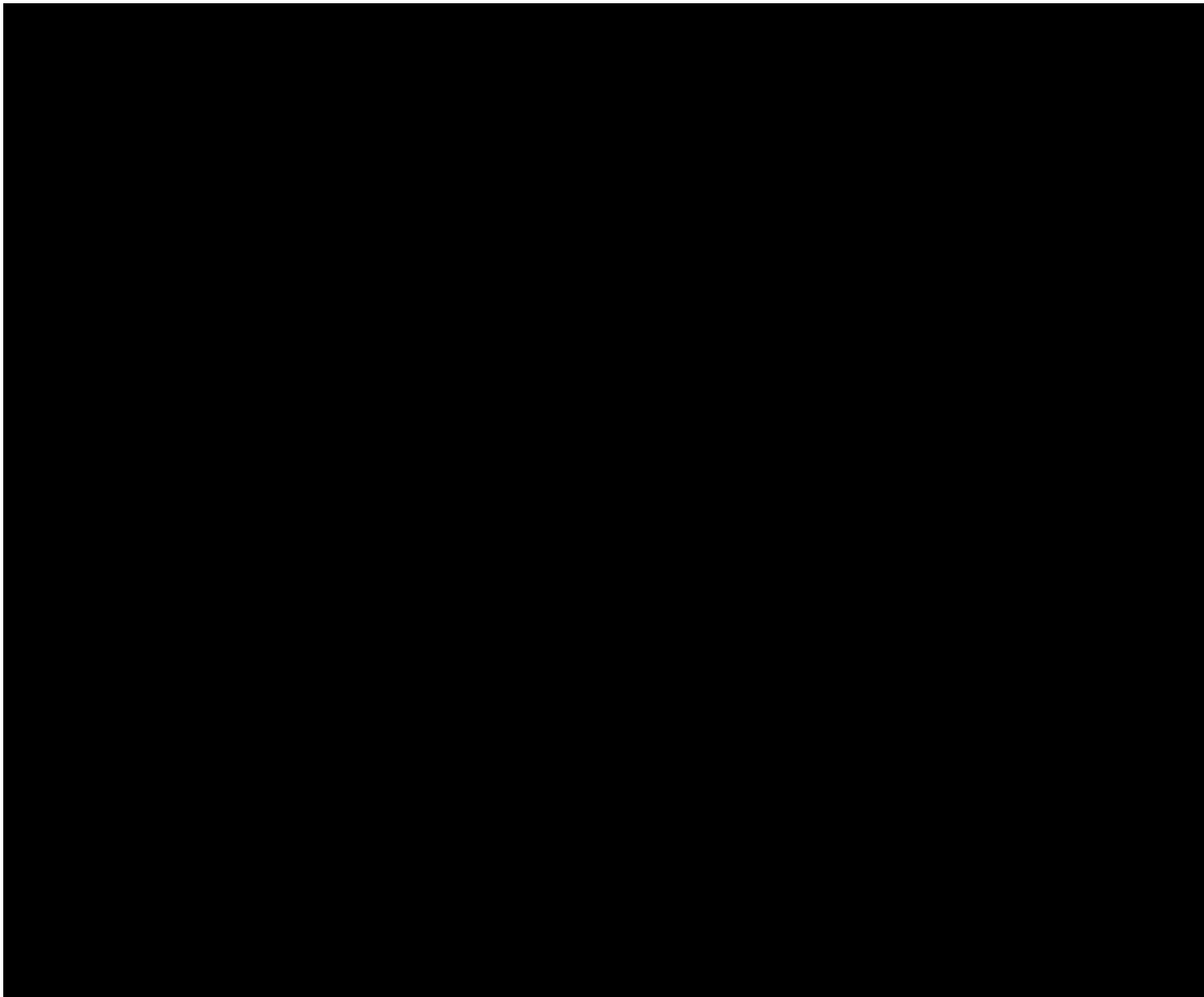
Brendan C Hughes

Brendan C Hughes
Executive Deputy Secretary of State

CITY POWER AND GAS, LLC SALES AGREEMENT – Fixed Rate/60% Renewable/New York

CUSTOMER DISCLOSURE STATEMENT

Contract Effective Date: Start Date	Date: Current Date
Account Type:	Commercial <input type="checkbox"/> Tax Exempt <input type="checkbox"/> (please provide exempt form) Residential <input checked="" type="checkbox"/> Addendum Attached <input type="checkbox"/>
Account Name:	Customer Name
Contact Name:	
Contact Phone/Email:	PH: Phone E: Email
Utility:	Utility
Utility Account Number:	Account Number
Meter Address:	Address City, State Zip
Billing Address:	Address City, State Zip



Agreement to Sell and Purchase Energy. This is an agreement between City Power and Gas, LLC ("CITY POWER") and the undersigned customer ("Customer") under which Customer shall initiate electricity service and begin enrollment with CITY POWER (the "Agreement"). Subject to the terms and conditions of this Agreement, CITY POWER agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by CITY POWER, necessary to meet Customer's requirements based upon consumption data obtained by CITY POWER or the delivery schedule of the Local Distribution Utility (the "LDU"). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by CITY POWER or the LDU's delivery schedule.

TERM - This Agreement shall commence as of the date Customer's notice regarding the change of Customer's provider to CITY POWER is deemed effective by the LDC and shall continue for Term months thereafter (the "Initial Term"). Upon completion of the Initial Term, customer shall receive written notification from CITY POWER of the renewal terms at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer's right to renew, terminate or renegotiate this Agreement. If you wish to reject the renewal of this Agreement without incurring an early cancellation fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Renewal Term to cancel by calling us at 1-877-518-9339. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call CITY POWER at 1-877-518-9339 or call their delivery company to terminate the agreement. CITY POWER may terminate this Agreement by providing 30 days' written notice to the Customer.

Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a Fixed Price indicated in the customer's Sales Agreement, plus, all applicable taxes, fees, charges, costs, expenses and margins. CITY POWER will invoice Customer monthly for electricity delivered under this Agreement, as measured by the LDU, 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 CITY POWER or the LDU, or each of the LDU and CITY POWER 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"). In the event of failure to remit payment when due, CITY POWER may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act ("HEFPA"). Notwithstanding the foregoing, for residential customers, Customer may terminate a Fixed Rate plan at any time with no penalty. If Customer is a Commercial and selected a Fixed Rate, unless otherwise stated in Customer's Enrollment Documentation, Customer's Termination Fee is equal to the (1) the negative difference between the fixed price set forth in this agreement and the calculation by ESCO of the Fixed Rate at the date of termination multiplied by (2) the estimated volumes for the remainder of the initial term or the Renewal Term, as applicable, using the actual volumes received by the customer for the prior 12 month period as the volumes used in determining damages. If Customer is a residential customer and selected a Fixed Rate, unless otherwise stated in Customer's Enrollment Documentation, there is no Customer's Termination Fee. Customer understands and agrees that in order for Company to offer and fulfill its fixed rate obligation, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. A \$15.00 fee will be charged for all returned payments.

Product Summary. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address. However, City Power will annually ensure that the

designated percent of electricity which you have selected as renewable will be sourced from a generation plant of an Eligible Renewable resource. Eligible Renewable resources are energy resources that either cannot be used up or are quickly replenished through natural processes. In New York, biomass, tidal/ocean, fuel cells, hydro-electric, solar, geothermal, and wind energy resources are all considered eligible renewable resources under the New York Clean Energy Standards. Your purchase of the City Power Renewable Energy Product helps support the development and operation of renewable energy in the region specified in your Product Summary. City Power may take up to Six (6) months after the end of any calendar year under which this agreement is in effect to address any deficiency that may arise in the renewable content of electricity sold under this agreement in the previous calendar year. **Information on generation energy sources for this product or historical billing data is available upon request.** Note: The list of Eligible Renewable Resources is not intended to be exclusive but is intended to indicate the type of resources that maybe utilized for generation and delivery of energy into the New York electric delivery system. This list is and may be subject to change.

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

Information Release Authorization. Customer authorizes CITY POWER to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility 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 CITY POWER 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 CITY POWER. 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 CITY POWER or by calling CITY POWER at 1-877-518-9339. CITY POWER reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consumer Protections. The services provided by CITY POWER to Customer are governed by the terms and conditions of this Agreement. CITY POWER will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting CITY POWER at 1-877-518-9339 or the DPS at 1-888-697-7728, 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 www.dps.ny.gov.

Cancellation. Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting CITY POWER at 1-877-518-9339 or in writing. Customer is liable for all CITY POWER charges until Customer returns to the LDU 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 true up- subsequent to the final meter reading.

Agency. Customer hereby appoints CITY POWER as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title. All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO CITY POWER load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. CITY POWER will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

Warranty. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and CITY POWER. CITY POWER makes no representations or warranties other than those expressly set forth in this Agreement, and CITY POWER expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. CITY POWER will make commercially reasonable efforts to provide electricity hereunder but CITY POWER does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of CITY POWER ("Force Majeure Events") may result in interruptions in service. CITY POWER will not be liable for any such interruptions caused by a Force Majeure Event, and CITY POWER 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 LDU (including, but not limited to, a facility outage on its electricity distribution lines).

Liability. The remedy in any claim or suit by Customer against CITY POWER will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either CITY POWER 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.

Contact Information. Customer may contact CITY POWER's Customer Service Center at 1-877-518-9339, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to CITY POWER at: City Power and Gas, LLC, 10115 E Bell Rd, Suite 107-405, Scottsdale, AZ 85260.

Dispute Resolution. In the event of a residential billing dispute or a disagreement involving CITY POWER's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact CITY POWER 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") by calling 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.ny.gov>. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

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.

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 CITY POWER's net income, shall be paid by Customer, and Customer agrees to indemnify CITY POWER and hold CITY POWER harmless from and against any and all such taxes. 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.

Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby CITY POWER is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion CITY POWER shall have the right to cancel this Agreement on 15 days' notice to Customer.

Emergency Service. Emergency Service Contacts. In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

Central Hudson Gas & Electric 743-1701	1-800-527-2714	Rochester Gas & Electric	1-800-
Orange & Rockland Electric 533-5325	1-877-434-4100	Orange & Rockland Gas	1-800-
National Grid 444-3130	1-800-892-2345	National Fuel Gas	1-800-
Consolidated Edison 572-1131	1-800-752-6633	NYSEG	1-800-

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



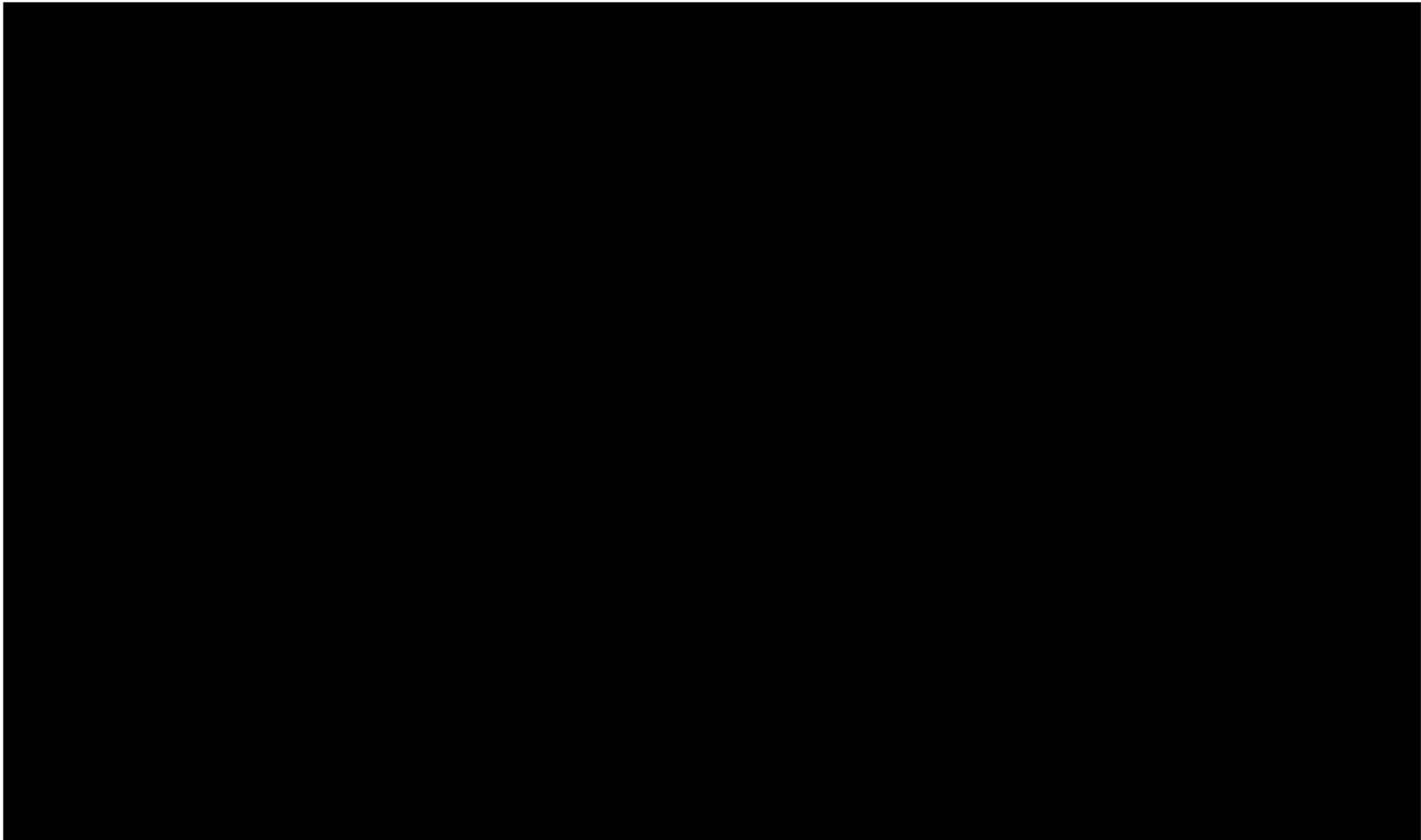
Telephone: (877) 518-9339
Fax: (845) 363-9020
www.citypowerandgas.com

3 Mount Ebo Rd N Suite 554
Brewster, NY 10509

CITY POWER AND GAS, LLC SALES AGREEMENT – Variable Rate/60% Renewable/New York

CUSTOMER DISCLOSURE STATEMENT

Contract Effective Date: Start Date	Date: Current Date
Account Type:	Commercial <input type="checkbox"/> Tax Exempt <input type="checkbox"/> (please provide exempt form) Residential <input checked="" type="checkbox"/> Addendum Attached <input type="checkbox"/>
Account Name:	Customer Name
Contact Name:	
Contact Phone/Email:	PH: Phone E: Email
Utility:	Utility
Utility Account Number:	Account Number
Meter Address:	Address City, State Zip
Billing Address:	Address City, State Zip



This Contract consists of 4 pages. Customer acknowledges that it has read and understands this entire agreement, that it contains no blank spaces at the time of execution, that Customer may rescind this Agreement within 3 business days after execution and that Customer agrees to be bound by its terms as of the Effective Date written above.

Agreement to Sell and Purchase Energy. This is an agreement between City Power and Gas, LLC (“ESCO”) and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with ESCO (the “Agreement”). Subject to the terms and conditions of this Agreement, ESCO agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by ESCO, necessary to meet Customer’s requirements based upon consumption data obtained by ESCO or the delivery schedule of the Local Distribution Utility (the “LDU”). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by ESCO or the LDU’s delivery schedule.

TERM - This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to ESCO is deemed effective by the LDC and shall continue for Term months thereafter (the “Initial Term”). Upon completion of the Initial Term, customer shall receive written notification from ESCO of the renewal terms at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer’s right to renew, terminate or renegotiate this Agreement. If you wish to reject the renewal of this Agreement without incurring an early cancellation fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Renewal Term to cancel by calling us at 1-877-518-9339. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call ESCO at 1-877-518-9339 or call their delivery company to terminate the agreement. ESCO may terminate this Agreement by providing 30 days’ written notice to the Customer.

Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a Fixed Price indicated in the customer’s Sales Agreement, plus, all applicable taxes, fees, charges, costs, expenses and margins. ESCO will invoice Customer monthly for electricity delivered under this Agreement, as measured by the LDU, 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 ESCO or the LDU, or each of the LDU and ESCO 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”). In the event of failure to remit payment when due, ESCO may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act (“HEFPA”). Notwithstanding the foregoing, for residential customers, Customer may terminate a Fixed Rate plan at any time; provided that, if Customer terminates after the Rescission Period and before the end of the Term or Renewal Term, the applicable Termination Fee listed in Customer’s Enrollment Documentation will apply for the Service Customer terminates. If Customer is a Commercial and selected a Fixed Rate, unless otherwise stated in Customer’s Enrollment Documentation, Customer’s Termination Fee is equal to the (1) the negative difference between the fixed price set forth in this agreement and the calculation by ESCO of the Fixed Rate at the date of termination multiplied by (2) the estimated volumes for the remainder of the initial term or the Renewal Term, as applicable, using the actual volumes received by the customer for the prior 12 month period as the volumes used in determining damages.. If Customer is a residential customer and selected a Fixed Rate, unless otherwise stated in Customer’s Enrollment Documentation, Customer’s Termination Fee is \$100. Customer understands and agrees that in order for the Company to offer and fulfill its fixed rate obligation, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. A \$15.00 fee will be charged for all returned payments.

Product Summary. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address. However, City Power will annually ensure that the designated percent of electricity which you have selected as renewable will be sourced from a generation plant of an Eligible Renewable resource. Eligible Renewable resources are energy resources that either cannot be used up or are quickly replenished through natural processes. In New York, biomass, tidal/ocean, fuel cells, hydro-electric, solar, geothermal, and wind energy resources are all considered eligible renewable resources under the New York Clean Energy Standards. Your purchase of the City Power Renewable Energy Product helps support the development and operation of renewable energy in the region specified in your Product Summary. City Power may take up to Six (6) months after the end of any calendar year under which this agreement is in effect to address any deficiency that may

arise in the renewable content of electricity sold under this agreement in the previous calendar year. **Information on generation energy sources for this product or historical billing data is available upon request.** Note: The list of Eligible Renewable Resources is not intended to be exclusive but is intended to indicate the type of resources that maybe utilized for generation and delivery of energy into the New York electric delivery system. This list is and may be subject to change.

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

Information Release Authorization. Customer authorizes ESCO to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility 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 ESCO 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 ESCO. 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 ESCO or by calling ESCO at 1-877-518-9339. ESCO reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consumer Protections. The services provided by ESCO to Customer are governed by the terms and conditions of this Agreement. ESCO will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting ESCO at 1-877-518-9339 or the DPS at 1-888-697-7728, 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 www.dps.ny.gov.

Cancellation. Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting ESCO at 1-877-518-9339 or in writing. Customer is liable for all ESCO charges until Customer returns to the LDU 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.

Agency. Customer hereby appoints ESCO as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's electricity needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver electricity to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title. All electricity sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO ESCO load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. ESCO will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the electricity provided hereunder.

Warranty. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and ESCO. ESCO makes no representations or warranties other than those expressly set forth in this Agreement, and ESCO expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. ESCO will make commercially reasonable efforts to provide electricity hereunder but ESCO does not guarantee a continuous supply of electricity to Customer. Certain causes and events out of the control of ESCO ("Force Majeure Events") may result in interruptions in service. ESCO will not be liable for any such interruptions caused by a Force Majeure Event, and ESCO 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 LDU (including, but not limited to, a facility outage on its electricity distribution lines).

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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.

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 ESCO's net income, shall be paid by Customer, and Customer agrees to indemnify ESCO and hold ESCO harmless from and against any and all such taxes. 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.

Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ESCO is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion ESCO shall have the right to cancel this Agreement on 15 days' notice to Customer.

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National Grid	1-800-892-2345	National Fuel Gas	1-800-444-3130
Consolidated Edison	1-800-752-6633	NYSEG	1-800-572-1131

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

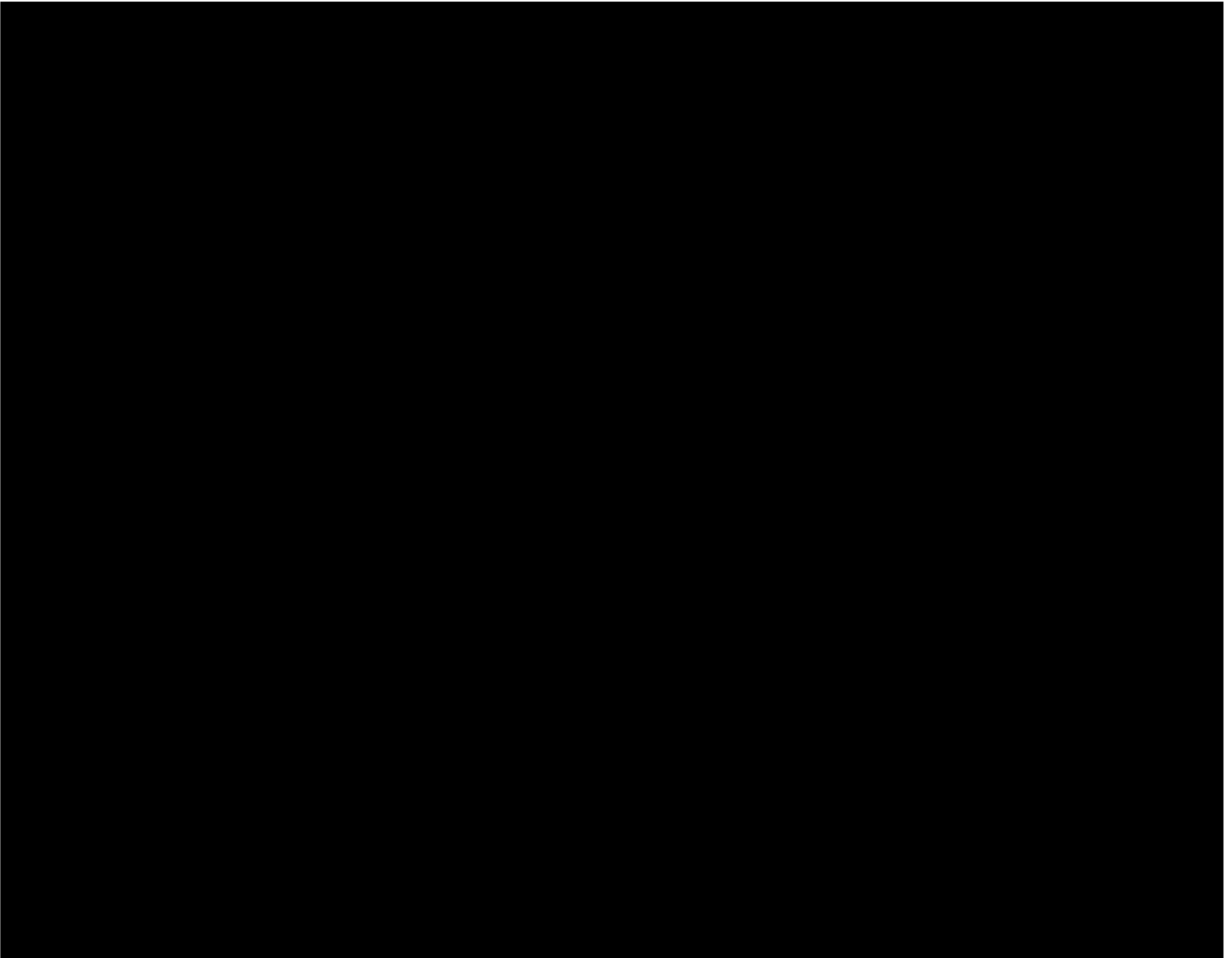


Telephone: (877) 518-9339
Fax: (845) 363-9020
www.citypowerandgas.com

3 Mount Ebo Rd N Suite 554
Brewster, NY 10509

CITY POWER AND GAS, LLC SALES AGREEMENT – Fixed Rate/100% Renewable/New York

CUSTOMER DISCLOSURE STATEMENT



This Contract consists of 4 pages. Customer acknowledges that it has read and understands this entire agreement, that it contains no blank spaces at the time of execution, that Customer may rescind this Agreement within 3 business days after execution and that Customer agrees to be bound by its terms as of the Effective Date written above.

Agreement to Sell and Purchase Energy. This is an agreement between City Power and Gas, LLC (“ESCO”) and the undersigned customer (“Customer”) under which Customer shall initiate electricity service and begin enrollment with ESCO (the “Agreement”). Subject to the terms and conditions of this Agreement, ESCO agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of electricity, as estimated by ESCO, necessary to meet Customer’s requirements based upon consumption data obtained by ESCO or the delivery schedule of the Local Distribution Utility (the “LDU”). The amount of electricity delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by ESCO or the LDU’s delivery schedule.

TERM - This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to ESCO is deemed effective by the LDC and shall continue for Term month(s) thereafter (the “Initial Term”). Upon completion of the Initial Term, customer shall receive written notification from ESCO of the renewal terms at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer’s right to renew, terminate or renegotiate this Agreement. If you wish to reject the renewal of this Agreement without incurring an early cancellation fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Renewal Term to cancel by calling us at 1-877-518-9339. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call ESCO at 1-877-518-9339 or call their delivery company to terminate the agreement. ESCO may terminate this Agreement by providing 30 days’ written notice to the Customer.

Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all electricity sold under this Agreement shall be a Fixed Price indicated in the customer’s Sales Agreement, plus, all applicable taxes, fees, charges, costs, expenses and margins. ESCO will invoice Customer monthly for electricity delivered under this Agreement, as measured by the LDU, 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 ESCO or the LDU, or each of the LDU and ESCO 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”). In the event of failure to remit payment when due, ESCO may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act (“HEFPA”). Notwithstanding the foregoing, for residential customers, Customer may terminate a Fixed Rate plan at any time; provided that, if Customer terminates after the Rescission Period and before the end of the Term or Renewal Term, the applicable Termination Fee listed in Customer’s Enrollment Documentation will apply for the Service Customer terminates. If Customer is a Commercial and selected a Fixed Rate, unless otherwise stated in Customer’s Enrollment Documentation, Customer’s Termination Fee is equal to the (1) the negative difference between the fixed price set forth in this agreement and the calculation by ESCO of the Fixed Rate at the date of termination multiplied by (2) the estimated volumes for the remainder of the initial term or the Renewal Term, as applicable, using the actual volumes received by the customer for the prior 12 month period as the volumes used in determining damages.. If Customer is a residential customer and selected a Fixed Rate, unless otherwise stated in Customer’s Enrollment Documentation, Customer’s Termination Fee is \$100. Customer understands and agrees that in order for Company to offer and fulfill its fixed rate obligation, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. A \$15.00 fee will be charged for all returned payments.

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

Information Release Authorization. Customer authorizes ESCO to obtain and review information regarding Customer’s credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility 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 ESCO 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 ESCO. 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 ESCO or by calling ESCO at 1-877-518-9339. ESCO reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

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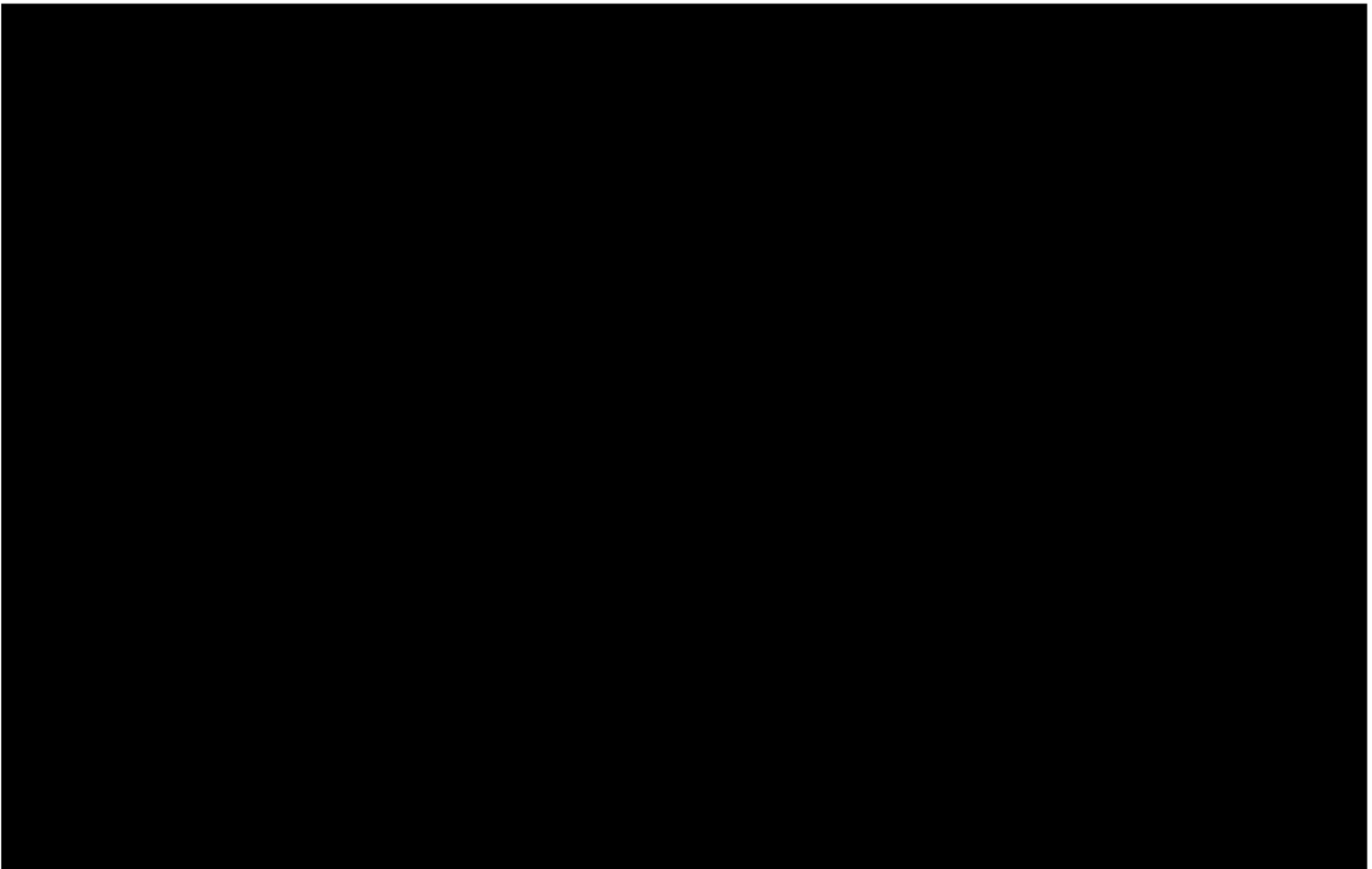
Telephone: (877) 518-9339
Fax: (845) 363-9020
www.citypowerandgas.com

Rd. N. Suite 554
10509

CITY POWER AND GAS, LLC SALES AGREEMENT – Variable Rate/100% Renewable/New York

Contract Effective Date: Start Date	Date: Current Date
Account Type:	Commercial <input type="checkbox"/> Tax Exempt <input type="checkbox"/> (please provide exempt form) Residential <input checked="" type="checkbox"/> Addendum Attached <input type="checkbox"/>
Account Name:	Customer Name
Contact Name:	
Contact Phone/Email:	PH: Phone E: Email
Utility:	Utility
Utility Account Number:	Account Number
Meter Address:	Address City, State Zip
Billing Address:	Address City, State Zip

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TERM - This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to ESCO is deemed effective by the LDC and shall continue for Term months thereafter (the “Initial Term”). Upon completion of the Initial Term, customer shall receive written notification from ESCO of the renewal terms at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer’s right to renew, terminate or renegotiate this Agreement. If and you wish to reject the renewal of this Agreement without incurring an early cancellation fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Renewal Term to cancel by calling us at 1-877-518-9339. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call ESCO at 1-877-518-9339 or call their delivery company to terminate the agreement. ESCO may terminate this Agreement by providing 30 days’ written notice to the Customer.

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Product Summary. Electricity is the product of a mix of generation energy sources that is delivered over a system of wires. You will not have electricity from a specific generation facility delivered directly to your service address. However, City Power will annually ensure that the designated percent of electricity which you have selected as renewable will be sourced from a generation plant of an Eligible Renewable resource. Eligible Renewable resources are energy resources that either cannot be used up or are quickly replenished through natural processes. In New York, biomass, tidal/ocean, fuel cells, hydro-electric, solar, geothermal, and wind energy resources are all considered eligible renewable resources under the New York Clean Energy Standards. Your purchase of the City Power Renewable Energy Product helps support the development and operation of renewable energy in the region specified in your Product Summary. City Power may take up to Six (6) months

after the end of any calendar year under which this agreement is in effect to address any deficiency that may arise in the renewable content of electricity sold under this agreement in the previous calendar year. **Information on generation energy sources for this product or historical billing data is available upon request.** Note: The list of Eligible Renewable Resources is not intended to be exclusive but is intended to indicate the type of resources that maybe utilized for generation and delivery of energy into the New York electric delivery system. This list is and may be subject to change.

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

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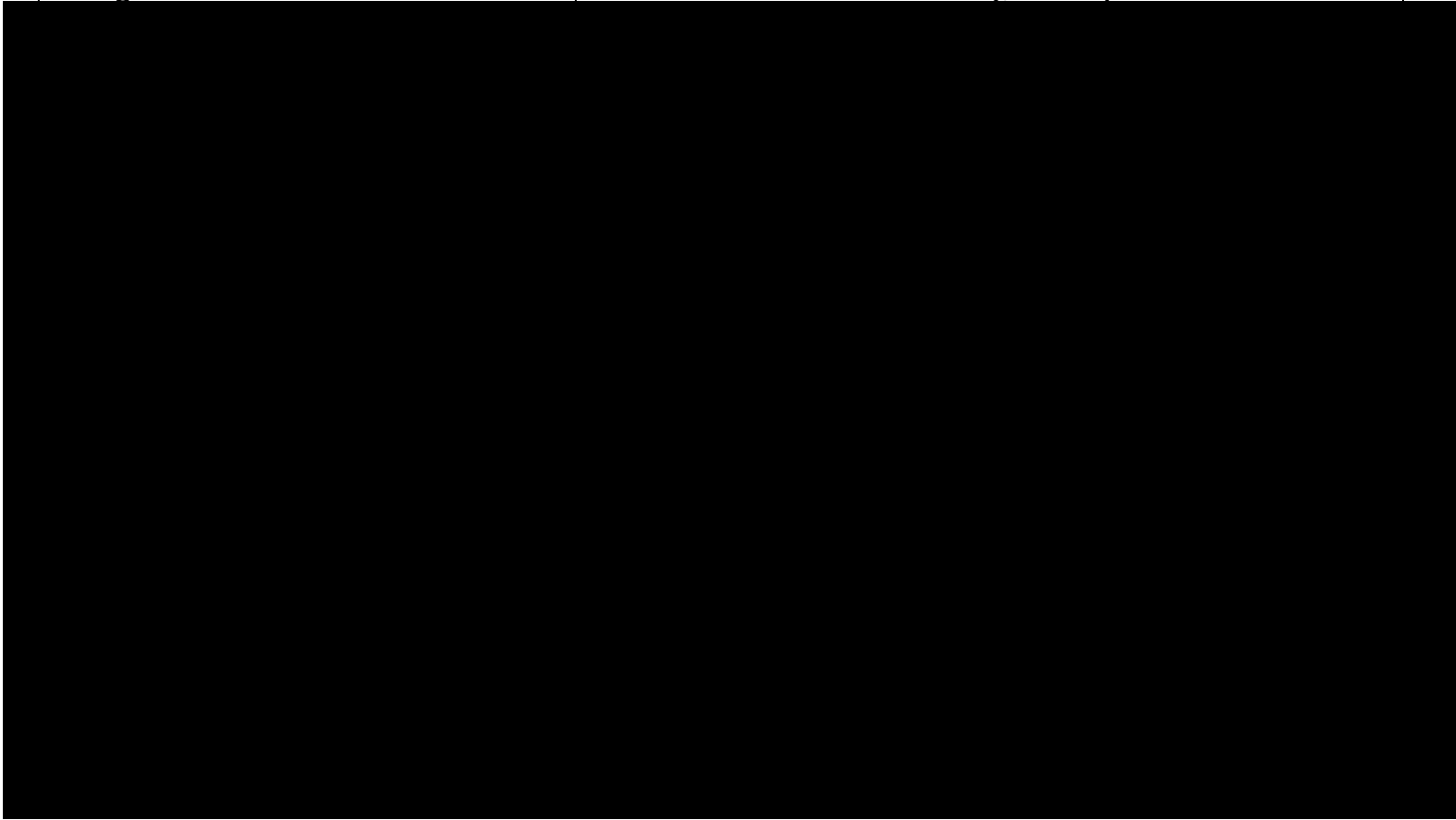


3 Mount Ebo Rd N Suite 554
Brewster, NY 10509

Telephone: (877) 518-9339
Fax: (845) 363-9020
www.citypowerandgas.com

City Power and Gas Natural Gas Sales Agreement – Fixed Rate – New York

Contract Effective Date: Start Date	Date: Current Date
Account Type:	Commercial <input type="checkbox"/> Tax Exempt <input type="checkbox"/> (please provide exempt form) Residential <input checked="" type="checkbox"/> Addendum Attached <input type="checkbox"/>
Account Name:	Customer Name
Contact Name:	
Contact Phone/Email:	PH: Phone E: <u>Email</u>
Utility:	Utility
Utility Account Number:	Account Number
Meter Address:	Address City, State Zip
Billing Address:	Address City, State Zip



This Contract consists of 4 pages. Customer acknowledges that it has read and understands this entire agreement and may rescind this Agreement within 3 business days. Customer agrees to be bound by its terms as of the Effective Date written above.

Agreement to Sell and Purchase Energy. This is an agreement between City Power and Gas, LLC (“ESCO”) and the undersigned customer (“Customer”) under which Customer shall initiate Natural Gas service and begin enrollment with ESCO (the “Agreement”). Subject to the terms and conditions of this Agreement, ESCO agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of Natural Gas, as estimated by ESCO, necessary to meet Customer’s requirements based upon consumption data obtained by ESCO or the delivery schedule of the Local Distribution Utility (the “LDU”). The amount of Natural Gas delivered under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by ESCO or the LDU’s delivery schedule.

TERM - This Agreement shall commence as of the date Customer’s notice regarding the change of Customer’s provider to ESCO is deemed effective by the LDC and shall continue for Term month(s) thereafter (the “Initial Term”). Upon completion of the Initial Term, customer shall receive written notification from ESCO of the renewal terms at least 30 days and no more than 60 days prior to the renewal date, apprising Customer of any proposed changes in the terms and conditions of this Agreement and of the Customer’s right to renew, terminate or renegotiate this Agreement. If you wish to reject the renewal of this Agreement without incurring an early cancellation fee, if any, you will have three (3) business days from the day you receive the first billing statement of your Renewal Term to cancel by calling us at 1-877-518-9339. When receiving service on a month-to-month basis, the Customer may provide written notice of termination or call ESCO at 1-877-518-9339 or call their delivery company to terminate the agreement. ESCO may terminate this Agreement by providing 30 days’ written notice to the Customer.

Pricing, Billing, and Termination. Unless otherwise agreed to in writing, the price for all Natural Gas sold under this Agreement shall be a Fixed Price indicated in the customer’s Sales Agreement, plus, all applicable taxes, fees, charges, costs, expenses and margins. ESCO will invoice Customer monthly for Natural Gas delivered under this Agreement, as measured by the LDU, 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 ESCO or the LDU, or each of the LDU and ESCO 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”). In the event of failure to remit payment when due, ESCO may terminate commodity service and seek suspension of distribution service in conformance with the Home Energy Fair Practices Act (“HEFPA”). Notwithstanding the foregoing, for residential customers, Customer may terminate a Fixed Rate plan at any time; provided that, if Customer terminates after the Rescission Period and before the end of the Term or Renewal Term, the applicable Termination Fee listed in Customer’s Enrollment Documentation will apply for the Service Customer terminates. If Customer is a Commercial and selected a Fixed Rate, unless otherwise stated in Customer’s Enrollment Documentation, Customer’s Termination Fee is equal to the (1) the negative difference between the fixed price set forth in this agreement and the calculation by ESCO of the Fixed Rate at the date of termination multiplied by (2) the estimated volumes for the remainder of the initial term or the Renewal Term, as applicable, using the actual volumes received by the customer for the prior 12 month period as the volumes used in determining damages.. If Customer is a residential customer and selected a Fixed Rate, unless otherwise stated in Customer’s Enrollment Documentation, Customer’s Termination Fee is \$100. Customer understands and agrees that in order for Company to offer and fulfill its fixed rate obligation, it has to purchase natural gas in advance of usage in amounts needed to cover the full term of this Agreement. A \$15.00 fee will be charged for all returned payments.

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

Information Release Authorization. Customer authorizes ESCO to obtain and review information regarding Customer’s credit history from credit reporting agencies and the following information from the LDU: consumption history; billing determinants; utility 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 ESCO 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 ESCO. 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 ESCO or by calling ESCO at 1-877-518-9339. ESCO reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

Consumer Protections. The services provided by ESCO to Customer are governed by the terms and conditions of this Agreement. ESCO will provide at least 15 days' notice prior to the cancellation of service to Customer. Customer may obtain additional information by contacting ESCO at 1-877-518-9339 or the DPS at 1-888-697-7728, 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 www.dps.ny.gov.

Cancellation. Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting ESCO at 1-877-518-9339 or in writing. Customer is liable for all ESCO charges until Customer returns to the LDU 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.

Agency. Customer hereby appoints ESCO as agent for the purposes of (i) acquiring the supplies necessary to meet Customer's Natural Gas needs, and (ii) arranging, contracting for and administering transportation and related services over transmission facilities and those of the LDU needed to deliver Natural Gas to the Customer's premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Title. All Natural Gas sold under this Agreement shall be delivered to a location considered the "Point of Delivery", which shall be at the NY ISO ESCO load bus (located outside of the municipality where Customer resides), and shall constitute the point at which title transfers and the sale occurs. ESCO will indemnify and hold harmless Customer from all taxes, royalties, fees or other charges incurred before title passes with respect to the Natural Gas provided hereunder.

Warranty. This Agreement, including applicable attachments, constitutes the entire Agreement between Customer and ESCO. ESCO makes no representations or warranties other than those expressly set forth in this Agreement, and ESCO expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

Force Majeure. ESCO will make commercially reasonable efforts to provide Natural Gas hereunder but ESCO does not guarantee a continuous supply of Natural Gas to Customer. Certain causes and events out of the control of ESCO ("Force Majeure Events") may result in interruptions in service. ESCO will not be liable for any such interruptions caused by a Force Majeure Event, and ESCO 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 LDU (including, but not limited to, a facility outage on its Natural Gas distribution lines).

Liability. The remedy in any claim or suit by Customer against ESCO will be solely limited to direct actual damages. By entering into this Agreement, Customer waives any right to any other remedy in law or equity. In no event will either ESCO 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.

Contact Information. Customer may contact ESCO's Customer Service Center at 1-877-518-9339, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to ESCO at: City Power and Gas, LLC, 10115 E Bell Rd, Suite 107-405, Scottsdale, AZ 85260.

Dispute Resolution. In the event of a residential billing dispute or a disagreement involving ESCO's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact ESCO 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") by calling 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.ny.gov>. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute.

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.

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 ESCO's net income, shall be paid by Customer, and Customer agrees to indemnify ESCO and hold ESCO harmless from and against any and all such taxes. 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.

Regulatory Changes. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ESCO is prevented, prohibited or frustrated from carrying out the terms of the Agreement, at its sole discretion ESCO shall have the right to cancel this Agreement on 15 days' notice to Customer.

Emergency Service. Emergency Service Contacts. In the event of a gas leak, electric power outage or other emergency, please use the following toll-free numbers to directly contact your utility:

Central Hudson Gas & Electric	1-800-527-2714	Rochester Gas & Electric	1-800-743-1701
Orange & Rockland Electric	1-877-434-4100	Orange & Rockland Gas	1-800-533-5325
National Grid	1-800-892-2345	National Fuel Gas	1-800-444-3130
Consolidated Edison	1-800-752-6633	NYSEG	1-800-572-1131

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

MARKETING STANDARDS QA PLAN

CITY POWER AND GAS, LLC

Marketing Training

and

Quality Assurance Program

September 2019

CITY POWER AND GAS, LLC ("CPG")

Marketing Training and Quality Assurance Program

I. Introduction

The goal of CPG is to empower customers with the ability to make informed choices regarding the energy products and services offered by CPG 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 CPG and its representatives, to be provided relevant and timely information in a clear, comprehensible and lawful manner.

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

The Program will be implemented under the supervision of the CEO and the Director of Sales and Marketing.

II. Training of Employee Representatives

a. Individuals engaged in marketing and promoting City Power and Gas's products and services will undergo a training program that covers the following components:

1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the CPG and the local distribution utility ("LDU").
2. Knowledge of the relevant sections of the New York Uniform Business Practices ("UBP"), with particular emphasis on Sections 10 and Attachments 1-3 of Section 5;
3. Knowledge of other applicable laws, rules and regulations;
4. Information concerning the products and services offered by CPG,

5. agreement terms, and the customers' right to cancel, including the applicability of any early termination fee;
 5. Knowledge of the applicable provisions of the Home Energy Fair Practices Act ("HEFPA") that pertain to residential customers; and
 6. The requirement to provide the customer with a toll-free number from which the customer may obtain information about City Power and Gas's mechanisms for handling billing questions, disputes, and complaints.
 7. The appropriate manner and attitude to be displayed to customers during the solicitation/marketing process.
- b. In addition to the matters noted above, the training will also emphasize the importance of the following standards:
- i. The representative should never make false or misleading representations including misrepresenting rates or savings offered by CPG.
 - ii. The representative should always clearly identify himself and state that he/she is soliciting on behalf of CPG.
 - iii. To the extent that CPG has representatives via door to door marketing, the representative shall provide each prospective residential customer or customer that is marketed to via door to door marketing, with a copy of the ESCO Consumers Bill of Rights, before the marketer makes his or her sales presentation.
 - iv. The representative should never represent that the CPG marketing representative is an employee or representative or acting on behalf of a distribution utility.
 - v. The representative should always cover the subjects listed in the Customer Disclosure Statement.
 - vi. The representative must adhere to the standards applicable to each type of marketing approach.

CPG will emphasize that all independent representatives are obligated to comply with the information and standards provided during the training program and failure to

comply is grounds for immediate decertification whereby that individual is no longer authorized to market and promote CPG products.

The training will consist of interactive online instruction where the requirement of passing a written test with a score of 80% or more is required in order to achieve accreditation.

III. Quality Assurance Program

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

a. **Telemarketing**

- i. CPG will design and review the marketing script to be used for all sales solicitations.
- ii. All telemarketing will comply with applicable Do-Not-Call laws and regulations.
- iii. The solicitation will be designed to comply with the provisions of UBP Section 5, Attachment 1 A-D and Section 10, ESCO Consumer Bill of Rights.
- iv. The representative will be provided with current accurate data concerning the products and services offered by CPG.
- v. CPG will design and review the script used for telemarketing verification. All representatives must perform recordings and/or verifications through third party verification companies hired by CPG. All recordings and TPV will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with CPG or to continue or modify the service they receive from CPG.
- vi. CPG will on a random and regular basis review a meaningful sample of sales recordings and verifications to ensure that the representative is following the standards codified in the Program. In the event problems are discerned, the representative will be informed of any deficiency and further action may be warranted in accordance with the companies

disciplinary policy. CPG will work with the representative to address any identified deficiency.

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

b. Electronic and Internet Marketing

- i. The website solicitation and materials will follow the requirements codified in the UBP and will be designed to confirm the customer's intent to either initiate and enroll supply service with CPG or to continue or modify the service they receive from CPG.
- ii. The ESCO Consumer Bill of Rights should be provided as a non-avoidable screen which residential customer must affirmatively click to verify they have seen the document prior to enrollment.
- iii. The website will incorporate the matters listed in the Customer Disclosure Statement.
- iv. The website will include the latest product offers available from CPG.
- v. The website will incorporate all the requirements and standards set forth in UBP Section 5 Attachment 2 A-E, as amended and Section 10.
- vi. Within 3 business days of final agreement to initiate service, CPG will send an electronic confirmation notice and their Sales Agreement, including Disclosure Statement to the customer at the customer's e-mail address.
- vii. CPG will on a random and regular basis review a meaningful sample of electronic sales to ensure that the website is following the appropriate standards. In the event problems are discerned, they will be corrected in an expeditious manner.

b. Direct Mail Marketing

CPG does not intend to engage in direct mail marketing but to the extent that it does will ensure that it adheres to all regulatory requirements relating to said marketing.

c. External Marketing

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

- i. CPG will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of CPG.
 - ii. CPG will require the vendor to conduct marketing activities consistent with the provisions of the Program.
 - iii. CPG will provide the vendor City Power and Gas's written training materials.
 - iv. CPG will prepare all sales and verification scripts used by the vendor.
 - v. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by CPG.
 - vi. Vendors retained by CPG must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.

IV. Dispute Resolution Process

CPG will maintain an internal process for handling customer complaints and resolving disputes within the Department's response deadline. CPG Customer Care Complaint Policies and Procedures is attached hereto as Attachment 1.

V. Document Retention

City Power and 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.

VI. Modification

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

Attachment 1

CPG Customer Care Complaint Polices & Procedures

What is a Complaint/Escalation?

A complaint/escalation is a concern, question and/or disagreement regarding CPG, related to but not limited to the following: enrollments, billing, marketing, etc. The process below outlines procedures to follow when a complaint/escalation comes into Customer Care which involves CPG.

It is our objective to resolve a complaint during the initial contact; there are times when we are unable to resolve a complaint immediately due to additional research. In the event immediate resolution is not available we must advise the customer of pending action and amount of time it will take to resolve the matter.

Due to the various rules and regulation regarding complaints; it's our position we will track and maintain records of specific complaint types which are in violation of our compliance policy; as outline in our Affirmation Statements

Handling Compliance Complaints/Escalations:

Use the process outlined below to process and escalates specific complaints which are in violation of our compliance policy. The complaints listed below can result in reputational risk and financial losses to our organization. Therefore; it's important we take these types of complaints seriously and report them to our Consumer Affairs Department. Consumer Affairs will investigate the allegations and take the appropriate actions to mitigate the risk.

Examples of Compliance Complaint Types

- Enrollment of Customer without Authorization
- Removal of Customer's Bill
- Removal of Customer's Information; i.e. Statement, Social Security Number from Residence/Business.
- Guaranteed Savings
- Misleading Information
- Violation of Marketing Practices
- Sales Rep identify themselves as local utility and/or misrepresents themselves

Our in-house customer service flowchart is attached as Attachment 1b

TPV SCRIPT

City Power & Gas
TPV Verification Script
(585) 433-3671

Prompt Name	English Prompt	Spanish Prompt
999	Thank you for calling the verification system for City Power and Gas.	
lang	Press 1 for English, 2 for Spanish	
repid	Agent, please enter your Rep ID followed by the # key.	Agente, favor de ingresar su ID de representante seguido por la tecla de número.
btn	Agent, please enter the customer's 10 digit billing telephone number followed by the # key.	Agente, favor de ingresar el número de teléfono de facturación del cliente de 10 dígitos seguido por la tecla de número.
1099	The number you have entered is	El número que ha ingresado es
1098	To continue, press 1. To correct, press 2.	Para continuar, presione 1. Para corregir, presione 2.
plan-type	Press: <ul style="list-style-type: none"> • 1 for D2D • 2 for Telesales 	Presione: <ul style="list-style-type: none"> • 1 para D2D • 2 para telesales
plan-rescom	Press: <ul style="list-style-type: none"> • 1 for Residential • 2 for Commercial • 3 for both 	Presione: <ul style="list-style-type: none"> • 1 para residencial • 2 para comercial • 3 para ambos
plan-gaselec	Agent, please select the commodity. Press: <ul style="list-style-type: none"> • 1 for electric • 2 for gas • 3 for both 	Agente, por favor seleccione la comodidad. Presione: <ul style="list-style-type: none"> • 1 para electricidad • 2 para gas • 3 para ambos

	Prompt Name	English Prompt	Spanish Prompt
If Electric OR Both			
	plan-eutil	Agent, please select the electric utility. Press: <ul style="list-style-type: none"> • 1 for ConEd • 2 for National Grid • 3 for NYSEG • 4 for Orange and Rockland • 5 for RG&E • 6 for Central Hudson 	Agente, por favor seleccione la utilidad de electricidad. Presione: <ul style="list-style-type: none"> • 1 para ConEd • 2 para National Grid • 3 para NYSEG • 4 para Orange and Rockland • 5 para RG&E • 6 para Central Hudson
	plan-etype	Please select the electric rate type. Press: <ul style="list-style-type: none"> • Press 1 for 60 % Green Variable Classic • Press 2 for 60 % Green fixed Classic • Press 3 for 100% Green Variable Premium • Press 4 for 100% Green Fixed Premium 	Favor de seleccionar el tipo de tarifa de electricidad. Presione: <ul style="list-style-type: none"> • Presione 1 for 60% Verde Clásico Variable • Presione 2 for 60% Verde Clásico Fijo • Presione 3 for 100% Verde Prima Variable • Presione 4 for 100% verde Prima Fija
If Gas OR Both			
	plan-gutil	Agent, please select the gas utility. Press: <ul style="list-style-type: none"> • 1 for ConEd • 2 for National Grid • 3 for NYSEG • 4 for Orange and Rockland • 5 for RG&E • 6 for Central Hudson 	Agente, favor de seleccionar la utilidad de gas. Presione: <ul style="list-style-type: none"> • 1 para ConEd • 2 para National Grid • 3 para NYSEG • 4 para Orange and Rockland • 5 para RG&E • 6 para Central Hudson
	plan-gtype	Please select the gas rate type. Press: <ul style="list-style-type: none"> • 1 for Fixed • 2 for Variable 	Por favor seleccione el tipo de tarifa de gas. Presione: <ul style="list-style-type: none"> • 1 para Fijo • 2 para Variable
End "util"			
	AGENT-acctnum	Agent, please state the customer's account numbers and how many accounts are being enrolled.	Agente, por favor indique los números de cuenta del cliente y cuantas cuentas serán inscritas.
If Fixed OR Fixed 90 Days{Will play once if fixed is selected for electric, gas OR both}			
	AGENT-rate	Representative please state the electric and/or gas fixed rate that will be applied to the customer and the term of the agreement.	Representante favor de indicar la tarifa fija de electricidad y/o gas que será aplicada al cliente y el termino del acuerdo.

	Prompt Name	English Prompt	Spanish Prompt
End "AGENT-rate"			
	2000	Please bring the customer on the line now. Representative, please drop off the line.	Por favor traiga el cliente a la línea ahora. Representante, por favor suelte la línea
	SILENCE-3	3 second pause.	3 segundos de pausa.
	record	Do you understand that this conversation is recorded and that oral acceptance of the City Power & Gas's offer is an agreement to initiate service and begin enrollment?	Usted entiende que esta llamada está siendo grabada y la aceptación oral de la oferta de City Power & Gas es un acuerdo para iniciar el servicio y comenzar la inscripción?
	2010	Customer, the next set of questions are for you. This call will be recorded for quality assurance and your protection.	Cliente, el siguiente grupo de preguntas es para usted. Esta llamada será grabada para propósitos de calidad y para su protección.
If "Type" is "D2D"			
	d2d_premises	Has the marketing agent left the premises?	El representante de mercadeo dejó el edificio?
Else if "Type" is "Telesales"			
	telesales_premises	Customer, can you confirm the marketing representative is no longer on the line?	Cliente, puede confirmar que el representante de mercadeo ya no está en la línea?
End "Type"			
End			
1	fullname	Please state your first and last name. <i>(Customer to state first and last name)</i>	Por favor indique su nombre y apellido
	1097	Today's date and time are << <i>System Plays date and time</i> >>	La fecha y hora de hoy son
	assistance	Customer, do you participate in your utility's low-income assistance program?	¿Usted participa en el programa de asistencia de bajos ingresos de su utilidad?
2	authorized	Customer, you are the person authorized to enroll your account in this program, correct? <i>(Must state yes)</i>	Cliente es usted la persona autorizada para inscribir su cuenta en este programa, correcto?

	Prompt Name	English Prompt	Spanish Prompt
3	billname	Customer, please state name or business name as it appears on your bill and your title with the company if applicable. <i>(Must spell Business Name and must state title)</i>	Cliente, por favor indique el nombre o nombre del negocio según aparece en su factura y su título con la compañía si aplica.
4	address	Customer, Please state your Service Address and state your Billing Address if different. <i>(Must state Service Address, must state Billing Address if different than Service Address)</i>	Cliente, por favor indique la dirección de servicio y su dirección de facturación si es diferente.
If Variable OR Both {Will play once if variable is selected for electric, gas OR both}			
5	vrate	<p>You will receive a competitive variable rate every month, savings are not guaranteed. Your service with City Power and Gas will be effective from your next applicable meter reading. You may cancel your agreement with CITY POWER & GAS any time before midnight of the third day after you receive a copy of your written agreement by calling us toll free at: 1-877-518-9339. There are no early termination fees. And After your 12th consecutive billing cycle with us, you will receive 2% cashback off of your total annual spending on the supply portion of your bill for your gas and/or electric supply. This is ONLY applied to the Supply Charge Portion of your bill (Charged by CPG) and excludes taxes, fees and other charges imposed by the Utility. Please refer to the Program's Terms and Condition for further information.</p> <p>Do you agree? <i>(Must state yes)</i></p>	<p>Usted recibirá una tarifa variable competitiva cada mes, los ahorros no están garantizados. Su servicio con City Power & Gas será aplicable en su próxima lectura del medidor. Usted puede cancelar su acuerdo con City Power & Gas en cualquier momento antes de la medianoche del tercer día laborable después de recibir una copia del acuerdo por escrito llamándonos libre de cargo al 1-877-518-9339. No hay cargos por terminación temprana. Y después de su 12º ciclo consecutivo de facturación con nosotros usted recibirá un reembolso del 2% de su gasto anual total en la porción de suministro de su factura para su suministro de gas y / o electricidad. Esto solo se aplica a la porción de suministro de su factura (cobrado por CPG) y excluye los impuestos, tarifas y otros cargos impuestos por la utilidad. Consulte los Términos y Condiciones del Programa para obtener más información. Está de acuerdo?</p>
Else If Fixed OR Both {prompts will play once if fixed is selected for electric, gas OR both}			
	frate1	<p>This is to confirm you are enrolling in a fixed rate program with City Power & Gas, an authorized electricity supplier in the state's Power Your Way Program, after your 12th consecutive billing cycle with us, you will receive 2% cashback off of your total annual spending on the supply portion of your bill for your gas and/or electric supply The terms of your agreement are as follows: <<<i>System Plays Rep Statement of Rate & Term</i>>>.</p>	<p>Esto es para confirmar que se está inscribiendo en un programa de tarifa fija con City Power & Gas, un proveedor de electricidad autorizado en el programa Power Your Way del estado, después de su 12º ciclo consecutivo de facturación con nosotros usted recibirá un reembolso del 2% de su gasto anual total en la porción de suministro de su factura para su suministro de gas y / o electricidad. Los términos de su acuerdo son como sigue:</p>

	Prompt Name	English Prompt	Spanish Prompt
	frate2	<p>The 2% Cash Back only applies to the Supply Charge Portion of your bill (Charged by CPG) and excludes taxes, fees and other charges imposed by the Utility.</p> <p>Please refer to the Program's Terms and Condition for further information. Do you agree?</p>	<p>El reembolso del 2% sólo se aplica a la porción de suministro de su factura (cobrado por CPG) y excluye los impuestos, tarifas y otros cargos impuestos por la utilidad. Consulte los Términos y Condiciones del Programa para obtener más información. Do you agree?</p>
Else if 90-day fixed <i>{prompts will play once if fixed is selected for electric, gas OR both}</i>			
	90_frate1	<p>This is to confirm you are enrolling in a fixed rate program with City Power & Gas, an authorized electricity supplier in the state's Power Your Way Program, after your 12th consecutive billing cycle with us, you will receive 2% cashback off of your total annual spending on the supply portion of your bill for your gas and/or electric supply The terms of your agreement are as follows: <<System Plays Rep Statement of Rate & Term>>.</p>	<p>Esto es para confirmar que se está inscribiendo en un programa de tarifa fija con City Power & Gas, un proveedor de electricidad autorizado en el programa Power Your Way del estado, después de su 12º ciclo consecutivo de facturación con nosotros usted recibirá un reembolso del 2% de su gasto anual total en la porción de suministro de su factura para su suministro de gas y / o electricidad. Los términos de su acuerdo son como sigue:</p>
	90_frate2	<p>The 2% Cash Back only applies to the Supply Charge Portion of your bill (Charged by CPG) and excludes taxes, fees and other charges imposed by the Utility.</p> <p>Please refer to the Program's Terms and Condition for further information. Do you agree?</p>	<p>El reembolso del 2% sólo se aplica a la porción de suministro de su factura (cobrado por CPG) y excluye los impuestos, tarifas y otros cargos impuestos por la utilidad. Consulte los Términos y Condiciones del Programa para obtener más información. Do you agree?</p>
end			
If Fixed and Residential			
5	cancel1	<p>Your service with City Power and Gas will be effective from your next applicable meter reading. You may cancel your agreement with CITY POWER & GAS at any time after you receive a copy of the written agreement by calling us toll-free at 1-877-518-9339, with no early termination fee. Do you understand?</p>	<p>Su servicio con City Power and Gas será efectivo a partir de su próxima lectura de medidor aplicable. Usted puede cancelar su acuerdo con CITY POWER & GAS en cualquier momento después de recibir una copia del acuerdo escrito llamándonos sin cargo al 1-877-518-9339, sin ningún cargo por cancelación anticipada. Lo entiende?</p>

Prompt Name	English Prompt	Spanish Prompt
Else if 90-day fixed		
90_cancel	<p>Your service with City Power and Gas will be effective from your next applicable meter reading. You may cancel your agreement with CITY POWER & GAS any time before midnight of the third business day after you receive a copy of the written agreement by calling us toll free at: 1-877-518-9339. This offer is our 90 day introductory Rate Plan. For the first 90 days your rate will be a fixed rate, after 90 days you will receive a competitive variable rate every month, savings are not guaranteed. If for any reason you are unsatisfied with our services within the first 90 days, give us a call and we will assist you in returning your service back to your local utility. Do you agree?</p>	<p>Su servicio con City Power and Gas será efectivo desde su siguiente lectura de medidor aplicable. Usted puede cancelar su acuerdo con CITY POWER & GAS en cualquier momento antes de la medianoche del tercer día después de recibir una copia del acuerdo por escrito llamando gratis al: 1-877-518-9339. Esta oferta es nuestro plan de tarifas introductorias de 90 días. Durante los primeros 90 días su tasa será una tasa fija, después de 90 días recibirá una tasa variable competitiva cada mes, los ahorros no están garantizados. Si por alguna razón usted no está satisfecho con nuestros servicios dentro de los primeros 90 días, llámenos y le ayudaremos a devolver su servicio a su empresa local. Está de acuerdo?</p>
Else if Fixed Commercial		
com_cancel	<p>Your service with City Power and Gas will be effective from your next applicable meter reading. You may cancel your agreement with CITY POWER & GAS any time before midnight of the third business day after you receive a copy of the written agreement by calling us toll free at: 1-877-518-9339. If you decide to cancel your agreement after this time a customer's Termination Fee will be applied equal to the (1) the negative difference between the fixed price set forth in this agreement and the calculation by ESCO of the Fixed Rate at the date of termination multiplied by (2) the estimated volumes for the remainder of the initial term or the Renewal Term, as applicable, using the actual volumes received by the customer for the prior 12 month period as the volumes used in determining damages. Do you agree?</p>	<p>Su servicio con City Power and Gas será efectivo a partir de su próxima lectura del medidor aplicable. Puede cancelar su acuerdo con CITY POWER & GAS en cualquier momento antes de la medianoche del tercer día hábil posterior a la recepción de una copia del contrato por escrito, llamándonos sin cargo al: 1-877-518-9339. Si decide cancelar su contrato después de este tiempo, se aplicará un Cargo por cancelación del cliente igual a (1) la diferencia negativa entre el precio fijo establecido en este acuerdo y el cálculo por ESCO de la Tasa fija en la fecha de terminación multiplicada por (2) los volúmenes estimados para el resto del plazo inicial o el Plazo de Renovación, según corresponda, utilizando los volúmenes reales recibidos por el cliente para el período anterior de 12 meses como los volúmenes utilizados para determinar los daños. ¿Estás de acuerdo?</p>
Else if Fixed and Both Residential and Commercial		

	Prompt Name	English Prompt	Spanish Prompt
	rescom_cancel1	Your service with City Power and Gas will be effective from your next applicable meter reading. You may cancel your agreement with CITY POWER & GAS at any time after you receive a copy of the written agreement by calling us toll-free at 1-877-518-9339, with no early termination fee. Do you understand?	Su servicio con City Power and Gas será efectivo a partir de su próxima lectura de medidor aplicable. Usted puede cancelar su acuerdo con CITY POWER & GAS en cualquier momento después de recibir una copia del acuerdo escrito llamándonos sin cargo al 1-877-518-9339, sin ningún cargo por cancelación anticipada. Lo entiende?
	rescom_cancel2	If you decide to cancel your commercial agreement after this time a Customer's Termination Fee will be applied equal to the (1) the negative difference between the fixed price set forth in this agreement and the calculation by ESCO of the Fixed Rate at the date of termination multiplied by (2) the estimated volumes for the remainder of the initial term or the Renewal Term, as applicable, using the actual volumes received by the customer for the prior 12 month period as the volumes used in determining damages. Do you agree?	Si decide cancelar su acuerdo comercial después de este tiempo, se aplicará un Cargo por cancelación del Cliente igual a (1) la diferencia negativa entre el precio fijo establecido en este acuerdo y el cálculo por ESCO de la Tarifa Fija en la fecha de terminación multiplicado por (2) los volúmenes estimados para el resto del plazo inicial o el Plazo de Renovación, según corresponda, utilizando los volúmenes reales recibidos por el cliente para el período anterior de 12 meses como los volúmenes utilizados para determinar los daños. ¿Estás de acuerdo?
End "rate"			
	2040_60 Disclosure for Classic Green - 60% Renewable Energy (Fixed or Variable)	The City Power and Gas Green Energy Product exceeds the NY State minimum renewable standard (which is 2.84%) by 57.16%. In addition, this energy is certified as being produced for delivery within the NY state electric delivery system as specified by the NY Independent System Operator and pursuant to the Clean Energy Standards of the State of NY.	El producto de energía verde de City Power and Gas supera el estándar mínimo renovable del estado de Nueva York (que es 2.84%) por 57.16%. Además, esta energía es certificada mientras esta siendo producida para ser entregada dentro del sistema de suministro eléctrico del estado de Nueva York según lo especificado por el Operador del sistema independiente de Nueva York y en conformidad con las Normas de energía limpia del Estado de Nueva York.

	Prompt Name	English Prompt	Spanish Prompt
	2040_100 Disclosure for Premium Green - 100% Renewable Energy (Fixed or Variable)	The City Power and Gas Green Energy Product exceeds the state minimum renewable standard (which is 2.84%) by 97.16%. Of which, a minimum of 60% is certified as being produced for delivery within the New York State electric delivery system as specified by the NY Independent System Operator and pursuant to the Clean Energy Standards of the State of NY. The remaining amount of the energy provided by City Power and Gas under this agreement will be procured from Renewable sources outside of the New York System operating territory.	El producto de energía verde de City Power and Gas supera el estándar mínimo renovable del estado de Nueva York (que es 2.84%) por 97.16%. De los cuales, un mínimo del 60% es certificada mientras esta siendo producida para ser entregada dentro del sistema de suministro eléctrico del estado de Nueva York según lo especificado por el Operador del sistema independiente de Nueva York y en conformidad con las Normas de energía limpia del Estado de Nueva York.. La cantidad restante de la energía provista por City Power and Gas bajo este acuerdo se obtendrá de fuentes renovables fuera del territorio operativo del Sistema de Nueva York.
	not_utility	You are enrolling with City Power and Gas, an authorized electricity and natural gas supplier in the state's Energy Choice Program. Do you understand that the marketing representative represents City Power & Gas and that City Power & Gas is not the distribution utility?	Usted se esta inscribiendo con City Power & Gas, un suplidor autorizado de electricidad y gas natural en el Programa de Eleccion de Energia del estado. ¿Usted entiende que el representante de marketing representa a City Power & Gas y que City Power & Gas no es la empresa de distribución?
	one_bill1	You will continue to receive one single bill from <<System Plays Utility/Utilities>>	Usted continuara recibiendo una sola tarifa de
6	one_bill2	just like you always have, the only difference is CITY POWER & GAS will be supplying the energy to the utility. Once you're enrolled you will see the name CITY POWER & GAS listed on your bill as a supplier. <<System Plays Utility/Utilities>>	Tal como siempre lo ha hecho, la única diferencia es que City Power & Gas le estará proveyendo a la utilidad. Una vez que se haya inscrito vera el nombre de City Power & Gas enumerado en la factura como su proveedor.
	one_bill3	will still read your meter and provide your emergency customer service just like they always have. CITY POWER & GAS may need to contact your utility to obtain energy consumption and other information about your gas and/or electric service. Do you authorize CITY POWER & GAS to obtain this information from your utility starting today and for as long as you are a CITY POWER & GAS customer? You have the right to rescind this authorization at any time. Please say "YES" to authorize. (CUSTOMER MUST SAY YES OR GIVE OTHER AFFIRMATIVE ANSWER)	Aun leera su medidor y proveerá su servicio al cliente de emergencia tal como siempre lo ha hecho. City Power & Gas necesitaría contactar a su utilidad para obtener el consumo de energía y otra información sobre su servicio de gas y/o electricidad. Autoriza a City Power & Gas para obtener esta información de su utilidad comenzando el dia de hoy y por el tiempo en que usted sea cliente de City Power & Gas? Usted tiene el derecho de rescindir esta autorización en cualquier momento. Por favor diga SI para autorizar.

	Prompt Name	English Prompt	Spanish Prompt
	2020_1	You will receive a welcome pack from <<System Plays Utility/Utilities>>	Usted recibirá un paquete de bienvenida de
	2020_2	and a complete copy of your sales agreement containing all terms and conditions of service and a copy of the ESCO Consumers Bill of Rights in the mail within the next few days.	Y una copia completa de su acuerdo de ventas que contiene todos los términos y condiciones de servicio y una copia de la carta de derechos del consumidor ESCO en el correo dentro de los próximos días.
	bill_of_rights	Did the ESCO Marketing Agent offer to mail you a copy of the ESCO Consumer Bill of Rights or tell you how to find the ESCO Consumer Bill of Rights online? Customer please state yes or no.	¿El Agente de Marketing de ESCO se ofreció a enviarle una copia de la Declaración de Derechos del Consumidor de ESCO o le dijo cómo encontrar la Declaración de Derechos del Consumidor de ESCO en línea? Cliente, por favor diga si o no.
7	email	Customer, City Power and Gas can send your welcome letter, updates and other information. Your email address will only be used by City Power and Gas and will not be used for any other purpose. Customer please state your email address.	City Power & Gas puede enviar una carta de bienvenida, actualizaciones y otra información. Su dirección de correo electrónico solo será utilizada por City Power & Gas y no será utilizada para ningún otro propósito. Cliente por favor indique su dirección de correo electrónico.
	2030	Thank You. Your verification is now complete.	Gracias. Su verificación está completa.
	1091	Your confirmation number is.....	Su número de confirmación es...
	1092	To repeat, press *. To exit the system, press #.	Para repetir, presione *. Para salir del sistema, presione #.
Utilities			
	CONED_utility	Con Edison	Con Edison
	NGRID_utility	National Grid	National Grid
	NYSEG_utility	NYSEG	NYSEG
	OR_utility	Orange and Rockland	Orange and Rockland
	RGE_utility	RG&E	RG&E
	CHUD_utility	Central Hudson	Central Hudson

SAMPLE NOTICES



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

NOTICE OF ASSIGNMENT

Customer Name: [CUSTOMER NAME]

For Supply Service at: [CUSTOMER ADDRESS]

Customer Account Number: [XXXXXXX]

Dear [CUSTOMER NAME]:

PLEASE TAKE NOTICE that, on [EFFECTIVE DATE], City Power & Gas, LLC 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 City Power & Gas, LLC as a result of this assignment.

If you have any questions about this notification, contact City Power & Gas, LLC at (877) 518-9339.

Sincerely,

Michael Mitchell
President

CC: [DISTRIBUTION UTILITY]



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

NOTICE OF DISCONTINUANCE

Customer Name: [CUSTOMER NAME]

For Supply Service at: [CUSTOMER ADDRESS]

Customer Account Number: [XXXXXXX]

Dear [CUSTOMER NAME]:

This letter is to inform you that effective [DATE -15 calendar days' notice], City Power & Gas, LLC will no longer be providing electricity and/or natural gas commodity supply in your area. Your Agreement ("Agreement") with City 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 provide 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 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 City Power & Gas, LLC at (877) 518-9339.

Sincerely,

Michael Mitchell
President

CC: [DISTRIBUTION UTILITY]



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

NOTICE OF TRANSFER of 5,000 or MORE CUSTOMERS

Customer Name: [CUSTOMER NAME]

For Supply Service at: [CUSTOMER ADDRESS]

Customer Account Number: [XXXXXXX]

Dear [CUSTOMER NAME]:

Notice is hereby provided that pursuant to the Sales Agreement (“Agreement”) between [CUSTOMER NAME] and City Power & Gas, LLC, all of City Power & Gas, LLC ’s rights, interests and obligations under said Agreement have been assigned and transferred to [NAME, ADDRESS, EMAIL ADDRESS, AND TELEPHONE NUMBER OF ASSIGNEE ESCO] . This assignment will be effective as of [DATE – 60 calendar days’ notice].

If you have any questions about this notification, contact City Power & Gas, LLC at (877) 518-9339.

Sincerely,

Michael Mitchell
President

CC: [DISTRIBUTION UTILITY]

SAMPLE BILLING FORMAT

City Power and Gas, LLC
261 S. Main St. Suite 329
Newtown, CT 06470
customerservice@citypowerandgas.com
For outage or emergencies call: (877) 518-9339

Customer: **SAMPLE CUST** Billing
Account #: 33-33333333-3
Invoice #: 01234567


Summary as of Aug 1, 2019:
(account information starts on next page)

Previous Amount Due:	\$0.00
Total Payments Received:	\$0.00
Balance Forward:	\$0.00
Current Charges:	\$70.16
Amount Due Sept 1, 2016:	\$70.16

Thank you for allowing City Power and Gas, LLC to service your energy needs. We appreciate your business.

If you have questions related to this invoice please contact our customer service specialists at 1-(877) 518-9339 or customerservice@citypowerandgas.com.

City Power and Gas, LLC
261 S. Main St. Suite 329
Newtown, CT 06470

Invoice #:	01234567
Billing Account #:	33-33333333-3
Date Mailed:	Aug 1, 2019
Date Due:	Sept 1, 2019
TOTAL AMOUNT DUE:	\$16.16
If paid after 09/01/19, add late charge	\$1.50
of: After 09/01/19, Pay:	\$17.66
TOTAL AMOUNT ENCLOSED:	\$ 

SAMPLE CUSTOMER
123 Wall Street Apt 1
New York, NY 10011

Remit Payment To
City Power and Gas, LLC
10115 E Bell Rd, Suite 107-405
Scottsdale, AZ 85260

**ACCOUNT
INFORMATION**

Account #: **33-33333333-3**

LDC #: **000000000**

Service Address:
123 Wall Street Apt 1
New York, NY 10011

USAGE DETAILS

Service Period	Meter #	Unit	Previous Meter Read	Current Meter Read	Mult.	Quantity
07/01/16 - 08/01/16	9876543-21	kWh	11234	11834		600

CHARGE DETAILS

Date	Charge Description	Amount	Total
08/01/16	KWH - (600 x \$0.09)	\$54.00	

Current Charges \$54.00

**CUSTOMER INFO
AUTHORIZATION FORM**

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

Customer Authorization Process.

The distribution utility or MDSP shall provide information about a specific customer requested by Buyer. City Power and Gas, LLC authorized by the customer to receive the information.

1. CITY POWER AND GAS, LLC shall obtain customer authorization to request information, in accordance with the procedures in UBP Section 5, Changes in Service Providers, Attachments 1, 2, and 3. CITY POWER AND GAS, LLC 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 CITY POWER AND GAS, LLC obtained proper customer authorization if CITY POWER AND GAS, LLC is eligible to provide service and submits a valid information request.
3. CITY POWER AND GAS, LLC shall retain, for a minimum of two years, verifiable proof of authorization for each customer. Verification records shall be provided by CITY POWER AND GAS, LLC, upon request of the DPS staff, within five calendar days after a request is made. Locations for storage of the records shall be at the discretion of CITY POWER AND GAS, LLC.
4. Upon request of a customer, a distribution utility and/or MDSP shall block access CITY POWER AND GAS, LLC to information about the customer.
5. CITY POWER AND GAS, LLC shall comply with statutory and regulatory requirements pertaining to applicable state and federal do-no-call registries.

Customer Information Provided to CITY POWER AND GAS, LLC¹

1. Release of Information. A distribution utility and a MDSP shall use the following practices for transferring customer information to CITY POWER AND GAS, LLC .

a. A distribution utility shall provide the information in the Billing Determinant Information Set upon acceptance of CITY POWER AND GAS, LLC 's enrollment request and the information in the Customer Contact Information Set and the Credit Information Set, upon CITY POWER AND GAS, LLC 's request.

b. The distribution utility or MDSP shall respond within two business days to valid requests for information as established in EDI transaction standards and within five business

¹ Upon enrollment of a customer, CITY POWER AND GAS, LLC 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 CITY POWER AND GAS, LLC issuing consolidated bills is entitled to receive billing information, in accordance with UBP Section 9, Billing and Payment Processing.

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 CITY POWER AND GAS, LLC 's request, consumption history for the customer's electric account. Consumption history³ for an electric account shall include:

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

3. Billing Determinant Information Set. Upon acceptance of CITY POWER AND GAS, LLC 's enrollment request, a distribution utility shall provide the following billing information for an electric account, as applicable:

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

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 CITY POWER AND GAS, LLC's electronic or written affirmation that the customer provided authorization for release of the information to CITY POWER AND GAS, LLC. Credit

information shall include number of times a late payment charge was assessed and incidents of service disconnection.

Direct Customer Information

A Direct Customer shall receive usage data and any subsequent changes, corrections and adjustments to previously supplied data, and estimated consumption for a period, at the same time that the distribution utility validates them for use. The distribution utility or MDSP shall make available, upon request, to an electric Direct Customer, a class load profile for its service class.

Charges for Customer Information

No distribution utility or MDSP shall impose charges upon CITY POWER AND GAS, LLC or Direct Customers for provision of the information described in this Section. The distribution utility may impose an incremental cost based fee, authorized in tariffs for CITY POWER AND GAS, LLC '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.

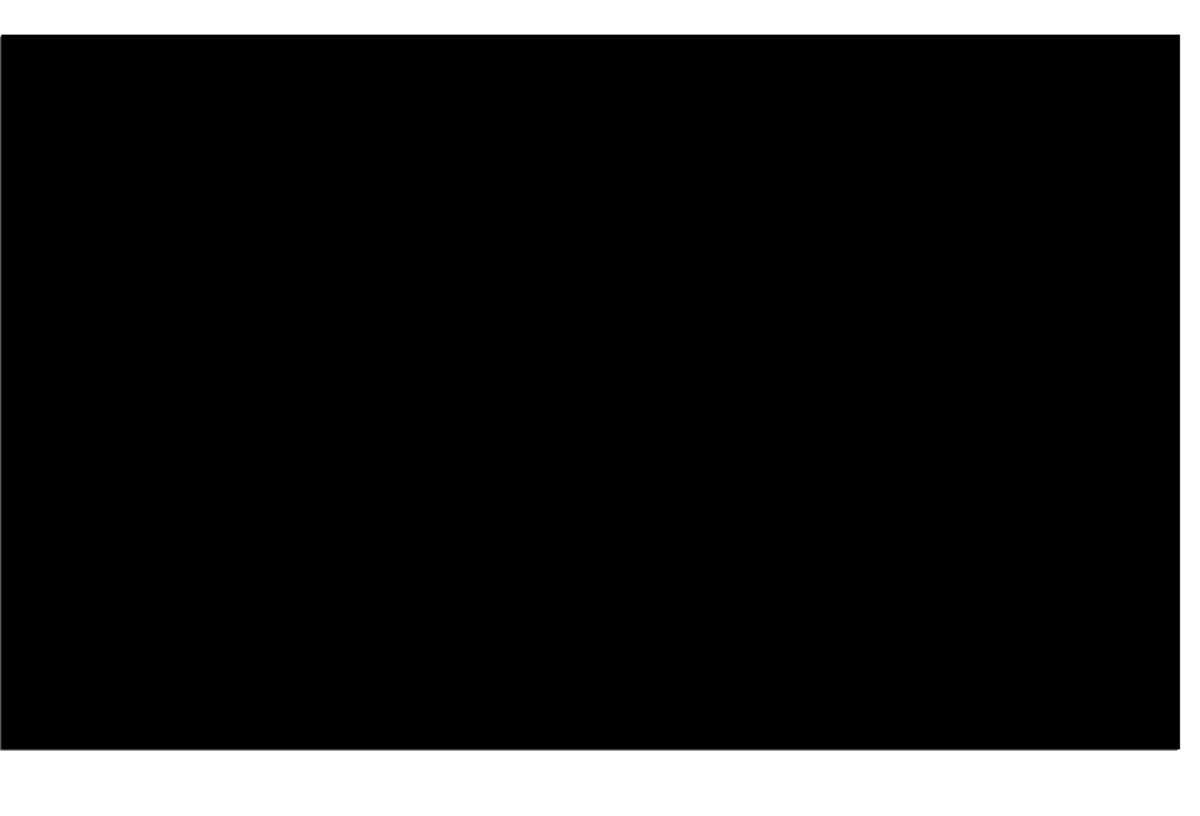
Unauthorized Information Release

CITY POWER AND GAS, LLC , 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, CITY POWER AND GAS, LLC shall, prior to authorization, describe to the customer the information it intends to release and the recipient of the information.

⁴ 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.

⁵ 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.

PROMOTIONAL MATERIALS



1 Digital gift cards will be issued within 2-4 weeks after successful enrollment in City Power and Gas residential electricity plan with your Local Electric Utility. City Power and Gas may modify or discontinue this program at any time without notice and this program cannot be combined with other reward programs or special offers (unless otherwise stated by the company).

2 Green energy plans are supported 100% by Renewable Energy Certificates (RECs) that are purchased and retired in an amount sufficient to match your annual consumption. RECs are a tradeable, non-tangible energy commodity in the United States that represents proof that 1 megawatt-hour (MWh) of electricity was generated from an eligible renewable energy source.

3 As a City Power & Gas customer, you may receive access to "City Power & Gas Rewards". City Power & Gas Rewards is an online reward program, which is both free and voluntary. Full program terms and conditions provided in customer agreement which will be received upon enrollment.

4 Qualified customers receive a rebate check after 12 months of consecutive service. Rebate check to be issued within 90 days of their 12-month anniversary of continuous service based on 2% of total supply charges for those 12

City Power and Gas

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Option:

[Redacted]

Please do not reply to this email. This was sent from an outgoing-only address that is unable to receive incoming email.

City Power and Gas LLC, 3 Mount Ebo Road North, Suite 554, Brewster, NY 10509

¹ As a City Power & Gas customer, you may receive access to "City Power & Gas Rewards". City Power & Gas Rewards is an online reward program, which is both free and voluntary. Full program terms and conditions provided in customer agreement which will be received upon enrollment.

² Qualifying customers will receive a rebate check after 12 months of consecutive service with City Power and Gas. Rebate checks will be issued within 90 days after their 12-month anniversary of continuous service. Full program terms and conditions provided in customer agreement, which will be received upon confirmed enrollment from your utility.

HEFPA DOCUMENTS



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

November 12, 2020

Residential Payment Agreement

Customer Name: _____

Address: _____

Account# _____

The total Amount owed to City Power and Gas, LLC for this account as of MM/DD/YYYY is **\$XX.XX**.

City Power and Gas, LLC 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, **City Power and Gas, LLC** may terminate service. If you do not sign this agreement or pay the total amount due of **\$XX.XX** by **MM/DD/YYYY**, City Power and Gas, LLC 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 City Power and Gas, LLC at 1-877-518-9339.**

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 City Power and Gas, LLC. If you and City Power and Gas, LLC 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.

Regards,

**Kerwyn Clouden
Credit and Collections**



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

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

When you have completed this form please send to the address above or email to customerservice@citypowerandgas.com

Regards,

Kerwyn Clouden
Credit and Collections



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

BUDGET BILLING PLAN

Customer Name: _____

Address: _____

Account#: _____

Under this Plan, City Power and Gas, LLC 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. City Power and Gas, LLC reserves the right to recalculate such monthly payment to reflect either (a) an increase in consumption beyond 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, City Power and Gas, LLC 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 City Power and Gas, LLC 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 City Power and Gas, LLC by MM/DD/YYYY to the address above or email to customerservice@citypowerandgas.com

Sincerely,

Kerwyn Clouden
Member



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

November 12, 2020

QUARTERLY BILLING PLAN

Customer Name: _____

Premise Address: _____

Account Number: _____

Under this plan, City Power and Gas, LLC 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 signed copy to City Power and Gas, LLC by MM/DD/YYYY to the address above or email to customerservice@citypowerandgas.com .

Regards,

**Kerwyn Clouden
Credit and Collections**



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

November 12, 2020

Past Due Reminder Notice

CUSTOMER NAME: _____

PREMISE ADDRESS: _____

ACCOUNT NUMBER: _____

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

If you are unable to make payment under the terms of the Residential Deferred Payment Agreement because your financial circumstances have changed significantly due to events beyond your control, you should immediately contact us at (877) 518-9339 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 City Power and Gas, LLC for this account as of MM/DD/YYYY is: \$XX.XX.

Please remit payment immediately to:

**City Power and Gas, LLC
261 South Main Street, Suite 329
Newtown CT 06470**

Regards,

Kerwyn Clouden
Credit and Collections



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

November 12, 2020

**NOTIFICATION TO SOCIAL SERVICES OF CUSTOMERS
INABILITY TO PAY**

261 South Main Street, Suite 329

Newtown CT 06470

(877) 518-9339

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. Regards

Regards,

Kerwyn Clouden
Credit and Collections



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

November 12, 2020

FINAL TERMINATION NOTICE

Customer Name: _____
Address: _____
Account# _____

Dear (customer name):

By letter dated MM/DD/YY, City Power and Gas, LLC notified you that your failure to remit the past due amount of \$XX.XX by MM/DD/YY would result in City Power and Gas, LLC 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 write to us at the address above or call our Customer Service department at (877) 518-9339, 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 (877) 518-9339. If you or anyone in your household meets any of the following conditions please contact us: medical emergency; elderly, blind or disabled.

Regards

Kerwyn Clouden
Credit and Collections



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

November 12, 2020

FINAL SUSPENSION NOTICE

Customer Name: _____

Address: _____

Account# _____

Dear (customer name):

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

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

Public Service Law requires that, in order to end suspension, customers pay either the total amount due to CITY POWER and GAS, LLC 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 CITY POWER AND GAS, LLC SERVICE EVEN IF YOUR Local Distribution Company SERVICE IS CURRENT.

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

Regards

Kerwyn Clouden
Credit and Collections

ANTI SLAMMING AND CRAMMING



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

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

1. All marketing representatives will be required to:
 - a. Clearly identify that they are marketing on behalf of City, and explain that they do not represent the customer’s distribution utility.
 - b. Explain the purpose of the solicitation – to sell natural gas commodity.
 - c. Identify that the individual being solicited is authorized to purchase natural gas 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. City will design and monitor marketing scripts and review telemarketing calls to maintain service quality.
3. To prevent cramming, City 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. City will implement and follow the provisions of its Marketing Training and Quality Assurance program.
5. City marketing representatives will display the appropriate Photo Identification Badge.

Walk them thru t
contract, give them
fax number or reg
address to send it b

Return c
apologize
explain e

Try to sell f
them and re
variable
minimu

Make prope
in Enermark
your dai

LIST OF MARKETING PARTNERS



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

November 7, 2020

State of New York
Department of State
One Commerce Plaza
99 Washington Ave
Albany, New York 12231

[REDACTED]

[REDACTED]

[REDACTED]

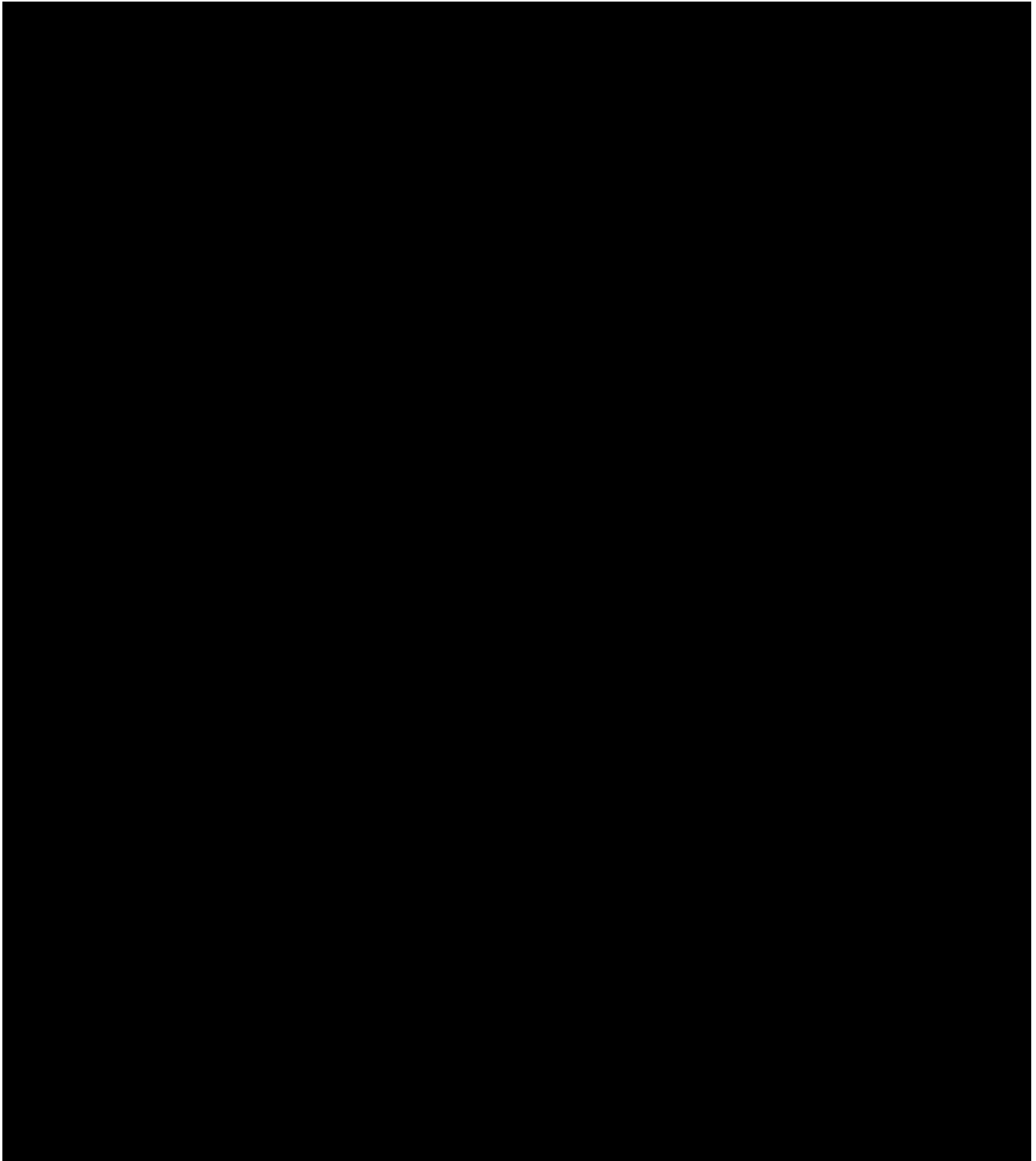
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Member



ENVIRONMENTAL ATTESTATION




261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

[Redacted]



[Redacted]

Managing Member, CEO

[Redacted]

Date

**NYS DPS OFFICE OF
CONSUMER SERVICES
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 10/28/2019

Company Name City Power & Gas, LLC

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

President Michael D. Mitchell
Mailing Address 261 South Main St St 329
Newtown CT 06470
Email Address mmitchell@citypowerandgas.com
Phone Number 203.912.8154 Fax Number 845.363.9020

Vice President / Director of Customer Service Kerwyn Clouden
Mailing Address 261 S. Main ST Suite 329
Newtown CT 06470
Email Address kclouden@citypowerandgas.com
Phone Number 877-518-9339 Fax Num 845.363.9020

Primary Regulatory Complaint Manager Sylvia Rosado
Mailing Address 261 South Main ST Suite 329
Newtown, Ct 06470
Email Address srosado@citypowerandgas.com
Phone Number 877-518-9339 Fax Num 845.363.9020

Secondary Regulatory Complaint Manager John Cooper
Mailing Address 261 South Main St Suite 329
Newtown, CT 06470
Email Address jcooper@citypowerandgas.com
Phone Number 877-518-9339 Fax Number 845.363.9020

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: regulatory@citypowerandgas.com Fax: 845.363.9020

EDI PHASE I FORM

STATEMENT OF READINESS

In accordance with New York State Public Service Commission order to implement EDI to support Customer Retail Access, City Power and Gas, LLC ("ESCO or Marketer") is ready to commence Phase III transaction testing in accordance with O&R's Phase III EDI Testing Approach.

During Phase III, ESCO transaction set testing will be based on the billing option(s) that the ESCO is currently approved for.

(ESCO)

By: _____ (sign)
Name: Michael Mitchell (print)
Title: Managing Partner (print)
Date: November 20, 2019 (print)

Please provide the additional required information below:

EDI Contact Information:

Contact Name: Kerwyn Clouden
Telephone: 347-578-5821
E-Mail Address: kclouden@citypowerandgas.com

EDI Vendor Information:

Vendor Name: EC Infosystems
Contact: Alla Guttsait
Telephone: 516-84-8012
E-Mail Address: aguttsait@ecinfosystems.com



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

Disclosure of Data Breach History

We are happy to report that City Power and Gas, LLC. has not had a single data breach occurrence in its history. Nevertheless, to continue maintaining our customer data secure, we have implemented the Information Security Policy outlined in this submittal.

A handwritten signature in black ink, appearing to read "Michael Mitchell", is written over a horizontal line.

Michael Mitchell

Managing Member, CEO

November 07, 2020

Date

Information Security Policies

On behalf of City Power and Gas, Inc.

Policies for Desktop and Laptop Computers:

- All desktop and laptop computers shall be joined to Azure AD domain.
 - This is a precursor for Intune; it is not necessary to install Intune, but it's necessary for some of the policies that Intune supports.
 - This is a precursor for implementing multi-factor authentication on desktops and laptops as a component of the logon procedure.
- All desktop and laptop computers shall have a subscription to Windows 10 Enterprise
 - This is a prerequisite for turning on Device Guard and Credential Guard
 - Device Guard prevents machines from running code that is not trusted (protects against malware).
 - Credential Guard isolates credentials so only privileged system software can access them (protects against credentials being pulled off a machine with, for example, a keylogger).
- All desktop and laptop computers shall have Windows Defender antivirus or other antivirus running.
- All desktop and laptop computers shall be enrolled in Intune.
 - Allows IT and/or management to push policies from a centralized location that can be documented.
 - Allows IT and/or management to monitor the frequency of automatic Windows updates and block specific updates if needed.
 - Stores Bitlocker encryption keys
- Bitlocker encryption shall be required on all laptops and desktop hard drives.
 - Encrypts data on hard drives to protect from theft and unauthorized access.
- The following policies shall be pushed through Intune:
 - Automatic screensaver blocks view of screen after x minutes of idle time (x to be defined by client based on business needs.)
 - Automatic lockout, requiring entering password, kicks in after y minutes of idle time (y to be defined by client, but should be greater than x.)
 - Prohibit transferring data to removable drives unless they are encrypted.
 - Monitor Windows Update and ensure that it runs on a regular schedule, which is defined at least partially by Microsoft, and that any necessary security patches are installed as soon as possible.
 - Optional: We could implement multi-factor authentication directly on desktops and laptops, which would prevent the user from logging in without MFA.

Policies for Mobile Phones:

- Mobile smartphones that are used to access email and files for City Power and Gas shall be enrolled in Intune. Intune allows the enforcement of policies, the encryption of data, and remote wiping a stolen phone.

- Most CPG phones are iPhones. Apple has raised a roadblock for any user of Microsoft Intune who's using an iPhone; iPhones can only be added to Intune if they have been assigned a "managed Apple ID" linked to the business. The creation of a managed Apple ID can only be performed by a business that Apple defines as an "Apple Business". There is a short online form that can be filled out, and Apple promises that within five business days they will assign the business as an Apple Business, allowing the company to create Apple IDs.
- This issue does not affect Android phones.
- Mobile smartphones shall be encrypted to protect any data kept on their memory card or internal memory.
 - A "personal" phone, owned by the employee and used by them to access CPG data, such as email or OneDrive: Only CPG data is encrypted.
 - A "corporate" phone, owned by the company: All data is encrypted.

Policies for Email:

- Email shall be locked down to managed devices only.
 - Only devices that are enrolled in Intune will be able to access email.
 - This applies to SharePoint, Teams, OneDrive, etc, as well.
- DKIM (Domain Keys Identified Mail) shall be configured.
 - DKIM ensures that no one can spoof the domain it is configured on. It protects the company from internal spoofing (malicious emails that appear to come from a co-worker) and those that the company has legitimate dealings with (malicious emails sent to them appearing to come from your company.)
- Safe Attachments/Safe Links shall be configured.
 - Safe Attachments and Safe Links are a technology Microsoft implements to protect users from malicious attachments and links that lead to malicious sites. With this configured, Microsoft opens attachments and links in a safe virtual machine before letting the email reach the user, and if the attachment or link proves to be malware, it's removed, but the email itself is allowed to go through.
- Spam protection shall be increased and quarantine rules shall be created.
 - Microsoft's algorithms for determining what is likely to be spam are a black box – for obvious reasons they do not publish the algorithms – but levels of spam protection are assigned arbitrarily to 1-9, where 1 is highest (blocks all bulk email as spam) and 9 is lowest. The default is 7; we have increased the level of protection to 5.
- Rules for encryption of specific emails shall be created.
 - These rules are designed to encrypt emails based on words in the header. It is also possible to ad-hoc encrypt emails within Outlook.
 - The rule that has been created encrypts the email if the subject line includes these words: 'Encrypted Email' or 'Encrypted E-mail' or 'Encrypted Mail' or 'Secure Email' or 'Secure E-mail' or 'Secure Mail'
- Optionally, protection for specific types of data may be created, based on the types of data used in the business

- Examples of such data include credit card numbers, social security numbers, birthdates, and so forth. If the company reports that there are specific types of data that they're required to track, or prevent from unauthorized transmission, this can be applied to that type of data.

Policies in Office 365, not specific to email:

- Specific administrator accounts shall be created for those who need them, with less than global admin unless that is required.
 - NIST audit and accountability rules prefer that anyone with access to an administrative function should have their own access, to make sure the identities of any actors can be tracked; Microsoft's recommended security policies are to give any user the least amount of privileges required to do their job.
 - While a "global administrator" account has access to all or almost all privileges, there are multiple levels of privilege that can be assigned, to control access to various functions.
 - All activities undertaken by an administrator are logged.
- Multi-factor authentication shall be implemented for anyone connecting to Microsoft 365 functions.
 - This includes email, Teams, SharePoint, OneDrive, and the use of desktop programs.
- Access policies shall be configured that send an alert for unusual behavior (such as logging in from a location that the user cannot possibly have physically reached since they were last observed logging in.)
 - An important question to answer: who should receive these alerts?
- Optional: We may create an auditor's login that has read-only access to everything.
 - Many NIST requirements state that there should be documentation available for settings, but Microsoft 365 settings are dynamic, often involve drilling down on a web page, and are not easy to document. Screenshots can be helpful, but it's not generally plausible to screenshot all the settings frequently enough to ensure that the documentation is always up to date.
 - To resolve this issue, creating a read-only login that can be given to auditors to allow them to directly review the settings might be helpful.
- Optional: We are able to set up a screen that appears on login and identifies that you are logging into the company, with logo and possibly with a message created by company management, that may advise users that they may encounter confidential information, warns them that the company owns the data they are working with, or other such messages.

Policies Regarding Reporting

- Audit logging shall be implemented.
 - There are many activities that are being logged to the audit record, which goes back for three months. Documentation shall be provided as to what those activities are.
 - It is important to determine which activities should be included in regular reporting, and which should trigger alerts, because there is far more data than any human can review. The specifics need to be selected for the data to be meaningful.
 - Likewise the timing needs to be determined, based on the business needs.

- Standardized Microsoft 365 reporting shall be documented, and the team of security consultants, compliance consultants, IT professionals and company management shall identify which specific reports should be run regularly and when, and which ones should be attached to an alert.
 - Too many alerts and too many reports to review make it impossible to actually identify potential threats, so it's important to identify the reports that need to be regularly reviewed, and how often, and what conditions should trigger an alert.
- Third party SIEM reports shall be reviewed and proposed for implementation, to cover areas that Microsoft's standard reports and alerts do not.

Policies Regarding Documentation

- Most NIST requirements must not only be met, but documented. To meet this requirement, a mail-enabled Team shall be created for retained alerts and security documentation, accessible to whoever should need access (generally, this would be the team of security consultants, compliance consultants, IT professionals and company management responsible for maintaining NIST compliance and cybersecurity.)
 - A retention policy shall be set on the mail and Files sections of this Team to prevent deletion of records.
 - Alerts that have been set in the reporting step shall be set to mail that team.
- Documentation of all users and admins for all laptops and desktops, and all users and admins of Microsoft 365, shall be produced and kept in the Files section of this Team.
- All settings in Microsoft 365 that have been changed from defaults shall be documented with screen shots at least once.
 - Because it may be impractical to update the documentation as often as the settings change, the auditor's read-only login mentioned in the earlier section should be created.

Policies Regarding Files

- Analyze any existing OneDrive locations (including personal OneDrive if it contains business files), Dropbox, other cloud storage locations, local files stored on hard drives, and network file shares, to determine what data should be migrated to SharePoint/Teams.
 - Files used primarily by one person, where other people need only occasional access or occasional files, can be stored in OneDrive for Business.
 - No business files should ever be stored in personal OneDrive.
 - Files that regularly need to be used by multiple people or which are used heavily in collaboration should be stored in SharePoint or Teams.
- To meet the need to divide access to business data by business roles, we recommend using Teams, which allows adding the people specific to a role to a Team, giving them access to the data needed for that role, and denying anyone who does not have a need for that role's data any access to it.
 - The breakout of roles as Teams shall be done, and Teams shall be created with SharePoint sites associated and members assigned who play those specific roles.

- Data that must be accessed by multiple people which is not specific to a role, such as “tax forms” or “updates to benefits”, can be stored either in SharePoint or in a Team with all employees of the company assigned as members.
- A migration of files to SharePoint shall be performed, moving files out of individual OneDrives (if needed), hard drives and other cloud storage locations.
 - The analysis of the files above will inform this migration. It may be necessary to create multiple archival areas or to subdivide what was once one folder into multiple libraries, for ease of use in SharePoint.
 - Version control shall be applied to all libraries in use.
 - A retention policy shall be applied as needed to prevent the deletion of files before the legally mandated retention period.
 - An information protection plan shall be applied to prevent illicit downloads; such a plan can protect data from being copied or downloaded, or can encrypt data such that the user can access the file until their privileges are revoked upon termination or role change, at which point they can no longer read the file even if they have access to it.

DISCLOSURE OF BANKRUPTCY

GINN LAW LLC

November 7, 2020

New York State Dept. of Public Service
Empire State Plaza
Agency Building 3
Albany, NY 12223-1350

RE: City Power and Gas, LLC Bankruptcy Notification

[REDACTED]

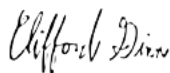
[REDACTED]

[REDACTED]

[REDACTED]

for your consideration.

Sincerely,



Clifford M. Ginn

Enc.

62 Marion Jordan Road
Scarborough, ME 04074
(207) 274-0001

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK

In Re:

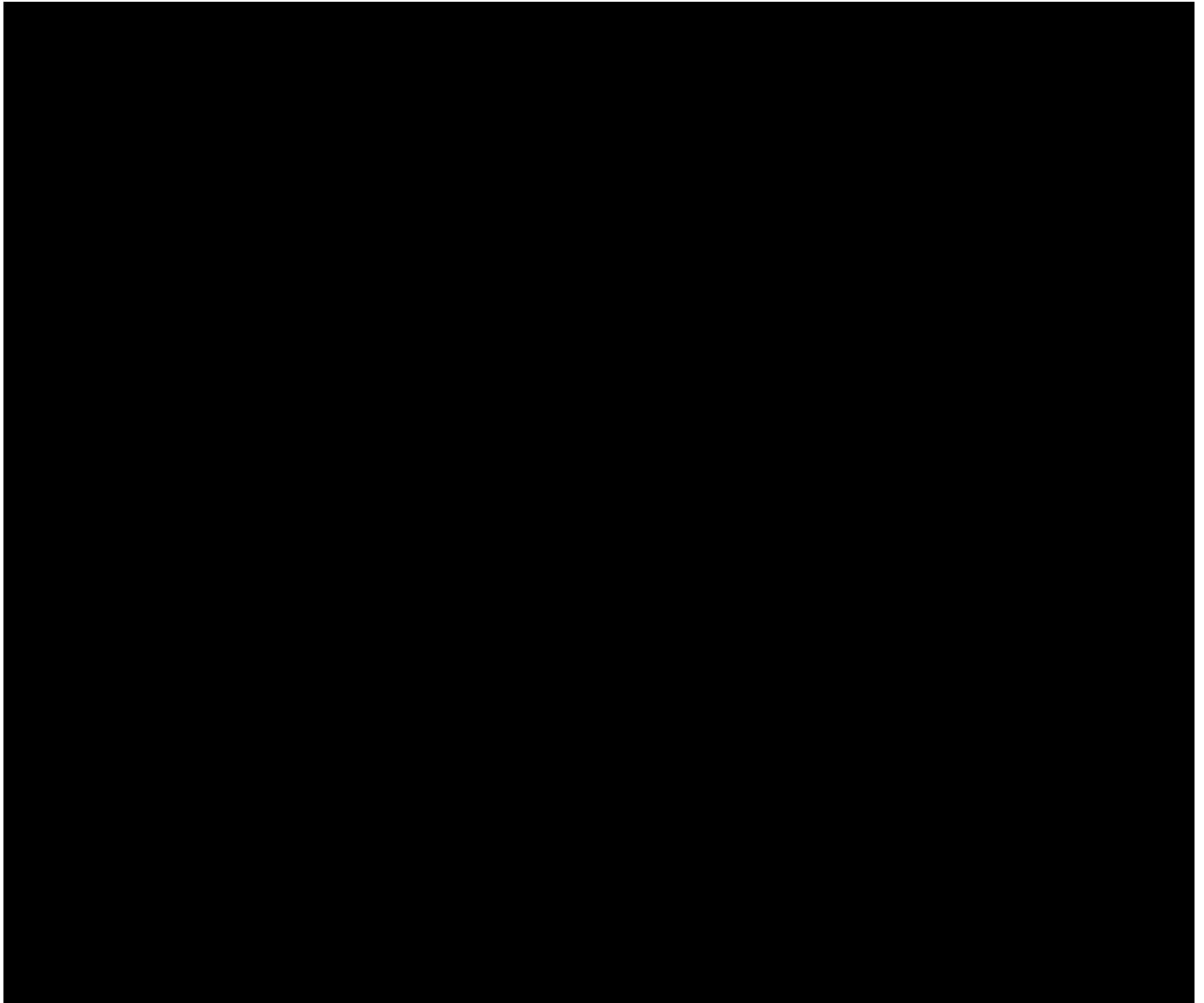
Chapter 11

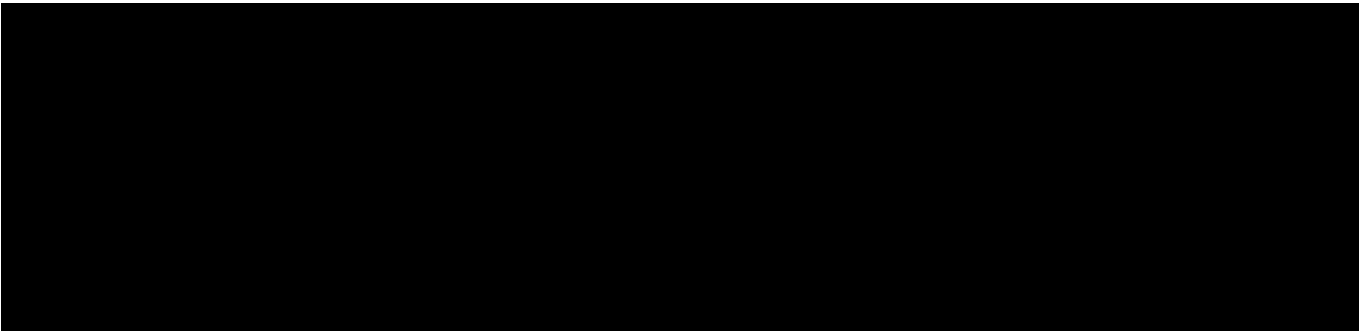
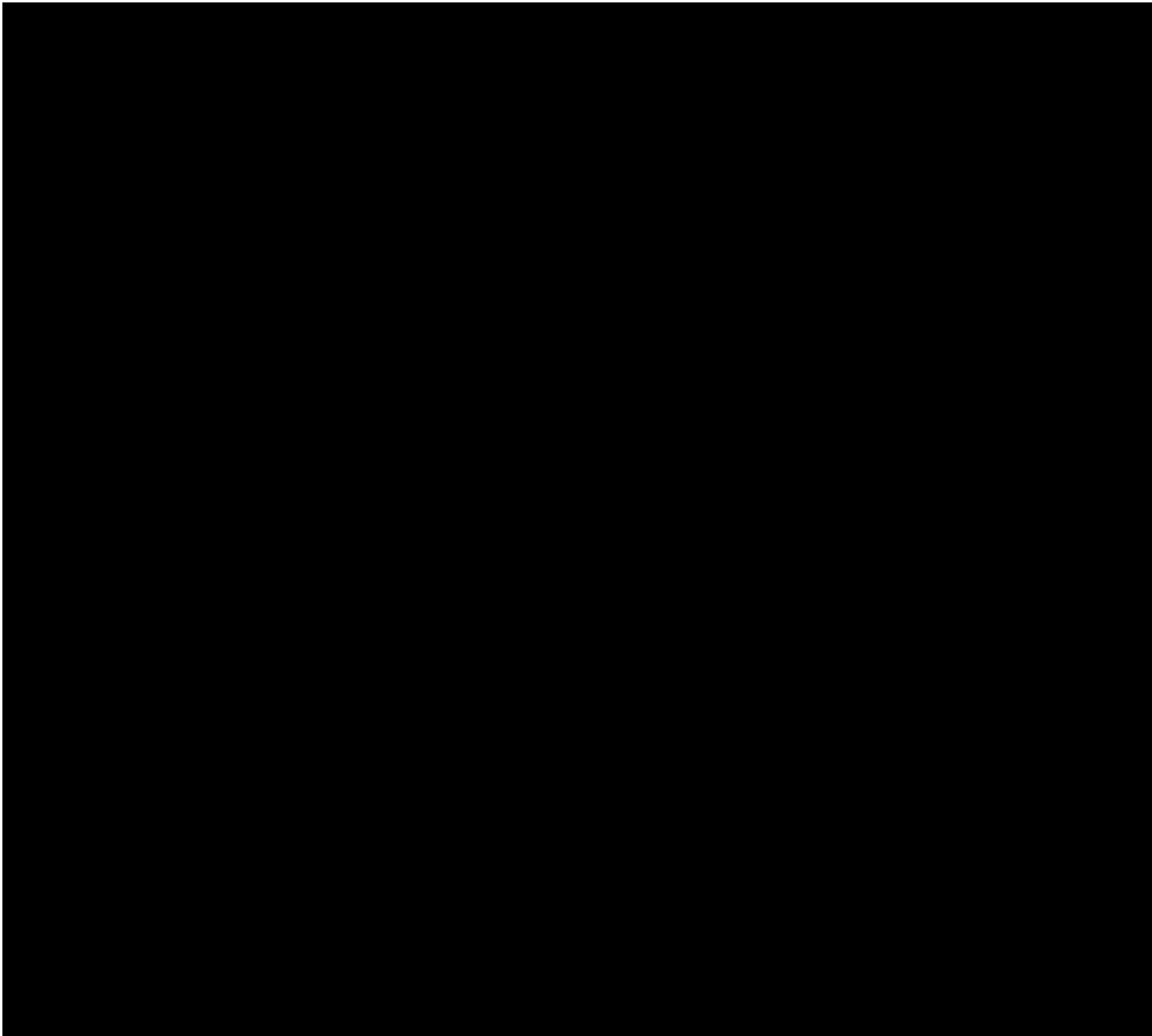
CITY POWER AND GAS, LLC,

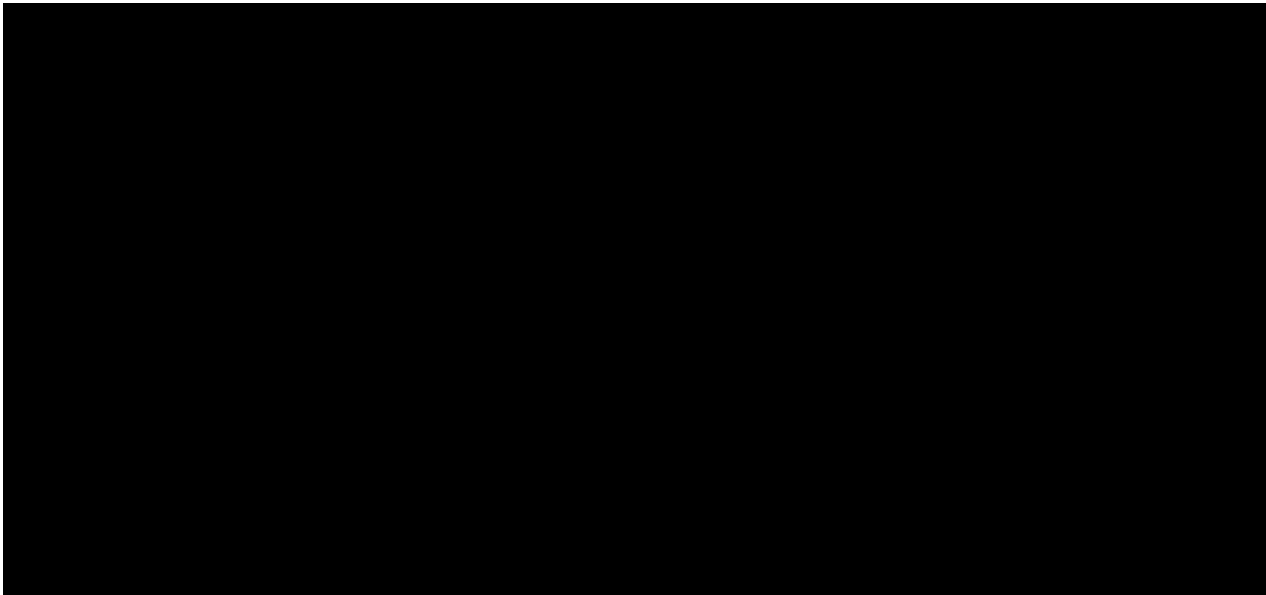
Case No. 18-77685-ast

Debtor.

**ORDER CONFIRMING SECOND AMENDED PLAN OF REORGANIZATION UNDER
CHAPTER 11 OF THE UNITED STATES BANKRUPTCY CODE PROPOSED BY THE
DEBTOR**








causing notice to be delivered to such parties by first-class mail, postage prepaid.

6. Notice of Effective Date. Within two (2) business days following the occurrence of the Effective Date, the Debtor shall file notice of the Effective Date with the Court. Notice of the Effective Date may be given simultaneously with notice of entry of this Confirmation Order, so long as such notice is timely under the foregoing provisions.

7. Confirmation Order Controls. To the extent of any inconsistency between the terms of the Plan and this Confirmation Order, the terms of this Order shall govern.

Dated: July 14, 2020
Central Islip, New York





Alan S. Trust
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

In re:

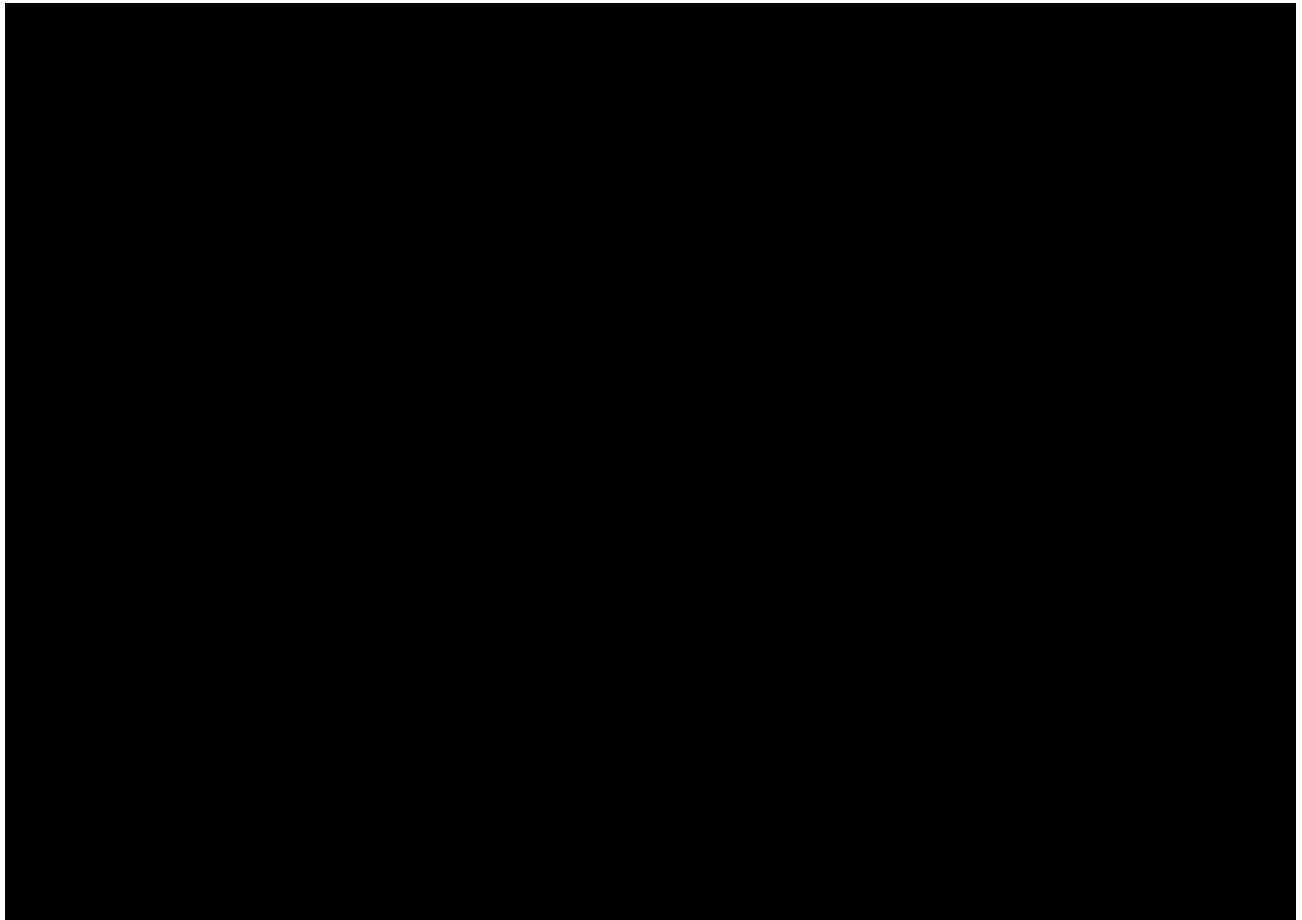
CITY POWER AND GAS, LLC

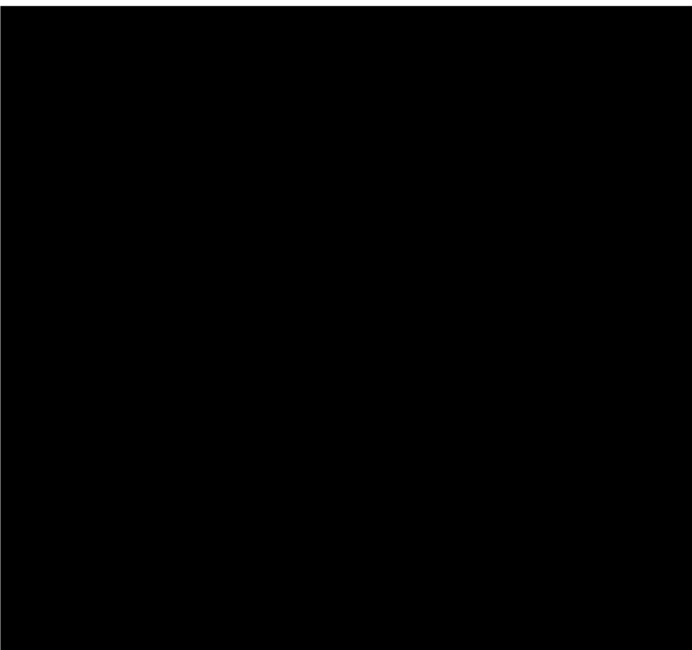
Debtor.

Chapter 11

Case No. 18-77685-ast

FINAL DECREE CLOSING DEBTOR'S CHAPTER 11 CASE






FOR [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Dated: December 22, 2020
Central Islip, New York





Alan S. Trust
Chief United States Bankruptcy Judge

OFFICER CERTIFICATE OF
COMPLIANCE



261 South Main Street, Suite 329 | Newtown CT 06470

PH: 877.518.9339

www.citypowerandgas.com

I, Michael Mitchell, as Chief Executive Officer and Managing Member of City Power & Gas, LLC, am familiar with the requirement set forth in the December 12, 2019 New York State Public Service Commission Order in Case No. 15-M-0127.

I, hereby, affirm that City Power & Gas, LLC is willing and able to comply with all applicable laws and regulations.

A handwritten signature in black ink, appearing to read "Michael D. Mitchell", is written over a horizontal line.

Michael Mitchell

Managing Member, CEO

November 7, 2020

Date