



Pennsylvania Public Utility Commission Secretary  
Keystone Building 400 North Street  
2<sup>nd</sup> Floor, Room N201  
Harrisburg, PA 17120  
Sent VIA: Overnight Mail

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JUL 07 2011

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

July 7<sup>th</sup>, 2011

To whom it may concern;

On behalf of Alpha Gas and Electric, an application was sent via fed- ex on July 5<sup>th</sup> and received on July 6<sup>th</sup> and signed by K. Kenley. Unfortunately there were a few documents that had minor errors which I corrected. I have enclosed the revised documents which are a replacement of the ones originally sent. Furthermore I have enclosed a new CD in replacement of the old one.

I thank you in advance for you understanding and I apologies for any inconvenience this may have caused.

Respectfully Submitted,

Alpha Gas and Electric, LLC

By: 

Shoshana Englander – VP

CC: Irwin Popowsky Office of Consumer Advocate  
Office of the Attorney General bureau of Consumer Protection  
William R. Lloyd, JR Small Business Advocate  
Commonwealth of Pen Department of revenue  
Legal Department Allegheny Power  
Paul Rusel, PPI  
Legal Department – First energy  
Duquesne Light Co  
Carlos Thiller, Manager, PECO  
Orange And Rockland  
West Penn Power

# Appendix G

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## **TERM & Conditions**

**Your Residential/Small Commercial Energy Sales Agreement ("Agreement") with Alpha Gas and Electric, LLC, an independent energy marketer, We are licensed with the Pennsylvania Utility Commission, our Licenses # is \_\_\_\_\_. This agreement applies to all residential customers and any commercial customers who receive natural gas or electricity service under a small commercial, small industrial or small business rate classification; whose aggregate maximum registered annual consumption of natural gas was less than 300 met or equivalent in the past 12 months; and whose maximum registered peak electricity load was less than 25 kW in the past 12 months. It shall consist of: (i) your telephonic, electronic or written agreement to initiate service and begin enrollment with Alpha Gas and Electric ("Enrollment Consent"), (ii) the terms and conditions contained below and (iii) any Commercial Enrollment Consent Rider that you sign. Throughout this document, the words "you" and "your" refer to the customer identified in the Enrollment Consent. The words "we," "us" and "our" refer to Alpha Gas and Electric, LLC.**

### **Agreement to Sell and Purchase Energy**

**You agree to purchase, and we agree to sell to you, all of the electricity (which is the product of a mix of generation energy sources and is delivered over a system of wires), or natural gas necessary to satisfy your requirements for the EDC/NGDC account(s) identified in your Enrollment Consent during the term of the Agreement. You agree to initiate service and begin enrollment with us. You appoint us as your agent to acquire the supplies necessary to meet your electricity or natural gas needs. Your EDC/NGDC will continue to provide delivery services and respond to leaks or other emergencies should they occur. You agree to accept the measurements as determined by the EDC/NGDC for purposes of accounting for the electricity or natural gas supplied by the EDC/NGDC. If the EDC/NGDC is unable to read your meter, the EDC/NGDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.**

### **Billing and Payment**

**You will receive one bill from your EDC/NGDC, which will include our charges as well as your EDC/NGDC charges. You must make payment directly to and to the order of your EDC/NGDC, for both EDC/NGDC transportation charges and our commodity charges and generation charges. Past-due charges may incur a late fee of 1.5% per month or the interest rate posted in your EDC/NGDC's tariff. If you fail to remit payment when due, or if you breach any of the other terms and conditions of the Agreement, then, in addition to any other remedies we may have, we have the right to cancel the Agreement, in whole or with respect to any particular account(s) covered by the Agreement, upon 15**

days written notice, provided that you do not make payment or correct the problem that caused the cancellation within the 15-day period. Failure to make full payment is grounds for disconnection of the EDC/NGDC services. We reserve the right to assume any and all billing responsibility, including EDC/NGDC charges, if it becomes necessary. A \$20 fee per account may be assessed for any payment returned due to insufficient funds. If any payments made by you directly to us are rejected two times in a one-year period, the only form of acceptable payment will be a certified check, money order or electronic funds transfer. If you make a payment for a lesser amount, which includes a statement or letter indicating that the lesser payment constitutes full payment, we may accept such payment without prejudice to any other rights or remedies that we may have against you and we may apply it to your account(s) as a partial payment. Information regarding energy efficiency, generation energy sources, environmental impacts and historical billing data will be provided to you upon request.

#### **Electricity or Natural Gas Emergencies**

In the event of an electricity or natural gas emergency or service interruption, contact your local Electric Distribution Company ("EDC") or Natural Gas Distribution Company, ("NGDC") at one of the telephone numbers listed below. You should also contact your local emergency personnel.

**PECO Energy 1-800-841-4141**

**Columbia Gas of PA 1-800-460-4332**

**Dominion Peoples Gas 1-412-244-2626; outside Pittsburgh 1-800- 400-4271**

**UGI Utilities 1-800-609-4844 (gas); 1-800-962-1212 (electric)**

**UGI Penn Natural Gas 1-800-228-1110**

**UGI Central Penn 1-800-652-0550**

**Equitable Gas Company 1-800-253-3928**

**National Fuel Gas of PA 1-800-444-3130**

**Philadelphia Gas Works 1-215-235-1212**

**PPL 1-800-342-5775**

**Penelec/Met-Ed/Penn Power 1-888-544-4877**

**Pike Cnty Light & Power 1-800- 533-5325 (gas); 1-877-434-4100 (electric)**

**Allegheny Power 1-800-255-3443**

## **Cancellation and Penalties**

**A residential customer may rescind this agreement within three days of receipt of this agreement.**

**You may cancel your agreement at any time by contacting our Customer Service at the number provided. Any or all of your accounts that are cancelled shall be returned to the EDC/NGDC unless you contract with another supplier for energy service. It may take several billing cycles for your account(s) to be returned to the EDC/NGDC. You are required to pay all of the charges for the energy supplied by us until such time as the EDC/NGDC or other supplier actually begins supplying the energy to your account(s).**

**Cancellation of Variable-Rate Plan: You may cancel your Variable- Rate Plan Agreement without penalty, at any time. We may cancel the Agreement without penalty at any time, in whole or with respect to any particular account(s) covered by the Agreement, by providing you with 15 days' advance written notice of such cancellation. If we are cancelling due to nonpayment or other breach of this Agreement, you will have 15 days to remedy the breach or nonpayment.**

**Cancellation of Fixed-Rate Plan or Index -Based Plans: We may cancel your Fixed-Rate Plan Agreement or Index-Based Plan, in whole or with respect to any particular account(s), for nonpayment of your energy charges or if you breach this Agreement, by providing you with 15 days' advance written notice. You will have 15 days to remedy the breach or nonpayment. If you cancel this Agreement, in whole or with respect to any particular account(s), or if we cancel this Agreement due to breach or nonpayment, you will be charged an early termination fee ("Early Termination Fee"), which is a cancellation fee, as liquidated damages, in the amount allowed by the Pennsylvania Public Utility as agreed to in your Enrollment Consent this will be, in addition to any energy charges you may already owe.**

**An Early Termination Fee shall become due and payable immediately upon the effective date of the cancellation of service to the account(s). The Early Termination Fee is not a penalty, but is intended to compensate us for the cost of buying natural gas or electricity in advance on your behalf.**

### **Definitions:**

**Generation Chargers - Charge for production of electricity**

**Transmission Charge - Charge for moving high voltage electricity from a generation facility to the distribution lines of an electric distribution company.**

**Fixed Rate Plan - The price you will pay for the electricity or natural gas under our fixed rate plan is the price agreed to as specified in your enrollment consent.**

**Index Plans - The price is based off of the index plus an adder which will be defined in our enrollment consent form**

**Price:**

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

For fixed price service if usage in any month exceeds the level of usage in the same month in the previous year ("Base Load") by ten percent or more, the Customer will be charged a variable price for all usage in excess of the Base Load and the fixed price for usage up to the Base Load. If the usage in any month falls by ten percent or more below the Base Load, the Customer will be charged the fixed price for all usage and shall be charged for hedging, cash out costs, settlement or balancing costs related to the positive difference between the Base Load and actual consumption.

**Renewal/Material Change**

For natural gas service, if you have a fixed-term agreement with us and it is approaching the expiration date, we will send you advance written notices at about 60 days before the expiration date. If we propose to change our terms of service in any type of agreement, we will send you advance written notices at about 60 days and 30 days before the effective date of the change. The notice will be provided in separate corresponding mailings then the bill. We will explain your options to you in these two advance notifications.

For electric service, if you have a fixed-term agreement with us and it is approaching the expiration date or whenever we propose to change our terms of service, we will send you two advance written notices either in our bills or in separate mailings between 45 and 60 days before either the expiration date or the effective date of the changes. We will explain your options in these two advance notices.

Your variable-rate natural gas or electric service plans will continue until either party terminates this Agreement as per the Cancellation and Penalties section.

**Contact Us**

You may contact our Customer Service at 1-888-6ENERGY ( 1-888-636-3749)9a.m.-7 p.m. EST Monday-Thursday and 9a.m.-4 p.m. EST Friday. Hours subject to change. You may write to us at: Alpha Gas and Electric, LLC, 150 Airport Rd. Suite 1200 Lakewood, NJ 08701.

### **Dispute Resolution**

**If you have a dispute involving our service, please contact us at our Customer Service Department as provided above. If you mistakenly contact the wrong entity, we will refer you to the appropriate entity to resolve your complaint. If your complaint relates to a power outage or a loss of gas service, we will direct you to the EDC/NGDC. During the pendency of your dispute, you must still pay your bill in full, but may deduct the specific amount in dispute while the charges remain in dispute. If the dispute cannot be resolved to your satisfaction, a complaint may be submitted by either party to the PA PUC. You must continue to pay all undisputed amounts. The PA PUC can be reached: by telephone toll-free at 1-800-692-7380; in writing at: PA Public Utility Commission, Bureau of Consumer Services, P.O. Box 3265, Harrisburg, PA 17105-3265; or by visiting [www.puc.state.pa.us](http://www.puc.state.pa.us).**

### **Information Release**

**Your signature on the Enrollment Consent is your authorization for us and our agents to obtain and review information from the EDC/NGDC relating to you, including: consumption history, billing determinants, and payment history. We may also obtain information from credit-reporting agencies which may include credit information and payment history. We may use such information to determine whether to begin or to continue to provide you with energy supply service, and to bill and collect monies.**

### **Relocation**

**This agreement will automatically be cancelled if you move to another premise. Please contact us, as well as your EDC/NGDC, to notify us of this change and to find out about what options may be available at your new location. An Early Termination Fee may apply.**

### **Default Liability:**

**Our liability shall be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event shall we be liable for any punitive, incidental, consequential, exemplary, indirect, third- party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from a breach of the Agreement.**

### **Title**

**All electricity or natural gas sold pursuant to the Agreement shall be delivered to a location ("Point of Delivery"), which shall constitute the point at which the sale occurs and title to the energy**

passes from us to you, the customer. For natural gas, the Point of Delivery shall be the point where the utility interconnects with the interstate pipeline. For electricity, the Point of Delivery shall be, depending on the specific transaction, either a location outside the Commonwealth of Pennsylvania or Alpha Energy's PJM load bus that corresponds to the utility or zone in which the meter is located.

#### **Governing Law**

This Agreement is made and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania. If, at some future date, there is a change in any law, rule or pricing structure, which shall have a detrimental economic impact upon our performance under the Agreement; or in the event that compliance with such change shall result in a material change in the way prices are calculated under the Agreement; or we are otherwise prevented, prohibited or frustrated from fulfilling our obligations under the Agreement; we shall have the right to cancel the Agreement, in whole or with respect to any particular account(s) covered by the Agreement, upon 15 days notice.

#### **Assignment**

You may not assign the Agreement, in whole or in part, or any of your rights or obligations without our prior written consent. We may, without your consent: (a) transfer, sell, pledge, encumber or assign the Agreement or the accounts, revenues or proceeds in connection with any financial or billing services agreement; (b) transfer or assign the Agreement, in whole or in part, to a supplier affiliate of Alpha Energy, or any other approved supplier or entity authorized by the PA PUC. This Agreement shall be binding on each party's successors and legal assigns.

#### **Severability**

If any provision of the agreement is held by a court or regulatory agency of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being invalidated in any way.

#### **No Warranties**

We provide no warranties express or implied, and we specifically disclaim any warranty of merchantability or fitness for a particular purpose. Additionally, unless expressly stated otherwise on your Enrollment Consent, we specifically disclaim any warranty or guaranty that the price charged by us for the energy supplied pursuant to the Agreement will be lower than the price that you would have been charged by the EDC/NGDC or another supplier.



### **Delay or Failure to Exercise Rights**

**No partial performance, delay or failure on our part in exercising any rights under the Agreement and no partial or single exercise thereof shall constitute a waiver of such rights or of any other rights hereunder.**

### **Force Majeure**

**We shall make commercially reasonable efforts to provide service, but do not guarantee a continuous supply of energy. Certain causes and events out of our control ("Force Majeure Events") may result in interruptions in service. We shall not be liable for any such interruptions caused by a Force Majeure Event. We do not transmit or deliver energy. Therefore, we are not and shall not be liable for damages caused by Force Majeure Events, including acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the EDC/NGDC's system; non-performance by the EDC/NGDC, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our control.**

### **Taxes and Laws**

**Except as otherwise provided in the Agreement or by law, all taxes due and payable with respect to your performance of your obligations under the Agreement, shall be paid by you. Any lawful tax exemption will only be recognized on a prospective basis from the date that you provide valid tax-exemption certificates to us.**

### **Entire Agreement**

**The Agreement (including the Enrollment Consent) sets forth the entire agreement between the parties. Any and all prior or contemporaneous agreements, understandings and representations between the parties, whether verbal or written, are superseded by the Agreement.**

Appendix H

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
NOTICE**

*Application of **Alpha Gas and Electric, LLC** For Approval To Offer, Render, Furnish Or Supply Electricity Or Electric Generation Services As A Generator And Supplier Of Electric Power, A Marketer/Broker Engaged In The Business Of Supplying Electricity, And An Aggregator Engaged In The Business Of Supplying Electricity, To The Public In The Commonwealth Of Pennsylvania.*

**Alpha Gas and Electric, LLC** will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to supply electricity or electric generation services as (1) a generator and supplier of electric power, (2) a broker/marketer engaged in the business of supplying electricity, and (3) an aggregator engaged in the business of supplying electricity. **Alpha Gas and Electric, LLC** proposes to sell electricity and related services throughout all of Pennsylvania under the provisions of the new Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of **Alpha Gas and Electric, LLC** may be filed within 15 days of the date of this notice with the Secretary of the PUC, P.O. Box 3265, Harrisburg, PA 17105-3265. You should send copies of any protest to **Alpha Gas and Electric, LLC**.

Alpha Gas and Electric, LLC  
150 Airport Rd. Suite 1200  
Lakewood, NJ 08701  
Telephone # 1-800-636-3749  
Fax # 732-806-8410

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Alpha Gas and Electric  
Marketing Training  
and  
Quality Assurance Program

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

# Alpha Gas and Electric, LLC

## Marketing Training and Quality Assurance Program

### I. Introduction

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

The AG&E Marketing Training and Quality Assurance Program ("Program") provides the requisite training and review standards that will govern the operation of AG&E'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 AG&E, and that the information provided to customers is accurate, relevant and understandable.

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

### II. Training of Employee Representatives

- A. All individuals hired by AG&E to engage in solicitation or marketing of its products and services will undergo a training program that covers the following components:
  1. Information describing the development and current state of the deregulated retail competitive market, focusing upon the differing roles of the AG&E and the local distribution utility ("LDU").
  2. Knowledge of the relevant sections of the Pennsylvania Code, with particular emphasis on Chapter 54.
  3. Knowledge of other applicable laws, rules and regulations;

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

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

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

### III. Quality Assurance Program

AG&E 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 AG&E's best practices and training standards. The elements of the Program are tailored to the concerns and individual components of each distinct marketing modality, designed to incentivize representatives to act responsibly and will be implemented in a workable and effective manner.

#### A. In-House Telemarketing

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

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

8. Copies of all Sales Agreements will be mailed within 3 business days after agreement occurs to each customer that is enrolled by AG&E as required under the PA Code, using Sales Agreement forms that have been previously reviewed by AG&E counsel and submitted to the PA Utility Commission.
9. AG&E will on a regular basis meet with Sales personnel to obtain feedback on Ongoing operations and provide any needed updates or other relevant information.

B. Electronic and Internet Marketing

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

C. Door-to-Door Marketing (DTD)

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



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

14. The DTD salesperson shall be required to wear a shirt and/or jacket provided by AG&E that contains the AG&E logo and otherwise dress in a neat and presentable manner.
15. The DTD salesperson shall be required to wear in a conspicuous location the AG&E photo-ID

D. In Person Marketing (other than DTD)

1. AG&E will design and review the marketing script to be used for all sales solicitations.
2. The representative will be provided with current accurate data concerning the products and services offered by AG&E
3. The representative will have timely access to a Supervisor to address questions arising during the solicitation.
4. AG&E will on a random and regular basis review the agreements obtained through In-person solicitations to help ensure that best practices and the standards set forth in this Program are being implemented. In the event problems are discerned, the representative will be informed of any deficiency and advised that he /she may be terminated if the deficiency is not immediately corrected. AG&E will work with the representative to address any identified deficiency. AG&E will reserve the right to immediately terminate the representative if it determines that the representative's behavior or attitude is incompatible with AG&E quality control standards.
5. Copies of all Sales Agreements will be provided to each customer that is enrolled by AG&E.
6. AG&E will on a regular basis meet with Sales personnel to obtain feedback on on-going operations and provide any needed updates or other relevant information.

7. The salesperson shall be required to wear in a conspicuous location the AG&E photo-ID.

E. Direct Mail Marketing

1. AG&E will review and prepare all materials used in a direct mail solicitation.
2. Customers will be provided with complete copy of the Sales Agreement including the Customer Disclosure Statement.

F. External Marketing

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

1. AG&E will examine whether any prospective vendor has the skills, resources and track record to conduct marketing on behalf of AG&E.
2. AG&E will require the provision of at least two references.
3. AG&E will require the vendor to conduct marketing activities consistent with the provisions of the Program.
4. AG&E will provide the vendor AG&E' written training materials.
5. AG&E will prepare all sales and verification scripts used by the vendor.
6. The vendor will only use and provide to the customer sales materials and agreements that are prepared or reviewed and approved by AG&E.
7. Vendors retained by AG&E must demonstrate knowledge, understanding and the ability to comply with all applicable laws, rules and regulations.

8. AG&E will issue a charge back on any commission related DTD or telemarketing if the account is terminated prior to the completion of two billing cycles.

#### IV. Dispute Resolution Process

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

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

#### V. Document Retention

AG&E 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.

From: (732) 806-8405  
 Ari Hirschel  
 Alpha Gas and Electric, LLC  
 150 Airport rd  
 suite 1200  
 LAKEWOOD, NJ 08701

Origin ID: MJXA



J11201104280225

Ship Date: 07JUL11  
 ActWgt: 1.0 LB  
 CAD: 1272642/NET3180

Delivery Address Bar Code



SHIP TO: (717) 785-5242 **BILL SENDER**  
**P.U.C Commission Secretary**  
**P.U.C Commission Secretary**  
**2 KEYSTONE BUILDING 400 NORTH ST**  
**RM N201 2 ND FLOOR**  
**HARRISBURG, PA 17120**

Ref #  
 Invoice #  
 PO #  
 Dept #

**FRI - 08 JUL A1**  
**PRIORITY OVERNIGHT**

TRK# 7972 8143 4103

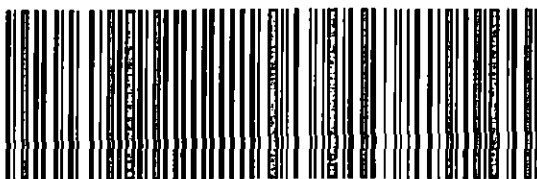
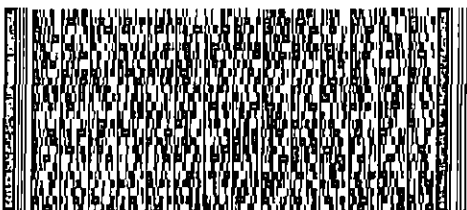
0201

17120

PA-US

MDT

**ZN MDTA**



50FG2/F56/F5F4

**After printing this label.**

1. Use the "Print" button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.  
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