

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of ALPHA GAS AND ELECTRIC, d/b/a LIMITED LIABILITY CORP., for approval to offer, render, furnish, or as a(n) [as specified in item #8 below] to the public in the Commonwealth of Pennsylvania.

To the Pennsylvania Public Utility Commission:

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and FAX number of the Applicant are:

ALPHA GAS AND ELECTRIC, LLC.
971 ROUTE 45, SUITE 202
POMONA, NY 10970

PH: 888-636-3749

FAX: 845-501-0633

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

2. a. **CONTACT PERSON:** The name, title, address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

DEVORAH SCHON, Office Manager
same address and fax number as above
845-810-0088 x 200

- b. **CONTACT PERSON-PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY:** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA:

DAVID WANOUNOU, CEO
same address + fax number as above
845-810-0088 x 202

- 3.a. **ATTORNEY:** If applicable, the name, address, telephone number, and FAX number of the Applicant's attorney are:

Usher Fogel
557 Central Avenue, Suite 4A
Cedarhurst, NY 11516

516-374-8400 x 308

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- b. **REGISTERED AGENT:** If the Applicant does not maintain a principal office in the Commonwealth, the required name, address, telephone number and FAX number of the Applicant's Registered Agent in the Commonwealth are:

Vcorp services, LLC.
722 clay Avenue
Scranton, PA 18510
P: 845-517-3903

4. **FICTITIOUS NAME:** (select and complete appropriate statement)

☐ The Applicant will be using a fictitious name or doing business as ("d/b/a"):

Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

or

☒ The Applicant will not be using a fictitious name.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:** (select and complete appropriate statement)

☐ The Applicant is a sole proprietor.

If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. §4124 relating to Department of State filing requirements.

or

☐ The Applicant is a:

- ☐ domestic general partnership (*)
- ☐ domestic limited partnership (15 Pa. C.S. §8511)
- ☐ foreign general or limited partnership (15 Pa. C.S. §4124)
- ☐ domestic limited liability partnership (15 Pa. C.S. §8201)
- ☐ foreign limited liability general partnership (15 Pa. C.S. §8211)
- ☐ foreign limited liability limited partnership (15 Pa. C.S. §8211)

Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

- ☐ * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa. C.S. §4124.

or

☒ The Applicant is a:

- ☐ domestic corporation (none)
- ☐ foreign corporation (15 Pa. C.S. §4124)
- ☐ domestic limited liability company (15 Pa. C.S. §8913)
- ☒ foreign limited liability company (15 Pa. C.S. §8981)
- ☐ Other _____

Provide proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation.

Give name and address of officers.

DAND WANOUNOU : 34 Skylark Drive, Spring Valley, NY 10977

ISRAEL ORZEL : 8 Underwood Road, Monsey, NY 10952

HARVEY KLEIN : 103 Shelley Circle, Monsey, NY 10952

The Applicant is incorporated in the state of New York.

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:** (select and complete appropriate statement)

☐ Affiliate(s) of the Applicant doing business in Pennsylvania are:

Give name and address of the affiliate(s) and state whether the affiliate(s) are jurisdictional public utilities.

☐ Does the Applicant have any affiliation with or ownership interest in:

- (a) any other Pennsylvania retail natural gas supplier licensee or licensee applicant,
- (b) any other Pennsylvania retail licensed electric generation supplier or licensee applicant,
- (c) any Pennsylvania natural gas producer and/or marketer,
- (d) any natural gas wells or
- (e) any local distribution companies (LDCs) in the Commonwealth

If the response to parts a, b, c, or d above is affirmative, provide a detailed description and explanation of the affiliation and/or ownership interest.

☐ Provide specific details concerning the affiliation and/or ownership interests involving:

- (a) any natural gas producer and/or marketers,
- (b) any wholesale or retail supplier or marketer of natural gas, electricity, oil, propane or other energy sources.

☐ Provide the Pa PUC Docket Number if the applicant has ever applied:

- (a) for a Pennsylvania Natural Gas Supplier license, or
- (b) for a Pennsylvania Electric Generation Supplier license.

- ☐ If the Applicant or an affiliate has a predecessor who has done business within Pennsylvania, give name and address of the predecessor(s) and state whether the predecessor(s) were jurisdictional public utilities.

or

- ☒ The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

7. **APPLICANT'S PRESENT OPERATIONS:** (select and complete the appropriate statement)

- ☐ The Applicant is presently doing business in Pennsylvania as a
- ☐ natural gas interstate pipeline.
 - ☐ municipal providing service outside its municipal limits.
 - ☐ local gas distribution company
 - ☐ retail supplier of natural gas services in the Commonwealth
 - ☐ a natural gas producer
 - ☐ Other. (Identify the nature of service being rendered.)

or

- ☒ The Applicant is not presently doing business in Pennsylvania.

8. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

- ☒ supplier of natural gas services.
- ☐ Municipal supplier of natural gas services.
- ☐ Cooperative supplier of natural gas services.
- ☐ Broker/Marketer engaged in the business of supplying natural gas services.
- ☐ Aggregator engaged in the business of supplying natural gas services.
- ☐ Other (Describe):

9. **PROPOSED SERVICES:** Generally describe the natural gas services which the Applicant proposes to offer.

Alpha Gas and Electric, LLC. intends to service residential and commercial customers within the state of PA.

10. **SERVICE AREA:** Provide each Natural Gas Distribution Company (NGDC) in which Applicant proposes to offer services.

Columbia Gas of PA

11. **CUSTOMERS:** Applicant proposes to initially provide services to:

- ☐ Residential Customers
- ☐ Commercial Customers - (Less than 6,000 Mcf annually)
- ☐ Commercial Customers - (6,000 Mcf or more annually)
- ☐ Industrial Customers
- ☐ Governmental Customers
- ☒ All of above
- ☐ Other (Describe):

12. **START DATE:** The Applicant proposes to begin delivering services on within 2 months of license approval. (approximate date).

13. **NOTICE:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, serve a copy of the signed and verified Application with attachments on the following:

① Irwin A. Popowsky
Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120-1921

② Office of the Attorney General
Bureau of Consumer Protection
Strawberry Square, 14th Floor
Harrisburg, PA 17120

③ William R. Lloyd, Jr.
Commerce Building, Suite 1102
Small Business Advocate
300 North Second Street
Harrisburg, PA 17101

④ Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
Harrisburg, PA 17128-0946

Any of the following Natural Gas Distribution Companies through whose transmission and distribution facilities the applicant intends to supply customers:

Valley Energy Inc. Robert Crocker 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: rcrocker@ctenterprises.org	National Fuel Gas Distribution Corp. David D. Wolford 6363 Main Street Williamsville, NY 14221 PH: 716.857.7483 FAX: 716.857.7479 email: wolfordd@natfuel.com
UGI Central Penn David Beasten 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559	Peoples Natural Gas Company LLC Lynda Petricevich 375 North Shore Drive, Suite 600 Pittsburgh, PA 15212 email: Lynda.w.petricevich@peoples-gas.com PH: 412.208.6528 FAX: 412.208.6577
Peoples TWP LLC (Formerly T. W. Phillips) Robert M. Hovanec 205 North Main Street Butler, PA 16001 PH: 724.287.2725 FAX: 724.287.5021 email: rhovanec@twphillips.com	UGI David Beasten 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559
UGI Penn Natural David Beasten 2525 N. 12 th Street, Suite 360 Reading, PA 19612-2677 PH: 610.796.3425 FAX: 610.796.3559	Equitable Gas Company Jerald Moody 225 North Shore Drive Pittsburgh, PA 15212-5352 PH: 412.395.3209 FAX: 412.395.3335
PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 email: carlos.thillet@exeloncorp.com PH: 215.841.6452	Columbia Gas of Pennsylvania Inc. ⑤ Thomas C. Heckathorn 200 Civic Center Drive Columbus, OH 43215 PH: 614.460.4996 FAX: 614.460.6442 email: heckathorn@nisource.com
Philadelphia Gas Works Douglas Moser 800 West Montgomery Avenue Philadelphia, PA 19122 email: douglas.moser@pgworks.com PH: 215.684.6899	

Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, attach Proof of Service of the Application and attachments upon the above named parties. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14.

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14. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix **A** to this application.
15. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, by name, subject and citation, dealing with business operations, in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.
Neither Alpha Gas and Electric nor any of its affiliates have been convicted of any crimes.
16. **STANDARDS, BILLING PRACTICES, TERMS AND CONDITIONS OF PROVIDING SERVICE AND CONSUMER EDUCATION:** All services should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.
- Contacts for Consumer Service and Complaints: Provide the name, title, address, telephone number and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with Applicant, the Distribution Company, the Pennsylvania Public Utility Commission or other agencies. - *Attached as EXHIBIT 3*
 - Provide a copy of all standard forms or contracts that you use, or propose to use, for service provided to residential customers. - *Attached as APPENDIX B*
 - If proposing to serve Residential and/or Small Commercial customers, provide a disclosure statement. A sample disclosure statement is provided as Appendix B to this Application.
17. **FINANCIAL FITNESS:** *Attached as EXHIBIT 4A: CONFIDENTIAL*
- Applicant shall provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:
 - Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
 - Published parent company financial and credit information.
 - Applicant's balance sheet and income statement for the most recent fiscal year. Published financial information such as 10K's and 10Q's may be provided, if available.
 - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form or other independent financial service reports.
 - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
 - Audited financial statements
 - Such other information that demonstrates Applicant's financial fitness.
 - Applicant must provide the following information: *Attached as EXHIBIT 4B.*
 - Provide proof of compliance with bonding/credit requirements for each NGDC the applicant is proposing to provide service in. This requirement is designated by each NGDC and can commonly be found in the NGDC supplier tariff.
 - Identify Applicant's chief officers including names and their professional resumes.

- Provide the name, title, address, telephone number and FAX number of Applicant's custodian for its accounting records.

18. **TECHNICAL FITNESS:** To ensure that the present quality and availability of service provided by natural gas utilities does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following: ~~ATTACHED AS EXHIBITS~~

- The identity of the Applicant's officers directly responsible for operations, including names and their professional resumes.
- A copy of any Federal energy license currently held by the Applicant.
- Proposed staffing and employee training commitments.
- Business plans.

19. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa. C.S. Section 2208(D). Transferee will be required to file the appropriate licensing application.

20. **UNIFORM STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission.

21. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on an annual basis no later than 30 days following the end of the calendar year.

Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 22 pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive natural gas market.

22. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur in the information upon which the Commission relied in approving the original filing.

23. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

24. **FEE:** The Applicant has enclosed the required initial licensing fee of \$350.00 payable to the Commonwealth of Pennsylvania.

Applicant: Alpha Gas and Electric, LLC.

By: 

Title: CEO

Appendix B

Sample Disclosure Statement Format for Natural Gas Suppliers

This is an agreement for natural gas services, between NGS name and customer's name and full address.

Background

We at NGS Company Name are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-110XXX.

- We set the prices and charges that you pay. The Public Utility Commission regulates distribution or delivery prices and services. The Federal Energy Regulatory Commission regulates interstate pipeline prices and services.
- If you ask us, we can bill you directly for our service.
- Right of Recision - You may cancel this agreement at any time before midnight of the third business day after receiving this disclosure.

Definitions

- Interstate Pipeline Charges - Charges for moving natural gas to the distribution lines of a distribution company.
- Nonbasic Charges - *Define each nonbasic service being offered.*

Terms of Service

- 1. (a) Basic Service Prices** - *Itemize Basic Services you are billing for and their prices.*

You will pay rate per (Mcf/Dth/ccf) for the commodity of natural gas.
Suppliers are to include any variable pricing conditions and limits, if charging a variable rate.

You will pay rate per (Mcf/Dth/ccf) for other natural gas service.
Suppliers are to include transmission service prices if billed.

- (b) Nonbasic Service Prices** - *Itemize Nonbasic Services you are offering and their prices.*
- 2. Length of Agreement**

You will buy your natural gas services for the above street address from company's name beginning date through date of expiration, if any.

- 3. Special Terms and Conditions** - *List and explain all that apply.*
- Sign-up bonuses
 - Add-ons
 - Limited time offers
 - Other Sales Promotions
 - Exclusions

- 4. Special Services** - *Provide explanation of price, terms and conditions, including advanced metering deployment, if applicable.*

5. Penalties, Fees and Exceptions - List any that apply including a late payment charge. The print size for this section must be larger than the print in the rest of the agreement.

6. Cancellation Provisions - This category may consist of both customer initiated cancellation provisions and supplier initiated cancellation provisions.

7. Renewal Provision - If this is a fixed term agreement with automatic renewal, explain the procedure here.

8. Agreement Expiration/Change in Terms

If you have a fixed term agreement with us and it is approaching the expiration date or if we propose to change our terms of service, we will send you written notice in each of our last three bills or in separate mailings before either the expiration date or the effective date of the changes. We will explain your options in these three advance notices.

9. Dispute Procedures

Contact us with any questions concerning our terms of service. You may call the PUC if you are not satisfied after discussing your terms with us.

10. Contact Information

Supplier Name:

ALPHA GAS AND ELECTRIC, LLC.

Address:

971 ROUTE 45, SUITE 200

POMONA, NY 10970

Phone Number:

888-636-3749

Internet Address:

www.alphagasandelectric.com

Distribution Company Name:

Provider of Last Resort Name:

Address:

Phone Number:

Public Utility Commission (PUC)

Address:

P.O. Box 3265 Harrisburg, PA 17105-3265

Natural Gas Competition Hotline Number:

1-888-xxx-xxxx

Universal Service Program Name:

Phone Number:

APPENDIX B

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Hello,

Welcome to Alpha Gas and Electric, and congratulations on taking control of your natural gas and/or electric prices.

Here's a quick look behind the scenes at what Alpha Gas and Electric is doing for you.

- There are some steps involved with setting up your account with your utility which usually takes a few weeks. After that, you will see Alpha Gas and Electric listed on your utility bill along with the charges from your utility provider to service your home, read your meter, and process your bill.
- You will continue to pay your bill directly to your utility. It's that simple. One bill. One payment.
- If you have any questions about your gas supply lines, meters, or need to report an emergency, you will continue to contact your utility provider just like you always have.
- If you have any questions about the Alpha Gas and Electric portion of your bill, call us directly at 888.636.3749, or email us at info@alphagasandelectric.com. Our hours of operation are 9:00am-5:00pm Monday-Friday.
- On the variable rate plan you selected, you will receive a rate that fluctuates each month. For your record, the terms and conditions of your contract will be enclosed with this letter.

Thank You for choosing Alpha Gas and Electric.
We look forward to having you as a customer!

Alpha Gas and Electric Customer Care Team
www.alphagasandelectric.com



ALPHA GAS AND ELECTRIC'S ONE MONTH FREE PROGRAM

Congratulations on selecting Alpha Gas and Electric's **"One Month Free"** program!

Alpha Gas and Electric has many exciting programs that reward our customers for their devotion to us. This newest program will help reduce your energy bill!

Here's how you go about getting your **FREE** month of Alpha Gas and Electric service.

If you received supply service from Alpha Gas and Electric for 12 consecutive months, you will have the opportunity to choose any one of your Alpha Gas and Electric supply bills from those months to be refunded to you.

In each month you will receive a single bill from the utility that shows all Alpha Gas and Electric charges as well as the LDC charges. Once you have received your 12th consecutive bill from your utility, with Alpha Gas and Electric as your commodity supplier, choose which Alpha Gas and Electric monthly charges you would like refunded and mail us the original bill.

Please send it to:

ALPHA GAS AND ELECTRIC, LLC
971 Route 45, Suite 202
Pomona, NY 10970
ATT: ONE MONTH FREE PROGRAM (Only original bills can be accepted.)

Alpha Gas and Electric will review the request by making sure that you are still an active customer with us, and then you will receive a check covering the supply portion of the bill you chose. To be eligible, You must take service from Alpha Gas and Electric and not be served by another ESCO for 12 consecutive months and remain an Alpha Gas and Electric customer as of the date the request for the refund is sent by Alpha Gas and Electric.

In addition to this exclusive offer, if you refer a friend to Alpha Gas and Electric, you will receive a \$20 gift card!

Sign up with Alpha Gas and Electric and receive great prices on your energy bills, enter exciting savings programs, and get one free month of service every year!

New York State Public Service Commission

Your Rights as an Energy Services Company Consumer ESCO Consumers Bill of Rights

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

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

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

ESCOs that do not assure these consumer rights could lose their eligibility to provide service in New York. Please report any complaints to the Department of Public Service at 1-800-342-3377 (8:30 am – 4:00 pm), by mail at Office of Consumer Services, NYS Department of Public Service, 3 Empire State Plaza, Albany, NY 12223, or online at <http://www.dps.state.ny.us>.

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

Terms and Conditions Customer Disclosure Statement

Price Variable: How variable price is determined. Gas Variable Price shall reflect each month 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 Gas and Electric's costs, expenses and margins. Electric Variable Price 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 Gas and Electric's costs, expenses and margins. Length of the agreement and end date. 1 month. For more details, see section 2-Term. Process customer may use to rescind the agreement without penalty. A residential customer may rescind by calling toll-free number within 3 business days of receipt of the sales agreement. Amount of early termination fee and method of calculation. No early termination fee for variable service. Amount of Late Payment Fee and method of calculation. 1.5% on overdue balances. Provisions for renewal of the agreement. After initial term, unless otherwise agreed to, renews on a month to month basis until terminated by either party. For more details, see section 2-Term.

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

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

3. **Pricing, Billing, and Termination.** Unless otherwise agreed to in writing, the price for all natural gas sold under this Agreement shall be a variable price which each month shall reflect the wholesale cost of natural gas (including commodity, capacity, storage and balancing), transportation to the Delivery Point, and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Alpha Gas and Electric's costs, expenses and margins. Alpha Gas and Electric will invoice Customer monthly for natural gas and/or electricity supplied under this Agreement, as measured by the LDC, and Customer will pay each invoice in full within 20 days of the invoice date or be subject to a late payment charge of 1.5% per month. Customer may receive a single bill for both commodity and delivery costs from either Alpha Gas and Electric or the LDC, or each of the LDC and Alpha Gas and Electric 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"). Alpha Gas and Electric may assign and sell Customer accounts receivable to the LDC. In the event of failure to remit payment when due by a residential customer, Alpha Gas and Electric may terminate commodity service and seek suspension of distribution service in conformance with the Home Fair Practices Act ("HEFPA"). Failure by a commercial customer to make full payment of Alpha Gas and Electric charges due on any consolidated bill prepared by the LDC for Alpha Gas and Electric will be grounds for disconnection of utility services in accordance with NYPSC rules and regulations on the termination of service to non-residential customers, 16 NYCRR Section 13.3. A \$30 fee will be charged for all returned payments.

4. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Alpha Gas and Electric. Alpha Gas and Electric may sell, transfer, pledge, or assign

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

5. Information Release Authorization. Customer authorizes Alpha Gas and Electric to obtain and review information regarding Customer's credit history from credit reporting agencies and the following information from the LDC: consumption history; billing determinants; account number; credit information; public assistance status; existence of medical emergencies, status as to whether Customer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods under PSL § 32 (3); and information pertaining to PSL § 33, tax status and eligibility for economic development or other incentives. This information may be used by Alpha Gas and Electric 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 Alpha Gas and Electric. 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 Alpha Gas and Electric or by calling Alpha Gas and Electric at 1.888.636.3749. Alpha Gas and Electric reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Consumer Protections. The services provided by Alpha Gas and Electric to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Alpha Gas and Electric will provide at Alpha Gas and Electric 15 days' notice prior to the cancellation of service to Customer. In the event of non-payment of any charges owed to Alpha Gas and Electric. A residential Customer may be subject to termination of commodity service and the suspension of distribution service under procedures approved by the DPS. Customer may obtain additional information by contacting Alpha Gas and Electric at 1.888.636.3749 or the DPS at 1-800-342-3377, or by writing to the DPS at: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223, or through its website at: <http://www.dps.state.ny.us>. You may also contact the Department for inquiries regarding the competitive retail energy market at 1.888.697.7728.

7. Cancellation. A residential Customer may rescind this Agreement within 3 business days after the signing or receipt of this Agreement, whichever comes first, by contacting Alpha Gas and Electric at 1.888.636.3749 or in writing. Customer is liable for all Alpha Gas and Electric charges until Customer returns to the LDC or goes to another supplier. A final bill will be rendered within twenty (20) days after the final scheduled meter reading or if access is unavailable, an estimate of consumption will be used in the final bill, which will be trued up subsequent to the final meter reading.

8. Agency-Gas. Customer hereby designates Alpha Gas and Electric as agent to; (a) arrange and administer contracts and service agreements between Customer and Alpha Gas and Electric and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the LDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by Alpha Gas and Electric to maintain qualification for LDC transportation service and resolve imbalances that may arise during the term of this Agreement. Alpha Gas and Electric as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the LDC and in response to information provided by the LDC. The Sales Points for the natural gas supplies provided under this Agreement will be a point or points located outside the State of New York as selected from time to time by Alpha Gas and Electric to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the LDC. Alpha Gas and Electric agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above. Agency-Electric: Customer hereby designates Alpha Gas and Electric as agent to; (a) arrange and administer contracts and service agreements between Customer and Alpha Gas and Electric and those entities including the New York Independent System Operator ("NYISO") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the LDC for the delivery of electricity to the Sales Point and the Customer's end-use premises. Alpha Gas and Electric as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the LDC and in response to information

provided by the LDC. The Sales Points for the electricity will be a point at the NYISO Alpha Gas and Electric load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

9. Title. Customer and Alpha Gas and Electric agree that title to, control of, and risk of loss to the natural gas supplied by Alpha Gas and Electric under this Agreement will transfer from Alpha Gas and Electric to Customer at the Sales Point(s).

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

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

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

13. Alpha Gas and Electric Contact Information. Customer may contact Alpha Gas and Electric's Customer Service Center at 1.888.636.3749, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Alpha Gas and Electric at: Alpha Gas and Electric, 971 Route 45, Suite 202, Pomona, NY 10970.

14. Dispute Resolution (Residential). In the event of a billing dispute or a disagreement involving Alpha Gas and Electric's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Alpha Gas and Electric by telephone or in writing as provided above. The dispute or complaint relating to a residential customer may be submitted by either party at any time to the DPS pursuant to its Complaint Handling Procedures ("Procedures") or calling the DPS at 1.800.342.3377. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute, and such payment shall be refunded if warranted by the decision of DPS. Dispute Resolution (Commercial). In the event of a billing dispute or disagreement involving Alpha Gas and Electric's service, Customer should contact Alpha Gas and Electric's Customer Service Center as provided above. Customer must pay the bill in full, except for the specific disputed amount, during the pendency of the dispute. If the parties cannot resolve the dispute within 45 days, either party may avail itself of all remedies available under law or equity. The DPS will not resolve Non Residential disputes associated with the services provided under this Sales Agreement. However, the DPS will monitor inquiries and contacts from Non-Residential customers regarding energy service companies and an excessive number of confirmed complaints may result in an energy service company no longer being eligible to supply natural gas or electricity in New York State. The DPS Office of Consumer Services can be reached at: New York State Public Service Commission, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223; or by visiting www.dps.state.ny.us.

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

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

Alpha Gas and Electric and hold Alpha Gas and Electric harmless from and against any and all such taxes.

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

18. Emergency Service. The LDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the LDC at Con Edison 1-800-75CONED; Orange and Rockland at 1.877.434.4100; KeySpan 718.643.4050 (NYC) and 1.800.490.0045 (Long Island); Niagara Mohawk at 1.800.892.2345; Central Hudson at 1.800.527.2714; RG&E at 1.800.743.1701; NYSEG at 1.800.527.2714; National Fuel at 1.800.444.3130 and emergency personnel. Customer should then call Alpha Gas and Electric at: 1.888.636.3749.

19. Refund Policy. As the commodity supplied under this Agreement is immediately used and consumed by Customer upon delivery, it is not practical to return the product subject to this Agreement, and therefore refunds with respect to the commodity are not provided.

20. Parties Bound. This Agreement is binding upon the parties hereto and their respective successors and legal assigns. Customer and Alpha Gas and Electric have caused this Agreement to be executed as of the date noted above on the first page of this Agreement, by individuals authorized to bind each party, and Customer has reviewed all of the terms herein. In the case of telephonic or electronic enrollment execution shall be deemed provided pursuant to the methods authorized under the New York Uniform Business Practices.

APPENDIX D

Standards of Conduct

- (1) The [natural gas distribution company] should apply its tariffs in a nondiscriminatory manner to its affiliate, its own marketing division and any nonaffiliate.
- (2) The [natural gas distribution company] should likewise not apply a tariff provision in any manner that would give its affiliate or division an unreasonable preference over other marketers with regard to matters such as scheduling, balancing, transportation, storage, curtailment, capacity release and assignment, or nondelivery, and all other services provided to its affiliated suppliers.
- (3) If a tariff provision is mandatory, the [natural gas distribution company] should not waive the provision for its affiliate or division absent prior approval of the Commission.
- (4) If a tariff provision is not mandatory or provides for waivers, the [natural gas distribution company] should grant the waivers without preference to affiliates and divisions or non-affiliates.
- (5) The [natural gas distribution company] should maintain a chronological log of tariff provisions for which it has granted waivers. Entries should include the name of the party receiving the waiver, the date and time of the request, the specific tariff provision waived and the reason for the waiver. Any chronological log should be open for public inspection during normal business hours.
- (6) The [natural gas distribution company] should process requests for transportation promptly and in a nondiscriminatory fashion with respect to other requests received in the same or a similar period. The [natural gas distribution company] should maintain a chronological log showing the processing of requests for transportation services. Any chronological log should be open for public inspection during normal business hours.
- (7) Transportation discounts and fee waivers and rebates provided to the [natural gas distribution company's] or its marketing affiliate's favored customers should be offered to other similarly situated customers and should not be tied to any unrelated service, incentive or offer on behalf of either the parent or affiliate. A chronological

log should be maintained showing the date, party, time and rationale for the action. Any chronological log should be open for public inspection during normal business hours.

- (8) The [natural gas distribution company] should not disclose any customer proprietary information to its marketing affiliate or division, and to the extent that it does disclose customer information, it should contemporaneously provide this same information to other similarly situated marketers in a similar fashion so as not to selectively disclose, delay disclosure, or give itself or its affiliate any undue advantage related to the disclosure. A chronological log should be maintained showing the date, time and rationale for the disclosure. Any chronological log should be open for public inspection during normal business hours. A natural gas distribution company should not provide information received from non-affiliated customers or suppliers to its affiliated natural gas suppliers.
- (9) The [natural gas distribution company] should justly and reasonably allocate to its marketing affiliate or division the costs or expenses for general administration or support services.
- (10) The [natural gas distribution company] selling surplus gas supplies and/or upstream capacity on a short-term basis (as defined by the Federal Energy Regulatory Commission) to its affiliate should make supplies available to similarly situated marketers on a nondiscriminatory basis. The [natural gas distribution company] should not make any gas supplies and/or upstream capacity available through private disclosure to the [natural gas distribution company's] affiliate unless the availability is made simultaneously with public dissemination in a manner that fairly apprises interested parties of the availability of the gas supplies and/or upstream capacity. The [natural gas distribution company] should maintain a chronological log of these public disseminations. Any chronological log should be open for public inspection during normal business hours.
- (11) The [natural gas distribution company] should not condition or tie agreements to release interstate pipeline capacity to any service in which the [natural gas distribution company] or affiliate is involved.
- (12) The [natural gas distribution company] should not directly or by implication . . . represent to any customer, supplier or third party that an advantage may accrue to any party through use of the [natural gas distribution company's] affiliate or subsidiary.

- (13) The [natural gas distribution company] should establish and file with the Commission a complaint procedure for dealing with any alleged violations of any of the standards listed in paragraphs (1) through (12), this paragraph or paragraphs (14) and (15), excepting for paragraph (9), which should be exclusively under the purview of the Commission. These procedures should be developed in consultation with interested parties during consideration of any tariff guided by this section and §69.191 (relating to general). The Commission may expect establishment of a complaint procedure or other recordkeeping requirements if warranted by subsequent facts or circumstances.
- (14) The [natural gas distribution company] should keep a chronological log of any complaints, excepting paragraph (9), regarding discriminatory treatment of natural gas suppliers. This chronological log should include the date and nature of the complaint and the [natural gas distribution company's] resolution of it. Any chronological log should be open for inspection during normal business hours.
- (15) Parties alleging violations of these standards may pursue their allegations through the Commission's established complaint procedures. A complainant bears the burden of proof consistent with 66 Pa. C.S. (relating to Public Utility Code) in regard to the allegations.
- (16) Licensees shall provide accurate information about their natural gas supplier services using plain language and common terms. Where new terms are used, such terms must be defined again using plain language: Information should be provided in a format which will allow for comparison of the various natural gas supply services offered and the prices charged for each type of service.
- (17) Licensees shall provide notification of the change in conditions of service, intent to cease operation as a natural gas supplier, explanation of denial of service, proper handling of deposits and proper handling of complaints in accordance with Commission regulations where applicable.
- (18) Licensees shall maintain the confidentiality of customers' historic payment information and right of access to their own load and billing information.

- (19) Licensees shall not discriminate in the provision of natural gas supply services as to availability and terms of service based on race, color, religion, national origin, sex, marital status, age receipt of public assistance income, and exercise of rights under the Consumer Credit Protection Act, 15 U. S. C. §§1691-1691f; Regulation B, 12 C.F.R. §§202-202.14.
- (20) Licensees will be responsible for any fraudulent deceptive or other unlawful marketing or billing acts performed by their agents or representatives. Licensee shall inform consumers of state consumer protection laws that govern the cancellation or rescission of natural gas supply service contracts. 73 P. S. §201-7.
- (21) The natural gas distribution company shall not give any affiliate or marketing division preference over a non-traditional affiliate in the provision of goods and services such as processing requests for information, complaints and responses to service interruptions. The natural gas distribution company shall provide comparable treatment without regard to a customer's chosen natural gas supplier.
- (22) No transaction between the natural gas distribution company and an affiliated natural gas supplier shall involve an anti-competitive cross-subsidy and all such transactions shall comply with applicable law.
- (23) Natural gas distribution company employees who have responsibility for operating the distribution system, including natural gas delivery or billing and metering, shall not be shared with an affiliated or divisional Supplier, and their offices shall be physically separated from the office(s) used by those working for the Supplier. Such natural gas distribution company employees may transfer to a Supplier provided such transfer is not used as a means to circumvent these interim standards of conduct. Any supplier shall have its own direct line management. Any shared facilities shall be fully and transparently allocated between the natural gas distribution company function and the Supplier function. The natural gas distribution company accounts and records shall be maintained such that the costs a Supplier incurs may be clearly identified.
- (24) (a) Neither the natural gas distribution company nor an affiliated or divisional Supplier may directly or by implication falsely and unfairly represent:

- that the Pa PUC jurisdictionally regulated services provided by the natural gas distribution company are of a superior quality when power is purchased from an affiliated or divisional Supplier; or
- that the merchant services (for natural gas) are being provided by the natural gas distribution company rather than an affiliated or divisional Supplier;
- that the natural gas purchased from a Supplier that is not an affiliate or division of the natural gas distribution company may not be reliably delivered;
- that natural gas must be purchased from an affiliate or divisional Supplier to receive Pa PUC jurisdictional regulated services.

(b) The natural gas distribution company shall not jointly market or jointly purchase its Pa PUC jurisdictional regulated services with the services of an affiliated or divisional Supplier. This prohibition includes prohibiting the natural gas distribution company from including bill inserts in its natural gas distribution company bills promoting an affiliated or divisional Supplier's services, and further precludes a reference or link from the natural gas distribution company's web-site to any affiliated or divisional supplier.

(c) When an affiliated or divisional Supplier markets or communicates to the public using the natural gas distribution company name or logo, it shall include a disclaimer that states:

(i) That the Supplier is not the same company as the natural gas distribution company; (2) that the prices of the Supplier are not regulated by the Pa PUC; and (3) that a customer does not have to buy natural gas or other products from the Supplier in order to receive the same quality service from the natural gas distribution company. When a Supplier advertises or communicates verbally through radio or television to the public using the natural gas distribution company name or logo, the Supplier shall include at the conclusion of any such communication a disclaimer that includes all of the disclaimers listed in this paragraph.

(25) The natural gas distribution company must: (a) make interstate capacity available for release, assignment, or transfer to its affiliated or divisional Supplier only through the interstate pipeline electronic bulletin boards and the competitive bidding procedures in place on those interstate systems; (b)

not give its affiliated or divisional Supplier any preference over non-affiliated or non-divisional Suppliers, or potential non-affiliated or non-divisional Suppliers, in matters relating to the assignment, release, or other transfer of the natural gas distribution company's capacity rights on interstate pipeline systems; and (c) not condition or tie its agreement to release, assign, or otherwise transfer interstate pipeline capacity to any agreement by a gas Supplier, customer or other third party relating to any service in which its marketing affiliate is involved.

RECEIVED

APR 04 2013

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

AFFIDAVIT

[Commonwealth/State] of NEW YORK :

ss.

County of ROCKLAND :

DAVID WANOUNOU, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CEO (Office of Affiant) of Alpha Gas and Electric (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That Alpha Gas and Electric, LLC, the Applicant herein, acknowledges that [Applicant] may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Alpha Gas and Electric, LLC, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.


That Alpha Gas and Electric, LLC, the Applicant herein, certifies to the Commission that it is subject to , will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Act of 1971 and any tax imposed by Chapter 22 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa. C.S. §506 (relating to the inspection of facilities and records).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.

That Alpha Gas and Electric, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa. C.S. §506, and the standards and billing practices of 52 PA. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Commission's Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.



Signature of Affiant

Sworn and subscribed before me this 6th day of February, 2013.



Signature of official administering oath

My commission expires 10/29/2016.

ELISHEVA SIMINS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6271299
Qualified in Rockland County
My Commission Expires October 29, 2016

AFFIDAVIT

[Commonwealth/State] of NEW YORK :

ss.

County of ROCKLAND :

DAVID WANOUNOU, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the CEO (Office of Affiant) of Alpha Gas and Electric (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That the Applicant herein Alpha Gas and Electric has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa. C.S. §2208(c)(1).

That the Applicant herein Alpha Gas and Electric has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Alpha Gas and Electric acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

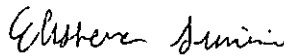
That the Applicant herein Alpha Gas and Electric acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.



Signature of Affiant

Sworn and subscribed before me this 6th day of February, 2013.



Signature of official administering oath

My commission expires 10/29/2016.

ELISHEVA SIMINS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01516271299
Qualified in Rockland County
My Commission Expires October 29, 2016

STATE OF NEW YORK
DEPARTMENT OF STATE

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



WITNESS my hand and official seal of the
Department of State, at the City of Albany, on
November 6, 2012.

A handwritten signature in black ink, appearing to read "Daniel E. Shapiro".

Daniel E. Shapiro
First Deputy Secretary of State

101019000 782
ARTICLES OF ORGANIZATION

OF

PAN AMERICAN ENERGY, LLC

Under Section 203 of the New York Limited Liability Company Law

ARTICLE I
NAME

The name of the limited liability company is: Pan American Energy, LLC

ARTICLE II
COUNTY

The county within this state in which the office of the limited liability company is to be located is Rockland County.

ARTICLE III
SERVICE OF PROCESS

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

45 Mariner Way
Monsey, New York 10952

ARTICLE IV
ORGANIZER

The name and mailing address of the Organizer is:

Mimi Sanik
25 Robert Pitt Drive, Suite 204
Monsey, NY 10952

/s/Mimi Sanik
Mimi Sanik, Organizer

101019000782

101019000 782

ARTICLES OF ORGANIZATION

OF

PAN AMERICAN ENERGY, LLC

Under Section 203 of the New York Limited Liability Company Law

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2010 OCT 19 2:18:21

Filed by:

Vcorp Services, LLC
25 Robert Pitt Drive, Suite 204
Monsey, New York 10952
Cust. Ref.#349701

STATE OF NEW YORK
DEPARTMENT OF STATE

FILED OCT 19 2010

TAX \$
BY: 103

DRAWDOWN ACCOUNT #HD

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FILED

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BUREAU OF BUSINESS TRUST FUND TAXES
PO BOX 280406
HARRISBURG PA 17128-0406

**CERTIFICATE OF REGISTRATION
SALES TAX LICENSE**

Account ID:..... 85321053
Notice Date:..... February 19, 2011
Notice Number:..... 463-360-511-021-4
Expiration Date:..... February 29, 2016

ALPHA GAS & ELECTRIC LLC
641 5TH ST
LAKEWOOD NJ 08701-2702

THIS LICENSE MUST BE PROMINENTLY DISPLAYED

This license authorizes the holder to collect Local and/or State Sales, Use and Hotel Occupancy Tax.

*- Always refer to the **Account ID** above in correspondence.*

This license is non-assignable and non-transferable.

RETAIN THIS PORTION FOR YOUR RECORDS

The Department received and processed your application for registration for a Sales Tax License. The license, attached above, must be prominently displayed in the location for which it was issued. The account number on this license is used by the Department to identify the account and must be included on all reports and correspondence. This account is registered to file on a **QUARTERLY** basis. However, the Department has the right to change filing frequency based on amount of tax remitted and will notify you in writing if a change in filing frequency is to be made.

On the back of this page, please find important information regarding payment of tax, change of address, cancellation of business and contact information.

Returns are to be filed whether or not taxable transactions occur. You must file and remit payments using one of the following electronic options:

- ❑ File tax returns and remit payments to the Department for Employer Withholding and Sales, Use and Hotel Occupancy Taxes online using e-TIDES (Electronic Tax Information Data Exchange System). e-TIDES is a free business tax filing system available to all registered account holders. Visit www.etides.state.pa.us to register for e-TIDES.
- ❑ TeleFile provides a fast and secure way to file Sales, Use and Hotel Occupancy Tax returns and remit payments by phone. To file returns and make payments using TeleFile, call, toll-free, 1-800-748-8299.
- ❑ Third party vendors approved by the Department to file Sales, Use and Hotel Occupancy Tax returns and remit payments through secure transmission can be found on the Revenue Web site. Visit www.revenue.state.pa.us to learn more about this electronic filing option.

IMPORTANT NOTICE

If you fail to file and pay Pennsylvania tax liabilities, the Department can refuse to issue, suspend or revoke your license pursuant to Section 208 (b.1) of Article II of the Tax Reform Code. Department enforcement agents have the authority to issue citations to people who sell or lease items subject to PA Sales Tax without a valid license. The penalties for making such sales can include a fine between \$300 and \$1,500 for each violation. In addition, the Department may publish the status and basis for revocation of your license.

CORPORATE STRUCTURE OF ALPHA GAS AND ELECTRIC, LLC.
EXHIBIT 2

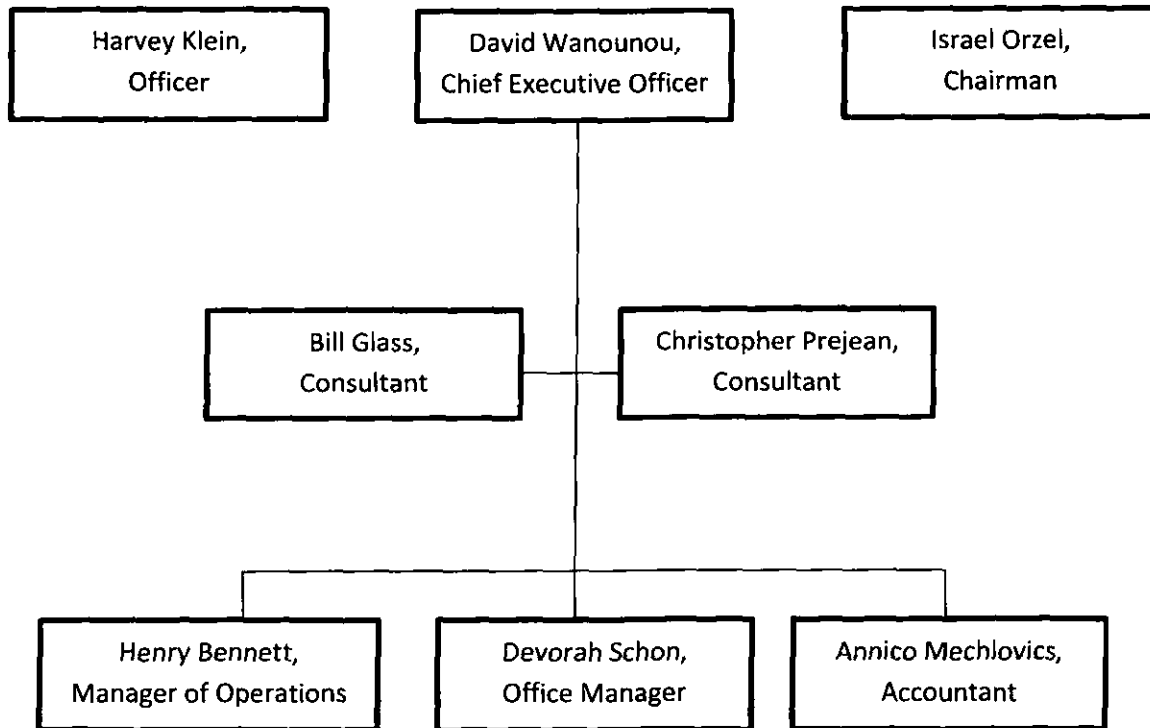


EXHIBIT 3

CONTACTS FOR CUSTOMER SERVICE AND COMPLAINTS

For customer service, Alpha Gas and Electric can be reached at:

Ph: 888-636-3749

Fax: 845-501-0633

info@alphagasandelectric.com

971 Route 45, Suite 202

Pomona, NY 10970

For complaints, please contact:

- **Devorah Schon, Office Manager**
845-810-0088 x 200
Devorah@alphagne.com

OR

- **Henry Bennett, Director of Operations**
845-810-0088 x 201
Henry@alphagne.com

January 23, 2013

Devorah Schon
Alpha Gas and Electric
12 College Rd, Suite 100
Monsey, NY 10952

Dear Devorah Schon:

We are pleased that Alpha Gas and Electric ("Alpha") is providing Natural Gas Supply Service on the distribution system of Columbia Gas of Pennsylvania, Inc. ("Columbia Gas").

Under Paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas, Alpha is required to provide to Columbia Gas a bond or other financial security instrument in an amount that Columbia Gas determines to be appropriate. We have determined that Alpha has satisfied this bonding and other financial security requirement to provide Natural Gas Supply Service to Columbia Gas customers. This was conditioned on the receipt of a deposit from Alpha in the amount of \$4,000. We are acknowledging receipt of such deposit, and through this letter, Columbia Gas is notifying Alpha that it currently meets Columbia Gas' bonding or other financial security instrument requirement under paragraph 2.4.5 of the Rules Applicable to Distribution Service section of the Tariff of Columbia Gas.

If the creditworthiness circumstances or Columbia Gas' exposure to Alpha change in the future, Columbia Gas might deem it appropriate to require Alpha to increase the deposit or provide a bond or other financial security instrument.

In the meantime, please feel free to contact me at 614-460-6841 if you have any questions now or in the future regarding the bond or other financial security instrument requirements of Columbia Gas.

Sincerely,



Michele Caddell
Manager, Supplier Services

KEY TECHNICAL PERSONNEL

1. David Wanounou
CEO
david@alphagne.com
845-810-0088 x 222
2. Harvey Klein
Officer
hklein@hikoenergy.com
845-406-9100 X 211
3. Israel Orzel
Chairman
iorzel@homeforadults.com
845-409-9100
4. Christopher Prejean
President of Enhanced Energy Services of America
Consultant, On Retainer
cprejean@enhancedenergyservices.com
281-302-5470 x 100
5. Bill Glass
Vice President of Enhanced Energy Services of America
Consultant, On Retainer
bglass@enhancedenergyservices.com
888-749-7200 x 106
6. Henry Bennett
Manager of Operations
henry@alphagne.com
845-810-0088 x 201
7. Devorah Schon
Office Manager
Devorah@alphagne.com
845-810-0088 x 200
8. Annico Mechlovics
Accountant
amech@hikoenergy.com
845-406-9100 x 207

OPERATION EXPERTISE

Alpha Gas and Electric, LLC is a current member of NYISO, and PJM. Alpha operates in NY and NJ, with licenses pending in PA.

BIOS OF ALPHA GAS AND ELECTRIC, LLC.'s OFFICERS AND CONSULTANTS

Harvey Klein, Officer

Harvey Klein is an officer of Alpha Gas and Electric. His responsibilities encompass investor development as well as identifying and analyzing opportunities for Alpha's strategic growth. Mr. Klein is a managing partner in a variety of other companies, including premium incentives, vending companies, and other real estate holdings. He is a vital member of the Alpha team. Mr. Klein applies his sound business acumen to cultivate and incorporate innovative strategies for Alpha's overall success.

Israel Orzel, Chairman

As Chairman and Managing Partner of Alpha Gas and Electric, LLC., Mr. Orzel is responsible for development, management, and capital marketing activities. Mr. Orzel is also the largest investor and president of Adult Care Management, which owns and operates eight adult care facilities in the Northeast. With over three decades of hands-on experience in the real estate and health care management industries, Mr. Orzel is well qualified to lead Alpha's executive management team.

David Wanounou, CEO

David brings his extensive operations experience to Alpha Gas and Electric, LLC. As Chief Operating Officer for IDT Energy, David was responsible for all aspects of serving energy customers, from oversight of initial sales channels, through enrollment and provision, and ongoing customer issue resolution. When David joined IDT Energy, they had 3,000 customers. He completed the acquisition of another ESCO, integrated the two companies, and spearheaded multiple campaigns using varied sales channels. In his first year, he grew the company to 125,000 customers, making IDT Energy the fastest-growing and largest residential ESCO in New York.

As a hands-on leader, David oversaw both the Regulatory and IT arms, directing the build-out of IDT Energy's custom computer system. He expanded IDTE's presence by acquiring licenses and approvals in multiple utilities and states. He also created and implemented policies and procedures to ensure compliance with the numerous regulations applicable in each jurisdiction.

Involvement in day-to-day operations gave him a keen awareness of what it takes to run a successful energy business. His problem-solving and analytical skills were honed by putting them into practical use, and he was responsible for not only much of IDT Energy's rapid growth, but its customer retention as well.

In his previous position as Executive Vice-President of Global Procurement for a Fortune 1000 company, David oversaw multiple projects and took a primary role in budget planning and cost monitoring, key parts of his responsibilities at Alpha Gas and Electric, LLC. He created a process for the purchasing lifecycle, negotiated all contracts such as software, maintenance and operational needs, and resold

excess inventory to ensure a favorable bottom line. Alpha Gas and Electric is confident in David's abilities to create and maintain a well-defined corporate infrastructure with a commitment to both customer satisfaction and profitability.

Christopher Prejean, /Contracted Consultant

Resume is attached

Bill Glass, /Contracted Consultant

Resume is attached

BILL GLASS

3 Schwab Lane • Houston, TX 77055
wcglass1970@gmail.com • 713.248.9828

QUALIFICATIONS PROFILE

Performance-driven, insightful **Energy Professional** with a proven ability to achieve and exceed all business-development and revenue-generation goals in high-pressure environments. A solid record of achievement through responsible financial trading positions and asset management.

PROFESSIONAL EXPERIENCE

ENHANCED ENERGY SERVICES

2009-PRESENT

VICE PRESIDENT RISK MANAGEMENT AND ELECTRIC OPERATIONS

I am responsible for the scheduling, forecasting and balancing of electric customers in PJM, NYISO and NEEPOOL. I am also responsible for developing and managing pricing models and risk management strategies for our customer in gas and electric on a daily basis. Currently managing risk for over 30BCF and 500,000 MWH annually.

GEMINI ENERGY

2006 – 2009

Consult on managing gas and electric assets, scheduling, risk for customers in NEPOOL, NYISO and PJM and developed relationships for retail and wholesale consumers of energy throughout all deregulated states in the U.S.

PLATINUM ENERGY RESOURCES - Houston, Texas

2004 – 2011

President OTC (PGRIU.OB)

I am a member of the board of directors in an advisory role to help with optimization and capitalization of our current production and assets.

MIECO INC – Houston, TX

2000 - 2003

Vice President of Gas Operations (2001 to 2003)

Head trader responsible for trading, profitability, physical operations and risk management for all regions. I was continually adapting the trading strategy to the ever changing market conditions. Collaborated with producers to assess individual financial situations and develop strategic solutions for hedging.

Manager of Natural Gas Trading - (2000 to 2001)

I served as key team member of the trading team services group, trading basis for all regions of the U.S. I established and maintained strong relationships with independent producers to continually help them with hedging and derivative strategies.

SOUTHERN COMPANY ENERGY MARKETING – Atlanta, GA

1996 - 2000

Senior Trader:

Continued...

Managed trading within options, spreads, basis, or outright futures presenting the best risk-reward opportunity. Possessed a clear understanding of the fundamentals of the market and what that may mean for a trade outcome. Determined the true drivers of price direction (i.e., supply-led, demand-led, or speculatively-led) and how those may potentially change or have changed over time.

Trader:

I managed front month positions and balance of strip positions for the Northeast, Midwest and Gulf Coast financial basis desks for both gas and power. I worked with physical desks to evaluate risk reward opportunities within the scope of the risk parameters.

Key Accomplishment:

- Executed an effective, profitable trading strategy within several regions of trading. This allowed me to trade in several regions including Midwest, Northeast, Gulf coast and Gas daily desks.
- Key member of the East trading desk that achieved 20 million dollars of profitability in 1998 the first full year of trading. Contributed 3 million dollars of profitability in 1999 as the sole trader of the Gulf Coast region financial trading.

ENRON CAPITAL AND TRADE - Houston, TX

1995 - 1996

Risk Management Specialist:

Managed daily position reports, p/l calculations, verified trades and risk tolerances and reported those results to desk director.

FIRST INTERSTATE BANK - Houston, TX

1994 - 1995

Credit Risk Analyst

Reviewed portfolios of potential customers with balance sheets of 5 to 15 million dollars for potential default risks and reported those findings to the Risk managers as well as the loan officer.

TRANSAMERICA MUTUAL FUNDS - Houston, TX

1994

Mutual Fund Analyst

Calculated daily NAV and reported cash flows from redemptions and investments to the portfolio manager on a daily basis.

EDUCATION AND CREDENTIALS

Bachelor of Business Administration, Finance (12/1993)

Texas A&M University – College Station, Texas

Bachelor of Business Administration, Accounting (12/1993)

Texas A&M University – College Station, Texas

CHRISTOPHER A. PREJEAN

EXPERIENCE:

- Oct. 2010 - present* **Enhanced Energy Services of America, LLC** Sugar Land, TX
President & Trusted Advisor
- Consult for various third party marketers demonstrating new market opportunities,
 - Develop and implement electricity operations and management consulting services to Energy Services Company's (ESCO's) in NYISO, PJM, NE-ISO, and MISO);
 - Develop and implement electricity operationsenergy management consulting services to end-user clients (NY, NJ, TX, OH, MI, MD, MO, KS);
 - Develop and implement natural gas operations and management services to markets along the eastern seaboard (NJ, NY, MD, DC, OH, NC, FL, PA, IL);
 - Implement Energy Consulting Service agreements to market aggregators and end-user clients;
 - Create pricing solutions and hedging strategies tailored to clients' needs;
 - Consistently increase client base and revenue.
- Aug. 2005 – Oct. 2010* **BBPC, LLC d/b/a "Enhanced Energy Services"** Sugar Land, TX
Vice President – Energy Services
- Develop and implement electricity and energy management consulting services to end-user clients (NY, NJ, TX, OH, MI, MD, MO, KS);
 - Develop and implement natural gas operations and management services to markets along the eastern seaboard (NJ, NY, MD, DC, OH, NC, FL);
 - Implement Energy Consulting Service agreements to market aggregators and end-user clients;
 - Create pricing solutions and hedging strategies tailored to clients needs;
 - Consistently increase client base and revenue.
- Feb. 2001 – Aug. 2005* **Quantum Gas & Power Services, Ltd.** Houston, TX
Director – Energy Management Consulting
- Develop and implement electricity and energy management consulting services to end-user clients (NY, NJ, TX, OH, MI, MD, MO, KS);
 - Develop and implement natural gas operations and management services to markets along the eastern seaboard (NJ, NY, MD, DC, OH, NC, FL);
 - Implement Energy Consulting Service agreements to market aggregators and end-user clients;
 - Create pricing solutions and hedging strategies tailored to clients needs;
 - Consistently increase client base and revenue.
- Mar. 1998 – Jan. 2001* **Perry Gas Companies, Inc.** Houston, TX
Manager – Natural Gas Marketing
- Invoiced over \$4.3 million per month to Industrial and National accounts;
 - Developed and implemented natural gas marketing along the eastern seaboard (CT, NJ, NY, MD, DC, NC, FL, GA);
 - Traded market area supply along Texas-Eastern Transmission (TETCO); Transcontinental Gas Pipeline (TRANSCO); Florida Gas Transmission (FGT); Columbia Gas (TCO);
 - Created pricing and hedging strategies tailored to clients needs;
 - Developed and consistently increased client base (Wholesale/Industrial/Commercial).
- Dec. 1996 – Mar. 1998* **Texas-Ohio Gas, Inc.** Houston, TX
Senior Marketing Representative
- Invoiced over \$2.5 million per month to Industrial accounts;
 - Delivered over 900,000 MMBtu per month to multi-million dollar accounts;
 - Designed and presented energy packages targeted to clients needs;
 - Consistently increased client base.
- Dec. 1995 – Dec. 1996* *Director, Commercial Marketing*
- Responsible for developing all commercial marketing efforts in Northeast markets;
 - Supervised three gas marketing teams (totaling 12 members);
 - Analyzed tariffs and developed new markets due to ongoing deregulation;
- 1422 FOREST BROOK • SUGAR LAND, TEXAS 77479 • (713) 725-0777 (cell)
EMAIL: cprejean@enhancedenergyservices.com

CHRISTOPHER A. PREJEAN

- Managed daily nominations/balancing between various LDC's;
- Consistently increased client base.

June 1994 – Dec. 1995

Natural Gas Marketing Representative

- Marketed natural gas to commercial and industrial end-user customers in New Jersey and New York,
- Conducted in-person and telephone presentations reviewing on energy cost analysis for end-user clients.

EDUCATION:

The University of Houston – Downtown

Bachelor of Business Administration, Spring 1994

State of New Jersey



Board of Public Utilities

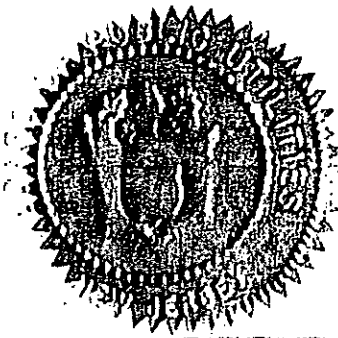
44 S. Clinton Ave., Suite 350, Trenton, New Jersey 08625

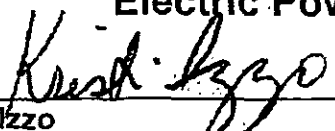
HEREBY LICENSES

Alpha Gas & Electric, LLC
641 5th Street
Lakewood, New Jersey 08701

To conduct business in the State of New Jersey as an

Electric Power Supplier




Kristi Izzo
Secretary of the Board

License No.	ESL- 0106
Effective Date:	October 4, 2012
Expiration Date:	October 3, 2013

State of New Jersey



Board of Public Utilities

44 S. Clinton Ave., P.O. Box 350, Trenton, New Jersey 08625

HEREBY LICENSES

Alpha Gas & Electric, LLC

641 5th Street

Lakewood, New Jersey 08701

To conduct business in the State of New Jersey as a

Gas Supplier

Kristi Izzo

Kristi Izzo
Secretary of the Board



License No.	GSL- 0106
Effective Date:	October 4, 2012
Expiration Date:	October 3, 2013

PENNSYLVANIA PUBLIC UTILITY COMMISSION

IN THE MATTER OF THE APPLICATION OF: A-2011-2254554

Alpha Gas & Electric, LLC to begin to offer, render, furnish or supply electricity or electric generation services as a supplier to residential, small commercial (25 kw and under demand), large commercial (over 25kW demand), and industrial customers in the service territories of West Penn Power, Duquesne Light, Met-Ed, Penelec, Penn Power, PECO Energy company, PPL Electric Utilities, UGI Utilities Inc. and Pike County Light and Power Company within the Commonwealth of Pennsylvania.

EFFECTIVE DATE: October 31, 2011

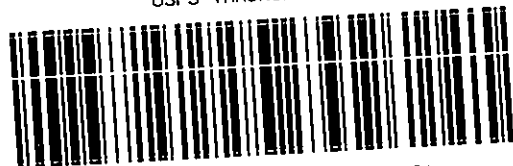
The Pennsylvania Public Utility Commission hereby certifies that after an investigation and/or hearing, it has, by its report and order made and entered, found and determined that the granting of the application is necessary or proper for the service, accommodation, convenience and safety of the public and hereby issues to the applicant this LICENSE FOR ELECTRIC GENERATION evidencing the Commission's approval.

In Witness Whereof, The PENNSYLVANIA PUBLIC UTILITY COMMISSION has caused these presents to be signed and sealed, and duly attested by its Secretary at its office in the city of Harrisburg this 31st day of October, 2011.


Secretary

Gas and Electric, LLC.
Route 45, Suite 202
Pomona, NY 10970

USPS TRACKING NUMBER

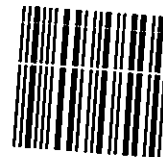


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