

**Jennifer Gorga Capone**  
jcapone@bmg.law

August 28, 2020

**VIA FEDERAL EXPRESS**

Hon. Rosemary Chiavetta, Secretary  
Pennsylvania Public Utility Commission  
400 North Street  
Harrisburg, PA 17120

**RECEIVED**

**AUG 28 2020**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**Re: Docket No. A-2011-2277881; EGS License No. A-2011-228871  
Updated Electric Generation Supplier Contract (Residential)  
  
Natural Gas Supplier License No. A-125125  
Updated Natural Gas Supplier Contract (Residential)**

Dear Secretary Chiavetta:

Agway Energy Services, LLC ("Agway") is a licensed electrical generation supplier ("EGS") in the Commonwealth of Pennsylvania. Agway applied for an EGS license in 2011 and the Pennsylvania Public Utility Commission ("Commission") opened Docket No. A-2011-2277881 for that purpose. The Commission granted Agway an EGS license in April 2012 and designated Agway's EGS license number as A-2011-2277881.

Agway is also a licensed natural gas supplier in the Commonwealth of Pennsylvania. The Commission granted Agway a Natural Gas Supplier license and designated Agway's license number as A-2011-2277881.

Pursuant to Ordering Paragraph 5 of the Commission's Final Rulemaking Order (L-2017-2628991) entered February 27, 2020, the final EGS disclosure regulations will become effective on September 30, 2020. Agway hereby respectfully submits for the Commission's review its Electric Generation Supplier Contract (Residential), as well as its Natural Gas Supplier Contract, which have been updated to comply with said regulations.

Please do not hesitate to contact Patricia Robinson, Director, Agway Energy Services, LLC Accounting and Operations at (315) 459-6504, should you have any questions.

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Respectfully submitted,

*/s/ Jennifer Gorga Capone*

Jennifer Gorga Capone

Enclosures

**Natural Gas Supplier Contract Summary – Residential**

«ACCOUNT\_NAME»

<p>Natural Gas Supplier Information</p>	<p><b>Agway Energy Services, LLC</b>                  PO Box 4819                  Syracuse NY 13221-4819                  Tel. No. 1-888-982-4929                  Fax: (315) 459-6545  <a href="http://www.agwayenergy.com">www.agwayenergy.com</a>                  PA PUC License # A-125125                  Agway Energy Services (Agway) is responsible for gas commodity/supply charges.</p>
<p>Price Structure</p> <p style="text-align: center;"><b>RECEIVED</b></p> <p style="text-align: center;">AUG 28 2020</p> <p style="text-align: center;">PA PUBLIC UTILITY COMMISSION                  SECRETARY'S BUREAU</p>	<p>The <b>natural gas</b> variable price shall be set each month at Agway's discretion and 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 Agway's costs, expenses (including, without limitation, those expenses relating to its EnergyGuard™ program) and margins. The monthly variable price will be communicated to you in your invoice from your Natural Gas Distribution Company (NGDC). <b>There is no limit on how much the variable rate can change from one billing cycle to the next.</b></p>
<p>Natural Gas Supply Price</p>	<p>You will receive an estimated variable rate of \$«GAS_PRICE» per «GAS_UOM» for natural gas for a minimum of 30 days. If your utility billing cycle is less than 30 days, you will receive the estimated variable rate for two billing cycles. Thereafter a monthly variable rate will apply.</p>
<p>Statement Regarding Savings</p>	<p>Participation in this program is NOT a guarantee of future savings.</p>
<p>Deposit Requirements</p>	<p>Agway does not assess security deposits.</p>
<p>Incentives</p>	<p>EnergyGuard™ Repair Program</p>
<p>Contract Start Date</p>	<p>Your natural gas service with Agway will begin on a date set by your NGDC.</p>
<p>Contract Duration/Length</p>	<p>The Initial Term is one month and continues on a month-to-month basis until cancelled.</p>
<p>Cancellation/Early Termination Fees</p>	<p>There is no early termination/cancellation fee for variable rate service.</p>
<p>End of Contract</p>	<p>This agreement will renew on a month to month basis at a variable rate methodology until terminated by either party.</p>

- Service.** This agreement is between Agway Energy Services, LLC ("Agway") and the undersigned customer ("Customer") under which Customer will be enrolled as a natural gas supply customer of Agway (the "Agreement"). The Agreement includes the Cover Letter and any approved addenda. Subject to the terms and conditions of this Agreement, Agway agrees to sell and cause to be delivered, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Agway, necessary to meet Customer's requirements based upon consumption data obtained by Agway or the delivery schedule of the Natural Gas Distribution Company (NGDC). We at Agway are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-125125. Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution or delivery prices and services. The amount of natural gas delivered under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Agway or the delivery schedule of the NGDC. Agway is not affiliated with your natural gas distribution company. Your NGDC will continue to deliver the natural gas supplied by Agway.
- Definitions.** Commodity charges are the charges for basic gas supply service which is sold either by volume (ccf or mcf) or heating value (dekatherms).
- Right of Rescission.** A residential Customer may rescind this Agreement before midnight of the 3<sup>rd</sup> business day after receipt of this disclosure, by calling Agway 1-888-982-4929, in writing at the address below or electronically at [www.agwayenergy.com](http://www.agwayenergy.com).
- Term.** Customer will buy their natural gas from Agway beginning on the date set by the NGDC and will continue on a month to month basis until cancelled by either the Customer or Agway. See Section 6 for information on how to cancel this Agreement.
- Price.** Customer will receive an estimated variable rate of \$«GAS\_PRICE»/«GAS\_UOM» for a minimum of 30 days. If your utility billing cycle is less than 30 days, you will receive the estimated variable rate for two billing cycles. Thereafter, a monthly variable rate will apply. All natural gas sold under this Agreement shall be sold at a variable price. The variable price shall be set each month at Agway's discretion and 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 including estimated Total State Taxes but excluding applicable state and local Sales Tax, fees, charges or other assessments and Agway's costs, expenses (including, without limitation, those expenses relating to its EnergyGuard™ program) and margins. This

price will be calculated for each meter each month, depending upon factors such as changes in wholesale energy prices, or other variables listed above, and so the price for each meter, even for the same customer, are likely to be different each month. All charges will be included in our monthly, per therm/ccl/mcf charge. The monthly variable price will be communicated to you in your invoice from your Natural Gas Distribution Company (NGDC). **There is no limit on how much the variable rate can change from one billing cycle to the next. Historical prices are not indicative of present or future prices.** To obtain historical average billed prices, please contact us at 1-888-982-4929 or visit [www.agwayenergy.com](http://www.agwayenergy.com).

6. **Cancellation Provisions.** Either party may cancel or terminate this Agreement at any time and for any reason. Customer may cancel this Agreement by contacting Agway using the contact information in Section 24. Agway may cancel this Agreement after giving Customer 30 days' written notice. This notice may be provided electronically to Customer if Customer consents to electronic communication.
  7. **Penalties, Fees, and Exceptions.** **There is no termination fee or penalty for cancellation of this Agreement.**
  8. **Agency.** Customer hereby designates Agway as agent to: (a) arrange and administer contracts and service agreements between Customer and Agway 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 NGDC 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 Agway to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the term of this Agreement. Agway 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 NGDC and in response to information provided by the NGDC. The Sales Points for the natural gas supplies provided under this Agreement will be a point or points located outside the State of Pennsylvania as selected from time to time by Agway to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the NGDC. Agway 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.
  9. **Title.** Customer and Agway agree that title to, control of, and risk of loss to the natural gas supplied by Agway under this Agreement will transfer to Customer at the Sales Point(s).
  10. **Measurement.** The measurement of the quantity of natural gas delivered under this Agreement shall be determined by the meter readings performed by your NGDC.
  11. **Billing and Payment.** Unless otherwise agreed to, the natural gas supply delivered pursuant to this Agreement shall be billed by your NGDC and such charges will appear on your regular monthly bill from your NGDC. With certain NGDCs, for specific customer categories, Customer may receive invoices from Agway for only the commodity supply portion separately. If you fail to pay Agway charges on your bill from your NGDC, your NGDC may terminate your natural gas service for non-payment.
  12. **Incentives.** Customer is eligible for, and will receive service under the Agway EnergyGuard™ program when Customer begins receiving their natural gas supply from Agway and according to the EnergyGuard terms and conditions, which are separate from this Agreement. Customer should refer to the EnergyGuard brochure for the terms and conditions and details on this incentive. Agway will notify the Customer if the terms and conditions of the EnergyGuard program are updated or otherwise changed at least thirty (30) days in advance of any such change. Customer may terminate this Agreement without penalty if the proposed changes to the EnergyGuard program are unacceptable. If Customer terminates this commodity Agreement with Agway, Customer will no longer receive the benefits of the Agway EnergyGuard program.
  13. **Dispute Resolution.** In the event of a disagreement involving Agway's service hereunder, the parties will use their best efforts to resolve the dispute. If Customer is not satisfied following discussion with Agway, Customer may contact the Pennsylvania Public Utility Commission. A dispute or complaint relating to a residential customer may be submitted by Customer at any time to the Pennsylvania Public Utility Commission's Bureau of Consumer Services by calling 1-800-692-7380
  14. **Liability.** In no event will either Agway 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.
  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 Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to application of its conflicts of laws principles.
  16. **No Warranties.** Unless otherwise expressly set forth in this Agreement, Agway provides, and Customer receives, no warranties, express or implied, statutory, or otherwise and Agway specifically disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.
  17. **Force Majeure.** The term "Force Majeure" as used in this Agreement shall mean any act or cause not reasonably within the control of Agway and which, by the exercise of due diligence, Agway is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a "Force Majeure" by your NGDC or any transportation or transmitting entity. If Agway is rendered unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, it shall give immediate notice, to the maximum extent practicable, in writing and provide reasonably full particulars to Customer. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and Agway shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. If Agway claims suspension of obligations, it must in good faith attempt to mitigate and/or terminate the Force Majeure.
  18. **Taxes.** 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 Customer's performance of its obligations under this Agreement, shall be paid by Customer.
  19. **Assignment.** The Customer may not assign its interest or obligations under this Agreement without the written consent of Agway. Agway may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. Agway may assign this Agreement to another natural gas supplier, natural gas services company, or other entity with 30 days prior written notice to Customer. If Agway assigns this Agreement, the terms and conditions of this Agreement will remain unchanged.
  20. **Authorization.** Customer authorizes Agway to obtain and review the following information from your NGDC: consumption history; billing determinants; and NGDC account number. This information may be used by Agway for any appropriate purpose in providing natural gas service to the 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 Agway. Customer also consents to Agway sharing customer data with third-party representatives when sharing such information is necessary to provide the supply of natural gas, electricity, and/or EnergyGuard™ services. This authorization will remain in effect as long as Customer is served by Agway. Customer may rescind this authorization at any time by providing written notice thereof to Agway or by calling Agway at 1-888-982-4929. Agway reserves the right to cancel this Agreement in the event Customer rescinds the authorization.
  21. **Regulatory Changes.** The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein. 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, Agway shall have the right to either: 1) terminate this Agreement; or, 2) modify this Agreement to reflect such Regulatory Change by providing two separate written notices of such modification.
  22. **Entire Agreement.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, proposals, understandings, representations and oral or written agreements with respect to the subject matter hereof. Subject to Agway's rights, as set forth in this Agreement, to unilaterally change prices for each Renewal Term and to unilaterally modify this Agreement to reflect a Regulatory Change, this Agreement may only be amended by a writing executed by both parties, and provisions herein may only be waived by Agway in writing.
  23. **Agreement Expiration/Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever Agway proposes to change the terms of service, you will receive two separate written notifications, the first approximately sixty (60) to seventy-five (75) days in advance and the second forty-five (45) days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.
  24. **Contact Information.** Customer may contact Agway Energy Services Customer Contact Center at 1-888-982-4929, Monday through Friday 8:00 a.m. - 4:30 p.m. EST (contact center hours are subject to change). Customer may write to Agway Energy Services at: PO Box 4819, Syracuse, New York 13221 or visit [www.agwayenergy.com](http://www.agwayenergy.com). For inquiries and information regarding Natural Gas Suppliers and the Competitive Retail Energy Market, contact the Pennsylvania Public Utility Commission's toll-free number at 1-800-692-7380 or visit their web site at [www.PaGasSwitch.com](http://www.PaGasSwitch.com). You can also visit the Pennsylvania Office of Consumer Advocate at [www.oaca.state.pa.us](http://www.oaca.state.pa.us).
- a. **Emergency Service Contacts.** Your NGDC will respond to emergencies. Your NGDC is «UtilityName» located at «UTILITY\_ADDRESS» and their customer service telephone number is «CustomerService». In the event of a natural gas or other emergency, please use the following number to directly contact «UtilityName»: «Utilities\_Emergency\_Phone».

**Electric Generation Supplier Contract Summary – Residential «ACCOUNT NAME»**

Electric Generation Supplier Information	<p><b>Agway Energy Services, LLC</b>                  PO Box 4819                  Syracuse, NY 13221-4819                  Tel. No.: 1-888-982-4929                  Fax: (315) 459-6545  <a href="http://www.agwayenergy.com">www.agwayenergy.com</a>                  PA PUC License #A-2011-2277881                  Agway Energy Services (Agway) is responsible for generation charges.</p>
Price Structure	<p>The <b>Electric Variable Rate</b> shall be set each month at Agway’s discretion and reflect the cost of electricity acquired by Agway from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges, renewable energy compliance charges and other market-related factors, plus all applicable taxes, fees, charges or other assessments and Agway’s costs, expenses (including, without limitation, those expenses relating to its EnergyGuard™ program) and margins. The underlying costs are a derivative of the PJM market. The monthly variable price will be communicated to you in your invoice from your Electric Distribution Company (EDC). <b>There is no limit on how much the variable rate can change from one billing cycle to the next.</b></p>
Generation/Supply Price	<p>You will receive an estimated variable rate of \$«ELEC_PRICE» per «ELEC_UOM» for electricity for a minimum of 30 days. If your utility billing cycle is less than 30 days, you will receive the estimated variable rate for two billing cycles. Thereafter a monthly variable rate will apply.</p>
Statement Regarding Savings	<p>Participation in this program is NOT a guarantee of future savings.</p>
Deposit Requirements	<p>Agway does not assess security deposits.</p>
Incentives	<p>EnergyGuard™ Repair Program</p>
Contract Start Date	<p>Your service with Agway will begin on a date set by your EDC.</p>
Contract Term/Length	<p>The Initial Term is one month and continues on a month to month basis until cancelled.</p>
Cancellation/Early Termination Fees	<p>There is no early termination/cancellation fee for Variable Rate service.</p>
Renewal Terms	<p>This agreement will renew on a month to month basis at a variable rate methodology until terminated by either party.</p>
Electric Distribution Company Information	<p>Your EDC is «UtilityName» and they are responsible for distribution charges as well as any emergencies or outages. Their emergency telephone number is «Utility Emergency Phone ».</p>

1. **Service.** This is an agreement between Agway Energy Services, LLC (“Agway”) and the undersigned customer (“Customer”) under which Customer will be enrolled as an electric generation supply customer of Agway (the “Agreement”). The Agreement includes the Cover Letter and any approved addenda. Subject to the terms and conditions of this Agreement, Agway agrees to sell and cause to be delivered, and Customer agrees to purchase and accept, Customer’s full requirements of electricity for the location(s) listed herein, as estimated by Agway, acquired by Agway from a variety of third party sources. Agway is not affiliated with your Electric Distribution Company (“EDC”). Your EDC will continue to deliver the energy supplied by Agway. We at Agway are licensed by the Pennsylvania Public Utility Commission to offer and supply electric generation services in Pennsylvania. Our PUC license number is A-2011-2277881. We set the generation prices and charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.
2. **Definitions.** Generation price refers to the charge for production of electricity. Transmission price refers to the charge for moving high voltage electricity from a generation facility to the distribution lines of an EDC.
3. **Right of Rescission.** A residential Customer may rescind this Agreement before midnight of the 3<sup>rd</sup> business day after receipt of this disclosure, by calling Agway 1-888-982-4929, in writing at the address below or electronically at [www.agwayenergy.com](http://www.agwayenergy.com).

4. **Term.** Customer will buy their electricity from Agway beginning on the date set by the EDC and will continue on a month to month basis.
5. **Price.** Customer will receive an estimated variable rate of  $\$ \times \text{ELEC\_PRICES} / \times \text{ELEC\_UOM}$  for a minimum of 30 days. If Customer's utility billing cycle is less than 30 days, Customer will receive the estimated variable rate for two billing cycles. Thereafter, a monthly variable rate will apply. All electricity sold under this Agreement shall be sold at a variable price. The variable price will be calculated by Agway, at Agway's discretion, on a customer specific basis each billing cycle and will include all of the costs incurred in providing service to customer, including the following: electricity acquired by Agway from all sources (including energy, capacity, settlement, ancillaries), transmission and distribution charges (if applicable), renewable energy compliance charges, other market-related charges, plus all applicable taxes including Gross Receipts Tax and estimated Total State Taxes but excluding applicable state and local Sales tax, fees, charges or other assessments and Agway's costs, expenses (including, without limitation, those expenses relating to its EnergyGuard™ program) and margins. The underlying costs are a derivative of the PJM market (PJM Interconnection, LLC is a regional transmission organization that coordinates the movement of wholesale electricity in all or parts of 13 states, including Pennsylvania). This price will be calculated for each meter each month, depending upon factors such as changes in wholesale energy prices, or other variables listed above, and so the price for each meter, even for the same customer, are likely to be different each month. All charges will be included in our monthly, per kWh charge. If you are purchasing our GreenChoice™ product, you are agreeing to purchase a product that is supported by 100% renewable energy credits ("RECs") that Agway purchases and retires in an amount sufficient to match your electricity consumption. **There is no limit on how much the variable rate can change from one billing cycle to the next. Historical prices are not indicative of present or future prices.** To obtain historical average billed prices, please contact us at 1-888-982-4929 or [www.agwayenergy.com](http://www.agwayenergy.com).
6. **GreenChoice™.** If the Customer is purchasing Agway's GreenChoice™ product, the Customer is agreeing to purchase a product that is supported by 100% renewable energy credits ("RECs") that Agway purchases and retires in an amount sufficient to match the Customer's electricity consumption. Agway's costs associated with the RECs shall be included in the monthly variable rate price and will cause the variable rate for the GreenChoice™ product to be higher than the variable rate for Agway's non-GreenChoice™ electricity product.
7. **Cancellation Provisions.** Either party may cancel or terminate this Agreement at any time and for any reason. Customer may cancel this Agreement by contacting Agway using the contact information in Section 24. Agway may cancel this Agreement after giving Customer 30 days' written notice. This notice may be provided electronically to Customer if Customer consents to electronic communication.
8. **Penalties, Fees, and Exceptions.** **There is no termination fee or penalty for cancellation of this Agreement.**
9. **Agency.** Customer hereby designates Agway as agent to: (a) arrange and administer contracts and service agreements between Customer and Agway and those entities, including PJM, engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including your EDC for the delivery of electricity to the EDC which is the interface between PJM and the and the Customer's end-use premises. Agway as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by your EDC and in response to information provided by your EDC. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.
10. **Title.** Customer and Agway agree that title to, control of, and risk of loss to the electricity supplied by Agway under this Agreement will transfer to Customer at the Sales Point(s).
11. **Measurement.** The measurement of the quantity of electricity delivered under this Agreement shall be determined by the meter readings performed by your EDC.
12. **Billing and Payment.** Unless otherwise agreed to in writing, the electric generation supply delivered pursuant to this Agreement shall be billed by your EDC and such charges will appear on your regular monthly bill from your EDC. If you fail to pay Agway charges on your bill from your EDC, your EDC may terminate your electric service for non-payment.
13. **Incentives.** Customer is eligible for, and will receive service under the Agway EnergyGuard™ program when Customer begins receiving their electricity supply from Agway and according to the EnergyGuard terms and conditions, which are separate from this Agreement. Customer should refer to the EnergyGuard brochure for the terms and conditions and details on this incentive. Agway will notify the Customer if the terms and conditions of the EnergyGuard program are updated or otherwise changed at least thirty (30) days in advance of any such change. Customer may terminate this Agreement without penalty if the proposed changes to the EnergyGuard program are unacceptable. If Customer terminates this commodity Agreement with Agway, Customer will no longer receive the benefits of the Agway EnergyGuard program.
14. **Dispute Resolution.** In the event of a disagreement involving Agway's service hereunder, the parties will use their best efforts to resolve the dispute. If Customer is not satisfied following discussion with Agway, Customer may contact the Pennsylvania Public Utility Commission. A dispute or complaint relating to a residential customer may be submitted by Customer at any time to the Pennsylvania Public Utility Commission's Bureau of Consumer Services by calling 1-800-692-7380.
15. **Liability.** In no event will either Agway 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.
16. **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 Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to application of its conflicts of laws principles.
17. **No Warranties.** Unless otherwise expressly set forth in this Agreement, Agway provides, and Customer receives, no warranties, express or implied, statutory, or otherwise and Agway specifically disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability or fitness for a particular purpose.
18. **Force Majeure.** The term "Force Majeure" as used in this Agreement shall mean any act or cause not reasonably within the control of Agway and which, by the exercise of due diligence, Agway is unable to prevent or overcome, including but not limited to, any act or cause which is deemed a "Force Majeure" by your EDC or any transportation or transmitting entity. If Agway is rendered unable, wholly or in part, by Force Majeure to perform or comply with any obligations or conditions of this Agreement, it shall give immediate notice, to the maximum extent practicable, in writing and provide reasonably full particulars to Customer. Such obligations or conditions, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, and Agway shall be relieved of liability and shall suffer no prejudice for failure to perform the same during the period. If Agway claims suspension of obligations, it must in good faith attempt to mitigate and/or terminate the Force Majeure.
19. **Taxes.** 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 Customer's performance of its obligations under this Agreement, shall be paid by Customer.
20. **Assignment.** The Customer may not assign its interest or obligations under this Agreement without the written consent of Agway. Agway may sell, transfer, pledge, or assign the accounts, revenues, and proceeds hereof in connection with any financial agreement. Agway may assign this Agreement to another energy generation supplier, energy services company, or other entity with 30 days prior written notice to Customer. If Agway assigns this Agreement, the terms and conditions of this Agreement will remain unchanged.
21. **Authorization.** Customer authorizes Agway to obtain and review the following information from your EDC: consumption history; billing determinants; and utility account number. This information may be used by Agway to determine whether it will commence and/or continue to provide electricity 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 Agway. Customer also consents to Agway sharing customer data with third-party representatives when sharing such information is necessary to provide the supply of natural gas, electricity, and/or EnergyGuard™ services. This authorization will remain in effect as long as Customer is served by Agway. Customer may rescind this authorization at any time by providing written notice thereof to Agway or by calling Agway at 1-888-982-4929. Agway reserves the right to cancel this Agreement in the event Customer rescinds the authorization.
22. **Regulatory Changes.** The parties' obligations under this Agreement are subject to any validly issued present and future legislation, orders, rules, or regulations of a duly constituted governmental authority having jurisdiction over this Agreement or the services to be provided herein. 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, Agway shall have the right to either: 1) terminate this Agreement; or, 2) modify this Agreement to reflect such Regulatory Change by providing two separate written notices of such modification.
23. **Entire Agreement.** This Agreement is binding upon the parties hereto and their respective successors and legal assigns. This Agreement contains the entire agreement between the parties and supersedes all prior negotiations, proposals, understandings, representations and oral or written agreements with respect to the subject matter hereof. Subject to Agway's rights, as set forth in this Agreement, to unilaterally change prices for each month and to unilaterally modify this Agreement to reflect a Regulatory Change, this Agreement may only be amended by a writing executed by both parties, and provisions herein may only be waived by Agway in writing.
24. **Agreement Expiration/Change in Terms.** If you have a fixed term contract approaching the expiration date, or whenever Agway proposes to change the terms of service in any type of contract, you will receive two separate written notifications that precede either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward.
25. **Contact Information.** Customer may contact Agway Energy Services Customer Contact Center at 1-888-982-4929, Monday through Friday 8:00 a.m. - 4:30 p.m. EST (contact center hours subject to change). Customer may write to Agway Energy Services at: PO Box 4819, Syracuse, New York 13221 or visit [www.agwayenergy.com](http://www.agwayenergy.com). For inquiries and information regarding Electric Generation Suppliers and the Competitive Retail Energy Market, contact the Pennsylvania Public Utility Commission's toll-free number at 1-800-692-7380 or visit their web site at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com). Customer may write to the PA PUC at 400 North Street, Harrisburg, PA 17120 or visit [www.puc.pa.gov](http://www.puc.pa.gov).
  - a. **Emergency Service Contacts.** Your EDC will respond to emergencies. Your EDC is «UTILITY\_NAME» located at «UTILITY\_ADDRESS» and their customer service telephone number is «CUSTOMER\_SERVICE». In the event of an electric power outage or other emergency please use the following number to directly contact «UTILITY\_NAME»: «UTILITY\_EMERGENCY\_PHONE». The Universal Service – Customer Assistance Program phone number is «UTILITY\_CAP\_PHONE».

ORIGIN ID:JVIA (908) 753-8300  
ANNA SULLIVAN

222 MOUNT AIRY ROAD  
SUITE 200  
BASKING RIDGE, NJ 07920  
UNITED STATES US

SHIP DATE: 28AUG20  
ACTWGT: 0.25 LB  
CAD: 5099813/NET4280

BILL SENDER

566.02770916766

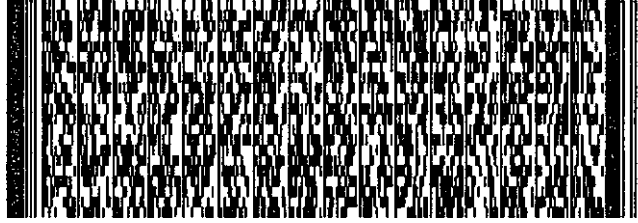
TO HON. ROSEMARY CHIAVETTA, SECRETARY  
PENNSYLVANIA PUBLIC UTILITY COMMISS  
400 NORTH STREET

HARRISBURG PA 17120

(908) 753-8300  
INV.  
PO

REF: 000032/16163

DEPT:



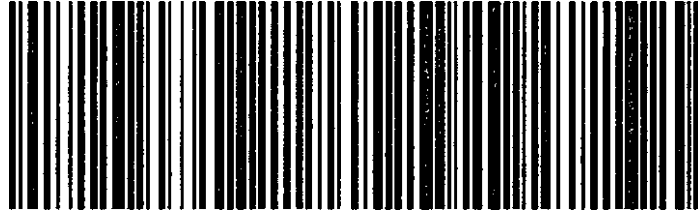
MON - 31 AUG 3:00P

STANDARD OVERNIGHT

TRK# 7713 9113 0802  
0201

SH MDTA

17120  
PA-US MDT



**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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