

Stevens & Lee

17 N. Second Street, 16th Floor
Harrisburg, PA 17101
www.stevenslee.com

Direct Dial: (717) 255-7365
Email: michael.gruin@stevenslee.com
Direct Fax: (610) 988-0852

June 15, 2021

DATE OF DEPOSIT

VIA FEDERAL EXPRESS

Secretary Rosemary Chiavetta
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**Re: Application of Catalyst Power & Gas, LLC for Approval to Offer, Render, Furnish
or Supply Natural Gas Supply Services as a Supplier
Docket No. A-2021-_____**

Dear Secretary Chiavetta:


Enclosed for filing please find the Application of Catalyst Power & Gas, LLC to provide service as a Natural Gas Supplier (NGS) in all of the natural gas distribution company service territories throughout the Commonwealth. Please note that Exhibits 4 and 5 to the Application contain confidential information and have been marked as such. **Catalyst Power & Gas, LLC respectfully requests confidential treatment of these Exhibits, and they are being provided in a separate envelope for filing under seal.**

Catalyst Power & Gas, LLC has published notice of this Application in the required newspapers, and Proofs of Publication are enclosed as Appendix 10 to the Application.

Copies of this Application have been served on all of the Natural Gas Distribution Companies in the Commonwealth and the required statutory advocates, the Attorney General, and the Department of Revenue, in accordance with the attached Certificate of Service.

Thank you, and please feel free to contact me with any questions or concerns.

Sincerely,
STEVENS & LEE



Michael A. Gruin, Esq.

Enclosures

BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Catalyst Power & Gas, LLC, d/b/a _____, for approval to offer, render, furnish, or supply natural gas supply services as a(n) Supplier to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

- a. **IDENTITY OF THE APPLICANT:** Provide name (*including any fictitious name or d/b/a*), primary address, web address, and telephone number of Applicant:

Catalyst Power & Gas, LLC
600 Franklin Ave., # 268
Garden City, NY 11530
516-534-5086

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

- b. **PENNSYLVANIA ADDRESS / REGISTERED AGENT:** If the Applicant maintains a primary address outside of Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's secondary office within Pennsylvania. If the Applicant does not maintain a physical location within Pennsylvania, provide the name, address, telephone number, and fax number of the Applicant's Registered Agent within Pennsylvania.

Corporation Service Company
2595 Interstate Drive, Suite 103
Harrisburg, PA 17110
1-800-927-9800

- c. **REGULATORY CONTACT:** Provide the name, title, address, telephone number, fax number, and e-mail address of the person to whom questions about this Application should be addressed.

Joel Glassman, COO
600 Franklin Ave., #268
Garden City, NY 11530
516-464-0726
regulatory@catalystpower.com

- d. **ATTORNEY:** Provide the name, address, telephone number, fax number, and e-mail address of the Applicant's attorney. If the Applicant is not using an attorney, explicitly state so.

Michael Guin
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
t- 717 -255-7365; f- 610-988-0852
email mag@stevenslee.com

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, fax number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Natural Gas Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed NGSs.

Joel Glassman, 600 Franklin Ave., #268, Garden City, NY 11530, t-888-789-7250, f-516-252-1275,
joel@catalystpower.com
Linda Beckinghausen, 600 Franklin Ave., #268, Garden City, NY 11530, t-888- 789-7250, f-516-252-1275,
customercare@catalystpower.com

2. **BUSINESS ENTITY FILINGS AND REGISTRATION**

- a. **FICTITIOUS NAME:** *(Select appropriate statement and provide supporting documentation as listed.)*

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

Provide a copy of the Applicant's filing with Pennsylvania's Department of State
Pursuant to 54 Pa. C.S. §311.

Or

The Applicant will not be using a fictitious name.

- b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**
(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

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.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- * 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 (15 Pa. C.S. §1308)
- 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 (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.
- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.
- Give name and address of officers.

See Department of State filings and Applicant's Delaware Certificate of Formation attached hereto as Exhibit 1.

Officers:

Gabriel Phillips, CEO , Dara Phillips, CFO, Joel Glassman, COO.

The address for all officers is

**600 Franklin Ave., #268
Garden City, NY 11530**

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

- a. AFFILIATES:** Give name and address of any affiliate(s) currently doing business and state whether the affiliate(s) are jurisdictional public utilities. If the Applicant does not have any affiliates doing business, explicitly state so. Also, state whether the applicant has any affiliates that are currently applying to do business in Pennsylvania.

Applicant has an affiliate, U.S. Energy Partners, LLC d/b/a Catalyst Power, that is licensed as an Energy Supplier in the State of New York. Applicant has no affiliates that are currently applying to do business in Pennsylvania.

- b. **PREDECESSORS:** Identify the predecessor(s) of the Applicant and provide the name(s) under which the Applicant has operated within the preceding five (5) years, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

Not Applicable

4. OPERATIONS

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

Definitions

- Supplier – an entity which provides natural gas supply services to retail gas customers utilizing the jurisdictional facilities of an natural gas distribution company
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of natural gas but does not take title to the natural gas.

The Applicant is presently doing business in Pennsylvania as a

- natural gas interstate pipeline
- municipality providing service outside its municipal limits
- local gas distribution company
- retail supplier of natural gas services in the Commonwealth
- a natural gas producer
- a broker/marketer engaged in the business of supplying natural gas services
- Other. (Identify the nature of service being rendered)

or

The Applicant is not presently doing business in Pennsylvania.

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

- Supplier or Aggregator 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
 - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
- Other (Describe):

c. PROPOSED SERVICES: Describe in detail the natural gas supply services which the Applicant proposes to offer.

Catalyst Power & Gas, LLC will provide retail electricity supply services to residential, commercial, and industrial customers in the Commonwealth.

d. PROPOSED SERVICE AREA: Check the box of each Natural Gas Distribution Company for which the Applicant proposes to provide service.

- | | |
|--|---|
| <input type="checkbox"/> Columbia | <input type="checkbox"/> Peoples Gas Company |
| <input type="checkbox"/> National Fuel Gas | <input type="checkbox"/> Philadelphia Gas Works |
| <input type="checkbox"/> PECO | <input type="checkbox"/> UGI Utilities – Gas Division |
| <input type="checkbox"/> Peoples Natural Gas Company | <input type="checkbox"/> Valley Energy |

All of the above

e. CUSTOMERS: Applicant proposes to provide services to:

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Residential and Small Commercial as Mixed Meter **ONLY (CANNOT BE TAKEN WITH RESIDENTIAL AND/OR SMALL COMMERCIAL ABOVE)**

- Large Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above (Except Mixed Meter)
- Other (Describe):

f. **START DATE:** Provide the approximate date the Applicant proposes to actively market within the Commonwealth.

August 1, 2021 or upon approval by the Commission

5. COMPLIANCE

a. **CRIMINAL/CIVIL PROCEEDINGS:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, has been or is currently the defendant of a criminal or civil proceeding within the last five (5) years.

Identify all such proceedings (active or closed), by name, subject and citation; whether before an administrative body or in a judicial forum. If the Applicant has no proceedings to list, explicitly state such.

None

b. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any such proceedings listed above.

Not Applicable

c. **CUSTOMER/REGULATORY/PROSECUTORY ACTIONS:** Identify all formal or escalated actions or complaints filed with or by a customer, regulatory agency, or prosecutory agency against the Applicant, an affiliate, a predecessor of either, or a person identified in this Application, for the prior five (5) years, including but not limited to customers, Utility Commissions, and Consumer Protection Agencies such as the Offices of Attorney General. **Applicant should also include if it had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.** If the Applicant has no actions or complaints to list, explicitly state such.

None

d. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above.

Not Applicable

6. PROOF OF SERVICE

***Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.
(Example Certificate of Service is attached at Appendix C)***

a.) **STATUTORY AGENCIES:** Pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code §5.14, provide proof of service of a signed and verified Application with attachments on the following:

Office of Consumer Advocate
5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

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

Office of the Small Business Advocate
Commerce Building, Suite 202
300 North Second Street
Harrisburg, PA 17101

Department of Revenue
Bureau of Compliance
PO Box 281230
Harrisburg, PA 17128-1230

Bureau of Investigation & Enforcement
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2 West
Harrisburg, PA 17120

b.) **NGDCs:** Pursuant to Sections 1.57 and 1.58 of the Commission's Regulations, 52 Pa. Code §§1.57 and 1.58, provide Proof of Service of the Application and attachments upon each of the Natural Gas Distribution Companies the Applicant proposed to provide service in. 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. Contact information for each NGDC is as follows.

<p>Columbia Gas of PA, Inc. Transport Support Services 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.4980 e-mail: transportevaluations@nisource.com</p>	<p>National Fuel Gas Distribution Corp. Joanne E. Maciok 6363 Main Street Williamsville, NY 14221 PH: 716.857.7670 FAX: 716.857.7479 e-mail: maciokj@natfuel.com</p>
<p>Peoples Natural Gas Company LLC Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>	<p>PECO Carlos Thillet, Manager, Gas Supply and Transportation 2301 Market Street, S9-2 Philadelphia, PA 19103 PH: 215.841.6452 Email: carlos.thillet@exeloncorp.com</p>
<p>Peoples Gas Company LLC Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>	<p>Philadelphia Gas Works Ryan Reeves, Director Supply Transportation & Control 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.787.5103 email: pgwchoicesupply@pgworks.com</p>
<p>Valley Energy Inc. Ed Rogers 523 South Keystone Avenue Sayre, PA 18840-0340</p>	<p>UGI Utilities, Inc. – Gas Division Sherry Epler 1 UGI Drive Denver, PA 17517</p>

PH: 570.888-9664 FAX: 570.888.6199 email: erogers@ctenterprises.org	PH: 610.796.3447 Email: sepler@ugi.com
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7. FINANCIAL FITNESS

- a. **BONDING:** In accordance with 66 Pa. C.S. Section 2208(c), no natural gas supplier license shall be issued or remain in force unless the applicant or holder furnishes a bond or other security in a form and amount to ensure the financial responsibility of the natural gas supplier. The criteria used to determine the amount and form of such bond or other security shall be set by each NGDC. Provide documentation that the applicant has met the security requirement of each NGDC by submitting the letters sent by the NGDCs stating what bonding amounts they require. The contact information is located in Section 6.b.

NGDC bonding letters will be provided as a supplement to this Application

- b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must 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 Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
- Applicant's accounting statements, including balance sheet and income statements for the past two years.
- 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, evidence of Moody's, S&P, or Fitch ratings, and/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 exhibiting accounts over a minimum two year period.
- Bank account statement, tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

See Organizational Structure attached hereto as Exhibit 2.

See Proof of Insurance attached hereto as Exhibit 3

See Confidential Financial Information attached hereto as Confidential Exhibit 4

- c. **SUPPLIER FUNDING METHOD:** If Applicant is operating as anything other than **Broker/Marketer only**, explain how Applicant will fund its operations. Provide all credit agreements, lines of credit, etc., and elaborate on how much is available on each item.

See Capital Support Letter, attached hereto as Exhibit 5

d. **BROKER PAYMENT STRUCTURE:** If applicant is a broker/marketer, explain how your organization will be collecting your fees.

Not Applicable

e. **ACCOUNTING RECORDS CUSTODIAN:** Provide the name, title, address, telephone number, FAX number, and e-mail address of Applicant's custodian for its accounting records.

Dara Phillips, 600 Franklin Ave., #268, Garden City, NY 11530, t-888- 789-7250, f-516-252-1275, dara@catalystpower.com

f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix D to this application.

All sections of the Tax Certification Statement must be completed. Absence (submitting N/A) of any of the TAX identifications numbers (items 7A through 7C) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

Items 7A and 7C on the Tax Certification Statement are designated by the Pennsylvania Department of Revenue. Item 7B on the Tax Certification Statement is designated by the Internal Revenue Service.

8. TECHNICAL FITNESS:

To ensure that the present quality and availability of service provided by natural gas distribution companies does not deteriorate, the Applicant shall provide sufficient information to demonstrate technical fitness commensurate with the service proposed to be provided.

a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:

- Applicant's previous experience in the natural gas industry.
- Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions.
- Type of customers and number of customers Applicant currently serves in other jurisdictions.
- Staffing structure and numbers as well as employee training commitments.
- Business plans for operations within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

See Summary of Technical Fitness, attached hereto as Exhibit 6

b. **PROPOSED MARKETING METHOD** (*check all that apply*)

Internal – Applicant will use its own internal resources/employees for marketing

- External NGS – Applicant will contract with a **PUC LICENSED NGS**
- Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
- External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
- Other (Describe):

c. **DOOR TO DOOR SALES:** Will the Applicant be implementing door to door sales activities?

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

d. **OVERSIGHT OF MARKETING:** Explain all methods Applicant will use to ensure all marketing is performed in an ethical manner, for both employees and subcontractors.

See Marketing Oversight Summary attached hereto as Exhibit 7

e. **OFFICERS:** Identify Applicant's chief officers, and include the professional resumes for any officers directly responsible for operations. All resumes should include date ranges and job descriptions containing actual work experience.

See Officer Resumes attached hereto as Exhibit 8

9. DISCLOSURE STATEMENT:

(Not applicable for an applicant applying for a license exclusively as a broker/marketer.)

DISCLOSURE STATEMENTS: If proposing to serve Residential and/or Small Commercial (less than 6,000 Mcf annually) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix E to this Application.

- Natural gas 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.

See sample Disclosure Statements attached hereto as Exhibit 9

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **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. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 62.114.

X AGREED

- b. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission:
- Reports of Gross Receipts: Applicant shall file an annual report with the Commission on an annual basis no later than April 30th following the end of the calendar year per 52 Pa. Code § 62.110.

X AGREED

- c. **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. § 2208(d). Transferee will be required to file the appropriate licensing application.

X AGREED

- d. **ANNUAL FEES:** The Public Utility Code authorizes the PUC to collect an annual fee of \$350 from suppliers, brokers, marketers, and aggregators selling natural gas in the Commonwealth of PA, and a supplemental fee based on annual gross intrastate revenues, applicable to suppliers only.

X ACKNOWLEDGED

- e. **FURTHER DEVELOPMENTS:** Applicant is under a continuing obligation to amend its application if substantial changes occur to the information upon which the Commission relied in approving the original filing. See 52 Pa. Code § 62.105.

AGREED

- f. **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.

AGREED

- g. **NOTIFICATION OF CHANGE:** If your answer to any of these items changes during the pendency of your application or if the information relative to any item herein changes while you are operating within the Commonwealth of Pennsylvania, you are under a duty to so inform the Commission, within thirty (30) days, as to the specifics of any changes which have a significant impact on the conduct of business in Pennsylvania. See 52 Pa. Code § 62.105.

AGREED

- h. **CEASING OF OPERATIONS:** Applicant is also required to officially notify the Commission if it plans to cease doing business in Pennsylvania, 90 days prior to ceasing operations.

AGREED

- i. **FILING FEE:** The Applicant has enclosed or paid the required, non-refundable filing fee by **CERTIFIED CHECK OR MONEY ORDER** in the amount of \$350.00 payable to the Commonwealth of Pennsylvania. The Commission does not accept corporate or personal checks for filing fees.

PAYMENT ENCLOSED

11. AFFIDAVITS
(All affidavits must be notarized before filing.)

- a.) **APPLICATION AFFIDAVIT:** Complete and submit with your filing an officially notarized Application Affidavit stating that all the information submitted in this application is truthful and correct. An example copy of this Affidavit can be found at Appendix A.
- b.) **OPERATIONS AFFIDAVIT:** Provide an officially notarized affidavit stating that you will adhere to the Public Utility Code of Pennsylvania and applicable federal and state laws. An example copy of this Affidavit can be found at Appendix B.

12. NEWSPAPER PUBLICATIONS

Required of ALL Applicants regardless of operating as a supplier, broker, marketer, or aggregator.

Notice of filing of this Application must be published in newspapers of general circulation covering each county in which the applicant intends to provide service. The newspapers in which proof of publication are required is dependent on the service territories the applicant is proposing to serve.

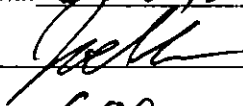
The chart below dictates which newspapers are necessary for each NGDC. For example, an applicant that wants to operate in Peoples Natural Gas would need to run ads in The Erie Times-News, the Pittsburgh Post-Gazette, and the Johnstown Tribune-Democrat. If the applicant is proposing to serve the entire Commonwealth, please file proof of publication in all seven newspapers.

The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and must be supplied with this application. Applicants do not need a docket number in their publication. Docket numbers will be issued when all criteria on the item 14 checklist (see below) are satisfied.

	Erie Times-News	Harrisburg Patriot-News	Philadelphia Daily News	Pittsburgh Post-Gazette	Scranton Times-Tribune	Williamsport Sun-Gazette	Johnstown Tribune-Democrat
Columbia Gas	X	X		X		X	X
National Fuel Gas	X			X			
PECO			X				
Peoples Natural Gas	X			X			X
Peoples Gas Company				X			
Philadelphia Gas Works			X				
UGI Utilities – Gas Div.	X	X	X	X	X	X	X
Valley Energy					X	X	
Entire Commonwealth	X	X	X	X	X	X	X

SEE PROOFS OF PUBLICATION ATTACHED AS EXHIBIT 10

13. SIGNATURE

Applicant: Catalyst Power & Gas LLC
By: 
Title: COO

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

14. CHECKLIST

For the applicant's convenience, please use the following checklist to ensure all relevant sections are complete. The Commission Secretary's Bureau will not accept an application unless each of the following sections is complete.

Applicant: Catalyst Power & Gas LLC

	Signature	
	Filing Fee (ONLY CERTIFIED CHECK OR MONEY ORDER)	
	Application Affidavit	
	Operations Affidavit	
	Proof of Publication	
	Tax Certification Statement	
	Commonwealth Department of State Verification	
	Certificate of Service	

Applicant's Use

PUC Secretary's Bureau Use

Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of Connecticut :

ss. Woodbridge

County of New Haven :

DATE OF DEPOSIT

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

JUN 15 2021

He is the Chief Operating Officer of Catalyst Power & Gas, LLC;

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

That he is authorized to and does make this affidavit for said Applicant;

That Catalyst Power & Gas, 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 Catalyst Power & Gas, 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 Catalyst Power & Gas, 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 Chapter 28 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 Catalyst Power & Gas, 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 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 10th day of June, 2021.



Signature of official administering oath

EMILY RESNIK CONN
NOTARY PUBLIC

My commission expires MY COMMISSION EXPIRES JUNE 30, 2022

Appendix D (CONFIDENTIAL)

EXHIBIT 1

**Delaware Certificate of Formation and Pennsylvania Foreign LLC
Registration**

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "CATALYST POWER & GAS LLC", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF AUGUST, A. D. 2020, AT 2:33 O`CLOCK P.M.




Jeffrey W. Bullock, Secretary of State

3531936 8100
SR# 20206953321

Authentication: 203546228
Date: 08-27-20

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF FORMATION
OF
CATALYST POWER & GAS LLC**

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:33 PM 08/26/2020
FILED 02:33 PM 08/26/2020
SR 20206953321 - FileNumber 3531936

Pursuant to the provisions of the Delaware Limited Liability Company Act, the undersigned hereby certifies and swears to this Certificate of Formation creating a limited liability company to be known as "Catalyst Power & Gas LLC":

1. The name of the limited liability company is Catalyst Power & Gas LLC (the "Company").


2. The address of the Company's registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, 19801. The name of the Company's registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Catalyst Power & Gas LLC this 26th day of August, 2020.



Warren W. Garden, *Authorized Person*

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: CSC ORDER #: 794848-005 DCB Name _____ Address _____ City _____ State _____ Zip Code _____ <input checked="" type="checkbox"/> Return document by email to: <u>cscpa@cscglobal.com</u>	Foreign Registration Statement DSCB:15-412 (REV. 2/2017)  TCO210524BN0132
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Read all instructions prior to completing. This form may be submitted online at <https://www.corporations.pa.gov/>.

Fee: \$250

I qualify for a veteran/reservist-owned small business fee exemption (see instructions)

In compliance with the requirements of the applicable provisions of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

1. The type of association is (check only one):

- | | | |
|---|--|---|
| <input type="checkbox"/> Business Corporation | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Business Trust |
| <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Limited Liability (General) Partnership | <input type="checkbox"/> Professional Association |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Liability Limited Partnership | |

2. The full and proper name of the foreign association as registered in its jurisdiction of formation is:

Catalyst Power & Gas LLC

2A. If the name in 2 does not contain a required designator or if the name in 2 is not available for use in the Commonwealth, the alternate name under which the association is registering in this Commonwealth is:

3. The jurisdiction of formation is: Delaware

4. The street and mailing address of the association's principal office.

<u>600 Franklin Avenue Unit 268</u>	<u>Garden City</u>	<u>New York</u>	<u>11530</u>
Number and street	City	State	Zip

4A. The street and mailing address of the office, if any, required to be maintained by the law of the association's jurisdiction of formation in that jurisdiction:

<u>Corporation Trust Center, 1209 Orange Street,</u>	<u>Wilmington,</u>	<u>DE</u>	<u>19801</u>
Number and street	City	State	Zip

PA DEPT OF STATE

MAY 05 2021

EXHIBIT 2
Organizational Structure

DATE OF DEPOSIT
JUN 15 2021
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

Catalyst Power Holdings, LLC Structure

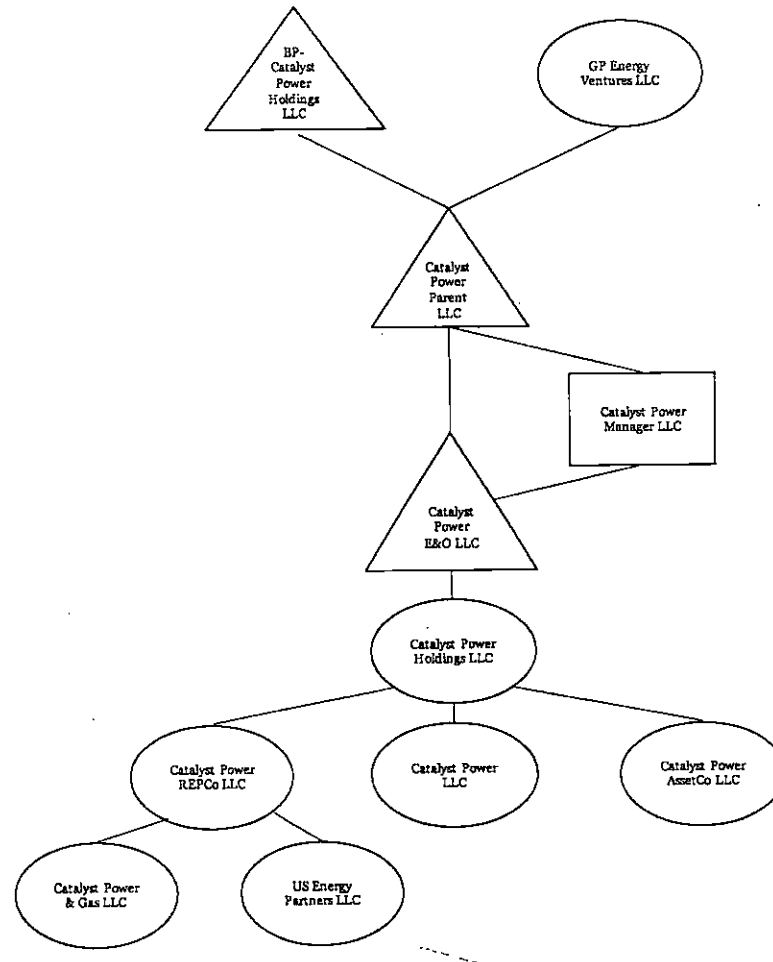


EXHIBIT 6

Summary of Technical Fitness

DATE OF DEPOSIT
JUN 15 2021
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CATALYST POWER & GAS, LLC
SUMMARY OF MANAGERIAL AND TECHNICAL QUALIFICATIONS

Catalyst Power & Gas, LLC (“Catalyst”) is a newly formed competitive retail electricity and natural gas supplier. Catalyst is managed by experienced retail energy professionals with extensive experience in all aspects of retail energy operations, including wholesale energy supply management, risk management, renewable energy development, retail energy financing, regulatory compliance, customer acquisition and sales quality assurance, customer service.

Company History and Summary of Operations

Catalyst was formed in 2020, as a wholly owned subsidiary of Catalyst Power Holdings, LLC¹. Catalyst was granted Market Based Rate Authority by FERC by Order entered on December 14, 2020 at Docket No. ER20-2979-000.

Catalyst Power & Gas became a member of the ISO New England effective February 1, 2021. Catalyst is current licensed as an Electricity Supplier and Natural Gas Supplier by the Massachusetts Department of Public Utilities. (See attached MA DPU Orders entered on March 19, 2021 in Docket No. CS-191 and March 22, 2021 in Docket No. GS-073). Catalyst has also been registered as a Natural Gas Supplier with the Connecticut Public Utilities Regulatory Authority. Catalyst has submitted an application to the Connecticut Public Utilities Regulatory Authority seeking Licensure as an Electric Supplier, which Application is still pending

Catalyst currently has one affiliate operating as a retail energy provider in New York State, U.S. Energy Partners, LLC (“USEP”). USEP became an affiliate of Catalyst’s when it was acquired by Catalyst Power Holdings LLC in February of 2021. USEP is an active member in good standing of the NYISO.

Catalyst’s Chief Executive Officer is Gabe Phillips. Mr. Phillips is a 15-year energy industry veteran, starting his career trading electricity and gas at Sempra Energy Trading. From 2010-2019 he was the Managing Director of GP Energy Management, a multifaceted Energy Services Company that provides Consulting, Commodity Risk, Operations Management, and Project Development Support to retail energy suppliers. During his nine years leading GP Energy Management, Mr. Phillips provided wide-ranging ongoing consulting and operational services to dozens of retail energy suppliers, including regulatory licensing and compliance, new market entry, utility, pipeline and ISO registration/coordination, wholesale energy procurement and risk management, scheduling coordination, financing and preferred supplier transactions, mergers and acquisitions, product development, and renewable portfolio standards compliance.

At GP Energy Management, Mr. Phillips developed and managed a team of 25 industry experts and the proprietary systems responsible for the full-service management of electricity and gas demand, renewable and fossil generation across the US and Canada. Mr. Phillips’

¹ See Application Exhibit 2 for full corporate organizational chart

company was also a proprietary investor in solar, gas-fired cogeneration, renewable energy merchant finance transactions, proprietary REC trading and physical/financial power/gas trading, and achieved returns on equity in excess of 50%.

Catalyst's Chief Operating Officer is Joel Glassman. Mr. Glassman is a 20 year retail energy industry veteran. In his role at Catalyst, Mr. Glassman will lead the retail commercial and industrial electricity and gas business through expansion into new utilities, commodities and states. He will also help to integrate community solar and distributed generation into the retail energy business.

Prior to joining Catalyst in March of 2021, Mr. Glassman was the Chief Operating Officer of Discount Power, Inc., where he led the successful expansion of the company into fifteen new markets. Mr. Glassman also has held positions in Power Operation, Corporate Development and FP&A at multiple retail energy companies.

Catalyst's Chief Financial Officer is Dara Phillips. Ms. Phillips spent 4 years in audit at PWC and then five years alongside Gabe managing all financial aspects of GP Energy Management as VP of Finance (including various subsidiaries, project companies and herself providing outsourced financial management services to over 10 different Energy Suppliers.) In addition to her time at PWC and GP Energy Management, Ms. Phillips has worked for 2 years in private equity fund accounting. She has managed the end-to-end finance needs for solar projects, cogeneration projects, proprietary power, gas and renewable energy credit trading and merchant finance operations and an energy management services platform including the acquisition of two term loans and revolving lines of credit. She presided over two successful exits and managed the diligence processes, modeling and workflow for each.

In her role at Catalyst Power, Ms. Phillips is responsible for all financial management of Catalyst Power and all platform and REP subsidiaries. She is responsible for FP&A, cash management, reporting and day-to-day HR administration.

Catalyst's Chief Technology Officer is Carlo Barbara. Carlo is a 16 year veteran technologist who, after studying CS and Math at Columbia University went on to roles as VP at Goldman Sachs, VP of Engineering at Rent The Runway and overseeing all software for a family of mutual funds at a premier asset manager. Today, as Catalyst Power's CTO, Carlo is bringing to bear his experience and expertise in leading the creation of technology to enable Catalyst Power to put the entire experience of buying commercial energy and distributed solar and gas generation online.

Catalyst's Vice President of Business Intelligence is Leah Ivanhoe. Leah has 10 years of energy sector experience including 6 years at Crius Energy where she served as a liaison, during and for six months, after its acquisition by Vistra Energy. In addition, during her tenure at Crius, Ms. Ivanhoe held many different roles across the organization including responsibility over pricing, gross margin forecasting, financial reporting, renewable portfolio obligations, company-wide business intelligence and, most recently, the integration between Crius and Vistra Energy. Leah earned an M.B.A. with a concentration in finance from the University of Connecticut and a

B.S. in mathematics from Adelphi University. Today, as Catalyst Power's VP of Business Intelligence, Leah is responsible for retail energy company valuation, wholesale and retail energy intelligence and analytics, pricing model development and management, close coordination with the technology and finance teams and any area where data is used to make decisions here at Catalyst Power.

Resumes of Catalyst's key officers are attached to this Application.

Operational Plans

Catalyst intends to focus primarily on serving commercial and industrial customers, but eventually may also develop products for residential customers. Catalyst works with industry leading companies to provide its utility EDI and billing functions, and to provide support for energy and natural gas scheduling and forecasting functions. Both Mr. Phillips and Mr. Glassman have extensive experience with wholesale energy procurement and utility coordination issues, and will apply that experience to ensure Catalyst's operations run smoothly.

Catalyst Power will utilize several customer acquisition channels. The primary channel will be digital marketing. The other channels we expect to utilize to varying degrees are in-house direct sales and external supply brokers. Digital marketing will include search engine optimization, unpaid or organic social media, paid search ads and paid social media ads in addition to targeted programs like direct email outreach to prospective customers.

All customer enrollments will be confirmed via bilateral, duly executed customer contracts. All documents will be executed either through docusign or wet signature by authorized representatives of both the customer and Catalyst. Catalyst will also ensure oversight of all sales, marketing and customer enrollment as more fully described in the Marketing Oversight summary attached to this Application.

Technical and Managerial Qualifications

Catalyst meets the appropriate technical qualifications necessary to successfully and properly do business as an Electricity Generation Supplier and Natural Gas Supplier. Catalyst has received Market Based Rate Authority from FERC. Catalyst has also already been approved for membership in ISO-New England and has received Electricity and Natural Gas Supplier licenses from the Massachusetts Department of Public Utilities. Catalyst is also registered as a Natural Gas Supplier in Connecticut, and its affiliate U.S. Energy Partners is a member of NYISO and a longstanding energy supplier in New York. Catalyst Energy is led by a team that has decades of experience in managing and advising retail suppliers, and has substantial expertise in all aspects of energy supplier operations, including finance, energy forecasting, procurement, pricing, customer acquisition, sales oversight, customer service, regulatory compliance, and utility coordination. Catalyst's CEO Gabriel Phillips is a 15 industry veteran who personally advised dozens of retail suppliers on energy procurement, risk management, and

renewable energy obligations and who supervised a team of 25 consultants who provided a full range of operational services to retail suppliers. Catalyst's COO Joel Glassman brings 20 years of experience operating a successful retail supplier. For all of these reasons, Catalyst respectfully submits that it meets the appropriate technical, financial and managerial qualifications for licensure as an Electricity Generation Supplier and Natural Gas Supplier in Pennsylvania.

Compliance with Sales, Marketing and Customer Service Regulations

Catalyst's leadership team has reviewed the applicable statute and regulations and has engaged local counsel and a well-known industry consultant, P.R. Quinlan, to provide regulatory guidance and support. Catalyst will ensure that all applicable statutes, regulations, rules, and Commission Orders are strictly followed and will implement policies to ensure that all sales marketing and customer service is done in full compliance with the law. Catalyst has a dedicated in-house customer service department to manage new enrollments, cancellations, terminations, utility electronic data transfer and billing, and customer notices (including notices prior to the contract termination dates or renewal dates), and commission reporting obligations.

See the attached Marketing Oversight Summary for more details.

EXHIBIT 7
Marketing Oversight Summary

DATE OF DEPOSIT

JUN 15 2021

PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

CATALYST POWER & GAS, LLC
MARKETING OVERSIGHT SUMMARY

Catalyst Power & Gas, LLC will initially only be offering enrollment to commercial customers. Enrollments will be solicited primarily through digital/online means, via authorized energy supply brokers, and by direct outreach to prospective customers by in-house Catalyst personnel. In all cases, Catalyst will first obtain authorization from the prospective customer to review historical usage and load data, and will prepare a customized quote for the prospective customer. In all enrollments will be completed by means of duly executed bilateral contracts, signed both by authorized representatives of Catalyst and the customer. Such signatures will be obtained in ink on paper or via electronic means.

Catalyst has no intention to conduct any telemarketing or door to door marketing. All communications with prospective commercial customers will either be done digitally or by pre-scheduled appointment.

All internal agents communicating with customers regarding possible enrollment will be trained on the following subjects as required by 52 Pa. Code § 111:

- (1) State and Federal laws and regulations that govern marketing, telemarketing, consumer protection and door-to-door sales, including consumer protection regulations in Chapters 54 and 62 (relating to electricity generation customer choice; and natural gas supply customer choice), applicable provisions in Chapters 56, 57 and 59 (relating to standards and billing practices for residential utility service; electric service; and gas service) and the act.
- (2) Responsible and ethical sales practices
- (3) Catalyst's products and services.
- (4) Catalyst's rates, rate structures and payment options.
- (5) The customer's right to rescind and cancel contracts.
- (6) The applicability of an early termination fee for contract cancellation
- (7) The necessity of adhering to the script and knowledge of the contents of the script if one is used.
- (8) The proper completion of transaction documents.
- (9) Catalyst's disclosure statement.
- (10) Terms and definitions related to energy supply, transmission and distribution service as found in the dictionary of utility terms
- (11) Information about how customers may contact Catalyst to obtain information about billing, disputes and complaints.
- (12) The confidentiality and protection of customer information and § § 54.43(d) and 62.114 (relating to standards of conduct and disclosure for licensees).

To the extent that Catalyst eventually uses any outside sales vendors for sales to residential or small commercial customers, Catalyst will thoroughly vet all prospective vendors and require multiple trade references to ensure that only reputable, experienced vendors market on behalf of Catalyst. Any sales vendor hired will be required to confirm its ability to comply with the Pennsylvania-specific agent training and oversight requirements outlined above. All vendors will be monitored by Catalyst's Chief Operating Officer for sales compliance, and Catalyst will develop a quality assurance monitoring program to contact a significant sample of all new mass market customers. Vendors who demonstrate an inability to adhere to Catalyst's standards and/or the Commission's regulations will be immediately terminated.

For any contracts with residential or small commercial customers based on sales performed by an agent, Catalyst will also utilize a separate digital or telephonic verification process as required by 52 Pa. Code 111.7.

For the broker channel for its commercial customer enrollments, Catalyst will only accept enrollment referrals from licensed brokers who strictly adhere to Catalyst's operational and marketing standards.

EXHIBIT 8
Officer Resumes

DATE OF DEPOSIT

JUN 15 2021

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

GABRIEL PHILLIPS

gabe@catalystpower.com • Garden City, NY

PROFESSIONAL EXPERIENCE

Catalyst Power Holdings, Garden City, NY

June 2020 – Present

Founder and Chief Executive Officer

- Founded and originated and closed \$60 million in funding commitment from Dallas based private equity fund, BP Energy Partners
- Led acquisition of NY based retail energy provider US Energy Partners
- Recruited core management team
- Provided overall guidance on product development of internal technology and e-commerce platform for retail energy sales, community solar sales and microgrid solutions for commercial customers

GP Energy Management, New York, NY June 2010 – January 2019

Founder and Managing Director

- Founded, built, originated all clients and grew a significant energy management and origination business that was ultimately acquired by an international market data and analytics provider, Genscape Inc.
- Recruited, developed and managed a team of 25 people consisting of a 5 person tech team and 20 commodity experts managing significant power load, generation capacity and natural gas demand and placing nearly 1000's of MWs in power, capacity and REC off-take agreements
- Managed the development of systems and processes covering all aspects of energy management, PPA and deal origination, physical operations, regulatory affairs and risk management for energy retailers and power plants including but not limited to commodity marketing and PPA origination, daily forecasting, bidding, and scheduling, natural gas nominations, scheduling and optimization, retail pricing models, long term power price models, capacity market administration, dispatch modeling, settlements, regulatory reporting and environmental attribute transacting.
- Created physical and financial hedging strategies for all client types leveraging the various nuances of each market rules and constructs and lead the team through implementation and execution of each approach inclusive of origination of direct bilateral transactions ranging in duration from 1 month to 25 years for power, gas, capacity, environmental attributes (RECs, carbon, RINs etc) throughout the continental US and managed operational teams in power and gas scheduling and oversaw the process of streamlining their day to day operations, reporting and optimization for all up and downstream client segments.
- Originated and led a team supporting the financial modeling and execution of complex financing, credit and supply agreements for energy retailers, retailer asset sales in excess of \$100 million and PPAs for renewable power assets.

Sempra Energy Trading; Trader - Sept 2007 – May 2010; Stamford, CT

- Traded a portfolio of short and long term financial and physical power and natural gas positions spanning throughout entire eastern interconnect including customer flow business with an average duration of less than 2 years.
- Managed basis risk to 75 different locations using over the counter basis markets, Financial Transmission rights (FTR) markets and Virtual markets to diversify risk and hedge exposure.
- Mitigated the financial impact of physical and financial direct customer and cleared speculative transactions by reducing ancillary services costs and margin requirements.
- Built various stack and transmission models for Day Ahead and Term trading; including DAYZER, internal systems for PJM, and two excel based stack models for NYISO and ISO-NE respectively.

Sempra Energy Trading; Real Time Power Trader/Scheduler- July 2006 – Sept 2007; Stamford, CT

- Traded day-ahead and hour-ahead financial and physical power in the WECC region, including California Independent System Operator (CAISO) and the Alberta Electric System Operator (AESO).
- Built and capitalized on customer relationships to originate arbitrage and spread opportunities.
- Coordinated the flow of long term and day-ahead physical power transactions for the West Coast Power Desk in the WECC region and made NREC required tags to represent the flow of energy from generator to sink anywhere in the WECC region.

Sempra Energy Trading; Collateral Analyst- Dec 2005 -July 2006; Stamford, CT

- Processed and executed all collateral requests made by and on all Sempra Energy Trading's entities covering all counter parties worldwide and reconciled the value of all types of transactions in all of SET's portfolios for margin call dispute resolution.

Sempra Energy Trading; Business Analyst- Sept 2005 - Dec 2005; Stamford, CT

- Supported the trading floor by interpreting the intricacies internal trading and reporting systems for the entire trading staff in Stamford, CT alongside only two other Business Analysts.
- Coordinated and ensured the accuracy of pricing feeds and reporting updated our systems' information feeds from the nation's ISO's as well as maintained connectivity with data providers such as Reuters and LIM.

EDUCATIONAL CREDENTIALS

The Johns Hopkins University, Baltimore, MD

B.S. in Engineering Mechanics

September 2001 – May 2005

JOEL GLASSMAN

27 Woodside Drive • Woodbridge, Connecticut 06525
203.273.2074 • jglassma@mac.com

Dynamic manager with 20 years of experience leading risk management, business development, operations and financial planning and analysis initiatives in rapid-growth environments. Thrives in a strategic planning role, known for utilizing sophisticated analytics to assess financial performance and strategic opportunities. Collaborative and approachable leadership style, talented at developing high-level relationships with partners and internal stakeholders.

Core Competencies

Growth Strategy • Risk Management • Business Restructuring & Problem Solving
Regulatory • Margin Expansion • Cost Management • Financial Planning & Analysis
Corporate Finance • Mergers & Acquisitions Strategy • Process Reengineering

PROFESSIONAL EXPERIENCE

CATALYST POWER HOLDINGS, Garden City, New York • Mar 2021-Present

Integrated provider of commercial energy, distributed generation, and direct wholesale renewables.

Chief Operating Officer

Brought on to executive team to help lead the retail commercial and industrial electricity and gas business.

- Expanded into new utilities, commodities and states.
- Integrate community solar and distributed generation into the retail energy business.

DISCOUNT POWER, Inc., Shelton, Connecticut • Apr 2013-Mar 2021

\$50 million retail energy provider serving customers in the Northeast U.S.

Chief Operating Officer

Brought on by company's Board of Directors to lead the turnaround of the company and direct all operations.

- Expanded into fifteen new markets to broaden revenue sources outside of the company's original market footprint, with further market expansion in process.
- Initiated, managed and closed a capital raise process along with creating the company's first strategic plan.
- Successfully monetized a book of customers to build capital for growth in more opportunistic markets.
- Launched new sales channels to diversify the company's go to market strategy.
- Guided the company through an unprecedented wholesale cost environment that dramatically impacted the Northeast U.S. retail energy industry.
- Manage a staff of 20 including Risk Management, Finance, Human Resources, Marketing, Regulatory and Operations functions.
- Present ongoing metrics and future strategic goals to company Board of Directors on a monthly basis.

CRIUS ENERGY, Stamford, Connecticut • Jan 2012-Feb 2013

Retail energy and services provider to over 400,000 residential and commercial customers in the U.S. market through a family of brands – Viridian Energy, Cincinnati Bell Energy, Fairpoint Energy, FTR Energy Services and Public Power.

Director of Commercial Sales

Developed all internal and external processes for offering competitive commercial products in existing and new markets.

- Created and implemented the business plan for the Viridian brand to enter the commercial market, leading a cross functional effort including operations, legal, marketing and finance.
- Initiated and launched Small Commercial targeted products to differentiate mass market offerings from the Residential products, increasing the Small Commercial customer base.
- Built a team to move Viridian into individual customer specific pricing for large commercial accounts.
- Provided cross-functional support to other departments for all Commercial and retail energy related activity for all Crius Energy brands.
- Trained both Corporate and Viridian Sales Associates on the Commercial aspect of the retail energy business.
- Drove profitability and growth for the Commercial business, increasing revenue by more than \$5,000,000 and gross margin by more than \$500,000 in 2012 with a limited Large Commercial plan roll-out.
- Supported due diligence and deal closing between Regional Energy Holdings and Public Power to create Crius Energy, covering all ISO, utility and wholesale supplier specific requirements.

GLACIAL ENERGY, St. Thomas, Virgin Islands • Oct 2008-Nov 2011

\$500 million supplier of retail energy to the U.S. market.

Vice President of Power Operations (2010-2011)

Oversaw all operations specific to serving Commercial and Industrial customers in all deregulated power markets. Led and managed the monthly \$40 million billing cycle, including all cost build-up and invoice generation for over 20,000 customers consisting of over 60,000 meters.

- Implemented new products that brought in over \$15 million of revenue in the 1st quarter of 2011
- Reorganized the supply, forecasting and scheduling groups into one seamless organization.
- Re-engineered the monthly customer invoicing process to save the company more than \$1 million in lost revenue per month.
- Led all operational interaction with strategic suppliers for agreements covering more than \$400 million of supply.
- Provided deregulated retail energy education and marketing and sales support to all sales channels.
- Member of the executive team tasked with closing a \$100 million supply and lending facility, with specific tasks of creating the company presentation deck and leading road show presentations.

GLACIAL ENERGY, cont'd

Vice President of Corporate Development (2008-2010)

Spearheaded the development of new geographical and vertical markets as well as new products to fuel double-digit company growth. Identified new merger and acquisition opportunities, assessed synergy potential and led all due diligence. Led all regulatory efforts including new market entries and all ongoing reporting requirements.

- Devised and managed market entry strategies for four new markets representing potential for over \$100 million in incremental revenue in the first year.
- Managed relationship with two lending sources for a combined \$90 million facility including all financial reporting requirements.
- Created the company's first daily cash flow forecast which was used for both liquidity and treasury planning.
- Initiated and implemented plan to round out the company portfolio by pioneering a strategic M&A campaign.
- Selected and initiated negotiations with M&A candidates representing revenues of \$700 million.

DIRECT ENERGY, Stamford, Connecticut • May 2004-Oct 2008

Manager, Financial Planning & Analysis (2005-2008)

Developed and maintained key financial forecasts, including revenue metrics, cost of goods sold, gross margins, operating expenses, and operating margins, to facilitate a 3-year business planning outlook. Performed deep-dive financial due diligence and valuation work on business investments, M&A deals, and other development projects.

- Reformulated the corporate margin models to significantly enhance accuracy and visibility.
- Facilitated 100% growth in the U.S. C&I business through the financial assessment of a \$300 million competitor acquisition.
- Managed change and maintained morale through 3 internal restructuring initiatives.
- Selected as Direct Energy Employee of the Month.

Manager, Marketing Strategy (2004-2005)

Created and implemented renewal pricing policies for \$250 million worth of residential customers. Directed the tracking of customer count statistics and customer profile information.

- Enhanced sales forecast accuracy with the creation of a customer count and turnover model.
- Propelled gross margin expansion of 15%.

Career Note: Additional professional background includes Summer Associate for AIG Global Investment Group (2003), Market Analyst for the New Power Company (2001-2002), Power Trader and Pricing Analyst at Constellation NewEnergy (1999-2001), and Real-Time Electricity Trader for Avista Energy (1998-1999).

EDUCATION & CREDENTIALS

Master of Business Administration in Finance
Rice University, Houston, Texas, 2004

Bachelor of Science in Mechanical Engineering
Tufts University, Medford, Massachusetts, 1998

DARA LEAH PHILLIPS

dara@catalystpower.com • New York, NY

EDUCATIONAL CREDENTIALS

New York University, Leonard N. Stern School of Business, New York, NY

B.S. in Accounting and Economics

September 2006 – May 2010

M.S. in Accounting

May 2010 – August 2010

New York University in Prague, Prague, Czech Republic

Fall 2008

Certified Public Accountant, State of New York

PROFESSIONAL EXPERIENCE

Catalyst Power Holdings, Garden City, NY

June 2020 – Present

Chief Financial Officer

- Oversees the finance and back office functions for Catalyst Power and its subsidiaries
- Maintains Financial Projections for Catalyst Power and its subsidiaries
- Implemented standards for monthly financial reporting and developed accounting processes and internal controls
- Assists with tax and regulatory matters

Warburg Pincus, New York, NY

February 2019 – March 2020

Senior Accountant

- Managed day to day accounting needs for the Warburg Pincus Management Company
- Prepared quarterly consolidated Financial Statements
- Reviewed expense allocations to prospective investments and portfolio companies
- Prepared Annual Budgets

GP Energy Management, New York, NY

December 2014 – January 2019

Vice President of Finance

- Member of 5 person executive leadership team, directly reporting to Founder and Managing Director
- Responsible for financial strategic planning, including preparation, review and presentation of monthly financial forecasts to senior executive team
- Implemented standards for monthly financial reporting and developed accounting processes and internal controls
- Oversee all accounting matters, including AP, AR and fixed assets. Additional responsibilities prior to sale to Genscape included: payroll, loans, cash flow management, preparation of monthly and consolidated financial reports, management of owners capital equities accounts and interfacing with corporate lender
- Managed the diligence process for the sale of GP Energy Management to Genscape Inc. by maintaining the diligence checklist, preparing financial reports and interfacing with the financial team at Genscape.
- Build and review complex financial operating models for clients to assist with general financial operations, cash flow management, scenario analysis and presentation to lenders. Maintain models and manage the diligence process for clients selling their business or certain assets
- Review business terms in structured credit agreements and master trading agreements for clients
- Respond to and resolve state federal and local tax notices. Work with tax accountants on annual tax returns
- Manage accounting and operations for investment entities invested in solar and power assets. Responsibilities include managing investors' equity, capital distributions, and preparing communications to investors as well as managing general accounting matters (AP, AR, interest accrual and loan paydown, cash reconciliations, prepaid expenses, year-end close)

Corsair Capital, New York, NY

June 2014 – December 2014

Associate

- Lead Fund Accountant for two Corsair Capital Funds with domestic and international investments
- Prepared capital calls, including reviewing capital call allocation between investors, preparing capital call letters and delivering letters to investors
- Responsible for implementing a new expense system as a special project, which involved handling complex expense rules, multiple currencies and ensuring proper allocation to Corsair Funds and Management Company

Pricewaterhouse Coopers, New York, NY

January 2011 – May 2014

Senior Associate, Investment Management (July 2012 – May 2014) / Associate, Asset Management (January 2011 – July 2012)

- Led, supervised and managed the day-to-day tasks of a team of 5-8 associates and senior associates. Planned and executed substantive and general audit procedures across various accounts to be completed by the team
- Completed detailed financial statement analysis procedures to review for sufficient and appropriate presentation and disclosure in the financial statements in accordance with US GAAP
- Reviewed and tested capital allocation schedules and performance fee schedules in accordance with fund agreements
- Responsible for performing all applicable audit procedures, including: foreign tax liability testing, corporate action testing, income/expense testing, cash/collateral reconciliations and financial highlight analysis

- Performed valuation procedures over various investment types, including: equity securities, complex international fixed income securities, derivatives and management fair valued private investments
- Reviewed legal documents such as: offering memorandums, LP/LLC agreements and Fund Prospectuses to ensure that the fund and any advisers and administrators complied with the provisions of the contracts
- Coordinated resources needed to execute the audit and managed timing of deadlines. Developed and monitored budgets and managed staff to maintain engagement profitability
- Consistently received “exceeds expectations” performance ratings; early promoted to Senior Associate
- Key Clients: Franklin Templeton Mutual Funds, Hedge Funds and Private Equity Funds and Commonfund Hedge Funds

EXHIBIT 9

Sample Disclosure Statements

DATE OF DEPOSIT
JUN 15 2021
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

**CATALYST POWER
PENNSYLVANIA CUSTOMER DISCLOSURE STATEMENT
FIXED PRICE NATURAL GAS SUPPLY**

Customer Name			
Customer Contact	Name:	Phone:	
	Title:	Email:	
Billing Address			
Account Information, Term and Pricing	See Schedule A for schedule of Utility Accounts		

FIXED PRICE CONTRACT SUMMARY

Natural Gas Supplier Information	Catalyst Power & Gas, LLC, 600 Franklin Ave, #268, Garden City, NY 11530 PA PUC License No. _____ 1-888-789-7250, email at customercare@catalystpower.com You have chosen Catalyst Power & Gas, LLC ("Catalyst Power") as your natural gas supplier. Catalyst Power is not affiliated with your Natural Gas Distribution Company ("NGDC"). Catalyst Power is responsible for the natural gas supply charges on your bills. These charges will appear on your NGDC bills separate and apart from your NGDC's distribution charges for delivering your natural gas.
Price Structure	This is a Fixed Price Contract.
Natural Gas Supply Price	The price that you will pay per therm or Ccf for natural gas during the Initial Term of this Agreement will be <RATE>.
Statement Regarding Savings	Catalyst Power's price for natural gas may be higher or lower than the NGDC's price in any given month, and there is no guarantee of savings.
Deposit Requirements	None
Incentives/Promotions	
Contract Start Date	The Agreement shall commence as of the date of the first meter reading following when the change of Customer's provider to Catalyst Power is deemed effective by the NGDC
Contract Duration/Length	The Initial Term of this Agreement is ___ Billing Cycles, starting with the first month that you receive service from Catalyst Power.
Cancellation/Early Termination Fee	If Customer terminates prior to the end of the Initial Term, an Early Termination Fee ("ETF") of \$10 for each month remaining in the Initial Term will be charged. For residential customers, the ETF will be no greater than \$100 if the remaining term is less than 12 months, and \$200 if the remaining term is more than 12 months
End of Contract	Following the Initial Term, your account will automatically renew month-to-month at a variable rate unless a different option is chosen. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 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.
Right of Rescission	Customer may rescind this Agreement with no termination fee by calling Catalyst Power at 1-888-789-7250 at any time before midnight of the third business day after receiving this disclosure statement

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

By:
Title:
Date:

By:
Title:
Date:

Schedule A

Catalyst Power has no obligation to enroll or supply natural gas to any account(s) that are not identified below.

Please verify that your specific information is COMPLETE and ACCURATE.

Utility	Account Number / POD ID	Service Address	Requested Flow Start Month	Annual Usage (kWh)

Account(s) listed in the schedule may be updated or replaced with a new account number issued by the utility for the above listed service address(es).

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

By:
Title:
Date:

By:
Title:

CATALYST POWER & GAS, LLC
Fixed Price Natural Gas Supply Disclosure Statement

This is an agreement between Catalyst Power & Gas, LLC ("Catalyst Power"), an independent energy supplier, and the undersigned customer ("Customer") under which Customer shall obtain natural gas supply service and begin enrollment with Catalyst Power (the "Agreement"). Catalyst Power is licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas supply in Pennsylvania. Our PUC license number for natural gas supply is _____.

Your natural gas supply prices will be set by Catalyst Power. The Public Utility Commission regulates natural gas distribution prices and services.

You will continue to receive your bill from your Natural Gas Distribution Company (NGDC) for all natural gas supply and delivery charges. Your NGDC will continue to provide all emergency repairs and services. Catalyst Power is not affiliated with and does not represent your NGDC.

Definitions: Commodity Charges - The charges for the natural gas product which is sold either in cubic feet or dekatherms.

1. **Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, Catalyst Power agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Catalyst Power necessary to meet Customer's requirements based upon consumption data obtained by Catalyst Power or the delivery schedule of the NGDC. Catalyst Power is not affiliated with and does not represent the NGDC. The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Catalyst Power or the NGDC's delivery schedule. The NGDC will continue to deliver the natural gas supplied by Catalyst Power.
 2. **Term.** The Initial Term of this Agreement is ___ months. The Agreement shall commence as of the date of the first meter reading following when the change of Customer's provider to Catalyst Power is deemed effective by the NGDC. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 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. Unless another option is chosen, upon completion of the Initial Term, this Agreement will automatically renew on a month-to-month basis (the "Renewal Period") with no early termination fee under a variable rate. While receiving service on a month-to-month basis, Customer or Catalyst Power may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party. If there is a material adverse change in the business or financial condition of Customer (as determined by Catalyst Power at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Catalyst Power may terminate this Agreement upon 15 days' written notice to Customer.
 3. **Right of Rescission.** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Catalyst Power at 1-888-789-7250 or by email customercare@catalystpower.com.
 4. **Pricing, Billing, and Termination. This is a Fixed Price Contract.** The price that you will pay per therm or CCF for natural gas supply is set forth on your Contract Summary. Your Catalyst Power price may be higher or lower than the NGDC's price in any particular month, and there is no guarantee of savings. Your price includes natural gas commodity charges and estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. If Customer terminates prior to the end of the Initial Term, an ETF of \$10 for each month remaining in the Initial Term will be charged. For residential customers, the ETF will be no greater than \$100 if the remaining term is less than 12 months, and \$200 if the remaining term is more than 12 months. Customers can call Catalyst Power at 1-888-789-7250 or visit our website at www.catalystpower.com for current variable pricing and the previous 24 months' average billed historical prices (or as many months of data as is available to date, up to 24 months). *Please note that historical prices are not indicative of present or future pricing.*
- The NGDC will separately bill for, and Customer will be obligated to pay, all NGDC delivery related rates and charges. Customer will receive a single bill for both natural gas supply and delivery costs from NGDC. Catalyst Power may assign and sell Customer accounts receivable to the NGDC. Failure by a customer to make full payment of Catalyst Power charges due on any consolidated bill prepared by the NGDC for Catalyst Power will be grounds for disconnection of utility services in accordance with PA PUC rules and regulations on the termination of service to residential customers. Your NGDC may request a security deposit for amounts which include supplier charges. Your NGDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.
5. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Catalyst Power. Catalyst Power 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 PA PUC.
 6. **Information Release Authorization.** Customer authorizes Catalyst Power to obtain and review information regarding Customer's credit history from credit reporting agencies and standard information that is made available to suppliers from your NGDC. This information may be used by Catalyst Power to determine whether it will commence

and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Catalyst Power will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law. Catalyst Power will not release the customer's private confidential information to a third party without the customer's express consent. 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 Catalyst Power or by calling Catalyst Power at 1-888-789-7250. Catalyst Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7. Cancellation. A residential customer may cancel this Agreement at any time by contacting Catalyst Power at 1-888-789-7250 or by email at customer@catalystpower.com. If you cancel this agreement you will owe us for amounts unpaid up to the date of cancellation. Catalyst Power may cancel this agreement at any time upon providing written notice to Customer. Common reasons for Catalyst Power to cancel this agreement would include: Non-Payment – If your natural gas service is terminated by your NGDC, then this agreement is cancelled on the date that your natural gas service is terminated. You will owe us for amounts unpaid for our charges for natural gas supply service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
 8. Final Bill. Customer acknowledges that in the event of a cancellation or termination of this Agreement it may take several billing cycles for Customer to return to the NGDC or another supplier for supply service. Customer is liable for all Catalyst Power charges until Customer returns to the NGDC or goes to another supplier. A final bill will be rendered by the NGDC 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 tried up subsequent to the final meter reading.
 9. Agency Natural Gas- Customer hereby designates Catalyst Power as agent to; (a) arrange and administer contracts and service agreements between Customer and Catalyst Power and between the interstate pipeline transporters; and (b) nominate and schedule with the interstate pipeline for the delivery of Customer's natural gas supplies to the Delivery Points, and with the NGDC for the transportation of 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 suppliers of other customers served by Catalyst Power to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the terms of this Agreement. Catalyst Power 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. Catalyst Power agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.
 10. Title. Customer and Catalyst Power agree that title to, control of, and risk of loss to the natural gas supplied by Catalyst Power under this Agreement will transfer from Catalyst Power to Customer at the Delivery Point(s).
 11. Warranty. This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Catalyst Power. Catalyst Power makes no representations or warranties other than those expressly set forth in this Agreement, and Catalyst Power expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.
 12. Dispute Procedures-. In the event of a billing dispute or a disagreement involving Catalyst Power's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Catalyst Power by telephone or in writing, as provided below. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.
 13. Contact Information:
Catalyst Power Contact Information: Customer may contact Catalyst Power's Customer Service Center at 1-888-789-7250, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Catalyst Power at: 600 Franklin Ave, #268, Garden City, NY 11530 or email at customer@catalystpower.com.
- Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380
Information about shopping for a gas supplier is available at www.PaGasSwitch.com, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at (800) 684-6560 or www.oca.state.pa.us.
14. Force Majeure. Catalyst Power will make commercially reasonable efforts to provide natural gas hereunder but Catalyst Power does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Catalyst Power ("Force Majeure Events") may result in interruptions in service. Catalyst Power will not be liable for any such interruptions caused by a Force Majeure Event, and Catalyst Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, inability to access the local distribution utility system, non-performance by the NGDC (including, but not limited to, a facility outage on facilities), or any other cause beyond Catalyst Power control.
 15. Liability. The remedy in any claim or suit by Customer against Catalyst Power 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 Catalyst Power or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without

regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

16. **Arbitration. ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.**

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

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

19. **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 rate, Catalyst Power shall have the right to modify this Agreement, with the customer's consent for any term other than rate, to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

20. **Energy Credits and Subsidies.** Notwithstanding anything to the contrary, to the extent Catalyst Power is obligated as a result of new requirements to purchase additional Renewable Energy Credits, Zero Emissions Credits, or other federal, state, or locally mandated credits, taxes, or subsidies to support the development and/or maintenance of renewable or zero carbon resources, such costs will be automatically passed through to the Customer and incorporated into the rate. Customer understands and acknowledges that such costs are subject to change at any time and are outside of Catalyst Power's control.

21. **Emergency Service.** The NGDC 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 NGDC.

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

In Witness Whereof, the Parties hereto, intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done on the Effective Date set forth on the disclosure statement.

**CATALYST POWER
PENNSYLVANIA CUSTOMER DISCLOSURE STATEMENT
VARIABLE PRICE NATURAL GAS SUPPLY**

Customer Name			
Customer Contact	Name:	Phone:	
	Title:	Email:	
Billing Address			
Account Information, Term and Pricing	See Schedule A for schedule of Utility Accounts		
VARIABLE PRICE CONTRACT SUMMARY			
Natural Gas Supplier Information	<p>Catalyst Power & Gas, LLC, 600 Franklin Ave, #268, Garden City, NY 11530 PA PUC License No. _____ 1-888-789-7250, email at customercare@catalystpower.com You have chosen Catalyst Power & Gas, LLC ("Catalyst Power") as your natural gas supplier. Catalyst Power is not affiliated with your Natural Gas Distribution Company ("NGDC"). Catalyst Power is responsible for the natural gas supply charges on your bills. These charges will appear on your NGDC bills separate and apart from your NGDC's distribution charges for delivering your natural gas.</p>		
Price Structure	<p>This is a Variable Price Contract. The price that you will pay for your natural gas supply from Catalyst Power will vary from month to month based on the wholesale cost of natural gas from all sources (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 Catalyst Power's costs, expenses and margins.</p>		
Natural Gas Supply Price	<p>Your natural gas supply price for your first billing cycle with Catalyst Power will be \$0.____ per therm or Ccf. Thereafter, your price will vary month-to-month based on the factors described above.</p>		
Statement Regarding Savings	<p>Catalyst Power's price for natural gas may be higher or lower than the NGDC's price in any given month, and there is no guarantee of savings.</p>		
Deposit Requirements	None		
Incentives/Promotions			
Contract Start Date	<p>The Agreement shall commence as of the date of the first meter reading following when the change of Customer's provider to Catalyst Power is deemed effective by the NGDC</p>		
Contract Duration/Length	<p>Month to Month. This Agreement will start the first month that you receive service from Catalyst Power and will continue until terminated by either party.</p>		
Cancellation/Early Termination Fee	none		
End of Contract	<p>Following the Initial Term, your account will automatically renew month-to-month at a variable rate unless a different option is chosen. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 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.</p>		
Right of Rescission	<p>Customer may rescind this Agreement with no termination fee by calling Catalyst Power at 1-888-789-7250 at any time before midnight of the third business day after receiving this disclosure statement</p>		

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

 By:
 Title:
 Date:

 By:
 Title:
 Date:

Schedule A

Catalyst Power has no obligation to enroll or supply natural gas to any account(s) that are not identified below.

Please verify that your specific information is COMPLETE and ACCURATE.

Utility	Account Number / POD ID	Service Address	Requested Flow Start Month	Annual Usage (kWh)

Account(s) listed in the schedule may be updated or replaced with a new account number issued by the utility for the above listed service address(es).

{CUSTOMER NAME}

Catalyst Power & Gas, LLC

By:
Title:
Date:

By:
Title:

CATALYST POWER & GAS, LLC
Variable Price Natural Gas Supply Disclosure Statement

This is an agreement between Catalyst Power & Gas, LLC ("Catalyst Power"), an independent energy supplier, and the undersigned customer ("Customer") under which Customer shall obtain natural gas supply service and begin enrollment with Catalyst Power (the "Agreement"). Catalyst Power is licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas supply in Pennsylvania. Our PUC license number for natural gas supply is _____.

Your natural gas supply prices will be set by Catalyst Power. The Public Utility Commission regulates natural gas distribution prices and services.

You will continue to receive your bill from your Natural Gas Distribution Company (NGDC) for all natural gas supply and delivery charges. Your NGDC will continue to provide all emergency repairs and services. Catalyst Power is not affiliated with and does not represent your NGDC.

Definitions: Commodity Charges - The charges for the natural gas product which is sold either in cubic feet or dekatherms.

1. **Agreement to Sell and Purchase Energy.** Subject to the terms and conditions of this Agreement, Catalyst Power agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Catalyst Power necessary to meet Customer's requirements based upon consumption data obtained by Catalyst Power or the delivery schedule of the NGDC. Catalyst Power is not affiliated with and does not represent the NGDC. The amount of natural gas supplied under this Agreement is subject to change based upon data reflecting Customer's consumption obtained by Catalyst Power or the NGDC's delivery schedule. The NGDC will continue to deliver the natural gas supplied by Catalyst Power.
2. **Term.** This is a Month to Month Agreement. The Agreement shall commence as of the date of the first meter reading following when the change of Customer's provider to Catalyst Power is deemed effective by the NGDC, and shall continue until terminated by either party. Unless otherwise agreed to, this Agreement will automatically renew on a month-to-month basis under the same terms and conditions. In Catalyst Power's sole discretion, Catalyst Power reserves the right to automatically renew this Agreement at any time to a month-to-month renewal term priced at a variable rate which guarantees you savings compared to the default utility rate. If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance and the second 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. While receiving service on a month-to-month basis, Customer or Catalyst Power may cancel or terminate this Agreement by providing 30 days' advance written notice of termination to the other party. If there is a material adverse change in the business or financial condition of Customer (as determined by Catalyst Power at its discretion) or if Customer fails to meet its obligations under this Agreement or pay or post any required security deposit, then, in addition to any other remedies that it may have, Catalyst Power may terminate this Agreement upon 15 days' written notice to Customer.
3. **Right of Rescission.** You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Catalyst Power at 1-888-789-7250 or by email customercare@catalystpower.com.
4. **Pricing, Billing, and Termination. This is a Variable Price Contract.** The price for your first month of service from Catalyst Power is stated on your contract summary. Thereafter, the price that you will pay for your natural gas supply from Catalyst Power will vary from month to month based on the wholesale cost of natural gas from all sources (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 Catalyst Power's costs, expenses and margins. Your Catalyst Power price may be higher or lower than the NGDC's price in any particular month, and there is no guarantee of savings. There is no limit on the amount that your price can decrease or increase from month to month. Your price includes natural gas commodity charges and estimated total state taxes, but excludes Pennsylvania sales tax, if applicable. Customers will know the price per unit for electricity at the time of billing. Customers can call Catalyst Power at 1-888-789-7250 or visit our website at www.catalystpower.com for current variable pricing and the previous 24 months' average billed historical prices (or as many months of data as is available to date, up to 24 months). *Please note that historical prices are not indicative of present or future pricing.*

The NGDC will separately bill for, and Customer will be obligated to pay, all NGDC delivery related rates and charges. Customer will receive a single bill for both natural gas supply and delivery costs from NGDC. Catalyst Power may assign and sell Customer accounts receivable to the NGDC. Failure by a customer to make full payment of Catalyst Power charges due on any consolidated bill prepared by the NGDC for Catalyst Power will be grounds for disconnection of utility services in accordance with PA PUC rules and regulations on the termination of service to residential customers. Your NGDC may request a security deposit for amounts which include supplier charges. Your NGDC maintains the right to terminate service for any unpaid utility or supplier charges, pursuant to the Pennsylvania Public Utility Commission's regulations.

5. **Assignment.** Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Catalyst Power. Catalyst Power 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 PA PUC.

6. **Information Release Authorization.** Customer authorizes Catalyst Power to obtain and review information

regarding Customer's credit history from credit reporting agencies and standard information that is made available to suppliers from your NGDC. This information may be used by Catalyst Power to determine whether it will commence and/or continue to provide energy supply service to Customer and will not be disclosed to a third party unless required by law. Catalyst Power will maintain the confidentiality of the customer's personal information including name, address, phone number, usage, and payment history as required by applicable PUC regulations and Federal and State law. Catalyst Power will not release the customer's private confidential information to a third party without the customer's express consent. 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 Catalyst Power or by calling Catalyst Power at 1-888-789-7250. Catalyst Power reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

7. Cancellation. A residential customer may cancel this Agreement at any time by contacting Catalyst Power at 1-888-789-7250 or by email at customer@catalystpower.com. If you cancel this agreement you will owe us for amounts unpaid up to the date of cancellation. Catalyst Power may cancel this agreement at any time upon providing written notice to Customer. Common reasons for Catalyst Power to cancel this agreement would include: Non-Payment – If your natural gas service is terminated by your NGDC, then this agreement is cancelled on the date that your natural gas service is terminated. You will owe us for amounts unpaid for our charges for natural gas supply service up to the date of termination. Customer Move – If the customer moves from the address listed above, this agreement is cancelled. If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.

8. Final Bill. Customer acknowledges that in the event of a cancellation or termination of this Agreement it may take several billing cycles for Customer to return to the NGDC or another supplier for supply service. Customer is liable for all Catalyst Power charges until Customer returns to the NGDC or goes to another supplier. A final bill will be rendered by the NGDC 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.

9. Agency Natural Gas- Customer hereby designates Catalyst Power as agent to; (a) arrange and administer contracts and service agreements between Customer and Catalyst Power and between the interstate pipeline transporters; and (b) nominate and schedule with the interstate pipeline for the delivery of Customer's natural gas supplies to the Delivery Points, and with the NGDC for the transportation of 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 Catalyst Power to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the terms of this Agreement. Catalyst Power 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. Catalyst Power agrees to arrange for the transportation of the natural gas supplied under this Agreement from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the rate noted above.

10. Title. Customer and Catalyst Power agree that title to, control of, and risk of loss to the natural gas supplied by Catalyst Power under this Agreement will transfer from Catalyst Power to Customer at the Delivery Point(s).

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

12. Dispute Procedures-. In the event of a billing dispute or a disagreement involving Catalyst Power's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Catalyst Power by telephone or in writing, as provided below. If you are not satisfied after discussing your terms with us you may contact the Public Utility Commission (PUC) by phone at: 1-800-692-7380 or in writing at PO Box 3265, Harrisburg, PA 17105-3265.

13. Contact Information:

Catalyst Power Contact Information: Customer may contact Catalyst Power's Customer Service Center at 1-888-789-7250, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Catalyst Power at: 600 Franklin Ave, #268, Garden City, NY 11530 or email at customer@catalystpower.com.

Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, Phone: 1-800-692-7380
Information about shopping for a gas supplier is available at www.PaGasSwitch.com, by calling the Commission at 800-692-7380, and the Office of Consumer Advocate at (800) 684-6560 or www.oca.state.pa.us.

14. Force Majeure. Catalyst Power will make commercially reasonable efforts to provide natural gas hereunder but Catalyst Power does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Catalyst Power ("Force Majeure Events") may result in interruptions in service. Catalyst Power will not be liable for any such interruptions caused by a Force Majeure Event, and Catalyst Power is not and shall not be liable for damages caused by Force Majeure Events. Force Majeure Events shall include acts of God, fire, flood, storm, terrorism, war, civil disturbance, accidents, strikes, labor disputes or problems, inability to access the local distribution utility system, non-performance by the NGDC (including, but not limited to, a facility outage on facilities), or any other cause beyond Catalyst Power control.

15. Liability. The remedy in any claim or suit by Customer against Catalyst Power 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 Catalyst Power or Customer be liable for consequential, incidental, indirect, special or punitive damages. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this Agreement.

16. **Arbitration.** ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. CUSTOMER WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

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

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

19. **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 rate, Catalyst Power shall have the right to modify this Agreement, with the customer's consent for any term other than rate, to reflect such Regulatory Change by providing 30 days' written notice of such modification to the Customer.

20. **Energy Credits and Subsidies.** Notwithstanding anything to the contrary, to the extent Catalyst Power is obligated as a result of new requirements to purchase additional Renewable Energy Credits, Zero Emissions Credits, or other federal, state, or locally mandated credits, taxes, or subsidies to support the development and/or maintenance of renewable or zero carbon resources, such costs will be automatically passed through to the Customer and incorporated into the rate. Customer understands and acknowledges that such costs are subject to change at any time and are outside of Catalyst Power's control.

21. **Emergency Service.** The NGDC 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 NGDC.

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

In Witness Whereof, the Parties hereto, intending to be legally bound hereby have caused this Agreement to be executed pursuant to due and legal action authorizing the same to be done on the Effective Date set forth on the disclosure statement.

EXHIBIT 10
Proofs of Publication

DATE OF DEPOSIT
JUN 15 2021
PA PUBLIC UTILITY COMMISSION
SECRETARY'S BUREAU

The Scranton Times (Under act P.L. 877 No 160. July 9, 1976)
Commonwealth of Pennsylvania, County of Lackawanna

STEVENS & LEE
MELISSA M. ZEIDERS
16TH FLOOR 17 N 2ND ST
HARRISBURG PA 17101

Account # 63029
Order # 82537499
Ad Price: 351.25

CATALYST POWER & GAS, LLC

Sharon Venturi

Being duly sworn according to law deposes and says that (s)he is Billing clerk for The Scranton Times, owner and publisher of The Scranton Times, a newspaper of general circulation, established in 1870, published in the city of Scranton, county and state aforesaid, and that the printed notice or publication hereto attached is exactly as printed in the regular editions of the said newspaper on the following dates:

06/02/2021

Affiant further deposes and says that neither the affiant nor The Scranton Times is interested in the subject matter of the aforesaid notice or advertisement and that all allegations in the foregoing statement as time, place and character or publication are true Sharon Venturi

Sworn and subscribed to before me
this 1st day of June A.D., 2021

Kathleen Weaver
(Notary Public)

Commonwealth of Pennsylvania - Notary Seal
Kathleen Weaver, Notary Public
Lackawanna County
My commission expires June 14, 2025
Commission number 1314506
Member, Pennsylvania Association of Notaries

LEGAL NOTICE

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania.
Catalyst Power & Gas, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. Catalyst Power & Gas, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. Catalyst Power & Gas, LLC proposes to sell electricity, natural gas and related services in the service territories of Citizens Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellbore Electric Company, UGI Utilities, Inc., Columbia Gas of PA, Inc., PECO, National Fuel Gas Distribution Corp., Peoples Natural Gas Company, LLC, Peoples Gas Company, LLC, Philadelphia Gas Works, Valley Energy, Inc. and UGI Utilities, Inc. Gas Division under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.
The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Catalyst Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Catalyst Power & Gas, LLC's attorney at the address listed below.
By and through Counsel for Catalyst Power & Gas, LLC
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (717) 255-0882

PROOF OF PUBLICATION
In
THE ERIE TIMES-NEWS
COMBINATION EDITION

STEVENS & LEE
17 N Second St 16th Floor
HARRISBURG PA 17101

REFERENCE: 136098 433513
PUC Notice

STATE OF PENNSYLVANIA)
COUNTY OF ERIE) SS:

Lorri Stefanelli, being duly sworn, deposes and says that: (1) he/she is a designated agent of the Times Publishing Company (TPC) to execute Proofs of Publication on behalf of the TPC; (2) the TPC, whose principal place of business is at 205 W. 12th Street, Erie, Pennsylvania, owns and publishes the Erie Times-News, established October 2, 2000, a daily newspaper of general circulation, and published at Erie, Erie County Pennsylvania; (3) the subject notice or advertisement, was published in the regular edition(s) of said newspaper on the date(s) referred to below. Affiant further deposes that he/she is duly authorized by the TPC, owner and publisher of the Erie Times-News, to verify the foregoing statement under oath, and affiant is not interested in the subject matter of the aforesaid notice or advertisement, and that all allegations in the foregoing statement as to time, place and character of publication are true.

PUBLISHED ON: 05/15/21

TOTAL COST: \$744.00 AD SPACE: 0 Lines

FILED ON: 05/15/21

PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE

Application of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Catalyst Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Catalyst Power & Gas, LLC's attorney at the address listed below.

By and through Counsel for Catalyst Power & Gas, LLC
Michael Guin, Esq.
Stevens & Lee
17 N. 2nd St., 18th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

EP-433513

Sworn to and subscribed before me this 17th day of May 2021

Affiant: Lorri Stefanelli
NOTARY: Barbara J Moore

Commonwealth of Pennsylvania - Notary Seal
Barbara J. Moore, Notary Public
Erie County
My commission expires March 23, 2024
Commission number 1114860
Member, Pennsylvania Association of Notaries

PROOF OF PUBLICATON OF NOTICE IN THE WILLIAMSPORT

SUN-GAZETTE UNDER ACT NO. 587, APPROVED MAY 16, 1929

STATE OF PENNSYLVANIA

COUNTY OF LYCOMING

SS:

Robert O. Rolley, Jr., Publisher of the Sun-Gazette LLC publishers of the Williamsport Sun-Gazette, successor to the Williamsport Sun and the Gazette & Bulletin, both daily newspapers of general circulation, published at 252 West Fourth Street, Williamsport, Pennsylvania, being duly sworn, deposes and says that the Williamsport sun was established in 1870 and the Gazette & Bulletin was established in 1801, since which dates said successor, the Williamsport Sun-Gazette, has been regularly issued and published in the County of Lycoming aforesaid, and that a copy of the printed notice is attached hereto exactly as the same was printed and published in the regular editions of said Williamsport Sun-Gazette on the following dates, viz:

May 14, 2021

Affiant further deposes that he is an officer daily authorized by the Sun-Gazette LLC, publisher of the Williamsport Sun-Gazette, to verify the foregoing statement under oath and declare that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all the allegations in the foregoing statement as to time, place and character of publication are true.

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania.

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and related services in the service territories of Citizens' Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wallisboro Electric Company, UGI Utilities, Inc., Columbia Gas of PA, Inc., PECO, National Fuel Gas Distribution Corp., Peoples Natural Gas Company, LLC, Philadelphia Gas Works, Valley Energy, Inc. and UGI Utilities, Inc. Gas Division under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Catalyst Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC. 400

North Street, Harrisburg, PA 17120. You should send copies of any protest to Catalyst Power & Gas, LLC's attorney at the address listed below.

By and through Counsel for Catalyst Power & Gas, LLC Michael Gruin, Esq. Stevens & Lee 17 N. 2nd St., 16th Fl. Harrisburg, PA 17101 Phone (717) 255-7365 Fax (610) 988-0852

[Signature] SUN-GAZETTE LLC

Sworn to and subscribed before me

The 18th day of May 20 21

[Signature] Notary Public

Commonwealth of Pennsylvania - Notary Seal BETH A MILLER - Notary Public Lycoming County My Commission Expires Jun 4, 2024 Commission Number 1297751

STATEMENT OF ADVERTISING COSTS

To the Sun-Gazette LLC, Dr.:

For publishing the notice attached

Hereto on the above state dates.....\$ 366.44

Probated same.....\$

Total.....\$ 366.44

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

THE SUN-GAZETTE LLC hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid

SUN-GAZETTE LLC

BY Robert O. Rolley, Jr.

The Philadelphia Inquirer

801 MARKET STREET, SUITE 300, PHILADELPHIA, PA 19107

Affidavit of Publication

On Behalf of:
STEVENS & LEE
17 N. 2nd St., 16th Floor
Harrisburg, PA17101

STATE OF PENNSYLVANIA COUNTY OF PHILADELPHIA:

Before the undersigned authority personally appeared the undersigned who, on oath represented a and say: that I am an employee of The Philadelphia Inquirer, LLC, and am authorized to make this affidavit of publication, and being duly sworn, I depose and say:

1. The Philadelphia Inquirer, LLC is the publisher of the Philadelphia Daily News, with its headquarters at 801 Market Street, Suite 300, Philadelphia, Pennsylvania 19107.
2. The Philadelphia Daily News is an edition of The Philadelphia Inquirer. The Philadelphia Daily News is continuously published and distributed Sunday-Friday in the City of Philadelphia, count and state aforesaid.
3. The printed notice or publication attached hereto set forth on attached hereto was published in all regular print editions of the Philadelphia Daily News on

Legal Notices

as published in Daily News Legals in the issue(s) of:

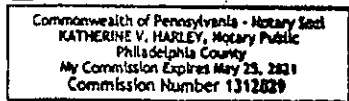
5/17/2021

4. Under oath, I state that the following is true and correct, and that neither I nor The Philadelphia Inquirer, LLC have any is interest in the subject matter of the aforesaid notice or advertisement.

Helene Sweaney

Katherine V. Harley
Notary Public

My Commission Expires:



Ad No: 66487
Customer No: 104032

COPY OF ADVERTISEMENT

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier Engaged In The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public In The Commonwealth Of Pennsylvania. Catalyst Power & Gas, LLC will be filing an application with the Pennsylvania Public Utility Commission ("PUC") for a license to provide natural gas supply services as a supplier of natural gas engaged in the business of providing natural gas services. Catalyst Power & Gas, LLC will also be filing an application with the PUC for a license to supply electricity or electric generation services as a generator and supplier of electric power engaged in the business of supplying electricity. Catalyst Power & Gas, LLC proposes to sell electricity, natural gas and related services in the service territories of Citizens' Electric Company, Duquesne Light Company, Metropolitan Edison Company, PECO Energy Company, Pennsylvania Electric Company, Pennsylvania Power Company, West Penn Power, PPL Electric Utilities, Pike County Light & Power Co., Wellsboro Electric Company, UGI Utilities, Inc., Columbia Gas of PA, Inc., PECO, National Fuel Gas Distribution Corp., Peoples Natural Gas Company, LLC, Peoples Gas Company, LLC, Philadelphia Gas Works, Valley Energy, Inc, and UGI Utilities, Inc.- Gas Division under the provisions of the new Natural Gas Choice and Competition Act and the Electricity Generation Customer Choice and Competition Act.

The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Catalyst Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Catalyst Power & Gas, LLC's attorney at the address listed below.

By and through Counsel for Catalyst Power & Gas, LLC

Michael Gruln, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852



AD#: 0009974710

Commonwealth of Pennsylvania,) ss
County of Cumberland)

Sheryl Leggore being duly sworn, deposes that he/she is principal clerk of PA Media Group; that The Patriot News is a public newspaper published in the city of Mechanicsburg, with general circulation in Cumberland and Dauphin and surrounding counties, and this notice is an accurate and true copy of this notice as printed in said newspaper, was printed and published in the regular edition and issue of said newspaper on the following date(s):

The Patriot News 05/13/2021

Principal Clerk of the Publisher

Sworn to and subscribed before me this 18th day of May 2021

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Crystal B. Rosensteel, Notary Public
Dauphin County
My commission expires June 27, 2024
Commission number 1299212
Member, Pennsylvania Association of Notaries

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania.

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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Catalyst Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Catalyst Power & Gas, LLC's attorney at the address listed below.

By and through Counsel for Catalyst Power & Gas, LLC
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.

Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss D. Rullo, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

13 of May, 2021

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.



PG Publishing Company

Sworn to and subscribed before me this day of:
May 13, 2021



Commonwealth of Pennsylvania - Notary Seal
Patricia A. Haluka, Notary Public
Allegheny County
My commission expires December 4, 2024
Commission number 1387348
Member, Pennsylvania Association of Notaries

STATEMENT OF ADVERTISING COSTS

Stevens & Lee PC
17 N 2ND ST FL 16
ATTN: Michael Gruin, Esq.
HARRISBURG PA 17101-1638

To PG Publishing Company

Total ----- \$688.50

Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office
2201 Sweeney Drive
CLINTON, PA 15026
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

COPY OF NOTICE OR PUBLICATION

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE
Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier Engaged in The Business of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services To The Public in The Commonwealth of Pennsylvania.
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The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of Catalyst Power & Gas, LLC may be filed within 15 days of the date of this notice with the Secretary of the PUC, 400 North Street, Harrisburg, PA 17120. You should send copies of any protest to Catalyst Power & Gas, LLC's attorney at the address listed below.
By and through Counsel for Catalyst Power & Gas, LLC
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852

COMMONWEALTH OF PENNSYLVANIA } SS
County of Cambria

**PENNSYLVANIA
PUBLIC UTILITY COMMISSION
NOTICE**

Applications of Catalyst Power & Gas, LLC For Approval To Offer, Render, or Furnish Services as a Supplier Engaged in The Business Of Supplying Natural Gas Supply Services and Electricity Supply or Electric Generation Services, To The Public in The Commonwealth Of Pennsylvania.

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**By and through Counsel for Catalyst Power & Gas, LLC
Michael Gruin, Esq.
Stevens & Lee
17 N. 2nd St., 16th Fl.
Harrisburg, PA 17101
Phone (717) 255-7365
Fax (610) 988-0852**

Sign
28th
by C

[Handwritten signature]

On this 28th day of May A.D. 2021, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

County of Cambria, and Commonwealth of Pennsylvania and above matter published in said publication in the regular issues of PA, on May 13, 2021; and that the Affiant is not interested in and that all of the allegations as to time, place and character of

[Handwritten signature: Christine Marhefka]

STATEMENT OF ADVERTISING COSTS

0.00 Lines @	\$2.50 per line	0.00
9.25 Inches @	\$25.00 per inch	231.25
Notary Fee		5.00
Clerical Fee		2.50
Total Cost		238.75

Commonwealth of Pennsylvania - Notary Seal
Vivian Ohs, Notary Public
Cambria County
My commission expires December 6, 2024
Commission number 1123017
Member, Pennsylvania Association of Notaries

To The Tribune-Democrat, Johnstown, PA
For publishing the notice or publication
attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

VIVIAN OHS for publisher of *TRIBUNE-DEMOCRAT*
a newspaper of general circulation, hereby acknowledges receipt of the aforesaid
and publication costs and certifies that the same has been duly paid.

TRIBUNE-DEMOCRAT
(Name of Newspaper)

By *[Handwritten signature]*

Dial 532-5038
for all the
details on
placing
YOUR ad!

On this 28th day of May A.D. 2021, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Christine Marhefka, who being duly sworn according to law, deposes and says as Sales Manager / Major Accounts of the Tribune-Democrat, Johnstown, PA, a newspaper of general circulation as defined by the "Newspaper Advertising Act", a merger September 8, 1952, of the Johnstown Tribune, established December 7, 1853; and of the Johnstown Democrat, established March 5, 1863,

published continuously at Johnstown Pa. in the County of Cambria, and Commonwealth of Pennsylvania and that the annexed is a true copy of a notice in the above matter published in said publication in the regular issues of The Johnstown Tribune-Democrat, Johnstown, PA, on May 13, 2021; and that the Affiant is not interested in the subject matter of said notice or advertising and that all of the allegations as to time, place and character of said publication are true.

Christine Marhefka

STATEMENT OF ADVERTISING COSTS

Signed and sworn to before me on 28th day of May, 2021, by Christine Marhefka making the statement.

Vivian Ohs

0.00 Lines @ \$2.50 per line	0.00
9.25 Inches @ \$25.00 per inch	231.25
Notary Fee	5.00
Clerical Fee	2.50
Total Cost	238.75

Commonwealth of Pennsylvania - Notary Seal
Vivian Ohs, Notary Public
Cambria County
My commission expires December 6, 2024
Commission number 1123017
Member, Pennsylvania Association of Notaries

To The Tribune-Democrat, Johnstown, PA
For publishing the notice or publication
attached hereto on the above stated dates.

PUBLISHER'S RECEIPT FOR ADVERTISING COSTS

VIVIAN OHS for publisher of *TRIBUNE-DEMOCRAT*
a newspaper of general circulation, hereby acknowledges receipt of the aforesaid
and publication costs and certifies that the same has been duly paid.

TRIBUNE-DEMOCRAT
(Name of Newspaper)

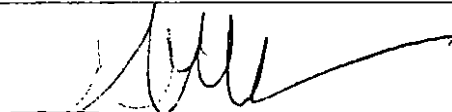
By *Vivian Ohs*

CERTIFICATE OF SERVICE

On this the 15th day of June 2021, I certify that a true and correct copy of the foregoing filing has been served upon the following by First Class U.S. Mail, postage prepaid:

Office of Consumer Advocate 5th Floor, Forum Place 555 Walnut Street Harrisburg, PA 17120	Office of the Attorney General Bureau of Consumer Protection Strawberry Square, 14th Floor Harrisburg, PA 17120
Office of Small Business Advocate Commerce Building, Suite 202 300 North Second Street Harrisburg, PA 17101	Commonwealth of Pennsylvania Department of Revenue Bureau of Compliance PO Box 281230 Harrisburg, PA 17128-0946
Bureau of Investigation & Enforcement Pennsylvania Public Utility Commission Commonwealth Keystone Building 400 North Street, 2 West Harrisburg, PA 17120	Manager Energy Acquisition PECO Energy Company 2301 Market Street Philadelphia, PA 19101-8699
Legal Department West Penn Power d/b/a Allegheny Power 800 Cabin Hill Drive Greensburg, PA 15601-1689	PPL: Office of General Counsel Attn: Kimberly A. Klock PPL Two North Ninth Street (GENTW3) Allentown, PA 18101-1179
Regulatory Affairs Duquesne Light Company 411 Seventh Street, MD 16-4 Pittsburgh, PA 15219	Pike County Light & Power Company: Vice President – Energy Supply Corning Natural Gas Holding Corporation 330 West William Street Corning, NY 14830
Citizens' Electric Company Attn: EGS Coordination 1775 Industrial Boulevard Lewisburg, PA 17837	UGI Utilities, Inc. Attn: Rates Dept. – Choice Coordinator 2525 N. 12th Street, Suite 360 1 UGI Dr. Denver, PA 17517
Legal Department First Energy 2800 Pottsville Pike Reading PA, 19612	Wellsboro Electric Company Attn: EGS Coordination 33 Austin Street P. O. Box 138 Wellsboro, PA 16901

DATE: June 15, 2021


Michael A. Gruin, Esq.

ORIGIN ID:MDTA (717) 234-1090
JADE MACLEAN

SHIP DATE: 15 JUN 21
ACTWGT: 2.00 LB
CAD: 100081646/NET4340

17 N. 2ND ST
16TH FLOOR
HARRISBURG, PA 17111
UNITED STATES US

BILL SENDER

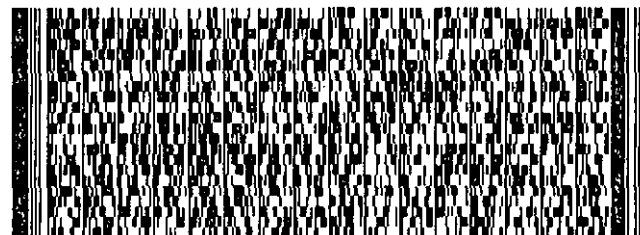
TO SECRETARY ROSEMARY CHIAVETTA
PENNSYLVANIA PUBLIC UTILITY COMMISS
COMMONWEALTH KEYSTONE BUILDING
400 NORTH STREET
HARRISBURG PA 17120

(717) 255-7366

REF 115074-00001

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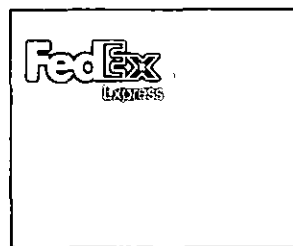
JUN 17 2021

E1 MDTA

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SECRETARY'S BUREAU PA-US 17120
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