



159 20th St., Suite 1B
Brooklyn, NY 11232

P. 212 590 0145

info@feller.law
www.feller.law

VIA ELECTRONIC FILING and FEDERAL EXPRESS

July 30, 2021

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

**Re: Electric Generation Supplier License Application of City Power & Gas, LLC; Docket No. A-2021-3025378
Natural Gas Supplier License Application of City Power & Gas, LLC; Docket No. A-2021-3025383**

Dear Secretary Chiavetta:

In regards to the above referenced matters, enclosed please find the following revised documents:

1. Electric Supplier Contract Summary;
2. Natural Gas Supplier Contract Summary; and
3. Residential and Small Business Natural Gas and Electric Sales Agreement which was approved by Staff on July 29, 2021.

Please do not hesitate to contact me if you should have any questions regarding this matter.

Respectfully,

/s/ Michelle Mann

Michelle Mann
Director of Government Affairs and
Regulatory Paralegal
Feller Law Group, PLLC
Phone: (718) 690-3480
Email: michellemann@feller.law
On behalf of City Power & Gas, LLC

Enclosures

VERIFICATION

I, Michelle Mann, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief, and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

Respectfully,

/s/ Michelle Mann

Michelle Mann

Director of Government Affairs and
Regulatory Paralegal

Feller Law Group, PLLC

Phone: (718) 690-3480

[Email: michellemann@feller.law](mailto:michellemann@feller.law)

On behalf of City Power & Gas, LLC

Date: July 30, 2021

Electric Supplier Contract Summary – Residential and Small Business Customers

Electric Generation Supplier Information	<p>City Power & Gas, LLC (“CPG” or “We”) 3 Mount Ebo Rd. N Suite 554, Brewster, NY 10509 License No. [] www.citypowerandgas.com Customer Service Toll Free Number: 1-877-518-9339 Customer Service Email: _____ CPG is responsible for the generation charges shown on Customer’s bill.</p>			
Price Structure	<p><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p> <p><input type="checkbox"/> _____% Renewable</p> <p>[If Variable] The price each month shall reflect the cost of electricity obtained from all sources (including energy, capacity, settlement, ancillaries), related transmission and distribution charges and other market-related factors, including such factors as electricity market pricing, utility charges, and other market price related factors, as determined by CPG’s discretion, plus all applicable taxes, fees, charges or other assessments and CPG’s costs, expenses and margins. If your product selection includes renewable energy, CPG will purchase and retire renewable energy certificates (REC’s), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your electricity as selected above comes from renewable sources. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. Such price will be reflected in Customer’s monthly bill from CPG.</p>			
Generation/ Supply Price	<p>[If Fixed] \$ _____ /kWh during the Initial Term.</p> <p>[If Variable] Customer’s first month’s price with CPG will be [\$ _____ /kWh]</p>			
Generation Price at Various Usage Levels	Usage:	500 kWh	1,000 kWh	2,000 kWh
	Price per kWh:			
Statement Regarding Savings	The price may be higher or lower than the price offered by Customer’s electric distribution company (“EDC” or “utility”). Thus savings are not guaranteed.			
Deposit Requirements	If CPG bills Customer directly, we may require a deposit from Customer.			
Contract Start Date	Deliveries of electricity will start on a date set by Customer’s EDC based on the customer’s meter read date.			
Contract Duration/Length	<p>[If Fixed] _____ months (“Initial Term”)</p> <p>[If Variable] Variable: Month-to-Month</p>			
Cancellation/ Early Termination Fees	<p>[If Fixed] Yes. Residential customers that cancel this Contract prior to the end of the Initial Term, will pay an early termination fee of \$10 per month from the date that CPG receives the Customer’s cancellation request to the expiration of the Initial Term. This early termination fee will not exceed \$150.00. Small business customers that cancel this Contract prior to the end of the Initial Term, will pay an early termination fee equal to (1) the negative difference between the fixed price set forth in the Contract and the calculation by CPG of the fixed rate at the date of the termination multiplied by (2) the estimated volumes for the remainder of the Initial Term or the renewal term, using the actual volumes received by the Customer for the prior 12 month period as the volumes in determining damages.</p> <p>[If Variable] There is no early termination fee associated with electric contracts for variable-rate service.</p>			
End of Contract	[If Fixed] Customer will receive two (2) advance written notices from CPG, the first between forty-five (45) and sixty (60) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least thirty (30) days prior to the expiration of the Initial Term. We will explain Customer’s options in these notices. If Customer takes no action, we will continue to serve Customer on a month-to-month basis at a variable price. There is no early termination fee if Customer terminates this Contract after the end of the Initial Term.			

	[If Variable] Variable: This Contract will continue on a month-to-month basis unless cancelled by Customer or CPG.
Right of Recission:	You will have a 3 day right to rescind this Contract without penalty upon receipt of your terms and conditions. You may cancel this Contract without penalty by contacting us by telephone at the contact number listed above, or in writing at the address listed above, within 3 business days of your receipt of your Contract.

Natural Gas Supplier Contract Summary – Residential and Small Business Customers

Natural Gas Supplier Information	<p>City Power & Gas, LLC (“CPG” or “We”) 3 Mount Ebo Rd. N Suite 554, Brewster, NY 10509 License No. [] www.citypowerandgas.com Customer Service Toll Free Number: 1-877-518-9339 Customer Service Email: _____ CPG is responsible for the gas commodity/supply charges shown on Customer’s bill.</p>
Natural Gas Price Structure	<p><input type="checkbox"/> Fixed <input type="checkbox"/> Variable</p> <p>[If Variable] The price each month shall reflect the cost of natural gas obtained from all sources It will include Transmission Charges (if applicable) and Estimated Total State Taxes, including the Gross Receipts Tax, but excluding applicable state and local Sales Taxes. It will reflect the cost of natural gas, including energy, capacity, settlement, ancillaries, renewable energy credits (RECs), alternative energy credits (AECs), related transmission and distribution charges and other market-related factors; plus, all applicable taxes, fees, charges, costs, expenses and margins. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. Such price will be reflected in Customer’s monthly bill from CPG.</p>
Natural Gas Supply Price	<p>[If Fixed] \$ / _____ during the Initial Term.</p> <p>[If Variable] Customer’s first month’s price with CPG will be [\$____ / _____]</p>
Statement Regarding Savings	The price may be higher or lower than the price offered by Customer’s natural gas distribution company (“NGDC” or “utility”). Thus savings are not guaranteed.
Deposit Requirements	If CPG bills Customer directly, we may require a deposit from Customer.
Contract Start Date	Deliveries of natural gas will start on a date set by Customer’s NGDC.
Contract Duration/Length	<p>[If Fixed] _____ months (“Initial Term”)</p> <p>[If Variable] Variable: Month-to-Month</p>
Cancellation/ Early Termination Fees	<p>[If Fixed] Yes. Residential customers that cancel this Contract prior to the end of the Initial Term, will pay an early termination fee of \$10 per month from the date that CPG receives the Customer’s cancellation request to the expiration of the Initial Term. This early termination fee will not exceed \$150.00. Small business customers that cancel this Contract prior to the end of the Initial Term, will pay an early termination fee equal to (1) the negative difference between the fixed price set forth in the Contract and the calculation by CPG of the fixed rate at the date of the termination multiplied by (2) the estimated volumes for the remainder of the Initial Term or the renewal term, using the actual volumes received by the Customer for the prior 12 month period as the volumes in determining damages.</p> <p>[If Variable] There is no early termination fee associated with natural gas contracts for variable-rate service.</p>
End of Contract	<p>[If Fixed] Customer will receive two (2) advance written notices from CPG, the first between sixty (60) and seventy-five (75) days prior to the expiration of the initial Contract term (“Initial Term”), and the second at least forty-five (45) days prior to the expiration of the Initial Term. We will explain Customer’s options in these notices. If Customer takes no action, we will continue to serve Customer on a month-to-month basis at a variable price. There is no early termination fee if Customer terminates this Contract after the end of the Initial Term.</p> <p>[If Variable] Variable: This Contract will continue on a month-to-month basis unless cancelled by Customer or CPG.</p>
Right of Rescission:	You will have a 3 day right to rescind this Contract without penalty upon receipt of your terms and conditions. You may cancel this Contract without penalty by contacting us by telephone at the contact number listed above, or in writing at the address listed above, within 3 business days of your receipt of your Contract.



**CPG ELECTRICITY and NATURAL GAS
SALES AGREEMENT
RESIDENTIAL and SMALL BUSINESS CUSTOMERS**

*3 Mount Ebo Rd. N Suite 554
Brewster, NY 10509
Telephone: (877) 518-9339
Fax: (845)363-9020
www.citypowerandgas.com*

**CITY POWER & GAS CONSUMER CONTRACT AND DISCLOSURE
STATEMENT OF TERMS OF SERVICE PENNSYLVANIA
ELECTRIC GENERATION SERVICE LICENSE NUMBER [REDACTED]
NATURAL GAS SERVICE LICENSE NUMBER [REDACTED]**

Purchase of Power and Energy Service and/or Natural Gas Supply Service

City Power & Gas, LLC ("CPG") agrees to sell, and you agree to buy, your full requirements for residential or small business electric generation and/or natural gas service at the price and on the terms and conditions specified in the Contract Summary and this Consumer Contract and Disclosure Statement (the "Contract"). Price and other terms of this Contract are subject to change as provided below. CPG reserves the right to revoke its electricity and/or natural gas offer(s) for any reason at any time prior to your acceptance of this Contract. Throughout this Contract, the words "you" and "your" refer to the customer who has entered into this Contract. The words "we", "us" and "our" refer to CPG. CPG is an independent seller of electric generation service and natural gas service licensed by the Pennsylvania Utility Commission ("PUC"), and is not representing or acting on behalf of the electric distribution company ("EDC" or "Utility") or natural gas distribution company ("NGDC" or "Utility") responsible for the service territory where you reside, any governmental bodies, or consumer groups. You will receive written notification from the Utility confirming a pending switch of your electric generation and/or natural gas supply. We set the generation prices and commodity charges that you pay. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. You will receive a single bill from your Utility that will contain your Utility charges and CPG's charges. You may cancel this Contract at any time before midnight of the third business day after receiving this Contract by either notifying us in writing at the address provided below or by phone by calling us at 1-877-518-9339 that you would like to rescind this Contract.

Right of Rescission

You may cancel this Contract at any time before midnight of the third business day after receiving this Contract by either notifying us in writing at the address provided below or by phone by calling us at 1-877-518-9339 that you would like to rescind this Contract.

Initiation of Service

THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE CPG TO CHANGE YOUR ELECTRIC GENERATION AND/OR NATURAL GAS SERVICE SUPPLIER AND, BY ENTERING INTO THIS CONTRACT, YOU AUTHORIZE CPG TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH. CPG will begin providing electric generation and/or natural gas service to you on the next applicable meter read date after the Utility processes your enrollment and your service will continue throughout the duration of this Contract. The Utility will notify you of the date on which your electric generation and/or natural gas service from CPG will begin. If you are a residential customer, you represent and warrant that the electricity and/or natural gas supply being purchased under this Contract is to be used solely for residential and/or small business purposes. CPG's obligations under this Contract are conditioned on you providing complete and accurate information and on you remaining a Utility customer throughout the duration under the applicable residential or small business rate class.

Key Pricing Definitions

"Commodity charges" are the charges for basic gas supply service which is sold either by volume (ccf or Mcf) or heating value (dekatherms). Commodity charges are specific to this Contract. Commodity prices

and charges are set by the natural gas supplier you have chosen, which is CPG. This charge will vary according to how much natural gas you use.

“Distribution charges” are part of the basic service charges on every customer’s bill for delivering electricity from the electric distribution company to your home or business. The distribution charge is regulated by the Public Utility Commission. This charge will vary according to how much electricity you use.

“Distribution charges” are part of the basic service charges on every customer’s bill for delivering natural gas from the natural gas distribution company to your home or business. The PUC regulates distribution prices and services. This charge will vary according to how much natural gas you use.

“Interstate pipeline charges” are charges for moving natural gas to the distribution lines of a natural gas distribution company.

“Generation charges” are charges for producing electricity. Generation service is competitively priced and is not regulated by the Public Utility Commission. If you purchase electricity from an electric supplier, your generation charge will depend on the contract between you and your supplier.

“Transmission charges” is the cost for transporting electricity from the generation source to your electric distribution company. For most electric customers who select a new supplier, transmission costs will be included in the charges from your new supplier. The Federal Energy Regulatory Commission regulates retail transmission prices and services. This charge will vary with your source of supply.

Contract Duration

The initial duration of the Contract is indicated in the “Contract Duration/Length” section of the above Contract and Contract Summary (“Summary”) based on your election, beginning on the starting date that is the next meter read date after the Utility processes your enrollment. Your switch to CPG as your electric generation supplier will take effect with your next applicable meter read date. Your switch to CPG as your natural gas supplier will be determined by your NGDC.

Variable Pricing

Residential and Small Business (Electric). Your initial price for electric generation service for the above Contract Duration/Length is indicated in the “Generation/Supply Price” section of the above Summary and will include Transmission Charges and Estimated Total State Taxes, including the Gross Receipts Tax, but excluding applicable state and local Sales Taxes. **You will pay a price that can change monthly.** It will reflect the cost of electricity including: wholesale prices, energy, capacity, settlement, ancillaries, carbon offsets (if any), renewable energy credits (RECs), alternative energy credits (AECs), related transmission and distribution charges and other market-related factors; plus, all applicable taxes, fees, charges, costs, expenses and margins. If your product selection includes renewable energy, CPG will purchase and retire renewable energy certificates (REC’s), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your electricity usage comes from renewable sources, as disclosed in your Summary.

The variable price charged for electric generation under this Contract is reflective of competitive market conditions, was not set or approved by the PUC and does not include any applicable taxes (other than gross receipt taxes) or local distribution company fees or charges, which will be charged by the Utility. If you are a residential customer, based on the information provided by you during your sign-up, this address is your personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the Utility bill. Accordingly, if you are a residential customer, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for cancelling this Contract at the end of the then-applicable Contract duration as provided in the “Contract Duration” and “Renewal” sections. Under certain other circumstances, you may be responsible for payment of an early cancellation fee as provided in the “Cancellation” section below. You may obtain the previously 24 months’ average monthly billed prices for your rate class and Utility service territory by contacting us at 1-877-518-9339 or at [\[REDACTED\].com](#). Historical pricing is not indicative of present or future pricing.

Residential and Small Business (Natural Gas). Your initial price for natural gas service for the above Contract Duration/Length is indicated in the “Generation/Supply Price” section of the above Summary and will include natural gas commodity charges and estimated Total State Taxes, but excludes applicable state and local Sales Tax. You will pay a price that can change monthly. It will reflect the cost of natural gas,

including: procuring natural gas, wholesale prices, energy, capacity, settlement, ancillaries, related transmission and distribution charges and other market-related factors; plus, all applicable taxes, fees, charges, costs, expenses and margins. For variable pricing plans, you may obtain the previous 24 months' average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained at the beginning of this Contract. You can contact CPG each month at 1-877-518-9339 to obtain your current rate for that day.

The variable price charged for natural gas service under this Contract is reflective of competitive market conditions, was not set or approved by the PUC and does not include any applicable taxes (other than gross receipt taxes) or local distribution company fees or charges, which will be charged by the Utility. If you are a residential customer, based on the information provided by you during your sign-up, this address is your personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the Utility bill. Accordingly, if you are a residential customer, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for cancelling this Contract at the end of the then-applicable Contract duration as provided in the "Contract Duration" and "Renewal" sections. Under certain other circumstances, you may be responsible for payment of an early cancellation fee as provided in the "Cancellation" section below. You may obtain the previously 24 months' average monthly billed prices for your rate class and Utility service territory by contacting us at 1-877-518-9339 or at www.cpg.com. Historical pricing is not indicative of present or future pricing.

THE RATES CAN CHANGE EACH BILLING PERIOD, AND THERE IS NOT A LIMIT ON HOW MUCH THE PRICE CAN CHANGE FROM ONE BILLING CYCLE TO THE NEXT. YOU WILL NOT RECEIVE NOTIFICATIONS OF VARIABLE RATE CHANGES EXCEPT AT THE TIME OF BILLING.

Fixed Pricing

Residential and Small Business (Electric). Your price for electric generation service for the above Contract Duration/Length is indicated in the "Generation/Supply Price" section of the above Summary, and will remain at the same price for the duration of the above Contract Duration/Length. This price includes transmission charges, estimated Total State Taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. This fixed price does not include Distribution Charges (as defined above) or any other Utility charges (which will be invoiced by the Utility). If your product selection includes renewable energy, CPG will purchase and retire renewable energy certificates (REC's), carbon offsets, verified emission reductions or other instruments or attributes to ensure that a specified percentage of your electricity usage comes from renewable sources, as disclosed in your Summary.

The fixed price charged for electric generation under this Contract is reflective of competitive market conditions, was not set or approved by the PUC and does not include any applicable taxes (other than gross receipt taxes) or local distribution company fees or charges, which will be charged by the Utility. If you are a residential customer, based on the information provided by you during your sign-up, this address is your personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the Utility bill. Accordingly, if you are a residential customer, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for cancelling this Contract at the end of the then-applicable Contract duration as provided in the "Contract Duration" and "Renewal" sections. Under certain other circumstances, you may be responsible for payment of an early cancellation fee as provided in the "Cancellation" section below.

Residential and Small Business (Natural Gas). Your price for natural service for the above Contract Duration/Length is indicated in the "Generation/Supply Price" section of the above Summary, and will remain at the same price for the duration of the above Contract Duration/Length. This price includes natural gas commodity charges, estimated Total State Taxes, but excludes applicable state and local Sales Tax. This fixed price does not include Distribution Charges (as defined above) or any other Utility charges (which will be invoiced by the Utility).

The fixed price charged for natural service under this Contract is reflective of competitive market conditions, was not set or approved by the PUC and does not include any applicable taxes (other than gross receipt taxes) or local distribution company fees or charges, which will be charged by the Utility. If you are a residential customer, based on the information provided by you during your sign-up, this address is your

personal residence, vacation home or residential rental property or you are the parent or guardian for the person residing here, and you are paying the Utility bill. Accordingly, if you are a residential customer, under current applicable laws, we are not required to assess sales taxes on our charges under this Contract. There is no charge for entering into this Contract or for cancelling this Contract at the end of the then-applicable Contract duration as provided in the "Contract Duration" and "Renewal" sections. Under certain other circumstances, you may be responsible for payment of an early cancellation fee as provided in the "Cancellation" section below.

Price Comparison

Because the Utility's tariff rates and other factors relevant to the Utility's current price to compare likely will change from time to time, CPG cannot guarantee savings over the Utility's rates for the entire duration of this Contract or any renewals and any savings are limited to a comparison against the Utility's price to compare applicable at the time you enter into this Contract.

Net Metering

If you currently own or plan to install during the term of this Contract solar, wind, or other eligible renewable electrical generating facilities in order to supply all or part of your electricity usage and such generating facility is or will be net metered by the EDC you must notify us in order for us to determine your eligibility and to properly enroll or continue to serve you.

End of Contract

THIS CONTRACT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THIS SECTION. IN ORDER TO CANCEL BEFORE AN AUTOMATIC RENEWAL OF THIS CONTRACT, PLEASE NOTIFY US IN WRITING OR BY PHONE AS DESCRIBED IN THIS SECTION.

Residential and Small Business (Electric). Unless cancelled earlier as provided in the "Cancellation" section, if you have a fixed duration contract that will be ending, or whenever we want to change this Contract, you will receive two separate notices before the Contract ends or the changes happen. For electric customers, you will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.

If you cancel your Contract after you receive the second notice and before the expiration of your contract, you will not be required to pay an early cancellation fee. The second contract renewal notice will set forth the proposed price for the renewal term, the proposed length of the renewal term, the bill cycle in which service under the new term will begin and any other proposed changes to the terms and conditions of this Contract. YOU MAY, HOWEVER, CANCEL THE CONTRACT DURING ANY RENEWAL PERIOD AT ANY TIME WITHOUT INCURRING AN EARLY CANCELLATION FEE, AT WHICH TIME WE WOULD RETURN YOUR ACCOUNT AT THE NEXT APPLICABLE METER READ DATE TO BEING SUPPLIED BY THE UTILITY UNLESS YOU HAVE SELECTED ANOTHER ELECTRIC GENERATION SUPPLIER.

Residential and Small Business (Natural Gas). Unless cancelled earlier as provided in the "Cancellation" section, if you have a fixed duration contract that will be ending, or whenever we want to change this Contract, you will receive two separate notices before the Contract ends or the changes happen. For natural gas customers, you will receive the first notice 60-75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain your options.

If you cancel your Contract after you receive the second notice and before the expiration of your contract, you will not be required to pay an early cancellation fee. The second contract renewal notice will set forth the proposed price for the renewal term, the proposed length of the renewal term, the bill cycle in which service under the new term will begin and any other proposed changes to the terms and conditions of this Contract. YOU MAY, HOWEVER, CANCEL THE CONTRACT DURING ANY RENEWAL PERIOD AT ANY TIME WITHOUT INCURRING AN EARLY CANCELLATION FEE, AT WHICH TIME WE WOULD RETURN YOUR ACCOUNT AT THE NEXT APPLICABLE METER READ DATE TO BEING SUPPLIED BY THE UTILITY UNLESS YOU HAVE SELECTED ANOTHER NATURAL GAS SUPPLIER.

Billing and Payment

You will receive a single bill from your Utility that will contain your Utility charges and CPG's charges. The cost of your electric generation and/or natural gas service will be included on your bill from the Utility, and

is due and payable when your Utility bill is due at the billing address provided in your Utility bill. You acknowledge that the Utility may provide us with your billing and payment information. You will be invoiced for CPG's charges under this Contract at a rate that may vary on a monthly basis, in accordance with the "Variable Pricing" section above (or, during any renewal period, under any revised price, terms and conditions as may be established as described in the "Renewal" section above), multiplied by your electricity usage as measured by the EDC in kWh during the applicable billing period and/or multiplied by your natural gas usage as measured by the NGDC in Mcf/Dth/ccf. You agree to accept the measurements as determined by the Utility for purposes of accounting for the amount of power and energy services provided by us under this Contract. If the Utility is unable to read your meter, the Utility will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill. Supplying you under this Contract is conditioned on the Utility accepting our enrollment of your account and your continued eligibility for consolidated billing by the Utility. If you are not eligible for consolidated billing, you need to remedy that restriction with the Utility before we can serve you. Should the Utility cease providing consolidated billing for your account and/or commence billing us for any charges relating to you, we will bill you and you will pay us for all such charges. You will be billed additional charges, including taxes and charges to distribute the electricity and/or natural gas to your home or business, from the Utility consistent with its filed tariffs. You are responsible for paying any new or increased taxes, fees or other charges imposed on us or you in connection with our supply of electricity and/or natural gas to you during the duration of this Contract. CPG reserves the right to change billing methods. If we change our billing methods, we will send you two (2) advance written notices either in your bills or in separate mailing before the effective date of any such change. You may withhold payment of any disputed charges while the charges remain in dispute.

Budget Billing

If you are interested in budget billing for your generation charges, contact CPG for additional information and availability. Contact your Utility for questions related to budget billing of the Utility's charges. You authorize CPG to bill you directly if necessary to collect any amount hereunder.

Late or Insufficient Payment

If CPG directly invoices you, you are required to pay our invoices by the due date set forth in the invoice, which will be 20 days from the date the invoice was mailed. WE RESERVE THE RIGHT TO CHARGE YOU INTEREST FOR ANY PAST DUE INVOICE AMOUNT AT 1.5% PER MONTH OR THE HIGHEST AMOUNT PERMISSIBLE UNDER APPLICABLE LAW, WHICHEVER IS LESS. IN ADDITION, YOU AGREE TO PAY US OUR COSTS INCURRED IN COLLECTING AMOUNTS OWED US, INCLUDING REASONABLE ATTORNEY'S FEES AND RETURNED CHECK CHARGES. IF YOU MAKE A PAYMENT FOR AN AMOUNT LESS THAN THE TOTAL AMOUNT DUE, WE MAY ACCEPT SUCH PAYMENT WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES THAT WE MAY HAVE AGAINST YOU AND WE MAY APPLY IT TO YOUR ACCOUNT(S) AS A PARTIAL PAYMENT. IN ADDITION, IF YOU FAIL TO REMIT PAYMENT IN A TIMELY FASHION, YOU AUTHORIZE US TO REPORT THE DELINQUENCY TO ONE OR MORE CREDIT- REPORTING AGENCIES.

Credit

If CPG bills you directly for energy supply, CPG reserves the right to determine if your credit standing is satisfactory for originating or continuing electric generation and/or natural gas service under this Contract. Consistent with applicable law, CPG uses uniform income, deposit and credit requirements in determining whether to offer service to our customers. You hereby authorize CPG to perform a credit check on you.

Cancellation Provisions

CPG may cancel this Contract for any non-payment or any other breach of this Contract upon 30 days' prior written notice to you of such cancellation. If you fail to cure within the 30-day notice period, we may cancel the Contract even if you subsequently cure the non-payment or breach after such period has expired. CPG may also cancel this Contract after providing the required regulatory notice to you due to a change in law or other act beyond our reasonable control or if we are no longer able to serve you. We reserve the right to reject your enrollment or cancel this Contract if: (1) you fail to meet or maintain satisfactory credit standing as determined by us; (2) you move within or outside of the Utility's service territory or you fail to remain a Utility customer throughout the duration under the applicable residential or small business rate class; (3) you fail to be eligible for Utility consolidated billing throughout the duration; (4) you rescind your authorization for release of information provided in the "**Information Release Authorization**" section below; or (5) you provide any false, inaccurate or misleading information to CPG or the Utility; or (6) if after

receiving the required notice set forth in the Change in Pricing and Other Terms section you fail to affirmatively accept the new contract terms we propose to you which address unanticipated increased costs resulting from a change in, or modification of an existing law. In this instance you will not be responsible for an early cancellation payment.

YOU MAY CANCEL THIS CONTRACT AT ANY TIME ON 30 DAYS NOTICE. Upon any cancellation of this Contract, you will return to receiving default service from the Utility unless you have selected another electric generation and/or natural gas supplier. The effective date of any cancellation will be the next applicable meter read date after expiration of the required notice period. Upon any cancellation, you will remain responsible for all obligations, including payment for electricity and/or natural gas and related costs and charges incurred under this Contract prior to the effective date of cancellation including any applicable cancellation fee. The delivery of electricity and/or natural gas to you cannot be cancelled or interrupted by the Utility as a result of any dispute between CPG and you but may be cancelled by the Utility for nonpayment of Utility charges in accordance with applicable law. The Utility will continue to respond to any service calls and emergencies and switching to CPG will not impact your electric and/or natural gas service reliability. If the Utility purchases the right to receive your payments under this Contract, your payment obligations may become Utility charges for purposes of cancellation of service. Common reasons for cancellations may be:

- Non-Payment – If your electric service is terminated by your electric distribution company, then this agreement is cancelled on the date that your electric service is terminated. You will owe us for amounts unpaid for our charges for electric generation service up to the date of termination.
- Company-Initiated Cancellation – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
- Customer-Initiated Cancellation – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above.
- Customer Move – If the customer moves from the address listed above, this agreement is cancelled.

Penalties, Fees and Exceptions

YOU MAY CANCEL THIS CONTRACT PRIOR TO THE END OF THE APPLICABLE DURATION FOR YOUR CONVENIENCE, IN WHICH CASE UNLESS OTHERWISE REQUIRED BY LAW YOU WILL BE CHARGED A CANCELLATION FEE. RESIDENTIAL CUSTOMERS THAT CANCEL THIS CONTRACT PRIOR TO THE END OF THE INITIAL TERM, WILL PAY AN EARLY CANCELLATION FEE OF \$10 PER MONTH FROM THE DATE THAT CPG RECEIVES THE CUSTOMER'S CANCELLATION REQUEST TO THE EXPIRATION OF THE INITIAL TERM. THIS EARLY CANCELLATION FEE WILL NOT EXCEED \$150.00. SMALL BUSINESS CUSTOMERS THAT CANCEL THIS CONTRACT PRIOR TO THE END OF THE INITIAL TERM, WILL PAY AN EARLY CANCELLATION FEE EQUAL TO (1) THE NEGATIVE DIFFERENCE BETWEEN THE FIXED PRICE SET FORTH IN THE CONTRACT AND THE CALCULATION BY CPG OF THE FIXED RATE AT THE DATE OF THE CANCELLATION MULTIPLIED BY (2) THE ESTIMATED VOLUMES FOR THE REMAINDER OF THE INITIAL TERM OR THE RENEWAL TERM, USING THE ACTUAL VOLUMES RECEIVED BY THE CUSTOMER FOR THE PRIOR 12 MONTH PERIOD AS THE VOLUMES IN DETERMINING DAMAGES. You will not be charged a cancellation fee if you cancel after we send you the second notice described under "End of Contract" above but before expiration of your fixed duration Contract.

Assignment, Address Change

Upon 30 days written notice to you, CPG may assign, subcontract or delegate all or any part of our rights and/or obligations under this Contract, including your payment obligations under this Contract, without your consent. You may not assign any of your rights or obligations under this Contract without our prior written consent. If you move, you may cancel our Contract. You will be responsible for paying for all energy supplied

to your old address until the date this Contract is cancelled in accordance with its terms. If you move within the Utility's service territory, you must contact the Utility at the number provided in the "Contact Information" section below in order to obtain new account and meter numbers for your new residence or business. Please contact us if you would like us to serve you again at your new location.

Change in Pricing and Other Terms

In addition to CPG's right to revise the price, terms and conditions of this Contract as provided in the "End of Contract" section above, this Contract may be revised at any time by CPG upon the occurrence of any event beyond its reasonable control that materially increases the obligations of CPG or the cost of performing such obligations under this Contract. If you have a fixed duration Contract with us, then whenever we propose to change the terms of this Contract, you will receive two written notifications from us in corresponding separate mailings that precede either the expiration date or the effective date of the proposed changes. We will explain your options to you in these two advance notifications. The first of these notices will occur between 60-45 days prior to the expiration date of the Contract or the effective date of the proposed Contract change; the second of these notices will occur at least 30 days prior to the Contract's expiration or the effective date of the proposed Contract change. As the options notice will describe, if you do not consent to these changes, your electric generation service will be cancelled effective as of the next meter read date after expiration of the required notice period and you will be returned to your Utility unless you choose a new supplier. You will remain responsible for any unpaid balance as of the cancellation date but we will not assess a cancellation fee.

Information Release Authorization

Throughout the duration, you authorize CPG to obtain information from the Utility that includes, but is not limited to, account name, account number, billing address, service address, telephone number, standard offer service type, historical and future energy usage, rate classification, meter readings, characteristics of energy service and, when charges hereunder are included on your Utility bill, billing and payment information from the Utility. We will maintain the confidentiality of your personal information, including name, address, telephone number, energy usage and historic payment information, as required by applicable Pennsylvania Public Utility Commission regulations and Federal and State laws. You authorize CPG to release your information to third parties that need to know such information in connection with your energy service and to CPG's affiliates and subcontractors. These authorizations will remain in effect as long as this Contract is in effect. You may rescind these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the Contact Information section of the Contract. We reserve the right to the extent permitted by law to reject your enrollment or cancel this Contract in the event these authorizations are rescinded.

Agency

For Electric - For electric customers, Customer hereby designates CPG as agent to; (a) arrange and administer contracts and service agreements between Customer and CPG and those entities including the PJM Regional Transmission Operator ("PJM") engaged in the generation, transmission and delivery of Customer electricity supplies; and (b) nominate and schedule with the appropriate entities including the Utility for the delivery of electricity to the Sales Point and the Customer's end-use premises. CPG as agent for the Customer will schedule the delivery of adequate supplies of electricity that meet the Customer's requirements as established by the Utility and in response to information provided by the Utility. The Sales Points for the electricity will be a point at the PJM CPG load bus (located outside of the municipality where Customer resides). These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

For Natural Gas - Customer hereby designates CPG as agent to; (a) arrange and administer contracts and service agreements between Customer and CPG and between the interstate pipeline transporters of Customer natural gas supplies; (b) nominate and schedule with the interstate pipeline the transportation of Customer's natural gas supplies from the Sales point to the Delivery Points, and with the NGDC for the transportation of the Customer's natural gas supplies from the Delivery Points to the Customer's end-use premises; and (c) aggregate Customer's natural gas supplies with such supplies of other customers served by CPG to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the term of this Contract. CPG as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's city gate requirements as established by the NGDC and in response to information provided by the NGDC. The Sales Points for the natural gas supplies provided

under this Contract will be a point or points located outside the State of Pennsylvania as selected from time to time by CPG to assure service reliability. The Delivery Points for the natural gas transported by interstate pipelines will be the city gate stations of the NGDC. CPG agrees to arrange for the transportation of the natural gas supplied under this Contract from the Sales Points to the Delivery Points and from the Delivery Points to the Customer's end-use premises. These services are provided on an arm's length basis and market-based compensation is included in the price noted above.

Dispute Resolution

Contact us with any questions concerning our terms of service. Information about shopping for a natural gas supplier is available at www.pagaswitch.com and information about shopping for an electric supplier is available at www.papowerswitch.com or by calling the Pennsylvania Public Utility Commission at (800) 692-7380. Information is available from the Pennsylvania Office of Consumer Advocate at www.oca.state.pa.us or (800) 684-6560.

Class Action and Jury Trial Waiver

CPG HOPES TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE'S AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT'S EXPECTED OF BOTH CPG AND YOU. BOTH YOU AND CPG AGREE TO RESOLVE ALL DISPUTES RELATING TO OR ARISING OUT OF THE INTERACTIONS BETWEEN CPG (INCLUDING OUR AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND ASSIGNS) ONLY BY ARBITRATION OR BY AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. THERE'S NO JUDGE OR JURY IN ARBITRATION, AND THE PROCEDURES MAY BE DIFFERENT, BUT AN ARBITRATOR CAN AWARD THE SAME DAMAGES AND RELIEF TO YOU AND MUST HONOR THE SAME TERMS IN THIS CONTRACT AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. BOTH YOU AND CPG ALSO AGREE THAT:

A) The Federal Arbitration Act applies to this Contract and governs any arbitration between you and CPG. Prior to initiating any arbitration, you and CPG both agree to try to resolve any dispute informally. To initiate informal dispute resolution, contact our customer care department in one of the ways identified in the Disclosure Statement at 1-800-785-4373. CPG will assign someone to attempt to resolve the dispute. B) If the dispute is unable to be resolved informally within ninety (90) days after the Party raising it informed the other in writing of the nature and basis of the dispute and made a written demand ("Demand"), either Party may seek formal arbitration. Any arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. The AAA Rules are available online at adr.org, or by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Contract and all issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. This dispute resolution provision does not preclude you from bringing any issues you may have to the attention of any governmental authorities.

C) YOU AND CPG BOTH AGREE THAT THIS CONTRACT DOES NOT ALLOW CLASS ACTIONS IN COURT OR CLASS ARBITRATIONS, EVEN IF THE AAA PROCEDURES OR RULES WOULD ALLOW SUCH PROCEDURES. RELIEF MAY BE AWARDED ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THE PARTY'S INDIVIDUAL CLAIM. IF FOR SOME REASON, THE CLASS ACTION WAIVER IS UNENFORCEABLE THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

D) Any arbitration hearings will take place in the county of your billing address. If you are unable to pay the AAA filing, administration, and arbitrator fees for any arbitration properly initiated seeking damages up to \$10,000, CPG will pay such amounts. Otherwise, the payment of these amounts will be governed by the AAA Rules. In addition, for claims less than \$10,000, any arbitration hearing may be held telephonically.

E) If the arbitrator issues you an award that is greater than the value of our last written settlement offer made prior to an arbitration hearing, then CPG will pay you three times the amount of the award; and your attorney twice the amount of attorneys' fees, and reimburse any expenses reasonably incurred for pursuing your claim in arbitration. If the award in your favor is lower than our offer CPG will only pay you the amount of the award. Any arbitration award will be final and binding and judgment confirming the award shall apply only to the specific case to enforce the award in that case.

F) IF FOR ANY REASON A CLAIM PROCEEDS IN COURT, YOU AND CPG BOTH AGREE THAT BOTH PARTIES ARE WAIVING A RIGHT TO A JURY TRIAL. This dispute resolution provision shall survive cancellation of the Contract.

G) Nothing in this Contract shall impair your right to make an informal or a formal complaint to your applicable state Commission.

Telephonic Communication

By accepting this Contract, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from CPG, its affiliates and/or assigns, at the telephone number(s) you provide to CPG, its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the cancellation of your Contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

Limitation of Liability

For Electric - You agree that neither CPG nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the EDC or the ISO-controlled electricity grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, meter readings or injury to persons or damage to property caused by the delivery or supply of electricity. Neither CPG nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the EDC. CPG's liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event will CPG or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract.

For Natural Gas - You agree that neither CPG nor any of its affiliates or subcontractors will be liable for any damages or claims for matters within the control of the NGDC or the FERC-regulated interstate pipelines, which include maintenance of natural gas lines and systems, service interruptions, loss or termination of service, deterioration of natural gas services, meter readings or injury to persons or damage to property caused by the delivery or supply of natural gas. Neither CPG nor any of its affiliates or subcontractors will be responsible for any failure to commence or terminate power and energy service on the date specified herein due to any failure or delay in enrolling you with the NGDC. CPG's liability will be limited to direct actual damages only, which will not exceed the amount of your single largest monthly invoice during the preceding 12 months. In no event will CPG or any of its affiliates or subcontractors be liable for any punitive, incidental, consequential, exemplary, indirect, third-party claims or other damages whether based on contract, warranty, tort, negligence, strict liability or otherwise, or for lost profits arising from any breach or nonperformance of this Contract.

Force Majeure

We do not transmit or deliver energy and causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service. We will not be liable for any such interruptions or any other failure to perform under this Contract caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events, including but not limited to acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; inability to access the Utility's system; non-performance by the Utility, including, but not limited to, a facility outage on its distribution lines; changes in laws, rules or regulations of any governmental authority; or any cause beyond our reasonable control.

Miscellaneous

Except with respect to CPG's affiliates and subcontractors under the "**Limitation of Liability**" and "**Dispute Resolution; Class Action and Jury Trial Waiver**" sections, there are no third-party beneficiaries of this Contract. Any payments due under this Contract, and all provisions relating to the payment and collection thereof, and the provisions contained in the "**Limitation of Liability**" and "**Dispute Resolution; Class Action and Jury Trial Waiver**" sections above, will survive expiration or cancellation for any reason. This Contract constitutes the entire agreement between you and CPG. No statement, promise or inducement

made by either party not contained in this Contract will be valid or binding. Any reference to days or periods will mean calendar days.

Choice of Laws

Venue for any lawsuit brought to enforce any term or condition of this Contract or to construe the terms hereof shall lie exclusively in the Commonwealth of Pennsylvania. This Contract shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

Parties Bound

This Contract is binding upon the parties hereto and their respective successors and legal assigns.

Confidentiality

Customer agrees that for so long as this Contract remains in effect and for a period of two (2) years following cancellation of this Contract, this Contract and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third-party, or any Customer employee without a need to know, without the prior written consent of CPG.

Forward Contract

Each Party acknowledges that: (a) this Contract is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Contract shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) CPG is not a "Utility" as defined in the Code; (d) Commodity supply will be provided by CPG under this Contract, but delivery will be provided by the Utility; and (e) the Utility, and not CPG, is responsible for responding to service problems or emergencies should they occur.

Contact Information

Supplier Name: City Power & Gas, LLC

Address: 3 Mount Ebo Rd. N. Suite 554, Brewster, NY 10509 Attention: PA Residential and Small Business Care

Phone Number: 1-877-518-9339

Internet Address: www.citypowerandgas.com

CPG's ELECTRIC LICENSE NUMBER IS [REDACTED], CPG's NATURAL GAS LICENSE NUMBER IS [REDACTED]. Should you have any questions about your CPG contract or CPG charges on your invoice, please contact us between the hours of 8:00 a.m. and 8:00 p.m. eastern time on weekdays, except holidays. Our toll- free number is 1-877-518-9339. We can be reached by email at: [REDACTED] or by mail at: City Power & Gas, LLC., c/o PA Customer Care, 3 Mount Ebo Rd. N. Suite 554, Brewster, NY 10509. Please contact us at this address to provide all notices under this Contract and contact us at this address or phone number to resolve any disputes regarding this Contract.

Electric Distribution Company/Default Service Provider

For emergencies relating to your service, such as a power outage, please call your EDC at the following number: Pennsylvania Power & Light Company at 1-800-342-5775, Philadelphia Electric Company at 1-800-841-4141, West Penn Power at 1-888-544-4877, Metropolitan Edison Company 1-888-544-4877, Pennsylvania Electric Company at 1-888-544-4877, Pennsylvania Power Company at 1-888-544-4877, or Duquesne Light at 1-888-393-7000.

For information about customer assistance programs, please call: West Penn Power (LIPURP) 1-800-207-1250; Duquesne (CAP) 1-888-393-7600; Met-Ed (PCAP) 1-800-962-4848; PECO (CAP Rate) 1-800-744-7040; Penelec (PCAP) 1-800-962-4848; and Penn Power (PCAP) 1-800-720-3600.

Natural Gas Distribution Company/Default Service Provider

For emergencies relating to your service, please call your NGDC at the following number: Columbia Gas of PA Inc. – 1-888-460.4332; NFG Distribution Co.– 1-800-365-3234; PECO (G) – 1-800-494-4000; Peoples Natural Gas – 1-800-400-4271; Philadelphia Gas Works – 1-800-242-1776; UGI Utilities – 1-800-276-2722.

Public Utility Commission (PUC); Shopping Information

The Pennsylvania Utility Commission can be reached by mail at P.O. Box 3265, Harrisburg, PA 17105-3265, or by phone at 1-800-692-7380 and their website address is <http://www.puc.state.pa.us/>.

Information about shopping for an electric supplier is available at www.PaPowerSwitch.com, by calling the PUC at 1-800-692-7380 and the Office of Consumer Advocate at 1-800-684-6560 or at www.oca.state.pa.us. Information about shopping for a natural gas supplier is available at www.PaGasSwitch.com, by calling the PUC at 1-800-692-7380 and the Office of Consumer Advocate at 1-800-684-6560 or at www.oca.state.pa.us.