

# Stevens & Lee

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April 24, 2023

**VIA ELECTRONIC FILING**

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

**Re: Application of Symmetry Energy Solutions, LLC for Approval to Offer, Render,  
Furnish or Supply Natural Gas Supply Services  
Docket No. A-2023-3038750**

Dear Secretary Chiavetta:

Enclosed for filing as a supplement to the Application of Symmetry Energy Solutions, LLC, please find an updated Disclosure Statement, which has been reviewed and approved by staff in the Bureau of Consumer Services, along with a signed verification.

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

Sincerely,  
STEVENS & LEE



Michael A. Gruin, Esq.

Enclosures

cc: Jeremy Haring, TUS (jharing@pa.gov)

**Symmetry Energy Solutions, LLC**  
**PENNSYLVANIA CUSTOMER CONTRACT SUMMARY**  
**FIXED PRICE NATURAL GAS SUPPLY**

<b>Natural Gas Supplier Information</b>	Symmetry Energy Solutions, LLC 9811 Katy Freeway, Suite 1400, Houston, TX 77024 PA PUC License No. 888-200-3788, <a href="http://www.symmetryenergy.com">www.symmetryenergy.com</a>
	You have chosen Symmetry Energy Solutions (“Symmetry”) as your natural gas supplier. Symmetry is not affiliated with your Natural Gas Distribution Company (“NGDC”). Symmetry is responsible for the natural gas commodity/ 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.
<b>Price Structure</b>	<b>This is a Fixed Price Contract.</b>
<b>Natural Gas Supply Price</b>	The price that you will pay per therm or Ccf for natural gas during the Initial Term of this Agreement will be <RATE> <TERM>
<b>Statement Regarding Savings</b>	Symmetry’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.
<b>Deposit Requirements</b>	None
<b>Incentives/ Promotions</b>	{TO BE DETERMINED. BOX TO BE REMOVED IF NO INCENTIVES PROVIDED}
<b>Contract Start Date</b>	This Agreement will begin on a date set by your Natural Gas Distribution Company (NGDC)
<b>Contract Duration/Length</b>	The Initial Term of this Agreement is ___Billing Cycles, starting with the first month that you receive service from Symmetry.
<b>Cancellation/Early Termination Fee</b>	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
<b>End of Contract</b>	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.
<b>Right of Rescission</b>	Customer may rescind this Agreement with no termination fee by calling Symmetry at 1-888-200-3788 at any time before midnight of the third business day after receiving this disclosure statement

{CUSTOMER NAME}

**Symmetry Energy Solutions, LLC**

\_\_\_\_\_  
 By:  
 Title:  
 Date:

\_\_\_\_\_  
 By:  
 Title:  
 Date:

**SYMMETRY ENERGY SOLUTIONS, LLC**  
**Fixed Price Natural Gas Supply Disclosure Statement**

Background

This is an agreement between Symmetry Energy Solutions, LLC (“Symmetry”), an independent energy supplier, and the undersigned customer (“Customer”) under which Customer shall obtain natural gas supply service and begin enrollment with Symmetry (the “Agreement”). Symmetry 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 commodity/ supply prices and charges will be set by Symmetry. The Public Utility Commission regulates natural gas distribution prices and services.

You will receive a single bill from your Natural Gas Distribution Company (NGDC) that will contain the NGDC’s charges and Symmetry’s charges for natural gas supply . Your NGDC will continue to provide all emergency repairs and services. Symmetry is not affiliated with and does not represent your NGDC.

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 Symmetry at 1-888-200-3788 or by email at [customerchoice@symmetryenergy.com](mailto:customerchoice@symmetryenergy.com).

Definitions: Commodity Charges - The charges for the natural gas product which is sold either in cubic feet or dekatherms. Nonbasic Charges: Not applicable to Symmetry.

1. Agreement to Sell and Purchase Energy. Subject to the terms and conditions of this Agreement, Symmetry agrees to sell and deliver, and Customer agrees to purchase and accept the quantity of natural gas, as estimated by Symmetry necessary to meet Customer’s requirements based upon consumption data obtained by Symmetry or the delivery schedule of the NGDC. Symmetry 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 Symmetry or the NGDC’s delivery schedule. The NGDC will continue to deliver the natural gas supplied by Symmetry.

2. Term. The Initial Term of this Agreement will begin when you buy your natural gas commodity service for the above account(s) from Symmetry on the date set by your NGDC, and it will continue for XX months (“the Initial Term”).

3. Pricing. **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 Symmetry 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.

4. Assignment. Customer may not assign its interests in and delegate its obligations under this Agreement without the express written consent of Symmetry. Symmetry 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. If the contract is assignable, Symmetry shall inform the Customer of this and prior to any contract assignment, Symmetry will provide notice to the Customer with the name of the new NGS, the contact information for the new NGS, and the estimated month and year that the assignment is expected to occur. Contract terms and conditions will remain unchanged.

5. Information Release Authorization. Customer authorizes Symmetry 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 Symmetry 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. Symmetry 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. Symmetry 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 Symmetry or by calling Symmetry at 1-888-200-3788. Symmetry reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

6. Cancellation. A residential customer may cancel this Agreement at any time by contacting Symmetry at 1-888-200-3788 or by email at \_\_\_\_\_. If you cancel this agreement you will owe us for amounts unpaid up to the date of cancellation. Symmetry may cancel this agreement at any time upon providing 30 days’ advance written notice to Customer. Common reasons for Symmetry 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 by your NGDC. **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 herein. **Customer Move** – If the customer moves from the address listed above, this agreement is cancelled.

7. Penalties, Fees and Exceptions. If Customer terminates cancels 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.

8. Agreement Expiration/Change in Terms. 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.

9. Final Bill. Customer acknowledges that in the event of a cancellation 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 Symmetry 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.

10. Agency Natural Gas- Customer hereby designates Symmetry as agent to; (a) arrange and administer contracts and service agreements between Customer and Symmetry 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 Symmetry to maintain qualification for NGDC transportation service and resolve imbalances that may arise during the terms of this Agreement. Symmetry 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. Symmetry 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.

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

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

13. Dispute Procedures-. In the event of a billing dispute or a disagreement involving Symmetry's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Symmetry 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 400 North Street, Harrisburg, PA 17120.

14. Contact Information:

Symmetry Contact Information: Customer may contact Symmetry's Customer Service Center at 1-888-200-3788, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change). Customer may write to Symmetry at: 9811 Katy Freeway, Suite 1400, Houston, TX 77024 or email at

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Information about shopping for a gas supplier is available at [www.PaGasSwitch.com](http://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](http://www.oca.state.pa.us).

15. Force Majeure. Symmetry will make commercially reasonable efforts to provide natural gas hereunder but Symmetry does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Symmetry ("Force Majeure Events") may result in interruptions in service. Symmetry will not be liable for any such interruptions caused by a Force Majeure Event, and Symmetry 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 Symmetry's control.

16. Liability. The remedy in any claim or suit by Customer against Symmetry 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 Symmetry 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.

**17. 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.**

18. 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.

19. 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 Symmetry's net income, shall be paid by Customer, and Customer agrees to indemnify Symmetry and hold Symmetry harmless from and against any and all such taxes.

20. 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, Symmetry 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.

21. Energy Credits and Subsidies. Notwithstanding anything to the contrary, to the extent Symmetry 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 Symmetry's control.

22. 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.

23. 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.

**Symmetry Energy Solutions, LLC**  
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{CUSTOMER NAME}

**Symmetry Energy Solutions, LLC**

\_\_\_\_\_  
 By:  
 Title:  
 Date:

\_\_\_\_\_  
 By:  
 Title:  
 Date:

**SYMMETRY ENERGY SOLUTIONS, LLC**  
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Background

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

13. Dispute Procedures-. In the event of a billing dispute or a disagreement involving Symmetry's service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Symmetry 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 400 North Street, Harrisburg, PA 17120.

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15. Force Majeure. Symmetry will make commercially reasonable efforts to provide natural gas hereunder but Symmetry does not guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Symmetry ("Force Majeure Events") may result in interruptions in service. Symmetry will not be liable for any such interruptions caused by a Force Majeure Event, and Symmetry 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 Symmetry's control.

16. Liability. The remedy in any claim or suit by Customer against Symmetry 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 Symmetry 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.

**17. 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.**

18. 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.

19. 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 Symmetry's net income, shall be paid by Customer, and Customer agrees to indemnify Symmetry and hold Symmetry harmless from and against any and all such taxes.

20. 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, Symmetry 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.

21. Energy Credits and Subsidies. Notwithstanding anything to the contrary, to the extent Symmetry 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 Symmetry's control.

22. 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.

23. 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.

## VERIFICATION

I, Michael Gruin, counsel for Symmetry Energy Solutions, LLC verify that the information provided in the foregoing supplement is 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 false statements herein are made subject to the penalties of 18 Pa. C.S.A. § 4904, relating to unsworn falsifications to authorities.



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Michael A. Gruin

Date: April 24, 2023