

Pennsylvania Public Utility Commission
Secretary's Bureau
400 North St, Keystone Building
Harrisburg, PA 17120

October 31, 2024

Docket No. A-2022-3032048

Dear Pennsylvania Public Utility Commission:

Woodruff Energy US LLC wishes to add small commercial customers, and service territory to its license.

Enclosed Documents listed below:

- Certificate of Service
- Disclosure Statement
- Notarized Newspaper Publication
- Bonding Letter

Please review our application and if you have any questions, or need any additional information, please contact Mr. Robert A. Woodruff Jr., Manager of Woodruff Energy US LLC at 1-800-557-1121 or 856-455-1111. As always, thank you for your assistance and cooperation.

Sincerely,

Robert A. Woodruff Jr.
Manager
Woodruff Energy US LLC

CERTIFICATE OF SERVICE

On this the 17th day of October 2024, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all NON-CONFIDENTIAL attachments have been served, as either a hardcopy or a searchable PDF version on a cd-rom or a USB flash drive, upon the following:

Office of Consumer Advocate

5th Floor, Forum Place
555 Walnut Street
Harrisburg, PA 17120

Office of Small Business Advocate

Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

Pennsylvania Public Utility Commission

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

National Fuel Gas Distribution Corp.

Daniel Czechowicz, Director – Gas Supply
Administration
6363 Main Street
Williamsville, NY 14221
PH: 716.857.6917

e-mail: czechowiczd@natfuel.com

**Peoples Natural Gas Company LLC - Peoples
Natural Gas Division**

Carol Scanlon
375 North Shore Drive
Pittsburgh, PA 15212
PH: 412.208.6931

e-mail: Carol.Scanlon@peoples-gas.com

Philadelphia Gas Works

Ryan Reeves, Director Supply Transportation &
Control

800 West Montgomery Avenue
Philadelphia, PA 19122
PH: 215.787.5103

email: pgwchoicesupply@pgworks.com

Valley Energy Inc.

Ed Rogers
523 South Keystone Avenue
Sayre, PA 18840-0340
PH: 570.888-9664

email: erogers@ctenterprises.org

**Office of the Attorney General
Bureau of Consumer Protection**

Strawberry Square, 14th Floor
Harrisburg, PA 17120

**Department of Revenue
Bureau of Compliance**

PO Box 281230
Harrisburg, PA 17128-1230

Columbia Gas of PA, Inc.

Transport Support Services
290 W. Nationwide Blvd.
Columbus, OH 43215
PH: 614.460.4980

e-mail: transportevaluations@nisource.com

PECO

Suzette Adams, Sr. Manager, Gas Supply and Transportatic
2301 Market Street, S-18
Philadelphia, PA 19103
PH: 215.841.6467

Email: Suzette.Adams@exeloncorp.com

Peoples Natural Gas Company LLC - Peoples Gas Division

Carol Scanlon
375 North Shore Drive
Pittsburgh, PA 15212
PH: 412.208.6931

e-mail: Carol.Scanlon@peoples-gas.com

UGI Utilities, Inc. – Gas Division

Sherry Epler
1 UGI Drive
Denver, PA 17517
PH: 610.796.3447
Email: sepler@ugi.com


Bob Woodruff Jr, Manager, Woodruff Energy US LLC

WOODRUFF ENERGY US LLC NATURAL GAS SALES AGREEMENT

This Natural Gas Sales Agreement ("AGREEMENT") effective: October 17, 2024, by and between, The "Seller" (Woodruff Energy US LLC) and The "Buyer" (ABC Company).

We at Woodruff Energy US LLC are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-2022-3032048.

Set forth the general terms and conditions that will be applicable to the purchase and sale of Natural Gas.

1. TERM The term of this Agreement shall be from the meter reading in December 2024 to the meter read in December 2026
2. PRICE The agreement price shall be: Fixed Price of \$XX.XX per Dth Inclusive of PA Sales Energy Reform Tax for all gas delivered to the City Gate, and charges of the LDC (utility) and Line Loss. Upon agreement expiration and in the event a new agreement has not yet been signed, Month-to-Month price shall be: Index Price of Transco Zone 6 Non-New York plus \$0.7 per Dth as published in Gas Daily.
3. DELIVERY Seller provides delivery of Natural Gas to the LDC, (Local Distribution Company) where the LDC receives gas from the delivering interstate Natural Gas pipeline(s), referred as "City Gate".
4. NOTICES Except as otherwise expressly provided in this Agreement, every notice, statement or Confirmation Letter provide for in this Agreement shall be in writing, directed to the party to whom given and mailed, (physically or electronically), or by other electronic means at such party's address as specified on page two (2) of this agreement.
5. QUALITY All Natural Gas sold hereunder shall be of a quality meeting LDC specifications.
6. QUANTITY Seller agrees to sell, and Buyer agrees to buy the full requirements of Natural Gas at the rates referenced in Section 2. PRICE.
7. TRANSPORT This Agreement is contingent on execution of all Intrastate and Interstate transportation agreements required for this transaction. Seller shall arrange and be responsible for the shipment of Natural Gas to the delivery Point(s) and Buyer will be required to sign the necessary service agreement with each LDC should there be any such requirement. Seller shall be responsible to furnish Buyer with any such paperwork. Buyer authorizes Seller to act as agent solely for the purpose of providing nominations, balancing and other services required by the LDC. All

Natural Gas sold and delivered hereunder shall be measured at the Delivery Point in accordance with the procedures established by the Pipeline Company(s).

8. BILLING Seller shall render an invoice to the Buyer, which shall include quantities of gas purchased on a Month-to-Month basis, for gas purchased and received by the Buyer during the preceding month. The Buyer shall pay all amounts by the tenth (10) day. If any invoice is not paid when due, and Buyer fails to cure any nonpayment within fifteen (15) days then Seller may cease deliveries. Interest on any unpaid amounts will accrue at 1.5 % per month and shall be payable by the Buyer to the Seller. All notices will be sent to Seller and Buyer to the respective addresses, unless either party notifies the other in writing.
9. TITLE Seller hereby warrants good title to the gas sold and delivered to the delivery point(s) hereunder the title to such gas shall pass to Buyer at the "City Gate", Seller shall pay or cause to be paid all royalties and other sums relating to the production and transportation of Natural Gas to the Delivery Point(s). The Buyer shall be responsible for sales, usage and any other related taxes.
10. FORCE MAJEURE Neither party shall be in anyway liable to the other for any inability to fully or partially perform any term of this agreement (other than Buyer's obligation to pay for gas previously delivered) if such party's inability is caused any or results from directly or indirectly, from any acts of God: Federal, State, Municipal, Legislation, or Regulations; Fires, Floods, Storms, Earthquakes, or other Natural Occurrences, War, Strikes, Lockouts, or Accidents; Failure of Facilities; Failure of any Pipeline or Utility or accept or transport any Natural Gas; or any similar cause which renders either party unable to perform and which is beyond the reasonable control of the party so claiming such inability.
11. ASSIGNMENT By execution hereof, Buyer acknowledges that this Agreement may be assigned by Seller without the Buyer's consent. Buyer consents to such assignment and agrees that if so, directed by the assignee, Buyer shall make all outstanding and future payments with respect to the agreement to such party, and accept Natural Gas supply from such party in lieu of Seller under the same terms as set forth in this Agreement.
12. CONFIDENTIALLY Each party shall keep the terms and conditions of this agreement confidential except as may be required to effectuate the transportation and delivery of gas to be sold hereunder or to meet the lawful requests or requirement of any regulatory body having jurisdiction. Notwithstanding, Buyer may provide a copy of this agreement to its auditors during Buyer's normal business activities and reporting requirements applicable to public companies.
13. CREDIT WORTHY Buyer must be always deemed creditworthy by Seller during this agreement. Should the credit status of the Buyer decrease to "CCC" or below during this agreement as evaluated by the Receivables Insurance Underwriter, additional coverage may be required. Any additional coverage for the purpose of ensuring the receivables of the Buyer shall be at the expense of the Buyer.

14. TERMINATION Should the Buyer default on this agreement and fail to cure same within fifteen (15) days of the Agreement default, then Seller shall liquidate all Natural Gas purchases (both Basis and Nymex) taken by the Seller at the direction of and on behalf of the Buyer. Should the liquidation sell price be less than the Buyer agreed price, the Buyer shall pay directly to the Seller the difference between the two amounts. Should the liquidation sell price be more than the agreed price, the Seller shall pay directly to the Buyer the difference between the two amounts.

This agreement is valid for the following accounts as listed below:
123456789, 234567891, 345678912

15. CORRESPONDENCE

<u>SELLER</u>	<u>BUYER</u>
Woodruff Energy US LLC	ABC Company
73 Water St, PO Box 777	123 Street Street
Bridgeton, NJ 08302	City, State, 123456
Robert M. Petracci	ABC Company Manager
856-455-1111	123-456-7890
856-455-4085	987-654-3210
NaturalGas@Woodruffenergy.com	Contact@ABCcompany.com
 AGREED TO AND ACCEPTED DATE:	 AGREED TO AND ACCEPTED DATE:
 SIGNATURE:	 SIGNATURE:
 PRINT NAME:	 PRINT NAME:
 TITLE:	 TITLE:

DEFINITIONS

“Dth” – Dekatherms (form of unit used to calculate Natural Gas

LDC - Local Distribution Company

The Philadelphia Inquirer

100 S. INDEPENDENCE MALL W, STE 600, PHILADELPHIA, PA 19106

Affidavit of Publication

On Behalf of:
WOODRUFF ENERGY US LLC
73 WATER ST
BRIDGETON, NJ 08302

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 100 S. Independence Mall West, Suite 600, Philadelphia, PA 19106.
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:

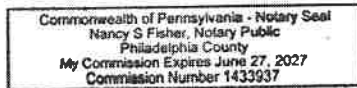
10/30/2024

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.




Nancy S. Fisher
Notary Public

My Commission Expires:



COPY OF ADVERTISEMENT

PENNSYLVANIA PUBLIC UTILITY COMMISSION NOTICE

Application of WOODRUFF ENERGY US LLC for Approval To Offer, Render, or Furnish Natural Gas Services as a Supplier/Aggregator Engaged In The Business Of Supplying Natural Gas Supply Services, To The Public In The Commonwealth Of Pennsylvania.

Docket No. A-2022-3032048

WOODRUFF ENERGY US 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 or aggregator of natural gas. WOODRUFF ENERGY US LLC proposes to sell natural gas and related services in PHILADELPHIA GAS WORKS (PGW); PECO; COLUMBIA GAS OF PA, INC; AND UGI UTILITIES INC. under the provisions of the new Natural Gas Choice and Competition Act. The PUC may consider this application without a hearing. Protests directed to the technical or financial fitness of WOODRUFF ENERGY US 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 WOODRUFF ENERGY US LLC attorney at the address listed below.

By Woodruff Energy US LLC
and through Counsel:
THOMAS SEELEY
SEELEY LAW OFFICE LLC
34 FAYETTE STREET
BRIDGETON, NJ 08302
856 451 8050

Ad No: 174362
Customer No: 113386



October 22, 2024
PECO - Exelon Corporation
Energy Acquisition
2301 Market Street
Philadelphia, PA. 19101

Woodruff Energy US LLC
73 Water St. PO BOX 777
Bridgeton NJ 08302
NaturalGas@WoodruffEnergy.com

Dear Mr. Woodruff,

Energy Acquisition is providing this notification letter that Woodruff Energy US LLC has met the creditworthiness business requirement involved with the Pennsylvania Gas Choice - Low Volume Transportation program. The Surety amount that would be requested for participation as a Supplier would be \$35,000 and may be submitted to PECO via three acceptable forms: a Cash Deposit, a Letter of Credit, or a Surety bond. PECO will hold any surety to cover potential obligations to PECO and other system costs that could result from failure of a Supplier to meet its competitive Natural Gas Supply service delivery obligations.

Please note, although the creditworthiness requirements were met, as referenced within Section 7.13 (Creditworthiness of a Natural Gas Supplier (NGS) Serving Low Volume Transportation Customers) of the Gas Service Tariff, PECO has the right to re-assess the creditworthiness of the company if PECO has any reason to suspect a change in the marketer's financial condition.

If you should have any questions regarding this matter, please contact us by visiting our website <https://electricandgaschoice.force.com/s/>.

Sincerely,

Carol Reilly
Manager

Energy Acquisition