

Stevens & Lee

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April 1, 2026

VIA HAND DELIVERY

Secretary Matthew Homsher
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street
Harrisburg, PA 17120

**Re: Application of Evergreen Gas & Electric, LLC for Approval to Offer, Render,
Furnish or Supply Natural Gas Services as a Supplier of Natural Gas
Docket No. A-2026-_____**

Dear Secretary Homsher:

Enclosed for filing please find the Application of Evergreen Gas & Electric, LLC for Approval to Offer, Render, Furnish or Supply Natural Gas Supply Services as a Supplier throughout the Commonwealth. Please note that Exhibit 7 and the Tax Certification Statement to the Application contain confidential information and have been marked as such. **The Applicant respectfully requests confidential treatment of these Exhibits, and they are being provided in a separate envelope for filing under seal.**

A check for the filing fee is also enclosed. Copies of this Application have been served on all of the Natural Gas Distribution Companies in the Commonwealth and the required statutory advocates, the Attorney General, and the Department of Revenue, in accordance with the attached Certificate of Service.

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

Sincerely,
STEVENS & LEE



Michael A. Gruin, Esq.

Enclosures

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BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of **Evergreen Gas & Electric, LLC**, for approval to offer, render, furnish, or supply natural gas supply services as a(n) Supplier of natural gas to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

1. IDENTIFICATION AND CONTACT INFORMATION

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

Evergreen Gas & Electric, LLC
520 Broad Street, Newark, NJ 07102
<https://evergreengande.com/>
973-438-3500

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

Registered Agent:
Corporation Service Company
5235 North Front Street
Harrisburg, PA 17110
302-421-6100

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

NOTE: To ensure timely receipt of regulatory information, a contact employed directly by the Applicant, and not a consultant, is preferred.

Avi Keilson
Director of Regulatory Affairs
520 Broad St., Newark, NJ 07102
akeilson@genieretail.com
Tel: 973-438-3920
Fax: 973-438-1878

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

Michael A. Gruin
Stevens & Lee
17 N. 2nd St., 16th Fl., Harrisburg, PA 17101
717-255-7365
mag@stevenslee.com

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, fax number, and e-mail OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED) responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Natural Gas Distribution Company, the Pennsylvania

Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed NGSs.

Megan Bell, Sr. Director of Compliance
P.O. Box 400, Jamestown, NY 14702
Tel: 973-438-7288 Fax: 888-859-9184
Email: regulatory@genieretail.com

Jamie Cusimano, Compliance Manager
P.O. Box 400, Jamestown, NY 14702
Tel: 973-438-7296 Fax: 888-859-9184
Email: jcusimano@genieretail.com

2. BUSINESS ENTITY FILINGS AND REGISTRATION

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

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

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

OR

X The Applicant will not be using a fictitious name.

b. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

(Select appropriate statement and provide supporting documentation. As well, understand that Domestic means being formed within Pennsylvania and foreign means being formed outside Pennsylvania.)

The Applicant is a sole proprietor.

- If the Applicant is located outside the Commonwealth, provide proof of compliance with 15 Pa. C.S. § 412 relating to Department of State filing requirements.

OR

The Applicant is a:

- domestic general partnership (*)
- domestic limited partnership (15 Pa.C.S. § 8621)
- foreign general or limited partnership (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability partnership (15 Pa.C.S. §§ 8201 and 8221)
- foreign limited liability general partnership (15 Pa.C.S. §§ 411 and 412)
- foreign limited liability limited partnership (15 Pa.C.S. §§ 411 and 412)

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

- Give name, d/b/a, and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.
- Provide the state in which the business is organized/formed and provide a copy of the Applicant's charter documentation.
- * If a corporate partner in the Applicant's domestic partnership is not domiciled in Pennsylvania, attach a copy of the Applicant's Department of State filing pursuant to 15 Pa.C.S. §§ 411 and 412.

or

The Applicant is a:

- domestic corporation (15 Pa.C.S. § 1308)
- foreign corporation (15 Pa.C.S. §§ 411 and 412)
- domestic limited liability company (15 Pa.C.S. § 8821)
- X foreign limited liability company (15 Pa.C.S. §§ 411 and 412)
- Other (Describe):

- Provide proof of compliance with appropriate Department of State filing requirements as indicated above.

See copy of PA Secretary of State webpage indicating that Applicant is listed as an active foreign limited liability company, attached hereto as Exhibit 1.

- Provide the state in which the business is incorporated/organized/formed and provide a copy of the Applicant's charter documentation.

Applicant was formed in the State of Delaware on January 6, 2012, under the name Residents Energy, LLC. Applicant's name was changed to Evergreen Gas & Electric, LLC on December 18, 2012. Copies of documentation evidencing Applicant's formation and name change are attached hereto as Exhibit 2.

- Give name and address of officers.

**Michael Stein, CEO - 520 Broad Street, Newark, NJ 07102
 Alan Schwab, President and COO - 520 Broad Street, Newark, NJ 07102
 Avi Goldin, CFO - 520 Broad Street, Newark, NJ 07102
 Bruce Schlanger, GC - 520 Broad Street, Newark, NJ 07102
 Joyce Mason, Secretary, 37 West 39th Street, Ste. 505, NY, NY 10018**

3. AFFILIATES AND PREDECESSORS

(both in state and out of state)

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

See list of affiliates attached hereto as Exhibit 3.

None of the affiliates is a jurisdictional public utility.

Applicant does not have any affiliates that are currently applying to do business in Pennsylvania.

- b. PREDECESSORS:** Identify any predecessors of the Applicant and provide the names under which the Applicant has operated, including address, web address, and telephone number, if applicable. If the Applicant does not have any predecessors that have done business, explicitly state so.

Applicant does not have any predecessors. As explained above, Applicant was initially formed under a different name but never operated under that name.

- c. RELATED DOCKET NUMBERS:** Provide the Docket Numbers for any previous Pennsylvania PUC licenses for the Applicant, all affiliates, and any predecessors. If the Applicant does not have any related Docket Numbers, explicitly state so.

Applicant did not receive any previous Pennsylvania PUC licenses. The docket numbers for the licenses of Applicant's affiliates are as follows:

IDT Energy, Inc. - Docket # A-2009-2134623 and A-2009-2119279

Residents Energy, LLC - Docket # A-2014-2433184 and A-2014-2432600

Town Square Energy East, LLC – Docket # A-2010-2199551

Diversegy, LLC – Docket # A-2013-2365762 and A-2016-2522628

4. OPERATIONS

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

Definitions

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

The Applicant is presently doing business in Pennsylvania as a

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

OR

The Applicant is not presently doing business in Pennsylvania.

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

Supplier or Aggregator of natural gas services

- Municipal supplier of natural gas services
- Cooperative supplier of natural gas services
- Broker/Marketer engaged in the business of supplying natural gas services
 - Check here to verify that your organization will not be taking title to the natural gas nor will you be making payments for customers.
- Other (Describe):

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

Applicant proposes to offer natural gas supply services to residential, commercial and industrial customers in all of the NGDC territories in the Commonwealth. Offerings will include both variable and fixed rate options.

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

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

X All of the above

e. **CUSTOMERS:** Applicant proposes to provide services to:

- X Residential Customers
- X Small Commercial Customers - (Less than 6,000 Mcf annually)
- X Large Commercial Customers - (6,000 Mcf or more annually)
- X Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -
 This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted directly to residential and/or small commercial customers.** Further information may be found in the Licensing Requirements Applicable to Mixed Meter Scenarios Secretarial Letters served March 25, 2011, and July 3, 2013, at Docket No. M-2009-2082042.

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

Upon Commission approval.

5. COMPLIANCE

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

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

Applicant has never been the subject of a criminal or civil proceeding. Some of Applicant's affiliates have been defendants in civil proceedings within the last five years, see attached Exhibit 4.

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

Applicant has not had any actions or complaints against it. However, some of Applicant's affiliates have, see attached Exhibit 5.

- c. **SUMMARY:** If applicable; provide a statement as to the resolution or present status of any actions listed above. Additionally, provide details of any actions the applicant has undertaken that will prevent the items listed above from occurring if licensed in Pennsylvania.

Exhibits 4 and 5 include information regarding the resolution or present status of the actions listed.

Applicant's parent company has a Director of Regulatory Affairs, a robust Compliance Department with a Quality Assurance team, and a Sales Support team. Together they will guide Applicant on the implementation of best practices to avoid some of the problems that have affected Applicants affiliates in the past.

6. PROOF OF SERVICE

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

- a.) **STATUTORY AGENCIES:** Pursuant to Sections 1.57, 1.58, and 62.103(c) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 62.103(c), provide proof of service of a signed and verified Application with attachments on the following:

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

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

Office of Small Business Advocate
Forum Place
555 Walnut Street, 1st Floor
Harrisburg, PA 17101

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

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

- b.) **NGDCs:** Pursuant to Sections 1.57, 1.58, and 62.103(c) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 62.103(c), provide Proof of Service of the Application and attachments upon each of the Natural Gas Distribution Companies the Applicant proposed to provide service in. Upon review of the Application, further notice may be required pursuant to Section 5.14 of the Commission's Regulations, 52 Pa. Code § 5.14. Contact information for each NGDC is as follows.

<p>Columbia Gas of PA, Inc. Transport Support Services 290 W. Nationwide Blvd. Columbus, OH 43215 PH: 614.460.4980 e-mail: transportevaluations@nisource.com</p>	<p>National Fuel Gas Distribution Corp. Daniel Czechowicz, Director – Gas Supply Administration 6363 Main Street Williamsville, NY 14221 PH: 716.857.6917 e-mail: czechowiczd@natfuel.com</p>
<p>Peoples Natural Gas Company LLC – Peoples Natural Gas Division Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>	<p>Peoples Natural Gas Company LLC – Peoples Gas Division Carol Scanlon 375 North Shore Drive Pittsburgh, PA 15212 PH: 412.208.6931 FAX: 412.208.6577 e-mail: Carol.Scanlon@peoples-gas.com</p>
<p>PECO Suzette Adams, Sr. Manager, Gas Supply and Transportation 2301 Market Street, S-18 Philadelphia, PA 19103 PH: 215.841.6467 Email: Suzette.Adams@exeloncorp.com</p>	<p>Philadelphia Gas Works Ryan Reeves, Director Supply Transportation & Control 800 West Montgomery Avenue Philadelphia, PA 19122 PH: 215.787.5103 email: pgwchoicesupply@pgworks.com</p>
<p>UGI Utilities, Inc. – Gas Division Sherry Epler 1 UGI Drive Denver, PA 17517 PH: 610.796.3447 Email: sepler@ugi.com</p>	<p>Valley Energy Inc. Ed Rogers 523 South Keystone Avenue Sayre, PA 18840-0340 PH: 570.888-9664 FAX: 570.888.6199 email: erogers@ctenterprises.org</p>

7. FINANCIAL FITNESS

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

See letters from the NGDC's attached as Exhibit 6.

- b. **FINANCIAL RECORDS, STATEMENTS, AND RATINGS:** Applicant must provide sufficient information to demonstrate financial fitness commensurate with the service proposed to be provided. Examples of such information which may be submitted include the following:
- Actual (or proposed) organizational structure including parent, affiliated or subsidiary companies.
 - Published Applicant or parent company financial and credit information (i.e. 10Q or 10K). (SEC/EDGAR web addresses are sufficient)
 - Applicant's accounting statements, including balance sheet and income statements for the past two years.
 - Evidence of Applicant's credit rating. Applicant may provide a copy of its Dun and Bradstreet Credit Report and Robert Morris and Associates financial form, evidence of Moody's, S&P, or Fitch ratings, and/or other independent financial service reports.
 - A description of the types and amounts of insurance carried by Applicant which are specifically intended to provide for or support its financial fitness to perform its obligations as a licensee.
 - Audited financial statements exhibiting accounts over a minimum two-year period.
 - Bank account statements (3-12 recent consecutive months), tax returns from the previous two years, or any other information that demonstrates Applicant's financial fitness.

Applicant is a wholly-owned subsidiary of Genie Energy International Corporation ("GEIC"), a Delaware corporation headquartered at 520 Broad Street, Newark, NJ 07102. GEIC is owned almost entirely (99.3%) by Genie Energy Ltd. ("Genie Energy"), another Delaware corporation, also headquartered at 520 Broad Street, Newark, NJ 07102.

Genie Energy is publicly traded on the New York Stock Exchange under the symbol GNE. As a wholly owned, and thus far inactive, subsidiary of Genie Energy, the Applicant does not maintain separate financial statements. Information regarding Genie Energy's financial fitness is available in its most recent Form 10-K filed with the SEC, a copy of which is available at: <https://genie.com/investors/sec-filings/>

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

Applicant will be fully capitalized by Genie Energy and has access to credit as a participant in Genie Energy's Preferred Supplier Agreement with BP Energy, a confidential copy of which is included as Exhibit 7.

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

N/A

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

Joseph Giancaspro, Controller
520 Broad St., Newark, NJ 07102
jgiancaspro@genie.com
accounting@genieretail.com
(973) 438-3334
(973) 438-1878 (fax)

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

All sections of the Tax Certification Statement must be completed. Submitting N/A on either the Sales Tax License Number or the Employer ID Number (items 7A and 7B) shall be accompanied by supporting documentation or an explanation validating the absence of such information.

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

8. TECHNICAL FITNESS:

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

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

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

Evergreen Gas & Electric, LLC ("Evergreen") is a subsidiary of Genie Retail Energy, Inc. ("GRE"). GRE currently operates several retail energy suppliers, serving hundreds of thousands of electricity and gas customers across 19 states and the District of Columbia. GRE's staff members possess significant experience in purchasing and marketing energy, interacting with the utility companies and all aspects of customer service.

Applicant will utilize many of the same employees and vendors to serve customers under the Evergreen Gas & Electric, LLC brand in Pennsylvania.

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

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

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

- Yes
- No

If yes, will the Applicant be using verification procedures?

- Yes
- No

If yes, describe the Applicant's verification procedures.

Applicant will retain established and well-regarded third-party verification vendors to conduct verifications of all of its door-to-door sales. All third-party verifications will be completed using either a live operator or a prerecorded script. In either case the customer will be asked a series of questions to determine if the customer is authorized to make the switch and to determine if the customer understands the choice he/she is making to switch to an NGS. All conversations will be recorded and held for a period of two years or until the customer chooses another NGS, whichever is greater.

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

Applicant is a subsidiary of Genie Retail Energy, Inc. ("GRE"). GRE currently operates several retail energy suppliers, serving hundreds of thousands of electricity and gas customers across 19 states and the District of Columbia. GRE's staff members possess significant experience in marketing services in Pennsylvania and many other jurisdictions.

Applicant will train all sales representatives on the applicable rules and regulations and internal company policies. The activities of the sales representatives will be monitored and audited by Compliance Department staff. Enrollment data will be scrutinized and analyzed to uncover anything that seems inappropriate.

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

**Michael Stein, CEO
Alan Schwab, President and COO
Avi Goldin, CFO
Joyce Mason, Secretary**

See description of Officers' professional experience attached hereto as **Exhibit 8.**

9. DISCLOSURE STATEMENT:

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

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

- Natural gas should be priced in clearly stated terms to the extent possible. Common definitions should be used. All consumer contracts or sales agreements should be written in plain language with any exclusions, exceptions, add-ons, package offers, limited time offers or other deadlines prominently communicated. Penalties and procedures for ending contracts should be clearly communicated.

See sample Disclosure Statement attached hereto as Exhibit 9.

10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **STANDARDS OF CONDUCT AND DISCLOSURE:** As a condition of receiving a license, Applicant agrees to conform to any Uniform Standards of Conduct and Disclosure as set forth by the Commission. Further, the Applicant agrees that it must comply with and ensure that its employees, agents, representatives, and independent contractors comply with the standards of conduct and disclosure set out in Commission regulations at 52 Pa. Code § 62.114.

X AGREED

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

X AGREED

- c. **TRANSFER OF LICENSE:** The Applicant understands that if it plans to transfer its license to another entity, it is required to request authority from the Commission for permission prior to transferring the license. See 66 Pa.C.S. § 2208(d) and 52 Pa. Code § 62.112(a). Transferee will be required to file the appropriate licensing application.

X AGREED

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

X ACKNOWLEDGED

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

X AGREED

- f. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa.C.S. §§ 4902, 4903, and 4904, relating to perjury and falsification in official matters.

X AGREED

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

X AGREED

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

X AGREED

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

x PAYMENT ENCLOSED

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

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

All Applicants MUST include a Commission issued Docket Number in their publications. Docket Numbers are issued to new applicants when an application packet is submitted to the PUC's Secretary's Bureau. **Newspaper publications published without a Commission issued Docket No. will be rejected.** For more information, see 52 Pa. Code § 62.107.

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

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

The only acceptable verification of this requirement is with Notarized Proofs of Publication, which may be requested from each newspaper and **must be supplied to the Commission before the applicant is licensed.**

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

(Newspaper Publication Templates are provided at Appendices F and G)

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13. SIGNATURE

Applicant: Evergreen Gas & Electric, LLC

By: 

Title: Pres. & COO

Appendix A

APPLICATION AFFIDAVIT

State of New Jersey :

ss.

County of Essex

Alan Schwab, Affiant, being duly affirmed according to law, deposes and says that:

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He is the President & COO of Evergreen Gas & Electric, LLC;

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


That the Applicant herein, Evergreen Gas & Electric, LLC, has the burden of producing information and supporting documentation demonstrating its technical and financial fitness to be licensed as a natural gas supplier pursuant to 66 Pa.C.S. § 2208 (c)(1) and 52 Pa. Code § 62.109(a).

That the Applicant herein, Evergreen Gas & Electric, LLC, has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein, Evergreen Gas & Electric, LLC acknowledges that it is under a duty to update information provided in answer to questions on this application and contained in supporting documents.

That the Applicant herein, Evergreen Gas & Electric, LLC, acknowledges that it is under a duty to supplement information provided in answer to questions on this application and contained in supporting documents as requested by the Commission.

That the facts above set forth are true and correct to the best of his/her knowledge, information, and belief, and that he/she expects said Applicant to be able to prove the same at hearing.



Signature of Affiant

Sworn and subscribed before me this 25th day of March, 2026.



Signature of official administering oath

My commission expires _____

AVRAM KEILSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/10/2026

Appendix B

OPERATIONS AFFIDAVIT

State of New Jersey :

ss.

County of Essex :

Alan Schwab, Affiant, being duly affirmed according to law, deposes and says that:

He is the President & COO of Evergreen Gas & Electric, LLC;

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

That Evergreen Gas & Electric, LLC, the Applicant herein, acknowledges that it may have obligations pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; or with other applicable statutes or regulations including Emergency Orders which may be issued verbally or in writing during any emergency situations that may unexpectedly develop from time to time in the course of doing business in Pennsylvania.

That Evergreen Gas & Electric, LLC, the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

That Evergreen Gas & Electric, LLC, the Applicant herein, acknowledges that failure to comply with any provision of Chapter 22 of the Public Utility Code or the rules, regulations, orders or directives of the Department of Revenue or of the Commission, including, but not limited to, engaging in anticompetitive behavior, shall be cause for the Commission to revoke the Applicant's license. See 66 Pa.C.S. § 2208(c)(2). The Applicant acknowledges that it shall report to the Commission its jurisdictional natural gas sales for ultimate consumption, for the previous year or as otherwise required by the Commission. The Applicant also acknowledges that it is subject to 66 Pa.C.S. § 506 (relating to the inspection of facilities and records).

Applicant, by filing of this application waives confidentiality with respect to its state tax information in the possession of the Department of Revenue, regardless of the source of the information, and shall consent to the Department of Revenue providing that information to the Pennsylvania Public Utility Commission.


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Appendix B (Continued)

That Evergreen Gas & Electric, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa.C.S. § 506 and the standards and billing practices of 52 Pa. Code Chapter 56.

That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Office of Communications or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the law.

That the facts above set forth are true and correct/true and correct to the best of his/her knowledge, information, and belief.



Signature of Affiant

Sworn and subscribed before me this 25th day of March, 2026.



Signature of official administering oath

My commission expires _____

AVRAM KEBLSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 6/10/2026

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APR 1 2026 AM 11:46

EXHIBIT 1
Pennsylvania Foreign LLC Registration

RCVD PUC SEC BUR
APR 1 2026 AM 11:46



Business

UCC

Trademark

CROP

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Business Search

As of 01/18/2026 we have processed all business filings received in our office through 01/14/2026.

Business Search Info: ▼

Q

[Advanced ▼](#)

Results: 1

Filing Information ▲▼	Initial Filing Date ▲▼	Status ▲▼	Entity Type ▲▼	Formed In ▲▼	Address ▲▼
Evergreen Gas & Electric, LLC (4079214) >	01/12/2012	Active	Foreign Limited Liability Company	DELAWARE	Corporation Service Company



[Skip to main content](#)


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EXHIBIT 2
Delaware LLC Registration and Amendments Thereto

RCVD PUC SEC BUR
APR 1 2026 AM 11:47

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "RESIDENTS ENERGY, LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF JANUARY, A.D. 2012, AT 2:23 O'CLOCK P.M.

5091884 8100

120020525

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9279448

DATE: 01-06-12

CERTIFICATE OF FORMATION

OF

RESIDENTS ENERGY, LLC

1. The name of the limited liability company is Residents Energy, LLC.
2. The address of its registered office in the State of Delaware is 2711 Centerville Road Suite 400, in the City of Wilmington, Zip Code 19808. The name of its registered agent at such address is Corporation Service Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Residents Energy, LLC on this 6th day of January, 2012.

/s/ Jillian Walsh
Jillian Walsh
Authorized Person

Delaware

PAGE 1

The First State

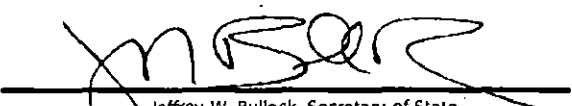
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "RESIDENTS ENERGY, LLC", CHANGING ITS NAME FROM "RESIDENTS ENERGY, LLC" TO "EVERGREEN GAS & ELECTRIC, LLC", FILED IN THIS OFFICE ON THE EIGHTEENTH DAY OF DECEMBER, A.D. 2012, AT 7:24 O'CLOCK P.M.

5091884 8100

121360450

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




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0082076

DATE: 12-19-12

STATE OF DELAWARE CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Residents Energy, LLC

2. The Certificate of Formation of the limited liability company is hereby amended as follows:

In order to effect a change in the name of the LLC, paragraph 1 of the original Certificate of Formation is hereby amended to read as follows:

The name of the limited liability company is
Evergreen Gas & Electric, LLC

IN WITNESS WHEREOF, the undersigned have executed this Certificate on
the 18 day of December, A.D. 2012.

By: /s/ Joyce J. Mason

Authorized Person(s)

Name: Joyce J. Mason - Secretary

Print or Type

EXHIBIT 3
List of Affiliates

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APR 1 2026 AM 11:47

Affiliate

Genie Energy Ltd.
Genie Retail Energy, Inc.
Argo Insurance Company, Inc.
Citizens Choice Energy, LLC
CityCom Health, LLC
CityCom Insure, LLC
CityCom Solar, LLC
CPP Genie Community Solar, LLC
Diversegy, LLC
Genie ABA Holdings, LLC
Genie Real Estate, LLC
Genie Solar, Inc.
IDT Energy, Inc.
IntelliMark Services, LLC
Mirabito Natural Gas, LLC
Residents Energy, LLC
Southern Federal Power, LLC
Town Square Energy, LLC
Town Square Energy East, LLC
Town Square Energy Georgia, LP

Address

520 Broad Street, Newark, NJ 07102
520 Broad Street, Newark, NJ 07102
520 Broad Street, Newark, NJ 07102
520 Broad Street, Newark, NJ 07102
520 Broad Street, Newark, NJ 07102
520 Broad Street, Newark, NJ 07102
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520 Broad Street, Newark, NJ 07102
520 Broad Street, Newark, NJ 07102
520 Broad Street, Newark, NJ 07102
520 Broad Street, Newark, NJ 07102
5858 Westheimer Rd., Houston, TX 77057
2200 E. Williams Field Rd., Gilbert, AZ 85295
2200 E. Williams Field Rd., Gilbert, AZ 85295
2200 E. Williams Field Rd., Gilbert, AZ 85295

EXHIBIT 4
List of Civil Proceedings

RCVD PUC SEC BUR
APR 1 2026 AM 11:47

Exhibit 4

CIVIL PROCEEDINGS FILED AGAINST AFFILIATES OF THE APPLICANT WITHIN THE LAST FIVE YEARS (Listed in chronological order of filing)

1. Hermimia Baez v. IDT Energy – Customer filed complaint in Superior Court of New Jersey, Hudson County, Small Claims Section on 7/12/2022 (Docket No. HUD-SC-000434-22) alleging that she did not understand how she became a customer of the defendant. Case was settled before trial.
2. People of the State of Illinois v. Residents Energy, LLC – Filed on 9/29/2023 in the Circuit Court of Cook County Illinois (Case No. 2023CH08494). Plaintiff alleges that defendant violated the Illinois Consumer Fraud and Deceptive Business Practices Act and the Illinois Telephone Solicitations Act. The litigation is currently in the discovery phase.
3. Diego Castiblanco v. Residents Energy, LLC – Customer filed complaint in Superior Court of New Jersey, Monmouth County, on 9/13/2024 (Docket No. MON-DC-012533-24), alleging that defendant did not have authority to switch his account. Case was settled before trial.
4. Keith Deleo v. IDT Energy, Inc. – Plaintiff filed complaint in UD District Court for the District of New Jersey on 9/29/2024 (Docket No. 2:2024cv08113) alleging that defendant violated the Telephone Consumer Protections Act. The case was settled before trial.
5. Farm Boy Country Market and Willie Park v. IDT Energy, Inc. – Demand for Arbitration filed at the American Arbitration Association on 7/23/2025 (Arbitration No. 01-25-0003-2767). Arbitrator issued a Final Award in favor of the plaintiffs on March 4, 2026.
6. Slomi Sobti v. IDT Energy – Customer filed complaint in Superior Court of New Jersey, Essex County, on 8/6/2025 (Docket No. ESX-DC-023128-25) alleging that defendant's rates were too high. Case was settled before trial.
7. Johnny E. Webb, III v. Diversegy, LLC, Dominions Gas Holdings, L.P., IDT Energy, Inc., Genie Energy Services, LLC f/k/a Shuk Holdings LLC, et al. – Filed on 9/19/2025 in the Superior Court of New Jersey (Docket No. ESXL007186-25). Case involves a commercial dispute that the parties have been litigating through various courts over the course of more than a decade.
8. Kelly Fitzpatrick v. Genie Retail Energy, Inc. and Town Square Energy, LLC – Filed on 12/11/2025 in US District Court, District of New Jersey (Case No. 2:2025cv18500). Plaintiff alleged that defendant violated the Telephone Consumer Protection Act (TCPA). Case was dismissed on 2/4/2026.

EXHIBIT 5
Customer Complaints and Regulatory Actions

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APR 1 2026 AM 11:47

Exhibit 5

FORMAL OR ESCALATED CUSTOMER COMPLAINTS FILED AGAINST AFFILIATES OF THE APPLICANT WITHIN THE LAST FIVE YEARS

<u>Date Case Filed</u>	<u>Case Number</u>	<u>Agency</u>	<u>Complainant</u>	<u>Company</u>	<u>Status</u>
9/5/2023	C-2023-3042819	PA PUC	Bailey, Xiaoxia	IDT Energy	Certificate of Satisfaction Filed
6/17/2025	F-2025-3056011	PA PUC	Gallagher, Hope	IDT Energy	Certificate of Satisfaction Filed
12/17/2025	C-2025-3059370	PA PUC	Pinero, Laura	IDT Energy	Certificate of Satisfaction Filed
11/30/2022	22-1102-EL-CSS	PUCO	Ray, Keith	IDT Energy	Dismissed with Prejudice
2/7/2023	23-0112-EL-CSS	PUCO	Acosta, Raymond	IDT Energy	Dismissed without Prejudice
4/4/2023	C-2023-3039545	PA PUC	Romine, James	Residents Energy	Certificate of Satisfaction Filed
11/13/2024	F-2024-3052193	PA PUC	Beniquez, Bianca	Residents Energy	Certificate of Satisfaction Filed
1/22/2026	C-2026-3060152	PA PUC	Saracino, Claudio	Residents Energy	Certificate of Satisfaction Filed
2/14/2024	24-0136-EL-CSS	PUCO	Curry, Helen	Residents Energy	Dismissed with Prejudice

REGULATORY ACTIONS FILED AGAINST AFFILIATES OF THE APPLICANT WITHIN THE LAST FIVE YEARS

PURA Docket No. 19-08-21 – Investigation into Residents Energy, LLC

On March 26, 2021, the Office of Education, Outreach and Enforcement of the Connecticut Public Utilities Regulatory Authority (“PURA”) issued a Notice of Violation and Assessment of Civil Penalty against Residents Energy alleging, amongst other things, that Residents Energy had conducted door-to-door marketing in Connecticut at a time when it was prohibited to do so because of the pandemic. Residents Energy contested the allegations. The parties, including the Office of Consumer Counsel, entered into settlement negotiations which resulted in the execution of a settlement agreement that was approved by PURA on June 22, 2021. The settlement agreement called for Residents Energy to make a voluntary payment of \$300,000 to a social services organization and to voluntarily withdraw from the Connecticut electric supplier market for a period of 36 months.

Illinois Commerce Commission vs. Residents Energy, LLC – Docket No. 21-0794

On November 4, 2021, the Illinois Commerce Commission issued an Order Initiating Proceeding seeking to impose a penalty of \$12,000 against Residents Energy for failure to file several compliance reports in 2020 and 2021. Residents Energy filed all the delinquent reports within 30 days. The parties agreed to settle the matter for a one-time payment of \$6,000.

Illinois Commerce Commission vs. IDT Energy, Inc. – Docket No. 21-0788

On November 4, 2021, the Illinois Commerce Commission issued an Order Initiating Proceeding seeking to impose a penalty of \$19,500 against IDT Energy for failure to file several compliance reports in 2020 and 2021. IDT Energy filed all of the delinquent reports within 30 days. The parties agreed to settle the matter for a one-time payment of \$6,000.

EXHIBIT 6
Proof of Compliance with NGDC Credit Requirements

RCVD PUC SEC BUR
APR 1 2026 AM 11:47



National Fuel

March 24, 2026

Michael A. Gruin
Evergreen Gas & Electric, LLC
17 N. 2nd Street, 16th Fl.
Harrisburg, PA 17101

Dear Michael,

Pursuant to 66 Pa. C. S. § 2208 (c), an applicant for a natural gas supplier license in the Commonwealth of Pennsylvania must furnish security to each utility where the supplier will do business to ensure the financial responsibility of such natural gas supplier. To this end, National Fuel Gas Distribution Corporation ("National Fuel") will perform a credit review and analysis of Evergreen Gas & Electric, LLC (EGE) and determine at the appropriate time whether EGE must post a security deposit acceptable to National Fuel in order to operate as a supplier on National Fuel's system.

EGE's security requirement to serve Pennsylvania customers is dependent on the type of transportation service utilized by EGE. There is no Natural Gas Supplier (NGS) security requirement for customers that will be enrolled in National Fuel's Purchase of Receivable (POR) program. As such, EGE will not be required to post security for customers enrolled in the POR program. A security deposit will be required for transportation customers not enrolled in the POR program.

Should you have any questions concerning the above, please contact me at 716-857-7541.

Yours truly,

Jason Allen
Transportation Service Department



375 North Shore Drive
Pittsburgh, Pennsylvania 15212

www.peoples-gas.com

Carol Scanlon
Manager, Rates

Peoples Natural Gas Company LLC
Phone: 412-208-6931
Email: Carol.Scanlon@peoples-gas.com

March 19, 2026

Michael Stein, CEO
Evergreen Gas & Electric, LLC
520 Broad Street
Newark, NJ 07102

Dear Michael Stein:

We are pleased that Evergreen Gas & Electric, LLC has applied for a license to provide natural gas services on Peoples Natural Gas Company LLC. Specifically you have requested to be licensed as a supplier on the distribution systems of Peoples Natural Gas Division and Peoples Gas Division (formerly Peoples TWP).

Since Evergreen Gas & Electric, LLC is not currently serving customers on the Peoples systems, we have determined at this time that Evergreen Gas & Electric, LLC does not need a bond or other financial security requirement to provide these services to the Company's customers.

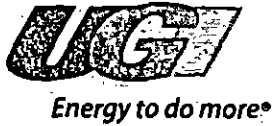
If a Pool is established, and customers are enrolled which alters the creditworthiness requirement or the Company's exposure to Evergreen Gas & Electric, LLC's provision of services on the Peoples' system in the future, the Company may deem it appropriate to require a bond or other financial instrument.

If you have any questions feel free to contact me at 412-208-6931 or by email at Carol.Scanlon@peoples-gas.com.

Sincerely,

Carol Scanlon
Manager, Rates
Peoples Natural Gas Company LLC

Cc: Stephen Kelly
Mina Speicher



UGI Utilities, Inc.
1 UGI Drive
Denver, PA 17517

610-796-3400

VIA E-MAIL

March 25, 2026

Michael A. Gruin
17 N. 2nd Street, 16th Fl.
Harrisburg, PA 17101

ATTENTION: **Michael A. Gruin, Esquire**
Michael.gruin@stevenslee.com

RE: **UGI Financial Security Requirements**

Dear Mr. Gruin,

UGI Utilities, Inc.-Gas Division (hereinafter "UGIU") has reviewed the application of Evergreen Gas & Electric, LLC (hereinafter "Evergreen") for approval to operate as a Natural Gas Supplier. Based on this initial review, Evergreen must post security as specified in the UGIU Supplier Coordination Tariff before it serves customers on the UGIU distribution systems. Such security forms and amounts can be found in Section 8 of UGIU's Gas Choice Tariff No. 7S at <https://ugi.outsystemsenterprise.com/UGITariffFO/Tariffs>. Once such security is posted with UGIU, Evergreen will have demonstrated adequate creditworthiness to UGIU in order to operate as a Natural Gas Supplier on the UGIU distribution system.

This determination may change in the event there is a material deterioration in Evergreen's financial condition, if Evergreen's obligations to UGIU exceed the amount of the financial security provided, if the financial security is withdrawn or is deemed to be null and void or inadequate due to the material financial deterioration of any guarantor, or if Evergreen fails to abide by the terms and conditions of the UGIU Gas Tariff and the UGIU Natural Gas Supplier Coordination Tariff.

Please feel free to contact me with any additional questions you may have.

Sincerely,

Sherry Epler
Senior Manager
Tariff & Supplier Administration

SE/rks



VALLEY ENERGY

523 S. Keystone Avenue, Sayre, PA 18840
800-998-4427 • 570-888-9664 • valley-energy.com

March 20, 2026

VIA EMAIL

Michael A. Gruin
17 N. 2nd Street, 16th Floor
Harrisburg, PA 17101
Michael.gruin@stevenslee.com

RE: Evergreen Gas & Electric, LLC

Dear Mr. Gruin:

We understand that Evergreen Gas & Electric, LLC has applied with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania, including our company's service area.

Pursuant to 66 Pa.C.S. § 2208(c), an applicant for a natural gas supplier license must furnish security to each utility where it will do business to ensure the supplier's financial responsibility. To this end, Valley Energy periodically will perform a credit review and analysis of Evergreen Gas & Electric, LLC when Evergreen Gas & Electric, LLC begins to serve customers on Valley Energy's system. Valley Energy will determine whether Evergreen Gas & Electric, LLC must post security based on the credit review, the types of customers served, the volumes expected to be delivered for those customers and the other rules in Valley Energy's Supplier Tariff. At this time, no security is being requested; however, if the services provided change in the future, we reserve the right to require security from Evergreen Gas & Electric, LLC as deemed appropriate.

If you have any questions, please contact Jamie Beale at 570-888-9664 (Ext. 5232).

Sincerely,

Edward E. Rogers
President & CEO

EER/km

cc: J. Beale, Valley Energy



PHILADELPHIA GAS WORKS

800 West Montgomery Avenue • Philadelphia, PA 19122

3/20/2026

Evergreen Gas & Electric, LLC
c/o Michael Gruin

17 N. 2nd Street, 16th Fl.
Harrisburg, PA 17101

Email: Michael.gruin@stevenslee.com

Dear Michael Gruin:

Re: Security Requirement for **Evergreen Gas & Electric, LLC**

Philadelphia Gas Works ("PGW") is aware that **Evergreen Gas & Electric, LLC** has filed an application with the Pennsylvania Public Utility Commission to supply natural gas services to the public in Pennsylvania and specifically within the service territory of Philadelphia Gas Works. You have stated that, in performing these services, **Evergreen Gas & Electric, LLC** will take title to any delivered natural gas.

Under its tariff, Philadelphia Gas Works require **Evergreen Gas & Electric, LLC** to provide a bond or other financial security instrument in an amount that Philadelphia Gas Works determines to be appropriate. Upon final approval of your application to PGW and prior to enrolling customers, security in the first year for firm pools will be required based on your estimated firm pool size. It will be updated annually based on actual firm pool size.

At this time, **Evergreen Gas & Electric, LLC** does not need to post a bond or other form of security.

If you have any questions concerning the foregoing, please contact me at 215-684-6726.

Sincerely,

Robert Smith

Robert K. Smith
Sr. Vice President - Operations, Supply
Chain, & Gas Management

/js

EXHIBIT 8
Summary of Technical Fitness

RCVD PUC SEC BUR
APR 1 2026 AM 11:48

Exhibit 8

Evergreen Gas & Electric, LLC's management team members have significant experience in the industry, as described more fully in their biographical sketches below.

Michael Stein, CEO

mstein@genieretail.com

973-438-3018

Michael Stein is the CEO of Genie Retail Energy, Inc. and its subsidiaries, including Evergreen Gas & Electric, LLC, since May of 2015. He became CEO of the publicly-traded parent company, Genie Energy Ltd. ("Genie"), in November 2017. He also served as Genie's Chief Operating Officer from March until November of 2017, as Executive Vice President of Genie from May 2014 to March 2017, and as Senior Vice President of Operations from January to May 2014. From July 2012 to January 2014, Mr. Stein was Senior Vice President of Business Development of IDT Telecom. From June 2007 to January 2009, Mr. Stein was an analyst at Belstar Investment Management.

Michael holds a BA in Psychology from Yeshiva University.

Alan Schwab, President and Chief Operating Officer

aschwab@genieretail.com

973-438-4343

Alan Schwab is the President and Chief Operating Officer (COO) of Genie Retail Energy, Inc. and its subsidiaries, including Evergreen Gas & Electric, LLC. As President and COO, Alan is responsible for the day-to-day operations of the company's retail energy businesses including sales, marketing, operations, regulatory, compliance and customer service. Under his leadership, the company expanded into numerous new energy markets.

Prior to his foray into energy, Alan excelled in a succession of senior operations positions at IDT Corporation beginning at IDT Telecom, which he joined in 1996. As SVP at IDT Telecom, Alan managed the routing, provisioning and switching translations for IDT's global telecommunications network.

Alan subsequently was named COO of IDT Capital, the division of IDT responsible for new business initiatives and incubation. In that capacity, he directed the development of over a dozen successful start-ups, including IDT Energy.

Alan holds an MBA from Barry University in Miami, Florida.

Avi Goldin, CFO

agoldin@genie.com

973-438-4075

Avi Goldin has served as Chief Financial Officer of Genie Energy Ltd. since August 2011. He now also serves as CFO of Genie Retail Energy, Inc. and its subsidiaries, including Evergreen Gas & Electric, LLC. Prior to assuming these roles, Avi served as Vice President of Corporate Development of IDT Corporation from May 2009 through October 2011. He originally joined IDT in January 2004 and held several positions within IDT and its affiliates before leaving in January 2008 to join CayComm Media Holdings, a telecommunications acquisition fund, where he served as Vice President, Finance. Avi rejoined IDT in May 2009 as Vice President of Corporate Development. Prior to joining IDT, Avi served as an Investment Analyst at Dreman Value Management, a \$7 billion asset management firm and as an Associate in the Satellite Communications group at Morgan Stanley & Co.

Avi holds an MBA from the Stern School of Business of New York University, a B.A. in Finance from the Syms School of Business of Yeshiva University and is a Chartered Financial Analyst (CFA).

EXHIBIT 9
Description of Sample Contract and Disclosure Statement
Technical Fitness

RCUD PLC SEC BUR
APR 1 2025 AM 11:48



EVERGREEN GAS & ELECTRIC, LLC
520 BROAD STREET
NEWARK, NEW JERSEY 07102
1-877-201-2234

PENNSYLVANIA - FIXED PRICE - ETF NATURAL GAS CONTRACT SUMMARY v.06012026

This document summarizes the key terms of your contract with Evergreen, Inc. ("Evergreen")

<<Insert Customer Name, Address, City Zip Code>>

Natural Gas Supplier Information	Evergreen Gas & Electric, LLC, 520 Broad Street, Newark, NJ 07102 1-877-201-2234 www.evergreengande.com You have chosen Evergreen as your natural gas supplier. Evergreen is not affiliated with your natural gas distribution company ("NGDC"). Evergreen is responsible for the natural gas distribution charges on your bill. These charges will appear on your NGDC bill separate and apart from your NGDC's distribution charges for delivering your natural gas.
Price Structure	Fixed Rate. With Evergreen's Fixed Rate plan, your rate will be effective starting with your first date of service with Evergreen and will remain fixed for the first [] billing cycles. This rate may be higher or lower than the NGDC's rate.
Natural Gas Supply Price	Your natural gas supply rate with Evergreen during the Initial Term will be [] per CCF/Therm.
Statement Regarding Savings	Evergreen's rate for natural gas supply may be higher or lower than your NGDC's rate, there is no guarantee of savings.
Deposit Requirements	Evergreen does not require any deposit.
Contract Start Date	Your Evergreen natural gas supply service will begin on the date set by your NGDC.
Contract Duration/Length	The Initial Term of this Agreement is [] billing cycles.
Cancellation/Early Termination Fees	Customer may cancel this Agreement at any time during the three (3) business days following receipt of this Agreement by calling Evergreen at 1-877-201-2234. Following the 3-day rescission period, if Customer terminates this Agreement during the Initial Term, or if Evergreen terminates this Agreement due to Customer's breach, Customer shall pay Evergreen, in addition to any other applicable charges, an early termination fee for each terminated account, equal to: \$10.00 for each billing cycle, or portion thereof, remaining in the Initial Term.
Incentives	
End of Contract	You will receive an initial notice within 60 to 75 days before the expiration of the Initial Term. Also, you will receive an options notice approximately 45 days prior to the expiration of the Initial Term advising you of your renewal options. If you do not respond to the notifications, your service with Evergreen will continue and this Agreement will automatically rollover to another fixed term, or to month-to-month terms, as set forth in the notifications.

See the Disclosure Statement for complete terms and conditions.

PENNSYLVANIA NATURAL GAS DISCLOSURE STATEMENT – v.06012026

This is an agreement (“Agreement”) for natural gas supply services, between Evergreen Gas & Electric, LLC (“Evergreen”) and

«FIRST_NAME» «LAST_NAME» (“Customer” or “you”)
«ADDRESSLINE1» «CITY», «STATE» «ZIP»

BACKGROUND

Evergreen is licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas in Pennsylvania. Evergreen’s PUC license number is XXXXXXXXX.

Your commodity prices and charges will be set by Evergreen. The Public Utility Commission regulates distribution or delivery prices and services.

You will continue to receive your gas bill from your Natural Gas Distribution Company (NGDC). It will contain the NGDC’s charges and Evergreen’s charges. Your NGDC will continue to provide all emergency repairs and services.

Right of Rescission - You may cancel this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. To do so, you may contact Evergreen at 520 Broad Street, Newark, NJ 07102, by phone at 1-877-201-2234, or by email at contactus@evergreengandc.com.

DEFINITIONS

Commodity Charges: The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

TERMS OF SERVICE

1. Price - For each billing cycle, the price for the natural gas supplied pursuant to this Agreement will be calculated by multiplying (i) the agreed-upon variable or fixed rate for the natural gas, by (ii) the amount of natural gas consumed, as determined by the NGDC’s actual or estimated meter reads. The fixed rate for natural gas does not include the NGDC’s charges and fees.

Fixed Rate Product: You have chosen a Fixed Rate natural gas product. The rate for the natural gas supplied pursuant to this Agreement during the Initial Term (defined in your Contract Summary) will be the rate set forth on the Contract Summary. This rate includes natural gas Commodity Charges and estimated total state taxes but excludes applicable state and local Sales Tax. This rate will be effective starting with your first date of service with Evergreen and will remain fixed for the Initial Term. You will also pay a Daily Service Fee.

2. Length of Agreement – Fixed Rate Product: For the Fixed Rate product, this Agreement shall commence as of the date Customer’s enrollment with Evergreen is deemed effective by the NGDC, and it shall continue until the conclusion of the Initial Term (defined in your Contract Summary). The Agreement may renew at that juncture as described in the **Renewal Provisions/Agreement Expiration/Change in Terms** section below.

3. Special Terms and Conditions – Rebate Programs: From time-to-time Evergreen may offer a rebate program for new customers who enroll with Evergreen and maintain active accounts with Evergreen for a specified period of time. To be eligible to earn a rebate under any such rebate program, Customer will have 60 days to complete a validation process in accordance with the instructions that will be provided to Customer. Customer will also have to be an active customer of Evergreen, in good standing, at the time the rebate is to be issued in order to qualify for the rebate. Rebate amounts appearing in Evergreen’s advertising materials or presented orally to potential customers are merely examples of rebate amounts that customers might be eligible to receive. The actual amount of any rebate will be computed by reference to Customer’s actual usage over the term of this Agreement, which may vary substantially from any estimate provided. Any rebate earned by Customer will be sent to Customer at the address provided by Customer during the validation process. Rebates can be issued in a variety of forms including, but not limited to, checks, stored-value cards, or electronic gift cards. Stored-value cards and electronic gift cards will be issued by an issuing bank, pursuant to a direct relationship between Customer and the issuing bank and will be subject to the terms and conditions of a Cardholder Agreement. Stored-value cards and electronic gift cards will expire 6 months after issuance.

Carbon Offset Gas Option: If you have chosen Evergreen’s Carbon Offset Gas option, Evergreen will purchase carbon offsets and/or carbon credits to match 100% of your natural gas consumption (at a rate of 1 metric ton of offsets/credits per 188.6 therms of natural gas supplied). Evergreen may take up to 12 months following each calendar year in which this Agreement is in effect to address any deficiency that may arise in the carbon offsets/credits purchased.

4. Late Payment and Early Termination Fees - All regular payments of Evergreen’s charges and your NGDC’s charges are to be made to your NGDC. Any unpaid amounts may be subject to late payment charges in accordance with your NGDC’s tariff. The NGDC has the right to terminate your gas service for any unpaid Evergreen charges or

NGDC charges, pursuant to Pennsylvania Public Utility Code regulations. Your NGDC may request a security deposit for amounts which include Evergreen's charges.

Fixed Rate Product: For the Fixed Rate product (unless your Contract Summary indicates that this provision is waived), if either (i) you terminate the Agreement prior to the end of the Initial Term, or (ii) Evergreen terminates the Agreement prior to the end of the Initial Term due to your breach, you shall pay Evergreen, in addition to any other applicable charges, an early termination fee for each terminated account, equal to: \$10.00 for each billing cycle, or portion thereof, remaining in the Initial Term. The parties acknowledge and agree that the actual damages that Evergreen will suffer as a result of Customer's early termination or breach are difficult to assess, the early termination fee described herein is a reasonable estimate of such damages and such early termination fee constitutes liquidated damages rather than a penalty.

5. Cancellation Provisions – Customer may terminate this Agreement by contacting Evergreen or the NGDC. However, see previous Section (4. Late Payment and Early Termination Fees) for details on if/when Customer will be subject an Early Termination Fee. If you fail to meet your obligations under this Agreement, or if there is a material adverse change in your business or financial condition (as determined by Evergreen in its discretion), then, in addition to any other remedies that it may have, Evergreen may terminate the Agreement. If Evergreen terminates the Agreement for any reason other than for your non-payment, Evergreen will follow applicable rules in providing notice to you. **Non-Payment** – If your natural gas service is terminated by your NGDC, then this Agreement will be 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 up to the date of termination. **Customer Move** – If Customer moves from the address listed above, this Agreement is cancelled.

6. Renewal Provisions/Agreement Expiration/Change in Terms – If you have a fixed duration contract approaching the expiration date, or whenever Evergreen proposes 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. If you do not respond to the notifications, your service with Evergreen will continue and this Agreement may automatically rollover to another fixed term ("Renewal Term") or to month-to-month terms, as set forth in the notifications.

7. Dispute Procedures - Contact Evergreen with any questions concerning the terms of service at 1.877.201.2234. If you are not satisfied after discussing your terms of service with Evergreen you may call or write to the **Public Utility Commission (PUC), Bureau of Consumer Services, PO Box 3265, Harrisburg, PA 17105-3265, 1.800.692.7380.**

8. Mandatory Arbitration and Class Action Waiver - Any dispute, controversy or claim arising out of, or related to, Evergreen's services under this Agreement that is not resolved directly between the parties or by the PUC (collectively, the "Claims"), shall be resolved by arbitration before the American Arbitration Association ("AAA") conducted under the AAA Commercial Rules and, if Customer is a residential customer, the Consumer-Related Disputes Supplementary Procedures.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH AN ADMINISTRATIVE OR COURT PROCEEDING. FURTHER, 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. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Entire Agreement - This Agreement, including the Contract Summary and any attached enrollment form, constitutes the entire agreement between you and Evergreen. You acknowledge that you are not relying on any advice, statements, recommendations or representations of Evergreen or its Sales personnel other than the written statements in this Agreement and that you have made your own decision to enter into this Agreement.

10. Assignment. Evergreen may assign or transfer its rights or obligations under this Agreement after first informing you in writing of such transfer or assignment. The terms of this Agreement will remain unchanged after such assignment. You will receive prior notification of any subsequent assignment. You may not assign or transfer your rights or obligations under this Agreement.

11. Choice of Law. This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania without regard to the conflicts of law provisions thereof.

12. No Warranties. Customer acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement except as otherwise expressly stated herein, and Evergreen

specifically disclaims all other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose or use.

13. SEVERABILITY. Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this Agreement.

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

15. LIMITATION OF LIABILITY. In no event shall Evergreen or Customer be liable to the other or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not Evergreen or Customer has been advised of the possibility of such damages. Evergreen's liability and Customer's exclusive remedies against Evergreen, for any damages caused by any service outage, defect or failure shall be the termination provisions set forth above in the Termination section above. Evergreen's liability for other claims arising in connection with any service or this Agreement, if not otherwise limited by another provision of this Agreement, shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any 12-month period), the total net payments made by Customer for the applicable service during the 12 months preceding the month in which the damage occurred.

16. INDEMNIFICATION. Customer is responsible for, and will indemnify Evergreen against, any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the natural gas after its delivery, to Customer's residence or place of business, as applicable.

17. CHANGE IN LAW. If at some future date there is a change in any law, rule, or regulation whereby Evergreen is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of Evergreen, this Agreement may be cancelled. If, at some future date, there is a change in a federal or state approved tariff affecting Evergreen's costs to purchase the natural gas required to provide your service, then, at the sole discretion of Evergreen, this Agreement may be modified to reflect those costs.

Contact Information:

Supplier: Evergreen Gas & Electric, LLC, 520 Broad Street, Newark, NJ 07102, 1-877-201-2234, www.evergreengande.com

Information about shopping for a natural gas supplier is available from:

Pennsylvania Public Utility Commission (PUC)
400 North Street, Harrisburg, PA 17120
1-800-692-7380
www.pagasswitch.com

Pennsylvania Office of Consumer Advocate
www.oca.state.pa.us



EVERGREEN GAS & ELECTRIC, LLC

520 BROAD STREET

NEWARK, NEW JERSEY 07102

1-877-201-2234

PENNSYLVANIA - VARIABLE RATE NATURAL GAS CONTRACT SUMMARY v.06012026

This document summarizes the key terms of your contract with Evergreen, LLC ("RESI")

<<Insert Customer Name, Address, City Zip Code>>

Natural Gas Supplier Information	<p>Evergreen Gas & Electric, LLC, 520 Broad Street, Newark, NJ 07102 1-877-201-2234 www.evergreengande.com You have chosen Evergreen as your natural gas supplier. Evergreen is not affiliated with your natural gas distribution company ("NGDC"). Evergreen is responsible for the natural gas supply charges on your bill. These charges will appear on your NGDC bill separate and apart from your NGDC's distribution charges for delivering your natural gas.</p>
Price Structure	<p>Variable Rate. Your rate for natural gas supply will be a variable rate that will fluctuate at Evergreen's discretion based on numerous factors including, but not limited to, current conditions on the NYMEX commodity exchange, the wholesale cost of natural gas, capacity costs, storage costs, balancing costs, cost of transportation of gas to the delivery point, Evergreen's expenses and margins and all applicable taxes, fees, or assessments. There is no cap on your variable rate, and there is no limit on how much the price may change from one billing cycle to the next. You will receive notice of variable rate changes when you receive the bill with that rate.</p>
Natural Gas Supply Price	<p>Your natural gas supply rate for your first billing cycle with Evergreen is <input type="text"/> per CCF/Therm. Thereafter, your rate will vary based on the factors described above. The amount of your Daily Service Fee will depend on your forecasted annual usage.</p>
Statement Regarding Savings	<p>Evergreen's variable rate for natural gas supply may be higher or lower than your NGDC's rate, there is no guarantee of savings.</p>
Deposit Requirements	<p>Evergreen does not require any deposit.</p>
Incentives	
Contract Start Date	<p>Your Evergreen natural gas supply service will begin on the date set by your NGDC.</p>
Contract Duration/Length	<p>This agreement will continue until either party provides notice of its intent to cancel and until the NGDC completes the termination in accordance with its rules.</p>
Cancellation/Early Termination Fees	<p>You may cancel your Evergreen natural gas supply service at any time without cancellation fees.</p>
End of Contract	<p>This agreement will continue until either party provides notice of its intent to cancel and until the NGDC completes the termination in accordance with its rules.</p>

See the Disclosure Statement for complete terms and conditions.

PENNSYLVANIA NATURAL GAS DISCLOSURE STATEMENT – v.06012026

This is an agreement (“Agreement”) for natural gas supply services, between Evergreen Gas & Electric, LLC (“Evergreen”) and

«FIRST_NAME» «LAST_NAME» (“Customer” or “you”)
«ADDRESSLINE1» «CITY», «STATE» «ZIP»

BACKGROUND

Evergreen is licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas in Pennsylvania. Evergreen’s PUC license number is XXXXXXXX.

Your commodity prices and charges will be set by Evergreen. The Public Utility Commission regulates distribution or delivery prices and services.

You will continue to receive your gas bill from your Natural Gas Distribution Company (NGDC). It will contain the NGDC’s charges and Evergreen’s charges. Your NGDC will continue to provide all emergency repairs and services.

Right of Rescission - You may cancel this Agreement at any time before midnight of the third business day after receiving this Disclosure Statement. To do so, you may contact Evergreen at 520 Broad Street, Newark, NJ 07102, by phone at 1.877-201-2234, or by email at contactus@evergreengande.com.

DEFINITIONS

Commodity Charges: The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms).

TERMS OF SERVICE

1. Price - For each billing cycle, the price for the natural gas supplied pursuant to this Agreement will be calculated by multiplying (i) the agreed-upon variable rate for the natural gas, by (ii) the amount of natural gas consumed, as determined by the NGDC’s actual or estimated meter reads. The rate for natural gas does not include the NGDC’s charges and fees.

Variable Rate Product: You have chosen a Variable Rate natural gas product. The rate for the natural gas supplied pursuant to this Agreement during the first billing cycle will be the rate set forth on the Contract Summary. Thereafter, the rate will fluctuate at Evergreen’s discretion. When setting rates, Evergreen will consider numerous factors including, but not limited to, current conditions on the NYMEX commodity exchange, the wholesale cost of natural gas, capacity costs, storage costs, balancing costs, cost of transportation of gas to the delivery point, Evergreen’s expenses and margins and all applicable taxes, fees, or assessments. The rate includes natural gas Commodity Charges and estimated total state taxes but excludes applicable state and local Sales Tax. **There is no limit on how much the rate may change from one billing cycle to the next. The rate may be higher or lower than the NGDC’s rate in any particular billing cycle. There is no cap on the rate.** You will receive notice of variable rate changes when you receive the bill with that rate. More information about this variable rate product, including what the rate has been for the past 24 months, can be found at www.evergreengande.com or you can call 1.877.201.2234. However, please remember that past rates do not indicate present or future rates.

2. Length of Agreement – This Agreement shall commence as of the date Customer’s enrollment with Evergreen is deemed effective by the NGDC, and it shall continue until either Evergreen or Customer provides 15 days’ notice of termination to the other. Customer may cancel this agreement by contacting Evergreen at 520 Broad Street, Newark, NJ 07102, by phone at 1.877.201.2234, or by email at contactus@evergreengande.com. In the event such notice is given, the NGDC will complete the termination on the next available date in accordance with its rules.

3. Special Terms and Conditions – Rebate Programs: From time-to-time Evergreen may offer a rebate program for new customers who enroll with Evergreen and maintain active accounts with Evergreen for a specified period of time. To be eligible to earn a rebate under any such rebate program, Customer will have 60 days to complete a validation process in accordance with the instructions that will be provided to Customer. Customer will also have to be an active customer of Evergreen, in good standing, at the time the rebate is to be issued in order to qualify for the rebate. Rebate amounts appearing in Evergreen’s advertising materials or presented orally to potential customers are merely examples of rebate amounts that customers might be eligible to receive. The actual amount of any rebate will be computed by reference to Customer’s actual usage over the term of this Agreement, which may vary substantially from any estimate provided. Any rebate earned by Customer will be sent to Customer at the address provided by Customer during the validation process. Rebates can be issued in a variety of forms including, but not limited to, checks, stored-value cards, or electronic gift cards. Stored-value cards and electronic gift cards will be issued by an issuing bank, pursuant to a direct relationship between Customer and the issuing bank and will be subject to the terms and conditions of a Cardholder Agreement. Stored-value cards and electronic gift cards will expire 6 months after issuance.

Carbon Offset Gas Option: If you have chosen Evergreen’s Carbon Offset Gas option, Evergreen will purchase carbon offsets and/or carbon credits to match 100% of your natural gas consumption (at a rate of 1 metric ton of offsets/credits per 188.6 therms of natural

gas supplied). Evergreen may take up to 12 months following each calendar year in which this Agreement is in effect to address any deficiency that may arise in the carbon offsets/credits purchased.

4. Late Payment and Early Termination Fees - All regular payments of Evergreen's charges and your NGDC's charges are to be made to your NGDC. Any unpaid amounts may be subject to late payment charges in accordance with your NGDC's tariff. The NGDC has the right to terminate your gas service for any unpaid Evergreen charges or NGDC charges, pursuant to Pennsylvania Public Utility Code regulations. Your NGDC may request a security deposit for amounts which include Evergreen's charges. There are no early termination fees for termination of a Variable Rate (ResiFlex) Agreement.

5. Cancellation Provisions - Customer may terminate this Agreement by contacting Evergreen or the NGDC. If you fail to meet your obligations under this Agreement, or if there is a material adverse change in your business or financial condition (as determined by Evergreen in its discretion), then, in addition to any other remedies that it may have, Evergreen may terminate the Agreement. If Evergreen terminates the Agreement for any reason other than for your non-payment, Evergreen will follow applicable rules in providing notice to you. **Non-Payment** - If your natural gas service is terminated by your NGDC, then this Agreement will be 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 up to the date of termination. **Customer Move** - If Customer moves from the address listed above, this Agreement is cancelled.

6. Renewal Provisions/Agreement Expiration/Change in Terms - If Evergreen proposes 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 the effective date of the proposed changes. These notifications will explain your options going forward. If you do not respond to the notifications, your service with Evergreen will continue as set forth in the notifications.

7. Dispute Procedures - Contact Evergreen with any questions concerning the terms of service at 1.877.201.2234. If you are not satisfied after discussing your terms of service with Evergreen you may call or write to the **Public Utility Commission (PUC), Bureau of Consumer Services, PO Box 3265, Harrisburg, PA 17105-3265, 1.800.692.7380.**

8. Mandatory Arbitration and Class Action Waiver - Any dispute, controversy or claim arising out of, or related to, Evergreen's services under this Agreement that is not resolved directly between the parties or by the PUC (collectively, the "Claims"), shall be resolved by arbitration before the American Arbitration Association ("AAA") conducted under the AAA Commercial Rules and, if Customer is a residential customer, the Consumer-Related Disputes Supplementary Procedures.

BY ENTERING INTO THIS AGREEMENT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, AND THE RIGHT TO A JURY TRIAL. THE ABILITY TO CONDUCT DISCOVERY IN ARBITRATION IS LIMITED AND THE ARBITRATOR'S DECISION IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. THE AAA SHALL HAVE THE POWER TO RULE ON ANY CHALLENGE TO ITS OWN JURISDICTION OR TO THE VALIDITY OR ENFORCEABILITY OF ANY PORTION OF THIS ARBITRATION PROVISION.

THE PARTIES AGREE THAT ALL CLAIMS INCLUDING STATUTORY, STATE OR FEDERAL CLAIMS, MAY BE MADE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THIS AGREEMENT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH AN ADMINISTRATIVE OR COURT PROCEEDING. FURTHER, 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. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE REMAINING PORTIONS OF THIS ARBITRATION PROVISION WILL REMAIN IN FORCE. JUDGMENT ON THE ARBITRATOR'S AWARD CAN BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

9. Entire Agreement - This Agreement, including the Contract Summary and any attached enrollment form, constitutes the entire agreement between you and Evergreen. You acknowledge that you are not relying on any advice, statements, recommendations or representations of Evergreen or its Sales personnel other than the written statements in this Agreement and that you have made your own decision to enter into this Agreement.

10. Assignment. Evergreen may assign or transfer its rights or obligations under this Agreement after first informing you in writing of such transfer or assignment. The terms of this Agreement will remain unchanged after such assignment. You will receive prior notification of any subsequent assignment. You may not assign or transfer your rights or obligations under this Agreement.

11. Choice of Law. This Agreement shall be construed in accordance with and be governed by the laws of the Commonwealth of Pennsylvania without regard to the conflicts of law provisions thereof.

12. No Warranties. Customer acknowledges and agrees that no warranty, duty or remedy, whether expressed, implied or statutory, is given or intended to arise out of this Agreement except as otherwise expressly stated herein, and Evergreen specifically disclaims all other warranties, expressed or implied including any warranty of merchantability or fitness for a particular purpose or use.

13. SEVERABILITY. Should any part of this Agreement be declared invalid for any reason, such decision shall not in any manner affect the validity of the remaining portions of this Agreement, which shall remain in full force and effect as if the part determined to be invalid had not been contained herein at the time of the execution of this Agreement.

14. FORCE MAJEURE. Evergreen will make commercially reasonable efforts to provide natural gas hereunder but does not

guarantee a continuous supply of natural gas to Customer. Certain causes and events out of the control of Evergreen ("Force Majeure Events") may result in interruptions in service. Evergreen will not be liable for any interruptions caused by a Force Majeure Event, and Evergreen is not, and shall not be, liable for damages caused by Force Majeure Events. Force Majeure Events shall include fire, flood, storm, terrorism, war, civil disturbance, acts of any governmental authority, accidents, strikes, labor disputes or problems, required maintenance work, inability to access the local distribution utility system, non-performance by the NGDC (including, but not limited to, a facility outage on its distribution system), or any other cause beyond Evergreen's control.

15. LIMITATION OF LIABILITY. In no event shall Evergreen or Customer be liable to the other or to any third party for any indirect, incidental, consequential, punitive, reliance or special damages, including without limitation, damages for lost profits, advantage, savings or revenues of any kind or increased cost of operations, whether or not Evergreen or Customer has been advised of the possibility of such damages. Evergreen's liability and Customer's exclusive remedies against Evergreen, for any damages caused by any service outage, defect or failure shall be the termination provisions set forth above in the Termination section above. Evergreen's liability for other claims arising in connection with any service or this Agreement, if not otherwise limited by another provision of this Agreement, shall be limited to proven direct damages not to exceed per claim (or in the aggregate during any 12-month period), the total net payments made by Customer for the applicable service during the 12 months preceding the month in which the damage occurred.

16. INDEMNIFICATION. Customer is responsible for, and will indemnify Evergreen against, any and all liabilities resulting from Customer's failure to fully comply with this Agreement, and damage or injury caused by the natural gas after its delivery to Customer's residence or place of business, as applicable.

17. CHANGE IN LAW. If at some future date there is a change in any law, rule, or regulation whereby Evergreen is prevented, prohibited or frustrated from carrying out the terms of the Agreement, then, at the sole discretion of Evergreen, this Agreement may be cancelled. If, at some future date, there is a change in a federal or state approved tariff affecting Evergreen's costs to purchase the natural gas required to provide your service, then, at the sole discretion of Evergreen, this Agreement may be modified to reflect those costs.

Contact Information:

Supplier: Evergreen Gas & Electric, LLC, 520 Broad Street, Newark, NJ 07102, 1.877.201.2234, www.evergreengande.com

Information about shopping for a natural gas supplier is available from:

Pennsylvania Public Utility Commission (PUC)
400 North Street, Harrisburg, PA 17120
1-800-692-7380
www.pagasswitch.com

Pennsylvania Office of Consumer Advocate
www.oqa.state.pa.us

CERTIFICATE OF SERVICE

On this the 7th day of April 2026 I certify that a true and correct copy of the foregoing application for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all **NON-CONFIDENTIAL** attachments have been served via US Mail 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
Transportation
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



Michael A. Guin

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