

# 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 Electricity Supply Services as a Supplier of Electricity  
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 Electricity Supply Services as a Supplier throughout the Commonwealth. Please note that Exhibit 6 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, along with the required bond. Copies of this Application have been served on all of the Electric 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 electricity or electric generation services as a Supplier of electricity to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

### 1. IDENTIFICATION AND CONTACT INFORMATION

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

**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](mailto: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, Esq.**  
**Stevens & Lee**  
**17 N. 2nd St., 16th Fl., Harrisburg, PA 17101**  
**717-255-7365**  
**[mag@stevenslee.com](mailto:mag@stevenslee.com)**

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- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS: (Required of ALL Applicants)** 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 Electric 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 EGSs.

**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](mailto:regulatory@genieretail.com)

**Jamie Cusimano, Compliance Manager**  
P.O. Box 400, Jamestown, NY 14702  
Tel: 973-438-7296 Fax: 888-859-9184  
Email: [regulatory@genieretail.com](mailto:regulatory@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)
- 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, Pres. 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 39<sup>th</sup> 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, A-2009-2119279**

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

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

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

#### **4. OPERATIONS**

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

Definitions

- Supplier – an entity that sells electricity to end-use customers utilizing the jurisdictional transmission and distribution facilities of an EDC.
- Aggregator - an entity that purchases electric energy and takes title to electric energy as an intermediary for sale to retail customers.
- Broker/Marketer - an entity that acts as an intermediary in the sale and purchase of electric energy but does not take title to electric energy.

- The Applicant is presently doing business in Pennsylvania as a

- municipal electric corporation
- electric cooperative
- local gas distribution company
- provider of electric generation, transmission or distribution services
- broker/marketer engaged in the business of supplying electricity services
- Other; Identify the nature of service being rendered.

**OR**

- x The Applicant is not presently doing business in Pennsylvania.**

b. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a (*may check multiple*):

- Supplier of electricity
- Aggregator engaged in the business of supplying electricity
- Broker/Marketer engaged in the business of supplying electricity services
  - Check here to verify that your organization will not be taking title to the electricity nor will you be making payments for customers.
- Electric Cooperative and supplier of electric power
- Other (Describe):

c. **PROPOSED SERVICES:** Describe in detail the electric services or the electric generation services which the Applicant proposes to offer.

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

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

- |  |  |
|--|--|
| <input type="checkbox"/> Citizens' Electric          | <input type="checkbox"/> PECO          |
| <input type="checkbox"/> Duquesne Light              | <input type="checkbox"/> Pike          |
| <input type="checkbox"/> FirstEnergy PA - Met-Ed     | <input type="checkbox"/> PPL           |
| <input type="checkbox"/> FirstEnergy PA - Penelec    | <input type="checkbox"/> UGI Utilities |
| <input type="checkbox"/> FirstEnergy PA - Penn Power | <input type="checkbox"/> Wellsboro     |
| <input type="checkbox"/> FirstEnergy PA - West Penn  |  |

x Entire Commonwealth of PA

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

- Residential Customers
- Small Commercial Customers - (25 kW and Under)
- Large Commercial Customers - (Over 25 kW)
- 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 Requirements Applicable to Mixed Meter Scenarios Secretarial Letter served March 25, 2011, 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.**

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## 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. However, 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, in the Commonwealth of Pennsylvania or any state, 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:** Provide a statement as to the resolution or present status of any proceedings or 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 proceedings and 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 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide proof of service of a signed and verified Application with attachments on the following:

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

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

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

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

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

- b. **EDCs:** Pursuant to Sections 1.57, 1.58, and 54.32(d) of the Commission's Regulations, 52 Pa. Code §§ 1.57, 1.58, and 54.32(d), provide Proof of Service of the Application and attachments upon each Electric Distribution Company the Applicant proposes 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 EDC is as follows.

<p><b>Citizens' Electric Company:</b>                  Citizens' Electric Company                  Attn: EGS Coordination                  1775 Industrial Boulevard                  Lewisburg, PA 17837</p>	<p><b>Duquesne Light Company:</b>                  Duquesne Light Company                  Regulatory Affairs                  411 Seventh Street, MD 16-4                  Pittsburgh, PA 15219</p>
<p><b>FirstEnergy Pennsylvania Electric Company:</b>                  FirstEnergy Pennsylvania Electric Company                  Legal Department                  341 White Pond Drive                  Akron, OH 44320</p>	<p><b>PECO:</b>                  PECO Energy Company                  Manager Energy Acquisition                  2301 Market Street                  Philadelphia, PA 19101-8699</p>
<p><b>Pike County Light &amp; Power Company:</b>                  Corning Natural Gas Holding Corporation                  Vice President – Energy Supply                  330 West William Street                  Corning, NY 14830</p>	<p><b>PPL:</b>                  PPL                  Office of General Counsel                  Attn: Kimberly A. Klock                  Two North Ninth Street (GENTW3)                  Allentown, PA 18101-1179</p>
<p><b>UGI:</b>                  UGI Utilities, Inc.                  Attn: Rates Dept. – Choice Coordinator                  1 UGI Drive                  Denver, PA 17517</p>	<p><b>Wellsboro Electric Company:</b>                  Wellsboro Electric Company                  Attn: EGS Coordination                  33 Austin Street                  P. O. Box 138                  Wellsboro, PA 16901</p>

## 7. FINANCIAL FITNESS

a. **FINANCIAL SECURITY:** In accordance with 66 Pa.C.S. § 2809(c)(1)(i) and 52 Pa. Code § 54.40(a), the Applicant is required to file a bond or other instrument to ensure its financial responsibilities and obligations as an EGS. Therefore, the Applicant is...

- Furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$250,000.
- Furnishing the **ORIGINAL** of another initial security for Commission approval, to ensure financial responsibility, such as a parental guarantee, in the amount of \$250,000.
- For Marketers and Brokers** - Filing for a modification to the \$250,000 requirement and furnishing the **ORIGINAL** of an initial bond, letter of credit or proof of bonding to the Commission in the amount of \$10,000. Applicant is required to provide information supporting an amount less than \$250,000. Such supporting information must include indication that the Applicant will not take title to electricity and will not pay electricity bills on behalf of its customers. Further details for modification may be described as well.

### **CRITICAL BONDING NOTES:**

Applicant is required to maintain a bond or other financial instrument the entire time it maintains an EGS license with the Commonwealth of Pennsylvania. If Applicant's security instrument is not continuous, Applicant **MUST** submit a Rider, Amendment, or Continuation Certificate annually based on the expiration date of its security instrument.

At least sixty days (60) prior to the security instrument's expiration date, EGS suppliers should email [pc-puc-tus-energy@pagov.onmicrosoft.com](mailto:pc-puc-tus-energy@pagov.onmicrosoft.com) or call (717)783-5242 to determine the appropriate bonding amount based on a percentage of suppliers gross receipts resulting from the sale of generated electricity consumed in Pennsylvania. Once the amount has been determined, suppliers should overnight the updated security instrument(s) at least thirty (30) days prior to the expiration date to ensure adequate time for staff review and approval of the security instrument(s).

Template versions of a continuous bond (preferred), fixed-term bond, continuous letter of credit, and parental guarantee are attached at Appendix E, F, G, & H, respectively. Applicant's security must follow language from these examples, and must include the unmodified language outlined in Appendix D. Any deviation from these examples must be identified in the application and may not be acceptable to the Commission.

**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 Retail Energy, Inc. which in turn is a wholly owned subsidiary of Genie Energy International Corporation ("GEIC"). GEIC is owned almost entirely (99.5%) by Genie Energy Ltd. ("Genie Energy"), a Delaware corporation 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 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 6.**

**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  
[accounting@genieretail.com](mailto:accounting@genieretail.com)  
(973) 438-3334  
(973) 438-1878 (fax)**

f. **TAXATION:** Complete the TAX CERTIFICATION STATEMENT attached as Appendix I 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 electric utilities 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 electricity industry.
- Summary and proof of licenses as a supplier of electric 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.
- Documentation of membership in PJM, ECAR, MAAC, other regional reliability councils, or any other membership or certification that is deemed appropriate to justify competency to operate as an EGS within the Commonwealth.
- Any other information appropriate to ensure the technical capabilities of the Applicant.

**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 purchasing, marketing and supplying 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 EGS – Applicant will contract with a PUC **LICENSED EGS** broker/marketer
- Affiliate – Applicant will use a **NON-EGS** affiliate marketing company and or individuals.
- External Third-Party – Applicant will contract with a **NON-EGS** third party marketing company and or individuals
- 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 understands the choice he/she is making to switch to an EGS. All conversations will be recorded and held for a period of two years or until the customer chooses another EGS, 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**

**See description of Officers' professional experience attached hereto as Exhibit 7.**

- f. **FERC FILING:** Applicant has:

- Filed an Application with the Federal Energy Regulatory Commission to be a Power Marketer.  
 Received approval from FERC to be a Power Marketer at Docket or Case Number **ER25-2770-000**.  
 Not applicable

## 9. DISCLOSURE STATEMENTS:

**Disclosure Statements:** If proposing to serve Residential and/or Small Commercial (under 25 kW) Customers, provide a Residential and/or Small Commercial disclosure statement. A sample disclosure statement is provided as Appendix J to this Application.

- Electricity 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.

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

See sample Disclosure Statement attached hereto as Exhibit 8.

## 10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

- a. **PJM LOAD SERVING ENTITY REQUIREMENT:** As a prospective EGS, the applicant understands that those EGSs which provide retail electric supply service (i.e. takes title to electricity) must provide either:

- proof of registration as a PJM Load Serving Entity (LSE), or
- proof of a contractual arrangement with a registered PJM LSE that facilitates the retail electricity services of the EGS.

The Applicant understands that compliance with this requirement must be filed within 120 days of the Applicant receiving a license. As well, the Applicant understands that compliance with this requirement may be filed with this instant application.

*(Select only one of the following)*

- X AGREED - Applicant has included compliance with this requirement in the instant application, labeled in correspondence with this section (10).
- AGREED - Applicant will provide compliance with this requirement within 120 days of receiving its license
- ACKNOWLEDGED - Applicant is not proposing to provide retail electric supply service at this time, and therefore is not presently obligated to provide such information

See proof of registration with PJM attached hereto as Exhibit 9.

- b. **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 § 54.43, as well as any future amendments.

✓ AGREED

- c. **REPORTING REQUIREMENTS:** Applicant agrees to provide the following information to the Commission or the Department of Revenue, as appropriate:

- Retail Electricity Choice Activity Reports: The regulations at 52 Pa. Code §§ 54.201--54.204 require that all active EGSs report sales activity information. An EGS will file an annual report

reporting for customer groups defined by annual usage. Reports must be filed using the appropriate report form that may be obtained from the PUC's Secretary's Bureau or the forms officer, or may be down-loaded from the PUC's internet web site.

- Reports of Gross Receipts: Applicant shall report its Pennsylvania intrastate gross receipts to the Commission on a quarterly and year to date basis no later than 30 days following the end of the quarter.
- The Treasurer or other appropriate officer of Applicant shall transmit to the Department of Revenue by March 15, an annual report, and under oath or affirmation, of the amount of gross receipts received by Applicant during the prior calendar year.
- Net Metering Reports: Applicant shall be responsible to report any Net Metering per the Standards on [http://www.puc.pa.gov/consumer\\_info/electricity/alternative\\_energy.aspx](http://www.puc.pa.gov/consumer_info/electricity/alternative_energy.aspx). Scroll down to the Net Metering Standards Section.
- Applicant shall report to the Commission the percentages of total electricity supplied by each fuel source on an annual basis per 52 Pa. Code § 54.39(b)(4).
- Applicant will be required to meet periodic reporting requirements as may be issued by the Commission to fulfill the Commission's duty under Chapter 28 of the Public Utility Code, 66 Pa.C.S. Chapt. 28, pertaining to reliability and to inform the Governor and Legislature of the progress of the transition to a fully competitive electric market.

✓      **AGREED**

- d. **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. § 2809(D) and 52 Pa. Code § 54.41(a). Transferee will be required to file the appropriate licensing application.

✓      **AGREED**

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

✓      **ACKNOWLEDGED**

- f. **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 § 54.34.

✓      **AGREED**

- g. **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.

✓ AGREED

- h. 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 § 54.34.

✓ AGREED

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

✓ AGREED

- j. Electronic Data Interchange:** The Applicant acknowledges the Electronic Data Interchange (EDI) requirements and the relevant contacts for each EDC, as listed at Appendix M.

✓ AGREED

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

✓ PAYMENT ENCLOSED

## 11. AFFIDAVITS

**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 reliability protocols of the North American Electric Reliability Council, the appropriate regional reliability council(s), and the Commission, and that you agree to comply with the operational requirements of the control area(s) within which you provide retail service. An example copy of this Affidavit can be found at Appendix B.

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## 12. NEWSPAPER PUBLICATIONS

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

**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 § 54.35.

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.

**13. CHECKLIST**

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

**Applicant: Evergreen Gas & Electric, LLC**

<b>Applicant's Use</b>	<b>Signature</b>	
	<b>Filing Fee (CERTIFIED CHECK OR MONEY ORDER ONLY)</b>	
	<b>Application Affidavit</b>	
	<b>Operations Affidavit</b>	
	<b>Bond, Letter of Credit, or Parental/Affiliate Guarantee</b>	
	<b>Tax Certification Statement</b>	
	<b>Commonwealth Department of State Verification</b>	
	<b>Certificate of Service</b>	

**PUC Secretary's Bureau Use**


The chart below dictates which newspapers are necessary for each EDC. For example, an applicant that wants to operate in FirstEnergy PA - Penn Power would need to run ads in both The Erie Times-News and the Pittsburgh Post-Gazette. 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
Citizens' Electric						X	
Duquesne				X			
FirstEnergy PA - Met Ed		X	X		X		
FirstEnergy PA - Penelec	X	X			X	X	X
FirstEnergy PA - Penn Power	X			X			
FirstEnergy PA -West Penn		X		X		X	X
PECO			X				
Pike					X		
PPL		X	X		X	X	
UGI					X		
Wellsboro						X	
Entire Commonwealth	X	X	X	X	X	X	X

(Newspaper Publication Templates are provided at Appendices K and L)

**13. SIGNATURE**

Applicant: Evergreen Gas & Electric, LLC  
 By:   
 Title: Pres. & COO

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Appendix A

APPLICATION AFFIDAVIT

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State of New Jersey

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County of Essex

ss. PA PUBLIC UTILITY COMMISSION  
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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 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 an electric generation supplier pursuant to 66 Pa.C.S. § 2809 (b) and 52 Pa. Code § 54.37.

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 25<sup>th</sup> day of March, 20 26.

  
\_\_\_\_\_  
Signature of official administering oath

My commission expires \_\_\_\_\_

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

Appendix B

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

That Evergreen Gas & Electric, LLC, the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render electric 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, certifies to the Commission that it is subject to , will pay, and in the past has paid, the full amount of taxes imposed by Articles II and XI of the Act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Code of 1971, 72 P.S. §§ 7101 et seq., and any tax imposed by Chapter 28 of Title 66. The Applicant acknowledges that failure to pay such taxes or otherwise comply with the taxation requirements of Chapter 28, shall be cause for the Commission to revoke the license of the Applicant. The Applicant acknowledges that it shall report to the Commission its jurisdictional Gross Receipts and power 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).

As provided by 66 Pa.C.S. § 2810 (C)(6)(iv), 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.

**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, § 2807(c), § 2807(d)(2), § 2809(b) and the standards and billing practices of 52 Pa. Code Chapter 56.

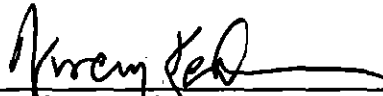
That the Applicant agrees to provide all consumer education materials and information in a timely manner as requested by the Bureau of Public Liaison or other Commission bureaus. Materials and information requested may be analyzed by the Commission to meet obligations under applicable sections of the 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 25<sup>th</sup> day of March, 20 26.



Signature of official administering oath

My commission expires \_\_\_\_\_

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

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**EXHIBIT 1**  
**Pennsylvania Foreign LLC**

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**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:

evergreen gas

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](#)

ania Government Website


**Business**

**UCC**

**Trademark**

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**EXHIBIT 2**  
**Registration Delaware LLC Registration and Amendments**  
**There to**

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# 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.

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5091884 8100

120020525

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://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.



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121360450

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://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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<b>Affiliate</b>	<b>Address</b>
Genie Energy Ltd.	520 Broad Street, Newark, NJ 07102
Genie Retail Energy, Inc.	520 Broad Street, Newark, NJ 07102
Argo Insurance Company, Inc.	520 Broad Street, Newark, NJ 07102
Citizens Choice Energy, LLC	520 Broad Street, Newark, NJ 07102
CityCom Health, LLC	520 Broad Street, Newark, NJ 07102
CityCom Insure, LLC	520 Broad Street, Newark, NJ 07102
CityCom Solar, LLC	520 Broad Street, Newark, NJ 07102
CPP Genie Community Solar, LLC	520 Broad Street, Newark, NJ 07102
Diversegy, LLC	520 Broad Street, Newark, NJ 07102
Genie ABA Holdings, LLC	520 Broad Street, Newark, NJ 07102
Genie Real Estate, LLC	520 Broad Street, Newark, NJ 07102
Genie Solar, Inc.	520 Broad Street, Newark, NJ 07102
IDT Energy, Inc.	520 Broad Street, Newark, NJ 07102
IntelliMark Services, LLC	520 Broad Street, Newark, NJ 07102
Mirabito Natural Gas, LLC	520 Broad Street, Newark, NJ 07102
Residents Energy, LLC	520 Broad Street, Newark, NJ 07102
Southern Federal Power, LLC	5858 Westheimer Rd., Houston, TX 77057
Town Square Energy, LLC	2200 E. Williams Field Rd., Gilbert, AZ 85295
Town Square Energy East, LLC	2200 E. Williams Field Rd., Gilbert, AZ 85295
Town Square Energy Georgia, LP	2200 E. Williams Field Rd., Gilbert, AZ 85295

**EXHIBIT 4**  
**List of Civil Proceedings**

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## Exhibit 4

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

1. Hermimia Bacz 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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## Exhibit 5

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

<b>Date Case Filed</b>	<b>Case Number</b>	<b>Agency</b>	<b>Complainant</b>	<b>Company</b>	<b>Status</b>
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 7**  
**Summary of Technical Fitness**

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## Exhibit 7

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.

Exhibit 7

**Avi Goldin, CFO**  
**[agoldin@genie.com](mailto: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 8**  
**Sample Disclosure Statements and Contract Summaries**

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**EVERGREEN GAS & ELECTRIC, LLC**

**520 BROAD STREET  
NEWARK, NEW JERSEY 07102  
1-877-201-2234**

**PENNSYLVANIA - FIXED RATE-ETF ELECTRIC CONTRACT SUMMARY v.06012026**

This document summarizes the key terms of your contract with Evergreen Gas & Electric, LLC ("Evergreen")  
<<Insert Customer Name, Address, City Zip Code>>

<b>Electric Generation Supplier Information</b>	Evergreen Gas & Electric, LLC, 520 Broad Street, Newark, NJ 07102 1-877-201-2234 <a href="http://www.evergreengande.com">www.evergreengande.com</a> You have chosen Evergreen as your electric generation supplier. Evergreen is not affiliated with your electric distribution company ("EDC"). Evergreen is responsible for the electric generation charges on your bill. These charges will appear on your EDC bill separate and apart from your EDC's distribution charges for delivering your electricity.			
<b>Price Structure</b>	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 EDC's rate.			
<b>Generation/Supply Price</b>	Your electricity supply rate during the Initial Term with Evergreen will be [ ] per kWh.			
<b>Generation/Supply Price at Various Usage Levels</b>	Usage	500 kWh	1,000 kWh	2,000 kWh
	Price per kWh			
<b>Statement Regarding Savings</b>	Evergreen's rate for electricity supply may be higher or lower than your EDC's rate, there is no guarantee of savings.			
<b>Deposit Requirements</b>	Evergreen does not require a deposit.			
<b>Incentives</b>				
<b>Contract Start Date</b>	Your Evergreen electric supply service will begin on the date set by your EDC.			
<b>Contract Duration/ Length</b>	The Initial Term of this Agreement is [ ] billing cycles.			
<b>Cancellation/Early Termination Fees</b>	If you terminate the Agreement prior to the end of the Initial Term, or Evergreen terminates the Agreement prior to the end of the Initial Term due to your breach, you shall pay to 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.			

<b>End of Contract</b>	You will receive an initial notice 45 to 60 days prior to the expiration of the Initial Term. You will then receive an options notice 30 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 may automatically rollover to another fixed term ("Renewal Term") or to month-to-month terms, as set forth in the notifications. You will not have to pay an early termination fee if you terminate the Agreement after Evergreen issues the options notice.
<b>Right of Rescission</b>	You will have 3 business days, following your receipt of the written Disclosure Statement, to rescind your enrollment with Evergreen. To rescind, contact Evergreen at 520 Broad St, Newark, New Jersey 07102, 1-877-201-2234, or <a href="mailto:contactus@evergreengande.com">contactus@evergreengande.com</a> .

## PENNSYLVANIA ELECTRIC DISCLOSURE STATEMENT – v.06012026

This is an agreement (“Agreement”) for electricity generation 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 (the “Commission”) to offer and supply electric generation services in Pennsylvania. Evergreen’s PUC license number is XXXXXXXX.

Your generation prices and charges will be set by Evergreen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC). It will contain the EDC’s charges and Evergreen’s charges. Your EDC 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 St, Newark, New Jersey 07102, by phone at 1-877-201-2234, or by email at [contactus@evergreengande.com](mailto:contactus@evergreengande.com).

### **DEFINITIONS**

Generation Charge - Charge for production of electricity. Transmission Charge - The costs for transporting electricity from the generation source to your EDC.

### **TERMS OF SERVICE**

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

**Fixed Rate Product:** You have chosen a Fixed Rate electric product. The rate for the electricity 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 Transmission Charges and estimated total state taxes, including the Gross Receipts Tax, 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.

**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 EDC, 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.

In the event such notice is given, the EDC 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.

**Renewable Energy Option:** "Renewable" energy refers to energy that is generated from renewable resources, such as solar, wind, water or biomass. If you have chosen to participate in Evergreen's Renewable Energy Option, Evergreen will ensure that 100% of the customer's electricity usage is matched with renewable energy certificates or renewable energy attributes. Evergreen shall have up to 24 months from the end of each calendar year to address any deficiency that may have arisen in the renewable content of electricity sold under this Agreement during such calendar year.

**4. Late Payment and Early Termination Fees.** All regular payments are to be made to your EDC. Any unpaid amounts may be subject to late payment charges in accordance with your EDC's tariff.

**Fixed Rate Product:** For the Fixed Rate product (unless your Contract Summary indicates that this provision is waived), if you terminate the Agreement prior to the end of the Initial Term, or 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. (You will not have to pay an early termination fee if you terminate this Agreement after the issuance of the second of the two contract expiration notices described in the **Renewal Provisions/Agreement Expiration/Change in Terms** section below.)

**5. Cancellation Provisions.** Customer may terminate this Agreement by contacting Evergreen or the EDC. 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 electricity service is terminated by your EDC, then this Agreement will be cancelled on the date that your electricity service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service 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 that will be ending, or whenever Evergreen wants to change the contract, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options. If you do not respond to the notices, 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 notices.

**7. Dispute Procedures.** Contact Evergreen with any questions concerning the terms of service at 1-877-887-6866. If you are not satisfied after discussing your terms of service with Evergreen you may call or write to the **Public Utility Commission (PUC), 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 PITCH 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. 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 electricity hereunder but does not guarantee a continuous supply of electricity 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 EDC (including, but not limited to, a facility outage on its electric facilities), 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 electricity 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 electricity required to provide your service, then, at the sole discretion of Evergreen, this Agreement may be modified to reflect those costs.

**18. CONSENT FOR RELEASE OF INFORMATION.** Evergreen may obtain Customer's historic and current billing and usage information from the EDC, and this information may be used by Evergreen to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer hereby consents to the EDC's release of this information to Evergreen. This consent will remain in effect for the duration of this Agreement, including the Initial Term and any Renewal Terms thereof. Evergreen will maintain the confidentiality of Customer's personal information including Customer's name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and federal and State laws.

**19. NET METERING.** If Customer currently has installed, or plans to install during the term of this Agreement, solar, wind, or other renewable electrical generating facilities to supply all or part of Customer's electricity usage; and such generating facility is, or will be, net-metered by the EDC, Customer must notify Evergreen of same. Evergreen will then determine whether Customer is eligible to enroll with Evergreen and/or to continue to be served by Evergreen. Evergreen reserves the right to terminate this Agreement in its sole discretion if Customer installs generating facilities to supply all or part of Customer's electricity usage. If Evergreen elects to serve a net-metered customer, Evergreen will credit the customer up to the total amount of the electricity that customer receives from Evergreen during an applicable period as required by applicable regulations, but will not compensate net-metering customers for any excess generation.

**Contact Information:**

**Supplier:** Evergreen Gas & Electric, LLC  
PUC License No: XXXXXXXX  
520 Broad Street  
Newark, New Jersey 07102  
1-877-201-2234  
[www.evergreengande.com](http://www.evergreengande.com)

**Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, 800-692-7380, [www.puc.pa.gov](http://www.puc.pa.gov)**

Information about shopping for an electric supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com), by calling the Commission at (800) 692-7380 and the Office of the Consumer Advocate at (800) 684-6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).



**EVERGREEN GAS & ELECTRIC, LLC**

**520 BROAD STREET  
NEWARK, NEW JERSEY 07102  
1-877-201-2234**

**PENNSYLVANIA - VARIABLE RATE ELECTRIC CONTRACT SUMMARY v.06012026**

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

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

<b>Electric Generation Supplier Information</b>	<p>Evergreen Gas &amp; Electric, LLC, 520 Broad Street, Newark, NJ 07102 1-877-201-2234 <a href="http://www.evergreengande.com">www.evergreengande.com</a></p> <p>You have chosen Evergreen as your electric generation supplier. Evergreen is not affiliated with your electric distribution company ("EDC"). Evergreen is responsible for the electric generation charges on your bill. These charges will appear on your EDC bill separate and apart from your EDC's distribution charges for delivering your electricity.</p>			
<b>Price Structure</b>	<p>Variable Rate. The rate for the electricity supplied by IDT Energy will be a variable rate that will vary based on numerous factors including, but not limited to, the cost of obtaining electricity from PJM Interconnection and all other sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss costs, costs to comply with any applicable Renewable Portfolio Standards, IDT Energy's expenses and margins, and all applicable taxes, fees, or assessments. You will receive notice of a <i>variable rate change when you receive the bill with that rate.</i> <b>This is not a fixed rate contract. Variable means the price may go up or down. The price you pay under this variable rate contract can change every billing cycle and there is no limit on how much the price may change from one billing cycle to the next.</b></p>			
<b>Generation/Supply Price</b>	<p>Your electricity supply rate for your first billing cycle with Evergreen is &lt;&lt;Rate&gt;&gt; per kWh. Thereafter, your rate will vary based on the factors described above.</p>			
<b>Generation/Supply Price at Various Usage Levels</b>	Usage	500 kWh	1,000 kWh	2,000 kWh
	Price per kWh			
<b>Statement Regarding Savings</b>	<p>Evergreen's rate for electricity supply may be higher or lower than your EDC's rate, there is no guarantee of savings.</p>			
<b>Deposit Requirements</b>	<p>Evergreen does not require a deposit.</p>			
<b>Incentives</b>				
<b>Contract Start Date</b>	<p>Your Evergreen electric supply service will begin on the date set by your EDC.</p>			

<b>Contract Duration/ Length</b>	This Agreement shall continue until either Evergreen or Customer provides notice of termination to the other and the EDC completes the termination in accordance with its rules.
<b>Cancellation/Early Termination Fees</b>	You may cancel your Evergreen electricity supply service at any time, without cancellation fees.
<b>End of Contract</b>	This Agreement shall continue until either Evergreen or Customer provides notice of termination to the other, and the EDC completes the termination in accordance with its rules.
<b>Right of Rescission</b>	You will have 3 business days, following your receipt of the written Disclosure Statement, to rescind your enrollment with Evergreen. To rescind, contact Evergreen at 520 Broad St, Newark, New Jersey 07102, 1-877-201-2234, or <a href="mailto:contactus@evergreengande.com">contactus@evergreengande.com</a> .

## PENNSYLVANIA ELECTRIC DISCLOSURE STATEMENT – v.06012026

This is an agreement (“Agreement”) for electricity generation 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 (the “Commission”) to offer and supply electric generation services in Pennsylvania. Evergreen’s PUC license number is XXXXXXXX.

Your generation prices and charges will be set by Evergreen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services.

You will continue to receive your bill from your Electric Distribution Company (EDC). It will contain the EDC’s charges and Evergreen’s charges. Your EDC 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 St, Newark, New Jersey 07102, by phone at 1-877-201-2234, or by email at [contactus@evergreengande.com](mailto:contactus@evergreengande.com).

### **DEFINITIONS**

**Generation Charge** - Charge for production of electricity. **Transmission Charge** - The costs for transporting electricity from the generation source to your EDC.

### **TERMS OF SERVICE**

**1. Price.** For each billing cycle, the price for the electricity supplied pursuant to this Agreement will be calculated by multiplying (i) the variable rate for the electricity, by (ii) the amount of electricity consumed, as determined by the EDC’s actual or estimated meter reads. Evergreen’s rate for electricity supply does not include the EDC’s charges and fees for delivering the electricity.

The rate for the electricity supplied pursuant to this Agreement during the first monthly billing cycle will be the rate set forth on the Contract Summary. Thereafter, the rate will vary based on numerous factors including, but not limited to, the cost of obtaining electricity from PJM Interconnection and all other sources, capacity costs, settlement costs, costs of ancillary services, hedging costs, balancing costs, line loss costs, costs to comply with any applicable Renewable Portfolio Standards, Evergreen’s expenses and margins, and all applicable taxes, fees, or assessments. This rate includes Transmission Charges and estimated total state taxes, including the Gross Receipts Tax, but excludes applicable state and local Sales Tax. **The rate may be higher or lower than the EDC’s default supply rate in any particular billing cycle. This is not a fixed rate contract. Variable means the rate can go up or down. The price you pay under this variable rate contract can change each billing cycle and there is no limit on how much the price may change from one billing cycle to the next.** You will not receive notice of a variable rate change until you receive the bill with that rate. More information about this variable rate product, including what the average rate has been for the past 24 months, can be found at [www.evergreengande.com](http://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 EDC, and it shall continue until either Evergreen or Customer provides 15 days’ notice of termination to the other. Customer may terminate the 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](mailto:contactus@evergreengande.com).

In the event such notice is given, the EDC 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.

**Renewable Energy Option:** "Renewable" energy refers to energy that is generated from renewable resources, such as solar, wind, water or biomass. If you have chosen to participate in Evergreen's Renewable Energy Option, Evergreen will ensure that 100% of the customer's electricity usage is matched with renewable energy certificates or renewable energy attributes. Evergreen shall have up to 24 months from the end of each calendar year to address any deficiency that may have arisen in the renewable content of electricity sold under this Agreement during such calendar year. If you have chosen a Variable Rate product and the Renewable Energy Option, your rate for the electricity supplied will be Evergreen's standard Variable Rate plus an "adder" of up to 3 cents per kWh for the Renewable Energy Option. If you wish to remove the Renewable Energy Option from your account, please contact Evergreen Customer Service at 1-877-201-2234.

**4. Late Payment and Early Termination Fees.** All regular payments are to be made to your EDC. Any unpaid amounts may be subject to late payment charges in accordance with your EDC's tariff.

**You may cancel this contract at any time without an early termination fee. All cancellations will be handled promptly, but it may take several days to switch suppliers.**

**5. Cancellation Provisions.** Customer may terminate this Agreement by contacting Evergreen or the EDC. 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 electricity service is terminated by your EDC, then this Agreement will be cancelled on the date that your electricity service is terminated. You will owe us for amounts unpaid for our charges for electricity generation service up to the date of termination. **Customer Move** – If Customer moves from the address listed above, this Agreement is cancelled.

**6. Change in Terms.** If Evergreen wants to change the contract, you will receive two separate notices before the changes happen. You will receive the first notice 45-60 days before, and the second notice 30 days before the expiration date or the date the change becomes effective. These notices will explain your options.

**7. Dispute Procedures.** Contact Evergreen with any questions concerning the terms of service at 1-877-887-6866. If you are not satisfied after discussing your terms of service with Evergreen you may call or write to the **Public Utility Commission (PUC), 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 PITCH 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. 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 electricity hereunder but does not guarantee a continuous supply of electricity 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 EDC (including, but not limited to, a facility outage on its electric facilities), 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 electricity 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 electricity required to provide your service, then, at the sole discretion of Evergreen, this Agreement may be modified to reflect those costs.

**18. CONSENT FOR RELEASE OF INFORMATION.** Evergreen may obtain Customer's historic and current

billing and usage information from the EDC, and this information may be used by Evergreen to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer hereby consents to the EDC's release of this information to Evergreen. This consent will remain in effect for the duration of this Agreement, including the Initial Term and any Renewal Terms thereof. Evergreen will maintain the confidentiality of Customer's personal information including Customer's name, address, telephone number, electric usage and historic payment information, as required by applicable Commission regulations and federal and State laws.

**19. NET METERING.** If Customer currently has installed, or plans to install during the term of this Agreement, solar, wind, or other renewable electrical generating facilities to supply all or part of Customer's electricity usage, and such generating facility is, or will be, net-metered by the EDC, Customer must notify Evergreen of same. Evergreen will then determine whether Customer is eligible to enroll with Evergreen and/or to continue to be served by Evergreen. Evergreen reserves the right to terminate this Agreement in its sole discretion if Customer installs generating facilities to supply all or part of Customer's electricity usage. If Evergreen elects to serve a net-metered customer, Evergreen will credit the customer up to the total amount of the electricity that customer receives from Evergreen during an applicable period as required by applicable regulations, but will not compensate net-metering customers for any excess generation.

**Contact Information:**

**Supplier:** Evergreen Gas & Electric, LLC  
PUC License No: XXXXXXX  
520 Broad Street  
Newark, New Jersey 07102  
1-877-201-2234  
[www.evergreengande.com](http://www.evergreengande.com)

**Public Utility Commission, PO Box 3265, Harrisburg, PA 17105-3265, 800-692-7380, [www.puc.pa.gov](http://www.puc.pa.gov)**

Information about shopping for an electric supplier is available at [www.PaPowerSwitch.com](http://www.PaPowerSwitch.com), by calling the Commission at (800) 692-7380 and the Office of the Consumer Advocate at (800) 684-6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**EXHIBIT 9**  
**Proof of PJM Membership**

**RECEIVED**

APR - 1 2026

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



## Member List

To view all affiliate member relationships for a voting or pending member, filter by Voting Member.

PJM Membership as of March 31, 2026

Voting Members	507
Ex Officio Voting Members	15
Affiliate Members	533
Associate Members	66
Special Members	2
<b>Total</b>	<b>1,123</b>

[Reset](#)

Current Members		Pending Members	
Company	Voting Member	Sector	Member Type
<input type="text" value="evergreen"/>	<input type="text" value="Search"/>	<input type="text" value="All"/>	<input type="text" value="All"/>
Evergreen Gas & Electric, LLC	IDT Energy, Inc.	Other Supplier	Affiliate Member

**Total: 1**

## CERTIFICATE OF SERVICE

On this the 1<sup>st</sup> day of April , 2026 I certify that a true and correct copy of the foregoing application for licensing within the Commonwealth of Pennsylvania as an Electric Generation Supplier and all NON-CONFIDENTIAL attachments have been served via US Mail upon the following:

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

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

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

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

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

Citizens' Electric Company  
Attn: EGS Coordination  
1775 Industrial Boulevard  
Lewisburg, PA 17837

Duquesne Light Company  
Regulatory Affairs  
411 Seventh Street, MD 16-4  
Pittsburgh, PA 15219

FirstEnergy Pennsylvania Electric Company  
Legal Department  
341 White Pond Drive  
Akron, OH 44320

PECO Energy Company  
Manager Energy Acquisition  
2301 Market Street  
Philadelphia, PA 19101-8699

Pike County Light & Power Company  
C/O Corning Natural Gas Holding Corporation  
Vice President – Energy Supply  
330 West William Street  
Corning, NY 14830

PPL  
Office of General Counsel  
Attn: Kimberly A. Klock  
Two North Ninth Street (GENTW3)  
Allentown, PA 18101-1179

UGI Utilities, Inc.  
Attn: Rates Dept. – Choice Coordinator  
1 UGI Drive  
Denver, PA 17517

Wellsboro Electric Company  
Attn: EGS Coordination  
33 Austin Street  
P. O. Box 138  
Wellsboro, PA 16901



RCVD PUC SEC BUR  
APR 1 2026 AM 10:46

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Michael A. Gruin