



## Notice of Price, Terms, and Conditions of Service

Public Utilities Code Section 986 requires that each registered Core Transport Agent (CTA) offering natural gas (gas) service to residential and small commercial customers provide the potential customer with this written notice prior to the commencement of service. This written notice describes the price, terms and conditions of service that will apply to you, if you decide to purchase gas from us.

**Mirabito Natural Gas, LLC d/b/a Evergreen Gas & Electric**, is a registered CTA with the California Public Utilities Commission. Our CTA registration number is CTA0045. Our address is 520 Broad Street, Newark, New Jersey 07102. Our telephone number is 833-547-1563.

### Summary

This notice contains important information regarding the price, terms, and conditions of service with our company. This summary describes some of the more important points covered in this notice. You should, however, read the entire notice so that you understand all of the price, terms, and conditions which apply to you.

You will pay a flat fee of \$29.99 per month for your gas supply. This will cover up to 60 therms of gas. If you use more than 60 therms, you will pay \$0.49 per therm for the additional therms. You will also pay an administration fee of \$9.99 per month.

Your estimated total price of gas is provided later in this Notice. Note that this price is an estimated price, and may vary depending on your contract. This total price of gas includes the price of gas (flat fee plus additional cost for monthly usage over 60 therms plus administration fee), the estimated price to transport the gas to your home or business, and all other estimated charges for the gas provided.

If you choose our company to be your CTA, you agree to let us be your gas provider for a period of 24 months (the "Initial Term"). Should you decide to terminate this arrangement earlier, or should we terminate for nonpayment, you will have to pay an early termination fee of \$150.00.

Upon the expiration of the Initial Term, your gas supply service with us will continue on a month-to-month basis with a variable rate that fluctuates at our discretion, unless we choose to renew your contract with another fixed term. If we decide to renew your contract with another fixed term (a "Renewal Term"), we will send you a notice that will tell you the length of the Renewal Term and the price that will apply during the Renewal Term. Your contract will then automatically renew for the Renewal Term described in the notice, at the price described in the notice, unless, at least 5 days prior to the expiration of the Initial Term, you request that we cancel your service or you enter into a new contract with us. Subsequent Renewal Terms can be implemented in the same manner.

If you are a residential customer, you have the right to cancel this contract for gas service until midnight of the thirtieth day after the date of the first bill for CTA service has been issued to you the customer.

If you are a core commercial gas customer, you have the right to cancel the contract until midnight of the third business day after the day on which you the customer signs an agreement or offer to purchase from us, the CTA.

## **Your Right to Choose**

You have the right to choose who you want to purchase your gas from. If you select a CTA to supply you with gas, your existing gas utility will still be responsible for ensuring that the gas is transported to your residence or business.

If you choose our company to be your CTA, we do not offer a low-income assistance program that provides a discount on your gas bill.

If you qualify, you may be eligible for low-income assistance for the gas transport service provided by your existing gas utility. You should contact the gas utility to see if you are eligible for such assistance, and then apply with the gas utility if you are eligible for such assistance.

In selecting a CTA, you should be aware that the CTA will require you to enter into a contract for a fixed period of time, rather than on a month-to-month basis. If you enter into a contract for a fixed period of time, and you decide to switch your gas provider before the contract term is up, you may be obligated to pay certain fees or penalties for early termination of the contract. Our early termination fees and penalties are explained below in the Terms and Conditions of Service.

Should any CTA refuse to provide you with gas service, you have the right to request, within thirty days from the date service was denied, that the CTA send you a written explanation of why the CTA denied you service.

## **Verification That You Want a New Provider of Gas**

If you decide to purchase your gas from someone other than your current provider of gas, the law requires the new CTA or the gas utility to verify that you agree to the change in your provider. This verification can take place in several ways.

If you are a residential customer and you are contacted by a CTA, and you agree to switch to the CTA as your new gas provider, the CTA is required to connect you to a "third-party verification company," or to have the third-party verification company call you, to confirm that you agree to switch to the new CTA. The third-party verification company may ask you for certain identifying information such as your name, your address, your current gas provider and account number, and whether you agree to the switch to the new CTA that you have selected. You should be careful not to disclose any more information than necessary to confirm the switch. The third-party verification company can use the information that you provide only to confirm that you agree to the switch in provider. An unauthorized release of the information you supplied to the third-party verification company is grounds for a civil lawsuit. You may also ask the third-party verification company for a copy of the record that confirms you have agreed to switch to the new provider of your choice.

If you are a residential customer and you directly call the CTA that you want to switch to, your new gas provider is not required to use the third-party verification process described above. Instead, your contact with the new provider is sufficient to confirm that you agree to switch to the CTA you called.

If you are a small commercial customer, the CTA must confirm your agreement to switch to the new provider in one of four ways. First, the new CTA can use the third-party verification process described above. The second method is for the new CTA to mail you an information package regarding your agreement to switch, and you return the written confirmation to switch. The third



method is that the new CTA may have you sign a document which explains to you the effect of the change to a new CTA. And the fourth method is for the new CTA to obtain your consent through electronic means, such as e-mail or a facsimile authorization consenting to the switch to the new CTA.

### Your Total Price of Gas

The total price of gas delivered to your home or business will consist of:

1. Our flat fee of \$29.99 per monthly billing cycle for the first 60 therms of gas supplied, and \$0.49 per therm for each additional therm supplied.
2. Our administration fee of \$9.99 per month.
3. Charges for services provided by the gas utility to transport the gas to your home or business. These charges, for **residential** customers, are currently as follows:

Baseline Transportation Costs	\$2.11999 per therm
Excess Transportation Costs	\$2.63697 per therm
Public Purpose Program Surcharge	\$0.14324 per therm
Franchise Fee Surcharge	\$0.00207 per therm

4. Depending on the location of your home or business, you may have to pay a Utility Users Tax (UUT) the amount of which will vary by location. For purposes of this estimate we will assume a UUT of 5%.

Please note that utility rates and charges are determined by the California Public Utilities Commission (CPUC) and may be subject to change.

You may also have to pay your utility for certain non-recurring charges regulated by the CPUC. See your utility bill or contact your utility company to determine the amount and nature of each of those charges.

The following table provides you with an estimate of your monthly gas bill based on the total price of gas delivered to your home or business and estimated monthly usage, plus the monthly administration fee.

For purposes of this estimate we will assume that your Baseline Quantity is 20 Therms per month. Note, however, that your actual Baseline Quantity will depend on your location and the season in which you used the gas. You may contact your gas utility for more information.

Monthly Usage (in therms)	Estimated Monthly Bill
10	\$65.76
25	\$104.16
50	\$177.19
75	\$257.94
100	\$343.84
150	\$515.64



200	\$687.43
250	\$859.23
275	\$945.12
300	\$1031.02
400	\$1374.61
500	\$1718.20
600	\$2061.79
700	\$2405.38
800	\$2748.97
900	\$3092.56
1000	\$3463.15

### **Description of Terms and Conditions of Service**

The gas utility will perform the metering and billing for the customers.

If you terminate your agreement with us prior to the expiration of the Initial Term or any Renewal Term, or if we terminate the agreement due to nonpayment, you will pay an Early Termination Fee of \$150.

If an advance deposit is required, Public Utilities Code Section 985(g) provides that the deposit amount cannot be more than your estimated bill for a three-month period.

Although you, the customer, will be purchasing gas from us, we will arrange to have the gas utility send you a single bill for the gas utility's charges and for our charges. Should you owe any past due amounts on your bill, the gas utility is responsible for collecting any past due amount from you. If you fail to pay any past due amount owed to the gas utility, the gas utility may then disconnect your service. If you fail to pay any past due amount owed to us, we may transfer your gas service back to the gas utility, who may then disconnect your gas service if you fail to pay the gas utility's charges. If your gas service is disconnected, you may be obligated to pay a disconnect fee to the gas utility. In order to reestablish gas service, you may have to pay a reconnection fee to the gas utility.

### **Complaint Procedures**

Different complaint procedures apply depending upon whom you have a dispute with.

If you have a billing-related dispute concerning the gas utility's charges, or a dispute regarding the manner in which the gas is distributed to your residence, an informal complaint may be submitted to the California Public Utilities Commission (CPUC) for an attempt at resolving the matter. If the matter is not resolved, you may file a formal complaint with the CPUC if you meet the conditions set forth in Article 4 of the CPUC's Rules of Practice and Procedure.

If you have a billing-related or service-related dispute with us, the CTA, you may complain to the CPUC. The CPUC shall first attempt to informally resolve your complaint through the informal complaint process. If the matter cannot be resolved satisfactorily, you may file a formal complaint against us with the CPUC or file a complaint against us in civil court.

If you file or submit a complaint with the CPUC against a gas utility or a CTA, your gas service cannot be disconnected if you deposit the disputed amount with the CPUC in an escrow account.



If you have any questions regarding the CPUC complaint procedures, you may contact the Consumer Affairs Branch (CAB) or the Public Advisor's Office of the CPUC. The CAB may be reached at 1-800 649-7570, and the Public Advisor's Office may be reached at 1-866-849-8390.

### **Notice of Your Right to Cancel**

You have the right to cancel your contract for gas service that you have entered into with us.

For a residential gas customer, you have the right to cancel the contract until midnight of the thirtieth day after the date of the first bill for CTA service has been issued to you the customer.

For a core commercial gas customer, you have the right to cancel the contract until midnight of the third business day after the day on which you the customer signs an agreement or offer to purchase from us, the CTA.

Core commercial gas customers can also waive their right to cancel under Public Utilities Code §989.1(a) by signing a separate written waiver of your right to cancel and returning that waiver to the CTA. This separate written waiver must be presented to you at the time you sign the agreement or offer to purchase from us, the CTA.

To cancel the CTA contract with us, you may send us, at the address listed on page 1 of this notice, written notice of your cancellation within the time period specified above. You may also exercise your right to cancel by contacting us at the telephone number listed on page 1 of this notice, and informing us that you want to cancel the CTA contract with us. No fee or penalty may be imposed against you for exercising your right to cancel within the applicable time periods.

### **Your Rights If You Are Denied Service by the CTA**

If you are offered gas service by us, the CTA, and we decline to provide the service to you, you have the right to request that we provide you with a written reason as to why we declined to provide you with service. Your request for the written reason must be made within 35 days from the date that we declined to provide service to you. We then have 30 days from your request to provide you with the written reason as to why we declined to provide service to you.

If you disagree with the written reason as to why we declined to provide service to you, you may submit an informal complaint to the CPUC to see if the CPUC can informally resolve this issue.