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May 20, 2020

VIA E-FILING

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

RE: Application of Energy Harbor LLC for approval of a license to offer, render, furnish, or supply natural gas services to the public in the Commonwealth of Pennsylvania as a Natural Gas Service Supplier. Docket No. A-2020-3019389

Dear Secretary Chiavetta:

Enclosed for filing is an updated Disclosure Statement, which has been revised as of May 19, 2020 to reflect suggested edits made by Commission Staff. This document should replace the document marked as "Attachment 9" that was included in Energy Harbor's original application filing made via E-filing on March 31, 2020.

Should you or the Staff have any questions or require any additional information related to the enclosed document, please contact me as indicated above.

Respectfully submitted,



Kathy J. Kolich
PA Attorney No. 92203

cc: AFalcone (via email)

Attachment 9: Energy Harbor Disclosure Statement Template (Revised May 19, 2020)

Natural Gas - Residential and Small Business Customer Disclosure Statement Summary – Fixed Price	
Natural Gas Supplier ("NGS") Information	Energy Harbor LLC - 341 White Pond Dr. B3, Akron, OH 44320
	1-888-254-6359 (8:00 AM – 5:00 PM EST), excluding holidays and weekends
	PA License No. [REDACTED]
	www.energyharbor.com
	As the NGS, Energy Harbor is responsible for the gas commodity /supply charges.
Natural Gas Price Structure	Fixed Price.
Natural Gas Supply Price	X.XX ¢/CCF
Statement Regarding Savings	During the period your Agreement is in effect, the above price may be higher or lower than the NGDC's price, which changes over time based upon your NGDC's procurement structure. Therefore, SAVINGS ARE NOT GUARANTEED.
Deposit Requirements	None
Incentives	There are no offers currently available.
Contract Start Date	Energy Harbor will begin supplying gas to your account beginning on a date set by your NGDC after the NGDC processes your enrollment, which may take up to two billing cycles.
Contract Duration/ Length	[REDACTED] months
Cancellation / Early Termination Fees ("ETF")	If you are a new or returning customer, you have the right to rescind this Agreement within three (3) business days after receipt of the attached disclosure statement by contacting Energy Harbor at the telephone number listed above. You will not be charged an ETF if cancelled during this rescission period, or within thirty days prior to the expiration of your Agreement or the date on which a material change in the terms and conditions becomes effective. In all other situations Energy Harbor may charge you an ETF of \$ [REDACTED] if the Agreement is cancelled or terminated for cause prior to its expiration.
End of Contract	If you have a fixed duration Agreement approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance, and the second, 45 days in advance of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. If you fail to respond to these notices, your contract will automatically renew as described in the notices that you receive.

DISCLOSURE STATEMENT

Purchase of Natural Gas Supply Service - ENERGY HARBOR LLC ("Energy Harbor") agrees to sell, and you agree to buy, your full requirements for natural gas supply service for your home or business at the price and on the terms and conditions specified in this Disclosure Statement ("Agreement"). Price and other terms of this Agreement are subject to change as provided below. Energy Harbor reserves the right to revoke its natural gas offer for any reason at any time prior to your acceptance of this Agreement. Throughout this Agreement, the words "you" and "your" refer to the customer who has entered into this Agreement. The words "we", "us" and "our" refer to Energy Harbor.

Energy Harbor (License No. _____) is an independent seller of natural gas supply service licensed by the Pennsylvania Public Utility Commission ("PPUC") and is not representing or acting on behalf of your local natural gas distribution company ("NGDC"), any governmental bodies, or consumer groups. You will receive written notification from the NGDC confirming a pending switch of your natural gas supply service to Energy Harbor. Commodity prices and charges are set by Energy Harbor. The PPUC regulates distribution or delivery prices and services. You will receive a single bill that will contain NGDC charges and Energy Harbor charges.

Eligibility - Only residential customer accounts or Small Business Customers (as defined below) are eligible to enroll in this offer from Energy Harbor. Customers who participate in energy assistance or low-income rate programs, or are served by a natural gas cooperative or municipally owned utility are not eligible for this offer. Supplying you under this Agreement is conditioned on the NGDC accepting our enrollment of your account and your continued eligibility for consolidated billing by the NGDC. If you are not eligible for consolidated billing, you need to remedy that restriction with the NGDC before we can serve you.

Right of Rescission - You may cancel this Agreement without any fees or charges at any time before midnight of the third Business Day after receiving this Disclosure Statement ("Rescission Period") by contacting Energy Harbor at 1-888-254-6359.

Term - You will buy your natural gas commodity service for the length of time indicated on your Disclosure Statement Summary (the "Initial Term") beginning on a date set by your NGDC after the NGDC processes your enrollment. Your switch to Energy Harbor as your natural gas supplier may take up to two (2) billing cycles to take effect. This Agreement will automatically renew if not cancelled consistent with the terms and conditions set forth in the "Agreement Expiration / Change in Terms" Section below.

Definitions - Business Days – 8:00 AM – 5:00 PM (EST) Monday through Friday, excluding holidays. Centum Cubic Feet (Ccf) - A standard measure of gas usage, equaling 100 cubic feet of gas. Commodity Charges - The charges for basic gas supply service which is sold either by volume (Ccf or Mcf) or heating value (Dekatherms). Distribution Charges - The charges for the delivery of natural gas from the point of receipt into the NGDC's system. Mcf –An abbreviation denoting 1,000 cubic feet of gas. This is a measure of gas usage. Natural Gas Distribution Company (NGDC) - A state regulated natural gas utility that owns the gas lines and equipment necessary to deliver natural gas to the consumer (Formerly called local distribution company). NGS - Natural Gas Supplier - An entity that sells or arranges to sell natural gas to customers that is delivered through the distribution lines of an NGDC. Non-basic Services - Optional services which are separate and not required for the physical delivery of natural gas service. Small Business Customer - business entities that receives natural gas service under a small commercial, small industrial or small business rate classification, and whose aggregate maximum registered annual consumption with the NGDC was less than 300 Mcfs, or equivalent, over the last 12 months.

Pricing and Bill Calculation - You will pay the amount per CCF indicated on your Disclosure Statement Summary for the commodity of natural gas and this rate will not change during the Initial Term except as set forth in "Change in Pricing and Other Terms" below and you agree to such a change. This price includes natural gas commodity charges and related transportation costs to the Delivery Point as defined in the "Delivery and Taxes" Section below. The price does not include applicable state and local sales tax. The total amount that is due to Energy Harbor will be calculated by multiplying your fixed price by your natural gas usage as measured by the NGDC meter during the applicable billing period. You agree to accept the measurements as determined by the NGDC for purposes of accounting for the amount of natural gas supply services provided by us under this Agreement. If the NGDC is unable to read your meter, the NGDC will estimate your usage and your charges will be calculated accordingly and adjusted on a future bill.

Price to Compare - The NGDC's current price to compare may change from time to time. Energy Harbor cannot guarantee savings over the NGDC's rates for the entire period this Agreement is in effect. Any potential savings are limited to a comparison against the NGDC's price to compare applicable at the time you enter into this Agreement.

Agreement Expiration / Change in Terms - Unless cancelled earlier as provided in the "Cancellation Provisions" section, if you have a fixed duration Agreement approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate written notifications, the first approximately 60 to 75 days in advance, and the second, 45 days in

advance ("Final Notice Period") of either the expiration date or the effective date of the proposed changes. These notifications will explain your options going forward. UNLESS OTHERWISE PROPERLY CANCELLED, THIS AGREEMENT WILL AUTOMATICALLY RENEW AS DESCRIBED IN THE NOTICES THAT YOU RECEIVE. IN ORDER TO PROPERLY CANCEL BEFORE AN AUTOMATIC RENEWAL, PLEASE REFER TO THE INSTRUCTIONS IN THE NOTICES THAT YOU RECEIVE.

Start of Service - THE PURPOSE OF THIS DOCUMENT IS TO AUTHORIZE ENERGY HARBOR TO CHANGE YOUR NATURAL GAS SUPPLIER. BY ENTERING INTO THIS AGREEMENT, YOU AUTHORIZE ENERGY HARBOR TO UNDERTAKE WHATEVER STEPS NECESSARY TO ACCOMPLISH YOUR SWITCH TO ENERGY HARBOR. Energy Harbor will begin providing natural gas supply service to you on a date set by your NGDC after the NGDC processes your enrollment and your service will continue for the number of months as set forth in the Disclosure Statement Summary, or any renewal period thereafter. Energy Harbor's natural gas supply service will be delivered to your residence or business using the NGDC's natural gas distribution system. Energy Harbor's obligations under this Agreement are conditioned on you providing complete and accurate information and on you remaining a NGDC distribution customer throughout the period this Agreement is in effect.

Billing and Payment - The cost of your natural gas supply service will be included on your bill from the NGDC, and is due and payable when your NGDC bill is due at the billing address provided in your NGDC bill. You acknowledge that the NGDC may provide us with your billing information.

Cancellation Provisions - Energy Harbor may cancel this Agreement for any nonpayment or any other breach of this Agreement upon thirty (30) days' prior written notice to you of such cancellation. If you fail to cure any nonpayment or breach of this Agreement within the thirty (30) day notice period, we may cancel the Agreement, even if you subsequently cure the nonpayment or breach after such period has expired. Energy Harbor may also cancel this Agreement upon thirty (30) days' prior written notice to you if there is a change in law or other act beyond our reasonable control or if we are no longer able to serve you. We also reserve the right to reject your enrollment or cancel this Agreement if:

- You fail to meet minimum or maximum threshold consumption levels as determined by us;
- You fail to be eligible for NGDC consolidated billing throughout the term;
- You provide any false, inaccurate or misleading information to Energy Harbor or the NGDC;
- You move within or outside of the NGDC's service territory or you fail to remain a NGDC distribution customer throughout the term under the applicable rate class; or
- You rescind your authorization for release of information provided in the "Information Release Authorization" section below.

Upon cancellation of this Agreement for any reason, you will return to receiving default supply service from the NGDC unless you have selected another natural gas supplier. The effective date of any cancellation will be the next applicable meter read date after expiration of the required notice period. Upon any cancellation, you will remain responsible for all obligations, including payment for natural gas charges incurred under this Agreement prior to the effective date of cancellation, including any applicable early termination fees.

Penalties/Fees/Exceptions - You may cancel this Agreement during the Rescission Period, or within the last thirty (30) days of the Final Notice Period without incurring an early termination fee. SHOULD YOU CANCEL THIS AGREEMENT IN ANY OTHER SITUATION, OR IF THIS AGREEMENT IS CANCELLED AS A RESULT OF A BREACH BY YOU, YOU MAY BE CHARGED AN EARLY TERMINATION FEE OF \$ [REDACTED]

Assignment - Upon 60 days' prior written notice to you, Energy Harbor may assign, subcontract or delegate all or any part of our rights and/or obligations under this Agreement, including your payment obligations under this Agreement, without your consent. Your assignment notice will include a reminder that your terms and conditions will not change upon assignment. You may not assign any of your rights or obligations under this Agreement without our prior written consent. You will be responsible for paying for all natural gas supplied to the service address of this Agreement until the date this Agreement is cancelled in accordance with its terms.

Change in Pricing and Other Terms - In addition to Energy Harbor's right to revise the price, terms and conditions of this Agreement as provided in the "Renewal" section above, this Agreement may be revised at any time by Energy Harbor upon the occurrence of any event beyond its reasonable control that materially increases the obligations of Energy Harbor or the cost of performing such obligations under this Agreement. In such an event, you will receive notices similar to those described in the "Renewal" Section above (e.g., two separate notices, one 60-75 days in advance; and the other, at least 45 days in advance of any such changes). If you do not consent to these changes, your natural gas supply service with Energy Harbor will be cancelled on a date set by the NGDC after expiration of the required notice period and you will be returned to your NGDC unless you have selected another natural gas supplier. This may take one to two billing cycles. You will remain responsible for any unpaid balance

as of the cancellation date but we will not assess any cancellation or early termination fees.

Authority to Obtain / Release Personal Information - Throughout the period this Agreement is in effect, you authorize Energy Harbor to obtain information from the NGDC that includes, but is not limited to, account name, account number, billing address, service address, standard offer service type, historical and future natural gas usage, rate classification, meter readings, characteristics of natural gas service and, when charges hereunder are included on your NGDC bill, billing information from the NGDC. You authorize Energy Harbor to release such information to third parties that need to know such information in connection with your natural gas supply service and to Energy Harbor's affiliates and subcontractors. These authorizations will remain in effect as long as this Agreement is in effect. You may revoke these authorizations at any time by either calling or providing written notice to us at the number and/or address provided below under the "Contact Information" section of the Agreement. We reserve the right to the extent permitted by law to reject your enrollment or cancel this Agreement in the event these authorizations are revoked.

Dispute Resolution / Class Action and Jury Trial Waiver - If you have any questions or concerns regarding the terms of service, you may contact us by telephone at 1-888-254-6359 (toll-free) Monday through Friday (8:00 am to 5:00 pm EST) or in writing at Energy Harbor LLC, Attn: Contract Administration, 341 White Pond Dr. B3, Akron, OH 44320. Our web address is www.energyharbor.com. BOTH YOU AND ENERGY HARBOR AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT. Nothing in this Agreement shall impair your right to make an informal or a formal complaint to the PPUC or to a court with appropriate authority to hear the complaint.

Delivery Point and Taxes - We will deliver natural gas to an existing or future point of interconnection between your NGDC distribution system and a third party pipeline supplying natural gas to the NGDC (the "Delivery Point"). Title and risk of loss related to natural gas transfer to you at the Delivery Point and you will be responsible for all transmission, distribution and other costs related to the distribution of the gas through your local NGDC. The fixed price offered by Energy Harbor includes an estimate of all taxes other than State and Local sales tax.

Limitation of Liability - YOU AGREE THAT NEITHER ENERGY HARBOR NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE LIABLE FOR ANY DAMAGES OR CLAIMS FOR MATTERS WITHIN THE CONTROL OF THE NGDC, WHICH INCLUDE MAINTENANCE OF PIPELINES AND SYSTEMS, SERVICE INTERRUPTIONS, LOSS OR CANCELLATION OF SERVICE, DETERIORATION OF NATURAL GAS SUPPLY SERVICES, METER READINGS OR INJURY TO PERSONS OR DAMAGE TO PROPERTY CAUSED BY THE DELIVERY OR SUPPLY OF NATURAL GAS. NEITHER ENERGY HARBOR NOR ANY OF ITS AFFILIATES OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR ANY FAILURE TO COMMENCE OR CANCEL NATURAL GAS SUPPLY SERVICE ON THE DATE SPECIFIED HEREIN DUE TO ANY FAILURE OR DELAY IN ENROLLING YOU WITH THE NGDC. ENERGY HARBOR'S LIABILITY WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, WHICH WILL NOT EXCEED THE AMOUNT OF YOUR SINGLE LARGEST MONTHLY INVOICE DURING THE PRECEDING TWELVE (12) MONTHS. IN NO EVENT WILL ENERGY HARBOR OR ANY OF ITS AFFILIATES OR SUBCONTRACTORS BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, THIRD-PARTY CLAIMS OR OTHER DAMAGES WHETHER BASED ON AGREEMENT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, OR FOR LOST PROFITS ARISING FROM ANY BREACH OR NONPERFORMANCE OF THIS AGREEMENT.

Events Beyond Our Control - Causes and events out of our reasonable control ("Force Majeure Events") may result in interruptions in service or our failure to deliver or distribute natural gas. We will not be liable for any such interruptions or any other failure to perform under this Agreement caused by a Force Majeure Event. We are not and will not be liable for damages caused by Force Majeure Events including but not limited to: acts of God; acts of any governmental authority; accidents; strikes; labor disputes; required maintenance work; changes in laws, rules or regulations of any governmental authority; lack of access to the NGDC's system; and non-performance by the NGDC.

Miscellaneous - Except with respect to Energy Harbor's affiliates and subcontractors under the "Limitation of Liability" section, there are no third party beneficiaries of this Agreement. Any payments due under this Agreement, and all provisions relating to the payment and collection thereof, and the provisions contained in the "Limitation of Liability" and "Dispute Resolution/ Class Action and Jury Trial Waiver" sections above, will survive expiration or cancellation for any reason. This Agreement constitutes the entire agreement between you and Energy Harbor. No statement, promise or inducement made by either party not contained in this Agreement will be valid or binding. Unless otherwise stated, any reference to days will mean calendar days.

Contact Information: Contact Energy Harbor with any questions concerning this Agreement. You may also contact the PUC or the Pennsylvania Office of Consumer Advocate ("OCA") if you have any questions about shopping for a natural gas supplier or other matters involving the natural gas industry. The contact information for the PUC is as follows: Telephone: 1-800-692-7380

from 8:00 am to 5:00 pm (EST) weekdays; Mail: PA PUC, 400 North Street, Harrisburg, PA 17120. Website: www.puc.pa.gov for general information or www.pagasswitch.com or other successor media platforms as determined by the PUC for information on shopping for natural gas service. The OCA contact information is as follows: Telephone: 800-684-6560; Website: www.oca.state.pa.us.