

August 25, 2023

Horizon Midstream LLC
PO Box 57
Ludlow PA 16333

VIA EFILE

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
400 North Street, 2nd Floor
Harrisburg PA 17120

Re: Horizon Midstream LLC Natural Gas License Application – Data Request and Update

Dear Rosemary Chiavetta, Secretary:

Please find enclosed the approved disclosure statement which needs to be added to our application.

Should you have any questions or require additional information, please contact me at 814-564-0175 or via email at copperheadrippey@gmail.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Shannon Moore', written in a cursive style.

Shannon Moore
Office Manager

Enclosures

ATTACHMENT H **Disclosure Statement**

This is an agreement for natural gas services, between HORIZON MIDSTREAM LLC and *(customer's name and full address)*.

Background

We at HORIZON MIDSTREAM LLC are licensed by the Pennsylvania Public Utility Commission to offer and supply natural gas services in Pennsylvania. Our PUC license number is A-2023-3041696.

- Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution or delivery prices and services.
 - You will receive a single bill from NATIONAL FUEL GAS DISTRIBUTION CORP that will contain NATIONAL FUEL GAS DISTRIBUTION CORP charges and HORIZON MIDSTREAM LLC charges.
- Right of Rescission - you may cancel this agreement at any time before midnight of the third business day after receiving this disclosure. You can contact us by phone, in writing or electronically to cancel this agreement. See Section 8 for how to contact us.

Definitions

- **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.

Terms of Service

1. Price

VARIABLE PRICE: You will pay a variable price that can change monthly. The price for the first billing period will be \$0.45 per ccf.

- We will determine the variable supply price in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions. For your reference, our natural gas supply prices include natural gas supply and transportation charges and estimated total state taxes, but they do not include any state sales tax, county tax, utility distribution charges or other utility fee or charge. **There is no limit on how much the price of your gas supply service will change from one billing cycle to the next. The price of energy can change each billing period but, no matter what, we will not increase your variable price in any given month by more than 35% from the prior month's supply price. You will be notified of your next month's variable price upon receipt of your monthly bill.** More

information about this variable price product, including what this price has been for the past 24 months, please email us at copperheadrippy@gmail.com or call us at 814-706-8349. However, please remember that past prices do not indicate present or future prices, and we do not guarantee any savings. Our prices may be higher than your utility's supply rate.

2. Length of Agreement

- Month-to-Month Agreement — You will buy your natural gas commodity service for the above street address from HORIZON MIDSTREAM LLC beginning on the date set by your Natural Gas Distribution Company NATIONAL FUEL GAS DISTRIBUTION CORP. and will continue on a month to month basis until either of us cancels the contract.

3. Contract Renewal and Expiration Provisions or Changes in Terms

- 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.

4. Penalties, Fees and Exceptions

- None

5. Cancellation Provisions – Cancellation is effective on a date set by your NGDC.

- Non-Payment – If your natural gas service is terminated by your natural gas distribution company, then this agreement is cancelled on the date that your natural gas service is terminated. You will owe us for amounts unpaid for our charges for natural gas supply service up to the date of termination.
- Company-Initiated Cancellation – If we cancel this agreement for any reason other than for customer non-payment, we will follow applicable rules in providing notice to you.
- Customer-Initiated Cancellation – If you cancel this agreement before the end of the initial term, you will owe us for amounts unpaid up to the date of cancellation and we will charge the early cancellation fee mentioned above.
- Customer Move – If the customer moves from the address listed above, this agreement is cancelled.

6. Customer Complaints and Dispute Procedures

- If you have questions about our prices or our service, you should call us at the contact information listed below. If you are not satisfied with the response from our Customer Care representative, you may ask that your questions be referred to one of our supervisors, who will respond promptly. If you remain unsatisfied with our attempts to resolve the issue, you may seek assistance from the PUC or request information from the PUC regarding your consumer protection rights. The PUC's contact information is listed below.

6. Contract Assignment

- If the contract is assigned, Horizon will provide notice to you with the name of the new natural gas supplier (“NGS”), the contact information for the new NGS, the estimated month and year that the assignment is expected to occur, and language informing the customer that contract terms and conditions will remain unchanged.

8. Contact Information

Supplier Name: Horizon Midstream LLC

Address: PO Box 57, Ludlow PA 16333

Phone Number: (814) 706-8349

Email: copperheadrippey@gmail.com

Your Utility: If you smell natural gas, have a problem with your natural gas meter, or experience an emergency relating to your natural gas service, please contact your local utility at the emergency number: National Fuel Gas Distribution Corp: 1-800-444-3130

Your utility has Universal Service programs available to customers who are on a limited or fixed income to assist them with utility bills. Some of these programs might include bill payment assistance and weatherization services. Information on your utility’s Universal Service Program can be obtained by contacting: National Fuel Gas Distribution Corp: 1-814-871-8200

9. Information about shopping for a Natural Gas Supplier is available from:

Pennsylvania Public Utility Commission (PUC)

400 North Street, Harrisburg PA 17120

1-800-692-7380

www.pagasswitch.com

Pennsylvania Office of Consumer Advocate

www.oca.state.pa.us

10. Your Authorization to Release Your Information

- This contract provides authorization for your utility to release all information regarding your natural gas account to us and for us to contact you about our other products and services or share information about your account with any designated rewards partner or with any third-party vendor we use to provide services. We reserve the right to share information with our affiliates, to the extent permitted by law. If you do not wish for us to share information about your account, you may cancel this contract by calling us at our contact information listed on the first page of this disclosure.

11. Taxes

- Any applicable tax charges are included on the one bill you will receive from your utility. If you are exempt from any taxes, you are responsible for requesting an exemption by filing all required documentation with us and/or your utility.

12. Contract Details

- Our full legal name is Horizon Midstream LLC and will use “Horizon”, “we”, “us”, or “our” to refer to ourselves for the purposes of this contract. We use “you” or “your” to refer to you, the customer. This contract is for the sale and purchase of all of your natural gas for the residential

account(s) listed in your Welcome Confirmation (letter or email). By entering into this contract, you are authorizing us to take the steps necessary to switch your natural gas supply service to us, and you agree to appoint us as your agent to acquire the necessary information to meet your natural gas needs as required by your “utility”, which we use to refer to your local distribution company. Your utility is responsible for the delivery of natural gas to you and we are not. This Terms of Service is your entire contract with us and replaces any prior oral or written statements or representations

13. CAPs Notice

- If you are participating in Customer Assistance Programs (CAPs), you may lose your CAP benefits if your utility does not permit such benefits to be portable. Please contact your utility for additional information.

14. Other Important Information Our Lawyers Make Us Include

No Reliance: You acknowledge that (1) you are not relying on any advice, statements, recommendations or representations of ours other than the written representations in this contract; (2) that you consulted with your own advisors to the extent you deemed necessary; and (3) that you understand the risks of entering into this contract, including the risk that our prices may be higher than your utility’s rates. You acknowledge that you are capable and willing to assume those risks (whether financial, economic or otherwise) and that you have made your own decision to enter into this contract.

Force Majeure: We will use commercially reasonable efforts to provide natural gas supply to you pursuant to this contract, but we do not guarantee a continuous supply of natural gas. Certain Force Majeure events outside of our control may cause interruptions in service. If a Force Majeure event prevents us from performing any of our obligations in any way, our performance shall be excused for the duration of such event, and we will not be liable for damages associated with any delay or failure to perform as a result. “Force Majeure” includes, without limitation, acts outside of our control, sabotage, riots or civil disturbances, acts of God, acts of the public enemy, acts of vandalism, terrorist acts, natural disasters, explosions, fires, or similarly cataclysmic occurrence, failure, shortage or unavailability of generating units or transmission facilities, nonperformance by your local utility, or any change in law or any other action by a governmental authority that materially impairs our ability to perform our obligations under this contract. We will give you reasonably prompt notice of any Force Majeure occurrence.

Severability: Each provision of the contract is made subject to the maximum extent permitted by law. If any are held to be unenforceable or invalid by any arbitrator or court of competent jurisdiction, we will negotiate an equitable adjustment to or an amendment of the affected provisions with you with a view toward effecting the purpose of this contract. In this case, the validity and enforceability of the remaining provisions shall not be affected.

LIMITATIONS ON WARRANTY AND DAMAGES: THE NATURAL GAS PROVIDED UNDER THIS CONTRACT WILL MEET THE QUALITY STANDARDS OF YOUR UTILITY. YOU UNDERSTAND AND AGREE THAT THERE ARE NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, ASSOCIATED WITH THE SERVICE PROVIDED BY US. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS NOR ANY ASSOCIATED LOSS OR DAMAGE RESULTING FROM SUCH INTERRUPTIONS. TO THE MAXIMUM EXTENT PERMITTED BY PENNSYLVANIA LAW, LIABILITIES NOT EXCUSED BY REASON OF FORCE MAJEURE OR OTHERWISE SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. WE WILL BEAR NO LIABILITY TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OR LOST PROFITS, THE LIMITATIONS IMPOSED ON REGARD TO THE CAUSE OR CAUSES OF THE HARM OR LOSS, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE.

ARBITRATION AND WAIVER OF JURY TRIAL: TO THE FULLEST EXTENT PERMITTED BY PENNSYLVANIA LAW, ANY DISPUTE, CONTROVERSY, OR CLAIM ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS CONTRACT, SHALL BE FINALLY RESOLVED BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) CONDUCTED UNDER THE AAA COMMERCIAL RULES AND THE CONSUMER-RELATED DISPUTES SUPPLEMENTARY PROCEDURES, OR, AT THE ELECTION OF EITHER PARTY, BROUGHT AS A SMALL CLAIM ACTION, IN THE SMALL CLAIMS COURT, IF THE DISPUTE OR CLAIM IS WITHIN THE SCOPE OF ITS JURISDICTION. BY

ENTERING INTO THIS CONTRACT, YOU ARE GIVING UP YOUR RIGHTS TO SEEK REMEDIES IN COURT, OTHER THAN IN SMALL CLAIMS COURT, AND 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 CONTRACT DOES NOT PERMIT CLASS ACTIONS, EITHER IN ARBITRATION OR THROUGH A COURT PROCEEDING. AAA MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. IN THE EVENT THE PROHIBITION ON CLASS ARBITRATION IS DEEMED INVALID OR UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION PROVISION SHALL BE NULL AND VOID. JUDGEMENT 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.

Other Provisions: This contract can change based on any future legislation, orders, rules, regulations, or your local utility tariff or policy changes. This contract is made and shall be construed in accordance with the laws of Pennsylvania. There are no third-party beneficiaries to this contract. This contract is binding upon us and you, as well as any successors or legal assigns. Failure to exercise any right we have under this contract should not be considered as a waiver of the right to exercise any such right at a later date. The headings and Summary of Important Information section in this contract are for reference only and do not affect the interpretation of this contract.

Natural Gas Supplier Contract Summary

Natural Gas Supplier Information	Supplier Name: Horizon Midstream LLC Address: PO Box 57, Ludlow PA 16333 Phone Number: (814) 706-8349 Email: copperheadrippey@gmail.com
Natural Gas Price Structure	The price of your natural gas will be variable. We will determine the variable supply price in our discretion based on many different factors, which may include competitive prices, industry charges we are responsible for, applicable state and local taxes, profit margins, or other business conditions, and you'll see it listed on your monthly bill. Your variable supply price may change monthly, but no matter what, we will not increase your variable price in any given month by more than 35% from the prior month's supply price.
Natural Gas Supply Price	Your natural gas supply price for your first billing cycle with Horizon will be \$0.45 per ccf. Thereafter, your price will vary month-to-month based on the factors described above.
Statement Regarding Savings	We do not guarantee savings. Our prices may be higher than your utility's supply rate.
Deposit Requirements	None.
Contract Start Date	This agreement will begin on the date set by your NGDC.
Contract Duration/Length	Month-to-Month
Cancellation/Early Termination Fees	None.
End of Contract	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.