

# Stevens & Lee

17 N. Second Street, 16<sup>th</sup> Floor  
Harrisburg, PA 17101  
www.stevenslee.com

Direct Dial: (717) 255-7365  
Email: michael.gruin@stevenslee.com  
Direct Fax: (610) 988-0852

February 11, 2025

**VIA HAND DELIVERY**

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

RCVD PUC SEC BUR  
FEB 11 2025 PM 12:06

**Re: Application of Horizon Power and Light, LLC for Approval to Offer, Render,  
Furnish or Supply Natural Gas Supply Services as a Supplier  
Docket No. A-2025-\_\_\_\_\_**

Dear Secretary Chiavetta:

Enclosed for filing please find the Application of Horizon Power and Light, LLC to provide service as a Supplier of Natural Gas Supply throughout the Commonwealth. Please note that Exhibit 2 to the Application and the Tax Certification Statement contain confidential information and have been marked as such. **Horizon Power and Light, LLC hereby respectfully requests confidential treatment of these Exhibits, and they are being provided in an separate envelope for filing under seal.**

Also enclosed is a check for the filing fee for the application.

Copies of this Application have been served on all of the Natural Gas Distribution Companies in the Commonwealth and the required statutory advocates, the Attorney General, and the Department of Revenue, in accordance with the attached Certificate of Service.

Upon filing, please return a time-stamped copy of the Application to our courier. Thank you, and please feel free to contact me with any questions or concerns.

Sincerely,  
STEVENS & LEE

  
Michael A. Gruin, Esq.

Enclosures

## BEFORE THE PENNSYLVANIA PUBLIC UTILITY COMMISSION

Application of Horizon Power and Light, LLC, d/b/a \_\_\_\_\_, for approval to offer, render, furnish, or supply natural gas supply services as a(n) [as specified in item #4b below] to the public in the Commonwealth of Pennsylvania (Pennsylvania).

To the Pennsylvania Public Utility Commission:

### 1. IDENTIFICATION AND CONTACT INFORMATION

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

Horizon Power and Light, LLC  
539 W. Commerce St #779  
Dallas, TX 75208  
866-727-5658  
www@hplco.com

- 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.

CT Corporation System  
600 N. 2<sup>nd</sup> St., Suite 401  
Harrisburg, PA 17101  
855-316-8944  
Fax: N/A

- 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.

Joseph Waldman, Chief Operating Officer  
539 W. Commerce St #779  
Dallas, TX 75208  
866-727-5658  
Fax: None  
joe@hplco.com

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

Michael A. Gruin  
Stevens & Lee  
17 N. 2<sup>nd</sup> St., 16<sup>th</sup> Floor  
Harrisburg, PA 17101  
[Michael.gruin@stevenslee.com](mailto:Michael.gruin@stevenslee.com)  
Tel: 717-255-7365  
Fax: 610-988-0852

- e. **CONTACTS FOR CONSUMER SERVICE AND COMPLAINTS:** Provide the name, title, address, telephone number, fax number, and e-mail **OF THE PERSON AND AN ALTERNATE PERSON (2 REQUIRED)** responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints filed with the Applicant, the Natural Gas Distribution Company, the Pennsylvania Public Utility Commission, or other agencies. The main contact's information will be listed on the Commission website list of licensed NGSS.

Joseph Waldman, Chief Operating Officer  
539 W. Commerce St #779  
Dallas, TX 75208  
866-727-5658  
Fax: None  
[joe@hplco.com](mailto:joe@hplco.com)

Matt Judkin, President  
539 W. Commerce St #779  
Dallas, TX 75208  
866-727-5658  
Fax: None  
[matt@hplco.com](mailto:matt@hplco.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**

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

**Applicant is a Maryland LLC. See Department of State filings and charter documentation attached hereto as Exhibit 1**

Give name and address of officers.

Joseph Waldman, Chief Operating Officer  
539 W. Commerce St #779  
Dallas, TX 75208  
866-727-5658  
Fax: None  
joe@hplco.com

Matt Judkin, President  
539 W. Commerce St #779  
Dallas, TX 75208  
866-727-5658  
Fax: None  
matt@hplco.com

### 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.

**Applicant is wholly owned by Federal Power & Gas, LLC. Applicant has an affiliate, Summer Energy Northeast, LLC, that is a retail supplier operating in Massachusetts. Applicant has no affiliates that are jurisdictional public utilities. Applicant has no 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 has no predecessors that have done business.**

- 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.

**Neither the Applicant nor any affiliates or predecessors has had any previous PUC License or Docket Numbers**

### 4. OPERATIONS

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

Definitions

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

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

**or**

- The Applicant is not presently doing business in Pennsylvania.

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

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

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

The Applicant will be providing natural gas supply services to customers throughout the Commonwealth.

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

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

- All of the above

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

- Residential Customers
- Small Commercial Customers - (Less than 6,000 Mcf annually)
- Large Commercial Customers - (6,000 Mcf or more annually)
- Industrial Customers
- Governmental Customers
- All of above
- Other (Describe):
- Residential and Small Commercial Customers in a Mixed Meter Capacity -

This customer class reflects situations in which a large commercial, industrial, and/or governmental customer account also contains features of residential and/or small commercial customers. In this instance, the residential and/or small commercial portion must be an incidental portion of the larger account. **This customer class alone does not allow marketing targeted directly to residential and/or small commercial customers.** Further information may be found in the Licensing Requirements Applicable to Mixed Meter Scenarios Secretarial Letters served March 25, 2011, and July 3, 2013, at Docket No. M-2009-2082042.

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

April 1, 2025 or upon approval by the Commission

## 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.

**Neither the Applicant, nor 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.**

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

**Neither Applicant, nor an affiliate, a predecessor of either, or a person identified in this Application, has any actions or complaints to report. Applicant has not had a Pennsylvania PUC EGS or NGS license previously cancelled by the Commission.**

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

Not Applicable

## 6. PROOF OF SERVICE

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

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

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

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

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

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

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

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

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

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## 7. FINANCIAL FITNESS

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

**Applicant has requested the bonding letters and will provide the letters as supplements to the Application upon receipt.**

- 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.

**See Confidential Exhibit 2 for Financial Statements and and credit report.**

- 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.

**As a well-established supplier operating for over ten years, The Applicant funds its operations from working capital and revenue from operations. Please see Confidential Exhibit 2**

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

**Not Applicable**

- 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.

James Gentile, Accountant  
539 W. Commerce St #779  
Dallas, TX 75208  
866-727-5658  
Fax: None  
accounting@hplco.com (cc:sales@hplco.com)

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

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

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

**See attached completed Tax Certification Statement**

## **8. TECHNICAL FITNESS:**

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

- a. **EXPERIENCE, PLAN, STRUCTURE:** such information may include:
- Applicant's previous experience in the natural gas industry.
  - Summary and proof of licenses as a supplier of natural gas services in other states or jurisdictions.
  - Type of customers and number of customers Applicant currently serves in other jurisdictions.
  - Staffing structure and numbers as well as employee training commitments.
  - Business plans for operations within the Commonwealth.
  - Any other information appropriate to ensure the technical capabilities of the Applicant.
- b. **PROPOSED MARKETING METHOD** (check all that apply)
- X Internal – Applicant will use its own internal resources/employees for marketing
  - X External NGS – Applicant will contract with a **PUC LICENSED NGS**
  - Affiliate – Applicant will use a **NON-NGS affiliate that is a nontraditional marketer and/or marketing services consultant**
  - X External Third-Party – Applicant will contract with a **NON-NGS third party nontraditional marketer and/or non-selling marketer**
  - Other (Describe):

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

- Yes  
 No

If yes, will the Applicant be using verification procedures?

- Yes  
 No

If yes, describe the Applicant's verification procedures.

All Door to Door sales will be confirmed by the use of either a third party verification process or by an automated voice verification system. All recordings and TPV will follow the Commission's rules and regulations and will be designed to confirm the customer's intent to either initiate and enroll supply service with Horizon or continue or modify the service they receive from Horizon. In conjunction with outside counsel, Horizon will design and review the script used for such verifications. On a regular basis, Horizon will randomly conduct internal reviews of all marketing solicitations and verifications to ensure compliance and exceptional customer service.

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.

Please see Exhibit 3

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.

Please see Exhibit 3

## 9. DISCLOSURE STATEMENT:

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

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

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

## 10. VERIFICATIONS, ACKNOWLEDGEMENTS, AND AGREEMENTS

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

X      AGREED

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

X      AGREED

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

X      AGREED

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

X      ACKNOWLEDGED

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

X      AGREED

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

X      AGREED

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

X      AGREED

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

X      AGREED

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

**X PAYMENT ENCLOSED**

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

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

## 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 § 62.107.

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

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

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

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

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

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13. SIGNATURE

Horizon Power and Light, LLC

Applicant: \_\_\_\_\_

By:  \_\_\_\_\_

Title: Chief Operating Officer \_\_\_\_\_

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Appendix A

APPLICATION AFFIDAVIT

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[Commonwealth/State] of FLORIDA

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ss. PA PUBLIC UTILITY COMMISSION  
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County of VALLESLIA

Joseph Waldman, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the COO (Office of Affiant) of Horizon Power and Light, LLC (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

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

That the Applicant herein Horizon Power and Light, LLC has answered the questions on the application correctly, truthfully, and completely and provided supporting documentation as required.

That the Applicant herein Horizon Power and Light, 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 Horizon Power and Light, 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]  
Signature of Affiant

Sworn and subscribed before me this 17th day of January, 2025.

[Signature]  
Signature of official administering oath

My commission expires 3-20-27



Appendix B

OPERATIONS AFFIDAVIT

[Commonwealth/State] of FLORIDA :

ss.

County of VOLUSTA :

Joseph Waldron, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

[He/she is the COO (Office of Affiant) of Horizon Power and Light, LLC (Name of Applicant);]

[That he/she is authorized to and does make this affidavit for said Applicant;]

That Horizon Power and Light, 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 Horizon Power and Light, LLC, the Applicant herein, asserts that [he/she/it] possesses the requisite technical, managerial, and financial fitness to render natural gas supply service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

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

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

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FEB 11 2025

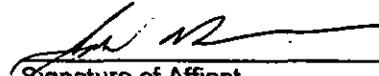
PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**Appendix B (Continued)**

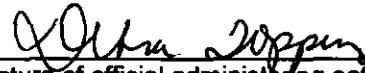
That Horizon Power and Light, LLC, the Applicant herein, acknowledges that it has a statutory obligation to conform with 66 Pa.C.S. § 506 and the standards and billing practices of 52 Pa. Code Chapter 56.

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

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

  
\_\_\_\_\_  
Signature of Affiant

Sworn and subscribed before me this 17<sup>th</sup> day of January, 2025.

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

My commission expires 3-20-27



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**EXHIBIT 1**

**Business Entity Filings and Registration**

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SECRETARY'S BUREAU



0003613708



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**FOREIGN REGISTRATION STATEMENT**  
 Fee: \$250

Pennsylvania Department of State  
**-FILED-**  
 File #: 0003613708  
 Date Filed: 1/10/2023

B0502--5094 01/10/2023 8:00 AM Received by Pennsylvania Department of State

**DSCB:15- 412 (rev. 2/2017)**

In compliance with the requirements of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

<b>Foreign Business Type</b>	
Filing type	Foreign Limited Liability Company
LLC filing type	Limited Liability Company
<b>Association Name</b>	
The full and proper name of the foreign association as registered in its jurisdiction of formation is	Horizon Power and Light, LLC
Business name in Pennsylvania	Horizon Power and Light, LLC
<b>Effective Date</b>	
The filing shall be effective when filed with the Department of State	
<b>Additional Information</b>	
Jurisdiction of Formation	MARYLAND
Select one of the following	The association may not have series.
The street address of the association's principal office.	
Principal Office Address	5847 SAN FELIPE ST STE 3700 HOUSTON, TX 77057-3423
The mailing address of the association's principal office.	
Mailing Address	5847 SAN FELIPE ST STE 3700 HOUSTON, TX 77057-3423
<b>Home Jurisdiction Addresses</b>	
Select one	The association's home jurisdiction requires the association to maintain a street and mailing address in that jurisdiction.
<b>Home jurisdiction street address,#### Home jurisdiction mailing address</b>	
Home Jurisdiction Street Address	1004 SADDLEBACK WAY BEL AIR, MD 21014-1867
<b>Home jurisdiction street address,#### Home jurisdiction mailing address</b>	
Home Jurisdiction Mailing Address	1004 SADDLEBACK WAY BEL AIR, MD 21014-1867
<b>Registered Office</b>	
The name of the commercial registered office provider and the county of venue is	

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SECRETARY'S BUREAU

CT Corporation System  
Commercial Registered Office Provider  
Venue and Publication County

DAUPHIN

Electronic Signature

IN TESTIMONY WHEREOF, the above-named association has caused this Foreign Registration Statement to be signed by a duly authorized representative

Full Name	Title	Date
Jaleea George	CFO	01/09/2023

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SECRETARY'S BUREAU

B0502-5095 01/10/2023 8:00 AM Received by Pennsylvania Department of State

State of Maryland  
Department of  
Assessments and Taxation

Charter Division



Robert L. Ehrlich, Jr.  
Governor

C. John Sullivan, Jr.  
Director

Paul B. Anderson  
Administrator

TOM D. O'LEARY  
HORIZON POWER AND LIGHT, LLC  
STE 600  
20 E GREENWAY PLZ  
HOUSTON TX 77046-2011

Date: 12-15-2004

This letter is to confirm acceptance of the following filing:

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FEB 11 2005

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ENTITY NAME : HORIZON POWER AND LIGHT, LLC  
DEPARTMENT ID : W10355691  
TYPE OF REQUEST : ARTICLES OF ORGANIZATION  
DATE FILED : 12-15-2004  
TIME FILED : 12:29-PM  
RECORDING FEE : \$100.00  
EXPEDITED FEE : \$50.00  
FILING NUMBER : 1000361990688826  
CUSTOMER ID : 0001516183  
WORK ORDER NUMBER : 0000971459

PLEASE VERIFY THE INFORMATION CONTAINED IN THIS LETTER. NOTIFY THIS DEPARTMENT IN WRITING IF ANY INFORMATION IS INCORRECT. INCLUDE THE CUSTOMER ID AND THE WORK ORDER NUMBER ON ANY INQUIRIES. EVERY YEAR THIS ENTITY MUST FILE A PERSONAL PROPERTY RETURN IN ORDER TO MAINTAIN ITS EXISTENCE EVEN IF IT DOES NOT OWN PERSONAL PROPERTY. A BLANK RETURN WILL BE MAILED BY FEBRUARY OF THE YEAR FOR WHICH THE RETURN IS DUE.

Charter Division  
Baltimore metro area (410)767-1801  
Outside metro area (888)246-5941

0003215952

EFFECTIVE DATE: 12-15-2004  
PRINCIPAL OFFICE: 1004 SADDLEBACK WAY  
BEL AIR MD 21014  
RESIDENT AGENT: JAY TAVORMINA  
1004 SADDLEBACK WAY  
BEL AIR MD 21014

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FEB 11 2004

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

**NOTICE: Effective January 1, 2004**

As a result of a change in State law, the annual report fee for most legal entities (including LLCs and LLPs) has increased to \$300. This fee is for the privilege of maintaining a legal entity's existence in Maryland, and is due and payable with the filing of the personal property return. The increase is effective for any return, regardless of year, filed after 12/31/2003.

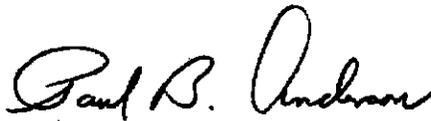
There continues to be no annual report fee for non-stock corporations, business trusts, churches, foreign interstate companies, foreign insurance companies, sole proprietorships and general partnerships, but these entities must still file a personal property return annually.

**STATE OF MARYLAND**  
**Department of Assessments and Taxation**

I, PAUL B. ANDERSON OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO LIMITED LIABILITY COMPANIES OR THE RIGHTS OF LIMITED LIABILITY COMPANIES TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT HORIZON POWER AND LIGHT, LLC IS A LIMITED LIABILITY COMPANY EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MARYLAND, AND THAT THE LIMITED LIABILITY COMPANY IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING TO TRANSACT BUSINESS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS JANUARY 04, 2005.



Paul B. Anderson  
Charter Division

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FEB 11 2005

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU



301 West Preston Street, Baltimore, Maryland 21201  
Telephone Balto. Metro (410) 767-1340 / Outside Balto. Metro (888) 246-5941  
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice  
Fax (410) 333-7097

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

### EXHIBIT 3

## Summary of Technical Fitness, Officer Resumes and Oversight of Marketing and Customer Service

### Summary of Technical Fitness

#### Applicant's Experience in the Energy Industry and Summary and Proof of Licenses

Horizon Power and Light, LLC ("Horizon") has been operating as an electricity supplier since 2006. Horizon obtained FERC market based rate authority in 2006. Horizon received its electricity supplier license from the Maryland Public Service Commission in 2005, its electricity supplier license from the District of Columbia Public Service Commission in 2007, and its Alternative Retail Electric Supplier License from the Illinois Commerce Commission in 2018. Copies of the orders approving these licenses are attached. Horizon is a member in good standing of PJM as confirmed by the attached documentation.

Horizon's had demonstrated the ability to operate compliantly and successfully in de-regulated state energy markets for nearly 20 years, and has recently added a Chief Operating Officer who has extensive experience in the natural gas industry, as explained below.

#### Types and number of customers served

Horizon currently serves approximately 1100 residential and commercial customers in the territories of Commonwealth Edison (IL), Delmarva (MD), PEPCO (MD), PEPCO (DC) and Baltimore Gas & Electric (MD).

#### Staffing Structure

Joseph Waldman is the Chief Operating Officer of Horizon. Mr. Waldman has twenty-three years of experience as an operations manager in the retail energy industry, including serving as C.O.O. of multiple suppliers who had extensive natural gas operations. Mr. Waldman is responsible for overseeing all of the day-to-day operations of the company, including wholesale procurement, regulatory compliance, risk management, utility coordination, customer service, billing and collections, finance, and sales and marketing. A copy of Mr. Waldman's resume is attached.

Matthew Judkin serves as President of Horizon. Mr. Judkin been a leader in the energy field for most of his professional life and has extensive experience in sales compliance, back office and operations, third party verifications and contact data generation. He routinely speaks at industry conferences regarding best practices for energy sales and brokering.

James Gentile is an accountant and manages the company's accounting, tax, and finance functions.

Joanne Gentile will lead the company's customer service functions.

#### Business Plans for Operations in Commonwealth

Horizon intends to replicate the operational strategy that it has successfully used in Maryland, D.C. and Illinois. Horizon will seek to enroll a balanced mix of customers (residential and commercial) using multiple direct sales channels as well as brokers for commercial sales. The company intends to offer a mix of fixed rate, variable rate, and index rate products. Horizon expects to utilize utility consolidated billing programs unless it decides to bill the customer directly.

Horizon has retained the leading EDI vendor (Vertex One) for billing and EDI services. Vertex One has 25+ years industry experience serving more than 300 clients in the deregulated energy industry across the United States, Canada, Mexico, and Europe. It is the largest and most widely used EDI service provider in the deregulated energy marketplace. It facilitates round-the-clock NAESB/GISB compliant EDI transaction processing at its state-of-the-art facility in Long Island, New York. Vertex One offers fully hosted and outsourced EDI transaction management services to companies. As the energy industry's most widely used billing platform, Vertex One's system gives energy marketers the ability to manage the life cycle of their customers from prospecting to enrollment to billing and rate management as well as retention.

Horizon has retained the law firm of Stevens & Lee as its regulatory and compliance counsel. Stevens & Lee provides legal and regulatory support to Horizon on utility coordination issues, regulatory compliance and reporting, ISDA negotiation, REC compliance, and general legal compliance.

## **Oversight of Marketing and Customer Service**

Horizon's marketing and customer service operations are directly overseen by C.O.O Joseph Waldman. Over the course of its nearly two decades in operation, Horizon had demonstrated the ability to successfully and compliantly acquire customers of various different sizes in multiple states. The company is led by an experienced management team that prioritizes the customer experience and quality sales. Horizon expects to use both in-house staff and third-party sales companies to solicit customers.

All agents communicating with customers regarding possible enrollment will be trained on the following subjects as required by 52 Pa. Code § 111:

(1) State and Federal laws and regulations that govern marketing, telemarketing, consumer protection and door-to-door sales, including consumer protection regulations in Chapters 54 and 62 (relating to electricity generation customer choice; and natural gas supply customer choice), applicable provisions in Chapters 56, 57 and 59 (relating to standards and billing practices for residential utility service; electric service; and gas service) and the act.

(2) Responsible and ethical sales practices

- (3) Horizon's products and services.
- (4) Horizon's rates, rate structures and payment options.
- (5) The customer's right to rescind and cancel contracts.
- (6) The applicability of an early termination fee for contract cancellation
- (7) The necessity of adhering to the script and knowledge of the contents of the script if one is used.
- (8) The proper completion of transaction documents.
- (9) Horizon's disclosure statement.
- (10) Terms and definitions related to energy supply, transmission and distribution service as found in the dictionary of utility terms
- (11) Information about how customers may contact Horizon to obtain information about billing, disputes, and complaints.
- (12) The confidentiality and protection of customer information and § § 54.43(d) and 62.114 (relating to standards of conduct and disclosure for licensees).

To the extent that Horizon uses any outside sales vendors for sales to residential or small commercial customers, it will screen the vendors to ensure that only experienced vendors market on behalf of the company. Any sales vendor hired will be required to confirm its ability to comply with the Pennsylvania-specific agent training and oversight requirements outlined above. All vendors are monitored for sales compliance, and Horizon contacts a significant sample of all new mass market customers. Vendors who demonstrate an inability to adhere to Horizon's standards and/or the Commission's regulations will be immediately terminated.

For any contracts with residential or small commercial customers based on sales performed by an agent, Horizon will also utilize a separate digital or telephonic verification process as required by 52 Pa. Code 111.7.

### **Customer Service**

Horizon has a dedicated in-house customer care service led by experienced supervisor to help customers answer any questions related to contracts, invoices and making payments. Customers may contact Horizon by mail, toll-free telephone and email. Customer service agents that answer its toll-free phone number and local phone number are trained in addressing billing and service inquiries and prepared with quotes for pricing inquiries by new prospects. If a customer calls Horizon Power and Light outside of regular business hours, which are 9am-5pm ET on Monday through Friday, a voicemail may be left, and all calls are returned the following business day. For urgent issues, sales@hplco.com may be used to reach a 24-hour company contact.

Horizon has an established process for sales and marketing oversight, do-not-call compliance, and customer dispute resolution. Horizons' dispute resolution process has multiple tiers. Upon receipt of a customer inquiry or complaint, the assigned representative must first gather all relevant information regarding the dispute, including customer name, address, enrollment history, billing history, and customer contact notes. The representative will investigate the customer's issue of concern, including interviewing a sales agent or customer service agent where relevant. The customer will then be given the company's findings and in all cases the company will make a good faith effort to resolve the dispute fairly and expeditiously, either will

refunds, billing credits, or modifications to the customer's service plan. In all cases, customers will be asked to confirm whether their dispute has been satisfactorily resolved, which will be the goal in all cases. For customer disputes that cannot be resolved, customers are provided with contact information for the Commission to pursue an unresolved dispute. .

Customer complaints from to the Commission or other entities will undergo the same initial review process, and will be escalated for management review and preparation of any necessary responses. Similarly, all complaints will be attempted to be resolved to the customer's satisfaction, and any corrective action that is identified will be implemented by the manager upon the closure of the complaint, if not before.

**Joseph Waldman**

FEB 11 2025

**Career Summary**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Accomplished executive with over 27 years of operational excellence; including 20 years of success and management in the retail energy industry. Continuously demonstrated the ability to improve policies and procedures generating and saving income for numerous companies and delivering greater corporate profitability. As a result of a keen ability to turn faltering departments and procedures into cohesive parts of the greater corporation, there is improved stability, morale, performance and profitability. Set a stable platform to allow expansion of the business' footprint into additional territories. Unique ability to understand regulatory rules and implement them into productive operational features that are fully compliant. All positions listed below are full time with a minimum of 40 hours per week.

**Highlights**

- Vast experience with natural gas and electric utility operations and business rules allowing corporate operations to take full advantage of efficiencies ensuring improved corporate profits.
- Exceptional understanding of regulatory issues and procedures, resulting in improved regulatory influence that improves the overall industry and corporate profitability.
- Deep understanding and experience with numerous operational systems and data management effectuating improved operational procedures, increased profitability and corporate advantages over competitors.

**Core Competencies**

Operational Management • Billing • Enrollments • Fulfillment • Business Development / Sales • Payment Methodologies • Data Mining • Collection Management • Telecommunications Systems • Internal and Third Party Sales Verifications • IVR and ACD Upgrades and Installations • Process Improvement • Improved Customer Operational Flow • Thorough Understanding of Over 60 Utility Territories and Over 15 State Agencies • Advantageous Management of Call Center Staffing

**Experience**

<b>Employer:</b>	<b>Horizon Power &amp; Light LLC</b>	
<b>Position:</b>	Chief Operating Officer	<b>9/24 – Present</b>
<b>Employer:</b>	<b>Discount Power Inc.</b>	
<b>Position:</b>	Chief Operating Officer	<b>3/21 – 10/22</b>
<b>Employer:</b>	<b>East Coast Power &amp; Gas, Bronx, NY</b>	
<b>Position:</b>	Operations Consultant	<b>1/20 – 11/20</b>

Brought onboard to set policies and procedures for all back-office operations that were causing internal financial hardships. After there for a month, it was known by upper management the company was financially insolvent and I helped wind down the company.

- Reviewed all meter reads and billing in the CIS/CRM systems. Located and invoiced \$2 million in charges that had gone unbilled.
- Created cash forecasting reporting for all purchase of receivable accounts.
- Solidified and expanded upon aged receivable reporting for all non-purchase of receivable accounts.
- Directed Collections department on what accounts to go after, as well as creation of collection letters, policy and procedures.
- Onboarded national collection agency to recoup inactive customers' aged receivables older than 120 days.
- Received approval to implement CCH tax interface to ensure taxes were being calculated correctly in the systems.
- Created renewal letters along with policies and procedures to have them sent out in a timely manner.
- Engaged outsourced print house to automate mailing of renewal letters as well as all dual billing.
- Reviewed and revamped credit policy and procedures for onboarding new customers dependent upon risk.

**Employer: Powervine Energy, Norwalk, CT**

**Position: Co-Founder, Chief Operating Officer**

**11/17 – 10/19**

- Negotiated all operations related contracts included but not limited to CIS/CRM/EDI, TPV, Print House, Customer Rewards, Outbound Telemarketing, Outsourced Customer Service, Outsourced Regulatory and Compliance.
- Integrated CIS/CRM systems with rewards program, TPVs, and all customer correspondence.
- Responsibility for all areas with the exception of Finance, Sales and Marketing, and Supply.

**Employer: North American Power & Gas, Norwalk, CT**

**Position: Vice President of Operations**

**1/15 – 5/17**

All Operations functions reported to myself, while I reported directly to the President of North American Power. The following departments comprised the Operations Department: Billing, Enrollments, Accounts Receivable, Pricing, Fulfillment, Collections, New Market Entry, Compliance and Quality Control.

- Decreased bad debt from 6% to 1% in utilities where payment is not guaranteed.
- Automated promotion fulfillment for an annual savings of \$189k.
- Recovered over \$500k from 2,400 bad debt accounts in 6 months.
- Re-vamped the enrollment reporting allowing for 100% visibility into all enrollment rejections.
- Set up policies and procedures for staff to follow up on all enrollment rejections.
- Created proper billing (EDI 810) reporting to determine all customers are being charged properly.
- Created a new A/R position to track all (EDI 820) payments, credit card, check and collections payments.

**Employer: City Power & Gas, Clearwater, FL**

**Position: Chief Executive Officer**

**6/14 – 11/14**

**Employer: Sperian Energy, San Diego, CA**

**Position: Chief Operating Officer**

**11/12 – 6/14**

- Entered into three states and five electric utilities doubling our footprint.
- After taking control of sales scripts and compliance, decreased complaints by 87%.
- Proposed 3 acquisitions of competitors reviewed by the Board of Directors.
- Streamlined all consumer correspondence including welcome letters, renewal notices, rejection letters, collection letters, etc.
- Established protocols for reconciliation of active customers with the utilities.
- Effectuated entry into two three states NY, MD, NJ.

- Initiated in-house IT development by building out automated DNC list scrubbing, vendor and internal sales commissions, as well as ongoing developing an automated enrollment portal to be expanded to full CIS/CRM and Billing systems.
- Built dashboards for Operations, Compliance, and Business Development.
- Telecommuted from NJ to San Diego and Las Vegas for half of each month.

**Employer: Viridian Energy (Crius), Norwalk, CT**

**Position: Chief Operating Officer**

**4/11 – 1/12**

- Established entry into eight Natural Gas markets in three states.
- Trained Customer Service, Billing, Collections, and all other operational areas on Natural Gas.
- Procured the Supply Department with Director of Pricing and Manager of Natural Gas.
- Fully reviewed CRM, EDI, Telecomm, and MLM systems and enacted numerous upgrades and changes.
- Prepared systems and staff for entry into non-purchase of receivable markets.
- Instituted changes to Multi-Level Marketing commission structure.
- Improved response time by Customer Service from 45% of calls answered within two minutes to 86%.
- Worked with multiple utilities for market entry, EDI testing, collateral requirements, etc.
- Set and held meetings with IL ICC, NJ BPU, and other state public commissions.
- Improved Third Party Verification response rate from 36% to 87%.
- Instituted identity verification to protect against online enrollments without customer authorization.
- Restructured the Collections department to enable payments over the phone, ensure the timeliness of calls, and letters and brought in an outsourced collection agency for older debt.

**Employer: Energy Plus Holdings LLC, Philadelphia, PA**

**Position: Vice President of Operations and New Market Development**

**4/10 – 5/10**

- Supply and Regulatory research and improvement.

**Employer: Gateway Energy Services Corporation, Montebello, NY**

**Position: Vice President of Operations**

**4/06 – 4/10**

- Fully responsible for numerous operational departments including Billing, Accounts Receivable, Enrollments, Cancellations, Credit, Collections, Customer Service, and Telecommunications effecting revenue for over \$260 million while managing a budget of over 4.5 million dollars.
- Directed, implemented, and supervised a corporate expansion initiative producing a re-entry into 5 Texas, 4 New Jersey (gas), and 1 Ohio market as well as new entry into 5 Pennsylvania, 4 New Jersey (electric), 1 Kentucky, market resulting in growth of 30 thousand residential customer equivalents.
- Instituted complete modification of policies, procedures, and staff training for Customer Service and Collection departments decreasing aged receivables by \$13 million.
- Decreased bad debt from 6.7 to 1.6 percent and write offs by \$9 million per year.
- Utilized Telecommunications and IT staff to develop and implement an internal voice verification system decreasing use of a third-party verification company by 50% and saving over \$100 thousand in the first nine months.
- Changed required consumer documentation delivery from a print house to electronic files with projected savings of over \$150,000 in the first year which also will allow for faster enrollments.
- Created inclement weather system, policy, and procedure whereby call center personnel were capable of working from home with supervisors having full control avoiding any shut down of operations. Implemented similar systems to enable selected employees to work from home saving overhead costs.
- Established mandatory cross training to enable better coverage for Customer Service, sales and collections, and for the Collections department to handle all customer inquiries as well as produce sales.
- Implemented and managed a new Telecommunications department bringing operations in house saving \$200,000 per year.
- Implemented and managed the operation of all utility payment methodologies, data analysis, data mining and billing procedures.
- Maintained managerial oversight of all collections activities including collection agencies and outsourcing related to \$50 million of revenue.

Email: Joe\_Waldman@yahoo.com, Phone (732) 598-7323

832 Margaritaville Ave, Daytona Beach, FL 32124

- Designed, implemented and supervised corporate telecommunications systems including IVRs and ACD.
- Aggressively implemented numerous operational improvements in multiple departments resulting in increased revenue generation of over \$25 million using improved internal procedures, better utility and regulatory relations, and assuring retention of key staffing personnel.

**Employer: Total Gas & Electric, MX Energy, Edison, NJ**

**Position: Operations Manager**

**9/01 – 01/06**

- Managed daily billing and monthly operations in twenty-nine utilities with annual revenue over \$200 million.
- Created and restructured collections departments for TG&E and MX Energy in over twenty-nine utilities and fifteen states by hiring collectors, outsourcing older debt, setting aggressive goals and implementing necessary policies and procedures. This resulted in millions of dollars of additional revenue.
- Managed and trained Collections, Customer Service, and IT Departments on policies procedures and regulatory regulations.
- Provided monthly reports to CFO on Collections, Customer Service and IT Department activities.
- Improved numerous regulatory inefficiencies resulting in better data quality control and improved cash flow from the utilities.
- Provided month end closing commodity volume and billing data to CEO and Comptroller.
- Managed and maintained customer database information on all consumption, payment, and billing histories for over 100,000 customers.
- Instructed both internal and external programmers on modifications, enhancements, and quality control.
- Coordinated with Customer Service, IT, Collections, and Enrollment Departments to ensure quick and proper responses regarding all system upgrades, customer requests, regulatory mandates, and management inquiries.
- Maintained and cultivated quality working relationships with numerous state agencies.
- Worked in conjunction with Regulatory Department to ensure tariffs, regulations and commission orders were properly implemented.
- Attended meetings with the utilities and regulatory bodies in order to inform company personnel as to changes that could affect our business models.

**Employer: Profile Consultants, Freehold, NJ**

**Position: Private Investigator**

**10/00 – 9/01**

- Provided investigative services for large Insurance firms to assist in determining validity of insurance claims.
- Business, department of motor vehicles, professional licenses, and bankruptcy searches.
- Surveillance to determine amount of activity and severity of disability of claimant.

**Employer: Waldman Trading, Morganville, NJ**

**Position: President, Equity Trading**

**10/98 – 10/00**

- Momentum trading in Listed and OTC stocks.
- Buying and writing options against long and short positions.
- Arbitrage on takeovers and speculation.

**Employer: Tradition Government Securities, Inc., New York, NY**

**Position: Manager, Government Bond Clearing Department**

**8/96 – 9/98**

- Organized and established department for “blind” brokerage for both GSCC dial up and Chase BDAS computer systems.
- Trained and managed personnel on clearance concepts, operations and input on Chase and GSCC systems.
- Instrumental in ensuring my department had the best comparison record with GSCC of all repo brokers.
- Daily start-up and troubleshooting of all GSCC incompatible trades and operational problems.
- Cleared DTC and physical trades through Chase Bank.

- Interacted with brokers and dealers.

**Employer:** Yamaichi International (America), Inc., New York, NY

**Positions:** Associate, Analyst, Trader Global Arbitrage Department

8/91 - 2/96

- Analyzed and graphed calendar spreads and rolls in all sectors of G-7 countries.
- Traded and tracked rolls throughout the day in U.S. sector.
- Responsible for financing arbitrage trader's long and short positions in US government securities for both on and off-the-run issues.
- Traded both overnight and term general collateral, on the run, and cheapest to deliver issues.
- Financed Japanese Government Bond positions with Tokyo firms.
- Maintained margin requirements for firm's positions with other brokerage houses.
- Hedged arbitrage positions.

## **Education**

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- Bachelor of Science, City University of New York at Brooklyn College  
Major: Business, Management, and Finance

## **Associations**

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- National Energy Marketers Association 2006 – 2019
- Co-Chair Northeast Gas and Electric Policy 2006 – 2011
- Co-Chair National Retail Natural Gas Policy 2010 – 2011
- Co-Chair National Retail Electricity Policy 2013 – 2014
- Co-Chair Consumer Rights and Marketer Code of Conduct Policy 2013 – 2014

## **Community**

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- Elected member of the Marlboro Township Board of Education April 2001.
- Re-elected member of the Marlboro Township Board of Education April 2004, 2007 and 2011. Vice President 2005-2007.
- Chairperson Marlboro Township Safe Schools Task Force 2002 - 2013.
- Chairperson Marlboro Township Technology Committee 2002 - 2013.

## **References**

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- Ananda Goswami, SVP, Vertex One
- Perry Wilson, CEO Northeastern Power
- Matt Judkin, CEO Horizon Power & Light LLC
- Larry Leikin, fmr CEO Trusted TPV
- Bill Kinneary, fmr CEO, Powervine Energy

# Matt Judkin

## SUMMARY

Matt offers unique expertise in leadership, industry knowledge, dynamic energy and professional salesmanship which has earned him the respect and admiration of clients, employees and colleagues alike. Matt's mission is to make clients' priorities his own, and to exceed expectations at every turn.

## SKILLS

- Business Strategy
- Leadership
- Residential and Commercial Sales
- Customer Service
- Brokerage Services
- Telemarketing
- Direct Marketing
- Digital Marketing
- Strategic Consulting
- New Business Development

## EXPERIENCE

Horizon Power and Light

President

June 2024-Current

- Acquired retail energy supplier platform which serves approximately 8,000 RCEs
- Construct sales plans to enroll customers in existing licensed markets
- Design expansion plans to increase service territory

Energy BPO

President & Founder

February 2021-Current

- Operate call center which makes outbound sales calls and manages internal customer service calls for portfolio of clients
- Hire new agents and manage existing team for optimal productivity using creative incentive plans and marketing campaigns

Executive Energy Management

Chief Executive Officer & Founder

January 2016-May 2020

- Provided management services and strategic direction to leading sales and service brands across the energy industry

AGR Group

CEO/President/Founder

March 2002-December 2015

- Co-Founded company leveraging compliance, sales and operational expertise to build an original book of business
- Deployed direct sales campaigns to commercial and residential prospects

Energycare

Founder

2015

- A Vegas-based energy-only BPO formed in 2015 that provides customer service and support for distribution utilities and deregulated energy suppliers in North America

Energy Professionals

Founder

2007

- A leading energy broker and consulting firm that services more than 12,000 commercial-only customers throughout North America

Senior VP Business Development, Mueller Worldwide

March 2001-March 2002

- Launched retail energy division for privately held direct marketing company
- Raised funds for international nonprofits and socio-economic issues

# Joanne Gentile

joanne@hplco.com

## EDUCATION

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**Hofstra University – School of Law**  
*Juris Doctor*

**Uniondale, NY**  
1989

**St. John's University, School of Business**  
*Bachelor of Science | Concentration in Marketing*

**Queens, NY**  
1985

## PROFESSIONAL EXPERIENCE

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**Summer Energy Northeast, LLC**  
*Owner*

**New York, NY**  
*November 2024 - Present*

- Provide retail energy services to both residential, small commercial and C & I customers across several states

**Horizon Power and Light, LLC**  
*Owner*

**New York, NY**  
*June 2024 - Present*

- Provide retail energy services to both residential, small commercial and C & I customers across several states

**Energy BPO, LLC**  
*Owner*

**New York, NY**  
*2021 - Present*

- Served the retail energy sector as a Founder, Manager and Investor of Energy BPO since 2021

**Cardali & Cardali, PC**  
*Partner*

**New York, NY**  
*1992 - 2015*

- Assisted in operations and the management of the law firm
- Responsible for the bookkeeping and management of operating, escrow and payroll accounts
- Managed and assisted in the hiring and dismissal of employees
- Assisted in the acquiring and implementation of health care services, accounting services and IT services
- Responsible for general negligence and medical malpractice case load
- Court conference and trial appearances primarily in all New York City borough State Courts

**Cardali & Cardali, PC**  
*Associate*

**New York, NY**  
*1985 - 1992*

- Assisted in all office operations and administrative functions
- Worked on various office projects implementing computers and case management systems
- Performed Supreme Court filings, State and Federal agency filings

## ADDITIONAL INFORMATION

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**Skills:** Microsoft Office, Legal / Brief writing, Research, Administrative Operations

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FEB 11 2025

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

ROBERT L. EHRLICII, JR.  
GOVERNOR

MICHAEL S. STEELE  
LIEUTENANT GOVERNOR



KENNETH D. SCHISLER  
CHAIRMAN

J. JOSEPH CURRAN, III  
HAROLD D. WILLIAMS  
ALLEN M. FREIFELD

## PUBLIC SERVICE COMMISSION

#21, 2/23/05 AM; ML#s 95635, 95719, 95733 and 95853  
License Reference No.: IR-704

February 23, 2005

Mr. Tom D. O'Leary, Manager  
Horizon Power and Light, LLC  
20 Greenway Plaza, Suite 600  
Houston, Texas 77046

Dear Mr. O'Leary:

On December 20, 2004, Horizon Power and Light, LLC filed an Application for a license to supply electricity or electric generation services in Maryland pursuant to Commission Order No. 75608 issued on September 10, 1999 in Case No. 8738. The Company proposes to provide electricity supplier/marketer services throughout Maryland for commercial customers.

After considering this matter at the February 23, 2005 Administrative Meeting, the Commission granted Horizon Power and Light, LLC a license to operate as an electricity supplier/marketer in Maryland in accordance with its Application (License Reference Number IR-704). Before providing electricity supplier services, the Company is directed to file the appropriate service agreements to comply with the licensing requirements within 30 days of execution.

Horizon Power and Light, LLC is reminded that it is under a continuing obligation to notify the Commission of any substantial changes to the information upon which the Commission relied in granting this license. Additionally, Horizon Power and Light, LLC is instructed to provide financial statements after six months and at the end of each year to assess and monitor the performance of this entity.

By Direction of the Commission,

O. Ray Bourland  
Executive Secretary

ORB/gjd

cc: John Sillin, Director, Integrated Resource Planning  
Patricia Smith, People's Counsel  
Rebecca Bowman, Esquire, Office of the Attorney General

PUBLIC SERVICE COMMISSION OF THE DISTRICT OF COLUMBIA  
1333 H STREET, N.W, SUITE 200, WEST TOWER  
WASHINGTON, D.C. 20005

ORDER

January 16, 2007

FORMAL CASE NO. EA-05-1, IN THE MATTER OF THE APPLICATION OF  
HORIZON POWER AND LIGHT FOR AN ELECTRICITY LICENSE, Order No.  
14169

1. By this Order, the Public Service Commission of the District of Columbia ("Commission") grants Horizon Power and Light, LLC's ("Horizon" or "Applicant") request to serve residential customers.

2. On November 3, 2006, the Commission, in Order No. 14109,<sup>1</sup> granted Horizon a license to serve as an electricity supplier in the District of Columbia.<sup>2</sup> That Order stated that Horizon intended to market electricity for sale to commercial customers.<sup>3</sup> On November 30, 2006, Horizon filed a request to serve residential customers along with the previously approved commercial customers.<sup>4</sup> The Applicant averred that it would not "accept prepayments or deposits from (commercial and residential) customers."<sup>5</sup> After reviewing this matter, the Commission finds that Horizon has sufficient financial integrity to serve both classes of customers and, therefore, grants its request.<sup>6</sup>

**THEREFORE, IT IS ORDERED THAT:**

3. Horizon Power and Light, LLC's request to serve residential customers is hereby **GRANTED**.

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<sup>1</sup> *Formal Case No. EA 05-1, In the Matter of the Application of Horizon Power and Light, LLC for an Electricity Supplier License, Order No. 14109, rel. November 3, 2006 ("Order No. 14109").*

<sup>2</sup> D.C. Code, 2001 Ed. § 34-1501(17) defines, in part, an electricity supplier as "a person, including an aggregator, broker, or marketer, who generates electricity; sells electricity; or purchases, brokers, arranges or, markets electricity for sale to customers."

<sup>3</sup> Order No. 14109 at 1.

<sup>4</sup> *Formal Case No. EA 05-1, Letter from Tom D. O'Leary, Chairman, CFO, and COO for Horizon to the Commission Secretary Office, dated November 28, 2006, filed November 30, 2006 ("Request").*

<sup>5</sup> Request at 1.

<sup>6</sup> See Order No. 14109 at 2.

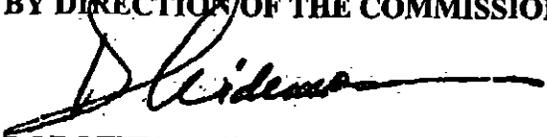
Order No. 14169

Page 2

A TRUE COPY:

BY DIRECTION OF THE COMMISSION:

CHIEF CLERK

  
DOROTHY WIDEMAN  
COMMISSION SECRETARY

STATE OF ILLINOIS

ILLINOIS COMMERCE COMMISSION

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PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Horizon Power and Light, LLC	:	
	:	18-0867
Application for Certificate of Service	:	
Authority under Section 16-115 of the	:	
Public Utilities Act.	:	

ORDER

By the Commission:

**I. INTRODUCTION AND PROCEDURAL HISTORY**

On April 24, 2018, Horizon Power and Light, LLC ("Applicant") filed a verified Application with the Illinois Commerce Commission ("Commission") to operate as an alternative retail electric supplier ("ARES") in Illinois pursuant to Section 16-115 of the Public Utilities Act ("Act"), 220 ILCS 5/1-101 et seq., and 83 Ill. Adm. Code 451 ("Part 451"). Applicant originally requested a certificate of service authority ("Certificate") to serve all retail customers in the service territories of Mid-American Energy Company, Ameren Illinois Company d/b/a Ameren Illinois ("AIC") and Commonwealth Edison Company ("ComEd"), under Subpart D of Part 451. Applicant filed Amended Applications on May 21 and June 8, 2018. Applicant eliminated the request for authority to serve customers in the Mid-American Energy Company service territory in the Amended Application filed on June 8, 2018. Applicant provides a response to an Administrative Law Judge's Ruling as Attachment I in the Amended Application filed June 8, 2018. Applicant filed an Errata on June 11, 2018. Applicant submitted its certificate of publication showing that on April 29, 2018 notice of the Application was published in the official State newspaper. Notice of the Amended Application was filed on May 23, 2018.

**II. BACKGROUND AND AUTHORITY SOUGHT BY APPLICANT**

Applicant is a Limited Liability Company under the laws of the State of Maryland and is licensed to do business in Illinois. Applicant requests a certificate of authority to operate as an ARES under Subpart D of Part 451. Applicant states that it has notified the designated agents of AIC and ComEd that it seeks a certificate to offer the sale of electricity and power authority to serve all retail customers in their service territories. Applicant is licensed as an electricity supplier in Maryland and Washington D.C. Applicant indicates that it is not currently licensed to operate as an ARES in Illinois.

Applicant asserts that it will offer electricity services to all eligible residential and nonresidential customers in the AIC and ComEd service territories. Applicant states it will impose no limitations on the number of customers or maximum load to be served. It states it will not deny service to a customer or group of customers nor establish any differences as to prices, terms, conditions, services, or in any other respect whereby

denial or differences are based on race gender or income. It states it will not deny service to a customer or group of customers based on locality nor establish any unreasonable differences as prices terms and conditions, services, products, or facilities as between localities.

Applicant asserts it has not been denied an electric supplier license. As discussed below, Applicant had an electric supplier license revoked by the State of Delaware. Applicant does not request authority to provide single billing services.

### **III. REQUIREMENTS UNDER SECTION 16-115 OF THE ACT**

#### **A. General**

Applicant certifies that it will comply with all applicable regulations; provide service only to retail customers eligible to take such services; and comply with informational and reporting requirements established by Commission rule. Applicant asserts that it will comply with all other applicable Federal, State, regional and industry rules, practices, policies procedures and tariffs for the use, operation, maintenance, safety, integrity, and reliability of the interconnected electric transmission system.

Applicant certifies that it will procure renewable energy resources as required by Section 16-115D and subsection (d) of Section 16-115 of the Act. Applicant certifies that it will source electricity from clean coal facilities as required by Section 16-115(d)(5) of the Act. Applicant states that it will not use electric generation, transmission or distribution facilities that it owns, controls or operates in serving customers.

Applicant agrees to submit good faith schedules of transmission and energy in accordance with applicable tariffs. Applicant certifies that it will provide for review by Commission Staff, on a confidential basis, data related to contracts for the purchase and sale of electric power and energy. Applicant has agreed to adopt and follow rules relating to customer authorizations, billing records, and requests for retail electric services and agrees to retain requests for delivery services transmitted to utilities for a period of not less than two calendar years after the calendar year in which they are created. Applicant has agreed to adopt and follow rules and procedures to preserve the confidentiality of its customers' data.

Pursuant to the requirements of Subpart D of Part 451, Applicant certifies that any marketing materials that make statements concerning prices, terms and conditions of service will contain information that adequately discloses the prices, terms and conditions of the products or services that it is offering or selling to the customer. Applicant certifies that before any customer is switched from another supplier, it will give the customer written information that adequately discloses, in plain language, the prices, terms and conditions of the products and services being offered and sold to the customer. Applicant certifies that it will provide documentation to the Commission and to customers that substantiates any claims made regarding the technologies and fuel types used to generate the electricity offered or sold to customers. Applicant commits to provide to its customers itemized billing statements that describe the products and services provided to the customer and their prices; and an additional statement, at least annually, that adequately discloses the average monthly prices, and the terms and conditions, of the products and services sold to the customer.

Applicant certifies that it will include materials comprising the consumer education program pursuant to Section 16-117 of the Act with all initial mailings to potential residential and small commercial retail customers and before executing any agreements or contracts with such customers. Applicant certifies that it will also provide, upon request, consumer education program materials pursuant to Section 16-117 of the Act, at no charge to residential and small commercial retail customers. Applicant certifies that it will provide to residential and small commercial retail customers on a semi-annual basis information on how to obtain a list of alternative retail electric suppliers that have been found in the last three years by the Commission to have failed to provide service in accordance with the terms of their contracts pursuant to Section 16-117(g) (4) (C) of the Act.

The Applicant agrees that in the event the Applicant bills any residential customer directly for supply, the Applicant shall ensure that when marketing to residential customers who receive any type of low income energy assistance, the Applicant has entered into the necessary agreements to allow low-income customers to receive Low Income Home Energy Assistance Program ("LIHEAP") benefits and Percentage of Income Payment Plan ("PIPP") benefits. If, in the future, the Applicant is granted Commission authorization to provide supplier single billing to residential customers, the Applicant shall ensure that, when marketing to residential customers who receive any type of low-income energy assistance, the Applicant has entered into the necessary agreements to allow low-income customers to receive LIHEAP benefits and PIPP benefits.

#### **B. Financial, Technical, and Managerial Qualifications**

Applicant asserts that it meets the financial qualifications set forth in Part 451.320(b). Applicant provides a copy of its license or permit bond as required by Section 451.50 in Attachment D.

Applicant represents that it meets the technical and managerial qualifications set forth in Section 16-115(d)(1) of the Act and Sections 451.330 and 451.340 of Part 451. Attachments F and G to the Application contain information regarding the technical and managerial qualifications of Applicant's staff. A corporate organizational chart is also provided in Attachment G. Applicant states that it will not rely upon agents or contractors to meet the technical and managerial requirements. Applicant provides a telephone number and facsimile number through which it states a staff member can be reached at all times.

Applicant asserts that it will maintain sufficient managerial resources and abilities to provide the service for which it has certificate authority.

#### **IV. CUSTOMER COMPLAINTS**

Applicant states that it has no formal complaints filed against it in the past five years. Applicant indicates that it was formerly licensed as an ARES in Delaware. Applicant states that in 2008, the Delaware Commission initiated an investigation of it regarding complaints of its rates and billing process. Applicant says that it relinquished its Delaware license pursuant to a settlement agreement in 2009. The settlement provided that Applicant could reapply for a license after two years.

In Attachment I, Applicant describes the processes that it has implemented to avoid similar complaints in the future. Applicant observes that the investigation was initiated nearly ten years ago. Applicant indicates that it has a robust compliance program that relies on internal and external resources to ensure that its processes and procedures are compliant with state standards. Applicant states that it serves customers in Maryland and Washington D.C. and no formal complaints have been filed there in the past five years.

#### **V. REQUEST FOR CONFIDENTIAL TREATMENT**

Applicant seeks confidential treatment of Attachments E, J, and I to the Application and Amended Applications for a period of two years. These Attachments comprise its financial information and internal policies. Applicant indicates that the Attachments contain highly proprietary and confidential commercial and financial information, the disclosure of which to competitors would likely cause substantial injury to Applicant's competitive position.

#### **VI. COMMISSION ANALYSIS AND CERTIFICATE OF SERVICE AUTHORITY**

The Commission has reviewed the request for confidential treatment and finds that it is appropriate to grant a two-year period of confidential treatment for Attachments E, J, and I to the Application and Amended Applications. The Commission concurs with Applicant that disclosure of the redacted information and use by a competitor is apt to cause the Applicant competitive harm. Applicant's confidential information in the Commission's possession should, therefore, be accessible only by the Commission and Commission Staff, for a period of two years unless such information is or becomes publicly available from another source.

The Commission has reviewed the Application and attachments along with the supplementary information provided by Applicant. The Commission finds that the Applicant sufficiently demonstrates compliance with the Part 451 requirements. It is noted that no demonstration of compliance with the requirements of Section 451.20(d)(2) has been made and Applicant's employees are not permitted to perform such functions, and other entities are not permitted to perform such functions pursuant to contractual arrangements with Applicant.

The Commission concludes, therefore, that Applicant's request for a certificate of service authority to operate as an ARES in Illinois should be granted and should include the following authority:

#### CERTIFICATE OF SERVICE AUTHORITY

IT IS CERTIFIED that Horizon Power and Light, LLC is granted service authority to operate as an Alternative Retail Electric Supplier as follows:

**SERVICE TO BE PROVIDED:** The sale of electricity and power.

**PRIMARY CUSTOMER CLASS TO BE SERVED:** All eligible residential and nonresidential retail customers.

GEOGRAPHIC REGIONS SERVED: The service areas of Ameren Illinois Company d/b/a Ameren Illinois and Commonwealth Edison Company.

## VII. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having reviewed the entire record, is of the opinion and finds that:

- (1) Applicant, Horizon Power and Light, LLC, a Limited Liability Company organized under the laws of Maryland seeks a certificate of service authority to operate as an alternative retail electric supplier under Section 16-115 of the Act;
- (2) the Commission has jurisdiction over the Applicant and the subject matter hereof;
- (3) the facts recited and conclusions reached in the prefatory portion of this Order are supported by the record and are hereby adopted as findings of fact as required by Section 16-115(d) of the Act;
- (4) Applicant has demonstrated that it possesses sufficient financial, managerial and technical resources and abilities to provide power and energy to all eligible residential and nonresidential retail customers throughout the service areas of Ameren Illinois Company d/b/a Ameren Illinois and Commonwealth Edison Company;
- (5) Applicant has complied with Section 16-115(d)(1) through (5) and (8) of the Act and 83 Ill. Adm. Code 451;
- (6) Section 7(1)(g) of the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., exempts from disclosure:

Trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested;

- (7) Attachments E, J, and I to the Application and Amended Applications fall within the exemption stated in Finding (6);
- (8) Attachments E, J, and I should be exempt from public disclosure under Section 7(1)(g) of the Illinois Freedom of Information Act for a period of two years from the date this Order is entered; and

- (9) Horizon Power and Light, LLC should be granted a certificate of service authority to operate as an alternative retail electric supplier as specified in Section VI of this Order.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that Horizon Power and Light, LLC is hereby granted a Certificate of Service Authority as set forth in Section VI of this Order.

IT IS FURTHER ORDERED that Horizon Power and Light, LLC shall comply with all applicable Commission rules and orders now and as hereafter amended.

IT IS FURTHER ORDERED that the documents filed by Horizon Power and Light, LLC and identified above are afforded proprietary treatment and are exempt from public disclosure and will be accessible only by the Commission and the Commission Staff until June 28, 2020.

IT IS FURTHER ORDERED that pursuant to Section 10-113(a) of the Public Utilities Act and 83 Ill. Adm. Code 200.880, any application for rehearing shall be filed within 30 days after service of the Order on the party.

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this 12th day of July, 2018.

(SIGNED) BRIEN SHEAHAN

Chairman

**EXHIBIT 4**

**Customer Disclosure Statement with Contract Summary**

**RECEIVED**

FEB 11 2025

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

## Pennsylvania Natural Gas Supply Contract Summary

Natural Gas Supplier Information	<p>Horizon Power and Light, LLC, 5847 San Felipe Suite 3700, Houston, Texas 77057            Phone: 1-866-727-5658 PUC License: _____ www.hplco.com</p> <p>You have chosen Horizon Power and Light, LLC (“Horizon”) as your natural gas supplier. Horizon is not affiliated with your Natural Gas Distribution Company (“NGDC”). Horizon is responsible for the electricity generation charges on your bills. These charges will appear on your NGDC bills separate and apart from your NGDC’s charges for delivering your electricity</p>
Price Structure	<b><u>Fixed Price</u></b>
Generation/Supply Price	The price you will pay during the Initial Term of this agreement will be \$[0.____] per therm.
Statement Regarding Savings	There are no guaranteed savings.
Deposit Requirements	None
Incentives	None
Contract Start Date	This agreement will begin on the date set by your NGDC
Contract Duration/Length	This Agreement will continue for ____ billing cycles (the “Initial Term”)
Cancellation/Early Termination Fees	\$ _____
End of Contract	This Agreement will continue until either party provides notice of its intent to cancel the Agreement. If you have a fixed duration contract 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.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Horizon by phone at 1-866-727-5658 or by email at <a href="mailto:customer-care@hplco.com">customer-care@hplco.com</a>

Version No. \_\_\_\_\_

# Pennsylvania Disclosure Statement

## General Terms and Conditions

**1. AGREEMENT TO SELL AND PURCHASE ENERGY:** This is an Agreement between Horizon Power and Light, LLC (“Horizon” or “Seller”), an energy supplier licensed by the Pennsylvania Public Utility Commission; our license numbers are: [insert license numbers] and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate natural gas supply service and begin enrollment with Horizon (the “Contract” and/or “Agreement”), which includes the Contract Summary and these Terms and Conditions. You agree to purchase natural gas service from Horizon for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Contract Summary and these Terms and Conditions of this Agreement, Horizon agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the natural gas supply, as estimated by Horizon, necessary to meet Customer’s requirements based upon consumption data obtained by Horizon or the delivery schedule of the Natural Gas Distribution Company (the “NDC” or “Utility”). The amount of natural gas delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Horizon or the NDC’s delivery schedule. The NDC will continue to deliver the natural gas supplied by Horizon. You will receive a single bill from your local utility that will contain your natural gas distribution charges and Horizon charges. For residential customers, there is no charge for starting or stopping natural gas service if done within the terms of this Agreement.

### 2. DEFINITIONS.

**Interstate Pipeline Charges**-Charges for moving natural gas to the distribution lines of a distribution company.

**Commodity Charges**- The charges for the natural gas product which is sold either in cubic feet or dekatherms.

**Distribution Charges**- The charge for the delivery of natural gas from the city gate to the consumer.

**3. PRICE; BILLING:** The price for all natural gas sold under this Agreement shall include and be subject to all applicable taxes and fees but does not include state sales tax and county tax. Customer usage for natural gas delivered under this Agreement, will be measured by the Utility. Customer will receive a single bill for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility bill. If the Customer fails to pay its Utility bill or fails to meet any agreed-upon payment arrangement, the Customer’s service may be cancelled in accordance with the Utility’s tariffs and the Customer’s Agreement with Horizon. Horizon does not offer budget billing services. Customer has the right to request from Horizon up to twenty-four (24) months of Customer’s Horizon charges. Natural gas supply prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Historical pricing is not indicative of present or future pricing.

### Natural gas

**Price – Fixed Rate:** The price you will pay during the Initial Term of this Agreement will be \$[0.\_\_\_\_] per therm. The fixed rate shall reflect the cost of natural gas obtained from all sources (including capacity, settlement, and ancillaries). This Agreement does not include utility charges. In the event of a material change in any Non-Commodity Cost component of the Fixed Price, including Ancillary services Cost, Capacity Costs, Transmission Costs, Balancing Congestion Costs, whether or not through regulatory, administrative, or legislative action, court order, action of a governmental entity, actions taken by third parties not under your or our control, such as the NGDC or FERC, Horizon may choose to either cancel this Agreement or revise Customer’s Fixed Price in its sole discretion in order to reflect such material changes. Customer will be informed of any such revisions to the Fixed Price in writing in accordance with paragraph 7 of this Agreement

**4. TERM** This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the “Initial Term”). See also Section 7 below.

**5. CONTRACT AMENDMENT:** In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Horizon incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by two separate notices discussed in Section 7 below.

**6. RIGHT OF RESCISSION:** Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of this disclosure statement. This Agreement shall not be legally binding upon the residential or small business

Customer until the three (3) business day rescission period has expired at midnight of the third business day after receiving this disclosure. Customer may contact Horizon in writing or by phone by contacting us. See contact information below.

**7. RENEWAL:** If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 60-75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward. You will not be subject to a penalty of fee if you cancel the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

**8. CANCELLATION BY HORIZON:** During the Initial Term, Horizon reserves the right to cancel this Agreement at any time for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. This Agreement shall automatically cancel if the requested service location is not served by the Utility, Residential customers moves outside the Utility service area or to an area not served by Horizon, disability that renders the Customer of record unable to pay for Horizon service and/or the Customer of record's death.

**9. EFFECT OF CANCELLATION:** If Horizon cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility.

**10. CANCELLATION:** Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your Utility switches your service back to the utility or to another Supplier and Customer is liable for all Horizon Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided. Some common reasons for cancellation include: **Non-Payment** – If your energy service is cancelled by your Utility, then this Agreement is cancelled on the date that your energy service is cancelled. You will owe us for amounts unpaid for our charges for energy service up to the date of cancellation. **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. **Customer Move** – If the customer moves from the address listed above, this Agreement is cancelled.

**11. PENALTIES, FEES AND EXCEPTIONS:** You may cancel this Agreement at any time. A final bill will be rendered within 45 days after the final scheduled meter reading by the NGDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided. **If you terminate this Agreement before the end of the Initial Term, an Early Termination Fee of \_\_\_ will be charged to you.**

**12. AGENCY:**

Customer hereby designates Horizon as agent to; (a) arrange and administer contracts and service agreements between Customer and Horizon and those entities including the wholesale natural gas provider or driller or producer or pipeline operator and any other entity involved in consummating the natural gas transaction, transmission and delivery of Customer natural gas supplies; and (b) nominate and schedule with the appropriate entities including the NGDC for the delivery of natural gas to the Delivery Point and the Customer's end-use premises. Horizon as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's requirements as established by the NGDC and in response to information provided by the NGDC. These services are provided on an arm's length basis and market-based compensation and may or may not be included in the rate noted above.

**13. DELIVERY POINT, TITLE AND TAXES:** Horizon will cause the energy to be delivered to the applicable utility City Gate (the "Delivery Point"), at Horizon's sole cost and expense. Customer and Horizon agree that title to, control of, and risk of loss to the natural gas supplied by Horizon under this Agreement will transfer from Horizon to Customer at the Sales Point(s).

**14. WARRANTY:** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Horizon. Horizon makes no representations or warranties other than those expressly set forth in this Agreement, and Horizon expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**15. FORCE MAJEURE:** In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's NGDC, pandemic or Horizon's transportation capacity, or Customer's NGDC's appropriation of natural gas etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**16. LIABILITY:** The sole remedy in any claim or suit by Customer against Horizon will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER HORIZON OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

**17. MEASUREMENT:** Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the NGDC.

**18. DISPUTE RESOLUTION/WAIVER OF JURY TRIAL:** In the event of a billing dispute or a disagreement involving Horizon service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Horizon by telephone or in writing as provided above. If after communication with Horizon, Customer is not satisfied, Customer may contact the Pennsylvania Public Utility Commission by telephone at 1.800.692.7380 or in writing at 400 North St., Harrisburg, PA 17120. **ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. 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 OR PERTAINING TO THE MARKETING OR PERFORMANCE OF HORIZON'S SERVICES.**

**19. ASSIGNMENT:** Customer may not assign its interests in and obligations under this Agreement without the express written consent of Horizon. Horizon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the Pennsylvania Public Utility Commission. In the event this Agreement is to be assigned to another energy supplier, or other entity, Horizon will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that the contract terms and conditions will remain unchanged.

**20. TELEPHONIC COMMUNICATION:** By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Horizon its affiliates and/or assigns, at the telephone number(s) you provide to Horizon its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**21. INFORMATION RELEASE AUTHORIZATION:** Throughout the term, you authorize Horizon to obtain information from the NGDC that includes, but is not limited to: consumption history, billing determinant, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information, including Customer's personal information including name, address, telephone number will not be disclosed to a third-party unless required by law and may be used by Horizon to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to Horizon. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Horizon or calling Horizon at 1-866-727-5658. Horizon reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**22. CONTACT INFORMATION:** Customer may contact Horizon Service Contact Center 1-866-727-5658, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Horizon at: 5847 San Felipe Suite 3700, Houston, Texas 77057. You may also visit us online at [www.hplco.com](http://www.hplco.com). Shopping for a natural gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) by calling the Commission at 1.800.692.7380 or write to Pennsylvania Public Utility Commission at: 400 North Street, Keystone Bldg., Harrisburg, PA 17120, or calling the Office of Consumer Advocate at 1.800.684.6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**23. EMERGENCY SERVICE:** Your NGDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the NGDC.

**24. CHOICE OF LAWS:** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

**25. PARTIES BOUND:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**26. CONFIDENTIALITY:** Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Horizon

**27. FORWARD CONTRACT:** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) natural gas supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

**Customer's Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Horizon Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Pennsylvania Natural Gas Supply Contract Summary

Natural Gas Supplier Information	Horizon Power and Light, LLC, 5847 San Felipe Suite 3700, Houston, Texas 77057 Phone: 1-866-727-5658 PUC License: _____ www.hplco.com You have chosen Horizon Power and Light, LLC ("Horizon") as your natural gas supplier. Horizon is not affiliated with your Natural Gas Distribution Company ("NGDC"). Horizon is responsible for the electricity generation charges on your bills. These charges will appear on your NGDC bills separate and apart from your NGDC's charges for delivering your electricity
Price Structure	<b><u>Variable Price</u></b>
Generation/Supply Price	The price you will pay for the first billing cycle will be \$[0.____] per therm. Thereafter the price each month will vary each billing cycle on the following factors: Horizon's actual and estimated costs of obtaining wholesale natural gas supply from any sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation costs incurred by Horizon, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. This Agreement does not include Utility charges. There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month's variable price upon receipt of your monthly bill.
Statement Regarding Savings	There are no guaranteed savings.
Deposit Requirements	None
Incentives	None
Contract Start Date	This agreement will begin on the date set by your NGDC
Contract Duration/Length	This Agreement will continue until either party provides notice of its intent to cancel the Agreement.
Cancellation/Early Termination Fees	\$_____
End of Contract	This Agreement will continue until either party provides notice of its intent to cancel the Agreement. If you have a fixed duration contract 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.
Right of Rescission	You may cancel this Agreement at any time before midnight of the third business day after receiving this disclosure statement by contacting Horizon by phone at 1-866-727-5658 or by email at <a href="mailto:customerare@hplco.com">customerare@hplco.com</a>

# Pennsylvania Disclosure Statement

## General Terms and Conditions

**1. AGREEMENT TO SELL AND PURCHASE ENERGY:** This is an Agreement between Horizon Power and Light, LLC (“Horizon” or “Seller”), an energy supplier licensed by the Pennsylvania Public Utility Commission; our license numbers are: [insert license numbers] and the undersigned customer (“Buyer” or “Customer” or “you”) under which Customer shall initiate natural gas supply service and begin enrollment with Horizon (the “Contract” and/or “Agreement”), which includes the Contract Summary and these Terms and Conditions. You agree to purchase natural gas service from Horizon for the Account Number(s) and Service Address(es) identified by you during the Telephone Enrollment Third Party Verification, the execution of the Sales Agreement, and/or the Web Enrollment (which serves as an electronic signature all of which will be followed by written confirmation by U.S. Mail or electronic mail). Subject to the Contract Summary and these Terms and Conditions of this Agreement, Horizon agrees to sell and facilitate delivery, and Customer agrees to purchase and accept the natural gas supply, as estimated by Horizon, necessary to meet Customer’s requirements based upon consumption data obtained by Horizon or the delivery schedule of the Natural Gas Distribution Company (the “NDC” or “Utility”). The amount of natural gas delivered supplied under this Agreement is subject to change based upon data reflecting Customer’s consumption obtained by Horizon or the NDC’s delivery schedule. The NDC will continue to deliver the natural gas supplied by Horizon. You will receive a single bill from your local utility that will contain your natural gas distribution charges and Horizon charges. For residential customers, there is no charge for starting or stopping natural gas service if done within the terms of this Agreement.

### 2. DEFINITIONS.

**Interstate Pipeline Charges-**Charges for moving natural gas to the distribution lines of a distribution company.

**Commodity Charges-** The charges for the natural gas product which is sold either in cubic feet or dekatherms.

**Distribution Charges-** The charge for the delivery of natural gas from the city gate to the consumer.

**3. PRICE; BILLING:** The price for all natural gas sold under this Agreement shall include and be subject to all applicable taxes and fees but does not include state sales tax and county tax. Customer usage for natural gas delivered under this Agreement, will be measured by the Utility. Customer will receive a single bill for both commodity service and delivery costs from the Utility and payment is due by date provided on Customer’s Utility bill. If the Customer fails to pay its Utility bill or fails to meet any agreed-upon payment arrangement, the Customer’s service may be cancelled in accordance with the Utility’s tariffs and the Customer’s Agreement with Horizon. Horizon does not offer budget billing services. Customer has the right to request from Horizon up to twenty-four (24) months of Customer’s Horizon charges. Natural gas supply prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution prices and services. The Federal Energy Regulatory Commission regulates transmission prices and services. Historical pricing is not indicative of present or future pricing.

### Natural gas

**Price – Variable Rate:** The price you will pay for the first billing cycle will be \$[0.\_\_\_\_] per therm. Thereafter the price each month will vary each billing cycle on the following factors: Horizon’s actual and estimated costs of obtaining wholesale natural gas supply from any sources, including but not limited to prior period adjustments, capacity, inventory and balancing costs, transportation costs incurred by Horizon, utility fees, and other market and business related factors such as administrative costs, expenses, and margins. This Agreement does not include Utility charges. **There is no limit on how much the price may change from one billing cycle to the next. The price of energy can change each billing period. You will be notified of your next month’s variable price upon receipt of your monthly bill.** For variable pricing plans, you may obtain the previous 24 months’ average monthly pricing for your rate class and Utility service territory by visiting us at [insert website where this information will be reflected] or contacting us at the contact information contained in Section 22 below. You can contact Horizon each month at 866-727-5658 to obtain your current rate for that day

**4. TERM** This Agreement shall begin on the date set by your Utility and shall continue for the term set forth in the Contract Summary (the “Initial Term”). See also Section 7 below.

**5. CONTRACT AMENDMENT:** In the event that there is a change (including changes in interpretation) in law, regulation, rule, ordinance, order, directive, filed tariff, decision, writ, judgment, or decree by a governmental authority, or in the event any of the foregoing which is existing as of the date of this Agreement is implemented or differently administered, including, without limitation, changes in tariffs, protocols market rules, load profiles, and such change results in Horizon incurring additional costs and expenses in providing the services contemplated herein, these additional costs and expenses may, at our option, be assessed in your monthly bills for service as additional pass-through charges and you will be notified of these changes in service terms by two separate notices discussed in Section 7 below.

**6. RIGHT OF RESCISSION:** Residential and small business Customers will have a three (3) business day right of rescission period following the receipt of this disclosure statement. This Agreement shall not be legally binding upon the residential or small business Customer until the three (3) business day rescission period has expired at midnight of the third business day after receiving this disclosure. Customer may contact Horizon in writing or by phone by contacting us. See contact information below.

**7. RENEWAL:** If you have a fixed duration contract approaching the expiration date, or whenever we propose to change the terms of service, you will receive two separate notices before the contract ends or the changes happen. You will receive the first notice 60-75 days before, and the second notice 45 days before the expiration date or the date the change becomes effective. These notices will explain your options going forward. You will not be subject to a penalty of fee if you cancel the Agreement at any time between the date the options notice is issued and the expiration of the Agreement.

**8. CANCELLATION BY HORIZON:** During the Initial Term, Horizon reserves the right to cancel this Agreement at any time for any reason upon thirty (30) days written notice to Customer at the Service Address you provided. This Agreement shall automatically cancel if the requested service location is not served by the Utility, Residential customers moves outside the Utility service area or to an area not served by Horizon, disability that renders the Customer of record unable to pay for Horizon service and/or the Customer of record's death.

**9. EFFECT OF CANCELLATION:** If Horizon cancels this Agreement early, Customer will be returned to the Utility unless Customer selects a different third-party supplier. The effective cancellation date will be determined by the Utility.

**10. CANCELLATION:** Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your Utility switches your service back to the utility or to another Supplier and Customer is liable for all Horizon Energy charges until Customer's switch to the Utility or another supplier is effective. A final bill will be rendered within 45 days after the final scheduled meter reading by the Utility or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided. Some common reasons for cancellation include: **Non-Payment** – If your energy service is cancelled by your Utility, then this Agreement is cancelled on the date that your energy service is cancelled. You will owe us for amounts unpaid for our charges for energy service up to the date of cancellation. **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. **Customer Move** – If the customer moves from the address listed above, this Agreement is cancelled.

**11. PENALTIES, FEES AND EXCEPTIONS:** You may cancel this Agreement at any time. A final bill will be rendered within 45 days after the final scheduled meter reading by the NGDC or if access is unavailable, an estimate of usage will be used for the final bill, which will be true-up when the final meter reading is provided. **There is no early cancellation fee for variable rate plans.**

**12. AGENCY:**

Customer hereby designates Horizon as agent to; (a) arrange and administer contracts and service agreements between Customer and Horizon and those entities including the wholesale natural gas provider or driller or producer or pipeline operator and any other entity involved in consummating the natural gas transaction, transmission and delivery of Customer natural gas supplies; and (b) nominate and schedule with the appropriate entities including the NGDC for the delivery of natural gas to the Delivery Point and the Customer's end-use premises. Horizon as agent for the Customer will schedule the delivery of adequate supplies of natural gas that meet the Customer's requirements as established by the NGDC and in response to information provided by the NGDC. These services are provided on an arm's length basis and market-based compensation and may or may not be included in the rate noted above.

**13. DELIVERY POINT, TITLE AND TAXES:** Horizon will cause the energy to be delivered to the applicable utility City Gate (the "Delivery Point"), at Horizon's sole cost and expense. Customer and Horizon agree that title to, control of, and risk of loss to the natural gas supplied by Horizon under this Agreement will transfer from Horizon to Customer at the Sales Point(s).

**14. WARRANTY:** This Agreement, including any enrollment form and applicable attachments, as written makes up the entire Agreement between Customer and Horizon. Horizon makes no representations or warranties other than those expressly set forth in this Agreement, and Horizon expressly disclaims all other warranties, express or implied, including merchantability and fitness for a particular use.

**15. FORCE MAJEURE:** In the event that either party is rendered unable, wholly or in part, to perform that party's obligations under this Agreement due to events not reasonably anticipated or within either party's control, such as, but not limited to, acts of God, curtailment by Customer's NGDC, pandemic or Horizon's transportation capacity, or Customer's NGDC's appropriation of natural gas etc., the Parties agree that such non-performance shall be excused for the duration of the event which caused it. Should the parties have cause to claim force majeure, the claiming party will notify the other party, in writing, of the cause(s) of such event, the anticipated duration of non-performance and the remedies being taken to eliminate the cause. Financial obligations relating to payment for or delivery of natural gas under this Agreement cannot be cause for claiming force majeure and obligations cannot be excused as a result of a force majeure event.

**16. LIABILITY:** The sole remedy in any claim or suit by Customer against Horizon will be direct, actual damages limited to the amount of Customer's single largest monthly invoice amount in the immediately preceding 12 months. Customer waives all other remedies at law or in equity. IN NO EVENT WILL EITHER HORIZON OR CUSTOMER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES. THESE LIMITATIONS APPLY WITHOUT REGARD TO THE CAUSE OF ANY LIABILITY OR DAMAGES. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT.

**17. MEASUREMENT:** Both parties agree hereto to accept for purposes of accounting for quantity, quality and measurement as those reported by the NGDC.

**18. DISPUTE RESOLUTION/WAIVER OF JURY TRIAL:** In the event of a billing dispute or a disagreement involving Horizon service hereunder, the parties will use their best efforts to resolve the dispute. Customer should contact Horizon by telephone or in writing as provided above. If after communication with Horizon, Customer is not satisfied, Customer may contact the Pennsylvania Public Utility Commission by telephone at 1.800.692.7380 or in writing at 400 North St., Harrisburg, PA 17120. **ALL CLAIMS AND DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT OR ARE TO BE SETTLED BY BINDING ARBITRATION IN THE STATE OF PENNSYLVANIA OR ANOTHER LOCATION MUTUALLY AGREEABLE TO THE PARTIES. THE ARBITRATION SHALL BE CONDUCTED ON A CONFIDENTIAL BASIS PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY DECISION OR AWARD AS A RESULT OF ANY SUCH ARBITRATION PROCEEDING SHALL BE IN WRITING AND SHALL PROVIDE AN EXPLANATION FOR ALL CONCLUSIONS OF LAW AND FACT AND SHALL INCLUDE THE ASSESSMENT OF COSTS, EXPENSES, AND REASONABLE ATTORNEYS' FEES. ANY SUCH ARBITRATION SHALL BE CONDUCTED BY AN ARBITRATOR EXPERIENCED IN COMPETITIVE RETAIL ENERGY MARKET AND SHALL INCLUDE A WRITTEN RECORD OF THE ARBITRATION HEARING. THE PARTIES RESERVE THE RIGHT TO OBJECT TO ANY INDIVIDUAL WHO SHALL BE EMPLOYED BY OR AFFILIATED WITH A COMPETING ORGANIZATION OR ENTITY. AN AWARD OF ARBITRATION MAY BE CONFIRMED IN A COURT OF COMPETENT JURISDICTION. 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 OR PERTAINING TO THE MARKETING OR PERFORMANCE OF HORIZON'S SERVICES.**

**19. ASSIGNMENT:** Customer may not assign its interests in and obligations under this Agreement without the express written consent of Horizon. Horizon may sell, transfer, pledge, or assign the accounts, revenues, or proceeds hereof, in connection with any financial agreement and may assign this Agreement to another energy supplier, or other entity as authorized by the Pennsylvania Public Utility Commission. In the event this Agreement is to be assigned to another energy supplier, or other entity, Horizon will provide advance written notice to the Customer with the new energy supplier, or other entity's name, contact information, estimated date of transfer, and confirmation that the contract terms and conditions will remain unchanged.

**20. TELEPHONIC COMMUNICATION:** By accepting this Agreement, you consent to receive calls and/or texts for any purpose, including with marketing offers and other information, from Horizon its affiliates and/or assigns, at the telephone number(s) you provide to Horizon its affiliates and/or assigns, possibly through use of automated technology or pre-recorded voice. You agree that this consent survives the termination of your contract and that your consent to receive marketing communications is not a condition of purchase and may be revoked at any time.

**21. INFORMATION RELEASE AUTHORIZATION:** Throughout the term, you authorize Horizon to obtain information from the NGDC that includes, but is not limited to: consumption history, billing determinant, public assistance status, existence of medical emergencies, status as to whether Buyer has a medical emergency, is human needs, elderly, blind or disabled and data applicable to cold weather periods, tax status and eligibility for economic development or other incentives. This information, including Customer's personal information including name, address, telephone number will not be disclosed to a third-party unless required by law and may be used by Horizon to determine whether it will commence and/or continue to provide energy supply service to Customer. Customer's execution of this Agreement shall constitute authorization for the release of this information to Horizon. This authorization will remain in effect during the Term of this Agreement or any renewal thereof. Customer may rescind this authorization at any time by providing written notice thereof to Horizon or calling Horizon at 1-866-727-5658. Horizon reserves the right to cancel this Agreement in the event Customer rescinds the authorization.

**22. CONTACT INFORMATION:** Customer may contact Horizon Service Contact Center 1-866-727-5658, Monday through Friday 9:00 a.m. - 5:00 p.m. EST (contact center hours subject to change) or write to Horizon at: 5847 San Felipe Suite 3700, Houston, Texas 77057. You may also visit us online at [www.hplco.com](http://www.hplco.com). Shopping for a natural gas supplier is available at [www.PaGasSwitch.com](http://www.PaGasSwitch.com) by calling the Commission at 1.800.692.7380 or write to Pennsylvania Public Utility Commission at: 400 North Street, Keystone Bldg., Harrisburg, PA 17120, or calling the Office of Consumer Advocate at 1.800.684.6560 or at [www.oca.state.pa.us](http://www.oca.state.pa.us).

**23. EMERGENCY SERVICE:** Your NGDC will continue to respond to leaks and emergencies. In the event of a gas leak, service interruption or other emergency, Customer should immediately call the NGDC.

**24. CHOICE OF LAWS:** Venue for any lawsuit brought to enforce any term or condition of this Agreement or to construe the terms hereof shall lie exclusively in the Commonwealth of Pennsylvania. This Agreement shall be construed under and shall be governed by the laws of the Commonwealth of Pennsylvania without regard to the application of its conflicts of law principles.

**25. PARTIES BOUND:** This Agreement is binding upon the parties hereto and their respective successors and legal assigns.

**26. CONFIDENTIALITY:** Customer agrees that for so long as this Agreement remains in effect and for a period of two (2) years following termination of this Agreement, this Agreement and all pricing provided there under is commercially sensitive and shall not, unless required by law, be disclosed to any third party, or any Customer employee without a need to know, without the prior written consent of Horizon

**27. FORWARD CONTRACT:** Each Party acknowledges that: (a) this Agreement is a forward contract and a master netting agreement as defined in the United States Bankruptcy Code ("Code"); (b) this Agreement shall not be construed as creating an association, trust, partnership, or joint venture in any way between the Parties, nor as creating any relationship between the Parties other than that of independent contractors for the sale and purchase of Commodities; (c) Seller is not a "Utility" as defined in the Code; (d) natural gas supply will be provided by Seller under this Agreement, but delivery will be provided by the Utility; and (e) the Utility, and not Seller, is responsible for responding to service problems or emergencies should they occur.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ ALL TERMS AND CONDITIONS AND THAT I AM AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE CUSTOMER.

**Customer's Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Horizon Authorized Representative**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

RECEIVED

FEB 11 2025

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

## CERTIFICATE OF SERVICE

On this the 11<sup>th</sup> day of February, 2025, I certify that a true and correct copy of the foregoing application form for licensing within the Commonwealth of Pennsylvania as a Natural Gas Supplier and all **NON-CONFIDENTIAL** attachments have been served, via First Class U.S. Mail, upon the following:

**Office of Consumer Advocate**

5th Floor, Forum Place  
555 Walnut Street  
Harrisburg, PA 17120

**Office of Small Business Advocate**

Forum Place  
555 Walnut Street, 1st Floor  
Harrisburg, PA 17101

**Pennsylvania Public Utility Commission  
Bureau of Investigation & Enforcement**

Commonwealth Keystone Building  
400 North Street, 2 West  
Harrisburg, PA 17120

**National Fuel Gas Distribution Corp.**

Daniel Czechowicz, Director – Gas Supply Administration  
6363 Main Street  
Williamsville, NY 14221  
PH: 716.857.6917  
e-mail: [czechowiczd@natfuel.com](mailto:czechowiczd@natfuel.com)

**Peoples Natural Gas Company LLC - Peoples Natural Gas  
Division**

Carol Scanlon  
375 North Shore Drive  
Pittsburgh, PA 15212  
PH: 412.208.6931  
e-mail: [Carol.Scanlon@peoples-gas.com](mailto:Carol.Scanlon@peoples-gas.com)

**Philadelphia Gas Works**

Ryan Reeves, Director Supply Transportation & Control  
800 West Montgomery Avenue  
Philadelphia, PA 19122  
PH: 215.787.5103  
email: [pgwchoicesupply@pgworks.com](mailto:pgwchoicesupply@pgworks.com)

**Valley Energy Inc.**

Ed Rogers  
523 South Keystone Avenue  
Sayre, PA 18840-0340  
PH: 570.888-9664  
email: [erogers@ctenterprises.org](mailto:erogers@ctenterprises.org)

**Office of the Attorney General  
Bureau of Consumer Protection**

Strawberry Square, 14th Floor  
Harrisburg, PA 17120

**Department of Revenue  
Bureau of Compliance**

PO Box 281230  
Harrisburg, PA 17128-1230

**Columbia Gas of PA, Inc.**

Transport Support Services  
290 W. Nationwide Blvd.  
Columbus, OH 43215  
PH: 614.460.4980  
e-mail: [transportevaluations@nisource.com](mailto:transportevaluations@nisource.com)

**PECO**

Suzette Adams, Sr. Manager, Gas Supply and  
Transportation  
2301 Market Street, S-18  
Philadelphia, PA 19103  
PH: 215.841.6467  
Email: [Suzette.Adams@exeloncorp.com](mailto:Suzette.Adams@exeloncorp.com)

**Peoples Natural Gas Company LLC - Peoples Gas  
Division**

Carol Scanlon  
375 North Shore Drive  
Pittsburgh, PA 15212  
PH: 412.208.6931  
e-mail: [Carol.Scanlon@peoples-gas.com](mailto:Carol.Scanlon@peoples-gas.com)

**UGI Utilities, Inc. – Gas Division**

Sherry Epler  
1 UGI Drive  
Denver, PA 17517  
PH: 610.796.3447  
Email: [sepler@ugi.com](mailto:sepler@ugi.com)

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Michael Guin

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