

Andrew C. Emerson  
Partner  
aemerson@porterwright.com

Porter Wright  
Morris & Arthur LLP  
41 South High Street  
Suites 2800-3200  
Columbus, OH 43215

Direct: 614-227-2104  
Fax: 614-227-2100  
Main: 614-227-2000

www.porterwright.com  
**porterwright**

CHICAGO  
CINCINNATI  
CLEVELAND  
COLUMBUS  
DAYTON  
NAPLES  
PITTSBURGH  
WASHINGTON, DC

September 30, 2022

Ms. Tanowa M. Troupe  
Docketing Division  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215  
[tanowa.troupe@puco.ohio.gov](mailto:tanowa.troupe@puco.ohio.gov)

Re: *In the Matter of the Renewal Certification Application of SouthStar Energy Services LLC as a Competitive Retail Natural Gas Supplier*, Case No. 07-0378-GA-CSR: Notice of Material Change

Dear Ms. Troupe:

Pursuant to Rule 4901:1-27-11(B)(8), I write on behalf of SouthStar Energy Services LLC d/b/a Ohio Natural Gas ( "ONG") to notify the Commission of a change in ONG's address. Effective October 3, 2022, ONG's new address will be:

30 Ivan Allen, Jr. Blvd. NW  
Suite 900  
Atlanta, Georgia 30308

Attached is a redline of the updated customer contracts, which include the new address and an acknowledgement by the customer to pay charges incurred under the contract. A clean version of the relevant updated contract will be sent to customers.

If you have any questions concerning this update, please let me know.

Sincerely,



Andrew C. Emerson

Enclosure



## Terms and Conditions of Service

~~September 2020~~November 2022

By receiving or continuing to receive service from Ohio Natural Gas® (ONG), you are agreeing to be bound by the terms and conditions of service as set forth below, including provisions regarding Binding Arbitration, and in your welcome letter, Disclosure Statement and other enrollment correspondence (collectively, your “contract”), and to pay for any and all charges associated with your natural gas supply in accordance with your contract. **Please review the general sections that apply to all price plans, as well as sections that apply to the specific price plan you are enrolled in, to ensure that you understand each provision.**

**THIS CONTRACT AFFECTS YOUR RIGHTS. PLEASE REVIEW IT CAREFULLY.** In particular, please review the **Binding Arbitration** agreement set forth on Page 4 below. It requires you to resolve any disputes with ONG through the Public Utilities Commission of Ohio’s Complaint process, in small claims court, or through individual Binding Arbitration. You will not be allowed to resolve any disputes with ONG through a jury trial or a class action.

**Natural Gas Service** – You must be at least 18 years old or an emancipated minor to establish an account with ONG. After your successful enrollment with ONG and confirmation by the utility, ONG will supply your natural gas until either you or ONG cancels your service. Your service with ONG begins on the date established by the utility. Within 3 business days of receiving your enrollment request, ONG will submit your request to the utility. ONG is not responsible for utility delays in processing your enrollment or cancellation request. The utility will deliver the natural gas you purchase from ONG to your premises, read your meter, provide emergency services, and issue your bill each month. The utility will charge you separately for those services. ONG’s charges for natural gas will appear as a separate line item on your bill. Sales tax will appear separately.

For new customers, your contract begins on your effective date as established by the utility, which is based on your utility meter reading date, and continues for the period specified in your Disclosure Statement. For existing ONG customers choosing a new price plan, your contract is generally effective upon your next meter reading date, unless a later effective date is determined between you and ONG.

**ONG Price Plans** – Your Disclosure Statement specifies your price plan, per unit price, and other pricing terms and supplemental services, if you have selected a fixed or variable plan. ONG’s price plans fall into two categories: (1) variable price and (2) fixed price. ONG offers residential pricing for residential customers and commercial pricing for commercial customers. ONG may from time to time offer promotional or discounted prices. Customers may be subject to natural gas consumption limitations, which would be specified in your Disclosure Statement. If you exceed the consumption limitation at any time during your contract duration, ONG reserves the right to terminate your plan upon 14 days’ written notice. In that event, ONG will send you a letter notifying you of this fact and your available options. You will not be charged an early termination charge under these circumstances. If you take no action, you will be automatically placed on ONG’s Variable Price Plan at the standard rate in effect at that time or returned to the utility for service, as specified in such letter. Please read the terms of the offer for more details.

Sales tax and utility charges are not included in the price per Mcf or Ccf, whichever is applicable based on your utility. For new customers, switching fees may apply under the utility’s tariff.

ONG may offer supplemental services or products, such as carbon offsets, which, if selected, may be included in your price plan and your per unit price. Such services or products will be specified in your Disclosure Statement.

**(1) ONG Variable Price Plans:** With an ONG variable price plan, your price per unit of natural gas may change or remain the same on a month-to-month basis. Many factors influence retail natural gas pricing, including the cost to ONG to obtain natural gas on your behalf, which includes commodity, capacity, storage, balancing, transportation to the Delivery Point; the NYMEX prices for that month; operating expenses; all applicable taxes, fees, charges or other assessments, and ONG’s costs, expenses and profit margins. ONG cannot predict the volatility of the market or what its customers will pay for gas in the future. Service under a variable price plan is on a month-to-month contract basis until cancelled by you or ONG. Under a variable price plan, you may switch to another ONG price plan for which you qualify at any time at no additional charge. The per-unit price on a variable price plan may be higher or lower than on another plan, and your price may be higher than the utility price.

**(2) ONG Fixed Price Plans:** With a fixed price plan, ONG charges you a fixed price per unit during the term of the contract. When you select a fixed price plan, you commit to remain with ONG at the same price for the term of your contract. If Dominion Energy Ohio or Vectren Energy Delivery of Ohio is your utility, you commit to remain with ONG at the same price for the term of your contract if you move within the utility's service area. Although ONG's currently available fixed price may change at any time, the price for the term of your contract will be ONG's applicable fixed price in effect at the time you selected your fixed plan. The per-unit price on a fixed price plan may be higher or lower than on another plan, and your price may be higher than the utility price.

**Contract Renewal Provisions for Fixed Price Plans** - This contract will automatically renew on a month-to-month basis on ONG's Variable Price Plan at the standard price in effect at that time, except as set forth below.

ONG will send at least one and may send you up to two notices offering to renew this contract under the same or different terms and conditions, including the applicable early termination charge, if any, and the new fixed price, as well as any other applicable pricing terms. If the contract will renew at a fixed price, and for a longer term than month to month, you will receive the first notice by mail at least forty-five (45) and not more than ninety (90) days prior to the expiration of this contract and the second notice, if applicable, no less than thirty-five (35) days prior to the expiration date of this contract. This contract shall automatically renew in accordance with the terms and conditions indicated in the notices unless you notify ONG between the time of receipt of notice and the expiration of your current contract.

You can also call ONG during that time period to request a new fixed or variable price plan contract, to take effect following the expiration of your current fixed price plan contract. If you select a fixed price plan, you will receive the applicable fixed price in effect when you contact ONG and make your selection.

If you cancel your contract after receiving such notice but prior to the effective date of automatic renewal, you will be obligated under this contract until the end of the then-current term; provided, however, that depending on the utility's cancellation procedures, it may take up to the next full utility billing cycle for your account to be returned to the utility or switched to another supplier, and during that time, the renewal pricing and terms shall apply to service provided by ONG. If you do terminate this contract and do not initiate another contract with ONG, you can choose another gas supplier or, if you do not choose another gas supplier, you will return to the utility for service. If you decide not to renew your contract with ONG, whether you select another plan with us, return your natural gas service to the utility or choose another natural gas supplier, in order to avoid an early termination charge on your current contract, please be sure any actions that you take become effective after your current contract term expires.

**ONG Early Termination Charges** –

If your fixed price plan is terminated during the initial term of your contract, except as specifically set forth in your Disclosure Statement or contract at the time of enrollment, ONG will assess you an early termination charge as set forth in your Disclosure Statement. Such charge is intended to compensate ONG for losses and expenses it estimates it will incur as the result of the early termination of a customer's fixed price plan.

**Billing/Collections** – Based on your price plan, your ONG gas charges will be billed by the utility, along with the utility's charges for its services. By agreeing to these terms and conditions of service, you agree to pay ONG charges in accordance with the utility's payment procedures. If you do not pay your bills in accordance with those payment procedures or if you fail to comply with any agreed-upon payment arrangement, then the utility's service may be terminated in accordance with the utility's tariffs, and this contract may be terminated. Upon termination for nonpayment, you are required to pay the balance owed, including any early termination charges.

ONG reserves the right to bill you directly for our services. ONG and the utility are responsible for collecting amounts owed on their respective bills. Upon 14 days' written notice, ONG may cancel this contract for nonpayment. In that event, you must pay the entire ONG balance due, including any early termination charges.

**Customer Service/Dispute Procedures** – ONG is not responsible for resolving disputes with the utility. However, if you have questions concerning your ONG service, you may call ONG toll-free at 1-888-466-4427 Monday-Friday from eight a.m. to five p.m. ET, excluding certain national holidays. You also may contact us by mail at P.O. Box 14657, Cleveland, OH 44114, or by e-mail at customerservice@ohionaturalgas.com. In the event of a dispute with ONG, you first should contact an ONG customer service representative within 30 days of receipt of your bill. If your complaint is not resolved, you may contact our Customer Care Center and ask for an ONG customer service

supervisor. If your complaint is not resolved after you have called ONG, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO or Commission) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**If you need to report a natural gas leak or emergency, call the utility at the number listed on your bill.**

**Right of Rescission**– If you are a new ONG customer, the utility will send you a letter confirming your ONG enrollment. You may rescind your enrollment without penalty within 7 business days of the postmark date of that letter by contacting the utility by phone (Columbia Gas of Ohio: 1-800-344-4077; Duke Energy: 1-800-544-6900; Vectren Energy Delivery of Ohio: 1-800-227-1376; Dominion Energy Ohio: 1-800-362-7557) or in writing.

**Contract Cancellation/Termination** - You may cancel a variable price plan at any time without an early termination charge. If you cancel a fixed price plan prior to the end of the contract term, early termination charges will apply, as described in "ONG Early Termination Charges" above.

This contract will terminate automatically if the utility does not serve the requested premises, if you move (other than as specified below), or if ONG returns you to the utility's service. You have the right to terminate this contract without penalty if you move to a new location outside of your utility service area. You must notify ONG if you are moving to a new location outside of your utility service area in order to have your early termination charge credited back to you. If Dominion Energy Ohio or Vectren Energy Delivery of Ohio is your utility and you move inside the utility's service area, ONG will continue service at the new location, and you automatically grant the utility the right to forward your new service address to ONG. If Columbia Gas of Ohio or Duke Energy is your utility, you have the right to terminate this contract without penalty if you move to a new location inside your utility service area. Under these circumstances, you must notify ONG in order to have your early termination charge credited back to you. However, ONG can provide service at the new location under a new contract if you notify ONG at the time of your move and establish service with the utility at the new location with ONG as your service provider.

Depending on the utility's cancellation procedures, it may take up to the next full utility billing cycle for your account to be returned to the utility or switched to another supplier. You are responsible for all fees and charges until your service is terminated. If you change to another natural gas provider (including the utility), the utility may assess a switching fee under its tariff and ONG reserves the right to assess a switching fee. If you voluntarily return to the utility for service, then you may be charged a price other than the utility's applicable tariff rate. The Binding Arbitration provisions of this contract shall survive termination of this contract or of your gas service.

ONG reserves the right to restrict eligibility for its plans at its discretion for any reason not prohibited by applicable law, including a customer's action to terminate any prior agreement with ONG before the end of its established term.

**Your Account/Contact Information/ Call Monitoring** – You have the right to request (without charge) up to 24 months of payment history for your ONG service. Additional payment history is available for a fee.

ONG will not release a customer's social security number, account number(s) or any customer information without the customer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code. ONG shall not disclose or use a customer's account number or any customer information for any purpose other than for billing, operation, maintenance, assignment, and transfer of a customer's account, or for performing collection and credit reporting activities, and shall not disclose or use a customer's social security number for any purpose other than to perform a credit check, without the customer's express written or electronic authorization on a release form or pursuant to a court or commission order. Under this contract, you are allowing the utility to provide ONG information about your account, including meter readings and historical data.

By providing your contact information to ONG (name, address, telephone number, fax number, e-mail address, etc.), you acknowledge that you are consenting to be contacted by mail, telephone, fax, voicemail, or e-mail by ONG, a third party on behalf of ONG, or an associated company. ONG may monitor and record telephone calls to our Customer Care Center for quality assurance purposes. All calls for new service are recorded in compliance with Commission guidelines.

**Regulatory Changes** – This contract is subject to present and future legislation, orders, rules, regulations and decisions of any duly constituted governmental authority having jurisdiction over this contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ONG is prevented, prohibited or frustrated from carrying out the terms of this contract, then at its sole discretion ONG shall have the right to cancel this contract on 15 days' notice to you.

**Entire Agreement** – This contract, including any enrollment correspondence and your welcome letter and Disclosure Statement, constitutes the entire contract between you and ONG with respect to its subject matter and supersedes all

prior written and oral contracts and representations made with respect to the subject matter. If any provision of the contract shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect.

**Extraordinary Events** – If an event occurs that delays or makes it impossible for ONG to perform, such as an act of God, extraordinary weather occurrence, a facility outage on the utility system or interstate pipeline systems, a failure to perform by the utility, war, civil disturbance, or national emergency, our performance under these terms and conditions shall be excused for the duration of the event. Under such conditions, ONG may elect to discontinue service immediately, without notice.

**Assignment** – ONG reserves the right to assign this contract to another natural gas supplier approved by the PUCO. ONG will provide written notice before any such assignment.

**Limitation of Liability and Disclaimer of Warranty** – **ONG is not responsible for any losses or damages resulting from any actions or policies of, or associated with, the utility, including interruption of service, termination of service, defective service, or operation and maintenance of the utility's system, nor is ONG responsible for damages sought because of in-home or building damage. The remedy in any claim by you against ONG will be solely limited to direct actual damages except as otherwise specifically authorized by statute. All other remedies at law or in equity are hereby waived by you. In no event will either ONG or you be liable for consequential, incidental, indirect, special, or punitive damages, except where specifically authorized by statute. These limitations apply without regard to the cause of any liability or damages. There are no third-party beneficiaries to this contract. ONG MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND ONG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**

#### **BINDING ARBITRATION**

##### **1. Purpose and Arbitration Procedures**

**BY ACCEPTING SERVICE FROM ONG YOU HAVE AGREED TO RESOLVE ALL DISPUTES (except for disputes submitted to the Public Utilities Commission of Ohio ("PUCO") and for small claims as provided below) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). BY AGREEING TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS OF THIS SECTION (THE "ARBITRATION PROVISION"), YOU HAVE WAIVED THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AND, AS A RESULT, YOU WILL NOT BE ENTITLED TO A TRIAL BY JURY.**

**Nothing in this section limits your right to file a complaint with the PUCO, nor does this section require you to engage in alternative dispute resolution for any complaint within the PUCO's jurisdiction.**

Specifically, except where the amount in controversy is \$6,000 or less (or such other amount as set forth in Section 4 below), you and ONG agree that any disputes, controversies, or claims between you and ONG regarding any aspect of your relationship with ONG, that have arisen or that may arise in the future, shall be settled by binding arbitration. Except as modified by these terms and conditions, the arbitration will be governed by the AAA Commercial Arbitration Rules for commercial customers and by the AAA Consumer Arbitration Rules for consumers. If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. The decision of the arbitrator in any such arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction thereof. For consumers, the arbitration shall take place in a mutually agreeable location or the county where you are billed. For commercial customers, the applicable procedures, including the location of a hearing, if needed, shall be determined by the Commercial Arbitration Rules. A single arbitrator chosen by the AAA will resolve the dispute. If your claim does not exceed \$25,000, then the arbitration will be conducted solely on the basis of documents you and ONG submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. The arbitrability of disputes shall be determined by the arbitrator.

For commercial customers where the claim is less than \$15,000 and for consumers: ONG will pay all arbitration filing fees and arbitrator's costs. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, attorney's fees (if you choose to be represented by an attorney) and expert witness fees. You will not be required to reimburse ONG for the filing fees and arbitration costs paid by it unless the arbitrator determines that your claim was frivolous.



For commercial customers where the claim is \$15,000 or more: The arbitration filing fee shall be paid by the claimant and all other arbitration expenses shall be assessed pursuant to the AAA Commercial Rules. Each party is responsible for its own attorney's fees.

Notwithstanding anything to the contrary in this Arbitration Provision, ONG will pay all fees and costs that it is required by law to pay, including payment of your attorney's fees and litigation costs if required by applicable law. Although under some laws ONG may have the right to an award of attorney's fees and expenses if it prevails, ONG agrees not to seek such an award in consumer arbitrations.

## **2. Initiation of an Arbitration Proceeding**

Most customer concerns can be resolved quickly and informally. If you have a complaint or a dispute with ONG you can call our Customer Care Center at 1-888-466-4427, write to us at P.O. Box 14657, Cleveland, OH 44114, or email us at [customerservice@ohionaturalgas.com](mailto:customerservice@ohionaturalgas.com). Please provide your service address and ONG account number. If you are unable to resolve the issue to your satisfaction, you may also contact the PUCO.

In the unlikely event that ONG or the PUCO are unable to resolve a dispute to your satisfaction (or if ONG has not been able to resolve a dispute it has with you after attempting to do so informally), an arbitration proceeding may be initiated using the following procedures:

**(a) Notice of Dispute.** A party who intends to seek arbitration (whether they have tried to resolve the dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to ONG should be addressed to: Ohio Natural Gas, c/o SouthStar Energy Services LLC, Attention: Legal Department, ~~817 West Peachtree Street NW~~ 30 Ivan Allen, Jr. Blvd. NW, Suite 900, Atlanta, GA 30308 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If ONG and you do not reach an agreement to resolve the dispute within 30 days after the Notice is received, you or ONG may commence an arbitration proceeding. The Notice form is available on ONG's website ([ohionaturalgas.com](http://ohionaturalgas.com)) or by calling 1-888-466-4427.

**(b) Commencement of Arbitration.** You may initiate arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to ONG at the Notice Address above. The form is available on the AAA website ([www.adr.org](http://www.adr.org)), on ONG's website ([ohionaturalgas.com](http://ohionaturalgas.com)), or by calling 1-888-466-4427. You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to ONG. You do not need to send payment to the AAA. Upon receipt of the Claim Form, ONG will pay the required arbitration filing fee.

## **3. Waiver of Class Actions**

**BOTH YOU AND ONG EXPRESSLY WAIVE THE RIGHT TO BRING OR PARTICIPATE AGAINST THE OTHER IN A CLASS ACTION OR ANY COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.** All parties to any arbitration or Municipal or County Court action (see below) must be individually named. There shall be no right or authority for any claims to be arbitrated or litigated on a class action basis or on bases involving claims brought in a representative capacity on behalf of the general public (such as a private attorney general), other recipients of services from ONG, or other persons similarly situated. Further, unless both you and ONG expressly agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

## **4. Exclusion from Arbitration**

You and ONG agree that where the amount at issue is a claim within the jurisdiction of the small claims division of the Municipal or County Court (which is, as of the effective date of these terms and conditions as set forth above, \$6,000 or less) and is an individual as opposed to a class claim, you or ONG may elect to seek resolution of the dispute in the Municipal or County Court. You and ONG further agree that any appeal from the Municipal or County Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of the Arbitration Provision. Any such appeal shall be commenced by giving the Notice described in Section 2(a).

## **5. Choice of Law**

This agreement and any controversies or claims arising out of or relating to (a) this agreement, (b) the relationships which result from this agreement, or (c) the validity, scope, interpretation or enforceability of this agreement, shall be

governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of law principles thereof, except that the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, shall govern the interpretation and enforcement of this Arbitration Provision.

## **6. Continuation and Severability**

This Arbitration Provision shall survive the termination of this agreement or your gas service with ONG. If any provision of this agreement is found to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired.

**Choice of Law and Venue** – This contract shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles, except that the Federal Arbitration Act shall govern the arbitrability and the arbitration of all Disputes. Venue for any lawsuit brought to enforce any term or condition of this contract or to construe the terms hereof shall lie exclusively in the State of Ohio, including in a United States District Court in Ohio having jurisdiction over the case.

ONG-~~04000420~~  
OH-CO-RS-54.~~108~~

©SouthStar Energy Services LLC D/B/A Ohio Natural Gas ~~2020~~2022



**Terms and Conditions of Service – MRR Plan**  
**July 2020 November 2022**

By receiving or continuing to receive service from Ohio Natural Gas® (ONG) you are agreeing to be bound by the terms and conditions of service set forth in this contract, including provisions regarding **Binding Arbitration, and to pay for any and all charges associated with your natural gas supply in accordance with your contract.**

**THIS CONTRACT AFFECTS YOUR RIGHTS. PLEASE REVIEW IT CAREFULLY.** In particular, please review the Binding Arbitration agreement set forth on Page 2 below. It requires you to resolve any disputes with ONG through the Public Utilities Commission of Ohio's Complaint process, in small claims court, or through individual Binding Arbitration. You will not be allowed to resolve any disputes with ONG through a jury trial or a class action.

The terms and conditions of service for the ONG MRR Plan are as follows.

**Natural Gas Service** – Your service with ONG begins upon assignment by the utility and will continue until you enter the DEO Energy Choice Program, elect to participate in an aggregation program, are reassigned or terminated by DEO (the utility), or choose another supplier. The utility will deliver the natural gas you purchase from ONG to your premises, read your meter, and provide emergency services, and issue your bill each month. The utility will charge you separately for those services, and those charges will appear on your bill. ONG's charges for natural gas will appear as "Gas Cost" on your bill. Sales tax will appear separately.

**ONG MRR Plan** – Under this variable plan, your price per Mcf of natural gas may change or remain the same on a month-to-month basis. Service under this plan starts on the first day of your ONG service. Sales tax and utility charges are not included in the price per Mcf.

Many factors influence retail natural gas pricing, including without limitation the cost to ONG to obtain natural gas on your behalf, including, but not limited to, commodity, capacity, storage, balancing, transportation to the Delivery Point; the NYMEX prices for that month; operating expenses; all applicable taxes, fees, charges or other assessments, and ONG's costs, expenses and profit margins; and other factors. ONG cannot predict the volatility of the market or what its customers will pay for gas in the future. Service under a variable price plan is on a month-to-month contract basis until cancelled by you or ONG. ONG customers on this plan may elect to participate in the DEO Energy Choice Program or an aggregation program with no ONG cancellation charge. The price on this plan may be higher or lower than on another plan, and your price may be higher than the utility price.

**Billing/Collections** – Your ONG gas charges will be billed monthly by the utility, along with the utility's charges for its services. You agree to pay ONG charges in accordance with the utility's payment procedures. If you do not pay your bills in accordance with those payment procedures, or fail to meet any agreed-upon payment arrangement the utility's service may be terminated in accordance with the utility's tariffs, and your service with ONG will terminate.

**Customer Service/Dispute Procedures** – ONG is not responsible for resolving disputes with the utility. However, if you have questions concerning your ONG service, you may call ONG toll-free at 1-888-466-4427 Monday-Friday from 8 a.m. to 5 p.m. ET, excluding certain national holidays. You also may contact us by mail at P.O. Box 14657, Cleveland, OH 44114, or by e-mail at [customerservice@ohionaturalgas.com](mailto:customerservice@ohionaturalgas.com). In the event of a dispute with ONG, you first should contact an ONG customer service representative within 30 days of receipt of your bill. If your complaint is not resolved, you may contact our customer care center and ask for an ONG customer service supervisor. If your complaint is not resolved after you have called ONG, or for general utility information, residential and business customers may contact the public utilities commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.puco.ohio.gov>. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio consumers' counsel (OCC) represents residential utility customers in matters before



the PUCO. The OCC can be contacted at 1-877-742-5622 (toll free) from eight a.m. to five p.m. weekdays, or at <http://www.pickocc.org>.

**If you need to report a natural gas leak or emergency, call the utility at the number listed on your bill.**

**Your Account/Contact Information/ Call Monitoring** – You have the right to request (without charge) up to 24 months of payment history for your ONG service. Additional payment history is available for a fee.

ONG will not release a customer's social security number, account number(s) or any customer information without the customer's express written consent except in accordance with rules 4901:1-28-04 and 4901:1-29-09 of the Administrative Code. ONG shall not disclose or use a customer's account number or any customer information for any purpose other than for billing, operation, maintenance, assignment, and transfer of a customer's account, or for performing collection and credit reporting activities, and shall not disclose or use a customer's social security number for any purpose other than to perform a credit check, without the customer's express written or electronic authorization on a release form or pursuant to a court or commission order. Under this plan, you are allowing the utility to provide ONG information about your account, including meter readings and historical data.

By providing your contact information to ONG (name, address, telephone number, fax number, e-mail address, etc.), you acknowledge that you are consenting to be contacted by mail, telephone, fax, voicemail, or e-mail by ONG, a third party on behalf of ONG, or an associated company. ONG may monitor and record telephone calls to our Customer Care Center for quality assurance purposes.

**Regulatory Changes** – This Contract is subject to present and future legislation, orders, rules, regulations and decisions of any duly constituted governmental authority having jurisdiction over this Contract or the services to be provided hereunder. If at some future date there is a change in any law, rule, regulation or pricing structure whereby ONG is prevented, prohibited or frustrated from carrying out the terms of this Contract, then at its sole discretion ONG shall have the right to cancel this Contract on 15 days' notice to you.

**Entire Agreement** – This contract constitutes the entire contract between you and ONG with respect to its subject matter and supersedes all prior written and oral contracts and representations made with respect to the subject matter. If any provision of the contract shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions, which shall remain in full force and effect.

**Extraordinary Events** – If an event occurs that delays or makes it impossible for ONG to perform, such as an act of God, extraordinary weather occurrence, a facility outage on the utility system or interstate pipeline systems, a failure to perform by the utility, war, civil disturbance, or national emergency, our performance under these terms and conditions shall be excused for the duration of the event. Under such conditions, ONG may elect to discontinue service immediately, without notice.

**Limitation of Liability and Disclaimer of Warranty** – **ONG is not responsible for any losses or damages resulting from any actions or policies of, or associated with, the utility, including interruption of service, termination of service, defective service, or operation and maintenance of the utility's system, nor is ONG responsible for damages sought because of in-home or building damage. The remedy in any claim by you against ONG will be solely limited to direct actual damages. All other remedies at law or in equity are hereby waived by you. In no event will either ONG or you 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 contract. ONG MAKES NO REPRESENTATIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN, AND ONG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE.**

## **BINDING ARBITRATION**

### **1. Purpose and Arbitration Procedures**

**BY ACCEPTING SERVICE FROM ONG YOU HAVE AGREED TO RESOLVE ALL DISPUTES (except for disputes submitted to the Public Utilities Commission of Ohio ("PUCO") and for small claims as provided below) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION**

**ASSOCIATION (“AAA”). BY AGREEING TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS OF THIS SECTION (THE “ARBITRATION PROVISION”), YOU HAVE WAIVED THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AND, AS A RESULT, YOU WILL NOT BE ENTITLED TO A TRIAL BY JURY.**

**Nothing in the Arbitration Provision affects your right to file a complaint with the PUCO regarding ONG’s gas service or charges.**

Specifically, except where the amount in controversy is \$6,000 or less (or such other amount as set forth in Section 4 below), you and ONG agree that any disputes, controversies, or claims between you and ONG regarding any aspect of your relationship with ONG, that have arisen or that may arise in the future, shall be settled by binding arbitration. Except as modified by these terms and conditions, the arbitration will be governed by the AAA Commercial Arbitration Rules. If there is a conflict between this Arbitration Provision and the applicable AAA rules, this Arbitration Provision shall govern. The decision of the arbitrator in any such arbitration shall be final and binding upon the parties, and judgment upon the award may be entered in any court having jurisdiction thereof. The applicable procedures, including the location of a hearing, if needed, shall be determined by the Commercial Arbitration Rules. A single arbitrator chosen by the AAA will resolve the dispute. If your claim does not exceed \$25,000, then the arbitration will be conducted solely on the basis of documents you and ONG submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. The arbitrability of disputes shall be determined by the arbitrator.

Where the claim is less than \$15,000: ONG will pay all arbitration filing fees and arbitrator’s costs. You are responsible for all additional costs that you incur in the arbitration, including, but not limited to, attorney’s fees (if you choose to be represented by an attorney) and expert witness fees. You will not be required to reimburse ONG for the filing fees and arbitration costs paid by it unless the arbitrator determines that your claim was frivolous.

Where the claim is \$15,000 or more: The arbitration filing fee shall be paid by the claimant and all other arbitration expenses shall be assessed pursuant to the AAA Commercial Rules. Each party is responsible for its own attorney’s fees.

Notwithstanding anything to the contrary in this Arbitration Provision, ONG will pay all fees and costs that it is required by law to pay, including payment of your attorney’s fees and litigation costs if required by applicable law.

## **2. Initiation of an Arbitration Proceeding**

Most customer concerns can be resolved quickly and informally. If you have a complaint or a dispute with ONG you can call our Customer Care Center at 1-888-466-4427, write to us at P.O. Box 14657, Cleveland, OH 44114, or email us at [customerservice@ohionaturalgas.com](mailto:customerservice@ohionaturalgas.com). Please provide your service address and ONG account number. If you are unable to resolve the issue to your satisfaction, you may also contact the PUCO.

In the unlikely event that ONG or the PUCO are unable to resolve a dispute to your satisfaction (or if ONG has not been able to resolve a dispute it has with you after attempting to do so informally), an arbitration proceeding may be initiated using the following procedures:

**(a) Notice of Dispute.** A party who intends to seek arbitration (whether they have tried to resolve the dispute informally or not) must first send to the other, by certified mail, a written Notice of Dispute (“Notice”). The Notice to ONG should be addressed to: Ohio Natural Gas, c/o SouthStar Energy Services LLC, Attention: Legal Department, ~~847 West Peachtree Street NW~~ 30 Ivan Allen, Jr. Blvd. NW, Suite 900, Atlanta, GA 30308 (“Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If ONG and you do not reach an agreement to resolve the dispute within 30 days after the Notice is received, you or ONG may commence an arbitration proceeding. The Notice form is available on ONG’s website ([ohionaturalgas.com](http://ohionaturalgas.com)) or by calling 1-888-466-4427.

**(b) Commencement of Arbitration.** You may initiate arbitration by filing a Claim Form with the AAA

and by sending a copy of the Claim Form to ONG at the Notice Address above. The form is available on the AAA website ([www.adr.org](http://www.adr.org)), on ONG's website ([ohionaturalgas.com](http://ohionaturalgas.com)), or by calling 1-888-466-4427. You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, New Jersey 08403, with a copy to ONG. You do not need to send payment to the AAA. Upon receipt of the Claim Form, ONG will pay the required arbitration filing fee.

### 3. Waiver of Class Actions

**BOTH YOU AND ONG EXPRESSLY WAIVE THE RIGHT TO BRING OR PARTICIPATE AGAINST THE OTHER IN A CLASS ACTION OR ANY COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING.** All parties to any arbitration or Municipal or County Court action (see below) must be individually named. There shall be no right or authority for any claims to be arbitrated or litigated on a class action basis or on bases involving claims brought in a representative capacity on behalf of the general public (such as a private attorney general), other recipients of services from ONG, or other persons similarly situated. Further, unless both you and ONG expressly agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### 4. Exclusion from Arbitration

You and ONG agree that where the amount at issue is a claim within the jurisdiction of the small claims division of the Municipal or County Court (which is, as of the effective date of these terms and conditions as set forth above, \$6,000 or less) and is an individual as opposed to a class claim, you or ONG may elect to seek resolution of the dispute in the Municipal or County Court. You and ONG further agree that any appeal from the Municipal or County Court, including a de novo appeal, shall be by binding arbitration pursuant to the provisions of the Arbitration Provision. Any such appeal shall be commenced by giving the Notice described in Section 2(a).

You may also file a complaint with the PUCO.

### 5. Choice of Law

This agreement and any controversies or claims arising out of or relating to (a) this agreement, (b) the relationships which result from this agreement, or (c) the validity, scope, interpretation or enforceability of this agreement, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of law principles thereof, except that the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, shall govern the interpretation and enforcement of this Arbitration Provision.

### 6. Continuation and Severability

This Arbitration Provision shall survive the termination of this agreement or your gas service with ONG. If any provision of this agreement is found to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall, to the extent permitted by law, not in any way be affected or impaired.

**Choice of Law and Venue** – This contract shall be construed under and shall be governed by the laws of the State of Ohio without regard to the application of its conflicts of law principles, except that the Federal Arbitration Act shall govern the arbitrability and the arbitration of all Disputes. Venue for any lawsuit brought to enforce any term or condition of this contract or to construe the terms hereof shall lie exclusively in the State of Ohio, including in a United States District Court in Ohio having jurisdiction over the case.

**Changes to Terms and Conditions and Assignment** – We reserve the right to change our terms and conditions anytime. We will notify you of changes at least 30 days before they are effective. If the customer moves outside the utility's service area or to an area that ONG does not serve, ONG's service pursuant to these terms and conditions will be discontinued. If ONG's service to you is discontinued, these terms and conditions of service will not be applicable to any replacement service. ONG also reserves the right to assign

this agreement to another natural gas provider approved by PUCO. The Binding Arbitration provisions of this contract shall survive termination of this contract or of your gas service.

**This foregoing document was electronically filed with the Public Utilities  
Commission of Ohio Docketing Information System on**

**9/30/2022 3:49:17 PM**

**in**

**Case No(s). 07-0378-GA-CRS**

Summary: Notice of Material Change electronically filed by Mr. Ronald J. Romito on  
behalf of Emerson, Andrew C. Mr. and SouthStar Energy Services LLC