



3625 Cumberland Boulevard SE, Suite 1500, Atlanta, GA 30339

May 24, 2024

VIA Electronic Filing

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

Re: Docket No.: A-2024-3047602; Gas South, LLC
Update to Natural Gas Supplier License Application

Dear Secretary Chiavette,

Enclosed for filing, please see Gas South, LLC's updated Contract Summary and Disclosure Statement previously filed as Exhibit 9.

Please contact me should you have any questions or concerns.

Sincerely,

/s/ Brad Nelson

Brad Nelson
Sr. Governmental Affairs Manager
Gas South, LLC
5001 Celebration Pointe, 2nd Flr, Suite 220
Gainesville, FL 32608
Regulatory@gassouth.com
Phone: (770) 763-4492

Enclosures

EXHIBIT 9

Enclosed with this filing is a copy of Gas South, LLC's Disclosure Statement and Terms of Service as it relates to commercial end-users using less than 6,000 Mcf annually.

Natural Gas Supplier (“NGS”) Contract Summary

Natural Gas Supplier Information:

Gas South shall be responsible for supplying your natural gas commodity/supply charges; Pennsylvania NGS License # A-XXXX-XXXXXXX. Contact: (866) 426-2491, bizrelations@gassouth.com, www.gassouth.com, Mail: P.O. Box 723728, Atlanta, GA 31139-9941.

Price Structure:	Fixed. <u>Note:</u> Fixed rates do not change for the duration of the term.
Supply Price:	Your fixed rate is \$_____ per Ccf or Mcf or therm (as determined by your NGDC and agreed to by you and Gas South).
Statement Regarding Savings:	This plan does not guarantee savings and your rate may be higher or lower than your NGDC’s monthly rate.
Deposit Requirements:	None.
Incentives:	This plan does not include incentives.
Contract Start Date:	If you are a new customer, your service and rate will begin on the date set by your NGDC. If you are a renewing customer, your service and rate will begin upon the expiration of your current rate or on your next meter read, whichever is later.
Contract Term/Length:	Your fixed rate will continue for “XX” months.
Cancellation/Early Termination Fees:	Early termination fees are determined by multiplying the remaining months under this agreement by \$15.00. Example: If you have 3 months remaining, the early termination fees would be \$45.00 (3 months x \$15.00 = \$45.00). See your TOS for details.
End of Contract:	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.



Thank you for selecting Gas South, LLC (“Gas South”) as your Natural Gas Supplier (NGS). This Letter of Authorization/Disclosure Statement (LOA), along with the Natural Gas Terms of Service (TOS) document and the Locations Exhibit (Exhibit A), both attached below, describe the terms and conditions of our Agreement with you. As used in this Agreement, the terms “you” and “your” refer to the Customer or Applicant listed on Exhibit A; the terms “us,” “we,” and “our” refer to Gas South; and the term “party” can refer to either you or Gas South (“parties” if both). This Agreement is governed by the rules established by the PUC, online at www.puc.pa.gov. If you have any questions about this Agreement or your Service, or to obtain average monthly billed prices, please contact us:

Phone	Mail	Online
(866) 426-2491, Monday through Friday, 8:00 a.m. through 7:00 p.m. EST; Saturday 8:00 a.m. through 5:00 p.m. EST	P.O. Box 723728 Atlanta, GA 31139-9941	www.gassouth.com bizrelations@gassouth.com

By entering into this Agreement, you assert that you (a) are the account holder or authorized representative, (b) authorize Gas South to obtain your usage and other utility information from your Natural Gas Distribution Company (“NGDC”), (c) have read and understood this entire Agreement, including the Terms and Conditions (Version # _____), and (d) agree to purchase your natural gas commodity supply from Gas South.

Signature or Confirmation Number

Date

**GAS SOUTH, LLC – PENNSYLVANIA NATURAL GAS
SMALL COMMERCIAL SALES AGREEMENT – FIXED
LOCATION EXHIBIT (EXHIBIT A)
NGS LICENSE # A-XXXX-XXXXXXX**



Customer: _____

Phone: _____ Email: _____

Fax: _____ Contact: _____

Desired Start Date (subject to availability): ASAP

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal

LDC Account Name: _____ Number: _____

Service Address: _____

Billing Address: _____

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal

LDC Account Name: _____ Number: _____

Service Address: _____

Billing Address: _____

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal

LDC Account Name: _____ Number: _____

Service Address: _____

Billing Address: _____

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal

LDC Account Name: _____ Number: _____

Service Address: _____

Billing Address: _____

Location Name: _____ NGDC: _____

Service Request: New Service Switch Renewal

LDC Account Name: _____ Number: _____

Service Address: _____

Billing Address: _____

**GAS SOUTH, LLC | PENNSYLVANIA
NATURAL GAS TERMS OF SERVICE
NGS LICENSE # A-XXXX-XXXXXXX**



Thank you for selecting Gas South as your Natural Gas Supplier (NGS). We appreciate the opportunity to serve you.

Gas South is a NGS licensed by the Pennsylvania Public Utility Commission (PUC) under license number A-XXXX-XXXXXXX. This Agreement is subject to acceptance by Gas South and your Natural Gas Distribution Company (NGDC). Commodity prices and charges are set by the natural gas supplier you have chosen. The Public Utility Commission regulates distribution or delivery prices and services. You will receive a single bill from your NGDC that includes our natural gas commodity charges as well as your NGDC’s delivery charges. Your NGDC will continue to read your meter, deliver your gas, and respond to emergencies. You remain responsible for paying your NGDC invoices.

In case of an emergency or outage, contact your NGDC:

<u>Natural Gas Distribution Company</u>	<u>Emergency</u>	<u>Customer Service</u>	<u>Online</u>
Peoples Natural Gas	(800) 400-4271	(800) 764-0111	www.peoples-gas.com

RIGHT OF RESCISSION

You may cancel this agreement without penalty of any kind within three (3) business days following receipt of the written disclosure statement. You may cancel this agreement in writing, orally, or electronically by contacting Gas South.

DEFINITIONS

Commodity Charges – The charges for basic gas supply service which is sold either volume (Ccf or Mcf) or heating value (Dekatherms).

SALES, REQUIREMENTS, & TOLERANCE. This Agreement is for the purchase and sale of all of your natural gas commodity supply for the service address(es) specified in this Agreement (Service) and is conditioned upon all applicable Pennsylvania and Federal laws, NGDC and pipeline and tariffs, and the rules and orders of the PUC as amended from time to time (Applicable Authorities). You and Gas South agree that this Agreement applies until you receive written confirmation of a new plan or until your NGDC confirms that your Service has been switched or canceled. The price at which natural gas is sold under this Agreement (“Rate”) will apply to all gas consumed, as reported by your NGDC, or estimated by Gas South.

TITLE. Title to the natural gas will pass from Gas South to you at your NGDC’s designated city gate, which will constitute the point at which the sale occurs, and at which point your NGDC becomes responsible for delivering the gas to your meter(s) through its local distribution system.

CONTRACT VOLUME. For all purposes relating to the provision

of your Service or resolving claims under this Agreement, Gas South shall base your Contract Volumes on either one or a combination of the following methods: (a) Historical Usage, which is defined as your previous twelve (12) months usage as reported by your NGDC; or (b) Estimated Usage, which is defined as an estimate based on similarly situated customers’ profiles, weather forecasts, and other industry standard methods. Estimates of gas use applied in this Agreement are solely determined by Gas South.

PRICE. You will pay a fixed rate per Ccf or Mcf or Therm (as determined by your NGDC and agreed to by you and Gas South) for natural gas supply service, which is listed on the Contract Summary of this Agreement. Your price includes natural gas commodity charges and estimated Total State Taxes, but excludes Pennsylvania sales tax, if applicable.

LENGTH OF AGREEMENT. You will buy your natural gas supply service for the above service address from Gas South beginning on a date set by your NGDC and will continue for the amount months described in your Contract Summary. In the event the NGDC fails or is unable to switch you on the desired date for any reason, without limitation, Gas South shall not be liable for any difference in price for the time you remain with your previous supplier.

EXPIRATION/CHANGE IN TOS. 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.

INFORMATION RELEASE AUTHORIZATION. You authorize Gas South to obtain information from your NGDC including, without limitation, historical and future usage, meter readings, types of service, and payment information. If you rescind your authorization, Gas South reserves the right to immediately terminate this Agreement with no further notice.

TAXES AND REGULATORY CHANGES. The Rate charged to you under this Agreement includes your estimated total state taxes and does not include the applicable state sales tax or any applicable county tax, as required by the Applicable Authorities. You must provide us with written documentation of any claimed tax exemption prior to such exemption applying to your Service. Your natural gas Rate, in the sole discretion of Gas South, may be increased in accordance with any increase in any approved rate or tax resulting from any change to the Applicable Authorities, even under a fixed price agreement. You will be notified of these changes in service terms as detailed under the Expiration/Change in TOS section of this Disclosure Statement. If a taxing authority determines that Gas South did not collect all applicable taxes, you shall remain liable to Gas South or the Applicable Authority, as applicable, for such taxes.

BILLING AND PAYMENT. You will receive a single bill, commonly referred to as a Utility Consolidated Bill (UCB), from your NGDC, which will include Gas South's Commodity Charges as well as the NGDC's delivery charges. You will be invoiced for, and you agree to pay, by the payment due date, all outstanding balances, fees, damages, and any other costs incurred, including, without limitation, all other costs of collecting such outstanding balances. You agree to pay for any and all adjustments made by your NGDC, at the applicable Rate for the adjustment period(s), even after your Service is canceled.

BUDGET BILLING. Please contact your NGDC to learn more about the budget billing options that may be available to you. Gas South does not offer budget billing.

DISPUTE PROCEDURE. Should you dispute any Gas South charge, you must first notify Gas South in writing at Gas South, Attn: Legal Department, P.O. Box 723728, Atlanta, Georgia 31139. You shall refrain from taking legal action with regard to the disputed portion of the invoice for a period of fifteen (15) days following receipt of a timely notice of the dispute, to allow Gas South opportunity to review your concerns. An unresolved dispute may be submitted for review by the local small claims court or pursuant to the authority of the American Arbitration

Association. You have the right to contact the PUC at any time, toll-free at (800) 692-7380, at 400 North Street, Harrisburg, PA 17120, or at www.puc.pa.gov.

PRIVACY INFORMATION / CONFIDENTIALITY. Any information pertaining to you collected by Gas South during the course of providing Service shall be kept confidential.

ABC CUSTOMERS. Notwithstanding any provision to the contrary, if your enrollment or Agreement with Gas South was negotiated by an Aggregator, Broker, or Consultant ("ABC"), you authorize Gas South to provide your ABC sufficient usage and payment information to process the payment of any sourcing fee due to the ABC. No additional information will be provided without your express written permission. If you rescind such authorization, Gas South reserves the right to immediately terminate this Agreement with no further notice.

CANCELLATION PROVISIONS. Customer acknowledges that in the event of a cancellation of this Agreement, the effective cancellation date shall be the date your NGDC switches your service back to the NGDC or to another Supplier and Customer is liable for all Gas South charges until Customer's switch to the NGDC or another supplier is effective. Some common reasons for cancellation include: **Non-Payment-** If your natural gas service is terminated by your NGDC, then this Agreement is cancelled on the date that your natural gas service is terminated. You will owe us for months unpaid for our charges for natural gas supply service up to the date of termination in addition to any early cancellation fees as described in the Agreement. **Customer-Initiated Cancellation-** If you cancel this Agreement before the end of the initial term, you shall remain responsible for any and all charges and volumes of gas burned through your last day of service by Gas South, as confirmed by your NGDC and we will charge you the early cancellation fee as described in the Agreement. **Company-Initiated Cancellation-** If we cancel this Agreement for any reason other than for customer non-payment, we will follow the applicable PUC rules in providing notice to you. **Customer Move-** If the customer moves from the service address listed above, this Agreement is cancelled without penalty.

EARLY TERMINATION/MATERIAL BREACH. The following events will each be deemed a material breach of this Agreement: (a) your early termination of this Agreement; (b) your infringement of any Gas South Intellectual Property right; (c) your insolvency, bankruptcy, or appointment of a receiver; (d) any of the reasons described in the CANCELLATIONPROVISIONS section which result in the cancellation of your Service; (e) revocation of your Information Release Authorization as described herein as may

be required by an Applicable Authority. Once a material breach has occurred, Gas South may, in its sole discretion, cancel this Agreement. If you commit a material breach of this Agreement, you will pay all outstanding balances and all costs incurred by Gas South as a result of the breach, including early termination fees as described herein. Costs include, but are not limited to, reasonable attorney's fees and costs (including in-house legal fees), court costs, and any third-party collection fees which Gas South incurs in collection of delinquent balances. Evidence of any costs claimed under this section will be provided upon request.

EARLY TERMINATION FEES, SMALL COMMERCIAL CUSTOMERS.

If you have contracted for a fixed Rate, you and Gas South agree that damages, as a result of your material breach of this Agreement, would be difficult, if not impossible, to determine; therefore, if a material breach occurs, whether in whole or in part, Gas South may, in its sole discretion, assess, and you agree to pay early termination fees determined by multiplying the remaining months under this agreement by \$15.00. Example: If you have 3 months remaining, the early termination fees would be \$45.00 (3 months x \$15.00 = \$45.00).

NO WARRANTIES. Except as expressly set forth herein, Gas South makes and you receive, no warranty, express, implied, or statutory. GAS SOUTH SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All Contract Volumes delivered by Gas South to your NGDC city gate on your behalf are comingled with gas volumes belonging to other customers, including all those NGDC customers not receiving natural gas commodity service from Gas South.

FORCE MAJEURE. Except for any obligation to make payments when due, neither Party shall be liable to the other for any delay or failure to perform caused by an occurrence of Force Majeure. Force Majeure occurrences include events outside the control of the Party claiming Force Majeure, commonly known as "acts of God," including any loss or failure of Gas South's gas supply due to Force Majeure and actions of any government authority, NGDC, or pipeline entity, which result in conditions, limitations, rules, regulations, or orders that materially impair either Party's ability to perform hereunder, or any similar cause beyond the control of the Party failing to perform. The claiming Party shall give to the other reasonably prompt and detailed notice of the occurrence of any Force Majeure relied upon.

LIMITATION OF LIABILITY. Gas South's liability in connection with this Agreement shall in no event exceed the difference

between the reasonable price of replacing any undelivered natural gas and its price under this Agreement. Notwithstanding the foregoing, Gas South shall not be liable for any losses, special, incidental, indirect, consequential, or punitive damages arising from (a) the NGDC's service, including, without limitation, operations and maintenance of the system, interruption of service, termination of service, and deterioration of service; (b) from building damages; and (c) a breach of this Agreement by either Party.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. This Agreement is subject to, and valid notice shall be deemed to have been provided for, all valid legislation and to all existing and future laws, orders, rules, and regulations of authorities having jurisdiction and NGDC tariffs on file with the PUC.

JURY WAIVER. Both parties hereby irrevocably waive all rights to trial by jury.

NO WAIVER. No waiver of any right under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the Party granting such waiver, and any such waiver shall be effective only with respect to the particular event expressly referred to in such writing.

ASSIGNMENT. This Agreement shall extend to and be binding upon the respective successors and assigns of the Parties; provided, however, you may not assign this Agreement without Gas South's express prior written consent and any purported assignment without such consent shall be void. Such consent shall not be unreasonably withheld. Gas South reserves the right to assign this Agreement or delegate its duties as required by the PUC. If Gas South assigns this Agreement, you will receive notice of the assignment and these terms and conditions will remain unchanged under the assignment.

SEVERABILITY. Any provision or article rendered unenforceable by a court of law or regulatory agency with jurisdiction over the parties, or deemed unlawful because of a statutory change, will be stricken and the remainder of this Agreement will remain in full force and effect.

ENTIRE AGREEMENT AND AMENDMENTS. This Agreement constitutes the entire understanding between the Parties. No modification or amendment of this Agreement shall be binding on either Party unless in writing and signed by both Parties.

VERBAL RECORDINGS. You agree that Gas South may electronically record all telephone conversations with you and your agents or employees without any special or further notice. You shall obtain any necessary consent to such recording.

CONTACT INFORMATION.

Supplier Name: Gas South, LLC

Address: P.O. Box 723728, Atlanta, GA 31139-9941

Phone Number: (866) 426-2491

Internet Address: www.gassouth.com

Email: bizrelations@gassouth.com

INFORMATION ABOUT SHOPPING. Natural Gas shopping information is available from the PUC, 400 North Street, Harrisburg, PA 17120, (800) 692-7380, www.PAGasSwitch.com, and the Pennsylvania Office of Consumer Advocate, www.OCA.State.PA.US.