TERMS AND CONDITIONS OF SERVICE
of
CENNAT, INC.
d/b/a FUEL GEORGIA
(Effective August 1, 2024)

1.0 **INTRODUCTION.** These "Terms and Conditions of Service," the Disclosure Statement (See Section 12.0 below) and the enrollment confirmation packet sent to you, the Customer, together represent the complete statement of the Agreement (collectively, "**this Agreement**") between CENNAT, INC. d/b/a Fuel Georgia ("**Fuel Georgia**") and you, the Customer. The plans Fuel Georgia offers to Customers may vary by pricing, length of commitment (if any), and promotional incentives. The terms of the Fuel Georgia plan applicable to you are incorporated by this reference as if fully set forth herein.

2.0 **DEFINITIONS.** Unless otherwise provided for herein, capitalized terms shall have the meaning specified herein, as provided in Section 46-4-152 of the Official Code of Georgia Annotated or in Commission Rule 515-7-9-.01.

2.1. The term "**AGLC**" shall mean Atlanta Gas Light Company.

2.2. The term "**Agreement**" shall mean, and includes, all types of Agreements under which Fuel Georgia provides service.

2.3. The term "**Commission**" shall mean the Georgia Public Service Commission.

2.4. The term "**Residential Customer**" shall mean a firm retail customer of commodity service or of firm distribution service who uses such service or services primarily for personal, family, or household purposes.

2.5. The term "**Customer**" shall mean a firm retail customer of commodity service or of firm distribution service and, unless otherwise noted herein, includes a Residential Customer and Non-Residential Retail Customer.

2.6. The term "**Contract**" shall mean only written Agreements signed by the Customer and Fuel Georgia.

2.7. The term "**Non-Residential Retail Customer**" shall mean a small business or any other Customer that purchases gas for purposes other than resale or residential use, and either (1) contracts for such service at Fuel Georgia's published price; (2) has actual or estimated gas usage for the previous or ensuing twelve (12) month period of less than 15,000 therms; or (3) seeks service at a metering point that is less than 15,000 square feet.

2.8. The term "**Marketer"** shall mean any person (i.e., any corporation, whether public or private; company; individual; firm; partnership; or association, including a cooperative

or an electric membership corporation) certificated by the Commission to provide commodity sales service or distribution services pursuant to O.C.G.A. § 46-4-153 and ancillary services incident thereto.

2.9. The term "**Preferred Method of Communication**" shall mean the method of written communication agreed upon by Fuel Georgia and the Customer regarding the method of notification the Customer shall receive in compliance with Commission rules. Such preferred method of communication may include but need not be limited to: first class mail, bill message, email, text, or other electronic means supported by Fuel Georgia. Notwithstanding the foregoing, all Customers subject to this Agreement expressly consent to receive communications in manners and means established and chosen in its sole discretion by Fuel Georgia, from time to time, including, but not limited to, mail, bill message, email, SMS/text message, or other electronic means, courier service, autodialed and manual phone call, facsimile, and voice message (both organic and automated); provided, however, as and when required by applicable statute and/or regulation, Fuel Georgia will provide notices and communications to you using your Preferred Method of Communication.

3.0 **CHARGES AND FEES.** The following is a list of the charges and fees (the "**Charges and Fees**") that will appear on a Fuel Georgia bill for each account:

3.1. **Natural Gas Charges (the Price of Natural Gas)**. The retail price of natural gas per therm will include the following:

3.1.1. The "**Commodity Charge**" is the cost of the natural gas including contract costs and the cost of financial hedges to reduce price volatility. Natural gas is measured in volume, usually in units of one hundred (100) centum cubic feet ("**CCF**"). It is usually sold by units of potential heat called "**therms**." One (1) therm contains 100,000 British Thermal Units ("**BTUs**") of energy. A conversion factor (multiplier) is used to convert CCFs to BTUs.

3.1.2. The "**Interstate Pipeline Charge**" is the cost of having and using the pipeline capacity in transporting the gas from the wellhead to the AGLC distribution system, including building and maintaining the pipes and providing associated storage along the way.

3.2. **AGLC Base Charge.** The cost AGLC charges to deliver the natural gas to your home or business, known as the "**AGLC Base Charge**," includes, but is not limited to, intrastate delivery, AGLC meter reading, a base customer charge, peaking charges, and Commission-approved riders. AGLC's Base Charge will vary from month to month and from Customer to Customer. AGLC's Base Charge is based on a Dedicated Design Day Capacity ("**DDDC**") that is unique to each Customer. The DDDC is an estimation of the Customer's demand on the system on the coldest day of the year and is calculated by AGLC for each Customer every year. The Commission regulates the AGLC Base Charge. The AGLC Base Charge for any particular Customer is the same regardless of which Marketer is providing the commodity and customer services. More information

on this Base Charge can be found at https://www.atlantagaslight.com under "Rates and Tariff." Fuel Georgia will pass through to each account, without modification, the Base Charge assessed and determined by AGLC.

3.3. **Customer Service Charge.** Fuel Georgia will charge a monthly service charge of six dollars ($6.00) (the "**Customer Service Charge**") to cover the cost of call centers, billing, remittance processing, and other administrative aspects of account servicing.

3.4. **Pass Through of All Other AGLC Charges and Credits.** In addition to the AGLC Base Charge, Fuel Georgia will pass through to the Customer, without modification, all charges and credits assessed by AGLC to the Customer or to the Customer's account (the "**AGLC Charges**"), including, but not limited to, the following: (1) Senior Citizen Discounts, including a program administered by the Commission that provides eligible low-income seniors a monthly credit toward the AGLC Base Charge of their bill (the "**Senior Citizen Discount**") (A Customer may contact AGLC to obtain an application for a Senior Citizen Discount); (2) charges related to meters, metering, and meter reading; (3) charges related to seasonal customers; (4) charges related to Turn-ons and Turn-offs; and (5) charges related to other AGLC-provided services. AGLC charges will be identified as such on the Customer's bill.

3.5. **Taxes.** State and local taxes ("**Taxes**") will be charged separately. If a Customer is a tax-exempt entity, it is the Customer's responsibility to provide Fuel Georgia with the necessary exemption certificate.

3.6. **Late Fees.** An account that remains unpaid after the due date will have a late fee of ten dollars ($10.00) or one and a half percent (1.5%) of the past due balance, whichever is greater, added to the account balance. A late fee shall not apply to a Customer's account if the past due balance is less than thirty dollars ($30.00).

3.7. **Collection/Reconnection Fees.** An account that has a previous unpaid balance that remains unpaid as of the Disconnection Date listed on the Notice of Disconnection (issued pursuant to Section 9.2.1 below), will be disconnected. Any unpaid account (in Fuel Georgia's sole discretion) may be subject to collection, by collection agency(ies) and/or attorney(s) of Fuel Georgia, which agency(ies) and/or attorney(s) shall have full authority to make demands and settle claims on behalf of Fuel Georgia. Any charge(s) and/or fee(s) associated with an unpaid balance, reconnection, and/or collection shall be the responsibility of, and passed through to, the Customer. Said charges and fees may include, but are not limited to, court costs and expenses, attorney(s) fees, collection fees charged by said collection agency(ies), and AGLC charge(s).

3.8. **Returned Payment Fees.**

3.8.1. **Non-Delinquent Accounts.** If a Customer's account is not delinquent and the Customer's payment is returned unpaid by the issuing financial institution for any reason (other than a reason for which Fuel Georgia is at fault), then: (1) Fuel Georgia will notify the Customer and allow the Customer ten (10) business days

to re-remit payment; and (2) for each returned payment, a charge of twenty-five dollars ($25.00) will be added to the Customer's account to cover the additional cost involved in processing the returned payment.

3.8.2. **Delinquent Accounts.** If a Customer's account is delinquent and the Customer's payment is returned unpaid by the issuing financial institution for any reason (other than a reason for which Fuel Georgia is at fault), then: (1) the account may be subject to collections; and (2) for each returned payment, a charge of twenty-five dollars ($25.00) will be added to the Customer's account to cover the additional cost involved in processing the returned payment. A delinquent account for which a payment is returned will be disconnected, pursuant to Section 9 below, if the delinquent balance and the twenty-five dollars ($25.00) returned payment charge are not paid in full with cash, money order, or certified funds.

3.8.3. **Previously Returned Payment Method.** If a Customer's account, regardless of whether it is delinquent, is the subject of one (1) or more payments returned unpaid by the issuing financial institution for any reason (other than for which Fuel Georgia is at fault) in any twelve (12) month period, Fuel Georgia may not accept payments of that type (e.g., credit card, check, or debit card payments) for that Customer's account(s) for a twelve (12) month period beginning on the date the payment is returned.

3.9. **Cancellation Fees.**

3.9.1. If a Customer cancels an Agreement or Contract (other than a month-to-month Agreement) prior to the expiration date of the same, the Customer shall be responsible for any and all of the following:

3.9.1.1. All charges AGLC passes through to Fuel Georgia.

3.9.1.2. All of Fuel Georgia's natural gas that AGLC delivers to the Customer; and

3.9.1.3. An early cancellation fee of two hundred dollars ($200.00) (unless waived in the sole discretion of Fuel Georgia).

3.9.2. The early cancellation fee will not be charged to a Customer who is a low-income Residential Customer seeking service from the Regulated Provider of Natural Gas for the first time.

4.0 **SERVICE AVAILABILITY.** As a Marketer, Fuel Georgia will provide natural gas commodity sales service and customer service for any person, business entity, or public body that is currently or will in the future be served by AGLC's natural gas distribution system and meets the other requirements for service set forth in this Agreement.

4.1. **Sign Up Procedures.**

4.1.1. To establish an account with Fuel Georgia, a prospective Customer (or the representative of a prospective Customer that is not a natural person) must be at least eighteen (18) years of age.

4.1.2. **New Customers connecting to the AGLC distribution system.**

4.1.2.1. A Customer not currently receiving natural gas service from another Marketer may request to establish an account for natural gas service by contacting Fuel Georgia by phone, email, or mail, on Fuel Georgia's website utilizing the customer sign-up portal, or in person at Fuel Georgia's office.

4.1.3. **Customers requesting a Marketer switch.**

4.1.3.1. A Customer may submit a request to be switched from their existing Marketer to Fuel Georgia by contacting Fuel Georgia by phone, email, or mail, on Fuel Georgia's website utilizing the customer sign-up portal, or in person at Fuel Georgia's office.

4.1.3.1.1. A switch processed by AGLC prior to the nineteenth (19th) day of the month in which the switch request is made will be transferred to Fuel Georgia beginning on the first (1st) day of the following month.

4.1.3.1.2. A switch processed after the nineteenth (19th) day of the month in which the switch request is made will not be transferred to Fuel Georgia until the first (1st) day of the second (2nd) month after the request was processed.

4.1.3.2. A Customer account switched to Fuel Georgia may receive in the same month a final bill from the Customer's previous Marketer and a first month's bill from Fuel Georgia.

4.1.3.3. The first month's bill a Customer receives from Fuel Georgia (1) will include AGLC's Base Charge and Fuel Georgia's Customer Service Charge; and (2) may or may not include any Natural Gas Charges. If the first month's bill does not contain Natural Gas Charges, the second month's bill will contain the Natural Gas Charges for both months.

4.1.3.4. If a Customer has switched Marketers more than once within the previous twelve (12) months, the Customer shall be required to pay a switching fee of seven dollars and fifty cents ($7.50).

4.2. **Termination of Service.**

4.2.1. A Customer desiring to terminate service may do so by communicating their desire to do the same to Fuel Georgia by phone, email, or mail, on Fuel Georgia's website, or in person at Fuel Georgia's office.

4.2.2. A Customer desiring to switch service to another Marketer may do so by directly contacting the desired Marketer.

5.0 CREDITWORTHINESS REQUIREMENT AND SECURITY DEPOSIT.

5.1. A service security deposit may be collected in advance of commencement of any service if Fuel Georgia determines that a deposit is needed to ensure payment. In determining the need for a security deposit, and in fixing the amount of such a deposit, Fuel Georgia will give careful consideration to the following factors: (1) the type of service involved; (2) the risk involved in a new business enterprise; (3) the reputation of the involved premises; (4) the credit rating of the Customer; (5) the history of connects, disconnects, and reconnects at the involved premises or for the Customer; and (6) any other factor having a relevant bearing on the Customer's financial dependability.

5.2. If a deposit is required, Fuel Georgia will hold the Customer's deposit in an escrow account. Fuel Georgia will pay interest on a Customer's deposit that is held for six (6) months or longer at a rate equal to the rate paid by the financial institution where the escrow account is located.

5.3. **Residential Customer Deposits**.

5.3.1. A Residential Customer with a credit score of 665 or greater will not be required to pay a deposit.

5.3.2. A deposit will be refunded to the Customer, with accrued, unpaid interest, if applicable, in accordance with Section 5.2, within sixty (60) days after:

5.3.2.1. The Residential Customer has paid all bills from Fuel Georgia in a timely manner for six (6) consecutive months and the Residential Customer's account has a zero-dollar ($0.00) balance; or

5.3.2.2. The Residential Customer switches to another Marketer or terminates service, less any amounts the Residential Customer may then owe to Fuel Georgia.

5.3.3. The security deposit for a Residential Customer will not exceed one hundred and fifty dollars ($150.00).

5.4. **Customer Deposits (for all Customers that are not Residential Customers)**.

5.4.1. Any Customer that is not a Residential Customer and, as determined solely by Fuel Georgia, is not creditworthy may be (1) required to pay a deposit; or (2) unable to receive from Fuel Georgia commodity sales or distribution services and ancillary services incident thereto.

5.4.2. A Non-Residential Retail Customer will not be required to pay a deposit that exceeds twenty percent (20%) of the Customer's estimated annual bill.

5.4.3. The security deposit requirement for Customers (other than Residential Customers and Non-Residential Retail Customers) will be determined in the sole discretion of Fuel Georgia.

5.4.4. The deposit for a Customer that is not a Residential Customer will be refunded to the Customer, less any amounts owed to Fuel Georgia, when the Customer switches to another Marketer or terminates service.

6.0 SERVICE AGREEMENTS.

6.1. **Types of Service Agreements.** Fuel Georgia will provide natural gas to Customers under a variety of service Agreements.

6.2. **Variable-Rate Agreements.**

6.2.1. Fuel Georgia will provide service based on variable pricing for natural gas.

6.2.2. The variable price per therm will be based on Fuel Georgia's published price of natural gas on the beginning meter reading date that appears as the service "from" date on the Customer's bill. Therefore, the variable price per therm may fluctuate on a month-to-month basis.

6.2.3. The variable-rate price per therm, set by Fuel Georgia, is based on the market cost of natural gas, the cost of buying the natural gas, and the related transportation and storage costs.

6.2.4. The advertised price and price listed on the bill will include both Commodity Charges and Interstate Pipeline Charges, but will not include Taxes, any AGLC Charges (including the AGLC Base Charge), or Fuel Georgia's Customer Service Charge of six dollars ($6.00) per month.

6.2.5. A Customer's bill will vary based on the amount of natural gas used by the Customer and the price per therm during the monthly cycle.

6.2.6. All Charges and Fees provided in Section 3 above will apply.

6.3. **Fixed-Rate Agreements.**

6.3.1. Fuel Georgia may also offer fixed-rate Agreements, at its sole discretion.

6.3.2. A fixed-rate plan sets the price per therm based on Fuel Georgia's published price of natural gas at the time of the Agreement, and that price will not change for an agreed upon time, typically six (6), twelve (12) or twenty-four (24) months , depending on the current fixed-rate plans offered by Fuel Georgia.

6.3.3. The fixed-rate price per therm, set by Fuel Georgia, is based on the market cost of natural gas, the cost of buying the natural gas, and the related transportation and storage costs. A fixed-rate price may also include the costs of various contracts as well as financial hedges to reduce the impact of price volatility in the market.

6.3.4. The advertised price per therm and price per therm listed on the bill will include both Commodity Charges and Interstate Pipeline Charges, but will not include Taxes, any AGLC Charges (including the AGLC Base Charge), or Fuel Georgia's Customer Service Charge of six dollars ($6.00) per month.

6.3.5. A Customer's bill will vary based on the amount of natural gas used by the Customer; however, the price per therm will remain the same during the term of the Agreement.

6.3.6. All Charges and Fees provided in Section 3 above will apply.

6.3.7. When the expiration of a fixed term Agreement is approaching, or whenever Fuel Georgia proposes to change its terms of service, Fuel Georgia will provide written notification clearly explaining the Customer's options at that point, including, but not limited to, the option to switch to another Marketer.

6.3.8. A Customer may cancel or rescind a fixed-rate Agreement without penalty:

6.3.8.1. Within seventy-two (72) hours after the Customer has signed the Agreement.

6.3.8.2. If the Customer is a low-income Residential Customer seeking service for the first time from the Regulated Provider of Natural Gas; or

6.3.8.3. If the Customer moves outside their current delivery pool group, and the Customer does not change to another gas Marketer prior to or after relocation outside their current delivery pool group.

6.3.9. If a Customer rescinds an Agreement pursuant to Section 6.3.8.1 after the nineteenth (19th) day of the month in which the Customer signed the Agreement, the Customer shall be responsible for the following:

6.3.9.1. Any and all pass-through charges AGLC passes through to Fuel Georgia; and

6.3.9.2. Any and all of Fuel Georgia's natural gas that AGLC delivers to the Customer.

6.4. **Landlord / Continuous Service Contracts.** Fuel Georgia, at its sole discretion, may offer Continuous Service Agreements and/or Contracts to lessors/landlords to allow for a continuous supply of natural gas when rental units are not occupied.

6.5. **Other Service Agreements.** Fuel Georgia, at its sole discretion, may offer additional rate structures and service arrangements, including negotiated contracts, from time to time. Subject to applicable statutes, rules, regulations, and orders, the terms of a negotiated contract may eliminate, vary, or substitute any provision of this Agreement and/or add additional or different provisions.

7.0 **BILLING.**

7.1. **Contents of Bill.** Every Fuel Georgia bill will:

7.1.1. Contain sufficient information to allow a Customer to calculate and determine the accuracy of the bill (See Section 3 above).

7.1.2. Be written in clear and plain language; and

7.1.3. Contain, at a minimum, the following information when it is available:

7.1.3.1. Customer's name, AGLC account number, service address, and, if different, billing address;

7.1.3.2. The type of rate plan applicable to the Customer's account;

7.1.3.3. The current meter reading and date; the past meter reading and date; the CCF used; the number of therms used; the CCF to therm conversion factor; and the DDDC;

7.1.3.4. Price of natural gas per therm (including transportation); the AGLC Base Charge; the Customer Service Charge; Other Charges and Fees (See Section 3 above); Taxes; the current account balance; the amount due from other periods, if any; any late fees; the deposit amount, if applicable; any payment or credits applied to the Customer's account during the current period; the total bill amount due and payable; the due date; options and instructions for how to make a payment; and payment arrangement information;

7.1.3.5. A local telephone number and toll-free telephone number to contact Fuel Georgia;

7.1.3.6. The office hours, phone number, mailing address, physical address, and email address for Fuel Georgia;

7.1.3.7. An emergency telephone number to report a leak to AGLC (emergency phones are answered 24 hours per day, 7 days a week);

7.1.3.8. An explanation of any codes and abbreviations used; and

7.1.3.9. If more than one (1) billing cycle is shown on the bill, separation of all charges by the meter reading period.

7.2. **Billing Adjustments.** Fuel Georgia reserves the right to include, in a Customer's subsequent bill, adjustments related to previous billing errors, meter reading errors, miscalculation of Taxes, and other errors or omissions.

7.3. **Billing Period and Payment of Bills.**

7.3.1. **Billing Period and Payment of Bills, Generally.**

7.3.1.1. All Customers will be billed monthly.

7.3.1.2. Statements will be prepared and conveyed as soon as possible after the reading of the Customer's meter is received by Fuel Georgia from AGLC.

7.3.1.3. Fuel Georgia will not send estimated bills, unless the actual meter readings are not made available to Fuel Georgia by AGLC, and in that event, such estimated bills will be limited to no more than two (2) consecutive months.

7.3.1.4. Bills are due twenty (20) days from the statement date; provided, however, that if such a day is not a working day for Fuel Georgia, the bill shall be due on the next normal working day.

7.3.1.5. Failure to receive a statement does not release the Customer from the obligation to pay the bill.

7.3.2. **Combined Bills for Fuel Georgia and CGEMC Customers.** A Fuel Georgia Customer that is also a Central Georgia Electric Membership Corporation ("**CGEMC**") Customer may choose to have the Customer's natural gas bill included on, and billed with, their CGEMC electric bill. In this case, the billing date for natural gas and electricity may be up to, but not more than, thirty (30) days after the gas meter is read by AGLC or, if applicable, the date of the estimated reading. A Customer that pays less than the total of a combined natural gas and electric bill may specify how the payment is to be applied to the two (2) account balances; provided, however, that if there is no such specification, partial

payment on a combined natural gas and electric bill will be applied to the natural gas bill first and any remaining funds will be applied to the electric bill.

7.4. **Budget / Levelized Billing.** A Residential Customer may be offered the option to use a budget bill payment method, also known as levelized billing. Such a billing payment method is calculated based on the average of the Residential Customer's bills over the prior twelve (12) months or an estimate thereof, allowing the Residential Customer to pay nearly the same amount each month.

7.5. **Low-Income Household Assistance.** Federal grant funding has been set aside to help low-income families pay their natural gas bills. Applicants should contact their local Community Action Agency or the Georgia Department of Human Services Division of Family and Children Services LIHEAP Program at (404) 656-5252 or 1 (877) 423-4746 (toll free) or visit their website at https://www.dfcs.georgia.gov for more information. Other sources of aid include but are not limited to: (1) Heating Energy Assistance Team (H.E.A.T.) contactable at (678) 406-0212; and (2) The Salvation Army's Project Share contactable at (404) 873-3101 (inside metropolitan Atlanta) or toll free at 1 (800) 257-4273 (outside metropolitan Atlanta).

7.6. **Payment Methods.** A Customer may pay their Fuel Georgia bill by any of the following methods:

7.6.1. By phone at (678) 774-6010 or toll free at 1 (833) 903-FUEL (3835);

7.6.2. On the internet at https://www.fuelgeorgia.com via the customer portal using the Customer's account login credentials;

7.6.3. By mailing a payment to the following address: Fuel Georgia, c/o Meridian, P.O. Box 530812, Atlanta, Georgia 30353-0812; or

7.6.4. By delivering a payment in person to the following address: Fuel Georgia, 923 South Mulberry Street, Jackson, Georgia 30233.

8.0 CALCULATION OF BILLS.

8.1. **Total Bill.** The total bill should equal the sums of Sections 3.1 through 3.9 above and any amount due from other periods (if any), less any payments and credits.

8.2. **Payments/Credits.** Payments and other credits will appear on the bill and reduce the total amount due. If a billing error results in overpayment, Fuel Georgia will, at the latest sixty (60) days after the overpayment has been acknowledged or admitted to by Fuel Georgia, provide: (1) a credit in the amount of the overpayment to the Customer's account; or (2) a refund of the amount of overpayment to the Customer.

8.3. **Billing Questions.** Any Customer may contact Fuel Georgia with any questions regarding their bill using the contact information in Section 14 below.

9.0 **DISCONNECTION POLICY.**

9.1. **Disconnection Policy, Generally.**

9.1.1. A Customer's service may only be disconnected for one (1) or more of the following reasons:

9.1.1.1. The Customer requests disconnection;

9.1.1.2. Continued service to the Customer constitutes an immediate hazard to persons or property;

9.1.1.3. An Order of the Commission, any court, or any other authorized public agency requires disconnection; or

9.1.1.4. A bill for service from Fuel Georgia is not paid at least forty-five (45) days after the date of the bill, provided that the bill was (1) sent to the Customer in a timely manner; (2) rendered in compliance with O.C.G.A. §§ 46-4-158.1, 46-4-158.2, and 46-4-160, and Commission Rule 515-7-6-.01, *et seq.*; (3) not for service to a previous occupant of the premises served; (4) not for the purchase of merchandise, appliances, or a non-gas utility; and (5) not for service rendered at a different metering point, unless the bill for service rendered at that different metering point was a final bill from Fuel Georgia and remained unpaid at least forty-five (45) days from the date of the bill.

9.2. **Limitations on Disconnection.**

9.2.1. **Required Notification.**

9.2.1.1. Fuel Georgia will not request AGLC disconnect any account for nonpayment of a bill that was not sent to the Customer in a timely manner.

9.2.1.2. Fuel Georgia will not request AGLC disconnect any account until a written notice of the proposed disconnection (a "**Notice of Disconnection**") has been delivered at least fifteen (15) days prior to the earliest date for the proposed disconnection (the "**Disconnection Date**"): (1) by mail to the Customer's Fuel Georgia mailing address of record; or (2) by the Customer's Preferred Method of Communication to the Customer. If Fuel Georgia definitively knows or, in its sole determination, believes a third-party has undertaken responsibility to pay the Customer's bill (a "**Third-Party Payor**"), Fuel Georgia will also deliver the Notice of Disconnection to the Third-Party Payor.

9.2.1.3. A Notice of Disconnection will include the following:

9.2.1.3.1. The Disconnection Date;

9.2.1.3.2. The amount due and the reason for the proposed disconnection;

9.2.1.3.3. A local telephone number and a toll-free telephone number that the affected Customer may call for information about the proposed disconnection;

9.2.1.3.4. A list of authorized pay stations in the state, or a local or toll-free number for information on pay stations in the state, where a cash payment can be processed for immediate posting to the Customer's account within one (1) business day;

9.2.1.3.5. The procedure for preventing disconnection of service, including one wherein there may exist a medical emergency, and notification of the availability of a payment arrangement under the seasonal restrictions;

9.2.1.3.6. Information concerning any programs known to Fuel Georgia which might assist the Customer in paying the past-due bill including the division name and telephone number for information regarding heating assistance administered by the Georgia Department of Human Services;

9.2.1.3.7. A statement that the Customer is entitled to at least one (1) reasonable payment arrangement in writing prior to disconnection, unless the Customer failed to honor a previous payment arrangement. Such statement will also state that the Customer must contact Fuel Georgia in order to receive such payment arrangement, and provide a local telephone number and a toll-free telephone number for the purpose of establishing such payment arrangement; and

9.2.1.3.8. A statement that a low-income Residential Customer may transfer to the Regulated Provider of Natural Gas without termination of service.

9.2.1.4. Fuel Georgia will not prevent a Customer from obtaining distribution and commodity sales service from another Marketer or the Regulated Provider of Natural Gas.

9.2.2. **Final Contact.** Fuel Georgia will make a good-faith effort to contact the Customer by phone, certified mail to the Customer's Fuel Georgia mailing address of record, certification of mailing to the Customer's Fuel Georgia mailing address of record, hand delivery, or by the Customer Preferred Method of

Communication both two (2) days and one (1) day prior to the proposed Disconnection Date.

9.2.3. **Disconnect Days.** Proposed disconnection dates will only be on normal business days, excluding Fridays, although actual disconnections will be performed by AGLC.

9.2.4. **Serious Illness.**

9.2.4.1. Service will not be disconnected for nonpayment of a bill by a Residential Customer who has a serious illness that would be aggravated by the disconnection if the Residential Customer (1) notifies Fuel Georgia of this condition (in writing or orally), with written notice to Fuel Georgia within ten (10) days thereafter; and (2) within ten (10) days of giving such initial notice furnishes, or causes to be furnished, to Fuel Georgia a statement from a physician, county board of health, hospital, or clinic identifying the illness, its expected duration, and certifying that the illness would be aggravated by such disconnection.

9.2.4.2. If the requirements of Section 9.2.4.1 above are satisfied, then the proposed disconnection shall be postponed for the shorter of either (1) the length of the illness; or (2) one (1) month from the date of such initial notice.

9.2.4.3. The Residential Customer may further postpone disconnection one (1) additional time by again following the procedure set forth in Section 9.2.4.1.

9.2.4.4. If there is a dispute regarding the existence of a serious illness, the case may be referred to the Commission for final determination.

9.2.5. **Seasonal Limitations.** Service to a Residential Customer will not be disconnected for an unpaid bill between November 15 and March 15, if:

9.2.5.1. The Residential Customer agrees in writing using the Customer's Preferred Method of Communication to (1) pay the past-due balance, including customer charges, in equal installments for a maximum duration beginning with the first billing period after March 15 and concluding prior to the following October 15; and (2) pay all bills by their due date for current service received after said agreement; and (3) the Residential Customer complies with said agreement through its term; or

9.2.5.2. The forecasted local low temperature for a forty-eight (48) hour period beginning at 8:00 A.M. Eastern Standard Time ("**EST**") on the date of the proposed disconnection is below thirty-two (32) degrees Fahrenheit.

9.2.6. **Other Limitations.**

9.2.6.1. Natural gas service may not be disconnected if: (1) the overdue bill is for consumption of more than two (2) months as the result of previously estimated bills, unless the Customer has been given an amount of time to pay the bill at least equal to the amount of time in which the bill was estimated; (2) the overdue bill includes any charges different from those stated in the Notice of Disconnection; (3) the overdue bill is in dispute; or (4) the overdue bill is solely comprised of an unpaid deposit, unless it is for a deposit that was assessed either at the commencement of service with Fuel Georgia or within sixty (60) days from the commencement of service date.

9.2.6.2. Fuel Georgia will provide written notice at least fifteen (15) days prior to disconnecting any multi-family dwellings where the landlord or lessor is responsible for payment of the gas service. Such notice will be personally served on at least one (1) adult in each dwelling unit within the affected multi-family development, or, if personal service cannot be so affected for each dwelling unit, posted conspicuously on the multi-family development premises.

9.2.7. If a Customer's account has been issued a Notice of Disconnection pursuant to this Section 9 and the Customer pays the amount due within fifteen (15) days after that notice, but subsequently the payment is returned unpaid by the issuing financial institution, then the Customer's account having remained unpaid shall be subject to immediate disconnection or disconnection upon the fifteenth (15th) day after that notice, whichever is later.

9.3. **Billing Arrangements.** Fuel Georgia will work with a Customer that Fuel Georgia, in its sole discretion, determines is making a good faith effort to pay any delinquent bill(s). A Customer is entitled to at least one (1) reasonable payment arrangement in writing before disconnection and such an arrangement can be made by contacting Fuel Georgia, unless the Customer failed to honor a previous payment arrangement.

9.4. **Extension of Credit.** Fuel Georgia may deviate from its policy on disconnection for delinquent bills only when Fuel Georgia, in its sole and absolute discretion, determines one (1) or more of the following conditions exist(s): (1) Fuel Georgia's ability to effectuate full and final collection of the bill will not be impaired by: (i) the extension of credit for a fixed time; or (ii) the arrangement for installment payment of the bill; (2) the Customer involved establishes to the satisfaction of Fuel Georgia that the Customer's failure to pay the bill has resulted, wholly or in part, from some mistake made by Fuel Georgia for which the Customer was not responsible; (3) disconnection of service might pose immediate danger to the Customer or a member of the Customer's household due to illness; (4) the Customer has maintained a high credit rating with Fuel Georgia and the risk involved in extending the credit will not jeopardize Fuel Georgia's ability to effectuate full and final collection of the bill; or (5) enforcement of the policy will otherwise constitute an undue hardship in relation to the amount of the delinquent bill.

9.5. **Reconnections**. If a Customer's natural gas service is disconnected for nonpayment, before service with Fuel Georgia is restored, the Customer must pay (1) all past due amounts and any Fuel Georgia reconnection fees; (2) any and all AGLC charges associated with disconnection and reconnection; and (3) a security deposit equal to, but not to exceed, the maximum Fuel Georgia security deposit (i.e., one hundred and fifty dollars ($150.00) for a Residential Customer; twenty percent (20%) of the estimated annual bill for a Non-Residential Retail Customer; and as determined by Fuel Georgia for any other Customer) regardless of the Customer's credit score and/or creditworthiness.

10.0 COMPLAINT/DISPUTE RESOLUTION.

10.1. **Generally.** Fuel Georgia's bills contain information including, among other things, the names, business addresses, email address, internet address, telephone number, and facsimile number of Fuel Georgia's customer service representatives ("**CSR**") to contact with customer complaints, concerns, or questions. A Customer with a question about the accuracy or correctness of a bill or a complaint or dispute should immediately contact Fuel Georgia's CSRs by phone. Each CSR is authorized to work to address customer concerns, and customer service supervisors are available, although not necessarily immediately, to work with situations CSRs cannot resolve. Fuel Georgia will acknowledge receipt of complaints and disputes within one (1) business day; provided, however, that, if an investigation or response will require additional time, that will be explained in the acknowledgement. Additional time may be required for a response if, for example, the charges a Customer is concerned with or has questions about are AGLC charges or involve AGLC-provided meter readings. A Customer who feels the resolution of the dispute is not acceptable may file a complaint with the Commission.

10.2. **Billing Disputes.** If there is a dispute between Fuel Georgia and a Customer regarding the amount of a bill, Fuel Georgia will confer with the Customer by telephone or another verifiable method of communication in an attempt to resolve the dispute; provided that Fuel Georgia will not report a Customer to any consumer reporting agency, as defined in Section 603(f) of the federal Fair Credit Reporting Act, 15 U.S.C.A. § 1681a(f), until after Fuel Georgia has conferred as stated above and complied with all other applicable laws or obtained a judgment against the Customer.

10.3. **Billing Errors.** Whenever Fuel Georgia discovers, or has called to its attention, a billing error or other mistake, Fuel Georgia will correct the billing error within thirty (30) days after the date on which said error is reported to or acknowledged by Fuel Georgia. While a billing error is disputed, Fuel Georgia will neither impose a late fee or penalty on the disputed amount nor, if the disputed amount constitutes the total amount past due, initiate an action to disconnect the Customer's service or collect on the past due balance; provided, however, that this provision shall require a Customer to initiate an action with the Commission in a timely manner after receipt of Fuel

Georgia's response or proposed resolution to the Customer's dispute, if the Customer is not satisfied with the response or proposed resolution.

10.4. **Time Allowance.**

10.4.1. If a Customer is not timely billed or receives a bill that otherwise does not comply with Commission Rule 515-7-6-.02(a) (Service Quality Standards for Billing), that Customer will receive a reasonable time extension in which to pay the untimely or noncompliant bill greater than or equal to the time between the actual monthly meter reading date (or the date of the estimated meter reading, if applicable) and the date the bill was sent to the Customer. Generally, this timeframe will be twenty (20) days. If the Customer requests, Fuel Georgia will allow the Customer to pay this amount in equal installments.

10.4.2. Unless the time period is longer under Section 10.4.1 above, a Customer that receives a bill that undercharges or fails to charge for legitimate services will be given a time extension in which to pay of ninety (90) days from the date a correct bill is sent to the Customer or the next business day, if the said ninetieth (90th) day is not a business day.

10.4.3. During the pendency of any time extension for payment under this Section 10.4, Fuel Georgia will not charge or accrue any interest or late charges or penalties, undertake any collection efforts, report the Customer to any credit reporting agency, or disconnect the Customer's natural gas service.

10.5. **Right to Assistance.** If you are not satisfied with Fuel Georgia's response to your question or concern, you have the right to contact the Commission. Contact: Georgia Public Service Commission, Attn: Consumer Affairs, 244 Washington Street, S.W., Atlanta, Georgia 30334-9052; (404) 656-4501 (within metropolitan Atlanta); 1 (800) 282-5813 (Toll Free outside metropolitan Atlanta); (404) 656-2341 (fax); gapsc@psc.ga.gov (email); https://www.psc.ga.gov (website).

11.0 **DISCLOSURE STATEMENT.** These Terms and Conditions of Service include by reference, as if fully set forth herein, the Disclosure Statement of CENNAT, INC. d/b/a Fuel Georgia that (1) was sent to you when you enrolled for service from Fuel Georgia; and (2) is available by request made by phone, facsimile, email, mail, using the contact information in Section 13 below, or using the chat feature on Fuel Georgia's website. The Disclosure Statement includes the prices and/or pricing methodology for natural gas for the plan applicable to you, the Customer.

12.0 **WAIVER.** Should Fuel Georgia not enforce any provision or right under this Agreement, the same does not constitute a waiver of the right to later enforce, or in any way prevent Fuel Georgia from later enforcing, that or any other provision of this Agreement.

13.0 **OFFICE LOCATION/ADDRESS, HOURS AND CONTACT INFORMATION.** Fuel Georgia's principal corporate office is located at 923 South Mulberry Street, Jackson,

Georgia 30233 and is open for business Monday through Friday, with the exception of holidays, between the hours of 8:00 A.M. Eastern Standard Time ("**EST**") and 5:00 P.M. EST. Fuel Georgia's holiday closures are posted regularly on our website: https://www.fuelgeorgia.com.

Customer service personnel may be reached between the hours of 8:00 A.M. and 5:00 P.M. EST on normal business days.

13.1. **Contact Phone Numbers.**

13.1.1. Customer Service: (678) 774-6010 or 1 (833) 903-FUEL (3835) (toll free)

13.1.2. Gas leaks and emergencies only: Atlanta Gas Light Company: (770) 907-4231 (inside Metro Atlanta); 1 (877) 427-4321 (outside Metro Atlanta) (24 Hours per day, 7 days a week, 365 days per year).

13.2. **Address for Bill Payments.** Fuel Georgia, c/o Meridian, P.O. Box 530812, Atlanta, Georgia 30353-0812

13.3. **Address for All Other Mailed Correspondence.** Fuel Georgia, 923 South Mulberry Street, Jackson, Georgia 30233.

13.4. **Internet Address**. https://www.fuelgeorgia.com