



## Terms and Conditions

As of May 1, 2009

### Definitions:

**Residential Customer:** A customer that consumes natural gas primarily for personal, family or household purposes.

**Commercial Customer:** A customer engaged primarily in selling goods or services excluding manufacturing and electric power generation as well as service to institutions and local, state, and federal governmental departments and agencies.

**Industrial Customer:** A customer engaged primarily in a process that creates or changes raw or unfinished materials into another form or product including the generation of electric power.

**Atlanta Gas Light (AGLC):** The utility regulated by the Georgia Public Service Commission that owns, operates and maintains the pipeline system within your service area and distributes gas on behalf of Fireside Natural Gas and other marketers. AGLC is responsible for responding to gas leaks and other emergencies.

**Georgia Public Service Commission (GPSC):** Regulatory committee governing regulated utilities in the state of Georgia.

**Initiating Service:** When you request service connection, we will open a new account number and schedule a time for AGLC to turn on your service. Fireside Natural Gas will make its best efforts to facilitate a switch from another marketer, but cannot guarantee that a switch can be honored at the time it is requested. Customer switch requests that are received after the 15th of the month may not be facilitated by the first day of the following month.

### Fees and Charges

Your Fireside Natural Gas bill will include:

**AGLC Base Customer Charge** Regulated charge from the utility billed through the marketer which includes the following:

- **Base customer charge** – fixed costs for AGLC to service customer including regulator, meter and service lines.
- **Ancillary Service** – AGLC cost to read meter.
- **Dedicated Design Day Capacity Charge (DDDC)** – AGLC cost to provide delivery service to your premise based on your gas usage on the coldest day of the year.
- **Peaking Service** – AGLC cost of operating liquefied natural gas and propane operations (may not apply to all customers).
- **Franchise Recovery Cost** – AGLC cost for the right to use public rights-of-way for AGLC's gas lines and other facilities.
- **Social Responsibility Rider** – AGLC cost of providing a low-income senior citizens discount to eligible customers. This rider is charged to all residential customers who are not receiving the low-income senior citizen's rate.
- **Interstate Capacity Charge** – A transportation charge that is based on your DDDC as determined by AGLC. Fireside Natural Gas will assess a full charge for each service period regardless of the number of service days. The interstate capacity charge is included in the per therm price for residential customers. Commercial customers may choose to have the interstate capacity charge included in their per therm price or billed separately.
- **Pipeline Replacement Program** – Recovers AGLC cost incurred to replace all bare steel and cast line pipe on their system within Georgia.
- **Environmental Response Cost** – AGLC cost of environmental compliance.

**Fireside Natural Gas Customer Charge:** The charge covers our cost to maintain and service your account. Fireside Natural Gas assesses a full customer service charge for each service period regardless of the number of service days.

**Natural Gas Charge:** The cost of gas used during the service cycle. This cost can vary depending on the quantity of gas used and the price per therm.

**Sales Tax:** Sales tax will apply to all charges on your Fireside Natural Gas bill except any Late Charges.

### Other Fees and Charges

**Taxes:** The customer is responsible for all applicable Federal, State, and Local taxes. It is the customer's responsibility to provide Fireside Natural Gas with the required exemption certificate if you are a tax-exempt entity.

**Insufficient Funds Fee:** Any payment to your account that is not accepted for the full amount, including insufficient funds associated with a bank draft payment even if payment is accepted on resubmission, will be assessed a non-refundable fee of no more than \$30.00.

**Late Charge:** If your account becomes past due by greater than \$30, you will be charged a late fee of 1.5% of the overdue amount or a minimum of \$10 to offset the cost to Fireside Natural Gas.

**Early Termination Charge:** Current FireSide customers who elect to terminate their Fixed Rate plan prior to the plan expiration date in order to change to another Fixed Rate plan will be charged a cancellation fee of \$30.00. Fixed Rate plan participants terminating the agreement prior to plan expiration date and leaving FireSide will be charged a cancellation fee of \$100.00.

**Service Connection Charge:** You will be charged a total of \$50 to establish first time service or to re-establish disconnected service. \$25 of this fee is a pass through fee from AGLC. This \$50 fee does not apply to customers who are already serviced by and are switching from another marketer supported by AGLC. If your property requires a meter to be set, or when an existing meter has been set only for temporary service to a builder, contractor, or developer prior to occupancy, you will be charged a meter set fee of \$75.00, of which \$50.00 is a pass through fee from AGLC.

**Seasonal Service:** If your service is voluntarily disconnected and reconnected at a single location within a 12-month period and you are a residential customer, you will be assessed a reconnection charge of \$75, of which \$50 is a pass-through charge from AGLC. If you are a commercial customer, the reconnection charge is \$85, of which \$60 is a pass-through charge from AGLC. You must meet FireSide's credit requirements in order to have service reconnected.

### Billing Questions and Complaints

If you think your bill is incorrect or you would like further information you may contact us via email at [customerservice@firesidenaturalgas.com](mailto:customerservice@firesidenaturalgas.com) or by phone at **678.872.0250 / 866-517-0250**. Please provide us with your service address and Fireside account number. No late fees will be imposed for the portion of the disputed amount, and Fireside will not take any action on your account while the dispute is being investigated. Any undisputed portion of your bill is due by the stated due date. If you do not pay the undisputed portion, a late charge or service disconnection fee may occur. Customers billed incorrectly or not within a timely period will not incur a late fee and will be allowed up to 90 days from the date a corrected bill is rendered to pay in full.

### Billing Dispute Policy

If you feel your rights as a consumer have not been honored you should first contact Fireside Natural Gas and allow us the opportunity to resolve your complaint. If the complaint remains unsolved you should file a complaint with the GPSC, Consumer Affairs Section. (see Contacts)

### Pricing Plans

#### Fixed Rate

Fireside Natural Gas offers a fixed price per therm that will not change during the term of the contract. Your fixed price will remain in effect for all bills during the term of your agreement. The price per therm, customer service charge and interstate capacity charge (if applicable) is set for the term of the agreement. You will be notified a minimum of two times prior to the expiration of your fixed price agreement. If Fireside Natural Gas is unable to make contact you will be automatically switched to a variable plan at the end of your contract. Early termination of a fixed price agreement will result in a one time charge.

**Early Termination Charge** for more details. An early termination charge will be assessed in the following circumstances:

- If you switch to a variable rate plan during the term of your contract.
- If you change to another natural gas provider during the term of your contract.
- If service is disconnected for non-payment or your account becomes delinquent.
- If you move within AGL service area and change natural gas providers during the term of your contract.
- If you voluntarily disconnect service.
- If you are a low-income customer seeking service for the first time from a regulated provider a cancellation fee will not be assessed.

#### Variable Rate

Fireside offers a variable price per therm that will change monthly based on natural gas market conditions. The price per therm does not include the AGLC service fee and state and local taxes. You will be charged the price per therm that is in effect for the month on the first day of your meter reading cycle. The price per therm can be obtained by logging onto [www.firesidenaturalgas.com](http://www.firesidenaturalgas.com) or calling customer service at **678.872.0250 / 866-517-0250**. You may switch to a fixed pricing plan at any time however it must start at the beginning of a new billing cycle. There is no termination fee with a variable rate plan.

#### Low Income Senior Citizen Discount

Customers who are 65 years or older with an annual combined gross income per household of \$14,355 or less are eligible for a GPSC-approved reduction in their monthly AGLC Base Charge. Call our customer service center to apply or receive more information.

### Service

AGLC reads and maintains your meter. Fireside Natural Gas will bill you for the actual consumption received from AGLC. In the event that AGLC provides Fireside Natural Gas with an estimated reading, such estimated bills will be limited to no more than two consecutive months.

#### Meter Tampering

Your meter is the property of AGLC. Any tampering with the meter or reconnecting natural gas service is dangerous and violates federal safety regulations and state laws. Any tampering is subject to criminal prosecution.

#### Contract

Fireside does not require a service contract for variable rate plans. By law, you are allowed to cancel any agreement, written or otherwise, without penalty within 3 days of receiving your welcome packet. You, the customer, may cancel in writing or electronically by contacting Fireside Natural Gas.

If you have a fixed term agreement with us and it is approaching the expiration date, or whenever we propose to change our terms of service in any type of agreement, you will receive written notification from us prior to the date of expiration of or change to the agreement. We will explain your options to you in this advance notification.

Fireside Natural Gas will not prevent the customer from obtaining distribution and commodity sales service from another marketer or provider pursuant to OCGA Sec. 45-4-158.3.

#### Disconnection Restrictions

If you do not keep your account in good standing you may be subject to disconnection of your natural gas service according to regulations of the GPSC.

#### Disconnect During Illness

If you are unable to pay your natural gas bill due to serious illness of you or someone in your household you may qualify for a suspension of disconnection.

**Procedure is as follows:** Contact Fireside Natural Gas Customer Service immediately at **678.872.0250 / 866-517-0250**, and provide written documentation from a licensed physician, county board of health, hospital or clinic detailing the nature of the illness, expected duration and certification that the illness would be aggravated by the discontinuation of gas service. Once we receive appropriate documentation disconnection of service will be suspended for either the length of the illness or one month, whichever is shorter. You may renew the postponement period one additional time by repeating the aforementioned documentation procedure.

#### Disconnection Guidelines

Fireside Natural Gas or AGLC shall not discontinue service to a residential customer for an unpaid bill between November 15 and March 15 if the customer does the following: agree in writing to 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 agree in writing to pay all their bills by their due date for current service received after said agreement. Gas service may not be disconnected if the local forecast calls for temperatures below 32° F within a 24 hour period of the scheduled disconnect date.

**678.872.0250** toll free 866.517.0250 2655 Dallas Highway, Suite 250 Marietta, Georgia 30064

continued over

## Payment Options

Full payment is due on or before the due date shown on your bill. The number of days between the bill date and due date may vary, however you have 20 days from the date Fireside Natural Gas mails you the bill to pay. Payment can be made using the following methods:

**Online Payment through checking or credit card** – you must register for this service through our website at [www.firesidenaturalgas.com](http://www.firesidenaturalgas.com). Your online payment could take up to five business days to process. There is no fee for this service.

**Automatic bank draft** – you can choose to have your payment automatically withdrawn from your financial institution. You can download an application for this service at [www.firesidenaturalgas.com](http://www.firesidenaturalgas.com) or call Customer Service for an application.

**Check or money order via US Postal Service** – Checks should be made payable to Fireside Natural Gas and mailed to 2655 Dallas Highway Suite 250, Marietta, GA 30064

**Pay in Person** – you may choose to pay your bill in person at any of our 285 payment locations throughout the state. To find a location near you go to [www.firesidenaturalgas.com](http://www.firesidenaturalgas.com) or call FireSide Natural Gas at **678.872.0250 / 866-517-0250**. Transaction fee may be applied by the payment location provider.

**Pay by Phone** – you can pay by phone using a check, credit card or certain debit cards. Paying by phone may take up to five business days to process. There are no fees for this service.

Please call **678.872.0250 / 866-517-0250** to initiate a phone payment.

**LIHEAP** – Fireside Natural Gas will accept LIHEAP payments from qualified participants.

### Late Fees

Payments received after the due date will be assessed a late fee. If your account becomes past due by \$30.00 or more you may be billed a late charge of 1.5% of the unpaid amount, with a minimum charge of \$10.00. We also may discontinue service to your premise if we do not receive payment within the specified time, as permitted by GPSC. If your balance remains unpaid after service has been disconnected your account may be turned over to a collection agency.

## Cancellation of Service

### Voluntary

Customers can cancel service at any time without penalty as long as they are not participating in a fixed price plan. We require ten days notification prior to cancellation of service, except for customers switching to an alternative Georgia marketer. If you fail to notify Fireside Natural Gas of cancellation within ten days, service will continue until notice is received and you will be responsible for paying all charges until the time of service termination. To initiate a disconnection of service, please call Fireside customer service at **678.872.0250 / 866-517-0250** or in writing via email at [customerservice@firesidenaturalgas.com](mailto:customerservice@firesidenaturalgas.com) or USPS to Fireside Natural Gas 2655 Dallas Highway Ste. 250 Marietta, GA 30064. *Fireside Natural Gas will not charge a cancellation fee to low income, residential customers seeking service for the first time.*

### Involuntary

Fireside Natural Gas has the option to disconnect your service. Gas service will only be disconnected after it has been at least fifteen days since you received notification that service would be disconnected. If a disconnect action is required, you will be notified twice by a separate mailing from your bill. Service will not be disconnected for nonpayment of a bill that Fireside Natural Gas did not provide in a timely manner. Before a disconnect is initiated, we will offer at least one reasonable pay arrangement in writing.

## Terms and Conditions

Fireside Natural Gas reserves the right to revise these Terms and Conditions at any time and without notice. The most current version of the Terms and Conditions may be found online at [www.firesidenaturalgas.com](http://www.firesidenaturalgas.com).

### Extraordinary Events

In the event of an act of God, extraordinary weather occurrence, an AGL or interstate pipeline outage, an act or consequence of war, civil disturbance, or other state or national emergency that makes it impossible for Fireside Natural Gas to perform, these terms and conditions shall be excused for the duration of the event. If such conditions occur we may discontinue service without notice.

### Contact Information

If you have any questions, need to obtain information or are dissatisfied with any aspect of your Fireside Natural Gas account, please contact us at the following:

#### Fireside Natural Gas

2655 Dallas Highway, Suite 250 • Marietta, Georgia 30064 • **678.872.0250** • Toll Free: **866.517.0250**

#### Georgia Public Service Commission

Consumer Affairs Department • Metro Atlanta: (404) 646 – 4501 • Toll Free: (800) 282-5813 (outside metro Atlanta) • Fax: (404) 656 – 2341 • E-mail: [gapscc@psc.state.ga.us](mailto:gapscc@psc.state.ga.us) • [www.psc.state.ga.us](http://www.psc.state.ga.us)

#### Governor's Office of Consumer Affairs

Consumers' Utility Counsel Division • Metro Atlanta: (404) 651-8600 • Toll Free: (800) 869-1123 • Fax: (404) 651-9018 • [www.state.ga.us/gaoca](http://www.state.ga.us/gaoca)

#### If you need information regarding assistance you may contact:

Energy Assistance Program • (404) 463-3016 • (800) 869-1150 • Fax: (404) 657-4480

**To report a gas leak or emergency contact Atlanta Gas Light • (770) 907-4231 • (877) 427-4321**

## Disclosure Statement

This Disclosure Statement is to be read in conjunction with the Terms and Conditions of Service from FIRESIDE NATURAL GAS, LLC as it provides important information about your natural gas service. These two documents encompass the agreement between Fireside Natural Gas ("the company") and you, the customer.

Customer name: \_\_\_\_\_ Service address: \_\_\_\_\_

AGLC account #: \_\_\_\_\_ Date service was requested: \_\_\_\_\_ Date service is expected to be effective: \_\_\_\_\_

Rate plan selected: \_\_\_\_\_ Rate per therm: \_\_\_\_\_ Term of agreement: \_\_\_\_\_

Customer service Charge: \_\_\_\_\_ Early termination fee: \_\_\_\_\_

**Fixed Rate:** Under a fixed rate plan, you will be charged a fixed rate per therm for the length of your agreement. The per therm rate will be determined on the first day of your fixed rate contract and will remain in effect for the term of your agreement. Your total bill will vary from month to month based upon your usage. The per therm rate may include interstate capacity charges, but will not include service fees from AGLC or the company, or state and local taxes, which will be charged as a separate line item. Fixed rate contracts are subject to 6 month or 1 year terms. If you are switching from another marketer or turning on new service and select a fixed rate plan upon enrollment, the fixed rate will be effective the first day your service begins. If you are currently under our variable rate program, your fixed rate will take effect for the next billing cycle.

**Variable Rate:** You per therm price will be based on the published price of gas on the beginning day or your billing cycle which is the starting meter read date set by AGLC. Under a variable rate plan, the per therm price may vary from month to month based upon market prices. Variable monthly rates are posted on our website at [www.firesidenaturalgas.com](http://www.firesidenaturalgas.com) and are updated on the 5th of each month. This rate may include interstate capacity charges, but will not include service fees from AGLC, the company, or state and local taxes, which will be charged as a separate line item. The company cannot predict future prices as they are determined by various factors including the weather and general market conditions. You may switch to a fixed rate plan at any time, however you will be subject to the terms and conditions of the fixed rate plan. You will be charged the price per therm that is effect for the month on the first day of your meter reading cycle.

**Length of Service:** Your service will begin on a date determined by AGLC, and will be outlined on your billing statement.

**Notice of Expiration or Changes:** If you are in a fixed rate plan with us and your term is approaching expiration or there are changes to the terms of your service you will receive notice in writing prior to the date of expiration or change in agreement. We will explain your options to you in this advance notification.

**Right of Rescission:** You shall have a three-day right of rescission following the receipt of this disclosure at the time of initiating service or when informed of a change in terms or conditions. This right pertains to any service that is established with a term agreement. You may cancel in writing or electronically by contacting Fireside Natural Gas.

**Billing:** AGLC will set your meter reading schedule, and Fireside will determine your billing schedule based on AGLC's assigned meter reading schedule. The bill will contain the following charges: AGLC base charges, gas charges, interstate capacity charges, Fireside customer service charges, federal and state taxes, and any late fees assessed for late payments. The bill may also contain corrections or adjustments for previous meter reading errors or billing errors, incorrectly calculated taxes, or any other error or omission as current laws and regulations permit. Early termination of your service will not affect fees imposed by AGLC. All tax exempt entities are solely responsible for providing the necessary exemption certificate. Tax exemption begins on the billing cycle after receipt of exemption certificate.

**FireSide Natural Gas Service Fee:** You will be assessed a fee of \$5.95 each billing period

**Other Fees:** Fireside Natural Gas may charge a late fee in the amount of 1.5% of the past due amount or a minimum of \$10.00. Fireside Natural Gas may also assess a fee of no more than \$30.00 for any returned check or electronic funds transfer or credit card transaction not processed due to insufficient funds or credit.

**Estimated Bills:** Fireside Natural Gas will not send estimated bills, except when the actual meter readings provided by AGLC are not made available, and in that event, such estimated bills will be limited to no more than two consecutive months.

**Credit Policy:** Fireside Natural Gas will perform a credit check on all customers enrolling in or renewing service. Your credit score may affect eligibility for service and may influence your customer service fee and deposit. We may also require a 12 month payment history from another utility in order to provide service. If you are declined service by Fireside Natural Gas you will receive a letter explaining the reason for the decision.

**Cancellation Fees:** You may be assessed a cancellation fee if you terminate your service under a fixed rate plan. A cancellation fee will not be assessed if you are a low-income residential consumer seeking service for the first time from the regulated provider.

**Disconnection, Reconnection and Collection Policy:** Your gas is subject to disconnection if a bill for service is not paid at least 45 days after the date of the bill. Gas service will be disconnected for failure to pay for service, only if Fireside is your current service provider, and only after Fireside provides you with at least one reasonable pay arrangement in writing and after a minimum of 15 days after the customer receives notice that service is to be disconnected. Gas service will not be disconnected for nonpayment of a bill that was not sent to you in a timely manner or for any portion that is in dispute. At least 2 days prior to the disconnection Fireside will make a good faith effort to personally contact you. Failure to pay within 15 days after the final bill has been mailed as a result of disconnection will result in the balance due being turned over to a third party collection agency. If you ask to have your service reconnected you may be required to pay a reconnect charge of up to \$50.00, a deposit no more than \$150.00, and pay in full any outstanding balances. Fireside Natural Gas reserves the right to deny reconnection service to any customer based upon credit or past failure to pay.

**Payment Arrangements:** You are entitled to one reasonable payment arrangement prior to service disconnection. You must contact Fireside Natural Gas to establish the payment terms. Fireside will confirm the agreed upon terms in writing. Fireside accepts payments from the Low Income Energy Assistance Program ("LIHEAP"). For further information on this program please call the Department of Human Resources at 1.800.869.1150.

**Customer Choice:** Fireside Natural Gas will not prevent a customer from obtaining distribution and commodity sales service from another marketer or provider. You have to right to switch once each year without incurring the AGLC switch fee of \$7.50.

**Contact Information:** For billing disputes or complaints please contact

FireSide Natural Gas, LLC • 2655 Dallas Highway #250 • Marietta, Georgia 30064 • Phone: **678.872.0250** • Toll Free: **866.517.0250** • Fax: 678.872.0254 • Email: [customerservice@firesidenaturalgas.com](mailto:customerservice@firesidenaturalgas.com)  
Fireside will make a good faith effort to resolve any disputes or complaints, however if you are not satisfied you may contact the Georgia Public Service Commission (GPSC) or the Consumer's Utility Counsel Division at the Governor's Office of Consumer Affairs at the numbers and locations below:

#### Georgia Public Service Commission

Attn: Consumer Affairs • 244 Washington Street • Atlanta, GA 30334 • Metro Atlanta: 404-656-4501 • Outside Metro Atlanta: 1-800-282-5813 • Fax: 404-463-6683 • [gapscc@psc.state.ga.us](mailto:gapscc@psc.state.ga.us)

#### Consumer's Utility Counsel

Governor's Office of Consumer Affairs • 2 Martin Luther King Jr. Drive • East Tower, Suite 356 • Atlanta, GA 30334 • Metro Atlanta: 404-651-8600 • Outside Metro Atlanta: 1-800-869-1123

#### Other Contacts:

#### Department of Human Resources

Community Services Section • Division of Family and Children Services • Two Peachtree Street NW Suite 19-268 • Atlanta, GA 30303-3180 • Phone: 404-463-3016 • Fax: 404-657-4480  
Public Inquiries: 1-800-869-1150 • Website: [www.state.ga.us/departments/dhr/energy.html](http://www.state.ga.us/departments/dhr/energy.html)

#### To report a gas leak:

Atlanta Gas Light Company • Metro Atlanta: 770-994-1946 • Outside Metro Atlanta: 1-800-427-5483