

# Walton EMC Natural Gas

## Terms of Service

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## 1.0 Service Availability

Walton EMC Natural Gas will provide natural gas commodity sales service and customer service for any person, firm, association, corporation or public body who is currently or will be served by Atlanta Gas Light Company's ("AGLC") natural gas distribution system provided that they meet Walton EMC Natural Gas's minimum credit worthiness requirement.

Anyone switching from another gas marketer to Walton EMC Natural Gas will receive natural gas from Walton EMC Natural Gas beginning on the first day of the month following AGLC's switching of the customer from his or her existing marketer to Walton EMC Natural Gas.

New service connections will receive natural gas from Walton EMC Natural Gas beginning as soon as AGLC makes the connection and turns on the flow of gas through AGLC's meter.

### 1.1 *Sign Up Procedures*

#### 1.1.1 New Customer Connects on the AGLC System

Customers who have a new natural gas service connection on the AGLC system where no previous natural gas account has been established for that location need only contact Walton EMC Natural Gas by phone, email, mail or in person and request natural gas service at that location. AGLC should have already set a meter before a request for service is made.

#### 1.1.2 Customers Requesting a Marketer Switch

Customers requesting to be switched from an existing Marketer to Walton EMC Natural Gas may contact us either online at [www.waltonemcgas.com](http://www.waltonemcgas.com) or by fax, mail or in person. Customer service personnel may be reached between the hours of 7:00 A.M. and 8:00 P.M. Monday through Friday, except Holidays by calling 770-267-2505 or toll free at 1-866-wemcgas (866-936-2427).

Once the request is received and confirmed, a marketer switch request will be submitted to AGLC for confirmation. Switches processed by AGLC prior to the 19<sup>th</sup> of a month will allow transfer to Walton EMC Natural Gas on the 1<sup>st</sup> of the next month. Switch requests that are not processed prior to the 19<sup>th</sup> of the month will be processed for service to start on the 1<sup>st</sup> of the second month.

Customers who are switched will receive a final bill from their previous marketer and a first month's bill from Walton EMC Natural Gas in the same month, although the bills will cover different service periods.

AGLC reads meters on a monthly reading cycle. For customers that switch marketers the switch becomes effective on the first of a month. AGLC will read the meter on the next cycle and then determine what the reading should have been on the first of the month when the switch was effective. This reading is the starting meter reading with the new marketer.

#### 1.1.3 Walton EMC Customers Desiring Combined Bills

Because of the delay in receiving a starting meter reading from AGLC, the first month's bill from Walton EMC Natural Gas on the combined bill may include only AGLC Base Charge and Walton EMC Natural Gas's Customer Service Charge. It may not contain any charges for gas usage (Commodity Charge). If this is the case, the second month's bill will contain the gas usage from the starting reading on the first day of the first month of service until the meter reading date when the actual reading is taken by AGLC in that first month of service.

### 1.2 *Termination of Service*

Customers desiring to terminate service due to a move to a new location can do so by writing, emailing, calling or visiting an office of Walton EMC Natural Gas. Customers desiring to switch marketers can simply contact the new marketer of their choice.

## 2.0 Delivery

Walton EMC Natural Gas arranges for the delivery of natural gas from the well fields where we purchased it, to the Atlanta Gas Light distribution system. Walton EMC uses interstate pipelines, including East Tennessee Gas Pipeline, Southern Natural Gas Company, Tennessee Gas Pipeline and Transcontinental Gas Pipeline Corporation to move the gas to Georgia. The natural gas will then be delivered from the various delivery points to the customer via the AGLC distribution system.

## 3.0 Credit Worthiness Requirement

### 3.1 *Minimum Credit Worthiness Standard*

Walton EMC Natural Gas may apply a minimum credit worthiness standard for receiving service. For residential customers, the standard will be based on a credit check

from one of the standard credit reporting agencies. For commercial customers, proof of comparable credit worthiness may be provided from other standard credit reporting services (ex: Dun and Bradstreet, Moody's, S&P).

Individuals who do not meet Walton EMC's minimum standard will be referred to other marketers or the Regulated Provider for service. Any customer refused service due to their credit history will be given the name and contact number to the credit reporting agency(ies) used to determine their credit history.

### ***3.2 Security Deposit***

A security deposit may be collected in advance of commencing any service with respect to which Walton EMC Natural Gas determines that such deposit is needed to assure payment of the bill. Walton EMC Natural Gas reserves the right to require a deposit from existing consumers if, during a two year period ending with the current month, the consumer has had service disconnected for nonpayment or has had three or more delinquent payments during such two year period.

Such cash deposit shall be kept in trust in an escrow account at a financial institution and the customer will be paid interest at a rate not less than the rate determined by the financial institution. Interest earned on such deposit will be credited annually to the consumer's natural gas bill.

The receipt for the deposit will show the following information:

- a. Name of consumer/applicant
- b. Amount of deposit
- c. Date of receipt
- d. Name of marketer
- e. Current interest rate
- f. Address where service is to be rendered
- g. Statement of the terms under which the deposit may be refunded.

The cash deposit shall be refunded, with all interest not previously paid, within sixty (60) days after termination of service, less any amounts the consumer may then owe Walton EMC Natural Gas.

After six (6) consecutive months of gas service to the same consumer at the same location if the bills have been paid promptly and regularly and if there is a zero balance, within sixty (60) days the deposit will be refunded to the customer with all interest not previously paid.

In determining the need for service security deposits, and in fixing the amount of such deposits, Walton EMC Natural Gas will give careful regard to the following factors:

- A. Type of service involved;
- B. Risk involved in a new business enterprise;
- C. The reputation of the involved premises;
- D. The credit rating of the consumer;
- E. History of connects, disconnects, and reconnects at the involved premises or for the involved consumer; and
- F. Any other factor having a realistic bearing on the consumer's financial dependability.

### 3.2.1 Residential Deposit

The deposit amount for residential customers may be determined using the customer's credit history. The deposits will be charged according to the following credit rating scale:

|                |                     |
|----------------|---------------------|
| Very Low Score | No service offered  |
| Low Score      | \$150.00            |
| High Score     | No Deposit Required |

### 3.2.2 Commercial/Industrial Deposit

A commercial business or industry (non-residential firm retail customer) may be required to pay a deposit amount not to exceed twenty percent (20%) of the estimated annual bill.

## 4.0 Service Fees

### ***4.1 Customer Service Fee***

Walton EMC Natural Gas will charge each account a monthly service fee to cover the cost of billing, remittance processing, collections and other administrative aspects of account servicing. The amount of the fee, which may vary based on credit history or service level, will be filed monthly with the Public Service Commission and will remain unchanged for all fixed rate customers during the period of their fixed rate. In the case of negotiated written contracts, the service fee will be determined during the contract negotiation.

#### ***4.2 Pass Through of all AGLC Charges***

Walton EMC Natural Gas will pass through to the customer without modification all charges and credits assessed by AGLC to the customer or to their account(s). These include, but may not be limited to:

1. Base Charge
2. Senior citizen discounts
3. Charges related to meters and metering
4. Charges related to seasonal customers
5. Charges related to Turn Ons and Turn Offs
6. Charges related to other AGLC provided services

AGLC charges will be identified as such on the bill.

Walton EMC Natural Gas reserves the right to add its own charges related to Turn-Ons and Turn-Offs. If levied, all such additional charges will be clearly stated in the disclosure statement and identified on the bill as Walton EMC Natural Gas Charges.

Walton EMC Natural Gas will pass through AGLC's senior citizen discount to eligible customers to the extent provided by AGLC.

#### ***4.3 Price of Natural Gas***

Natural gas will be sold to residential customers without written contracts based on market price. There may be fixed and variable price arrangements. Walton EMC Natural Gas will continually search for the lowest possible wholesale cost of natural gas. The retail price of natural gas the customer is charged is detailed on the bill.

Prices in written contract arrangements are negotiated between the parties based on the length of the contract and the volume of gas involved. The agreed upon amount is stipulated in the contract and appears on the bill.

#### ***4.4 Late Fees***

Accounts that remain unpaid as of the due date will have a late fee of \$10.00 or 1.5%, whichever is greater, added to the account balance. Walton EMC Natural Gas will not impose a late fee on balances below \$30.

#### ***4.5 Returned Check Fees***

##### **A. Non-Delinquent Accounts**

When a check received in payment of a consumer's non-delinquent account is returned unpaid by the bank for any reason other than the fault of Walton EMC Natural Gas, Walton EMC Natural Gas will notify such consumer by letter allowing five (5) working days for payment. A non-refundable charge will be added to the consumer's account to cover the additional cost involved in processing the returned check.

If a consumer has two or more returned checks in a 12-month period, Walton EMC reserves the right to require cash or certified funds on future payments.

#### B. Delinquent Accounts

When a check received in payment of a consumer's delinquent account is returned unpaid by the bank for any reason other than the fault of Walton EMC Natural Gas, Walton EMC Natural Gas will notify such consumer by phone or in writing that the amount of the check plus a non-refundable charge for processing the check must immediately be paid in full with cash, money order, or certified funds, or service may be disconnected.

### ***4.6 Required Disclosures***

Whenever Walton EMC Natural Gas makes a retail natural gas offering to an individual consumer, whether in response to an inquiry from that customer or as part of a marketer initiated contact, Walton EMC Natural Gas will disclose to the customer all charges that the customer may incur if the customer accepts the offering. This will allow customers to make informed choices regarding the purchase of natural gas services.

### ***4.7 Early Termination Fees***

Walton EMC Natural Gas, at its discretion, may charge an early termination fee on fixed price agreements. The amount of the fee, if applicable, will be filed at the Public Service Commission as part of Walton's posting of prices. Early termination fees will not be applied to any customer whose fixed price contract began prior to September 11, 2006. All new customers subject to the early termination fee will be notified of the fee provision prior to initiating service. Early termination fees may be negotiated as part of a non-residential written contract that must be agreed to and signed by both parties.

Walton EMC Natural Gas will not charge an early termination fee under the following circumstances:

1. The customer is a low-income residential consumer seeking service for the first time from the Regulated Provider.
2. Any customer who terminates service and relocates within the AGL service territory and remains a Walton EMC Natural Gas customer.
3. Any customer who terminates service and relocates outside the AGL service territory.

## 5.0 Service Agreements

Walton EMC Natural Gas will provide natural gas to customers under a variety of service agreements. When the term “agreement” is used it is meant to include all agreements. When the term “contract” is used, it is meant to refer only to written agreements signed by both parties.

### ***5.1 Variable Price Agreements***

Walton EMC Natural Gas will provide service based on market price for natural gas on a month to month basis. No signed contract will be required. All service fees specified in 4.0 above apply.

On the variable rate plan the price per Therm of natural gas may change from month to month. The monthly price will be set for the fifth of each month and continue in effect for that month based on the market cost of natural gas, the cost of buying the gas, and the transportation and storage costs, unless updated prices are filed with the Public Service Commission. Customer bills will be based on the published price of gas on the beginning day of the billing cycle, which is the starting meter reading date.

The advertised and listed price per Therm will include both Commodity Charges and Interstate Capacity Charges. The price will not include state and local taxes, AGLC Charges or Walton EMC Natural Gas’s Customer Service Charge.

The actual bill will vary based on the amount of gas used and the price per Therm during that monthly cycle. The AGLC Base Charge may also vary from month to month and is set by the Public Service Commission.

### ***5.2 Fixed Rate Agreements***

Walton EMC Natural Gas may offer fixed rate agreements at its sole discretion. No signed contract will be required. All service fees specified in 4.0 above apply.

A fixed rate plan sets the price per Therm at the time of the agreement and it will not change for an agreed upon period of time, usually twelve (12) billing cycles. The price per Therm is based on the market cost of natural gas, the cost of buying the gas, and the transportation and storage costs. In addition, a fixed rate price may include the costs of various contracts as well as financial hedges to reduce the impact of price volatility in the market.

The advertised and listed price per Therm will include both Commodity Charges and Interstate Capacity Charges. The price will not include state and local taxes, AGLC Charges or Walton EMC Natural Gas’s Customer Service Charge.

The actual bill will vary based on the amount of gas used during that monthly cycle. The price per Therm will remain the same during the term of the agreement. The AGLC Base Charge typically varies from month to month, and is set by the Public Service Commission.

When the expiration date of a fixed term agreement is approaching, or when Walton EMC Natural Gas proposes to change its terms of service, Walton EMC Natural Gas will provide written notification to our customers clearly explaining their options at that point, including, but not limited to the option to seek another marketer.

### ***5.3 Contract Specifications***

Walton EMC Natural Gas's contracts will be clear and easy to understand to the extent possible. Contact us for more information on negotiated contracts.

### ***5.4 Landlord /Continuous Service Contracts***

Walton EMC Natural Gas may offer, at its sole discretion, Continuous Service Agreements to landlords to allow for a continuous supply of natural gas when the rental units are not occupied.

### ***5.5 Other Service Agreements***

Walton EMC Natural Gas may offer, at its sole discretion, additional rate structures and service arrangements that from time to time make economic sense to both customers and Walton EMC Natural Gas. All details of these agreements will be provided in writing in a clear and easy to understand manner.

## **6.0 Calculation of Bills**

### ***6.1 AGLC Base Charges***

Walton EMC Natural Gas will pass through to each account without modification the Base Charge determined and assessed by AGLC. Information on AGLC's calculation of the current Base Charge will be provided as available from AGLC. This Base Charge typically varies from month to month and from customer to customer.

### ***6.2 Natural Gas Charges***

Walton EMC Natural Gas's per Therm price of gas includes the commodity charge and the interstate pipeline charge, including associated storage costs.

### **6.3 Service Charge**

Walton EMC Natural Gas will charge each account a monthly service fee to cover the cost of billing, remittance processing, collections and other administrative aspects of account servicing.

### **6.4 Other Charges**

Other charges on the bill may include such charges as:

- Turn-On/Reconnection fees levied by Walton EMC
- Late fees
- Collection fees
- Return check fees
- Early termination fee
- Any charges assessed by AGLC in addition to the Base Charge such as any switching, turn-on or reconnection charges

### **6.5 Credits**

Payments and other credits may appear on the bill and reduce the total amount due. When an overpayment has occurred the credit will usually be applied on the next bill but in any case it will be applied no later than 60 days after the overpayment has been acknowledged by Walton EMC Natural Gas.

### **6.6 Taxes**

Taxes are calculated based on the natural gas charges and the applicable state and county tax rates.

### **6.7 Total Bill**

The total bill should equal the sum of items 6.1 through 6.6. Customers should feel free to call Walton EMC Natural Gas with any question regarding their bill. Hours and locations are listed below in section 11.0.

## **7.0 Billing**

### **7.1 Contents of Bill**

Walton EMC Natural Gas's bills will contain sufficient information to allow customers to calculate and determine the accuracy of their bills. They will be written in clear and plain language. They will contain, at a minimum the following information when it is available:

- Customer's name
- Service address
- Billing address
- DDDC
- Current meter reading and date
- Past meter reading and date
- CCF used
- Therms used
- CCF to Therm conversion factor
- Price of natural gas per Therm
- Base charge (AGLC)
- Service charge
- Other charges (see 6.4)
- Taxes
- Current balance
- Balance brought forward
- Payments or credits
- Type of rate plan (fixed or variable)
- Options and instructions on making payments
- Toll-free or local number and address for billing questions and complaints
- Deposit amount – if applicable
- Total bill
- Due date to keep account current
- Walton EMC Natural Gas office hours and numbers (emergency phones are answered 24x7)
- Emergency number to report a leak – AGLC
- AGLC active account number
- Descriptions of charges and credits contained on the bill

## ***7.2 Billing Adjustments***

Walton EMC Natural Gas 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 error or omission within the limits of all applicable Commission rules. Any customer who receives a bill for legitimate services that Walton EMC Natural Gas failed to charge or undercharged shall be given at least 90 days from the date a correct bill is sent to pay the correct amount.

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

All customers shall be billed monthly. Statements will be prepared and mailed as soon as possible after the reading of the customer's meter. Walton EMC Natural Gas will obtain meter readings from AGLC.

Walton EMC electric customers may choose to have their natural gas charges included on and billed with their Walton EMC 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.

Bills are due twenty-one (21) days from the date the bill is sent, provided such due date is a normal workday for Walton EMC Natural Gas. If it is not, then the bill shall be considered due on the next regular day of work.

#### **7.3.1 Customers may pay their bills in a variety of ways including:**

Online: at [www.waltonemcgas.com](http://www.waltonemcgas.com) using a credit card or e-check.  
Over the phone by credit card or e-check.  
By bank draft or credit card draft  
By mail using a check or money order, or  
In person using cash, checks credit cards or money orders at any of the Walton EMC offices in Snellville, Monroe or Watkinsville or at several local banks (call or visit our website for a list of banks and directions).

Walton EMC also accepts payments from assistance programs such as LIHEAP, DFACS, Salvation Army's Project Share and others. Contact us for a list of available programs and their phone numbers.

#### **7.3.2 Partial payment on combined bills**

Walton EMC electric customers paying less than the total of a combined gas and electric bill may specify how the payment is to be applied to the two account balances. If there is no specification, then partial payment on a Walton EMC electric customer's combined gas and electric bill will be applied to the oldest invoice or outstanding balance first.

### ***7.4 Levelized Billing***

Walton EMC Natural Gas may offer Levelized Billing so customers can pay a more level amount throughout the year. Walton EMC Natural Gas will take the current bill, add it to the bills from the last 11 months and divide by 12. Taxes are added and other adjustments, if any, will be made. The amount will be rounded to the next dollar.

### ***7.5 Extension of Credit***

Walton EMC Natural Gas may, at its sole discretion, deviate from its policy on cut-off for delinquent bills in accordance with the following guidelines:

- A. When it is determined that enforcement of the policy will constitute an undue hardship in relation to the amount of the delinquent bill, or that extension of credit for a fixed time, or arrangement for installment payment of the bill will not unduly impair Walton EMC Natural Gas's ability to effectuate final collection of the bill; or
- B. When the customer involved establishes to the satisfaction of Walton EMC Natural Gas that his/her failure to pay the bill has resulted from some mistake on Walton EMC Natural Gas's part or some mistake for which the customer was not responsible; or
- C. When to disconnect service might pose immediate danger to the customer or other persons due to illness or when the household is immediately and directly affected by a death; or
- D. When it is determined that the consumer has maintained a high credit rating with Walton EMC Natural Gas and the risk involved in extending the credit will not jeopardize the ability of Walton EMC Natural Gas to collect the full amount of the bill.

## 8.0 Disconnect Policy

No residential gas utility service may be disconnected except for the following reasons:

- a. Upon consumer request;
- b. When service to the consumer constitutes an immediate hazard to persons or property;
- c. By Order of the Georgia Public Service Commission, any Court, or any other authorized public agency;
- d. Violation of applicable utility or marketer rules and regulations approved by and filed with the Georgia Public Service Commission;
- e. A bill for past service is not paid within at least forty-five (45) days after the date of the bill, provided that said bill is rendered to the consumer 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, is not for service to a previous occupant of the premise served, is not for the purchase of merchandise, appliances, or a non-gas utility and is not for service rendered at a different metering point.

### **8.1 Disconnect for non-payment**

If payment is not received when due, the customer will receive a disconnect notice (see 8.2) which will include a disconnect date and advise the customer that he/she has until the close of business on that date to pay the bill in full to avoid disconnection.

Payment of bills may be made by mail to Walton EMC Natural Gas, P. O. Box 1347, Monroe, Georgia 30655, or in person using cash, checks credit cards or money orders at any of Walton EMC's offices in Monroe, Snellville, or Watkinsville. Payments can also be made using cash, checks credit cards or money orders on non-delinquent accounts at several local banks (call or visit our website for a list of banks and directions).

Payments can be made over the phone or online via credit card or e-check. Walton EMC Natural Gas will also make arrangements for bank drafts and credit card drafts.

Failure to receive a statement does not release the customer from payment obligation.

## ***8.2 Limitations on Disconnection***

### **8.2.1 Required Notification**

Walton EMC Natural Gas will not request disconnection on any account until a written notice of the proposed disconnection has been delivered at least fifteen (15) days prior to the date of disconnection. Such notice will include:

1. the earliest date for the proposed disconnection;
2. the amount due and the reason for the proposed disconnection;
3. a local or toll-free telephone number which the affected customer may call for information about the proposed disconnection;
4. a list of 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 consumer's account
5. the procedure for preventing disconnection of service, including one wherein there may exist a medical emergency;
6. information concerning any programs known to Walton EMC Natural Gas 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 Department of Human Resources;
7. a statement that the customer is entitled to at least one reasonable payment arrangement in writing prior to disconnection, unless such customer failed to honor a previous payment arrangement. Such statement shall also state that the customer must contact Walton EMC Natural Gas in order to receive such payment arrangement; and,
8. a statement that qualified low-income residential consumers may transfer to the Regulated Provider without termination of service.

### **8.2.2 Personal Contact**

Walton EMC Natural Gas will make a good-faith effort to make personal contact by the use of a telephone, certified mail, certification of mailing, hand delivery or other method designed to reasonably notify the affected consumer at least two (2) days prior to the proposed disconnection date if personal contact has not been made previously.

### 8.2.3 Disconnect Days

Proposed disconnection dates will only be on normal business days excluding Fridays. All actual disconnections will be performed by AGLC. All reconnects will also be performed by AGLC.

### 8.2.4 Medical Conditions

Service will not be discontinued for non-payment of a bill to a residential customer who has a serious illness which would be aggravated by the disconnection provided that the customer notifies Walton EMC Natural Gas of this condition in writing, or orally with written notice within ten (10) days thereafter, and within ten (10) days of giving such initial notice furnishes to Walton EMC Natural Gas a written 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 discontinuance. In such event, the proposed disconnection shall be held in abeyance for the shorter of either the length of the illness or one month from the date of such initial notice, and the customer may renew the postponement period one additional time by repeating the aforementioned procedure. If there is a dispute regarding the existence of a serious illness, the case may be referred to the Commission for a final determination.

### 8.2.5 Seasonal Limitations

Service will not be discontinued to a residential customer for an unpaid bill between November 15 and March 15 if:

- a. The customer agrees 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, unless the customer fails to comply with such an agreement;
- b. In addition, the customer agrees in writing to pay all bills by their due date for current service received after said agreement, unless the customer fails to comply with such an agreement;
- c. The forecasted local low temperature for a 48-hour period beginning at 8:00 A.M. on the date of the proposed disconnection is below 32° Fahrenheit.

### 8.2.6 Other Limitations

Residential natural gas service may be disconnected provided that:

- a. The overdue bill is not for consumption for more than two months as the result of previously estimated bills, unless the consumer has been given an amount of time to pay the bill equal to the amount of time in which the bill was estimated;

- b. The overdue bill does not include any charges different than that stated in the written disconnect notice;
- c. The overdue bill is not in dispute; and
- d. The overdue bill is not solely comprised of an unpaid deposit, unless it is for a deposit that was assessed either at the commencement of service with Walton EMC Natural Gas or within sixty (60) days from the commencement date of service.

Walton EMC Natural Gas 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 utility services. Such notice shall be personally served on at least one adult in each dwelling unit or posted conspicuously on said premises when personal service cannot be made.

### ***8.3 Reconnections***

The actual reconnection of disconnected meters is solely the responsibility of AGLC. Walton EMC Natural Gas will notify AGLC when sufficient payment has been made to reconnect the service. Such notice will usually be transmitted to AGLC the same day the payment is posted but in any case, not later than the next business day. Walton EMC Natural Gas is not responsible for, nor can it control, the length of time AGLC takes to reconnect the meter.

## **9.0 Complaint/Dispute Resolution**

### ***9.1 Notification of Procedures***

Walton EMC Natural Gas's bill contains information including the names, business addresses, e-mail and Internet addresses, telephone and facsimile numbers of personnel to contact with customer complaints, as well as the telephone number for the Consumer Affairs Division of the Commission and the Consumers' Utility Counsel Division of the Governor's Office of Consumer Affairs.

### ***9.2 Procedures***

Customers with questions about the accuracy or correctness of a bill and complaints or disputes should contact Walton EMC Natural Gas immediately by phone, mail, email or in person. All Customer Service Representatives (CSRs) are authorized to work with customers in addressing their concerns. Customer Service Supervisors are available, although not necessarily immediately, to work with situations CSRs cannot resolve.

Walton EMC Natural Gas will strive to investigate and respond to complaints and disputes within one (1) business day. If the investigation will require additional time, that will be explained in the response. Additional time may be required if the charges in question are AGLC charges or involve meter readings provided by AGLC.

Customers who orally present a question or complaint may be asked to put the question or complaint in writing. This will not delay the attempt to resolve the dispute, but will clarify the exact nature of the issues being presented.

Customers who feel the resolution of the dispute is not acceptable may file a complaint with the Georgia Public Service Commission and/or with the Consumers' Utility Counsel Division of the Governor's Office of Consumer Affairs.

#### 9.2.1 Arrangements

Walton EMC Natural Gas will work with customers making good faith efforts to pay their bills. Payment arrangements can normally be made by calling the office. Payment arrangements may not be made if the customer has failed to honor previous payment arrangements.

Customers are entitled to at least one reasonable payment arrangement in writing prior to disconnection, unless such customer failed to honor a previous payment arrangement. The customer must contact Walton EMC Natural Gas to request such an arrangement.

#### 9.2.2 Billing Errors

Whenever Walton EMC Natural Gas discovers or has called to its attention a billing error or other mistake, Walton EMC Natural Gas shall have thirty (30) days to correct the billing error from the date said error is reported to or acknowledged by Walton EMC Natural Gas. If Walton EMC Natural Gas does not correct the billing error, the burden of proof shall be on Walton EMC Natural Gas to show why the bill is correct. During the period the billing error is being disputed, Walton EMC Natural Gas shall neither impose a late fee or penalty on the disputed amount nor initiate an action to disconnect the customer's service or collect on the past due balance, if the disputed amount constitutes the total amount of the past due balance.

#### 9.2.3 Time Allowance

Any customer who receives a bill for legitimate services that Walton EMC Natural Gas failed to charge or undercharged shall be given at least 90 days from the date a correct bill is sent to pay the correct amount, and no late charges or interest may be charged on the corrected amount during the 90 day payment period.

Customers with bills that were not timely billed shall be given at least as much time to pay as passed from the actual meter reading or estimated meter reading date to the date the bill was sent to the customer.

### ***9.3 Right to Assistance***

You have the right, if you are not satisfied with Walton EMC Natural Gas's response to your inquiry, to contact the following agencies:

Georgia Public Service Commission  
244 Washington Street, SW  
Atlanta, GA 30334  
404-656-4501  
Out of the Atlanta area – 800-282-5813  
Fax = 404-656-2341  
[www.psc.state.ga.us](http://www.psc.state.ga.us)

Consumers' Utility Counsel Division Governor's Office of Consumer Affairs  
2 Martin Luther King, Jr. Drive  
Suite 356, East Tower  
Atlanta, GA 30334  
404-651-8600  
Out of the Atlanta area –800-869-1123  
[www.Consumer.Georgia.gov](http://www.Consumer.Georgia.gov)

## **10.0 Disclosure Statement**

These Terms of Service include by reference a disclosure statement that is included in the mailing of these Terms of Service and that is available online at [www.waltonemcgas.com/](http://www.waltonemcgas.com/) or by request.

## **11.0 Offices and Hours**

Walton EMC Natural Gas's Headquarters Office is in Monroe, Georgia. Additional offices are located in Snellville, Georgia, and Watkinsville, Georgia. All offices are open for business between the hours of 8:00 A. M. and 5:00 P.M. Monday through Friday, except Holidays.

Customer service personnel may be reached between the hours of 7:00 A.M. and 8:00 P.M. Monday through Friday, except Holidays by calling 770-267-2505 or toll free at 1-866-wemcgas (866-936-2427).

Emergency customer assistance is available 24 hours a day seven days a week through these numbers.

All service related to the pipes, meters and gas lines are handled only by Atlanta Gas Light Company. Emergency gas service is available through AGLC by calling 877-427-4321 or 770-907-4231.

|                                           |
|-------------------------------------------|
| <b>To report a leak call 877-427-4321</b> |
|-------------------------------------------|

Long distance calls concerning Walton EMC Natural Gas business will be accepted on a collect basis only in emergency situations.

## 12.0 No Prejudice of Rights

The failure by Walton EMC Natural Gas to enforce any of the terms of these Terms of Service shall not be deemed as a waiver of Walton EMC Natural Gas's right to do so.