

**Governmental Aggregation – Residential & Small Commercial
Terms and Conditions of Service
August 2026**



TERM	RETAIL NATURAL GAS SERVICE CHARGES	CANCELLATION FEE	RENEWAL
Maximum 12-month term beginning with the November 2026 meter read date and ending with the November 2027 meter read date.	\$0.589 per one hundred cubic feet (“ccf”). Price excludes any and all applicable taxes, utility Distribution Service charges, and other Non-Bypassable Utility Costs, Charges, and Fees.	You may cancel at any time during the Term with no termination fee. Other penalties may be assessed as provided in Section 6 .	Your Agreement will terminate after the Term. See Section 8 for details.

Terms and Conditions – These Terms and Conditions of enrollment in the Village of Pomeroy, Ohio’s natural gas aggregation program (the “**Program**”) govern your Retail Natural Gas Service with Ohio Natural Gas® (“**ONG**”). These Terms and Conditions are disclosed to you pursuant to Section 4929.26(D) of the Ohio Administrative Code and Section 4901:28-04 of the Ohio Administrative Code. Please keep a copy of these documents for your records. ONG is certified by the Public Utilities Commission of Ohio (“**PUCO**”) to offer and supply Retail Natural Gas Service in Ohio. As a Competitive Retail Natural Gas Service (“**CRNGS**”) provider, ONG will supply Retail Natural Gas Service to the interconnection (the “**Delivery Point**”) of your local natural gas public utility or any successor entity that distributes natural gas to you (“**NGDC**”) pursuant to these Terms and Conditions. Your local natural gas public utility will continue to be your NGDC. All of your Retail Natural Gas Service will be supplied and delivered under the Program, which is governed by the Government Aggregation Master Retail Natural Gas Supply Agreement between the relevant government aggregator (the “**Government Aggregator**”) and ONG (the “**Program Agreement**”). You participate in the Program either by: (1) not opting out of the Program (i.e., by not returning the Program “opt-out” election form included in the Welcome Letter provided with these Terms and Conditions or by not contacting ONG as prescribed) or (2) being an eligible customer residing in the relevant jurisdictional territory applicable under the Program Agreement that agrees to be subject to these Terms and Conditions (i.e., “opts-in” to the Program). In each case, your Participation in the Program is subject to any exercise of your rescission right (described below as “**Rescission Right**”). The words “we,” “us,” and “our” refer to ONG, and the words “you” and “your” refer to the customer.

Definitions

“**Competitive Retail Natural Gas Service Provider**” or “**CRNGS provider**” means an entity that sells commodity natural gas to retail customers in Ohio.

“**Retail Natural Gas Service**” means the sale of commodity natural gas to retail customers.

“**Non-Bypassable Utility Costs, Charges, and Fees**” means those NGDC charges and fees payable by you

regardless of whether the NGDC or CRNGS provider provides Retail Natural Gas Service.

“**Distribution Service**” means the physical delivery of natural gas to customers by the NGDC.

“**Billing Cycle**” means, with respect to a customer account, the monthly period of days between meter read dates during the Term.

Right of Rescission – Once you have been enrolled to receive Retail Natural Gas Service from ONG, your NGDC will send you a confirmation letter. You have the right to rescind your enrollment without penalty with seven (7) days following the postmark date of the confirmation letter by contacting your NGDC orally or in writing and following the instructions contained in the letter.

Other Important Disclosures – In the event a third party was involved in this Agreement, including, without limitation, a broker or a shopping website, the pricing contained herein will be inclusive of a broker fee.

Price Comparison Qualification: Please be advised that the NGDC’s standard offer service rates generally change from time to time. ONG therefore does not provide any guarantee of savings compared to the NGDC’s standard offer service rates during the Term. If you received any price comparison(s) in connection with your enrollment, by participating in the Program, you acknowledge that ONG has informed you that it provides no guarantee of savings during the term.

1. Eligibility. Customers must reside in the relevant jurisdictional territory applicable under the Program Agreement. Residential customer accounts that are on residential rate codes and small commercial customers with historical annual consumption less than 5,000 ccf or 500 Mcf per year that are not enrolled in the Percentage of Income Payment Plan Plus Program (“**PIPP Plus**”) are eligible for participation in the Program. ONG will refuse enrollment to any customer who is not current on their Non-Bypassable Utility Costs, Charges, and Fees unless the customer has entered into a plan with their NGDC to discharge any arrearages owed to the NCDG.

2. Price. Starting with the first Billing Cycle of this Agreement through the last Billing Cycle of the Term,

you agree to pay ONG the price stated in the table above under "Retail Natural Gas Service Charges" for each one hundred cubic feet ("ccf") or all one thousand cubic feet ("Mcf"), as may be applicable, of all applicable Retail Natural Gas Service metered by the NGDC. You are responsible for, and your price does not include, any and all applicable state and local taxes and/or Non-Bypassable Utility Costs, Charges, and Fees, which will be billed by the NGDC. In addition to ONG's Energy charges, you will be charged by your NGDC for Distribution Service and other Non-Bypassable Utility Costs, Charges, and Fees. The PUCO does not regulate ONG's prices. Note that if, due to a change in market conditions, we wish to lower the price per ccf or Mcf charged to you under these Terms and Conditions, we may do so without your consent, provided that there are no other changes to the Terms and Conditions of the Program. In the event of any new, or any change in any existing, law, statute, rule, regulation, order, decision (including any judgment or judicial decision), decree, tariff, charge, or rate class, or process, practice, procedure, protocol, design, or structure, or other event, including any change in any formula rate calculation or charge or any change in any interpretation or application of any of the foregoing, by any governmental authority, court, NGDC, or other regulated service provider (a "**Change in Law**"), where such Change in Law results in ONG incurring additional or increased costs or expenses or other adverse economic effects relating to providing the services contemplated herein (collectively "**Additional Costs**"), then ONG may pass through to you any such Additional Costs. Furthermore, Additional Costs may be assessed to you as prescribed by the PUCO.

3. Term (Length of Service). Your service from ONG will begin on the start of service date determined by the NGDC, and these Terms and Conditions shall be considered effective following: (a) the end of the twenty-one (21) business day opt-out period and (b) acceptance of your enrollment by your NGDC, and will continue for the Term (as listed in the table above), unless otherwise terminated or expired, ending on the date your NGDC effectuates your switch back to NGDC standard offer service or to another CRNGS provider. Your meter read date and the date of initiation of service are determined by your NGDC; therefore, WE ARE NOT LIABLE FOR ANY RESULTING DELAY IN THE COMMENCEMENT OF YOUR SERVICE. These Terms and Conditions do not automatically renew.

4. Billing. Unless ONG notifies you otherwise, you will continue to receive a single bill, typically on a monthly basis, from your NGDC that will contain both your NGDC and ONG charges (and you acknowledge that your billing and payment information may be provided to ONG). Your NGDC's normal billing standards apply, including budget billing. You will be responsible for payment of the utility consolidated bill in accordance with the applicable NGDC billing rules and procedures. Failure by you to pay your NGDC bill or meet any agreed-upon payment arrangement could result in service termination in accordance with your NGDC's tariff and the termination of your receipt of Retail

Natural Gas Service from ONG. Upon termination or expiration, you will be returned to your NGDC's applicable tariff service or you may switch to another CRNGS provider. ONG reserves the right to issue an invoice to you directly. Such invoice would contain ONG's charges for Retail Natural Gas Service and may also contain any and all applicable taxes and Non-Bypassable Utility Costs, Charges, and Fees. If at any time ONG must send you a bill directly for Retail Natural Gas Service provided under these Terms and Conditions and you do not pay the full amount owed to ONG by the due date of the bill, a late payment fee with respect to the amounts owed to ONG of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum legally allowed interest rate, whichever is lower, until such payment is received by ONG will apply. If ONG bills you directly for Retail Natural Gas Service, ONG may terminate Retail Natural Gas Service within fourteen (14) calendar days' written notice should you fail to pay the bill or meet any agreed-upon payment arrangements with respect to amounts owed to ONG.

5. Switching Fees. ONG will pay any currently-charged switching fee charged by your NGDC pursuant to its PUCO-approved tariff.

6. Cancellation/Termination Provisions/Failure to Pay. If you elect not to exercise your right to opt-out during the opt-out period, or rescind your retail natural gas service from ONG within the rescission period, ONG will send your enrollment to your NGDC. You may terminate your participation in the Program, without penalty, if you move outside the relevant jurisdictional territory applicable under the Program Agreement. You will remain responsible to pay ONG for any commodity natural gas supply used before your Retail Natural Gas Service is canceled or terminated for any reason, as well as any late fees (if applicable pursuant to the "Billing" section above). Should you cancel service with ONG and return to standard offer service with your NGDC, a NGDC switching fee may apply under the NGDC's tariff, and the NGDC may charge a price for your service other than the standard rate that applies to other NGDC customers.

7. Your Consent and Information Release Authorization. By participating in the Program, you acknowledge and agree to these Terms and Conditions. You authorize ONG to obtain information from the NGDC that includes, but is not limited to: your billing history, payment history, historical and expected natural gas usage, meter readings, characteristics of natural gas service, address, telephone number, and account number(s) for purposes of operation, maintenance, assignment, and transfer of your account.

8. Expiration. These Terms and Conditions will expire on the earlier of the following dates: (A) at the end of the Term; (B) when the Program Agreement is suspended, is terminated, or expires, or (C) upon mutual agreement between ONG and the Governmental Aggregator, where permitted by the Governmental Aggregator's plan of operation and governance. As prescribed by the PUCO, at least every two (2) years, you will be given the opportunity to "opt-out" of the Program at no cost. You are responsible

for arranging your natural gas supply upon the expiration of these Terms and Conditions.

9. Dispute Procedures. Contact ONG with any questions concerning the terms of service, billing, disputes and complaints by phone at 1-800-974-6513 (toll-free), Monday through Friday from 8:00 a.m. to 5:00 p.m. ET or in writing at Ohio Natural Gas Customer Service, PO Box 14657, Cleveland, Ohio 44144. Our website address is www.ohionaturalgas.com. If your complaint is not resolved after you have called ONG, or for general utility information, you may contact the Public Utilities Commission of Ohio (PUCO) for assistance at 1-800-686-7826 (toll-free) or TTY at 1-800-686-1570 (toll-free) from 8:00 a.m. to 5:00 p.m. ET weekdays or at www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service). The Ohio Consumers' Counsel ("OCC") represents residential utility customers in matters before the PUCO. The OCC can be contacted at 1-877-742-5622 (toll-free) from 8:00 a.m. to 5:00 p.m. ET weekdays or at www.occ.ohio.gov.

10. Binding Arbitration. BY ACCEPTING SERVICE FROM ONG, YOU AGREE TO RESOLVE ALL DISPUTES (except for disputes submitted to the PUCO and for small claims as provided below) THROUGH BINDING ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). BY AGREEING TO RESOLVE ALL DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE TERMS OF THIS SECTION (THE "ARBITRATION PROVISION"), YOU WAIVE THE RIGHT TO FILE OR PARTICIPATE IN A CLASS ACTION AND, AS A RESULT, YOU ARE NOT ENTITLED TO A TRIAL BY JURY.

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

Purpose and Arbitration Procedures

Specifically, except where the amount in controversy is \$6,000 or less (or such other amount as set forth in Section 4 below), you and ONG agree that any disputes, controversies, or claims between you and ONG regarding any aspect of your relationship with ONG, that have arisen or that may arise in the future, must be settled by binding arbitration. Except as modified by these Terms and Conditions, the arbitration will be governed by the AAA Commercial Arbitration Rules for commercial customers and by the AAA Customer Arbitration Rules for consumers. If there is a conflict between this Arbitration Provision and the applicable AAA rules, the Arbitration Provision will govern. The decision of the arbitrator in any such arbitration is final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof. For consumers, the arbitration will take place in a mutually agreeable location or the county where you are billed. For commercial customers, the applicable procedures, including the location of a hearing, if needed, will be determined by the Commercial

Arbitration Rules. A single arbitrator selected by the AAA will resolve the dispute. If your claim does not exceed \$25,000, then the arbitration will be conducted solely on the basis of documents you and ONG submit to the arbitrator, unless you require a hearing or the arbitrator determines that a hearing is necessary. The arbitrability of disputes will be determined by the arbitrator.

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

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

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

Initiation of an Arbitration Proceeding

Most customer concerns can be resolved quickly and informally. If you have a complaint or dispute with ONG, you can contact ONG as provided above. In the unlikely event that ONG or PUCO are unable to resolve a dispute to your satisfaction (or if ONG has not been able to resolve a dispute it has with you after attempting to do so informally), an arbitration proceeding may be initiated using the following procedures:

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

(b) **Commencement of Arbitration.** You may initiate an arbitration by filing a Claim Form with the AAA and by sending a copy of the Claim Form to ONG at the Notice Address above. The form is available on the AAA website

(www.adr.org), on ONG's website (ohionaturalgas.com), or by calling 1-888-466-4427. You can complete the Claim Form on the AAA website or you can mail the Claim Form to AAA Case Filing Services at 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08403, with a copy to ONG. You do not need to send payment to the AAA. Upon receipt of the Claim Form, ONG will pay the required arbitration filing fee.

Waiver of Class Actions

BOTH YOU AND ONG EXPRESSLY WAIVE THE RIGHT TO BRING OR PARTICIPATE AGAINST THE OTHER IN A CLASS ACTION OR ANY COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. All parties to any arbitration or Municipal or County Court action (see below) must be individually named. You hereby waive any right or authority to bring any claim on a class action basis or on bases involving claims brought in a representative capacity on behalf of the general public (such as a private attorney general), other recipients of services from ONG, or other persons similarly situated. Further, unless each you and ONG expressly agree otherwise, the arbitrator may not consolidate more than one person's claim and may not otherwise preside over any form of a representative or class proceeding.

Exclusion from Arbitration

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

11. Warranty and Force Majeure. ONG warrants title to all commodity natural gas sold hereunder. THE WARRANTY SET FORTH IN THE PRECEDING SENTENCE IS EXCLUSIVE AND ONG EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING OUT OF ANY COURSE OF DEALING OR PURPOSE OR USAGE OF TRADE. ONG will make commercially reasonable efforts to provide your commodity natural gas service, but does not guarantee a continuous supply of natural gas. ONG will not be responsible for any failure to commence or terminate Retail Natural Gas Service on the relevant date described herein. Certain causes and events are out of the reasonable control of ONG ("**Force Majeure Events**") and may result in interruptions in service. ONG is not liable for damages caused by acts of God, changes in laws, rules, or regulations or other acts of any governmental authority (including the PUCO), accidents, strikes, labor troubles,

required maintenance work, inability to access the NGDC's system, nonperformance by the NGDC, or any other cause beyond ONG's reasonable control. If a Force Majeure Event occurs which renders ONG unable to perform in whole or in part under these Terms and Conditions, our performance under these Terms and Conditions will be excused for the duration of such event.

12. LIMITATION OF LIABILITY AND REMEDIES. UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, TO THE EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, ANY LIABILITY UNDER THESE TERMS AND CONDITIONS WILL BE LIMITED TO DIRECT, ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, TREBLE, EXEMPLARY, OR INDIRECT DAMAGES, WHETHER IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISIONS OR OTHERWISE, IN CONNECTION WITH THESE TERMS AND CONDITIONS. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE AND WILL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THESE TERMS AND CONDITIONS; PROVIDED NO SUCH LIMITATION APPLIES TO DAMAGES RESULTING FROM THE WILLFUL MISCONDUCT OF ANY PARTY. ONG'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE CHARGES ON YOUR SINGLE LARGEST MONTHLY INVOICE FOR GENERATION SERVICE DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM. NOTHING IN THESE TERMS AND CONDITIONS CONSTITUTES A WAIVER OF RIGHTS YOU HAVE UNDER OHIO OR FEDERAL CONSUMER PROTECTION LAWS.

13. Your Liability and Indemnification of ONG. You assume full responsibility for commodity natural gas supplied to you at and after the Delivery Point and agree to and shall indemnify, defend, and hold harmless ONG, its parent company, and all of its affiliates, and all of their respective managers, members, officers, directors, shareholders, associates, employees, servants, and agents from and against all claims, losses, expenses (including attorneys' fees), damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "**Claims**"), including Claims for personal injury, death, or damages to property occurring at and after the Delivery Point, including upon your premises, arising out of or related to the Retail Natural Gas Service and/or your performance under these Terms and Conditions.

14. Assignment and Severability. You will not assign your rights under these Terms and Conditions without the prior written consent of ONG. ONG may,

upon prior written notice but without your consent, assign these Terms and Conditions to another licensed CRNGS provider, including any successor, in accordance with the rules and regulations of the PUCO. Any provision or section of these Terms and Conditions declared or rendered void, unlawful, or otherwise unenforceable shall not otherwise affect the lawful obligations that arise under these Terms and Conditions.

15. Choice of Law and Venue. These Terms and Conditions and any controversies or claims arising out of or relating to: (i) these Terms and Conditions; (ii) the relationships which result from these Terms and Conditions; or (iii) the validity, scope, interpretation, or enforceability of these Terms and Conditions, is governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to the conflict of law principles thereof, except that the Federal Arbitration Act, 9 U.S.C. § 1, et seq., shall govern the interpretation and enforcement of this Arbitration Provision. Venue for any lawsuit brought to construe or enforce any term or condition of these Terms and Conditions shall lie exclusively in the State of Ohio, including in a United States District Court in Ohio having jurisdiction over the case.

16. Miscellaneous. You have the right to request from ONG up to twenty-four (24) months of payment history, without charge. ONG may not disclose your customer account or any customer information for any purpose other than for operation, maintenance, assignment, and transfer of your account, or for performing collection and credit reporting activities, and may not disclose or use your social security number for any purpose other than to perform a credit check, without your express written or electronic authorization, except in accordance with Rules 4901:1-29-06 and 4901:1-29-09 of the Ohio Administrative Code. ONG assumes no responsibility or liability for the following items that are the responsibility of the NGDC: operation and maintenance of the NGDC's system, any interruption of service, termination of service, or deterioration of the NGDC's service. In the event of a loss of service, you should contact your NGDC. ONG reserves the right to re-price the applicable account(s). Consistent with the applicable PUCO rules, any notice, demand, or other communication to be given hereunder, including, without limitation, any termination notice, shall be in writing and sent to the address or email address maintained on file for you. By providing ONG your email address, you agree to receive notices electronically, where permitted under applicable law. ONG reserves the right, at any time, to not enroll service to customer locations that do not meet the eligibility criteria, including those that consume more than 5,000 ccf or 500 Mcf per year, and return you to the NGDC (or previous ONG product, if applicable) with no penalty to ONG. This limitation applies to related accounts that individually may not exceed the 5,000 ccf or 500 Mcf per year limit, but collectively may exceed such limit. These Terms and Conditions exceed all prior written or oral agreements or understandings. **ONG is a competitive retail natural gas service provider.**

17. Contact Information and Notices. Contact by phone at 1-800-974-6513 (toll-free), Monday through Friday from 8:00 a.m. to 5:00 p.m. ET, in writing at Ohio Natural Gas Customer Service, PO Box 14657, Cleveland, Ohio 44144, or visit www.ohionaturalgas.com. You agree and authorize that ONG and/or its third-party service providers may listen to, monitor, and/or record telephone calls with us and/or any of our affiliates, agents, and/or contractors as part of providing services under the Program. You expressly agree that these contacts are not unsolicited for purposes of any state or federal law. You also agree to receive communications from ONG via email at the email address you provide (if any) to ONG. You must notify ONG of any changes to your contact information, including your email address.

Utility	Customer Service Phone Number
Columbia Gas of Ohio, Inc.	1-800-344-4077
Duke Energy Corporation	1-800-774-1202 (Commercial) 1-800-544-6900 (Residential)
Enbridge Gas Ohio	1-800-362-7557
CenterPoint Energy	1-800-227-1376