

General Terms and Conditions for Gas Service

1. Definitions

- 1.01 **Agent:** A person, partnership, public/private firm, or corporation authorized by another entity to perform services on their behalf.
 - 1.01.01 **Company Agent:** A person or agency employed or appointed by Company to act as its representative for the purpose of providing service or otherwise exercising the authorities described in Company’s Commission-approved Tariffs.
 - 1.01.02 **Marketer Agent:** An agent authorized by the Customer to perform transportation service-related activities for the Customer. A gas marketer must meet criteria established under Section 10 Requirements for Transportation Service.
- 1.02 **Ancillary Line:** The exterior piping installed and owned by customer and connected to the yard line or house piping to supply fuel to any exterior appliance or apparatus.
- 1.03 **Arrears:** The first day of the arrearage period is the first day after the due date on the bill.
- 1.04 **Central Clock Time (CCT):** Central Standard Time throughout the year, as adjusted for Central Daylight Time.
- 1.05 **Character of Service:** The qualities inherent in the classification and nature of service.
 - 1.05.01 **Classification of Service:** The category of service provided to the Customer. A change in the classification of service may be marked by, but is not exclusively limited to, movement from Residential to Nonresidential service or by a change from small to large Nonresidential service.
 - 1.05.02 **Nature of Service:** The manner by which service is received. Fundamental modifications to parameters including, but not limited to, delivery pressure or the size of the meter or required distribution piping constitute a change in the nature of service.
- 1.06 **Commission:** The State Corporation Commission of the State of Kansas or any successor of such Commission having jurisdiction over the subject matter herein.
- 1.07 **Company:** Kansas Gas Service, a division of ONE Gas, Inc. or its properly designated Agent.
- 1.08 **Confidentiality:** Company’s treatment of customer-specific information. This information, which shall include all billing statement information, usage data and agent information, shall not be released to any other party without the customer’s consent, except that neither notice nor Customer consent shall be required when customer-

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specific information is released in response to a request of the Commission or its staff. This section shall not prevent Company from providing information regarding Customer status when requested by law enforcement or emergency personnel acting in an official capacity or when customer-specific information is released by court order, subpoena, or other order or requirement issued by a duly constituted authority, or when release of such information is necessary to provide service. Company shall not be required to notify the Customer or obtain the customer’s consent in these instances.

- 1.09 **Contiguous Premises:** Properties, sharing at least one common point or local boundary, upon which all buildings and/or natural gas consuming devices are owned or occupied by the same Customer, and upon which all natural gas service is utilized to supply one or more connected natural gas loads which Company considers to be components of a unified operation. Streets, alleys, and other rights-of-way intersecting the customer’s properties are not considered property occupied or used by others.
- 1.10 **Curtailment:** Company’s complete or partial limiting of delivery services to a Customer or customers otherwise entitled to receive such services.
- 1.11 **Customer:** An end-user of natural gas for which Company has approved an application for service supplied under Company’s Tariffs.
 - 1.11.01 **Residential:** A Customer receiving natural gas Sales Service at a Single Location, principally for the maintenance or improvement of the quality of life in a household, home, or place of dwelling having separate kitchen, sleeping and living facilities and permanent provisions for sanitation, or at a detached garage on the same premises as customer’s home. The primary use of utility service shall be limited to comfort space conditioning, water heating, food preparation, and other non-profit household uses. Uses shall also include:
 - (1) Premises, served through one meter, that have been converted from one to no more than five single-family dwelling units, each having separate kitchen facilities, and
 - (2) Premises in which four or fewer sleeping rooms are rented or available for rent.
 - 1.11.02 **Nonresidential:** A Customer served at a single location for which the primary activity cannot be defined as residential. Nonresidential customers may include, but shall not necessarily be limited to, those using service for wholesale and retail trade, professional and miscellaneous business services; hotels and other lodging places; garages located on property not contiguous to the customer’s residential dwelling; clubs; single-metered

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apartment houses; commercial office buildings; warehouses; theaters and auditoriums; water pumping plants; laundries; greenhouses; public buildings; universities, colleges and schools; hospitals, institutions for the care or detention of persons; and airfields, military and naval posts. Nonresidential customers may also include those using service to change raw or unfinished materials into other forms or products. Meters serving the common use of multiple customers or units, whether Residential or Nonresidential, shall be considered Nonresidential.

- 1.12 **Customer-Owned Distribution Network:** The customer-owned lines located downstream from a Company-owned Master Meter. Such networks include, but are not limited to, institutional, educational and health care campuses, mobile home parks, military complexes, industrial facilities, commercial complexes, irrigation systems and oil and natural gas leases.
- 1.13 **Delivery Point:** The point on Company’s system at which it delivers natural gas that is has transported.
- 1.14 **Delivery Systems:** The areas into which Company's delivery facilities are divided.
 - 1.14.01 **"k" System:** Company's local distribution facilities connected to interstate pipelines not affiliated with Company and providing service to customers living in and around the communities listed in the Index.
 - 1.14.02 **"t" System:** Company's affiliated and integrated transmission and local distribution facilities providing service to customers living in and around the communities listed in the Index.
- 1.15 **Diversion:** The obtaining of natural gas service not authorized by Company by way of interference, redirecting, or bypass of the meter to prevent measurement. Diversion shall include, but is not limited to, installing solid pipe or flexible steel tubing, hoses or other connection in or around a gas service riser.
- 1.16 **Fraud:** The misrepresentation or omission of facts or the giving of false and/or misleading information, the reliance on which would result in a customer’s obtaining or maintaining utility service, or avoiding payment for past, present or future service, or obtaining a refund. Fraud shall include, but is not limited to, any verbal or documentary representation by which a prospective or current customer, or the customer’s agent, provides:
 - (1) False names or identification information not legally assigned to such person.
 - (2) False or altered residency, either past, present or future.

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- (3) False or altered ownership or lease documentation
- (4) False or insufficiently funded non-cash payments, through means including but not limited to:
 - (a) A false and/or unauthorized electronic fund transfers.
 - (b) False and/or unauthorized credit card or debit card information, to include the cancellation of a prior transaction without which disconnection of service would have occurred.
- 1.17 **Gas Day:** A 24-hour period from 9:00 a.m. to 9:00 a.m. Central Clock Time unless stated otherwise in an agreement with a specific pipeline. The Gas Day shall be used to determine receipt and delivery of gas by Company. It shall also be the basis for projecting the customer’s requirement and nominating monthly usage.
- 1.18 **Gas Supply:** The total natural gas volumes purchased by Company to be available to meet the needs of its Sales Service customers.
- 1.19 **Master Meter:** A Company-owned meter providing service to a Customer-Owned Distribution Network.
- 1.20 **Nomination:** A customer’s request to deliver a specified amount of gas through Company’s local distribution facilities. A nomination is a daily MMBtu quantity and must include a beginning and ending date.
- 1.21 **Operational Flow Order (OFO):** A directive instructing customers to control their usage to avoid either Under-Deliveries or Over-Deliveries to protect the integrity of any portion of Company’s system or to insure compliance with upstream transporters’ requirements.
- 1.22 **Over-Delivery:** The condition resulting when deliveries of natural gas to a customer are greater than the usage level authorized by Company.
- 1.23 **Period of Curtailment (POC):** A period of time during which Company limits delivery service to sales and/or transportation customers.
- 1.24 **Point of Delivery:** For inside meter settings, point of delivery shall be a point 12 inches exterior to the point at which the service line enters the building wall. For outside meter settings, point of delivery shall be Company's meter outlet, unless Company owns and maintains the line extending from the meter to the building in which case the point of delivery shall be a point 12 inches exterior to the building wall.
- 1.25 **Receipt Point:** A mutually agreeable location on Company’s system where a transportation service customer provides for Company to receive gas.

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No supplement or separate understanding shall modify the tariff as shown herein.

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- 1.26 **Service**
 - 1.26.01 **Sales Service:** Gas delivery for which Company is responsible for procuring an adequate supply of gas to meet a customer's needs. Company's responsibility under sales service is conditioned by Company's Rate Schedules and these GTC, specifically Section 11 Pipeline System Restrictions & Priorities.
 - 1.26.02 **Transportation Service:** Gas delivery for which a Customer is responsible for procuring a supply of gas adequate for the customer's needs. Company's responsibility under transportation service is conditioned by Company's Rate Schedules and these GTC, specifically Section 10, Requirements for Transportation Service and Section 11, Pipeline System Restrictions & Priorities.
- 1.27 **Service Line:** For outside meter settings, it is the pipe installed from Company's main to the inlet of Company's meter. For inside meter settings, the Service Line extends from Company's main to the building wall.
- 1.28 **Single Location:** A customer's Contiguous Premises.
- 1.29 **Supplier:** A person, partnership, public/private firm, or corporation which provides and delivers natural gas to a Company Receipt Point on behalf of Company, a transportation customer, or the customer's agent.
- 1.30 **Supply Emergency:** A system condition in which Company's available gas supply is insufficient to meet the requirements of its critical-needs Sales Service customers. A supply emergency may be caused by insufficient supply or inadequate capacity, either on Company's system or on that of any connected interstate pipeline.
- 1.31 **Tampering:** Obtaining natural gas service not authorized by Company by altering the service regulator or other acts which prevent meters and/or regulators from accurately measuring the amount of gas consumed, or the use of an unassigned meter to obtain unauthorized service. Tampering shall include, but is not limited to:
 - (1) Making a tap connection to any service, distribution or transmission line owned by Company;
 - (2) Defacing, puncturing, removing, reversing or altering any meter or any connections for the purpose of securing unauthorized or unmeasured service;
 - (3) Preventing any such meters from properly measuring or registering; or

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(4) Taking, receiving, using or converting to such person's own use any service which has not been measured.

1.32 **Tariffs:** Company documents, on file with the Commission, which define the terms and conditions under which Company provides service to customers.

1.32.01 **General Terms and Conditions for Gas Service (GTC):** The operational practices and methods for service to customers. The GTC applies to all service agreements between Company and a Customer and to all Rate Schedules and Surcharge/Rider Schedules approved by the Commission. These GTC in no way supersede or modify any rules, regulations, and lawful orders of the Commission. If there appears to be any conflict, the rules, regulations, and/or lawful orders of the Commission shall control. These GTC are also intended to be consistent with the service agreements, Rate Schedules, and Surcharge/Rider Schedules of Company. The more specific provisions of a service agreement, Rate Schedule, or Surcharge/Rider Schedule shall control if there appears to be any inconsistency. No representative, Agent, or employee of Company shall have authority to amend, modify, alter, or waive any of these GTC except as directed by the Commission. Certain requirements of these GTC may be waived by the Commission in individual cases upon written request by Company and a showing that compliance with the requirement would not serve the interests of Company or the Customer.

1.32.02 **Rate Schedules:** Rates and specific conditions for service. Rate schedules are subject to change as provided by law.

1.32.03 **Surcharge/Rider Schedules:** Rates and/or conditions for service applicable to certain customers, but which must refer to and rely upon a rate schedule or the customer's complete requirements.

1.33 **Under-Delivery:** The condition resulting when deliveries of natural gas to a Customer are less than those received into Company's system on behalf of the Customer.

1.34 **Yard Line:** Used in conjunction with outside meter settings, excluding Master Meters, to designate the underground piping installed from the outlet of Company's meter to the building wall.

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