

General Terms and Conditions for Gas Service

2. Application for Service and Agreements

- 2.01 **Availability of Service:** Service shall be made available to customers located within Company's certificated areas in accordance with its rate schedules and General Terms and Conditions as approved by the Commission.
- 2.02 **Application for Service:** Completion of Company's standard application or contract forms in writing shall constitute an application for service. Verbal application for service may be accepted by Company.
 - 2.02.01 A separate application or contract shall be made for each class of service at each separate location. Upon acceptance of an application for service, Company shall supply customer with service in accordance with the rate schedules and these General Terms and Conditions filed with and approved by the Commission.
 - 2.02.02 New customers, from whom an application for service shall be required, are those not meeting the requirements of 2.02.03 and which are:
 - (1) Individuals or corporate or business entities desiring but not currently receiving service from Company, or
 - (2) Customers who apply for new service at a concurrent and separate metering point, residence, or location, or
 - (3) Residential customers who have been disconnected for over 30 days, or
 - (4) Nonresidential customers who have been disconnected and issued a final bill, or
 - (5) New owners or leaseholders of existing premises, or
 - (6) New owners of the corporate or business entity that is the customer, or
 - (7) Customers who file for bankruptcy.
 - 2.02.03 Existing customers are:
 - (1) Customers for whom Company has previously approved an application for service and whose account status remains active, or
 - (2) Residential customers who have been disconnected and reconnected to service at the same premises within 30 days, or
 - (3) Nonresidential customers who have been disconnected, but not issued a final bill.

Issued:	November 29, 2016	16-KGSG-491-RTS Approved Kansas Corporation Commission December 28, 2016 /S/ Amy L. Green
Effective:	January 1, 2017	
By:	/S/ David N. Dittmore, Director – Regulatory Affairs	

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- 2.02.04 The taking of utility service by customer will constitute acceptance and agreement to be bound by all such provisions of Company's standard application contract and these General Terms and Conditions.
- 2.02.05 Company's waiver with respect to any customer default in complying with the provisions of an application for service shall not be deemed to be a waiver with respect to any other or subsequent default by such customer.
- 2.03 **Positive identification:** Company may require the applicant to provide positive identification prior to initiation of service.
 - 2.03.01 Residential Applicants shall be required to provide at least one form of positive identification.
 - 2.03.02 Positive identification may include, but is not limited to a driver's license, passport or other photo identification issued by a governmental authority, a social security number or a birth certificate. A social security number may be requested as one method of positive identification but shall not be required.
 - 2.03.03 Company may request the names of each adult occupant residing at the location where residential service is being provided.
 - 2.03.04 Nonresidential applicants may be required to provide:
 - (1) The name of the person(s) responsible for payment of the account and at least one form of positive identification,
 - (2) The name of the business,
 - (3) The type of business, and
 - (4) The employer identification number (EIN), if available, issued by the Internal Revenue Service.
 - 2.03.05 If positive identification is not immediately available at the time of application for service, a residential customer providing a full deposit will have at least 30 days to secure positive identification, provided that said grace period does not conflict with any statutes or regulations relating to identity theft detection, prevention and mitigation.
 - 2.03.06 If positive identification is not provided within said grace period, or such identification constitutes fraud, Company may disconnect service pursuant to Section 5 of these General Terms and Conditions.
- 2.04 **Refusal of Service at Time of Application:** Company shall not be required to commence service if, at the time of application for service, the applicant has outstanding with

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Company, an undisputed and unpaid service account until such indebtedness is satisfied or a payment agreement covering the indebtedness is executed.

2.04.01 For purposes of this rule, Customer’s indebtedness shall include undisputed and unpaid accounts that accrued within the last 5 years for service provided under a written agreement, or 3 years for service provided under an oral agreement. The requested class of service must be the same as that for which the indebtedness was incurred, either at the same or former premises and located in any area served by Company.

2.04.02 Company shall not refuse service to a customer for an outstanding debt on an account unless that customer either signed the service agreement on the account or agreed orally at the time service was established to be responsible for the account. The only exception to this rule is when the current customer and the former customer, who signed the service agreement or agreed orally at the time service was established to be responsible for the account, lived together when the debt was incurred and continue to live together. Service may be withheld until such indebtedness is satisfied or a payment agreement covering the indebtedness is executed.

2.04.03 If Company refuses service to a customer at the time of application for service in accordance with this section, it shall clearly state the reason for such refusal. Company shall not make any other representation of its reason for its refusal except the applicable portion of this section.

2.05 **Refusal of Service After Application of Service:** Company may refuse service at any time when, in Company’s judgment, it is unsafe for Company personnel to perform work at customer’s premises. Unsafe situations that may prevent Company personnel from performing work at customer’s premises include, but are not limited to, physical and/or verbal acts of aggression, intimidation, or anything which threatens the safety of Company personnel.

2.06 **Notices Between Customer and Company:**

2.06.01 **Written Notices:** All notices given to Company shall be in writing except as provided in Section 6.03 Defective Customer Equipment, and as described herein.

- (1) Oral communication directed to the appropriate Company representative shall be considered proper notice.
- (2) When oral notices are taken in person or by telephone by Company's representative, a confirmation number and the employee's name shall

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be provided to customer as evidence of customer's contact with Company.

(3) Company shall exercise reasonable diligence in carrying out notices from customer, but shall not be responsible for error, delay or expense resulting there from, unless it shall be shown affirmatively that the error, delay or expense has been caused by willful default or negligence on the part of Company.

(4) Billing errors resulting from Company's failure to carry out customer's written notice or an oral notice for which customer has a confirmation number and employee's name, will be corrected as provided in Section 4.05.02 Correction of Erroneous Bills.

2.06.02 **Contracts:** Company representatives are not authorized to contractually bind Company except by writing duly executed.

2.07 **Availability of Rate Schedules:** Company's rate schedules and copies of these General Terms and Conditions for Gas Service shall be made available upon the request of any interested party. Company's service shall not be sold or otherwise provided except as specified in its rate schedules, contracts and General Terms and Conditions on file with the Commission.

2.08 **Choice by Customer:** Company shall, upon customer application for service or at any time upon request, advise customer as to the rate schedules available for and best adapted to existing or anticipated service requirements as defined by customer, but Company does not assume responsibility for the selection of such rate.

2.09 **Change of Rates:** Customer, having selected an applicable rate schedule, may not change to another rate within a 12 month period unless there is a substantial change in the character or condition of customer's service. If such change occurs, Company reserves the right to reissue bills for service rendered under the rate schedule applicable thereto for the period during which such service was in effect, but such period shall not exceed 12 months.

2.10 **Compliance With Rate Schedule:** If service is used for purposes not permitted in a rate schedule, Company reserves the right to reissue bills on the applicable rate for a period not to exceed 12 months, unless the date of the infraction can be determined in which case the correction shall be computed back to but not beyond such date, and all future bills will be on the applicable rate.

2.11 **Retail Service:** The utility service furnished under a retail rate schedule is for the sole use of customer. Customer shall not resell such service to any other party. In case utility

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service supplied by Company is resold, service may be disconnected as provided in Section 5.02 Conditions for Discontinuing Service.

2.12 Service for Resale

2.12.01 Definition of Resale Customer: A resale customer is a customer who, by contract between Company and customer and approved by the Commission, is permitted to purchase utility service from Company for resale outside of Company's certificated areas. Resale shall be under rates filed with the Commission and only when Company's existing facilities, as determined by Company, have adequate pressure and capacity to provide such resale service without jeopardizing service to Company's other customers.

2.12.02 Sales to Resale Customers: A resale customer desiring to purchase additional utility service from Company for resale to any of its consumers other than those provided for in Category 1 of Company's priority of service rules specified in Section 11 Pipeline System Restrictions & Priorities, shall advise Company in writing of the name, location, load characteristics, available standby fuel facilities, and other necessary data relating to each such consumer. Within 30 days after receiving the request, Company will notify resale customer in writing (a) whether such service can be made available, (b) the effective date of such service, (c) the appropriate priority category, and (d) the applicable rate under which such service will be rendered. A resale customer desiring to provide utility service to one consumer under different priority categories at a single address or location may do so provided the portion of consumer's load under each category is measured through a separate meter and purchased from Company under the applicable rate for such deliveries.

2.12.03 Measurement and Reporting of Delivered Volumes: As soon after the end of each billing month as is practical, resale customer shall report to Company the volume of gas sold under priority category at each point of delivery during the billing month. The volumes reported to Company shall be on the same measurement basis as that on which resale customer purchases gas from Company.

2.12.04 Verification of Delivered Volumes and Curtailment: Company shall have the right to verify the delivered volumes of gas reported by resale customer and also the effectiveness of any curtailment or interruption requested by Company. Verification may be accomplished by an audit of resale customer's records and/or meter readings. Company shall have the right to

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read the meters serving applicable consumers at any time during an ordered curtailment or interruption.

2.13 Service Initiation Charges

2.13.01 Service Initiation Charges: Upon application for and commencement of service to customer at each service location, a service initiation charge as provided for in Subsection 12.01 Service Initiation Charge, shall be due from customer.

2.13.02 Billing of Service Initiation Charge: Service Initiation charges shall be billed on the initial service bill for each customer service location and shall be due and payable on the date specified thereon.

2.14 Succession and Assignment: A service agreement shall inure to the benefit of and be binding upon customer's heirs or successors but shall not be assignable by customer without the prior written consent of Company, which consent shall not be unreasonably withheld.

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