

**General Terms and Conditions for Gas Service**

**4. Billing and Payment**

4.01 **Payment of Bills:** All bills for service are due and payable upon receipt. Normally, bills shall be sent by mail; however, the non-receipt of a bill by a customer shall not release or diminish the obligation of the customer with respect to the full payment thereof, including penalties. If the last calendar day for remittance falls on a day when Company's offices are not open to the general public, the final payment date shall be extended through the next business day.

4.01.01 **Delinquency:** A bill shall be deemed delinquent when payment is not received by Company or its authorized agent on or before the delinquency date.

- (1) **Delayed Payment Charge:** If the bill becomes delinquent, a Delayed Payment Charge in an amount equal to 2 percent of the delinquent amount owed for current utility service shall be added and any collection efforts by Company shall be initiated.
- (2) **Residential Customers:** Bills for service to residential customers shall become delinquent on the last date payments received can, in the normal and reasonable course of business, be credited to the customer's account in preparation of the next succeeding normal bill.
- (3) **Non-Residential Customers:** Bills for service to non-residential customers shall become delinquent business 15 days after their mailing date, unless otherwise specified by contract, agreement or applicable rate schedule.
  - (a) Non-residential customers who are unable to make timely payment of bills before the delinquency date because of internal bill paying procedures will be given an opportunity to receive a copy of each bill at a second location at no additional cost.
  - (b) If a non-residential customer chooses, and also agrees to pay a 1 percent fee each month, Company will allow an extension of time in which to pay monthly bills so that they become delinquent at the same time as the bills of residential customers in the same billing cycle. This agreement will be canceled upon customer's request or upon customer's failure to pay any bill before the extended delinquency date. Once canceled, no new agreement with the same customer will be permitted.
- (4) Company shall print on the customer's bill a Due Date reflecting an allowance for return mailing.

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By:	/S/ David N. Dittmore, Director – Regulatory Affairs	

**General Terms and Conditions for Gas Service**

- 4.01.02 **Partial Payment:** If a customer makes partial payment on the total bill, payment will be credited first to the balance outstanding for utility service beginning with the oldest service debt, then to additional utility charges such as disconnection /reconnection charges, and then to charges for special services.
  
- 4.01.03 **Combined Payment for Several Meters:** Company may agree to not assess the otherwise applicable Delayed Payment Charge to a customer responsible for payment of bills that become due on different dates during the month.
  - (1) The customer must notify Company in writing of:
    - (a) The location where such service is rendered,
    - (b) The respective names and account numbers of each account, and
    - (c) The customer’s intent to make payment of all such bills on or before the delinquency date of any one of such accounts.
  - (2) Company shall collect Delayed Payment Charges on the basis of each single billing if payment is not made within the agreed-upon time.
  - (3) The agreement with the customer may be canceled after the third time it becomes necessary to assess the Delayed Payment Charge during any consecutive 12-month period.
  
- 4.01.04 **General Payment Provisions**
  - (1) **No Separate Fees:** The customer shall not be assessed a separate fee for using any method of payment other than that described in Section 4.01.05(4) **Credit /Debit /ATM Cards.**
  - (2) **Authorized Pay Agents:** Company may contract with non-utility business partners and authorize them to accept payments directly from customers on Company’s behalf.
    - (a) Company shall require Authorized Pay Agents to operate in compliance with the Commission’s rules and regulations.
    - (b) The payment method may be electronic, telephonic and/or in person.
    - (c) Payments received by an Authorized Pay Agent shall be considered made as if received on the same date at Company’s remittance processing center. A payment received by an Authorized Pay Agent shall normally be posted to the customer’s account within 2 business days.

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**General Terms and Conditions for Gas Service**

- (d) The Authorized Pay Agent shall provide a receipt number to the customer making payment. It shall be the customer’s responsibility, to avoid a pending disconnection, to timely confirm this receipt number to Company’s customer contact center.
- (3) **Unauthorized Pay Agents:** Unauthorized Pay Agents have no contractual or other requirement to operate under rules approved by the Commission. They may include but are not limited to banks and other financial institutions, retail stores with “drop boxes” and/or third-party businesses or individuals. Company’s acceptance of payment from an Unauthorized Pay Agent on behalf of a customer shall not be construed as acceptance of such agent’s assurance to the customer as to timeliness or accuracy.
- (4) **Notification:** Company shall provide an annual notice to customers informing them of authorized bill payment options and where they can find a list of authorized payment centers. The Notice shall also advise of the potential impact of using unauthorized payment sources. Such notice shall be provided to the Commission for review at least 30 days prior to mailing.
- (5) **Internet Information:** Company’s Internet web site shall provide:
  - (a) A complete list of all authorized payment options and the amount of any transaction fees payable by customers.
  - (b) An up-to-date list of Authorized Pay Station (APS) locations established pursuant to Section 4.01.05(3) Authorized Pay Stations.
  - (c) Links to Company-Authorized Pay Agents that provide authorized credit /debit /ATM card services pursuant to Section 4.01.05(4) Credit /Debit /ATM Cards.
- (6) **Delinquency:** A check returned unpaid to Company because of insufficient funds, an electronic payment transaction not completed because of insufficient funds, or a credit card payment reversed for any

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**General Terms and Conditions for Gas Service**

reason, may cause customer’s account to be deemed delinquent as if the payment had never been tendered.

**4.01.05 Methods of Payment**

- (1) **Payment By Mail:** Customers paying by mail shall place a check or money order in a clearly addressed envelope and shall post such payment to cause it to arrive at Company’s remittance processing center on or before the delinquency date.
  - (a) A check returned to Company for insufficient funds shall incur a charge pursuant to Section 12.07 Insufficient Funds Check Charge.
  - (b) Company or Company’s Authorized Pay Agent may convert a customer’s check to an Electronic Funds Transaction (EFT) unless the customer instructs otherwise by “opting out” of the transaction. If this electronic transaction is returned unpaid due to insufficient funds, or if it is not able to be completed because of insufficient funds, Company may assess a charge pursuant to Section 12.08 Insufficient Funds Service Charge.
- (2) **Electronic Payments:** Customer may request Company or an Authorized Pay Agent to process an electronic transaction on a customer’s account in a U.S. financial institution for payment of the customer’s bill for utility services.
  - (a) The decision to accept and/or process an electronic payment shall be solely that of Company.
  - (b) Company or its Authorized Pay Agent may accept requests for electronic payments through a live telephone representative or through automated processes such as interactive voice response (IVR) systems and the Company’s internet web site.
  - (c) An electronic payment received by Company or its Authorized Pay Agent shall be credited to the customer’s account as if payment had been received at Company’s remittance center on the same business day as the customer’s request.
  - (d) Customer shall ensure that sufficient funds are available to pay the amount of the requested electronic payment.
    - i. An electronic payment transaction not completed because of insufficient funds shall incur a charge pursuant to Section 12.08 Insufficient Funds Service Charge.

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**General Terms and Conditions for Gas Service**

- ii. Company may refuse to process an electronic payment for a customer who, on one or more occasions, has tendered to Company or an Authorized Pay Agent a check which was returned unpaid because of insufficient funds and/or has requested an electronic payment transaction that was not completed because of insufficient funds.
  
- (3) **Authorized Pay Stations (APS):** Company may, either by itself or through a contract with an Authorized Pay Agent, establish and maintain an authorized network of non-utility businesses and other appropriate locations where customers can make payments in person.
  - (a) A check returned for insufficient funds shall incur a charge pursuant to Section 12.07 Insufficient Funds Check Charge.
  - (b) Company or its Authorized Pay Agent may convert a customer’s check to an electronic transaction unless the customer instructs Company otherwise by “opting out” of the transaction. If this electronic transaction is returned unpaid due to insufficient funds, or if it is not able to be completed because of insufficient funds, Company may assess a charge pursuant to Section 12.08 Insufficient Funds Service Charge.
  - (c) APS locations shall provide a complete list of all available payment options and the amount of any associated fees payable by customers.
  
- (4) **Credit /Debit /ATM Cards:** Company may contract or make other arrangements with an Authorized Pay Agent to provide credit /debit card payment options to customers paying their bill for natural gas service.
  - (a) The Authorized Pay Agent may charge the customer an additional fee for the use of credit /debit /ATM cards pursuant to Section 12.12 Credit /Debit /ATM Card Fee.
    - i. Fees for payment by credit/debit card may increase the customer’s total responsibility above that of a cash payment.
    - ii. The customer shall be advised, prior to providing the credit /debit /ATM card number, of the amount of any additional fee and must answer in the affirmative to proceed with the payment process.

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**General Terms and Conditions for Gas Service**

- iii. The Authorized Pay Agent shall be solely responsible for collecting the fee from the customer.
  - (b) A debit card or ATM card transaction not completed because of insufficient funds may incur a charge pursuant to Section 12.08 Insufficient Funds Service Charge.
  - (c) The determination of credit /debit /ATM card “brands” available for customers’ payments shall be at Company’s sole discretion.
  - (d) Company shall ensure that toll-free telephone service is provided for customers to make credit /debit /ATM card payments by phone.
  - (e) Company or its Authorized Pay Agent may refuse to accept credit /debit /ATM card payments from a customer for reasons including, but not limited to, reported or suspected fraudulent use of a card, reported or suspected use of a stolen card, and/or the customer’s prior use of a card to defraud Company or the card’s owner.
- (5) **Automatic Bill Payment Plan:** Company may establish a program that will, upon a customer’s request, systematically withdraw the customer’s billed payments from his/her account at a bank or recognized financial institution.
- Company may process an Automatic Bill Payment as an electronic transaction. If this electronic transaction is returned unpaid due to insufficient funds, or if it is not able to be completed because of insufficient funds, Company may assess a charge pursuant to Section 12.08 Insufficient Funds Service Charge.
- (6) Any payment which constitutes fraud, pursuant to Section 1, Definitions, may be subject to disconnection according to Section 5 of these General Terms and Conditions.

**4.02 Customer Billing**

**4.02.01 Information on Bill:** Customer's bills shall show:

- (1) The beginning and ending meter reading for the billing period. An estimated billing shall disclose that it is based on an estimated meter reading by the inclusion of the word “Estimated” on the bill.
- (2) The date of the most recent meter reading and the date of the billing.
- (3) The final date by which a payment can be received before a Delayed Payment Charge is imposed.

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**General Terms and Conditions for Gas Service**

- (4) The actual or estimated utility service supplied during the billing period.
- (5) The comparative energy consumption for the current billing period and the comparable period a year ago.
- (6) The amount due for prompt payment and the amount due after delinquency in payment.
- (7) The gas cost in dollars per unit (1,000 cubic feet or Mcf) and the total amount due. If the gas cost is prorated, each applicable cost of gas factor and the estimated usage associated with that factor shall be shown.
- (8) The amount of additional charges due for past due accounts, security deposits, collection, service initiation or disconnection charges, installment payments, and other charges authorized by the Commission.
- (9) The monthly amounts due for customers paying down an arrearage under the Cold Weather Rule (CWR) or other payment plans.
- (10) The total amount due for the current billing period.
- (11) The amount due for city franchise fee and state and local sales taxes, stated separately, unless otherwise ordered by the Commission.
- (12) The address and telephone number of Company's office where a customer may make a report, inquiry or complaint concerning a disputed bill, service rendered, account delinquency or termination of service.

4.02.02 **Charges for Special Services:** Company may include on the bill charges for special services which are not authorized or specifically regulated by the Commission provided they are clearly designated and set separately from charges for utility service.

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**General Terms and Conditions for Gas Service**

4.03 **Determination of Usage:** Meters shall be read periodically in a range of no less than 26 days and no more than 36 days for monthly billings.

4.03.01 **Company Read Meters:** Company may adopt a cycle-billing plan for dividing its service territory into districts and for reading meters on a schedule of days throughout the month. Company may vary its regular reading of a customer’s meter to recognize the effects of connection, disconnection, or rerouting of meter routes.

4.03.02 **Customer Read Meters:** Company may request customers in sparsely populated areas or customers with inaccessible meters, to read their meters at intervals approximating the billing period. The customer shall provide the requested meter reading by completing and returning a Company-provided printed form containing instructions as to the method of obtaining the reading, or by using Company’s Interactive Voice Recording System.

Meter readings by a customer, though used for billing purposes, shall not be considered final. Company shall read such customer meters at least once a year and shall compare the readings obtained with the customer's readings. If there is any difference between the readings, an adjustment shall be made in accordance with Section 4.05 Adjustments to Meter Reads and Bills. In the event a customer does not furnish a meter reading pursuant to this section for 2 consecutive billing periods, Company may read the meter and charge the customer a meter reading charge as provided in Section 12.02 Meter Reading Charge for each such extra meter reading occurrence. A final bill when service is discontinued shall be based on an actual reading by Company, except as provided in Section 4.04.01 Reasons to Estimate.

4.03.03 **Meter Readings Not Combined:** Each class of service at each separate location supplied will be metered and billed separately. When more than one meter or metering facility is set at one premise for customer's convenience, or when customer has service at different premises, the readings of the separate meters will not be combined for billing purposes unless the applicable rate schedule provides otherwise.

4.04 **Estimated Bills:** Company may estimate a customer's usage for a billing period and bill accordingly. Company may render a bill based on estimated usage only if the estimating procedures employed by Company and any substantial changes in those procedures have been approved by the Commission.

4.04.01 **Reasons to Estimate:** Company may render bills based on estimated usage.

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**General Terms and Conditions for Gas Service**

- (1) To seasonal customers, provided an appropriate rate schedule is filed with the Commission and an actual reading is obtained before each change in the seasonal cycle.
- (2) When extreme weather conditions, emergencies, work stoppages, broken meters or other equipment failures or other circumstances beyond Company's control prevent actual meter readings.
- (3) When Company is unable to reasonably obtain access to customer's premises for reading the meter and efforts to obtain a customer reading of the meter, such as mailing or leaving pre-addressed forms upon which customer may note the readings, are unavailing.
- (4) When the customer does not furnish a meter reading as requested by Company.
- (5) For final, corrected or initial bills, but only when:
  - (a) The customer so requests and any necessary adjustments are made to the bill upon a subsequent actual meter reading by Company.
  - (b) An actual meter reading would not show actual customer usage, but is used in estimating usage.
  - (c) An actual meter reading cannot be taken because of a broken meter or other equipment failure.
- (6) When Company has sufficient reason to believe usage determined from meter readings is erroneous or incorrect.

4.04.02 **Frequency of Estimated Bills:** Company shall not render a bill based on estimated usage for more than 3 consecutive billing periods or 6 months, whichever is less, or more often than 6 billing periods per year, except in cases where:

- (1) The meter is inaccessible and the customer is not available or fails to furnish a meter reading as requested by Company, or
- (2) The customer is served under an approved rate schedule providing otherwise.

Company shall read these meters at least once a year and shall adjust the customer's bill as provided by this Section. If a special meter reading is required, Company may charge the customer a fee as provided in Section 12.02 Meter Reading Charge.

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**General Terms and Conditions for Gas Service**

- 4.04.03 **Record Keeping:** When Company renders estimated bills, it shall maintain accurate records of the reasons therefore and efforts made to secure actual readings. Company shall retain these records for at least 36 months.
- 4.04.04 **Disclosure:** All estimated bills shall disclose the fact that they are based on estimated usage and that any appropriate adjustments will be made upon subsequent actual reading of the meter by Company.
- 4.04.05 **Estimating Procedure:** Before rendering an estimated bill, Company may request a customer to provide a meter reading on pre-addressed forms or through Company’s Interactive Voice Recording System. Meter readers shall not make estimates of customer usage; however, meter readers may provide specific knowledge of unique customer circumstances to Company’s Billing Department which may recognize that information in the estimated bill calculation.

- (1) When estimating usage for missing route reads, Company shall consider the customer's historical consumption, current consumption of similar customers for whom actual meter readings were obtained and the length of the billing period.

Company shall use the following formula for calculation of estimated Mcf usage for billing purposes.

$$(A / B) \times C = \text{Estimated usage for a meter}$$

Where:

A = peer group’s usage this month

B = peer group’s usage for same month last year

C = usage for same month last year for meter to be estimated. If meter-specific usage from last year is unavailable, the value of “B” shall be substituted for “C”.

Company shall use current billing cycle information to profile the customer’s peer group. Peer Groups shall be compiled from meters with like rate codes and revenue classes. Peer groups of less than minimum size may be expanded to contain not only the town, but the office the town is in, the division or up to Company level if required. More than one rate code may be included where necessary.

- (2) When estimating usage in instances when missing read(s) exist for individual customers where peer group information is not available or customer has supplied information specific to their usage, Company

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**General Terms and Conditions for Gas Service**

may consider the customer’s historical consumption, current and historical weather information as well as any customer-supplied information.

Company shall use the following formula for calculation of estimated Mcf usage for billing purposes for individual accounts:

$$(A/B) \times C = \text{Estimated usage for meter}$$

Where:

A = Heating Degree Days (HDD) for month to be estimated

B = HDD for same month the prior year

C = Billed consumption for same month the prior year. Company may use other historical known usage from the premises as necessary.

**4.05 Adjustments to Meter Reads and Bills**

**4.05.01 Estimated Bill Adjustments:** Any adjustment to a previous bill which was based on estimated usage or a meter reading by a customer will be shown on the bill. The adjustment shall be calculated for bills rendered during the period between the prior and most recent meter readings by Company. Calculation of adjustments for previously estimated bills may include customer supplied information on an individual basis as necessary. The adjusted bill shall show the credit due to the customer or the balance due and payable to Company.

- (1) Any credit due to the customer may be applied as a credit to subsequent bills. However, if the amount is greater than the amount specified in Section 12.03 Credit Due Amount and customer so requests, Company shall refund the amount.
- (2) If a balance is due and payable to Company, customer may, upon request and approval of Company, pay the amount in equal monthly installments over a period of time equal to the adjusted billing period.
- (3) In no case will an adjustment to an estimated bill be made for an amount which is less than the amount specified in Section 12.09 Adjusted Bill Amount.

**4.05.02 Correction of Erroneous Bills:** In the event of an error in billing as a result of issues including, but not limited to, accounting errors, meter or meter reading equipment misprogramming or failure, Company shall issue a corrected bill. The corrected bill shall show the adjusted amount due or amount to be

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**General Terms and Conditions for Gas Service**

refunded. Any amounts paid by customer on the erroneous bill shall be shown as a credit on the corrected bill.

- (1) No corrected bill for confirmed usage, as determined by the Company, shall be issued for a period exceeding 12 months, unless the date of the error can be determined in which case the correction shall be computed back to but not beyond such date. No correction for erroneous bills need be made for amounts equal to or less than that specified in Section 12.04 Bill Error Amount.
- (2) When the Company is unable to confirm usage due to a non-registering meter, usage may be estimated by an individualized analysis based on information including, but not limited to, weather data, historical usage at the premises, and customer supplied information. No bill shall be issued to adjust a period exceeding six months due to the failure of a meter to register.

4.05.03 **Prorated Bills:** Company shall prorate customers’ bills during the billing month in which a change in rates or tariffs becomes effective, unless otherwise ordered by the Commission. Proration of gas cost shall always be Company’s option.

Company shall prorate customer charges only when a change in rates or tariffs becomes effective or when the billing cycle is caused to be outside the range of 26 through 36 days by

- (1) Connection or disconnection of service, or
- (2) Rerouting of meter routes, for the directly affected customers only.

4.05.04 **Adjustment for Taxes and Franchise Fees:** When any governing body of a taxing subdivision imposes a franchise, occupation, business, sales, license, excise, privilege or similar charge of any kind on Company, these charges shall be recovered from the customers within the boundaries of the taxing subdivision. The amount of the charge shall be levied on each of the customers within the taxing subdivision in the same form in which it is imposed on Company, unless the Commission determines otherwise. All charges so imposed on Company shall be added as a separate charge to the customer's bill for gas service. Any customer exempted from the charge by a taxing subdivision in the calculation of the charge imposed on Company shall be exempt from the charge, unless the Commission determines otherwise.

4.06 **Average Payment Plan**

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**General Terms and Conditions for Gas Service**

- 4.06.01 **Availability:** Upon mutual agreement between a customer and Company, the Average Payment Plan (APP) shall be made available upon the request of a Residential or Small General Service customer who meets the following requirements:
  - (1) A residential customer may enroll in the APP during the Cold Weather Rule (CWR) Period at the same time (s)he enters into a CWR pay agreement for arrearages, pursuant to Section 4.07 Cold Weather Rule.
  - (2) A residential customer may enroll in the APP during the non-CWR period at the same time (s)he enters into an Extended Payment Plan pursuant to Section 4.08 Extended Payment Plan.
  - (3) A residential or general service customer may enroll in the APP at any time as long as the account is in current status with no arrears.
- 4.06.02 **Calculation of Monthly Billing Amount:** Company shall use available billing history to calculate the customer's monthly APP billing amount as the sum of:
  - (1) The current net monthly billing amount, plus the previous 11 months billing, estimated if not known, plus financial transactions that would impact a customer's monthly bill (e.g. rebate and rebills),
  - (2) Divided by twelve (12),
  - (3) plus the Periodic Review Adjustment as described in Section 4.06.04 Periodic Review.
- 4.06.03 **Monthly Billings:** APP bills shall contain the information specified in Section 4.02.01 Information on Bill and shall also show the current Settlement Balance defined under Section 4.06.04 Periodic Review.
  - (1) Additional charges reflecting balances due under Section 4.07 Cold Weather Rule or Section 4.08 Extended Payment Plan may be displayed on the monthly APP bill and are understood to be separate and distinct from the APP billing amount.
  - (2) APP billings are due and payable as provided in Section 4.01 Payment of Bills. If such billing becomes delinquent, a charge shall be added as provided in Section 4.01.01 Delinquency.
- 4.06.04 **Periodic Review:** Company shall review each customer's APP billing amount monthly and adjust it as necessary. Additional Periodic Reviews may result from, but are not limited to, a customer's request, rate changes, edits in

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**General Terms and Conditions for Gas Service**

Company’s billing system, variations in usage or gas prices, and/or weather conditions.

- (1) The Settlement Balance shall be identified at the time of a Periodic Review as the difference between the amounts billed to date and the amounts calculated under Company's normal billing procedures.
- (2) The Periodic Review Adjustment shall consist of the Settlement Balance divided by twelve (12). The Periodic Review Adjustment shall be an increase or decrease, pursuant to Section 4.06.02 Calculation of Monthly Billing Amount, for a period not to exceed twelve months following the Periodic Review.

4.06.05 **Termination:** Final settlement occurs only when participation in the APP is terminated. Any amount due or owing, including the Settlement Balance, shall be included in the current bill upon termination. Termination of the APP may occur:

- (1) At the request of the customer, or
- (2) At the time of billing, when payment of the Amount Due on the prior month’s bill is delinquent pursuant to Section 4.01.01 Delinquency and the customer has entered into:
  - (a) a CWR Payment Plan pursuant to Section 4.07, or
  - (b) an Extended Payment Plan pursuant to Section 4.08, or
- (3) At the time of billing, when payment of the Amount Due on any two consecutive monthly bills has been delinquent pursuant to Section 4.01.01 Delinquency, or
- (4) Pursuant to any of the provisions in Section 5.02 Conditions for Discontinuing Service.

4.07 **Cold Weather Rule**

4.07.01 **Availability:** The provisions of the CWR allow for special payment and disconnection procedures for any qualifying residential customer with unpaid arrearages to retain or restore utility service throughout the cold weather period, which extends from November 1 through March 31.

4.07.02 **Prohibitions on Disconnections:** Company shall not disconnect a customer’s service between November 1 and March 31 when the local National Weather Service forecasts that the temperature will drop below 35 degrees or will be in the mid 30s or colder within the following 48 hour period unless:

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---	--

**General Terms and Conditions for Gas Service**

- (1) Disconnection is at the customer’s request;
- (2) The service is abandoned;
- (3) A dangerous condition exists on the customer’s premises;
- (4) The customer violates any rule of the utility which adversely affects the safety of the customer or other persons, or the physical integrity of the utility’s delivery system;
- (5) The customer causes or permits unauthorized interference with, or diversion or use of utility service (meter bypass) situated or delivered on or about the customer’s premises;
- (6) The customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or
- (7) The customer tenders an insufficient funds check as the initial payment or an installment payment under a CWR Payment Plan and does not cure the insufficient payment during the 10-day period after a disconnection notice is sent to the customer.

Under (1), (2), (3), and (4), Company may disconnect the service immediately.

Under (5) or (6), Company may disconnect the customer 48 hours after a disconnection notice is left on the customer's door or personal or telephone contact is made with the customer of record and the telephone number of the Commission’s Consumer Protection Office is given to the customer, or 10 days after a disconnection notice is sent, whichever is quicker.

Under (7), Company may disconnect the customer 10 days after a disconnection notice is sent if the customer has not cured the insufficient payment during that 10-day period.

Services disconnected under (3) or (4) above shall be restored as soon as possible after the physical problems defined in (c) or (d) have been corrected.

Service disconnected under (5) shall be restored as soon as possible after payment by the customer of the full value of the diverted service. The value of the diverted service shall be estimated based on the historic use of the customer or the residence.

During the CWR period the same service charges apply as pursuant to Sections 5.08 and 5.09 in these General Terms and Conditions.

4.07.03 **Customer’s Responsibilities:** To qualify for the benefits of the CWR, to keep from having service disconnected when the temperature is 35 degrees or

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By:	/S/ David N. Dittimore, Director – Regulatory Affairs	

**General Terms and Conditions for Gas Service**

above, or to have service reconnected regardless of temperature, a customer must comply with the following provisions:

- (1) Inform the utility of the customer’s inability to pay the bill in full;
- (2) Provide sufficient information to allow the utility to make a payment agreement;
- (3) Make an initial payment of 1/12 of the arrearage amount, 1/12 of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposit, and enter into an 11-month plan for payment of the rest of the arrearage; or enter a payment plan as negotiated with the utility for the payment of the arrearage amount; and
- (4) Apply for federal, state, local or other assistance funds for which the customer is eligible.

4.07.04 **Company’s Responsibilities:** Company shall:

- (1) Once a year, at least 30 days prior to the CWR period, mail a written notice of the CWR to each residential customer who is currently receiving service, and to each residential customer who has been disconnected during or after the most recent cold weather period and who remains without service. Company shall file a copy of the notice with the Commission.
- (2) Send one written notice, mailed first-class at least 10 days prior to disconnection. A customer shall not be disconnected until a 48-hour forecast above the activating temperature is predicted by the National Weather Service. On the day of disconnection, Company shall receive a 24-hour forecast above the activating temperature from the National Weather Service. If the temperature is then forecast to be below the activating temperature, the disconnection shall not be carried out and the utility must wait for another 48-hour forecast above the activating temperature and follow the same procedures prior to disconnection.

During the first 24 hours, which shall be the day prior to disconnection, Company shall make at least one telephone call attempt with the customer of record and, if telephone contact on that day is not made, make one attempt at a personal contact with the customer of record on the day prior to disconnection. The telephone call attempt(s) and personal contact on the day prior to disconnection

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**General Terms and Conditions for Gas Service**

are in addition to the notice requirements in Section 5 Discontinuation of Service. On the day prior to disconnection, if the customer is not contacted by the phone call(s) or the personal contact, Company shall leave a disconnection message on the door. There will be no charge for this service.

In the telephone contact(s), the 10-day written notice, the personal contact, and the disconnection message on the door, Company shall also inform the customer of the existence of the CWR, that the customer can avoid disconnection by complying with Section 4.07.03 Customer’s Responsibilities, and of the telephone number of the Commission’s Consumer Protection Office.

- (3) Inform the customer of, or provide a list of the requirements of Section 4.07.03 Customer’s Responsibilities.
- (4) Inform the customer of, or provide a list of organizations where funds are available to assist with payment of utility bills.
- (5) Inform the customer of, or provide a list of all other pay arrangements for which the customer might qualify. Prior to discussing any plan for CWR payments over a period of fewer than 12 months, Company shall inform the customer of the customer’s right to have a level payment plan for current and future consumption and to pay the arrearage amount through an initial payment and equal installment payments over the next 11 months.
- (6) Inform the customer of the availability of Company’s third-party notification plan under Section 4.09 Third Party Notification.

4.07.05 **Security Deposits:** Deposits made in conjunction with the CWR may be amortized over the period of the payment plan, except that no security deposit shall be amortized over fewer months than authorized under Section 3.02.04 Payment of Deposits.

4.07.06 **Renegotiation:** A customer may renegotiate a CWR Payment Plan if lump sum assistance funds are received from an assistance agency or other program and are credited to the customer’s account.

4.07.07 **Default:** The issuance of an insufficient funds check for the initial payment or for any installment of the payment plan, unless subsequently cured by the customer, shall constitute a default of the CWR Payment Plan.

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**General Terms and Conditions for Gas Service**

A customer who defaults on a CWR Payment Plan shall not be eligible under Section 4.08 Extended Payment Plan unless the arrearages from the prior CWR Payment Plan are paid.

A customer who defaults on a CWR Payment Plan shall be eligible to enter into a new CWR Payment Plan upon complying with the customer responsibility provisions of Section 4.07.03 Customer’s Responsibilities.

A payment plan of any length that is negotiated by the customer and Company, after the customer has been informed of the payment plans offered under the CWR, is considered to be a CWR Payment Plan. However, a customer with a payment plan of fewer than 11 months shall not be considered to be in default of the payment plan if the payments actually made are equal to or greater than the amount that would have been required under an 11-month payment plan.

- 4.08 **Extended Payment Plan:** An Extended Payment Plan similar to the CWR average payment plan shall be available to residential customers with arrears. A customer shall make an initial payment of 1/12 of the arrearage amount, 1/12 of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposit, and enter into a payment plan for up to 12 months to pay the rest of the arrearage. Arrearages from a previous CWR plan or Extended Payment Plan must be paid off before entering into this plan. Customers shall be informed of this option.

Monthly billings under the Extended Payment Plan are due and payable as provided in Section 4.01 Payment of Bills. If such billing becomes delinquent, a 2 percent Delayed Payment Charge based upon such billing will be added. Failure to pay any Extended Payment Plan monthly billing on or before its due date may be cause for termination by Company of the payment plan with respect to the customer.

Billings to customers using the Extended Payment Plan shall contain the information specified in Section 4.02.01 Information on Bill, and shall also show the overage or underage of the amounts paid to date as compared to the cumulative actual amounts used.

- 4.09 **Third Party Notification:** Upon mutual agreement between Company, a customer and any interested third party, Company shall notify such third party when the customer’s bill becomes delinquent. The purpose of this agreement is to afford the customer all available methods to maintain the account balance on a current basis and retain utility service. Other than the notice, Company shall have no responsibility to the third party and likewise, the third party shall not be obligated to pay the delinquent bill.

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Kansas Gas Service, a Division of ONE Gas, Inc.

SCHEDULE **GTC4**

All Rate Areas

Replacing Sheets 1-26, In Part

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

Sheet 19 of 19

**General Terms and Conditions for Gas Service**

- 4.10 **Annual Customer Notice:** Once a year, Company shall mail to each of its customers a notice apprizing them of the Commission's complaint procedure, including its role in settling complaints which have reached an impasse. The notice shall include the Commission's Consumer Protection Office's telephone number as well as a comment form concerning Company's service. Customers wishing to comment to the Commission on Company's quality of service may use this notice.
- 4.11 **Rate Change Notice:** Company shall provide general information explaining overall changes in rates to customers through bill inserts or direct mail when new rates are implemented due to a rate proceeding.

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