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THIS DOCUMENT LAST UPDATED JANUARY 01, 2024

ATMOS ENERGY CORPORATION
1555 Blake St., Suite 400
Denver, Colorado 80202
atmosenergy.com
1-888-286-6700

SCHEDULE OF RATES
FOR
GAS

APPLYING TO THE FOLLOWING TERRITORY

ALL TERRITORY SERVED IN BACA, BENT, CHAFFEE, DOLORES, FREEMONT
GUNNISON, KIOSA, LA PLATA, MONTEZUMA, MOFFAT, PROWERS, RIO BLANCO,
ROUTT, SAGUACHE, SAN MIGUEL, AND WELD COUNTY COLORADO

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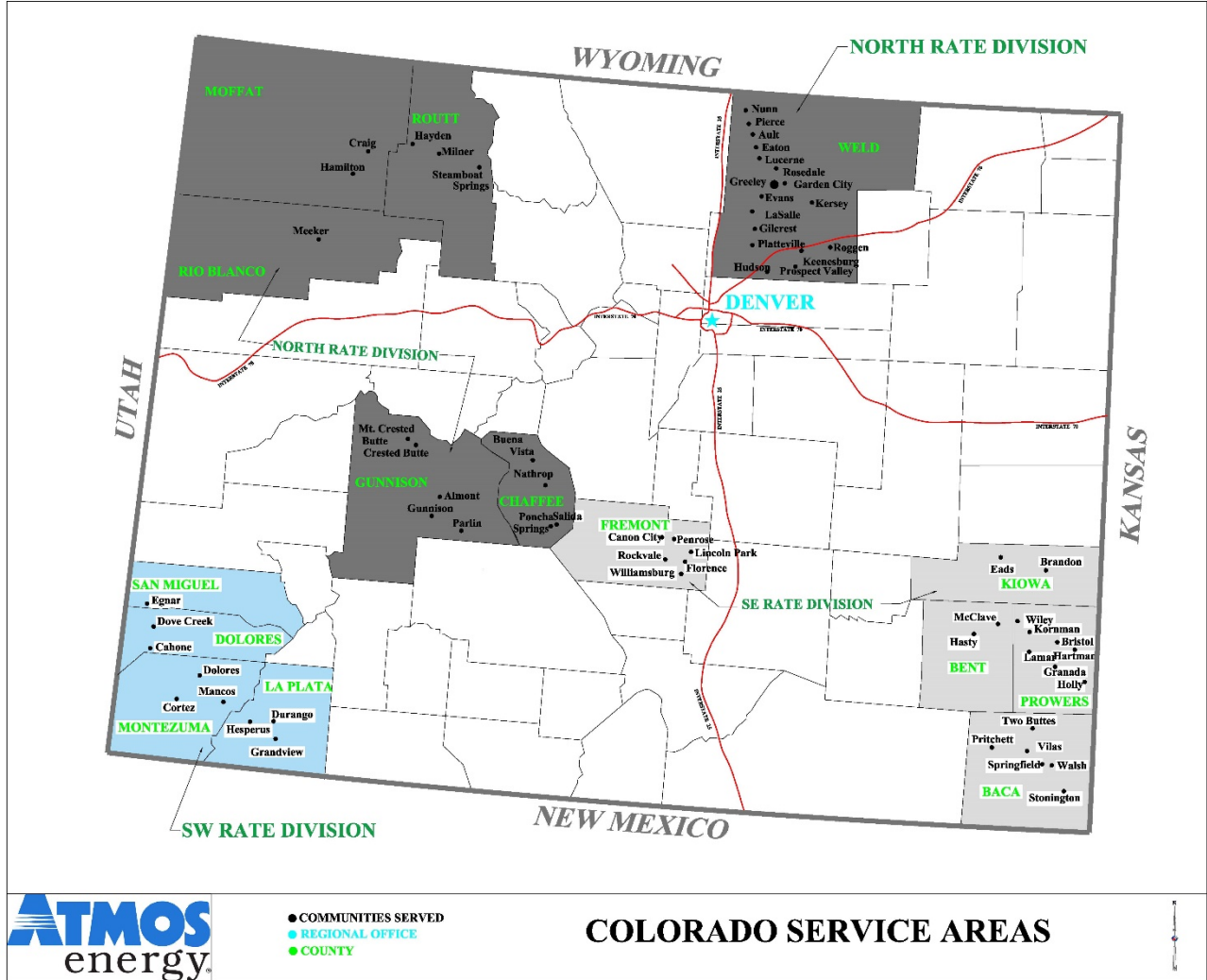
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Advice Letter No. 465 Third Amended
Decision or Authority No.

s/Karen Wilkes
Title: Vice-President
Regulatory and Public Affairs

Issue Date: June 9, 2009
Effective Date July 25, 2010

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Rules, Regulations or Extension Policy

TERRITORY SERVED

Natural Gas Service is supplied in the following cities, towns and communities and/or in their adjacent Fringe and Rural Territories.

<u>Locality</u>	<u>County</u>	
Almont ¹	Gunnison	T
Ault	Weld	T
Brandon	Kiowa	T
Bristol ¹	Prowers	T
Brookside	Fremont	T
Buena Vista	Chaffee	T
Cahone ¹	Dolores	T
Canon City	Fremont	T
Cortez	Montezuma	T
Craig	Moffat	T
Crested Butte	Gunnison	T
Dolores	Montezuma	T
Dove Creek	Dolores	T
Durango	LaPlata	T
Eads	Kiowa	T
Eaton	Weld	T
Egnar ¹	San Miguel	T
Evans	Weld	T
Florence	Fremont	T
Fort Lupton ¹	Weld	T
Garden City	Weld	T
Gilcrest	Weld	T
Granada	Prowers	T
Greeley	Weld	T
Gunnison	Gunnison	T
Hamilton	Moffat	T
Hartman	Prowers	T
Hasty ¹	Bent	T
Hayden	Routt	T
Hesperus	LaPlata	T
Holly	Prowers	T
Hudson	Weld	T
Keenesburg	Weld	T
Kersey	Weld	T
Lamar	Prowers	T

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See Sheet No. 4 for footnote explanations

Rules, Regulations or Extension Policy

TERRITORY SERVED – Cont’d.

<u>Locality</u>	<u>County</u>	
La Salle	Weld	T
Lincoln Park ¹	Fremont	T
Lucerne ¹	Weld	T
Mancos	Montezuma	T
McClave ¹	Bent	T
Meeker	Rio Blanco	T
Milner	Routt	T
Mount Crested Butte	Gunnison	T
Nathrop	Chaffee	T
Nunn	Weld	T
Parlin ¹	Gunnison	T
Penrose ¹	Fremont	T
Platteville	Weld	T
Pierce	Weld	T
Poncha Springs	Chaffee	T
Pritchett	Baca	T
Prospect Valley ¹	Weld	T
Rockvale	Fremont	T
Roggen ¹	Weld	T
Rural Saguache ¹	Saguache	T
Salida	Chaffee	T
Springfield	Baca	T
Steamboat Springs	Routt	T
Two Buttes	Baca	T
Vilas	Baca	T
Walsh	Baca	T
Wiley	Prowers	T
Williamsburg	Fremont	T
Windsor	Weld	T

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1. Unincorporated Communities

**NATURAL GAS RATES
GAS COST ADJUSTMENT**

APPLICABILITY

The Gas Cost Adjustment (“GCA”) shall apply to all rate schedules for natural gas sales service that are subject to a GCA to reflect appropriate gas costs, such as Forecasted Gas Commodity Cost, Forecasted Upstream Service Cost, and gas price management costs incurred by the Company. Pursuant to the Public Utilities Commission of the State of Colorado’s (“Commission”) Rules, the Company will file quarterly GCA filings. Additional GCA filings may also be filed if projected gas costs have changed from those used to calculate the currently effective gas cost or if the deferred gas cost balance increases or decreases sufficiently, provided that the resulting change to the GCA equates to at least one cent (\$0.01) per thousand cubic feet (“Mcf”). The GCA for all applicable rate schedules will be added to the Company’s Distribution System Rate for billing purposes.

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DEFINITIONS

Gas Cost Adjustment (“GCA”) – Current Gas Cost plus Deferred Gas Cost.

Total Volumetric Rate – Sum of the Distribution System Rate and the GCA.

Actual Gas Cost – The amount recorded in the Company’s FERC accounts: Well Head Purchases (800), Field Line Purchases (801), Transmission Line Purchases (803), City Gate Purchases (804), Exchange Gas (806), Gas Withdrawn from Storage less Gas Injected into Storage (808), Gas Used for Products Extraction (811), Gas Used for Other Utility Operations (812), and Transmission and Compression of Gas by Others (858). In addition, gas price volatility risk management costs, incurred to mitigate the volatility of gas prices, as an approved part of Atmos’ gas procurement strategy, shall include but are not limited to those resulting from Atmos’ use of the following financial instruments: swap agreements, basis swap agreements, and call options.

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CCF – 100 cubic feet of gas at Billing Pressure Base. All Residential, Small Commercial and Commercial meters are measured in CCF. All Residential customers are billed in CCF. Small Commercial and Commercial customers have the option of being billed in CCF or MCF.

MCF – 1000 cubic feet of gas at Billing Pressure Base.

Recovered Gas Cost – The gas cost recovered by the Company’s currently effective GCA.

Other terms used in this tariff are standardized terms as defined in the Commission’s Rules of Practice and Procedure and the Commission’s Rules Regulating Gas Utilities..

CURRENT GAS COST

Current Gas Cost shall be calculated to the nearest Mil (\$0.001) per Mcf using the following formula:

Current Gas Cost = (Forecasted Gas Commodity Cost/Forecasted Sales Gas Quantity) + (Forecasted Upstream Service Cost / Forecasted Annual Sales Gas Quantity)

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NATURAL GAS RATES
Gas Cost Adjustment (continued)

CURRENT GAS COST (continued)

Current Gas Cost will be updated at least quarterly as required by the Commission's Gas Cost Adjustment Rules. In addition, if the projected gas costs change from those used to calculate the currently effective Current Gas Cost, the Company may file an application to revise its currently effective GCA to reflect such changes, provided that the resulting change to the GCA equates to at least one cent (\$0.01) per Mcf.

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DEFERRED GAS COST

Deferred Gas Cost shall be calculated to the nearest mil (\$0.001) per Mcf by taking the aggregate total of the under- or over- Recovered Gas Costs reflected in the utility's recovery accounts recorded at the close of business for each month in the second previous quarterly GCA effective period, plus Interest on Under- or Over-Recovery (if net amount is negative), divided by Forecasted Sales Gas Quantity for the next 12-month period. Deferred Gas Costs may contain amounts under the gas performance incentive mechanism as approved by the Commission. The interest rate used is equal to the current interest rate for meter deposits listed on Sheet No. R5A.

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The Deferred Gas Cost will be revised for each GCA effective period. The revised Deferred Gas Cost will replace the previous Deferred Gas Cost included in the Company's GCA Rates.

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RECOVERED GAS COST

Recovered Gas Cost will be calculated monthly by applying the Gas Cost Adjustment to the actual sales volumes for the month.

GAS COST ADJUSTMENT

The following formula is used to determine the Gas Cost Adjustment Amount:

Gas Cost Adjustment = A + B

A = Current Gas Cost

B = Deferred Gas Cos

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NATURAL GAS RATES
 Gas Cost Adjustment (continued)

GAS COST ADJUSTMENT (continued)

<u>Type of Charge</u>	<u>N</u>	<u>SE</u>	<u>SW</u>	
Residential, Small Commercial & Commercial, and Irrigation Service:				
Gas Cost Adjustment (GCA):				
Commodity	\$0.42658	\$0.35551	\$0.46956	(R,R,R)
Upstream Pipeline	\$0.20316	\$0.01041	\$0.00410	(I,I,I)
Deferred Gas Cost	<u>-\$0.04180</u>	<u>-\$0.06190</u>	<u>\$0.23780</u>	(I,R,R)
Total GCA	\$0.58794	\$0.30402	\$0.71146	(R,R,R)
Transportation Service:				
Transportation Gas Cost Adj.	\$0.00077	\$0.00077	\$0.00077	(I,I,I)

NATURAL GAS RATES
Gas Cost Adjustment (continued)

TREATMENT OF REFUND

Application shall be made to the Commissioner for approval of a refund plan for the disposition of refunds received from a Company supplier including interest. Refund Plan applications will be filed in accordance with Commission's Rules of Practice and Procedure and the current Commission policy on refunds.

INFORMATION TO BE FILED WITH THE PUBLIC UTILITIES COMMISSION

Each proposed Gas Cost Adjustment will be filed in accordance with the Commission's Gas Cost Adjustment Rules and the Commission's Rules of Practice and Procedure. The Company's GCA as set forth above incorporates by reference the entire rules regarding GCAs, as those rules may be amended from time to time. The intent of the GCA rule shall prevail in case of any conflict, error, or omission in the Company's GCA tariff stated herein.

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Advice Letter No. 593

s/ Kathleen Ocanas

Issue Date: April 14, 2023

Decision or Authority No.

Title: Vice-President Regulatory &
Public Affairs

Effective Date: May 15, 2023

NATURAL GAS RATES

EXTRAORDINARY GAS COST RECOVERY RIDER

APPLICABILITY

As defined and approved in Commission Decision No. R21-0720, Proceeding No. 21A-0186G, the extraordinary gas costs incurred by Atmos from the Extreme Weather Event of Presidents’ Day Weekend 2021 shall be recovered from customers through Atmos’ Extraordinary Gas Cost Recovery Rider (“EGCRR”). The EGCRR applies to Residential and Commercial customers who are subject to the GCA, with applicable amounts and duration determined by rate division as shown in the table below. LEAP and PIPP customers and Irrigation customers are exempt from the EGCRR. The EGCRR will remain static throughout the recovery period and will end as set forth below.

<u>Description</u>	<u>N</u>	<u>SE</u>	<u>SW</u>
EGCRR (\$ per ccf)	\$0.06809	\$0.09633	\$0.03170
Recovery Period Start	February 1, 2022	February 1, 2022	February 1, 2022
Recovery Period End	December 31, 2023	January 31, 2023	January 31, 2023
Total To Recover	\$11,002,084	\$1,774,270	\$615,447

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OVER/UNDER RECOVERY

Over or under recovery of the EGCRR will be determined at the conclusion of the recovery period by determining the difference between the approved Total Recovery EGCRR costs and the actual costs recovered. This over or under recovered balance shall be included in a subsequent Gas Cost Adjustment true-up filing. In accordance with the Commission’s GCA rules, interest will be paid on any net over-recovered amounts.

TRANSPORTATION GAS COST ADJUSTMENT

APPLICABILITY

The Transportation Gas Cost Adjustment is applicable to the End User who receives service under a transportation rate schedule and who opts for AMR Electronic Metering Equipment to record usage and imbalance information. The Transportation Gas Cost Adjustment will be subject to quarterly changes, consistent with the GCA rules. In addition, consistent with GCA Rules, if components used in the computation of this Transportation Gas Cost Adjustment should change, the Company may file a revision to the Transportation Gas Cost Adjustment, provided that such change equates to at least \$.01 per Mcf.

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TREATMENT OF COST RECOVERED

The costs recovered from customers through application of the Transportation Gas Cost Adjustment shall be included in the Deferred Gas Cost Account.

INFORMATION TO BE FILED WITH THE PUBLIC UTILITIES COMMISSION

Each proposed revision in the Transportation Gas Cost Adjustment will be accomplished by filing an application and will be accompanied by such supporting data and information as the Commission may require from time to time

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NATURAL GAS RATES

Gas Demand-Side Management Cost Adjustment (G-DSMCA)

Gas Demand-Side Management Cost Adjustment (G-DSMCA)

All sales rate schedules for natural gas service are subject to a Gas Demand-Side Management Adjustment ("G-DSMCA") Designed to prospectively recover prudently incurred costs of Demand-Side Management Programs ("DSM Programs") in accordance with Gas Demand-Side Management Rules 4750 through 4760 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, 4 Code of Colorado Regulations 723-4 ("Gas DSM Rules"). The G-DSMCA Factor shall be separately calculated and applied to the Company's base rates schedules for residential, small commercial and commercial customers. The Company shall recover the annual expenditures projected for that year over a one-year period with the G-DSMCA Factor.

DSM Plan Filing

The initial DSM plan filings shall cover a DSM period of two years. The subsequent DSM plan filings shall cover a DSM period of three years unless otherwise specified by the Commission. Subsequent DSM plan applications are to be filed by May 1 of the final year of the current DSM plan. Periodic DSM Plan Filings may be pursuant to the Gas DSM Rules by the Company to propose, *inter alia*, expenditure targets for DSM programs.

Annual G-DSMCA Filings

Upon Commission approval, the Company will place into effect the new G-DSMCA tariff pursuant to the Commission's final order on its initial DSM plan and application.

Beginning April 1, 2010, and each April 1st thereafter, the Company shall submit its annual DSM report, application for bonus and DSMCA filing. The Company will include in its annual G-DSMCA filing all pertinent information and supporting documentation as is required by the Commission's Rules and as specifically set forth in the Gas DSM Rules 4757 and 4758.

The Company shall file a request to adjust its G-DSMCA Factor either through an application or an advice letter and tariffs. Prudently incurred costs of DSM programs within the DSM program expenditure target approved by the Commission in order to provide for funding of the utility's DSM programs, as well as recovery of deferred G-DSMCA costs, plus any G-DSM bonus approved by the Commission, shall be recovered through the G-DSMCA Factor that is set on an annual basis, and collected from July 1 through June 30.

If the projected DSM program costs have changed from those used to calculate the currently effective G-DSMCA cost or if a Company's deferred G-DSMCA cost balance increases or decreases sufficiently, the Company may file an application to revise its currently effective G-DSMCA factor to reflect such changes, provided that the resulting change to the G-DSMCA factor equates to a base rate change of at least one cent (\$0.01) per Mcf or Dth. The Company has the burden of proof to justify any interim G-DSMCA filings and the Commission has the discretion to consolidate the interim G-DSMCA filing with the next regularly scheduled annual G-DSMCA filing.

Definitions

Deferred G-DSMCA Cost means a rate component of the G-DSMCA Factor which is designed to amortize over the G-DSMCA Period, plus interest, the under- or over-recovered G-DSMCA Factor reflected in the Company's Account No. 186 for all applicable rate schedules of residential and commercial customers

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NATURAL GAS RATES

Gas Demand-Side Management Cost Adjustment (G-DSMCA)

DSM Period means the effective period of an approved DSM plan.

DSM Bonus means the amount of bonus approved by the Commission in the Company's annual DSM Bonus application as part of the annual report submitted to the Commission. Accounting for DSM bonus shall follow what has been prescribed for the G-DSMCA costs, specifically in regard to interest on over- and under-recovery. A separate sub-account in Account No. 186 shall be created for any deferred G-DSM bonus amount.

Current DSM Cost means prudently incurred costs of DSM programs within the DSM program expenditure target approved by the Commission in order to provide for funding of the utility's DSM program.

DSM Program or energy efficiency program means any combination of DSM measures, information and services offered to customers to reduce natural gas usage set forth in the Company's DSM Plan Filing as approved by the Commission.

G-DSMCA Factor means a percentage adjustment for each service class applicable to all base rates for customers receiving service under the rate schedule for the service class. The following formula shall be used:

$$\text{G-DSMCA Factor} = \frac{(\text{Current DSM Cost} + \text{DSM Bonus} + \text{Deferred G-DSMCA Cost})}{(\text{CCount} * \text{FC} + \text{Sales} * \text{DSR})}$$

where:

- CCount is the forecasted number of customers under a rate schedule in the DSM period
- FC is the Facility Charge effective on the April 1 filing date
- Sales is the forecasted sales gas quantity for the rate schedule in the DSM period
- DSR is the Distribution System Rate effective on the April 1 filing date
- The G-DSMCA Factor will also include the current G-DSM bonus plus any adjustment necessary to previously approved G-DSMCA bonuses, and
- Deferred G-DSMCA Cost includes sub-accounts of deferred amounts for DSM bonus and current DSM Cost for the rate schedule.

G-DSMCA Period means the period beginning July 1 of each year and continuing for a period of 12 months.

Interest on under- or over-recovery. The amount of net interest accrued on the average monthly balance in sub-accounts of Account No. 186 (whether positive or negative), is determined by multiplying the monthly balance by an interest rate equal to the Commission-authorized after-tax weighted average cost of capital.

Prudence review and adjustment of G-DSM bonus. If the Commission finds that the actual performance varies from the performance values used to calculate the DSM bonus, then an adjustment shall be made to the amount of DSM bonus award. Any true-up in DSM bonus will be implemented on a prospective basis.

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NATURAL GAS RATES			
Gas Demand-Side Management Cost Adjustment (G-DSMCA)			
<u>Residential</u>	<u>Facility Charges</u>	<u>Volumetric Charges</u>	
North	4.06%	4.06%	(I,I)
Southeast	4.06%	4.06%	(I,I)
Southwest	4.06%	4.06%	(I,I)
<u>Small Commercial and Commercial</u>			
North	1.36%	1.36%	(R,R)
Southeast	1.36%	1.36%	(R,R)
Southwest	1.36%	1.36%	(R,R)

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ATMOS ENERGY CORPORATION
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Colo. P.U.C. No. 7 Gas
Forty-Third Revised Sheet No. 11
Cancels Forty-Second Revised Sheet No. 11

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Advice Letter No. 595
Decision or Authority No. C23-0293

s/Kathleen R. Ocanas.
Title: Vice-President
Rates and Regulatory Affairs

Issue Date: May 10, 2023
Effective Date: May 13, 2023

NATURAL GAS RATES

FRANCHISE FEE SURCHARGE

A percentage surcharge shall be added to the total bill for natural gas for each customer residing within the boundaries of a municipality that is equal to the franchise, occupation tax/fee or any other such tax/fee imposed upon the Company by such municipality. The amount of the municipal tax/fee will be identified and separately billed on the customer's bill.

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**NATURAL GAS RATES
UNIFORM BILLING PRESSURE BASE**

APPLICABILITY

The adjustment of local pressure base metered volume to uniform Billing Pressure Base volume for billing is applicable to all rate tariffs of the Company. All rate tariffs have volumetric rates listed at a uniform Billing Pressure Base of 14.65 pounds per square inch absolute.

LOCAL PRESSURE BASE CONVERSION

In calculating bills for gas service, the volume of gas, as registered on the meter at local pressure base, shall be adjusted to a volume based on a temperature of 60 Degrees Fahrenheit, a pressure of 14.65 pounds per square inch absolute, and actual delivery pressure at the meter. The local pressure base shall mean the average atmospheric pressure as determined by the Company plus a pressure of one-quarter pound per square inch (0.25 psi).

COMPUTATION OF BILLING PRESSURE BASE

The uniform Billing Pressure Base volume (BPB Volume) shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

Where
$$\text{BPB Volume} = \left[\frac{\text{LPB} + \text{DP}}{14.65} \right] \times \text{LPB Volume}$$

DP = Delivery Pressure (standard delivery pressure of ¼ lbs or actual delivery pressure).

LPB = Calculated Atmosphere Pressure (PSIA)

LPB Volume = metered volume

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**NATURAL GAS RATES
 (General Service
 Classification)**

GENERAL RATE SCHEDULE ADJUSTMENT RIDER

APPLICABILITY

The General Rate Schedule Adjustment ("GRSA") Rider applies to charges for gas service to recover excess deferred income taxes ("EDIT"), prepaid pension asset amortization, and rate case expenses. The GRSA, as approved in Proceeding No. 22AL-0348G, will be recovered through volumetric-only charges for the Residential class for all other customer classes pro-ratably based on current charges commencing on the effective date of this tariff. The prepaid pension GRSA will continue until Atmos Energy files an advice letter to terminate that rate when the prepaid pension costs have been recovered. The rate case expense GRSA will be in effect for three years and will terminate automatically on May 13, 2026. If the GRSA billed rate case expense amounts exceed or fail to recover the total approved amount from Proceeding No. 22AL-0348G within the one-year period, Atmos Energy will file an advice letter to refund or collect amounts if the difference is +/- \$5,000 from the amount approved. Any over- or under -collected will be returned to or recovered from customers through a one-time refund or charge.

EDIT GRSA

	Residential	Commercial	Irrigation	Transportation
Facilities Charge		\$0.29	\$0.46	\$0.86
Volumetric Charge	\$0.00498	\$0.00185	\$0.00172	\$0.00150

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Prepaid Pension GRSA

	Residential	Commercial	Irrigation	Transportation
Facilities Charge		\$0.04	\$0.07	\$0.13
Volumetric Charge	\$0.00077	\$0.00027	\$0.00025	\$0.00011

Rate Case Expense GRSA

	Residential	Commercial	Irrigation	Transportation
Facilities Charge		\$0.08	\$0.13	\$0.25
Volumetric Charge	\$0.00136	\$0.00053	\$0.00049	\$0.00097

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Denver, Colorado 80202

Colo. P.U.C. No. 7 Gas
Twelfth Revised Sheet No. 20
Cancels Tenth Revised Sheet No. 20

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Advice Letter No. 465-Third Amended
Decision or Authority No.

s/Karen Wilkes
Title: Vice-President
Regulatory and Public Affairs

Issue Date: June 9, 2009
Effective Date: July 25, 2009

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GAS TRANSPORTATION RATES (General Service Classification)		COMPANY
FIRM TRANSPORTATION SERVICE (Rate Title or Number)		RATE CODE
<u>AVAILABILITY</u>		
<p>Transportation service is available to all Small Commercial, Commercial, and Irrigation Customers within the Company’s service territory where unsubscribed firm gas supply capacity exists.</p>		
<u>APPLICABILITY</u>		
<p>Applicable to Company’s End Users that have purchased supplies of natural gas by separate agreement (transport gas) and that have requested Company to utilize its system to transport such gas to End User’s place of utilization. Service provided hereunder shall be in accordance with a Transportation Service Agreement of not less than one Year in duration between Company and End User. The Company’s sole obligation hereunder is to redeliver Equivalent Volumes of End User’s gas from the Receipt Point to the Delivery Point. Transportation service hereunder will be subject to the terms and conditions herein set forth and to the availability of adequate capacity on Company’s system to perform such service without detriment to its other customers.</p>		RATE
<u>MONTHLY RATES</u>^[1]		
Facility Charge		\$85.21
Transportation gas cost adjustment charge ^[2] Transportation charge, All gas transported per CCF:		Note 1
All Divisions	Minimum Rate, per CCF @ BPB	\$0.00500
All Divisions	Maximum Rate, per CCF @ 14.65 PSIA	\$0.15128
<p>^[1] See Sheet Nos. 19 and 20 for applicable General Rate Schedule Adjustment Rider applying uniform percentage increase to all non-gas facilities charges and distribution system rates to all tariff rate classes.</p>		I
<p>^[2] Applicable to End Users in all service areas with no EFM device installed.</p>		

GAS TRANSPORTATION RATES (General Service Classification)	
FIRM TRANSPORTATION SERVICE (Rate Title or Number)	COMPANY RATE CODE
<p><u>RULES AND REGULATIONS</u></p> <p>Service supplied under this schedule is subject to the terms and conditions set forth in the Company's Rules and Regulations on file with The Public Utilities Commission of the State of Colorado</p> <p><u>OTHER RIDERS</u></p> <p>This rate schedule may from time to time be subject to rider(s) as permitted by the Public Utilities Commission of the State of Colorado</p>	<p>RATE</p>
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NATURAL GAS RATES (General Service Classification)	
LATE PAYMENT CHARGE (Rate Title or Number)	COMPANY RATE CODE
<p>If payment is not made on or before the due date of the bill, all non-residential service class customers may be subject to a late payment charge of 1.5% per month on the unpaid balance including any arrearages on the bill and any previous unpaid late payment charges.</p>	<p>RATE</p>
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**NATURAL GAS RATES
 SYSTEM SAFETY AND INTEGRITY RIDER**

1. **APPLICABILITY.** Rate Schedules for natural gas service are subject to a System Safety Integrity Rider (“SSIR”) designed to collect Eligible System Safety and Integrity Costs, as defined herein. The SSIR rates will be subject to annual changes to be effective on January 1 of each year. The SSIR will end on December 31, 2025 and recover capital investments made between January 1, 2022 and December 31, 2025. The SSIR rates to be applied to each rate schedule are as set forth on Sheet No. 29.

2. **ANNUAL FILINGS.** Each proposed revision in the SSIR rates will be accomplished by filing an Advice Letter on November 1 of each year to take effect on the following January 1. The Company will include in its annual SSIR filings all pertinent information and supporting data, including a 5 Year Forecast Document, related to Eligible System Safety and Integrity Costs, including but not limited to: project name; project scope; estimated start and completion dates, project cost estimate; and status update. When applicable, the Company will also include: SSIR prioritization results; project prioritization score; discussion of risk modifiers; diagram of proposed replacement project; change of right-of-way; and change of capacity. On or before March 15 of each year the Company will file a true-up report with the Commission that will match final costs with revenues collected and the Company will file the SSIR Cost Prudency Review describing the Projects completed in the prior year and their associated costs.

3. **DEFINITIONS.**
 - 3.1 “Deferred SSIR Balance” shall be equal to the balance, positive or negative, of SSIR revenues at the end of the 12-month period for the year prior to the annual SSIR filing less the Eligible System Safety and Integrity Costs as projected by the Company for that 12-month period.

 - 3.2 “Eligible System Safety and Integrity Costs” shall mean (1) for SSIR Projects in 2022-2023, a return, at a percentage equal to the Company’s weighted average cost of capital grossed up for taxes approved in Proceeding No. 22AL-0348G on the projected increase in the average 12 month-ending net plant in-service balances associated with the projects for the following 12-month period in which the SSIR rates will be in effect, exclusive of all plant in-service included in the determination of the revenue requirements approved in the Company’s last general rate case; (2) for SSIR Projects in 2024-2025, a return, at a percentage equal to the Company’s weighted average cost of long-term debt grossed up for taxes approved in Proceeding No. 22AL-0348G on the projected increase in the average 12 month-ending net plant in-service balances associated with the projects for the following 12-month period in which the SSIR rates will be in effect; (3) the plant-related ownership costs associated with such incremental plant investment, including depreciation, accumulated deferred income taxes (if the Company has no regulated net operation loss), and all taxes including income taxes and property taxes; and (4) no operations and maintenance expenses shall be included as an SSIR Eligible Cost

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NATURAL GAS RATES
SYSTEM SAFETY AND INTEGRITY RIDER (continued)

3.3 “System Safety Integrity Rider Projects” (“SSIR Projects”) are defined as the bare steel and PVC SSIR Projects approved in Proceeding Nos. 15AL-0299G and 17AL-0429G (“Bare Steel & PVC Projects”) and the non-field work components of the GIS Improvement Project approved in Proceeding No. 18A-0765G. SSIR Projects shall be system high and moderate risk integrity projects that are (a) identified by the Company and approved on a preliminary basis by the Commission based on filing made on or before each November 1, (b) implemented in consultation with the Staff of the Commission and the Colorado Office of Utility Consumer Advocate, and (c) ultimately approved for inclusion in the SSIR by the Commission through a filing made on or before each November 1. Such SSIR Projects shall be consistent with the Company’s compliance with federal and state regulatory requirements including, but not limited to, 49 CFR Part 192, final rules and regulations of the Department of Transportation’s Pipeline and Hazardous Materials Safety Administration (PHMSA) and the Environmental Protection Agency (EPA) that become effective on or after the effective date of the SSIR.

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3.4 “SSIR True-Up Amount” shall be equal to the difference, positive or negative, between the Eligible System Safety Integrity Rider Costs as projected for the 12-month period for the year prior to the annual SSIR filing and the actual Eligible System Safety Integrity Rider Costs incurred by the Company for that 12-month period.

SSIR RATES CALCULATION.

4. 4.1 The SSIR shall be equal to the Eligible System Safety Integrity Rider Costs, plus or minus the SSIR True-Up Amount, plus or minus the Deferred SSIR Balance (SSIR Deficiency). SSIR rates will be calculated by first taking the SSIR Deficiency and allocating it to each rate class based on the Company’s most recent rate case allocation. Each customer class’s portion of deficiency will then be volumetric component. The total bill increase for sales customers associated with the SSIR shall not exceed 2.5 percent per year as calculated below. In each annual SSIR filing, Atmos Energy will calculate the total revenue from sales customers for the 12 months ending four months prior to the date of the filing. Atmos Energy will further calculate the revenue increase associated with the proposed SSIR for its sales customers.

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5. SSIR ADJUSTMENT WITH CHANGES IN BASE RATES.

Any costs approved by the Commission allocated and collected volumetrically via the SSIR will be shifted to base rates only in the context of a rate case filing that included a class cost of service and rate design component analysis, including a full cost of service study.

6. MEETINGS WITH COMMISSION STAFF AND UTILITY CONSUMER ADVOCATE

The Company shall meet twice per year. Once on or around April 1 there would be a meeting after Atmos Energy has received the bids for that year's projects to discuss any modifications to the proposed list of projects that may be appropriate if the bids turn out to be significantly different than the estimated costs (included in the previous November 1 filing). Next there would be a meeting on or about October 1 to discuss the status of the projects following the primary construction season.

7. SSIR RATES

<u>Class</u>	<u>Volumetric SSIR</u>
Residential	\$0.04251
Commercial	\$0.02548
Irrigation	\$0.02348
Transportation	\$0.02095

SSIR Rates are in addition to each class' existing base rates.

8. SSIR Termination

No new projects will be added to the SSIR after December 31, 2025. On or before March 15, 2026, the Company will file a final true-up report and SSIR Cost Prudence Review with the Commission. Following a Commission decision on that application, the Company will file an advice letter to reflect the true-up calculation for 2025 and the actual costs for the 2025 projects. The 2025 true-up will be reflected in the SSIR rates for one year and then the remaining SSIR rate (without the 2025 true-up) will remain in place until the SSIR Projects are included in base rates.

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(Reserved for Future Use)

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Advice Letter No. 507 - Amended
Decision or Authority No. R14-0198

s/Karen Wilkes
Title: Vice-President
Regulatory and Public Affairs

Issue Date: February 27, 2014
Effective Date: March 1, 2014

NATURAL GAS RATES
Energy Assistance System Benefit Charge

APPLICABILITY

All sales rate schedules for natural gas service, except for income-qualified customers and customers that request the removal of the monthly charge, are subject to the Energy Assistance System Benefit Charge (EASBC).

ENERGY ASSISTANCE SYSTEM BENEFIT CHARGE

The EASBC is in accordance with § 40-8.7-104(2.5), C.R.S., which requires the Company to bill and collect the monthly EASBC from natural gas sales customers and remit to Energy Outreach Colorado (EOC). These funds will be used towards low-income utility assistance and administered by the EOC.

CUSTOMER OPT OUT

Customers have the option to opt out of paying the monthly EASBC. Should a customer wish to have the charge removed from their monthly bill, the customer should contact the Company at 1-888-286-6700.

EFFECTIVE EASBC RATE – ALL SALES CUSTOMERS

Effective Date	Monthly Charge
October 1, 2021	\$0.50
October 1, 2022	\$0.75
October 1, 2023	\$0.79

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Note: The monthly EAC charge shall adjust annually each October 1, in accordance with the U.S. Dept. of Labor's Bureau of Labor Statistics Consumer Price Index for Denver-Aurora Lakewood.

NATURAL GAS RATES
Percentage of Income Payment Plan/Low Income Program

Percentage of Income Payment Plan (PIPP)/Low Income Program

All sales rate schedules for natural gas service, with the exception of Public Authority, are subject to a Percentage of Income Payment Plan (PIPP) surcharge designed to recover costs associated with the Low Income Program in accordance with the Gas Service Low Income Program Rule 4412 of the Commission's Rules Regulating Gas Utilities, 4 Code of Colorado Regulations 723-4 ("Low Income Program Rules"). The PIPP shall apply as a monthly fixed surcharge fee for all residential, commercial and irrigation customers. Public Authority customers consisting of entities relying primarily on tax base to operate, such as schools and municipal buildings, are exempted.

PIPP Program Filing

The PIPP program provides energy assistance to eligible low income residential customers.

Program components addressed by the Company are as follows:

- 1) Integration with existing low income Demand Side Management Program(DSM);
- 2) Integration with existing weatherization programs offered by the state of Colorado or other entities;
- 3) Integration with the Colorado Low-Income Energy Assistance Program ("LEAP") or other existing low-income energy assistance programs; and
- 4) Consideration of arrearage forgiveness for participants who enter the PIPP Program.

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No later than December 31st, the Company shall file an annual report, based on the 12-month period ending October 31, in the most recent miscellaneous proceeding for annual low income filings using the form available on the Commission's website pursuant to Commission Rule 4412 (I).

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Eligible participants are limited to those meeting one of three of the following criteria: (1) median household income less than or equal to 200 percent of the federal poverty guideline, (2) median household income less than or equal to 80 percent of the area median income, as published annually by the United States Department of Housing and Urban Development; or (3) qualification under income guidelines adopted by the Department of Human Services pursuant to § 40-8.5-105, C.R.S.

Cost recovery of the program will be collected from all non-participants customer classes through a fixed monthly fee. The maximum cost recovery from residential non-participants will be no more than \$1.00 per month.

Program Evaluation

\$0.0013 per customer shall be set aside by the Company starting in the 2016-2017 program year in order to cover the cost of the Program evaluation in accordance with the Low Income Program Rules

NATURAL GAS RATES

Percentage of Income Payment Plan/Low Income Program (continued)

Customer Participation and Eligibility

Under Rule 4412, Customer participation is dependent upon the following guidelines:

- 1) Once a customer is determined to be eligible by the Colorado Department of Health and Human Services, Colorado Energy Office, or Energy Outreach Colorado and has authorized the release of household data necessary to calculate eligibility for and benefits of PIPP participation, CDHS, Energy Outreach Colorado, or the Colorado Energy Office will send Atmos Energy a file containing eligible customers' household data on a monthly basis. Upon receipt of the data, the Company will auto-enroll all eligible customers based on income eligibility for participation from their date of enrollment and will remain in the program for 12 months.
- 2) PIPP Credits may be offset by LEAP payments received by the Company on behalf of LEAP participants.
- 3) Eligible PIPP customer benefits will be calculated using the prior 12 months regulated billing for their premise and the customer's gross monthly household income as compared to the Federal Poverty Level for the appropriate number of household occupants.
- 4) Upon determining the customer's eligibility, their maximum affordable annual bill amount will be calculated based on 12 times the appropriate percent of the gross monthly household income.
- 5) This maximum affordable annual bill amount will be subtracted from the estimated annual bill with the difference identified as the unaffordable portion of the customer's annual estimated bills. This unaffordable portion of the customer's annual estimated bill will be divided by 12 to create the fixed monthly PIPP bill credit.
- 6) Upon receipt of LEAP payment for the PIPP participating customer, the payment will be divided by the amount of the fixed monthly PIPP bill credit to determine the number of months the LEAP will be offsetting the fixed monthly PIPP bill credit.
- 7) Once determined, an offsetting fixed monthly PIPP debit will be assigned to the customer's account eliminating the fixed monthly PIPP credit and allowing the LEAP payment to be applied in its entirety to the customer's account.
- 8) The Company requires all PIPP participants, unless infeasible, to be enrolled in the Company's Levelized Budget Billing Program. A customer may opt out upon request.
- 9) The Company requires all PIPP participants, unless they are renters and circumstances are beyond their individual control, to participate in low income energy efficiency programs provided by the Company's Demand Side Management Program or state-authorized weatherization agency.

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NATURAL GAS RATES

Percentage of Income Payment Plan/Low Income Program (continued)

- 1) The Company will do a one-time forgiveness of total arrearages for customers newly enrolled in PIPP. Arrearage is defined as the current past due amount appearing on their account as of the date on which a participant newly enters the program. Total arrearage amounts will be submitted as a recoverable program cost.
- 2) All PIPP participants will be removed from the program after 12 months.
- 3) To be eligible for the succeeding PIPP program year, each customer must reapply and meet all eligibility requirements of the Company’s PIPP Program.
- 4) Participants that fail to make monthly bill payments will be subject to normal collection procedures.

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PIPP Rates

The monthly fixed PIPP surcharge for all residential, commercial, and irrigation customers shall be set aside by the Company starting in the 2023-24 program year in order to cover the cost of the Program in accordance with the Low Income Program Rules.

PIPP Surcharge by Class	Rate
Residential	\$1.00
Commercial	\$4.71
Irrigation	\$8.35

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Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL STATEMENT

The following Rules and Regulations, filed with The Public Utilities Commission of the State of Colorado as part of the natural gas tariff of the Company, set forth the terms and conditions under which natural gas service is supplied and govern all classes of service in all territory served by the Company. They are subject to termination, change, or modification, in whole or in part, at any time as provided by the rules of said Commission.

Service furnished by the Company is also subject to the Rules of The Public Utilities Commission of the State of Colorado and to pertinent ordinances or codes of any governmental body having jurisdiction in the premise. Copies of the Company's rules are available for any customer's inspection at the offices of the Company.

Any waiver at any time of the Company's rights or privileges under these Rules and Regulations will not be deemed a waiver as to any breach or other matter subsequently occurring.

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Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL**

Application for Natural Gas Service/Benefit of Service

An application for natural gas service may be made by calling the Company's customer contact center at 1.888.286.6700, or by visiting the Company's website at atmosenergy.com. The Company will extend service to such Applicant consistent with available capacity and the Company's Natural Gas Service Line and Main Extension policy as set forth in this tariff. The Company may require any applicant to sign an Application Contract before service is supplied. However, the use of natural gas service constitutes an agreement under which the user receives natural gas service and agrees to pay the Company therefore in accordance with the applicable rates, rules and regulations (referred to as "benefit of service"). The primary obligor for payment is the applicant or user in whose name the with the Company is listed ("customer of record"). The Company shall pursue reasonable efforts to effect payment by or collection from the customer of record. However, if such efforts are unsuccessful, the Company shall have the right to pursue payment or collection, by transfer of account or otherwise, from any user of legal age who resides or resided at the premises to during the period of time in which the service for which payment has not been made was provided by the Company. The benefits and obligations of the agreement for service may not be assigned without written consent of the Company. A separate agreement will be made for each class of service at each separate location.

Choice of Rates

The schedule of rates is on file at the offices of the Company and available to all Applicants for service. Applicant shall elect under which rate service shall be supplied subject to the terms and conditions of the applicable rate schedule. When there are two or more rates applicable to any class of service the Company will, upon request of applicant, explain the conditions, character of installation or use of service governing the several rates and assist in the selection of the rate most suitable for Applicant's requirements and consistent with the definitions of Residential, Small Commercial and Commercial service set forth in this tariff. Applicant, however, shall be responsible for the final selection of available rate schedules, and Company assumes no liability therefore.

Temporary or Intermittent Service

If service to Customer is to be temporary or intermittent, service will be supplied in accordance with the rate schedule applicable thereto. However, service connection and any main construction involved will be at option of Company as set forth in Company's Natural Gas Service Line and Main Extension Policy.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

CHARGES FOR RENDERING SERVICE

Appropriate charges to customers will be made at the time service is instituted or reinstated, or in the event that service at a specific location is transferred from one customer to another customer as set forth on the tariff sheet entitled Schedule of Charges for Rendering Service. These charges are to offset the Company's costs for such transactions and are in addition to all other customer charges for utility service, for customer deposits and for required charges under the Company's filed extension policy.

To compensate the Company for the cost of processing returned checks, the Company will make a charge to any customer whose check for payment to the Company is returned by the bank as not payable. The amount of the charge is stated on the tariff sheet entitled Schedule of Charges for Rendering Service. This charge will be in addition to any costs incurred by the Company from its depository bank(s) relating to the processing of a returned check to the extent permissible by law.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL**

DEPOSITS

When an application for residential, small commercial or commercial service is made, the Company will apply non-discriminatory criteria with respect to the decision to require a deposit.

If the Applicant for residential service has not previously received service from the Company, a deposit may be required if a RiskView query indicates that the Applicant has a risk analysis score of under 600 or if the risk analysis score from a different Company selected third-party credit score vendor is less than 500.

If the Applicant has previously received service from the Company, a new or additional deposit will be required only if the Applicant's previous payment history includes recent or substantial delinquencies. In cases where the Applicant for new service is in default on payment of bills for any service previously rendered to Applicant by the Company, a settlement of the prior account or an arrangement satisfactory to the Company related to the settlement will be required before the new service is rendered. Settlement of the prior account will not exempt the Applicant from the need to make a deposit with respect to the current application for service.

A deposit will not be required if an Applicant provides written documentation of a 12 consecutive month good credit history from a utility for which the Applicant received a similar service with the 12 consecutive month period ending no earlier than 60 days prior to the date of the application for service.

A deposit for service shall not exceed an amount equal to an estimated 90 days bill of the Customer. A deposit is not an advance payment or part payment of any bill for service but is security for payment of bills for service, to be applied against unpaid bills only in the event service is discontinued. A Customer's deposit for residential service will be credited to the Customer's account for the deposit amount plus any interest accrued thereon when bills are paid timely for a consecutive 12 month period. A Customer's deposit for small commercial and commercial service will be credited to the Customer's account for the amount of the deposit plus any interest accrued when bills are paid timely for a consecutive 36 month period.

Upon discontinuance of service, the Company will apply the Customer's deposit and any interest accrued thereon against unpaid bills for service and the remaining balance of the deposit, if any, will be refunded.

Interest on deposits shall be paid at a rate of not less than that shown on Tariff Sheet R5A and shall be calculated for the period elapsed from the date of deposit to date refunded or the date the deposit is credited to the Customer's account. Interest will be credited to the Customer's account annually or upon request of the Customer.

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Advice Letter No. 540 - Amended
Decision or Authority No. C18-0311

s/Jennifer Ries
Title: Vice-President
Rates & Regulatory Affairs

Issue Date: May 30, 2018
Effective Date: June 1, 2018

Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL (continued)

THIRD PARTY GUARANTEE/NOTIFICATION

In lieu of a deposit the Company accepts a third-party guarantee of payment to secure utility services. The third-party guarantee form, signed by both the third-party guarantor and the Applicant, shall be provided to the Company. The Company may refuse to accept a third-party guarantee if the guarantor is not a customer in good standing at the time of the guarantee. The amount of the guarantee shall not exceed the amount the Applicant would have been required to provide as a deposit. The guarantee ends when one of the following occurs: the guarantee is terminated in writing by the guarantor; if the guarantor was a customer at the time of undertaking the guarantee and is no longer a customer of the Company; or the Customer has established a satisfactory payment record. In the event the guarantor terminates the guarantee or ceases to be a customer of the Company prior to the Customer establishing a satisfactory payment record for 12 consecutive months, the Company may require a deposit or a new third-party guarantee.

INTEREST RATES ON DEPOSITS

Simple interest on Customer Deposits will be computed at a rate prescribed by the Public Utilities Commission of the State of Colorado. Interest rates have been established for the following periods:

Effective	Rate
January 1, 2023	1.69%
January 1, 2024	4.93%

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Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL**

MONTHLY BILLS

Bill for service will be rendered monthly. The term "month" for billing purposes means the period between any two consecutive regular readings by the Company of the meters at the Customer's premises, such readings to be taken as nearly as may be practicable every thirty days. However, the Company reserves the right to require payment of bills for service at more frequent intervals; provided, however, any due date shall not be earlier than 15 days after the date that any bill is mailed or hand-delivered to the customer. In such event, meters will be read at intervals specified by the Company. If the Company is unable to read a meter after reasonable effort, the Customer will be billed on an estimated usage based on the best available information, and the bill will indicate that such an estimate was used.

If the initial, final or regular monthly bill for service is for a period of less than twenty-seven days or more than thirty-three days, such bills will be prorated to the nearest one-tenth of a month, in the ratio of the number of days in the billing period to a month of thirty days. However, the Company reserves the right to prorate bills to the nearest day.

All bills for service, including any excise tax imposed by governmental authority are due not later than the due date shown on the bill. The bill will be considered as received by the Customer when mailed to, or left at, the location where service is used or at some other location that has been mutually agreed upon. Final bills, weekly bills, special bills, and bills for connection and reconnection are due on presentation. If the Customer fails to receive a bill, the Company, upon request, will issue a duplicate. However, failure to receive a bill in no way exempts the Customer from payment for service rendered.

If a Customer gives notice prior to the time that payment is due that the correctness of the bill is disputed, stating reasons therefore, the Company will investigate the complaint. However, such notice disputing correctness of a bill shall not be sufficient reason for withholding payment. If the bill is found to be incorrect, the Company will refund the amount of overpayment or credit the amount of overpayment to the next bill rendered.

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Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

MEASUREMENT OF SERVICE

The Company will install, own, and maintain suitable metering and other equipment necessary for measuring the natural gas supplied. Each class of natural gas service supplied will be metered and billed separately. All service to a Customer under one applicable rate will be measured by a single meter installation and meter reading of one meter installation shall not be combined with meter readings of another meter installation for billing purposes. Adjoining properties may be combined on a single meter installation at the Customer's expense, and served as a single Customer where such properties are controlled, occupied, and used for small commercial and commercial purposes by a single enterprise engaged in the pursuit of a single business.

Service to the same person at different premises will be considered as service to separate Customers.

Where service is supplied directly from a high pressure transmission or distribution main, herein termed "Main Line", to a Customer or group of Customers and Company does not own or maintain the piping beyond the Main Line Metering Point, the Customer or group of Customers so supplied shall be responsible for and pay Company for all gas as measured on the Main Line Meter. Where more than one Customer is supplied, Company will make monthly readings of each of the service meters installed at the respective premises and will calculate the total amount of gas for which each Customer will be billed by adding to the quantity as determined from said meter reading a pro rata portion of losses determined by taking the difference between the sum of the amounts registered on the individual service meters and that registered on the Main Line Meter, after suitable correction factors have been applied.

Standard delivery pressure and temperature of natural gas supplied by the Company is four (4) ounces per square inch above average atmospheric pressure and sixty (60) degrees Fahrenheit. Where necessary, the volume of gas as registered on the service meter shall be adjusted to the foregoing conditions for billing purposes.

Customer shall notify Company of any leak or defect regarding any Company facility.

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Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

COMPLAINTS

The Company will investigate promptly all complaints made by its Customers and will keep a record of all written complaints which record will include: the name and address of the complainant, the date, the nature of the complaint, and the adjustment or disposition made thereof. This record will be kept at least two years after the date of the complaint. In the event a current customer, or an applicant for service that is not a current customer, is dissatisfied with the Company's proposed adjustment or disposition of a dispute, the Company will inform such customer or applicant for service of the right to make an informal complaint to the External Affairs section of the Public Utilities Commission of the State of Colorado and shall provide to such person the address and toll-free number of the Commission's External Affairs section.

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Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL**

DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

A Customer wishing to discontinue service should give at least three days notice to Company to that effect, unless otherwise specified in the rate or contract applicable, in order to allow time for final meter reading and disconnection of service. Where such notice is not received by the Company, the Customer will be liable for service until final reading of the meter. Notice to discontinue service will not relieve a Customer from any minimum or guaranteed payment under any contract or applicable rate.

DISCONTINUANCE OF SERVICE BY COMPANY

The Company shall not discontinue the service of a customer for any reason other than the following

- (a) Nonpayment of regulated charges.
- (b) Fraud or subterfuge.
- (c) Diversion of natural gas.
- (d) Equipment tampering.
- (e) Safety concerns.¹
- (f) Exigent circumstances.
- (g) Discontinuance ordered by any appropriate governmental authority.
- (h) Properly discontinued service being restored by someone other than the Company when the original cause for proper discontinuance has not been cured.

The Company shall apply nondiscriminatory criteria when determining whether to discontinue service for nonpayment. The Company shall not discontinue service for nonpayment of any of the following:

(a) Any amount which has not appeared on a regular monthly bill or which is not past due. Unless otherwise stated in a tariff or Commission rule, an account becomes "past due" on the 31st day following the due date of current charges.

(b) Any past due amount that is less than fifty dollars (\$50).

(c) Any amount due on another account now or previously held or guaranteed by the customer, or with respect to which the customer received service, unless the amount has first been transferred either to an account which

Any amount so transferred shall be considered due on the regular due date of the bill on which it first appears and shall be subject to notice of discontinuance as if it had been billed for the first time.

¹ Safety concerns include, but are not limited to, denying or impeding access to the Company's equipment such as meters, piping, and appurtenances at all reasonable times for any purpose connected with or in the furtherance of the Company's business operations and provisions of safe and reliable service in compliance with Commission rules.

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**Advice Letter No. 580
Decision No. C21-0675**

s/ Kathleen Ocanas
Vice President Rates and
Regulatory Affairs

Issue Date: January 11, 2022
Effective Date: January 14, 2022

Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)**

(d) Any amount due on an account on which the customer was neither the customer of record nor a guarantor, or any amount due from a previous occupant of the premises. This does not apply if the customer is or was obtaining service through fraud or subterfuge.

(e) Any amount due on an account for which the present customer is or was the customer of record, if another person established the account through fraud or subterfuge and without the customer's knowledge or consent.

(f) Any delinquent amount, unless the Company can supply billing records from the time the delinquency occurred.

(g) Any debt except that incurred for service rendered by the Company.

(h) Any unregulated charge. Or,

(i) Any amount which is the subject of a pending dispute or informal complaint under rule 4004

If the Company discovers any connection or device installed on the customer's premises, including any energy-consuming device connected on the line side of the Company's meter, which would prevent the meter from registering the actual amount of energy used, the Company shall do one of the following:

(a) Remove or correct such devices or connections. If the Company takes this action, it shall leave at the premises a written notice which advises the customer of the violation, of the steps taken by the Company to correct it, and of the Company's ability to bill the customer for any estimated energy consumption not properly registered. This notice shall be left at the time the removal or correction occurs.

(b) Provide the customer with written notice that the device or connection must be removed or corrected within 15 days and that the customer may be billed for any estimated energy consumption not properly registered. If the Company elects to take this action and the device or connection is not removed or corrected within the 15 days permitted, then within seven calendar days from the expiration of the 15 days, the Company shall remove or correct the device or connection.

If the Company discovers evidence that any Company-owned equipment has been tampered with or that natural gas has been diverted, the Company shall provide the customer with written notice of the discovery. The written notice shall inform the customer of the steps the Company will take to determine whether non-registration of energy consumption has or will occur and shall inform the customer that the customer may be billed for any estimated energy consumption not properly registered. The Company shall mail or hand-deliver the written notice within three calendar days of making the discovery of tampering or service diversion.

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Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)**

The Company shall not discontinue service, other than to address safety concerns or in exigent circumstances, if one of the following is met:

(a) If a customer at any time tenders full payment in accordance with the terms and conditions of the notice of discontinuance to a Company employee authorized to receive payment, including any employee dispatched to discontinue service. Payment of a charge for a service call shall not be required to avoid discontinuance.

(b) If a customer pays, on or before the expiration date of the notice of discontinuance, at least one-tenth of the amount shown on the notice and enters into an installment payment plan with the Company.

(c) If it is outside the hours of 8:00 a.m. and 4:00 p.m.; between 12:00 Noon on Friday and 8:00 a.m. the following Monday; between 12:00 Noon on the day prior to and 8:00 a.m. on the day following any state, federal or Company observed holiday.

(d) Medical emergencies. The Company shall postpone service discontinuance to a residential customer for 90 days from the date of a medical certificate issued by a Colorado-licensed physician or health care practitioner acting under a physician's authority, or health care practitioner licensed to prescribe and treat patients which evidences that service discontinuance will aggravate an existing medical emergency or create a medical emergency for the customer or a permanent resident of the customer's household. A customer may invoke this service only once in any twelve consecutive months.

As a condition of obtaining a new installment payment plan on or before the last day covered by a medical certificate, a customer who has already entered into a payment arrangement, but broke the arrangement prior to seeking a medical certificate, may be required to pay all amounts that were due up to the date of the original medical certificate as a condition of obtaining a new payment arrangement. At no time shall a payment from the customer be required as a condition of honoring a medical certificate.

The medical certificate must be in writing (which includes electronic services and signatures and those provided electronically), sent to the Company from the office of a licensed physician, or health care practitioner licensed to prescribe and treat patients, and clearly show the name of the customer or individual whose illness is at issue; the Colorado medical identification number, phone number,

name, and signature of the physician or health care practitioner acting under a physician's authority, or health care practitioner licensed to prescribe and treat patients certifying the medical emergency. Such certificate is not contestable by the Company as to the medical judgment, although the Company may use reasonable means to verify the authenticity of such certificate.

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Advice Letter No. 580
Decision No. C21-0675

s/ Kathleen Ocanas
Vice President Rates and
Regulatory Affairs

Issue Date: January 11, 2022
Effective Date: January 14, 2022

Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)**

The Company may accept notification by telephone from the office of a licensed physician, or health care practitioner licensed to prescribe and treat patients, but a written medical certificate must be sent to the company within ten days.

The Company shall postpone service discontinuance to a residential customer on any day when the National Weather Service local forecast between 6:00 a.m. and 9:00 a.m., predicts that the temperature will be 32 degrees Fahrenheit (32°F) or lower at any time during the following 24 hours, or during any additional period in which Company personnel will not be available to restore utility service. Nothing prohibits the Company from postponing service discontinuance when temperatures are warmer than these criteria.

In addition to its tariffs, the Company shall publish information related to its practices around delinquency, disconnection for nonpayment, and reconnection on its website. This information should be written in a manner that promotes customer understanding and must be produced in English and a specific language or languages other than English where the Company's entire service territory contains a population of at least ten percent who speak a specific language other than English as their primary language as determined by the latest U.S. Census information. The Company must include at least the following information:

- (a) The customer's rights related to service disconnection, including medical and weather-based protections, timing restrictions on service disconnection, and options and hours to contact the Company for support relating to service disconnection.
- (b) A summary of a customer's options to prevent service disconnection for nonpayment, including installment payment plan options, utility energy assistance and affordability programs, and eligibility requirements for such programs.
- (c) Referrals to organizations that provide energy payment assistance, including energy efficiency services, such as Energy Outreach Colorado, charities, nonprofits, and governmental entities that provide or administer funds for such assistance.
- (d) The customer's rights related to service restoration, including restoration timelines, actions customers may take to restore service, and options and hours to contact the Company for support relating to service restoration.
- (e) A summary of charges, fees, and deposits to which a customer may be, with a description of how those amounts are calculated, explained in a way that enables a customer to estimate the full costs they may be assessed.
- (f) A description of the customer's options in the event of a dispute regarding billing or disconnection practices.

(g) A description of the options available to an occupant of a service address who is not a customer of record and who has a court-ordered protection order against a customer of record for the service address, relating to past-due balances, service disconnection, restoration, and continuance at the service address, including initiating new service, transferring service, and the Company's practices, policies, and criteria for determining benefit of service for purposes of transferring a customer of record's balance to an occupant.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)**

(h) A description of the Company's Demand Side Management programs, including requirements to participate, the benefits of participating, and Company contact information relating to such programs.

REPORTING REQUIREMENTS

ANNUAL REPORT: No later than March 1 of each calendar year, the Company shall file a report covering the prior calendar year in the miscellaneous proceeding for utility disconnection filings, using the form available on the Commission's website. The report shall provide data on residential customers by class and zip code and must also break down such data by low-income customers, defined as customers participating in low-income programs authorized by rule 4412 and the Low-Income Energy Assistance Program. The report shall contain the following information, displayed by quarter:

- (a) Total number of unique customers.
- (b) Total dollar amount billed.
- (c) Total number of unique customers charged a late payment charge.
- (d) Total dollar amount of late payment charges collected.
- (e) Number of unique customers with an arrearage balance by vintage (1-30 days, 31-60 days, 61-90 days, 91+ days).
- (f) Dollar amount of arrearages by vintage (1-30 days, 31-60 days, 61-90 days, 91+ days).
- (g) Total number of disconnection notices sent.
- (h) Total number of disconnections for nonpayment.
- (i) Total number of service restorations after disconnections for nonpayment.
- (j) Average duration of disconnection for nonpayment in hours, measured from when the customer completes an action as described in the Company's "Restoration of Service" to when service is restored.
- (k) Total dollar amount of deposits collected for restoring service that was disconnected for nonpayment.
- (l) Total number of deposits collected for restoring service that was disconnected for nonpayment.
- (m) Total number of new installment payment plans entered into.
- (n) Average repayment term of new installment payment plans entered into.
- (o) Total dollar amount of fees collected for disconnecting service for nonpayment.
- (p) Total dollar amount of fees collected for restoring service that was disconnected for nonpayment.
- (q) Total dollar amount of collection fees collected from customers whose service was disconnected for nonpayment.
- (r) Total dollar amount of any other tariff-authorized charges or fees collected resulting from past due amounts, service disconnection for nonpayment, and restoring service that was disconnected for nonpayment.

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Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)**

ADDITIONAL ITEMS:

- (a) A narrative containing the Company's analysis of any trends or inconsistencies revealed by the reported data for the prior year including, at minimum, an analysis of:
- i. The total number of residential customers who were disconnected for nonpayment in the prior calendar year and percent of those customers who were disconnected for nonpayment multiple times.
 - ii. The total number of residential installment payment plans entered into in the prior calendar year, the average length of those installment payment plans, the number of residential installment payment plans completed, and the number of residential installment payment plans that were broken.
- (b) Information about how the Company is working to reduce delinquencies and disconnections, including any actions the Company is taking specific to residential customers experiencing multiple disconnections in a calendar year, and a description of the efforts to identify and refer energy efficiency and bill assistance resources.

NOTICE OF DISCONTINUANCE

- (a) Except as provided in paragraphs (g) and (h) of this rule, prior to discontinuing service, the Company shall provide a customer, and any third party the customer has designated in writing or electronically, with the following forms of notice:
- i. Upon a bill becoming past due, and at least five business days before issuing a notice of discontinuance, the Company must provide notice of late payment.
 - ii. At least 12 business days before any proposed service discontinuance, written notice of discontinuance as further described in paragraphs (b) and (c), by first class mail or hand delivery.
 - iii. At least 24 hours in advance of any proposed service discontinuance, the Company must make a reasonable attempt to provide notice in person or by telephone.

If the Company will implement service discontinuance remotely, in addition to subparagraphs (i) through (iii), the Company must undertake at least one additional attempt to notify the customer of record at their provided telephone number or in person at least 72 hours before discontinuing service.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)**

NOTICE OF DISCONTINUANCE, continued

(b) The written notice of discontinuance under subparagraph (a)(ii) shall be conspicuous and in easily understood language, and the heading shall contain, in bold font and capital letters, the following warning:

THIS IS A FINAL NOTICE OF DISCONTINUANCE OF NATURAL GAS SERVICE AND CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS AND REMEDIES. YOU MUST ACT PROMPTLY TO AVOID DISCONTINUANCE OF SERVICE.

(c) The body of the notice of discontinuance under subparagraph (a)(ii) shall at a minimum advise the customer of the following:

- (i) The reason for the discontinuance of service.
- (ii) The amount past due for natural gas service, deposits, or other regulated charges, if any.
- (iii) The date by which an installment payment plan must be entered into or full payment must be received in order to avoid discontinuance of service.
- (iv) How and where the customer can pay or enter into an installment payment plan prior to the discontinuance of service.
- (v) That the customer may avoid discontinuance of service by entering into an installment payment plan with the Company.
- (vi) That the customer has certain rights if the customer or a member of the customer's household is seriously ill or has a medical emergency.
- (vii) That the customer has the right to dispute the discontinuance directly with the Company by contacting the Company, and how to contact the Company toll-free from within the utility's service area. Our toll-free number is 1-888-286-6700.
- (viii) Contact information is provided for the customer to make an informal complaint to the External Affairs section of the Public Utilities Commission in writing, by telephone, or in person, along with the Commission's address and local and toll-free telephone number.
- (ix) That the customer has the right to file a formal complaint, in writing, with the Commission and that this formal complaint process may involve a formal hearing pursuant to Public Utilities Commission Rule 723-1-1302.
- (x) That in conjunction with the filing of a formal complaint, the customer has a right to file a motion for a Commission order ordering the Company not to disconnect service pending the outcome of the formal complaint process and that the Commission may grant the motion upon such terms as it deems reasonable, including but not limited to the posting of a cash deposit or bond with the Company or timely payment of all undisputed regulated charges.

Advice Letter No. 580
Decision No. C21-0675

s/ Kathleen Ocanas
Vice President Rates and
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Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)**

- (h) The Company is not required to provide notice if one of the following applies:
- (i) The situation involves safety concerns or exigent circumstances.
 - (ii) Discontinuance is ordered by any appropriate governmental authority.
 - (iii) Service, having been already properly discontinued, has been restored by someone other than the Company and the original cause for discontinuance has not been cured.
 - (iv) It discovers any connection or device installed on the customer's premises which would prevent the meter from registering or that any utility owned equipment has been tampered with or that natural gas has been diverted.

(i) When the Company knows that the service to be discontinued is used by customers in multi-unit dwellings, in places of business, or in a cluster of dwellings or places of business and the Company service is recorded on a single meter used either directly or indirectly by more than one unit, the Company shall issue notice of 30 days, notice may include the current bill, and notice shall be provided to each individual units. Notice shall state that the notice of discontinuance has been sent to the customer of record responsible for the payment of utility bills for the unit and that occupants of the units may avoid discontinuance by paying the next new bill in full within 30 days of its issuance and successive new bills within 30 days of issuance. The utility shall post the notice in at least one of the common areas of the affected location.

RESTORATION OF SERVICE:

Unless prevented from doing so by safety concerns or exigent circumstances, the Company shall restore, without additional fee or charge, any discontinued service which was not properly discontinued or restored.

The Company shall restore service if the customer does any of the following:

- (a) Pays in full the amount for regulated charges shown on the notice and any deposit and/or fees as required by the Company's tariff in the event of discontinuance of service.
- (b) Pays any reconnection and collection charges specifically required by the Company's tariff, enters into an installment payment plan, and makes the first installment payment, unless the cause for discontinuance was the customer's breach of such an arrangement.
- (c) Presents a medical certificate.
- (d) Demonstrates to the Company that the cause for discontinuance, if other than non-payment, has been cured.

Unless prevented by safety concerns or exigent circumstances, the Company shall restore service to a customer who has completed an action listed above within 24 hours (excluding weekends and holidays) of the time that the customer completes an action in paragraph (b), or within 12 hours of the time that the customer completes an action listed above if the customer pays applicable after-hours charges and fees established in tariffs. The Company must exercise its best efforts to restore service for customers meeting requirements of an action listed above on the same day of a service discontinuance.

The Company must resolve doubts as to whether a customer has met the requirements for service restoration in favor of restoration.

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Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL**

DIVERSION OF NATURAL GAS

The existence of natural gas consuming devices installed ahead of the meter or any tampering or interfering with pipes, devices, or equipment connected to Company's distribution system or the damage to, alteration, or obstruction of any meter (including the breaking of meter seals) which will permit or make possible the use of natural gas without its proper registration on Company's meter shall constitute prima facie evidence of diversion of natural gas by the Customer in whose name service is being rendered, or by the person benefiting from the use of such diverted natural gas. In the event that a Company check meter registers more natural gas in the same interval of time than does the meter installed at Customer's premises after such meters shall have been tested and found to be registering within the limits of accuracy prescribed by the Public Utilities Commission of The State of Colorado, such fact shall also constitute prima facie evidence of diversion of natural gas.

In such instances, Company will, in any reasonable manner, compute the amount of diverted natural gas and shall have the right to enter Customer's premises and make an actual count of all natural gas consuming devices to aid in such computation. Where Company is unable to make such count, the computation will be based on any other available information or estimated. Such computation will be made for the period beginning with the date on which Customer began using natural gas at the location where the diversion occurred, unless evidence proves the diversion commenced at a later date, and ending with the date on which such diversion ceased. Bills for natural gas diverted based upon the aforesaid computation, under the applicable rate effective during the period of diversion, plus the cost of investigating and confirming such diversion and disconnecting service shall be due and payable upon presentation.

If service has been discontinued for diversion of natural gas, Company will not render service to Customer, or to any other person for Customer's use, at the same or any other location until:

1. Customer has paid all bills as set forth preceding,
2. Customer has paid to Company the installation cost of, or has had installed at Customer's expense, such entrance and service equipment as is necessary to prevent further diversion of natural gas, and
3. Customer has paid a \$400.00 Diversion of Service Fee.

The foregoing rules pertaining to Diversion of Natural Gas are not in any way intended to affect or modify any action or prosecution under the Criminal Statutes of the State of Colorado.

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Rules, Regulations or Extension Policy

**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL**

SHORTAGE OF NATURAL GAS SUPPLY

In case of a shortage of supply established by volume limitations filed by Company's suppliers, Company shall have the right to limit availability.

PRIORITY OF SERVICE

In the case of emergency, the Company shall have the right to grant a preference to that service which, in its sole judgment is most essential to the public welfare.

In case of a shortage of supply or constraints on the Company's system, the Company shall have the right to limit the availability of service within the affected area under any rate schedule. Specific rules and regulations setting forth limitations on existing and new customers in the event of natural gas supply shortages or system constraints are set forth elsewhere in this tariff. In general, it shall be the policy of the Company to allocate its natural gas supplies in a manner consistent with a priority system granting preference to residential use. For purposes of this tariff, the term "curtailment" shall mean the inability of a customer to receive gas due to a shortage of gas supply. The term "interruption" shall mean the inability of the Company to deliver gas supplies to a customer due to constraints on the Company's system.

EASEMENTS

A contract for natural gas service, or receipt of service by Customer, will be construed as an agreement granting to Company an easement for gas mains, services, meters, and other equipment of Company necessary to render service to Customer. If requested by Company, Customer, before service is connected, will execute Company's standard form of right-of-way agreement, granting to Company, at no expense therefore, satisfactory easements for suitable location of Company's mains, services, meters and metering equipment, and other appurtenances on or across lands owned by or controlled by Customer, and will furnish space and shelter satisfactory to Company for all apparatus of Company located on Customer's premises. In the event that Customer shall divide premises by sale in such manner that one part shall be isolated from streets where Company's gas mains are accessible, Customer shall grant or serve an easement for gas service over part having access to gain mains for the benefit of the isolated part.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL**

ACCESS FOR COMPANY'S EMPLOYEES

The Customer will provide access to his premises at all reasonable times for authorized employees of the Company for any proper purpose incidental to the supplying of natural gas service.

RESALE OF NATURAL GAS

Natural gas service supplied by the Company is for the exclusive use of the Customer. Consequently, the Customer will not be permitted by submetering, prorating, or any other means, to determine a quantity of natural gas and resell the same as such to any other person or persons on the Customer's premises or for the use on any other premises. The sale of heating service by a Customer, where natural gas purchased from the Company is the fuel used for the generation of heat for such sale, to persons not on the same premises to which the natural gas is delivered shall be construed as a resale of the natural gas and is not permitted. The Company reserves its right to refuse to furnish natural gas service to any Customer where the purchase of such service is for the purpose of resale to Customer or to others. In the event natural gas is resold in conflict herewith, Company shall have the right, at its option, either to discontinue service to Customer, or to furnish service directly to the sub-customer.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL**

CUSTOMER'S INSTALLATION

The Customer, before purchasing equipment or beginning construction of a proposed installation, should confer with the Company to determine if the type of service, capacity, and pressure desired by Customer is available; to determine if extensions of, or additions to, Company's facilities will be required; and to secure definite location of the point of delivery, i.e., point where Company's natural gas facilities will connect to those of Customer. The Customer is responsible for the inspection and maintenance of gas facilities after the first valve or cock after the meter.

Before any additions to or alterations of existing installations are made by Customer which will materially affect the amount of service required or which may require a change in the type of service or the point of delivery, the Company must be notified reasonably in advance thereof as to the proposed additions or alterations in order that the Company may first determine if the service desired is available and, if so, that the necessary changes in the Company's facilities may be arranged for and completed.

All gas piping and other natural gas equipment on the Customer's side of the point of delivery will be furnished, installed and maintained at all times by the Customer in conformity with good practice and applicable codes. The Company does not perform building code inspections and accepts no liability for injury or damage caused by defects in Customer's piping or equipment.

Where operating conditions are such that the utility deems a higher delivery pressure necessary, gas pressure at the meter outlet may exceed four (4) ounces above average local atmospheric pressure, the Company will require the Customer to install adequate pressure regulating and relief equipment in the Customer's lines so that the pressure at the outlet of such regulators shall be of a proper value as to be utilized by Customer's equipment.

No equipment or apparatus will be connected to Company's distribution system the operation of which may cause an abnormal pressure variation in said system as to impair or endanger the natural gas service supplied to other customers on said system or to adversely affect operation of Company's metering or pressure regulating equipment. In the event that equipment having a high instantaneous demand such as a gas engine is to be connected, Customer shall provide adequate pulsation or surge tank, shut-off valves and other protective devices as may be required by Company. Customer shall, in every case, confer with Company before any equipment or apparatus requiring extremely close regulation of pressure or quality of gas is connected to Company's distribution systems.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

CUSTOMER'S INSTALLATION – Cont'd.

When the Company is required by order of properly constituted authorities to move or alter its existing distribution system, thereby necessitating a change in the location of the yard line and the point of delivery, the Company will designate a new point of delivery to which the Customer, at his expense, will lay the yard line.

Service will be delivered to the Customer for each premises at one point of delivery to be designated by the Company. For the mutual protection of the Customer and the Company, only personnel authorized by the Company are permitted to make connections between the Company's gas service and the Customer's gas piping.

The Company reserves the right to require the Customer to reimburse the Company for any cost due to a change in meters or other apparatus or in their location made at the request of the Customer. Meters and other equipment of the Company will be removed or relocated only by personnel authorized by the Company.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

PROTECTION OF FACILITIES

Customer shall consult Company regarding necessity of changing location of gas service before building any addition or structure over the gas service pipe. Customer shall not enclose any exposed portion of gas service facilities within an unventilated enclosure. Customer shall call 811, the Utility Notification Center of Colorado before operating or permitting the operation of any power excavating or ditching equipment in the proximity of Company's underground gas service on Customer's premises.

LIABILITY

All mains, services, apparatus, instruments, meters, regulators, and materials supplied by Company at its expense or under its standard policies will be and remain the property of the Company. Company's property shall not be worked upon or interfered with by Customer or other unauthorized persons.

The Customer shall be responsible for any damage to or loss of Company's property located on Customer's premises, caused by or arising out of the acts, omissions or negligence of Customer or others, or the misuse or unauthorized use of Company's property by Customer or others. The cost of making good such loss and/or repairing such damage shall be paid by the Customer. Customer shall be held responsible for injury to Company's employees if caused by Customer's acts, omissions or negligence.

The Customer shall be responsible for any injury to persons or damage to property occasioned or caused by the acts, omissions or negligence of the Customer or any of his agents, employees, or licenses, in installing, maintaining, operating, or using any of the Customer's piping, equipment, machinery or apparatus, and for injury and damage caused by defects in the same.

Company shall not be liable for injury to persons, damage to property, monetary loss, or loss of business caused by accidents, acts of God, fires, floods, strikes, wars, authority or orders of government, or any other causes and contingencies beyond its control.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

INDEMNITY TO COMPANY

Customer shall hold the Company harmless and indemnify it against all claims and liability for injury to persons or damage to property when such damage or injury results from or is occasioned by the facilities located on Customer's side of the point of delivery unless caused by the negligence or wrongful acts of Company's agents or employees.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

RESIDENTIAL

These Rules and Regulations apply to Residential Service in all territory served by the Company.

DEFINITION

Residential Service is the furnishing of natural gas for the exclusive use of the individual Customer for domestic purposes, e.g. cooking, water heating, space heating, air conditioning, clothes drying, and incineration, in a private home or individual living unit where only one household is served through a single meter. Service to buildings appurtenant to the residence including garages, barns, and other minor buildings for use of the residents may also be served through the residential meter. Each family dwelling place or housekeeping unit shall be considered as a separate living unit.

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RESIDENTIAL

LEVELIZED BUDGET BILLING PLAN

AVAILABILITY

Residential customers (with a satisfactory payment credit record) being served by Residential Service rates of the Company may elect, at their option, to pay monthly bills for natural gas service on a Levelized Budget Billing Plan. Any customer electing the Levelized Budget Billing Plan will pay an amount equal to 1/12th of the total expected next 12 month's bill. The Company will determine the monthly budget amount based on the customer's previous history and a tolerance for gas cost adjustments and/or unusual weather.

PLAN OPTION

The customer may choose to have the budget variance applied against subsequent bills if it is a credit, or added to the total expected next 12 months bill if it is a debit.

CONDITIONS OF LEVELIZED BUDGET BILLING PLAN

The customer shall be entitled to receive natural gas service under the Levelized Budget Billing Plan provided the customer shall agree:

- a) To pay each monthly installment on or before the due date shown on the statement, after which the installment shall be considered delinquent;
- b) That failure to pay the levelized monthly installment on or before the due date shall be cause for termination by the Company of the Levelized Budget Billing Plan with respect to the customer, in addition to other remedies permitted by these Rules and Regulations.
- c) That the Levelized Budget Billing Plan shall apply only to the premises then occupied by customer and that if such premises are vacated, the Levelized Budget Billing Plan with respect to customer shall terminate immediately;
- d) That if the Levelized Budget Billing Plan is terminated, any amount or amounts payable by or due to customer shall be billed or credited to customer at once and will be recorded on the next monthly bill;
- e) That until terminated by either party, the Levelized Budget Billing Plan will be renewed automatically from period to period.
- f) That the Levelized Budget Billing Plan may be periodically reviewed by the Company and the monthly installment payment shall be revised if it appears at any time on review that the debit or credit balance at the end of the payment period will substantially exceed the estimate.

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RESIDENTIAL SERVICE

LEVELIZED BUDGET BILLING PLAN

CONDITIONS OF LEVELIZED BUDGET BILLING PLAN (cont)

MODIFIED LEVELIZED BUDGET BILLING

A residential customer with energy charges in arrears can choose a Modified Levelized Budget Billing Plan to pay monthly bills for natural gas service.

A customer electing the Modified Levelized Budget Billing Plan will pay an amount equal to the outstanding bill plus the preceding year's total billing to the customer's premise, modified as necessary for increases in base rates or gas cost adjustment. The resulting total shall be divided into equal monthly installments to be billed as other "budget billing" accounts are billed, in eleven equal monthly payments followed by a settlement billing in the twelfth month.

On the last month of the budget payment period, a budget variance amount will be calculated relative to any difference in the customer's total payments and the actual usage billing amounts.

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RESIDENTIAL SERVICE

Installment Payment Plan

1. Installment payment plan arrangements can be made for Residential class customers if one of the following conditions apply:
 - a. Customer pays on or before the past due date at least 1/10 of the amount shown on the bill or final notice and enters into an installment payment plan agreement to pay the remaining account balance in equal monthly installments, plus future current charges, over a period of time not to exceed six (6) months.
 - b. Customer pays on or before the last day covered by a medical certification or extension thereof, at least 1/10 of any amount past due more than thirty (30) days and enters into an installment payment plan to pay the remaining past due account balance in equal monthly installments, plus future current charges, over a period of time not to exceed six (6) months.
 - c. If gas service has been disconnected, the customer is required to pay at least 1/3rd of the deposit, collection and reconnection fees, plus 1/10 of amount due and prior to entering into an installment payment plan agreement to pay the remaining account balance in equal monthly installments, plus future current charges, over a period of time not to exceed six (6) months.
 - d. In the event a customer has been under-billed due to events under the Company's control (such as an incorrect multiplier, an incorrect register, meter malfunction, or a billing error), the Company shall advise a customer who is eligible for this type of installment payment plan that the customer may elect to enter into a payment arrangement on the under-billed amount pursuant to the Commission's Rules, including the ability to repay the under-billed amount owed over the greater of three months or a period of time equal in length to the period of time during which the error(s) was accumulated and without interest.
2. If any monthly installment payment, plus current regulated charges, are not paid on or before the past due date shown on the bill then the installment payment plan shall be considered "in default" or "broken" and will be subject to delinquent action as stated in tariff sheet R8.
3. The first monthly installment payment shall be due on a date which is not earlier than the customer's next regularly scheduled billing due date.
4. The Company shall send within seven calendar days of entering into a payment arrangement a statement describing the payment arrangement. This statement will include terms of the payment plan and a description of the steps which the Company will take if the customer does not abide by the payment plan.

Rules, Regulations or Extension Policy

NATURAL GAS SERVICE

SMALL COMMERCIAL

(Equal to or less than 5000 CCF per year)

These Rules and Regulations apply to Small Commercial Service in all territory served by the Company. The Small Commercial Rates, Rules and Regulations are applicable to all commercial customers whose annual natural gas consumption is less than or equal to 5000 CCF.

DEFINITION

Commercial Natural Gas Service is the furnishing of natural gas for the exclusive use of the individual Customer for cooking, water heating, space heating, air conditioning, heat applications and miscellaneous purposes to commercial establishments.

Any establishment engaged in the operation of a business, whether or not for profit, shall be considered as a commercial enterprise. Such enterprises will include but not be limited to clubs, fraternities, sororities, lodges, hotels, apartment and rooming houses, tourist and cottage camps, trailer camps, camp grounds, multi-family dwellings where more than one dwelling or one living unit is served through one meter, schools, municipal buildings, churches, eleemosynary institutions, greenhouses, dairies, home owners associations, etc.

COMBINED SERVICE

Where the total load of a customer served at one point of delivery cannot be combined under one classification for billing purposes, the Company or the customer may request that the piping be so installed that each class of service can be separately metered and billed. In the event a combined service is residential and commercial and is not separately metered, the service shall be treated as commercial.

REINFORCEMENTS FOR NEW OR ADDITIONAL SMALL COMMERCIAL LOADS

New or additional commercial loads will be subject to the availability of natural gas supplies and distribution system capacities. A Small Commercial Customer's new or additional load of such size and magnitude as to affect the integrity and reliability of the existing gas distribution system shall be subject to company's review and approval. Such Customer will be responsible for any system reinforcement costs required to serve such new or additional load, and may be required to pay to the Company, in advance, its estimated cost of labor, material, engineering, supervision, etc., incidental to the reinforcement work required. Such reinforcement costs will be entitled to a Construction Payment Refund similar to other Main Extension refunds.

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Rules, Regulations or Extension Policy

SMALL COMMERCIAL

LEVELIZED BUDGET BILLING PLAN

AVAILABILITY

Small Commercial customers (with a satisfactory payment credit record) being served by Small Commercial Service rates of the Company may elect, at their option, to pay monthly bills for natural gas service on a Levelized Budget Billing Plan. Any customer electing the Levelized Budget Billing Plan will pay an amount equal to 1/12th of the total expected next 12 month's bill. The Company will determine the monthly budget amount based on the customer's previous history and a tolerance for gas cost adjustments and/or unusual weather.

PLAN OPTION

The customer may choose to have the budget variance applied against subsequent bills if it is a credit, or added to the total expected next 12 months bill if it is a debit.

CONDITIONS OF LEVELIZED BUDGET BILLING PLAN

The customer shall be entitled to receive natural gas service under the Levelized Budget Billing Plan provided the customer shall agree:

- a) To pay each monthly installment on or before the due date shown on the statement, after which the installment shall be considered delinquent;
- b) That failure to pay the levelized monthly installment on or before the due date shall be cause for termination by the Company of the Levelized Budget Billing Plan with respect to the customer, in addition to other remedies permitted by these Rules and Regulations.
- c) That the Levelized Budget Billing Plan shall apply only to the premises then occupied by customer and that if such premises are vacated, the Levelized Budget Billing Plan with respect to customer shall terminate immediately;
- d) That if the Levelized Budget billing Plan is terminated, any amount or amounts payable by or due to customer shall be billed or credited to customer at once and will be recorded on the next monthly bill;
- e) That until terminated by either party, the Levelized Budget Billing Plan will be renewed automatically from period to period.
- f) That the Levelized Budget Billing Plan may be periodically reviewed by the Company and the monthly installment payment shall be revised if it appears at any time on review that the debit or credit balance at the end of the payment period will substantially exceed the estimate.

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NATURAL GAS SERVICE

COMMERCIAL

(Greater than 5000 CCF per year)

These Rules and Regulations apply to Commercial Service in all territory served by the Company. The Commercial Rates, Rules and Regulations are applicable to all commercial customers whose annual natural gas consumption is greater than 5000 CCF.

DEFINITION

Commercial Natural Gas Service is the furnishing of natural gas for the exclusive use of the Individual Customer for cooking, water heating, space heating, air conditioning, heat applications and miscellaneous purposes to commercial establishments

Any establishment engaged in the operation of a business, whether or not for profit, shall be considered as a commercial enterprise. Such enterprises will include but not be limited to clubs, fraternities, sororities, lodges, hotels, apartment and rooming houses, tourist and cottage camps, trailer camps, camp grounds, multi-family dwellings where more than one dwelling or one living unit is served through one meter, schools, municipal buildings, churches, eleemosynary institutions, greenhouses, dairies, home owners associations, etc.

COMBINED SERVICE

Where the total load of a customer served at one point of delivery cannot be combined under one classification for billing purposes, the Company or the customer may request that the piping be so installed that each class of service can be separately metered and billed. In the event a combined service is residential and commercial and is not separately metered, the service shall be treated as commercial.

REINFORCEMENTS FOR NEW OR ADDITIONAL COMMERCIAL LOADS

New or additional commercial loads will be subject to the availability of natural gas supplies and distribution system capacities. A Commercial Customer's new or additional load of such size and magnitude as to affect the integrity and reliability of the existing gas distribution system shall be subject to company's review and approval. Such Customer will be responsible for any system reinforcement costs required to serve such new or additional load, and may be required to pay to the Company, in advance, its estimated cost of labor, material, engineering, supervision, etc., incidental to the reinforcement work required. Such reinforcement costs will be entitled to a Construction Payment Refund similar to other Main Extension refunds.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

1. NATURAL GAS SYSTEM OPERATION AND MAINTENANCE

The Company will construct, operate, and maintain its natural gas system in such manner as to furnish good, safe, adequate, and continuous natural gas service in accordance with the Rules and Regulations of the Public Utilities Commission of The State of Colorado.

- a. The Company will exercise reasonable diligence and care to furnish and deliver a continuous and sufficient supply of natural gas and to avoid any shortage. However, Company will not be liable for interruption, shortage, or insufficiency in the supply of natural gas, or for any injury, loss, or damage occasioned thereby, if same is due to causes or contingencies beyond the control of the Company including but not limited to accidents, breakdown of equipment, acts of God, authority and orders of government, floods, storms, fires, strikes, riots, or war.
- b. The Company, whenever it shall find it necessary for purpose of making repairs or improvements to its systems, will have the right to temporarily suspend the delivery of natural gas.
- c. Interruptions of service, however, will not relieve Customer from any charges for service actually supplied, nor will accidents to Customer's equipment or machinery, or failure of Customer's installation, not due to fault of Company, relieve Customer of payment of minimum charges under the rate or contract applicable.

2. TESTING EQUIPMENT

The Company shall provide, or shall arrange for a qualified third party to provide, such equipment and facilities as may be necessary to make the tests and to provide the service required. Such equipment and facilities shall be available at all reasonable times for inspection by the Public Utilities Commission of the State of Colorado.

The Company shall maintain, or shall require the qualified third party that provides meter testing equipment and facilities to maintain, suitable gas meter testing equipment in proper adjustment so as to register the condition of meters tested within one-half of one percent. The Company shall have and shall maintain, for the testing equipment, necessary certificate(s) of calibration showing that the equipment has been tested with a standard certified by the National Institute of Standards and Technology or other laboratory of recognized standing.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

The following is a general description of the Company's meter testing equipment and of the methods employed to ascertain and to maintain accuracy of all testing equipment

1. At its option, the Company may maintain a meter shop to inspect, test and repair meters or may outsource that activity to a qualified meter shop operating under parameters as prescribed by the Company and in conformance with the Commission's Rules. The meter shop along with its facilities and equipment shall be open for inspection by the Commission Staff at all reasonable times. The meter shop shall consist of a designated repair area as well as a designated proving area. The proving area shall be designed so that meters and meter testing apparatus are protected from excessive changes in temperature and other disturbing factors, as required by the testing equipment.

2. The Company, or any third party shop with which the Company may contract, shall own and make proper provision to operate at least one (1) approved meter prover, preferably of ten (10) cubic feet capacity, but in no case of less than five (5) cubic feet capacity. Such meter prover shall be maintained in proper condition and adjustment so that it shall be capable of determining the accuracy of any service meter, practical to test by it, to within one-half (1/2) of one (1) percent plus or minus. The meter prover shall be accurate to within three-tenths (0.3) of one (1) percent at each point used in testing meters. The meter prover shall not be located near any radiator, heater, steam pipe, or hot or cold air duct. Due caution shall be exercised to avoid direct sunlight falling upon the meter prover or the meters under test. Meters to be tested shall be stored in such manner that protects them from weather elements and in the same environment as the meter testing equipment.

3. All testing instruments and other certified equipment shall be accompanied at all times by such certificate showing the date when it was last tested and adjusted. The certificate must be signed by a proper authority. A tag referring to such certificate may be attached to the instruments when practicable. These certificates, when superseded, shall be kept on file by the Company for a period of five (5) years.

The Company shall keep records of certification and calibrations for all meter testing equipment for the life of the equipment.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
STANDARDS**

3. METER ACCURACY

The Company will exercise reasonable means to determine and maintain the general accuracy of all natural gas meters in use. All meters will be tested for accuracy of adjustment and registration before installation and will be tested periodically in accordance with the test schedule hereinafter set forth and, if inaccuracy is found, such meters shall be adjusted to register within one percent of accuracy when passing gas at twenty percent (20%) of its rated capacity at one-half inch water column differential.

4. ROUTINE METER TESTS

The Company will routinely test its natural gas meters in accordance with Rule 4303 and with the frequency required by Rule 4304 of the Rules of The Public Utilities Commission of The State of Colorado, except for diaphragm meters 800 cubic feet per hour or less.

5. OTHER METER TESTS

The Company, at any time, may test any of its meters. Upon written request of a Customer, the Company will test the accuracy of the service meter installed at Customer's premises free of charge if said meter has not been tested within the 12-month period just prior to such request. Any meter so tested will be considered accurate if the average accuracy of the meter is within 2% plus or minus in accordance with the Rules of The Public Utilities Commission of The State of Colorado. Upon request of the Customer to said Commission, a representative of said Commission will be present when such test is made.

Should a customer request and receive a meter test as prescribed in Rule 4305(a) and continue to dispute the accuracy of a meter, upon written request by the Customer the Company shall make the disputed meter available for independent testing by a qualified meter testing facility of the Customer's choosing. The customer is not entitled to take physical possession of the disputed meter. To be a qualified meter testing facility, the testing facility must be capable of testing the meter to meet all meter standards and requirements of the Public Utilities Commission of the State of Colorado.

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Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

6. MEASUREMENT ERRORS

If any meter is so tested and found to be running more than 2% fast in excess of the error tolerances allowed by Commission rule, the Company shall refund one-half of the excess charge for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed two years.

If any meter is so tested and found to be running more than 2% slow in excess of the error tolerances allowed by Commission rule, the Company may charge for one-half of the under-billed amount for the period dating from the discovery of the meter error back to the previous meter test, with such period not to exceed six months.

If any meter is found not to register, registers intermittently, or partially registers for any period, the Company may estimate and bill for consumption of natural gas used but not registered on the meter by averaging the amounts used under similar operating conditions during like periods immediately preceding or subsequent thereto, or over a corresponding period in the previous year.

In the event of under-billings the cause of which is not provided for above in this Section 6, Measurement Errors, including, but not limited to an incorrect multiplier, incorrect register, or a billing error, the Company may charge for the period during which the under billing occurred, with such period not to exceed six months. In the event of over-billings the cause of which is not provided for above, the Company shall refund for the period during which the over billing occurred, with such period not to exceed two years.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
STANDARDS**

7. BILLING AND METER READING

The Company will exercise all reasonable means to assure computation of all bills for natural gas service. The Company may submit a bill which includes estimated consumption. All bills rendered shall contain the information required by Rule 4401(a) of the Commission's Rules. Absent good cause shown, the Company shall read a meter monthly. The Company, for good cause shown, shall read a meter at least once every six (6) months. In the event the Company uses a multiplier, the Company shall disclose the same on the customer's bill.

In the event of an over-billing, the Customer may elect to receive the refund as a credit against future billings or as a one-time payment. If the Customer elects a one-time payment, the Company shall make the refund within 30 days. Such over-billings shall not be subject to interest.

8. HEATING VALUE

"Heating Value" shall mean the number of British Thermal Units produced by the combustion in a calorimeter at constant pressure, of the amount of gas which would occupy a volume of one cubic foot when saturated with water vapor and at a temperature of 60 degrees Fahrenheit and under an absolute pressure of 14.73 pounds per square inch, with air of the same temperature and pressure as the gas when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state. A change in minimum heating value by the Company shall require an appropriate adjustment, if any, to rates. The Company shall promptly readjust its customers' appliances and devices as required by the Commission's rules to the extent such readjustment is necessitated as a result of a change in the minimum heating value and is necessary to render proper service if the readjustment is required for safe and efficient use. The minimum monthly average heating value as determined above per cubic foot of natural gas sold by Company shall be:

- (a) For gas sold in Fremont County, not less than 968 British Thermal Units.
- (b) For gas sold in Baca, Bent, Chaffee, Dolores, Gunnison, Kiowa, LaPlata, Moffat, Montezuma, Prowers, Rio Blanco, Routt, Saguache, San Miguel and Weld Counties, not less than 950 British Thermal Units.

The Company may from time to time, in its sole discretion, use such tests as may be common in the industry to test the gas quality as required by Rule 4202(f) of the Commission's Rules.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

9. PRESSURE

The Company will maintain the gas pressure at the outlet of the meter with as little variation as practicable.

For service at low pressure, from standard distribution systems, the gas will be delivered at a pressure of 6 inches water column, plus or minus 2 inches water column. Gas may be delivered at higher pressure where operating conditions are such that the Company deems a higher pressure necessary. However, Company reserves the right to specify the pressure to be carried at the point of delivery.

10. LEAK REPAIR

Atmos Energy has a public awareness program that includes education efforts to its customers and the general public concerning steps to take if someone smells or thinks they smell gas.

Atmos Energy's toll-free emergency number is 1-866-322-8667. This number is answered 24 hours a day.

Atmos Energy does not charge a customer or a member of the general public for reporting a potential gas leak.

Reports of potential gas leaks are recorded on an order and a technician is dispatched to investigate. In the event the technician determines there is a leak on a Company facility, the technician will take immediate steps to protect life then property.

Definition:

Company Facility: A pipeline that is used for the delivery of natural gas to Company customers and is not owned or operated by another party.

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Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

These Rules and Regulations set forth the Service Line and Main Extension Policy of the Company available in all territory served by the Company. Extension of the Company's facilities shall be made in accordance with the rates and rules and regulations set forth in the Company's tariff, as well as in accordance with the public utilities law of the State of Colorado.

General Provisions

Where natural gas service is to be supplied from a transmission main, all requests for such service are subject to the approval of the pipeline company owning the particular transmission main and to the rules of such pipeline company pertinent to the location of the transmission main, tap, etc. The Company also reserves the right to limit the location and number of or to reject applications for service requiring transmission main taps. Inasmuch as the Company does not own, operate and maintain transmission mains, the Company is not responsible for the continued delivery of gas to customers served therefrom should the pipeline company re-route, abandon, or otherwise discontinue use of the transmission main or should operating conditions be so changed as to make the supplying of service directly therefrom too hazardous, difficult, or impractical, in the opinion of the Company, to be continued.

In all cases, the facilities provided will be constructed by the Company, or Company approved Contractors, in accordance with the Company's specifications and shall be, at all times, the property of the Company to the point of delivery. Main extension and transmission main regulator station contracts will be based upon the Company's estimate of the cost of constructing and installing the facilities necessary to adequately supply the service requested by Customer. Such cost will include the cost of all materials, labor, rights-of-way, etc., together with all incidental and overhead expenses connected therewith. Where special items, not incorporated in said specifications, are required to meet local construction conditions, the cost thereof will also be included.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

Definition of Terms

Construction Allowance

The amount of Construction Costs of Main and Service Line that is refundable to the Subscriber upon conditions prescribed in the Construction Deposit Refund section.

Construction Costs of Main & Service Lines

The construction cost of Main Extensions & Service Lines shall include the Company's estimate of the combined costs of all facilities necessary to the main extension and/or reinforcement, including satisfactory rights-of-way. The construction cost for Service Lines shall include the Company's estimated cost to install the service line.

Construction Payment

The required amount advanced by Subscriber to pay all construction costs, including gross-up for taxes, related to a new main extension.

Extension Completion Date

The date on which the construction of a main extension is completed as shown by the Company's records.

Main Extension

Distribution or supply mains, including all facilities, necessary to supply service to additional customers. Appurtenant facilities are short stop fittings, tees, caps, tracer wire, anodes, markers, cathodic protection, risers, etc. required to complete the main line or service line.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

Definition of Terms (continued)

Main Reinforcement

Increase in size or number of existing facilities necessitated by Subscriber's estimated gas or pressure requirements.

Point of Delivery

Point where the Company's gas service connection is connected to the gas meter.

Service line

The supply pipe extending from the distribution main to and including the first valve or cock past the meter.

Subscriber

The individual or entity that requests a Main Extension, and/or Service Line extension.

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

Gas Main and Service Line Installations

SERVICE LINES

For gas service of a permanent character, the Company will install the necessary gas service meter, service regulator, and Service Line as set out herein.

The ownership of the Service Line and meter shall be vested in the Company and the control of same shall remain with the Company while customer is connected to Company's distribution main. As a condition of receiving service, the customer and/or Subscriber shall be deemed to have granted an easement to the company for all necessary facilities. The Subscriber is responsible for the cost of the Service Line in excess of the Construction Allowance. The Construction Allowances are:

1. Residential Service ⁽¹⁾ - \$920.00
2. Small Commercial Service ⁽²⁾ - \$1,540.00
3. Commercial Service ⁽³⁾ - \$1,540.00

GAS MAIN EXTENSIONS

The Subscriber is responsible for the cost of the Main Extension in excess of the Construction Allowance. The Construction Allowances are:

1. Residential Service ⁽¹⁾ - \$500.00
2. Small Commercial Service ⁽²⁾ - \$2,070.00
3. Commercial Service ⁽³⁾ - \$2,590.00

Note 1 – Applicable to applicants having expected annual consumption less than or equal to 2,500 Ccf.

Note 2 – Applicable to applicants having expected annual consumption greater than 2,500 Ccf and less than or equal to 5,000 Ccf.

Note 3 – Applicable to applicants having expected annual consumption greater than 5,000 Ccf.

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**RULES AND REGULATIONS
NATURAL GAS SERVICE
SERVICE LINE AND MAIN EXTENSION POLICY**

Gas Main and Service Line Installations (continued)

Construction Payment Refunds

Under a Main Extension Agreement, the Subscriber is to be eligible for a refund amount equal to the Construction Allowance as provided in this tariff. Within a five (5) year refund period, with said period commencing on the date of the Main Extension Agreement, the Subscriber can also receive an additional Construction Allowance payment for each new customer meter connection, provided that the connection is to a location where service has not been previously rendered and that additional main construction or extension is not required. A refund is considered earned at the time a gas meter is originally connected at any point on a main extension covered by the Main Extension Agreement. The refund will be calculated and paid at least once a year at a time determined by the Company. The aggregate amount of all refunds shall not, in any event, exceed the amount of the Construction Payment. The right to a refund of any deposit remaining unrefunded at the end of the specified refund period (5 years) shall cease.

Reinforcements

The Subscriber requesting service, including requests for new developments, of such a size and magnitude as to effect the integrity and reliability of the gas distribution system without additional reinforcement shall be responsible for the reinforcement costs and said costs will be included as part of the overall Service Line and Main Extension cost to the Subscriber. Such reinforcement costs will be entitled to a Construction Deposit Refund in a manner similar to other Service Line & Main Extension refunds. Where gas distribution system reinforcements are required to supply an applicant for residential or commercial gas service, the Company will make such reinforcement at its expense. For other classes of service any reinforcement shall be made in accordance with individual agreements between applicant and the Company based upon the amount, character and permanency of the load.

Temporary and Intermittent Service

When service under any rate will be temporary or intermittent in character, the connection and extension shall be made at option of the Company, and only where the Company has adequate capacity available for the class of service applied for. Applicant shall pay to the Company, in advance, its estimated cost of labor, material, supervision, etc., incidental to installing and removing necessary mains, service meters, and other equipment required, less the salvage value of such materials and equipment.

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ATMOS ENERGY CORPORATION
1555 Blake St., Suite 400
Denver, Colorado 80202

Colo. P.U.C. No. 7 Gas
Original Sheet No. R27

(Reserved for Future Use)

**DO NOT WRITE
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Advice Letter No. 465-Third Amended
Decision or Authority No. ____

s/Karen Wilkes
Title: Vice-President
Regulatory and Public Affairs

Issue Date: June 9, 2009
Effective Date: July 25, 2009

ATMOS ENERGY CORPORATION
1555 Blake St., Suite 400
Denver, Colorado 80202

Colo. P.U.C. No. 7 Gas
Original Sheet No. R28

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Advice Letter No. 465-Third Amended
Decision or Authority No. ____

s/Karen Wilkes
Title: Vice-President
Regulatory and Public Affairs

Issue Date: June 9, 2009
Effective Date: July 25, 2009

NATURAL GAS RATES

(General Service Classification)

OPTIONAL EXCESS FLOW VALVE (“EFV”) SERVICE

Starting in 2009, the US Department of Transportation Pipeline and Hazardous Materials Safety Administration (“PHMSA”) required installation of an EFV on all new or replacement service lines in piping systems with pressures of 10 psig or greater. In April 2017, PHMSA amended the requirement to include installations of EFVs on all new and replaced service lines for entities with known loads of up to 1,000 standard cubic feet per hour (“SCFH”). PHMSA additionally specified that existing customers with known loads up to 1,000 SCFH be given the option to request the installation of an EFV on their existing service line.

Payment responsibility for costs associated with the installation of EFVs in varying operational and maintenance categories will be implemented as follows:

- New service installation: Cost of EFV and installation will be based on the “Service Line and Main Extension Policy” on Tariff Sheet R25.
- Installation as part of a company initiated facility replacement: Cost of EFV and installation will be the responsibility of the Company.
- Installation on an existing service as a result of a customer request: Cost of EFV and installation will be solely at the customer’s expense. These costs will include fully loaded labor, equipment, and material costs for the installation and removal or repair of asphalt, concrete, sod, landscaping, and piping. Upon receipt of a customer request, the Company will determine if an EFV already exists. If no EFV is present, then the company will provide the customer an estimate of the total cost of work and payment is required prior to installation.

Customers who want an EFV removed from their service line will be charged the actual cost to remove the EFV. Again, the fully loaded labor, equipment and material costs for the removal and repair of asphalt, concrete, sod, landscaping and piping will be paid by the customer.

End User

Any person or entity that has completed a Request for Transportation Service, has executed a Transportation Service Agreement, and is receiving service under the transportation rate schedule. End User may also execute a Gas Transportation Agency Agreement to assign balancing, nomination, scheduling and delivery obligations under this tariff to a third party. End User is the person or entity that ultimately uses the supply of natural gas at the Delivery Point.

Rules, Regulations or Extension Policy

GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS

Aggregation Service Agreement

An agreement between the Company and Shipper pursuant to which multiple End User Delivery Points within a Company-approved geographic area may be aggregated for purposes of determining Imbalances on the Company's System. Delivery points aggregated must be served with similar metering equipment (aggregated points must be either all EFM or all AMR) to be included in the Aggregation Service Agreement.

Allocation(s)

Actual quantity of Shipper's gas supplies, as determined by Interconnecting Parties(s), to be delivered to the Company for a End User.

Automated Meter Reading (AMR) Equipment

Automated metering equipment installed on Qualifying Meter Sets necessary to allow daily and/or hourly information to be recorded, stored, and accessed remotely during the normal reading cycle via short-wave signal from Company equipment.

Availability

Transportation service is available to all Small Commercial, Commercial and Irrigation Customers within the Company's service territory where unsubscribed firm gas supply capacity exists.

BTU

One BTU is the quantity of energy that must be added to one pound (avoirdupois) of pure water to raise its temperature one degree Fahrenheit under standard pressure conditions. The Company will accept BTU determination by the Interconnecting Party.

Business Day

Business Day shall mean each Day excluding Saturday, Sunday and Company recognized holidays.

Billing Pressure Base

14.65 p.s.i.a.

CCF

100 cubic feet of gas at Billing Pressure Base

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS (continued)

Contract Period

The period of time commencing on the effective date of the agreement through the primary term, and any automatic extension thereto that may be agreed to by the parties, as specified in the Transportation Service Agreement.

Curtailement

The inability of the Company to provide gas transportation due to non-receipt of Shipper's gas supply.

Day

A period of twenty-four (24) consecutive hours, beginning at 8:00 a.m. Mountain Standard Time (or Mountain Daylight Time, as applicable) or such other consecutive 24 hour period as designated the Company.

Dekatherm

One Dekatherm shall mean 1,000,000 Btu's.

Deliveries

The volumes of gas as measured by the meter at any Delivery Point(s).

Delivery Point(s)

The point(s) where the Company delivers gas to the End User after transportation from the Receipt Point (s) as specified in an Exhibit to the Transportation Service Agreement.

Electronic Metering Equipment

Company approved EFM or AMR recording devices.

Electronic Flow Measurement (EFM) Equipment

Electronic Metering Equipment, necessary to allow remote meter reading to be taken by the Company at the End User's Delivery Point(s) via a dedicated communication line or a communication line that is dedicated within the same time interval every day. Such equipment shall be connected to an adequate power source with communication lines. Installation and ongoing maintenance of the equipment is the responsibility of the End User.

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GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS (continued)

End User

Any person or entity that has completed a Request for Transportation Service, has executed a Transportation Service Agreement, and is receiving service under the transportation rate schedule. End User may also execute a Gas Transportation Agency Agreement to assign balancing, nomination, scheduling and delivery obligations under this tariff to a third party. End User is the person or entity that ultimately uses the supply of natural gas at the Delivery Point or a supplier that supplies renewable natural gas at a Receipt Point for ultimate sale to the Company.

Equivalent Volumes

The sum of the volumes of gas, measured in Mcf, received by the Company for the account of Shipper at the Receipt Point(s) during any given period of time, reduced by the Shipper's percentage of Fuel Gas and System Losses.

Fuel Gas

A volume of gas, stated in terms of a percentage of volumes, received on behalf of Shipper at the Receipt Point, required to accomplish the transportation service hereunder. Said percentage shall be computed by the Company when a GCA is filed or as often as is deemed necessary by the Company for a reasonably accurate determination.

Gas Transportation Agency Agreement

An agreement whereby End User assigns the balancing, nomination, scheduling and delivery responsibilities under this tariff to a third party for the delivery of gas to the Company's Receipt Point(s) for transportation by the Company to the End User's Delivery Point(s).

Imbalance

The difference between the quantity of End User's gas at the Receipt Point(s), which may be allocated by the Interconnecting Party, less Fuel Gas, System Losses, and the quantity of gas delivered to the End User's Delivery Point(s). In the event that a Shipper has executed an Aggregation Service Agreement, the Delivery Points identified in the agreement shall be combined when determining the existence of an Imbalance.

**DO NOT WRITE
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Advice Letter No. 573
Decision or Authority No. ____

s/Jared N. Geiger
Title: Vice President
Rates and Regulatory Affairs

Issue Date: March 22, 2021
Effective Date: June 1, 2021

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Rules, Regulations or Extension Policy

GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS (continued)

Interconnecting Party

The operator of the facilities immediately upstream of the point of interconnection between the facilities of the Company and the pipeline, residue plant, or well head.

Interruption

The inability of the Company to provide gas transportation service to an End User due to constraints on the Company's system.

MCF

A 1,000 cubic feet of gas at Billing Pressure Base. Atmos Energy Corporation transportation customers will be billed in MCF.

Month

The period beginning at 8:00 a.m. Mountain Standard Time (or Mountain Daylight Time, as applicable) on the first day of any calendar month and ending on the first day of the following calendar month at 8:00 a.m. Mountain Standard Time (or Mountain Daylight Time, as applicable).

Nominations

The quantity of gas supplies requested to be transported on the Company's System for a specific Day. Nominations are to be adjusted to include Fuel Gas and System Losses and shall be made on a Dekatherms basis.

p.s.i.a.

Pressure in pounds per square inch absolute.

Qualifying Meter Set

A meter that has a constant delivery pressure (accomplished by having a gas regulator set just prior to the meter) and that is mechanically capable of accepting an AMR device.

Receipt Point(s)

The point of interconnection between the facilities of the Company and the Interconnecting Party wherein the Company receives gas for the account of Shipper for transportation on the Company's System.

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Rules, Regulations or Extension Policy

GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS (continued)

Request for Gas Transportation Service

A written request for transportation service submitted by any End User in the form provided by the Company.

Shipper

The person or entity that is responsible for balancing, nominating, scheduling and delivering natural gas into the Company's System. The End User can assign this responsibility by executing a Gas Transportation Agency Agreement with a third party or act as its own Shipper.

System

The pipeline, compressor stations, regulator stations, meters, gas processing facilities, or other related facilities owned or operated by the Company and utilized in providing transportation service.

System Losses

A volume of gas, stated in terms of a percentage of volumes, received on behalf of Shipper at the Receipt Point, to compensate for lost or otherwise unaccounted for gas during transportation of gas to End User's Delivery Point.

Transportation Service Agreement

An agreement between the Company and the End User for the movement of gas on the Company's System between the Receipt Point(s) and Delivery Point(s). No agreement shall be for a term of less than one year.

Year

A period of 365 consecutive Days or 366 Days if such period includes February 29.

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GAS TRANSPORTATION TERMS AND CONDITIONS

END USER RESPONSIBILITIES

Electronic Metering Equipment

Each End User receiving transportation service shall be required to have usage metered and recorded electronically. The type of electronic metering necessary shall be determined by the type of measurement facilities required to serve the customer's needs. An End User whose metering facility is not supported by an adequate power source and/or analog communication lines for EFM equipment, such as a rural Irrigation environment, may use AMR equipment. An EFM device shall be required for all End Users, except for Irrigation customers, whose loads are: 1) non-heat sensitive in nature; and 2) capable of swinging substantially. In addition, the Company reserves the right to require that an EFM device be installed on any end use meter where, in the Company's reasonable judgment exercised in a non-discriminatory manner, it determines that there has been a persistent and abusive failure by the Shipper to balance nominations with deliveries and usage on the Company's system.

End User assumes responsibility for the installation costs of the Electronic Metering Equipment. The End User shall provide adequate space to allow for the installation and function of the required equipment. The equipment may be installed by the Company or by a Company approved third party contractor. Installation costs include labor, material, taxes, and overhead to install the Electronic Metering Equipment and/or required facilities and/or equipment to electronically monitor usage. The End User shall be responsible for all costs associated with any non-Electronic Metering Equipment related work performed and/or equipment installed at the End User's request in conjunction with the installation of Electronic Metering Equipment. All such facilities and/or equipment shall become the sole property of Company. Payment shall be due from the End User at the time equipment is installed, unless previous arrangements are made in writing with the Company.

Company shall endeavor to coordinate the installation of all facilities required herein with the End User as soon as practicable. Company shall notify the End User of its intent to install Electronic Metering Equipment, as well as the scope and estimated cost thereof. An End User's acceptance of Company's installation plan shall be assumed unless the End User declines in writing within 15 days of Company's notice. An End User that declines Company's Electronic Metering Equipment installation, or does not elect to utilize a Company-approved third party installer, or that does not install and/or maintain an operable communication circuit for EFM equipment, all as required by this tariff, shall be ineligible for transportation service.

Communication Line Installation & Maintenance

Each End User receiving transportation service under this tariff that installs EFM Equipment pursuant to the provisions of this tariff sheet will, at its expense, install and maintain a communication line as provided herein sufficient for the electronic metering of gas quantities transported at all times during which End User receives transportation service from the Company.

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GAS TRANSPORTATION TERMS AND CONDITIONS

END USER RESPONSIBILITIES (continued)

Communication Line Installation & Maintenance (continued)

End User shall provide a voice quality touch-tone communication line for the EFM Equipment to the meter via conduit, suitable underground cable, or properly mounted outdoor grade wire of sufficient length to extend to the meter index, plus an additional five feet for wiring of the instruments prior to initiation of service by the Company. Communication wire installation will be subject to the National Electric Safety Code Requirement. End User shall coordinate installation of the communication line with the Company. The Company must be able to dial directly into the instrument, at a time interval established by the Company, and the instrument must be able to dial out to the Company when in alarm condition without any potential of interruption from internal customer communications equipment, such as fax machines, shared switching devices, voice mail or computer modems. End User shall maintain the communication line and cause any interruption in service over the communication line to be repaired as soon as possible. End User will notify the Company in advance of any planned outages.

In the event the communication line is out of service for a period of more than two (2) Days, the End User shall take all necessary measures to ensure the communication line is reactivated and operational within a period not to exceed two (2) weeks. End User shall also be responsible for notifying Shipper of any communication outage.

During any period in which the communication line is out of service, Shipper shall nevertheless be responsible for complying with any Operational Flow Order issued by the Company or any applicable Interconnecting Party. Shipper shall likewise be responsible for making transportation nominations on behalf of the End User to the Company in accordance with the Company's scheduling and nomination procedures. If the Company is required to make site trips(s), in addition to the initial trip made by the Company to confirm the communication line outage and a final trip to synchronize the meter with the communication line, the Company shall charge End User for the service charges and other related charges that may be applicable as provided under the Gas Service Schedule of Charges for rendering service in the Company's tariff.

Company shall have the right, but not the obligation, to manually obtain consumption information during the period of time that the communication line was out of service. However if no data is available from the device, usage will be prorated on a basis similar to the Company's Interconnecting Party (whether hourly, daily, or other basis) or if no such provisions, such other method of prorating usage as the Company may reasonably apply.

If the communication line is not operational for a period of two (2) weeks, and is not returned to service by the close of business on the 6th to last business day of the month, the Company will not accept transportation nominations from Shipper for that Delivery Point for the upcoming month. Such quantities shall be sold to End User at the Company's applicable sales tariff, in addition to the Imbalance penalties that may be applicable for unauthorized usage during an Operational Flow Order, Interruption or Curtailment.

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GAS TRANSPORTATION TERMS AND CONDITIONS

OTHER END USER TERMS & CONDITIONS

Curtailement & Interruption

Transportation service under this tariff is subject to receipt of adequate supplies of Shipper's gas for delivery to End User. If supplies of Shipper's gas are not available for receipt by the Company, End User shall be subject to immediate curtailment of transportation service.

Company shall have the right to interrupt transportation service under this tariff at all times when necessary to alter, enlarge, modify, repair or test any portion of the Company's distribution system or as is otherwise necessary to the operation therefor. Except for emergencies, the Company will endeavor to give advance notice to End User of its intention to interrupt service and will advise End User of the anticipated time and magnitude of each such interruption.

The Company shall have no liability to Shipper or End User whatsoever for any loss or damage whatsoever in nature that may arise out of or be related to any such interruption or curtailment of service. Interruption of service under this tariff shall be performed in accordance with this tariff as well as the Public Utilities Commission's applicable rules governing gas transportation service.

Transportation Service Agreement & Gas Transportation Agency Agreement

Service under this rate schedule shall be performed under a written Transportation Service Agreement between the End User and the Company setting forth specific arrangements as to the volumes to be transported by Company for End User including but not limited to Receipt Point(s), Delivery Point(s), methods of metering, timing of receipts and deliveries of gas by Company, and any other matters relating to individual End User circumstances. In no case will Company be obligated to transport greater quantities hereunder than those specified in the Transportation Service Agreement between End User and Company. All volumes of natural gas transported hereunder shall be of the same quality and meet the same specifications as that delivered to Company by its Interconnecting Party. For Transportation Service Agreements executed before January 1, 2020, the applicable form Transportation Service Agreement is set forth in Sheet Nos. R46D through R46H. For Transportation Service Agreements executed on or after January 1, 2020, the applicable form Transportation Service Agreement is set forth in Sheet Nos. R46 through R46D.

Service under this rate schedule assigns responsibility for nominations of End User's gas to the Shipper. End User may fulfill this responsibility or execute a Gas Transportation Agency Agreement with a Shipper. Such agreement between End User and Shipper shall include, but not be limited to, specific arrangements for volumes to be delivered to the Company's System, Receipt Point(s), Delivery Point(s), nomination and scheduling requirements, imbalance requirements, and other matters relating to individual End User circumstances.

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Rules, Regulations or Extension Policy

GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER RESPONSIBILITIES

EFM Imbalance Provisions

Shipper will be required to balance nominations with deliveries and usage on the Company's System. A shipper with usage metered with EFM Equipment shall be subject to the following provisions:

- A. The primary methodology for calculating Imbalances on the Company's System will be governed by the balancing provisions of the Interconnecting Party where such Interconnecting Party is an upstream pipeline utilized by the Shipper to deliver gas to the Company's Receipt Point and to the extent the Interconnecting Party's balancing provisions are applicable to the Company's system. Balancing fees, scheduling fees and/or penalties shall be assessed by the Company at the Interconnecting Party's tariff rates approved by, and subject to change by, the appropriate regulatory authority. Such fees shall be assessed on a monthly, daily and/or hourly basis. To the extent there is insufficient usage data available to the Company for the End User to allow it to make the necessary calculation of an Imbalance under the Interconnecting Party's balancing provisions, resolution of any such Imbalance shall be governed by the procedures set for in section (C) below.
- B. In situations where the Shipper does not utilize an upstream pipeline as the Interconnecting Party delivering gas to the Company's Receipt Point but where an upstream pipeline is nevertheless utilized by the Company to accommodate the Shipper's Imbalance, the applicable balancing provisions of such upstream pipeline shall be utilized as described in section (A) above.
- C. In situations where transportation service does not involve an Interconnecting Party with Imbalance settling procedures or where such procedures were not applied against the Company as a result of Shipper's failure to balance deliveries with nominations then the following procedures shall apply:
 - 1) If the Imbalance is negative (End User consumption exceeded receipts by Company for End User) and Imbalance volumes were approved by the Company, then the End User will purchase the Imbalance volumes from the Company at the rates described in the following "Cash Out" method:

"Cash Out" Method"

Imbalance Volumes	Cash Out Price ⁽¹⁾
First 5% of Mcf Received by Company	100% of Index Price
Next 5% of Mcf Received by Company	110% of Index Price
Over 10% of Mcf Received by Company	120% of Index Price

However, if the Imbalance volumes were not approved by the Company, then the Imbalance volumes shall be deemed to have been unauthorized and shall constitute an unauthorized overrun and may be billed at the greater of Twenty-five Dollars (\$25.00) per Mcf or the charge per Mcf made to the Company by its pipeline supplier. Imbalance volumes are deemed approved unless the Company notifies (or reasonably attempts to notify) the End User in advance that overrun gas is not available.

⁽¹⁾ The index price will be applicable cash out price for the interconnecting pipeline through which replacement or displaced gas was transported.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER RESPONSIBILITIES (continued)

EFM Imbalance Provisions (continued)

- 2) If the Imbalance is positive (receipts by the Company for the End User exceeded End User's consumption), then the Company will purchase the Imbalance volumes from the End User at the rates described in the following "Cash Out" method:

"Cash Out" Method"

Imbalance Volumes	Cash Out Price ⁽¹⁾
First 5% of Mcf Received by Company	100% of Index Price
Next 5% of Mcf Received by Company	90% of Index Price
Over 10% of Mcf Received by Company	80% of Index Price

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Shipper will be reimbursed for pipeline transportation commodity charges on cash outs associated with positive Imbalance volumes. However, the reimbursement will not exceed the lower of the Interconnecting Pipeline transportation commodity charges or the commodity charges the Company would have incurred to transport the "Cash Out" volumes.

- ⁽¹⁾ The index price will be applicable cash out price for the interconnecting pipeline through which replacement or displaced gas was transported.

- D. The End User may contract with the Company to arrange for standby gas sales service. Pricing for such service will include a non-discounted transportation rate, recovery of the applicable pipeline demand charges, and other fixed charges associated with maintaining an available standby supply. Sales gas taken under stand-by service will be priced at the Company's incremental commodity cost on the applicable pipeline.
- E. These balancing terms and conditions shall be applied by the Company in a nondiscriminatory manner and shall be applied uniformly to all similarly situated Shippers.
- F. Shippers who have executed an Aggregation Service Agreement will have the Receipt Points and Deliver Points identified in the Aggregation Service Agreement combined for purposes of applying imbalance provisions herein. However, Delivery Points covered by an Aggregation Service Agreement must utilize either EFM equipment or AMR equipment, but not both.
- G. In instances where End User's facilities do not share the Company's distribution system with sales customers and the Interconnecting Pipeline tariff provisions allow for Imbalances to be resolved through the Interconnecting Pipeline's tariffs, none of the Company's imbalance provisions described herein shall apply.

Rules, Regulations or Extension Policy

GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER RESPONSIBILITIES (continued)

AMR Imbalance Provisions

- A. Shipper will be required to balance nominations with deliveries and usage on the Company's System. A shipper with usage metered with AMR Equipment shall be subject to the following provisions:
- 1) If the Imbalance is negative (End User consumption exceeded receipts by Company for End User) and Imbalance volumes were approved by the Company, then the End User will purchase the Imbalance volumes from the Company at the rates described in the following "Cash Out" method:

"Cash Out" Method"

Imbalance Volumes	Cash Out Price ⁽¹⁾
First 5% of Mcf Received by Company	100% of Index Price
Next 5% of Mcf Received by Company	110% of Index Price
Over 10% of Mcf Received by Company	120% of Index Price

However, if the Imbalance volumes were not approved by the Company, then the Imbalance volumes shall be deemed to have been unauthorized and shall constitute an unauthorized overrun and may be billed at the greater of Twenty-five Dollars (\$25.00) per Mcf or the charge per Mcf made to the Company by its pipeline supplier. Imbalance volumes are deemed approved unless the Company notifies (or reasonably attempts to notify) the End User in advance that overrun gas is not available.

- 2) If the Imbalance is positive (receipts by the Company for the End User exceeded End User's consumption), then the Company will purchase the Imbalance volumes from the End User at the rates described in the following "Cash Out" method:

"Cash Out" Method"

Imbalance Volumes	Cash Out Price ⁽¹⁾
First 5% of Mcf Received by Company	100% of Index Price
Next 5% of Mcf Received by Company	90% of Index Price
Over 10% of Mcf Received by Company	80% of Index Price

Shipper will be reimbursed for pipeline transportation commodity charges on cash outs associated with positive Imbalance volumes. However, the reimbursement will not exceed the lower of the Interconnecting Pipeline transportation commodity charges or the commodity charges the Company would have incurred to transport the "Cash Out" volumes.

⁽¹⁾ The index price will be applicable cash out price for the interconnecting pipeline through which replacement or displaced gas was transported.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER RESPONSIBILITIES (continued)

AMR Imbalance Provisions (continued)

- B. The End User may contract with the Company to arrange for standby gas sales service. Pricing for such service will include a non-discounted transportation rate, recovery of the applicable pipeline demand charges, and other fixed charges associated with maintaining an available standby supply. Sales gas taken under stand-by service will be priced at the Company's incremental commodity cost on the applicable pipeline.
- C. These balancing terms and conditions shall be applied by the Company in a nondiscriminatory manner and shall be applied uniformly to all similarly situated Shippers.
- D. Shippers who have executed an Aggregation Service Agreement will have the Receipt Points and Deliver Points identified in the Aggregation Service Agreement combined for purposes of applying imbalance provisions herein. However, Delivery Points covered by an Aggregation Service Agreement must utilize either EFM equipment or AMR equipment, but not both.

Operational Flow Order

Shipper shall be responsible for complying with the directives set forth in any Operational Flow Order (OFO) issued by the Company. The Company will issue an OFO to alleviate conditions that, in the sole judgment of the Company, jeopardize the operational integrity of Company's System required to maintain system reliability.

Upon issuance of an OFO, the Company will direct Shipper to comply with one of the following conditions: (a) Shipper must take delivery of an amount of natural gas from the Company that is no more than the hourly or daily amount being delivered by the Interconnecting Party to the Company for the Shipper; or (b) Shipper must take delivery of an amount of natural gas from the Company that is no less than the hourly or daily amount being delivered by the Interconnecting Party to the Company for the Shipper.

Provision of oral notice by telephone to Shipper shall be deemed as proper notice of an OFO. Shipper shall respond to an OFO by either adjusting its deliveries into Company's System or its consumption at the End User facility.

Should Shipper be unable to deliver sufficient volumes of transportation gas to Company's System, the Company will not be obligated hereunder to provide standby quantities for purposes of supplying such End User's requirements.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER RESPONSIBILITIES (continued)

Operational Flow Order (continued)

All volumes taken by End User in excess of volumes delivered by Interconnecting Party to Company for Shipper in violation of the above "condition (a)" OFO shall constitute an unauthorized delivery by Shipper on the Company's System. All volumes taken by Shipper less than volumes delivered by Interconnecting Party to Company for Shipper in violation of "condition (b)" OFO shall constitute an unauthorized delivery by Shipper to Company. Shipper shall be charged the greater of \$35.00 per Mcf or 125% of the actual charge made to Company by the Interconnecting Party, plus any other charges applicable under this tariff for such unauthorized receipts or deliveries that occur during the OFO.

Company will not be required to provide service under this tariff to any Shipper that does not comply with the terms or conditions of an OFO. Payment of charges hereunder shall not be considered an exclusive remedy for failure to comply with the OFO, nor shall the payment of such charges be considered a substitute for any other remedy available to Company.

Scheduling of Receipts & Deliveries

- A. At least ten Days prior to the beginning of each Month, Shipper shall notify the Company, in a form approved by the Company, of the daily Equivalent Volumes for which transportation service is desired for each Day of the immediately following Month. Shipper will give Company at least two Business Days written or confirmed electronic notice of any subsequent changes to its scheduled daily deliveries of natural gas flow. Should the Shipper fail to cause End User's gas to be supplied to the Company for transportation service, Shipper will immediately notify the Company of this condition.
- B. Confirmation – The Company will confirm or deny monthly and daily nominations with the Interconnecting Party no later than one Business Day prior to gas flow. Nominations will not become effective until the Company has confirmed the nominated receipts with the Interconnecting Party. Shipper shall be responsible for verifying the availability of supplies from the Interconnecting Party prior to gas flow, and notify Interconnecting Party to make corresponding confirmations of supply to Company. Any discrepancy between Shipper's nominations to the Company and Shipper's nominations to the Interconnecting Party will result in Shipper receiving the lesser of these two quantities.
- C. Delivery – Shipper will cause gas to be delivered to the Company by the Interconnecting Party at a constant flow rate throughout the day equal to an hourly flow rate of 1/24th of daily nomination. If gas is delivered to the Company by the Interconnecting Party at an inconsistent rate and Company operations are negatively affected, Company will have authority to restrict Shipper's quantities or adjust End User's nomination to an amount that will eliminate any such negative effect on the Company's operations.

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GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER RESPONSIBILITIES (continued)

Scheduling of Receipts & Deliveries (continued)

D. Imbalance Nominations – In addition to monthly and daily nominations described herein, Shippers with EFM devices may make specific nominations for Imbalance gas in the month following an Imbalance to cure such imbalance in accordance with Interconnecting Pipeline provisions for curing Imbalance volumes. Shippers electing to nominate Imbalance gas shall be made separately from any other nominations and shall be specifically designated as Imbalance nominations. Such Imbalance nominations shall be received by the Company no later than three Days after the close of the previous month. Imbalance nominations must be confirmed by the Interconnecting Pipeline prior to being accepted by the Company and Imbalance volumes shall be deemed to have been received last through the End User’s meter. If Imbalance nominations are not separately nominated by the Shipper or if no Interconnecting Pipeline provisions for nominating Imbalance gas exist, the Shipper will be cashed out for the full amount of Imbalance gas at in accordance with the Company’s imbalance provisions.

OTHER END USER & SHIPPER TERMS & CONDITIONS

Billing & Payment

Except for adjustments due to imbalance penalties, statements for transportation of End User’s gas shall be rendered by the Company to the End User each month following delivery or as soon as practicable. If the End User fails to pay for the service provided under any tariff of the Company, then the Company may discontinue service in accordance with the Public Utilities Commission’s rules and regulations governing natural gas service.

For transportation accounts not covered by an Aggregation Service Agreement, statements for balancing fees, scheduling fees and/or penalties shall be rendered by the Company to Shipper each month following delivery of transportation service to the End User. If Shipper fails to pay for these fees then the Company shall be entitled to discontinue service to End User in accordance with the Public Utilities Commission’s rules and regulations governing natural gas service.

For transportation accounts covered by an Aggregation Service Agreement, statements for aggregated Imbalance cash-outs shall be rendered by the Company to Shipper each month following delivery of transportation gas to End User. In the event of non-payment, Shipper will no longer be qualified to aggregate individual meter points for purposes of determining Imbalances on the Company’s System for a minimum period of one year. Additionally, Company will recalculate each End User account as if no Aggregation Service Agreement was in effect (which may include proration) and forward a bill to each affected End User for payment. Company shall be entitled to discontinue service to End User in accordance with the Public Utilities Commission’s rules and regulations governing natural gas service if such bill is unpaid by End User.

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GAS TRANSPORTATION TERMS AND CONDITIONS

OTHER END USER & SHIPPER TERMS & CONDITIONS (continued)

Billing & Payment (continued)

All statements shall be deemed final as between the parties unless questioned in writing within one hundred twenty (120) days after the date of the bill unless transported volumes are reallocated by the Interconnecting Party. The monthly billing period shall be the same billing period as utilized by the Interconnecting Party delivering Shipper's gas into the Company's system.

Unavailability of Transportation Service

If End User returns or is converted to gas sales service, transportation service shall not be available to End User for a period of one Year. This provision may not be applied by the Company in the event End User's unaffiliated Shipper fails to perform under the terms of the Gas Transportation Agency Agreement or Aggregation Service Agreement.

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AGENCY LETTER FORM

Dated: _____

Atmos Energy Corporation
Attn: Sales Manager

Dear Sirs:

This letter is to inform you that our company, _____, has entered into a gas sales agreement with _____ to purchase our natural gas requirements, which gas is to be transported through your system. This letter serves as the appointment of _____ as our agent to nominate our monthly gas requirements for delivery through your system and to resolve any monthly gas imbalances we may have directly with you on our behalf, and to make or receive any monthly imbalance cash-outs on our behalf, under the terms and conditions of your tariff on file with the Colorado Public Utilities Commission.

We understand that if our agent does not resolve a monthly imbalance with you on our behalf in a timely manner or in accordance with your applicable tariff requirements, that you may resolve such monthly imbalance directly with us in accordance with the terms of our gas transportation agreement with you, or, if we do not have a gas transportation agreement with you, then in accordance with your applicable tariff provisions.

We will notify you in writing as soon as practical in the event our agency with our agent appointed herein is terminated or withdrawn and you may rely upon this letter until your actual receipt of such notice.

Sincerely,

Title: _____

cc: Atmos Energy Corporation
Attn: Sales Manager

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ATMOS ENERGY CORPORATION
1555 Blake St., Suite 400
Denver, Colorado 80202

Colo. P.U.C. No. 7 Gas
First Revised Sheet No. R45A
Cancels Original Sheet No. R45A

Date _____

Atmos Energy Corporation
Attn: Sales Manager

Sir:

This Letter is to inform you of our entering into a Gas Sales Agreement with _____
_____ to purchase our natural gas requirements to be transported through
your system. In addition, this letter serves as a request for a Transportation Service Agreement with ATMOS
ENERGY CORP. I understand that I will be responsible for any costs associated with changing from a sales
customer to a transportation customer as stated in ATMOS ENERGY CORP.'s Transportation Tariffs as filed
with the Colorado Public Utilities Commission.

This Letter constitutes _____'s authorization and appointment to act
as agent on our behalf to nominate and deliver our monthly natural gas requirements to be transported by
ATMOS ENERGY CORP. to our facilities.

The following information is provided to expedite at your earliest convenience the necessary arrangements to
complete this agreement.

Company Legal Name: _____
Address: _____
Town / State / Zip _____
Contact Person _____
Position / Title _____
Phone # Fax # _____ Fax # _____
Account Number (s) _____

All Gas Supply Nominations will be sent to:
ATMOS ENERGY CORP
Nominations & Scheduling
E-mail _____@atmosenergy.com

Sincerely,

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Advice Letter No. 564

s/Jared Geiger

Issue Date: November 15, 2019

Decision or Authority No. ____

Title: Vice-President
Rates and Regulatory Affairs

Effective Date: January 1, 2020

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SAMPLE DOCUMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this -day of , 20--, by and between ATMOS ENERGY CORPORATION, a Texas and Virginia corporation, hereinafter called "Company," and , hereinafter called "Transportation Customer."

WITNESSETH:

WHEREAS, Transportation Customer has by separate agreement acquired supplies of natural gas from the supplier as specified in Exhibit "A attached hereto, hereinafter referred to as "Transportation Customer's gas," to be delivered to Delivery Point(s) as specified in Exhibit "A"; and

WHEREAS, Transportation Customer will cause Transportation Customer's full gas requirements to be delivered to Company's Receipt Point(s) as specified in Exhibit "A; and

WHEREAS, Transportation Customer has requested and Company agrees to utilize Company's gas distribution facilities to receive and transport Transportation Customer's gas from an interconnecting pipeline to a Delivery Point(s), as specified in Exhibit "A, on a firm capacity and/or supply basis.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. Agreement to Transport. Company shall transport equivalent volumes of Transportation Customer's gas from the Receipt Point(s) to the Delivery Point(s), as described in Exhibit "A, attached hereto and made a part hereof by this reference, subject to (i) the terms and conditions of Company's appropriate Firm Transportation Service Tariff and Rules and Regulations (the "Tariff") on file with the Colorado Public Utilities Commission ("PUC"); (ii) the availability of system capacity in Company's distribution facilities for transportation of such gas; and (iii) receipt of adequate supplies of such gas by Company. Unless otherwise defined herein, capitalized terms used herein shall have the meanings thereof as defined in the Tariff. In the event that adequate system capacity is unavailable, Transportation Customer is subject to interruption of transportation service. In the event that supplies of Transportation Customer's gas are unavailable, Transportation Customer is subject to curtailment of transportation service.

2. Charges. Service provided by Company under this Agreement shall be paid for by Transportation Customer at the charges set forth below for the Initial Term. After the Initial Term, charges shall be the Company's then-effective Tariff Rates, as may be changed from time to time.

Service Fee, per month	\$. ____
Facility Charge, per meter, per month	\$. ____
Transportation Charge, all gas transported, per Mcf at 14.65 psia	\$. ____

The foregoing charges shall accrue from the date of first delivery of Transportation Customer's gas, as specified in Exhibit "A," and shall continue thereafter for the term of this Agreement.

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FIRM TRANSPORTATION SERVICE AGREEMENT

3. Metering. Company shall meter total amounts of natural gas actually delivered to Delivery Point(s). Such metering shall be at locations determined by Company and shall be owned, operated and maintained by Company.

4. New or Additional Facilities. Transportation Customer agrees to pay Company for any new or additional facilities that may be required at Delivery Point(s) to accomplish transportation service hereunder. If such new or additional facilities are required at any time during the term of this Agreement, Company shall inform Transportation Customer of the need for such facilities and the installation costs associated with said facilities. Transportation Customer shall have sixty (60) days from the date of said notification in which to approve the expenditure for such facilities. Should Transportation Customer decide not to approve the installation of said new or additional facilities, Company shall have the right to terminate this Agreement. All facilities installed by Company shall continue to be owned, operated and maintained by Company.

5. Liability. Each party shall be responsible for any and all claims for injury to person or persons or damage to property occurring on its respective side of the Delivery Point(s); provided, however, that nothing herein contained shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its officers, employees or agents. In no event shall either party be liable for damages in an amount greater than the degree or percentage of negligence or fault attributable to that party. Each of the parties hereto shall be solely responsible for the injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished or maintained by such party.

6. Force Majeure. The term Force Majeure shall mean circumstances not within the control of the parties and which, by the exercise of due diligence, the affected party is unable to overcome. Force Majeure shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accident to wells, machinery or lines of pipe, freezing of wells or lines of pipe and partial or entire failure of wells. The term Force Majeure shall also include the inability or delay of a party to acquire, at reasonable cost, materials, supplies, servitudes, right of way grants, transportation agreements with parties other than Company, permits, licenses or permissions from any governmental agency to enable such party to fulfill its obligations hereunder.

In the event either party is rendered wholly or partially unable to carry out its obligations under this Agreement due to a Force Majeure event, such party shall give notice and provide the full particulars of such Force Majeure, in writing or by electronic data transmitted to the other party as soon as is reasonably possible after the occurrence of the caused relied on. The obligations of the parties, other than to make payments of amounts due hereunder, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. The affected party shall use good faith and due diligence to remedy the Force Majeure event in a commercially reasonable manner.

**DO NOT WRITE
IN THIS SPACE**

Advice Letter No. 564
Decision or Authority No. ____

s/Jared Geiger
Title: Vice-President
Rates and Regulatory Affairs

Issue Date: November 15, 2019
Effective Date: January 1, 2020

FIRM TRANSPORTATION SERVICE AGREEMENT

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

7. Term -Effective Date. This Agreement shall be in full force and effect for an Initial Term of ____ year(s) from and after the date shown on the first page of this Agreement, and shall extend thereafter from year to year, unless and until terminated by either party upon at least thirty (30) days' written notice to the other party prior to the expiration of said one (1) year period or any yearly period thereafter.

8. Assignment -Consent. This Agreement shall not be assigned by Transportation Customer without prior written consent of Company, and shall apply only to the transportation of natural gas to Delivery Point(s) as listed on the attached Exhibit "A."

9. Other Terms and Conditions.

- (a) Transportation Customer acknowledges and agrees that gas transportation service provided hereunder is subject to the terms and conditions of Company's applicable gas transportation tariff as on file and in effect from time to time with the Public Utilities Commission of the State of Colorado, "PUC", and such terms and conditions which are incorporated herein as part of this Agreement.
- (b) This Agreement, and all its rates, terms and conditions as set out in this Agreement and as set out in the tariff provisions which are incorporated into this Agreement by reference, shall at all times be subject to modification by order of the "PUC" upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the "PUC" to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the "PUC."
- (c) If the End-Use or Transportation Customer uses a marketing broker for nomination, gas purchases, and balancing, the End-Use or Transportation Customer shall provide the Company with an agency agreement.
- (d) If, during the term of this Agreement, Transportation Customer fails to pay, in full, any amounts due hereunder or if Company, in its sole judgment, determines that the financial responsibility of Transportation Customer has become impaired or unsatisfactory, advance cash payment or other adequate assurance of payment, in form and amount reasonably determined by Company, shall be given by Transportation Customer upon demand of Company and transportation of gas hereunder may be refused until such payment or assurance is received. If such payment or assurance is not received by Company within fifteen (15) days after demand, Company may immediately terminate this Agreement. Company may terminate this Agreement immediately upon the institution by or against Transportation Customer of any proceedings in bankruptcy or under any insolvency law.

**DO NOT WRITE
IN THIS SPACE**

Advice Letter No. 564
Decision or Authority No. ____

s/Jared Geiger
Title: Vice-President
Rates and Regulatory Affairs

Issue Date: November 15, 2019
Effective Date: January 1, 2020

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FIRM TRANSPORTATION SERVICE AGREEMENT

10. Communication Line. In lieu of providing its own communication line for EFM Equipment, the Company and Transportation Customer may mutually agree to have the Company obtain and maintain the communication line associated with the EFM Equipment at any Delivery Point(s) of Transportation Customer and the cost of same, as incurred by Company, shall be invoiced to Transportation Customer and paid in accordance with invoice terms.

11. Notices. Notices to be given hereto shall be deemed sufficiently given and served upon receipt of mail that is sent by certified mail, return receipt requested, respectively addressed as follows:

TRANSPORTATION CUSTOMER: _____

Attention: _____

COMPANY: ATMOS ENERGY CORPORATION
1555 Blake St, Suite 400
Denver, CO 80202

IN WITNESS WHEREOF, the parties hereto have caused this Firm Transportation Service Agreement to be executed in their respective names by the proper officers hereunto duly authorized as of the date and year first above written.

TRANSPORTATION CUSTOMER
By: _____

Title: _____

ATMOS ENERGY CORPORATION
By: _____

Title: _____
Colorado-Kansas Division

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EXHIBIT "A"

FIRM TRANSPORTATION SERVICE AGREEMENT

DATED _____, 20__

BETWEEN

ATMOS ENERGY CORPORATION

AND

TRANSPORTATION CUSTOMER
Address

SUPPLIER

INTERCONNECTING PIPELINE

RECEIPT POINT

Delivery

Peak Day Gas Volumes

Date of First Delivery

Cus# Prem#

(1) All volumes in Exhibit "A" are billed at pressure base of 14.65 psia.

**DO NOT WRITE
IN THIS SPACE**

SAMPLE DOCUMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this -day of , 201-, by and between ATMOS ENERGY CORPORATION, a Texas and Virginia corporation, hereinafter called "Company," and , hereinafter called "Transportation Customer."

WITNESSETH:

WHEREAS, Transportation Customer has by separate agreement acquired supplies of natural gas from the supplier as specified in Exhibit "A attached hereto, hereinafter referred to as "Transportation Customer's gas," to be delivered to Delivery Point(s) as specified in Exhibit "A"; and

WHEREAS, Transportation Customer will cause Transportation Customer's full gas requirements to be delivered to Company's Receipt Point(s) as specified in Exhibit "A; and

WHEREAS, Transportation Customer has requested and Company agrees to utilize Company's gas distribution facilities to receive and transport Transportation Customer's gas from an interconnecting pipeline to a Delivery Point(s), as specified in Exhibit "A, on a firm capacity and/or supply basis.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, it is agreed as follows:

1. Agreement to Transport. Company shall transport equivalent volumes of Transportation Customer's gas from the Receipt Point(s) to the Delivery Point(s), as described in Exhibit "A, attached hereto and made a part hereof by this reference, subject to (i) the terms and conditions of Company's appropriate Firm Transportation Service Tariff and Rules and Regulations (the "Tariff") on file with the Colorado Public Utilities Commission ("PUC"); (ii) the availability of system capacity in Company's distribution facilities for transportation of such gas; and (iii) receipt of adequate supplies of such gas by Company. Unless otherwise defined herein, capitalized terms used herein shall have the meanings thereof as defined in the Tariff. In the event that adequate system capacity is unavailable, Transportation Customer is subject to interruption of transportation service. In the event that supplies of Transportation Customer's gas are unavailable, Transportation Customer is subject to curtailment of transportation service.

2. Changes. Service provided by Company under this Agreement shall be paid for by Transportation Customer at the charges set forth below.

Service Fee, per month	\$. _____
Facility Charge, per meter, per month	\$. _____
Transportation Charge, all gas transported, per Mcf at 14.65 psia	\$. _____

**DO NOT
WRITE
IN THIS SPACE**

The foregoing charges shall accrue from the date of first delivery of Transportation Customer's gas, as specified in Exhibit "A," and shall continue thereafter for the term of this Agreement.

Advice Letter No. 564
Decision or Authority No. ____

s/Jared Geiger
Title: Vice-President Rates
and Regulatory Affairs

Issue Date: November 15, 2019
Effective Date: January 1, 2020

¹ Moved from First Revised Sheet No. R46

FIRM TRANSPORTATION SERVICE AGREEMENT

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3. Metering. Company shall meter total amounts of natural gas actually delivered to Delivery Point(s). Such metering shall be at locations determined by Company and shall be owned, operated and maintained by Company.

4. New or Additional Facilities. Transportation Customer agrees to pay Company for any new or additional facilities that may be required at Delivery Point(s) to accomplish transportation service hereunder. If such new or additional facilities are required at any time during the term of this Agreement, Company shall inform Transportation Customer of the need for such facilities and the installation costs associated with said facilities. Transportation Customer shall have sixty (60) days from the date of said notification in which to approve the expenditure for such facilities. Should Transportation Customer decide not to approve the installation of said new or additional facilities, Company shall have the right to terminate this Agreement. All facilities installed by Company shall continue to be owned, operated and maintained by Company.

5. Liability. Each party shall be responsible for any and all claims for injury to person or persons or damage to property occurring on its respective side of the Delivery Point(s); provided, however, that nothing herein contained shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own negligence or the negligence of any of its officers, employees or agents. In no event shall either party be liable for damages in an amount greater than the degree or percentage of negligence or fault attributable to that party. Each of the parties hereto shall be solely responsible for the injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished or maintained by such party.

6. Force Majeure. The term Force Majeure shall mean circumstances not within the control of the parties and which, by the exercise of due diligence, the affected party is unable to overcome. Force Majeure shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests, and restraints of governments and people, civil disturbances, explosions, breakage or accident to wells, machinery or lines of pipe, freezing of wells or lines of pipe and partial or entire failure of wells. The term Force Majeure shall also include the inability or delay of a party to acquire, at reasonable cost, materials, supplies, servitudes, right of way grants, transportation agreements with parties other than Company, permits, licenses or permissions from any governmental agency to enable such party to fulfill its obligations hereunder.

In the event either party is rendered wholly or partially unable to carry out its obligations under this Agreement due to a Force Majeure event, such party shall give notice and provide the full particulars of such Force Majeure, in writing or by electronic data transmitted to the other party as soon as is reasonably possible after the occurrence of the caused relied on. The obligations of the parties, other than to make payments of amounts due hereunder, so far as they are affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. The affected party shall use good faith and due diligence to remedy the Force Majeure event in a commercially reasonable manner.

**DO NOT WRITE
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Advice Letter No. 564
Decision or Authority No. ____

s/Jared Geiger
Title: Vice-President Rates
and Regulatory Affairs

Issue Date: November 15, 2019
Effective Date: January 1, 2020

FIRM TRANSPORTATION SERVICE AGREEMENT

It is understood and agreed that the settlement of strikes or lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing party when such course is inadvisable in the discretion of the party having the difficulty.

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7. Term -Effective Date. This Agreement shall be in full force and effect for a term of one(1) year from and after the date shown on the first page of this Agreement, and shall extend thereafter from year to year, unless and until terminated by either party upon at least thirty (30) days' written notice to the other party prior to the expiration of said one (1) year period or any yearly period thereafter.

8. Assignment -Consent. This Agreement shall not be assigned by Transportation Customer without prior written consent of Company, and shall apply only to the transportation of natural gas to Delivery Point(s) as listed on the attached Exhibit "A."

9. Other Terms and Conditions.

- (a) Transportation Customer acknowledges and agrees that gas transportation service provided hereunder is subject to the terms and conditions of Company's applicable gas transportation tariff as on file and in effect from time to time with the Public Utilities Commission of the State of Colorado, "PUC", and such terms and conditions which are incorporated herein as part of this Agreement.
- (b) This Agreement, and all its rates, terms and conditions as set out in this Agreement and as set out in the tariff provisions which are incorporated into this Agreement by reference, shall at all times be subject to modification by order of the "PUC" upon notice and hearing and a finding of good cause therefor. In the event that any party to this Agreement requests the "PUC" to take any action which could cause a modification in the conditions of this Agreement, that party shall provide written notice to the other parties at the time of filing the request with the "PUC."
- (c) If the End-Use or Transportation Customer uses a marketing broker for nomination, gas purchases, and balancing, the End-Use or Transportation Customer shall provide the Company with an agency agreement.
- (d) If, during the term of this Agreement, Transportation Customer fails to pay, in full, any amounts due hereunder or if Company, in its sole judgment, determines that the financial responsibility of Transportation Customer has become impaired or unsatisfactory, advance cash payment or other adequate assurance of payment, in form and amount reasonably determined by Company, shall be given by Transportation Customer upon demand of Company and transportation of gas hereunder may be refused until such payment or assurance is received. If such payment or assurance is not received by Company within fifteen (15) days after demand, Company may immediately terminate this Agreement. Company may terminate this Agreement immediately upon the institution by or against Transportation Customer of any proceedings in bankruptcy or under any insolvency law.

**DO NOT WRITE
IN THIS SPACE**

Advice Letter No. 564
Decision or Authority No. ____

s/Jared Geiger
Title: Vice-President Rates
and Regulatory Affairs

Issue Date: November 15, 2019
Effective Date: January 1, 2020

ATMOS ENERGY CORPORATION
1555 Blake St., Suite 400
Denver, Colorado 80202

Colo. P.U.C. No. 7 Gas
Original Sheet No. R46H

FIRM TRANSPORTATION SERVICE AGREEMENT

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10. Notices. Notices to be given hereto shall be deemed sufficiently given and served upon receipt of mail that is sent by certified mail, return receipt requested, respectively addressed as follows:

TRANSPORTATION CUSTOMER: _____

Attention: _____

COMPANY: ATMOS ENERGY CORPORATION
1200 11th Avenue
Greeley, CO 80631

IN WITNESS WHEREOF, the parties hereto have caused this Firm Transportation Service Agreement to be executed in their respective names by the proper officers hereunto duly authorized as of the date and year first above written.

TRANSPORTATION CUSTOMER
By: _____

Title: _____

ATMOS ENERGY CORPORATION
By: _____

Title: _____
Colorado-Kansas Division

**DO NOT WRITE
IN THIS SPACE**

Advice Letter No. 564
Decision or Authority No. ____

s/Jared Geiger
Title: Vice-President Rates
and Regulatory Affairs

Issue Date: November 15, 2019
Effective Date: January 1, 2020

⁴ Moved from Original Sheet No. R46C

AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT

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THIS AMENDMENT TO FIRM TRANSPORTATION SERVICE AGREEMENT (“Amendment”), is made and entered into this ___ day of _____, 20__ (the “Effective Date”) by and between Atmos Energy Corporation, a Texas and Virginia corporation, hereinafter called “Company” and _____, a _____, hereinafter called “Customer”. Company and Customer may be referred to herein collectively as the “Parties”.

WHEREAS, Company and Customer entered into that certain Firm Transportation Service Agreement, dated _____, _____ (the “Agreement”); and

WHEREAS the Parties mutually desire to amend the Agreement as described below;

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

Original Section 10 is deleted in its entirety and a new Section 10 is added stating:

10. Communication Line. In lieu of providing its own communication line for EFM Equipment, the Company and Transportation Customer may mutually agree to have the Company obtain and maintain the communication line associated with the EFM Equipment at any Delivery Point(s) of Transportation Customer and the cost of same, as incurred by Company, shall be invoiced to Transportation Customer and paid in accordance with invoice terms.

A new Section 11 is added stating:

11. Notices. Notices to be given hereto shall be deemed sufficiently given and served upon recipient of mail that is sent by certified mail, return receipt requested, respectively addressed as follows:

TRANSPORTATION CUSTOMER:

COMPANY:

Atmos Energy Corporation
1555 Blake St, Suite 400
Denver, CO 80202

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Firm Transportation Service Agreement to be executed in their respective names by the proper officers hereunto duly authorized as of the date and year first above written.

TRANSPORTATION CUSTOMER

By: _____

Title: _____

ATMOS ENERGY CORPORATION

By: _____

Title: _____

Colorado-Kansas Division

**DO NOT WRITE
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ATMOS ENERGY CORPORATION		Fax To: []	For Company Use Only: Transp Agree #s: _____ New Meter Required: _____	
STANDARD FORM OR REQUEST FOR GAS TRANSPORTATION SERVICE				
SHIPPER INFO	Date: _____			
	*Shipper: _____			
	Mailing & Notice Address: _____			
	Billing Address: _____			
	Contact Name: _____			
	Phone #: _____			
	Tax ID#: _____			
	Emergency Contacts: _____			
	<i>For gas flow and other communications. Three preferred.</i>			
During Business Hours		Phone 1 _____		2 _____
After Business Hours		1 _____		2 _____
<small>* If Shipper is different from Receiving Party, then Shipper must include written authorization from Receiving Party to act on its behalf.</small>				
RECEIVING PARTY INFO	Receiving Party: _____			
	Mailing Address: _____			
	Contact Name: _____			
	Phone #: _____			
	Fax #: _____			
	Receiving Party Customer Service:			
	Existing (circle one): Prior Contract #: _____ New Facility		Requested Service (circle one)	
	Interruptible Sales	Interruptible Transport	Intermediate Transport	Firm Transport
	Firm Sales	Firm Transport	Other	Firm Capacity & Supply
	If converting from sales to transport, Electronic Meter Installation form(s) provided by (check one):			
Company <input type="checkbox"/>				Shipper <input type="checkbox"/>
<small>* Attach list showing the above information for each Receiving Party.</small>				
SERVICE INFO	INTERRUPTIBLE SERVICE		Annual	MTDG
	Receiving Party* & Facility Address		Quantity (Dth)	On Peak Demand Qty
	FIRM SERVICE		Annual	Firm Capacity
	Receiving Party* & Facility Address		Quantity (Dth)	Peak Day Quantity
			Total _____	
<small>* If more than two, attach list showing the above information for each.</small>				
FIRM SUPPLY RESERVATION DAY QUANTITY _____				

**DO NOT WRITE
 IN THIS SPACE**

Advice Letter No. 564
 Decision or Authority No. _____

s/Jared Geiger
 Title: Vice-President
 Regulatory and Public Affairs

Issue Date: November 15, 2019
 Effective Date: January 1, 2020

¹ Moved from Original Sheet No. R46

