DISCLAIMER

This site contains a copy of the Company's tariffs. The official tariffs are on file with the relevant state regulatory commissions. While every effort has been made to ensure that the tariffs on this site are accurate and are updated on a timely basis, Atmos does not warrant that they are identical in every respect to the official tariffs on file with the relevant regulatory agencies and expressly disclaims any responsibility or liability for any differences.

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THIS DOCUMENT LAST UPDATED APRIL 1, 2026

ATMOS ENERGY CORPORATION

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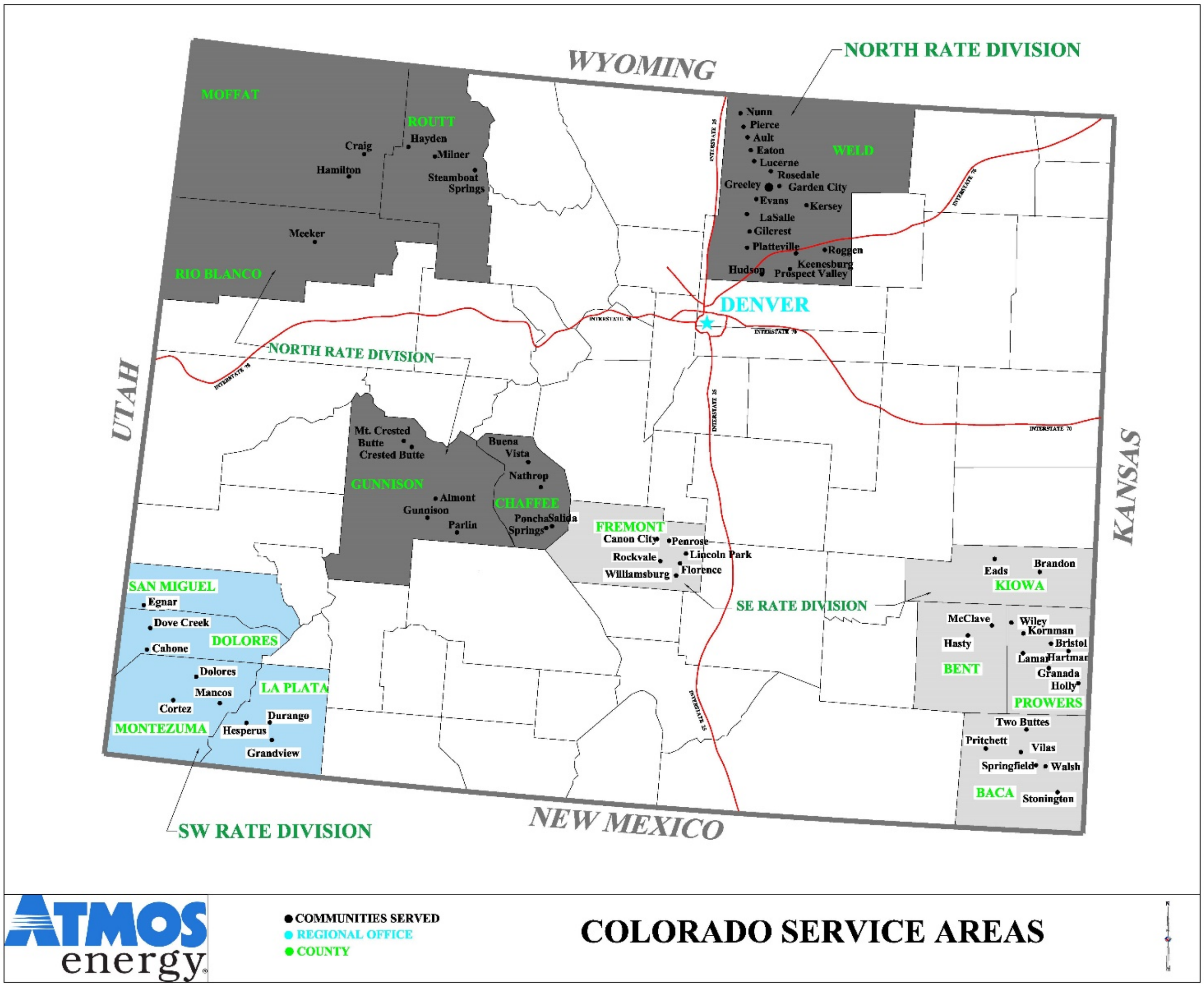
ATMOS ENERGY CORPORATION
1555 Blake St., Suite 400
Denver, Colorado 80202

Colo. P. U. C. No. 7 Gas
Third Revised Sheet No. 1.2
Cancels Second Revised Sheet No. 1.2

MAP



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Advice Letter No.
Decision or Authority No.

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

Issue Date: February , 2019
Effective Date: March 1, 2019

I N D E X

Key to Symbols of Revised Tariff Sheets

- I – indicates an increase
- R – indicates a reduction
- T – indicates change in text but no change in rate or regulation
- N – indicates new rate or regulation
- C – indicates changed regulation
- D – indicates discontinued rate or regulation or deleted material
- M – indicates material moved from or to another part of Tariff

TERRITORY SERVED

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

Locality	County	
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.

Locality	**County**	
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. Recovery of gas costs through the GCA is subject to the Company's Gas Price Risk Mitigation Plan and Gas T
Performance Incentive Mechanism as approved by the Commission. T

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 Energy's use of the following financial instruments: swap agreements, basis swap agreements, and call options. In addition, in accordance with the authorization granted in Proceeding Nos. 22AL-0348G and 23AL-0235G, the Gas Storage Inventory Cost shall be included.

Average Gas Storage Inventory Balance – The annual average of the forecasted or actual monthly average gas storage inventory balances for the GCA Effective Period.

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.

Gas Storage Inventory Cost – A rate component of the GCA, expressed in CCF, which is the cost of debt applied to the Average Gas Storage Inventory Balance divided by the forecasted or actual gas sales quantity. The cost of debt applied to the Average Gas Storage Inventory Balance shall be based on the Company's cost to maintain current short-term credit facilities allocated based on average outstanding Colorado gas storage inventory divided by Atmos Energy's total company distribution gas storage inventory, as approved in Proceeding Nos. 22AL-0348G and 23AL-0235G.

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

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NATURAL GAS RATES
Gas Cost Adjustment (continued)

Recovered Gas Cost – The gas cost recovered by the Company's currently effective GCA.[1] M

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. M M

CURRENT GAS COST M

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

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

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. M M M M

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, calculated by subtracting Recovered Gas Cost from the sum of Actual Gas Cost, 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.

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.

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 Cost

[1] Language moved from Sheet No. 5

NATURAL GAS RATES
Gas Cost Adjustment (continued)

GAS COST ADJUSTMENT (continued)

Type of Charge	N	SE	SW	
Residential, Small Commercial & Commercial, and Irrigation Service:				
Gas Cost Adjustment (GCA):				
Commodity	$0.16077	$0.17789	$0.16185	R,R,R
Upstream Pipeline	$0.24309	$0.0008	-$0.02714	I,I,I
Deferred Gas Cost	$0.09614	$0.19131	$0.25529	I,I,I
Total GCA	$0.50000	$0.37000	$0.39000	R,R
Transportation Service:				
Transportation Gas Cost Adj.	$0.00013	$0.00013	$0.00013	

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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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.

Description	N	SE	SW	
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	T
Total To Recover	$11,002,084	$1,774,270	$615,447	

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.

NATURAL GAS RATES

GAS PRICE RISK MITIGATION PLAN

N

GAS PRICE RISK MITIGATION PLAN

Recovery of gas costs through the GCA is subject to the Company's GPRMP approved by the Commission. The GPRMP establishes a maximum per-month gas cost of up to 180% of the five-year average cost per Mcf incurred by the Company for recovery through the GCA and a minimum per-month gas cost that is 80% of the five-year average cost per Mcf. If the GCA rate change, including any Deferred Gas Price Risk Mitigation Rate in effect, is within these maximum and minimum levels for a GCA rate division, then the full GCA amount is automatically recoverable through the GCA for that rate division. For GCA rate changes, including any Deferred Gas Price Risk Mitigation Rate in effect, that are above or below these maximum and minimum levels, the incremental cost above or below the maximum and minimum levels will be deferred to a separate GPRMP deferred account for recovery through the Deferred Gas Price Risk Mitigation Rate over the amortization periods and with the financing costs as set forth in the Company's Commission-approved GPRMP. The maximum and minimum levels will be updated annually as part of the Company's quarterly GCA filing for rates effective October 1st. If the reserve fund for a GCA area is fully funded at the amount approved by the Commission, then the minimum per-month gas cost described above does not apply to that GCA area.

GPRMP RESERVE ADDER

When the GCA amount, including any Deferred Gas Price Risk Mitigation Rate in effect, is within the maximum and minimum levels, the Company can consult with Commission Staff and the Utility Consumer Advocate to propose to recover a Deferred GPRMP Reserve Adder through the Deferred Gas Price Risk Mitigation Rate to establish a reserve fund to be used to offset future increases in gas costs and mitigate the volatility of gas costs that are recovered through the GCA. Amounts collected in the reserve fund are subject to the same financing costs as set forth in the Company's Commission-approved GPRMP.

NATURAL GAS RATES

GAS PRICE RISK MITIGATION PLAN

N

DEFERRED GAS PRICE RISK MITIGATION RATE

APPLICABILITY

The Deferred Gas Price Risk Mitigation Rate ("GPRMPR") applies to all sales customers who are subject to the GCA,. If the amount of any GCA rate change is limited by the GPRMP, the Company will track recovery of actual gas costs under the GCA and will allocate any actual deferred costs to either the GCA Deferred Gas Cost or the GPRMP deferred account as appropriate. Once the amount of actual GPRMP deferred costs are determined for a particular period, the Company will file to implement the GPRMPR through a subsequent quarterly GCA filing or a separate advice letter filing. The recovery of GPRMP deferred costs will be subject to the recovery periods and financing costs set forth in the table below.

Description	N	SE	SW
Deferred GPRMR ($ per ccf)	$0.00	$0.00	$0.00
Recovery Period			
Within 1 year	$13,000,000	$2,000,000	$2,000,000
Within 2 years	$26,000,000	$4,000,000	$4,000,000

Atmos Energy will file a separate advice letter to address the recovery timeline and carrying costs for GPRMP deferred account balances exceeding the two-year recovery amounts set forth above. Interest as set forth below will apply in the interim until otherwise approved by the Commission.

INTEREST AND AMORTIZATION OF DEFERRED GAS RESERVE TRACKER BALANCES

Interest shall be applied at a rate equal to the interest rate paid on customer deposits to amounts carried up to 12 months in the Deferred GPRMP account. Beginning with the thirteenth consecutive month, interest will be applied to amounts in the Deferred GPRMP account at a rate equal to the Company's actual long-term debt rate.

NATURAL GAS RATES

GAS PERFORMANCE INCENTIVE MECHANISM

N

GAS PERFORMANCE INCENTIVE MECHANISM ("GPIM")

The Company's recovery of gas costs through the GCA is subject to the GPIM approved by the Commission intended to align Atmos Energy's financial incentives with the financial interests of its customers regarding incurred gas commodity costs and to improve the Company's management of fuel costs. The GPIM establishes a monthly $/Dth benchmark to evaluate the Company's actual gas commodity and upstream pipeline transportation costs. To the extent Atmos Energy's actual gas commodity and upstream pipeline transportation costs are higher or lower than the benchmark, the difference will be returned to or recovered from Customers through quarterly GCA filings, subject to the sharing deadband and cap on risk sharing described below.

GPIM Benchmarks

The $/Dth benchmark for the gas commodity and upstream costs will be calculated on a monthly basis, with the total risk sharing amount for each quarter reflected in the GCA.

To calculate the commodity benchmark, the projected monthly volumes from the applicable Gas Purchase Plan ("GPP") will be allocated between baseload and incremental daily purchases using the allocation approved by the Commission in the GPIM. The forecasted baseload and incremental daily volumes will be multiplied by the applicable baseload and incremental gas daily contract prices included in the Company's then existing gas supply arrangements.

To calculate the upstream benchmark, the Company will use the applicable upstream pipeline's maximum, year-round tariff rate in effect during the period being evaluated and the year-round contractual volumes needed to be held to supply the forecasted Design Day.

GPIM Commodity Gas Volumes

All actual gas commodity volumes and costs are included in the GPIM except for: (1) any costs associated with emergency procurements such as compressed natural gas, liquified natural gas, or any other supply not facilitated by an upstream pipeline; (2) storage injections and withdrawals, and (3) financial hedging. Additionally, if there is a market disruption that is outside of the Company's control (*e.g.*, force majeure events as defined in the governing tariffs and agreements, pipeline ruptures, compliance work, etc.), the costs to provide reliable supply to customers during such events will be excluded from the GPIM calculations. Any costs and volumes excluded from the GPIM will be identified in the applicable GCA filing.

GPIM Risk Sharing

To calculate the GPIM risk sharing amount, the actual gas costs (commodity and upstream transportation) for the completed calendar quarter preceding the GCA filing will be compared against the commodity and upstream benchmarks to calculate the sharing amount (positive or negative) to be included in the GCA, subject to the deadband and cap on risk sharing described below.

NATURAL GAS RATES

GAS PERFORMANCE INCENTIVE MECHANISM

N

GPIM Risk Sharing (continued)

GPIM Deadband. The GPIM sharing amount for a quarter will be zero if the difference between the GPIM benchmark gas rate and the GPIM actual gas rate is less than $0.50/Dth as an absolute value.

GPIM Risk Sharing. The GPIM sharing amount for a quarter will be the difference between the GPIM benchmark gas rate and the GPIM actual gas rate that is above or below the $0.50/Dth deadband as an absolute value.

Cap on Risk Sharing. The Company's cumulative quarterly GPIM sharing amounts summed across all GCA rate areas subject to the GPIM, positive or negative, will be capped over a rolling 12-month period at an amount equal to a 30 basis point return on the Company's rate base as established by the Commission in the Company's most recent base rate proceeding for all GCA areas subject to the GPIM, set solely on the equity share of the Company's capital structure. The calculation of the cap on GPIM sharing amounts will be included in the GCA filing.

Any risk sharing amounts will be included in the GCA deferred balance and the deferred cost adjustment will be updated in the Company's quarterly GCA filing. The deferred cost adjustment will be updated in the Company's January quarterly GCA filing to be recovered annually.

GPIM Accounting

If in a given quarter a risk sharing amount (cost) is identified, the costs will be captured in the Company's quarterly GCA filing. Upon Commission approval of the Company's January quarterly GCA filing, the Company will immediately recognize the disallowance with the following entries: Debit-Gas Cost Expense and Credit-Deferred Gas Cost (1910). By reducing the deferred account the Company effectively reduces the gas cost available to collect from customers.

Similarly, if in a given quarter a risk sharing amount (savings) is identified, upon Commission approval of the Company's January quarterly GCA filing the following entries will be made, Debit-Deferred Gas Cost (1910) and Credit-Revenue.

TRANSPORTATION GAS COST ADJUSTMENT

APPLICABILITY

The Transportation Gas Cost Adjustment is applicable to the Irrigation Customer 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. D,T

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

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, 4 Code of Colorado Regulations 723- 4 ("Gas DSM Rules"). C
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
C

DSM plan filings shall cover a DSM period of two years unless otherwise specified by the Commission. C C
Subsequent DSM plan applications are to be filed by July 1 of the final year of the currently effective DSM C
plan. C

Annual G-DSMCA Filings
The Company shall submit its annual DSM report on or before April 1 of each year. C

The Company shall file an advice letter on or before May 31 of each year to adjust its G-DSMCA Factor to be C
effective July 1 for a period of 12 months. Prudently incurred costs of DSM programs within the DSM program C
expenditure target approved by the Commission in order to provide for funding of the utility's DSM programs, C
as well as recovery of deferred G-DSMCA costs, plus any G-DSM bonus approved by the Commission, shall be C
recovered through the G-DSMCA Factor collected from July 1 through June 30. C

If the projected DSM program costs have changed from those used to calculate the currently effective G- C
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, C
provided that the resulting change to the G-DSMCA factor equates to a base rate change of at least one cent C
($0.01) per Mcf or Dth. The Company has the burden of proof to justify any interim G-DSMCA filings and the C
Commission has the discretion to consolidate the interim G-DSMCA filing with the next regularly scheduled
annual G-DSMCA filing. C

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

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 awarded to the Company in accordance with § 40-3.2-103(2)(d), C.R.S. 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. C C C

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 as approved by the Commission. C

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 May 31 filing date
- Sales is the forecasted sales gas quantity for the rate schedule in the DSM period C
- DSR is the Distribution System Rate effective on the May 31 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 C
- 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.

NATURAL GAS RATES

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

Residential	Facility Charges	Volumetric Charges	
North	2.96%	2.96%	(I,I)
Southeast	2.96%	2.96%	(I,I)
Southwest	2.96%	2.96%	(I,I)
Small Commercial and Commercial			
North	8.00%	8.00%	(I,I)
Southeast	8.00%	8.00%	(I,I)
Southwest	8.00%	8.00%	(I,I)

(Reserved for Future Use)

D,T

(RESERVED FOR FUTURE USE)
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(Reserved for Future Use)

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NATURAL GAS RATES
(General Service Classification)

SCHEDULE OF CHARGES FOR RENDERING SERVICE (Rate Title or Number)	Company Rate Code	
To institute gas service		
During Normal Working Hours	$45.00	I
Other Than Normal Working Hours[1]	$85.00	
To reinstitute gas service:		
During Normal Working Hours	$45.00	
Other Than Normal Working Hours[1]	$85.00	
To transfer gas service at a specific location from one customer to another customer where such service is continuous:		
During Normal Working Hours	$15.00	
Other Than Normal Working Hours[1]	$85.00	
To process a check from a customer that is returned by the bank as not payable	$15.00	
Pay Center Transaction Fee[2]	[2]	
Trip Charge	$30.00	N
Diversion Fee	$400.00	N
Final Meter Reading Fee	$15.00	N
Collection Fee	$8.00	N
Electronic Measurement Trip Charge	$30.00	N

[1] Other Than Normal Working Hours rates will be applied when Customer Requests that the service call not commence During Normal Working Hours and the Company agrees to perform such service.

[2] Pay Center Transaction Fee is applicable only in the situation where a Customer pays the Company's representative at the customer's location on the day of discontinuation of service to avoid immediate shutoff. The Pay Center Transaction Fee is determined by the third party payment center and is currently set at $1.00

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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). T

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:

BPB Volume = [(LPB + DP) / 14.65] x LPB Volume

Where

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 SERVICE
(Rate Title or Number)

AVAILABILITY
Available in entire service area of the Company within the state of Colorado.

APPLICABILITY
Applicable to residential, small commercial and commercial service. This rate is not applicable to resale or standby service. The residential monthly facilities charge is applicable to all metered individual dwelling units. The commercial monthly facilities charge is applicable to all other firm services.

	RATE	
MONTHLY RATES[1][2]		
Facilities Charge:		
Residential	$ 11.60	
Small Commercial and Commercial	$ 28.59	
Distribution System Rate, per CCF (Billing Pressure Base 14.65 PSIA)		
Residential	$ 0.29752	R
Small Commercial and Commercial	$ 0.18294	

GAS COST ADJUSTMENT
This rate schedule is subject to Gas Cost Adjustments stated in the Cost Adjustment & Rate Component Summary Schedule.

GAS DEMAND-SIDE MANAGEMENT COST ADJUSTMENT
This rate schedule is subject to Gas Cost Adjustments stated in the Cost Adjustment & Rate Component Summary Schedule.

OTHER RIDERS
This rate schedule may from time to time be subject to rider(s) as permitted by the Public Utilities Commission.

RULES AND REGULATIONS
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.

[1] See Sheet No. 14 for computation of bill information.

[2] 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.

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NATURAL GAS RATES
(General Service Classification)

IRRIGATION SERVICE
(Rate Title or Number)

AVAILABILITY
Available in entire service area of the Company within the state of Colorado. The Company reserves the right to render service only where it has adequate distribution capacity.

APPLICABILITY
Applicable to any individually metered customer using gas engine driven pumps for irrigating land. Gas service under this schedule is not available for resale or for standby service.

	RATE	
MONTHLY RATE[1]		
Facilities Charge	$ 45.45	I
Distribution System Rate, per CCF @ 14.65 PSIA	$ 0.16997	I

GAS COST ADJUSTMENT
This rate schedule is subject to Gas Cost Adjustments stated in the Gas Cost Adjustment Schedule. D D

OTHER RIDERS
This rate schedule may from time to time be subject to rider(s) as permitted by the Public Utilities Commission.

RULES AND REGULATIONS
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 and the following special conditions:

1. The interruption of gas deliveries in whole or in part under this schedule shall not be the basis for claims for damages sustained by customers.
2. Customers may be required to install an adequate pulsation chamber ahead of the gas engine.
3. For service to gas engine driven irrigation pumps the point of delivery and location of the meter shall be determined by the Company. Except in unusual situations, such point and meter locations shall be at the line nearest the Company's source of natural gas. All piping beyond point of delivery shall be installed, owned, and maintained by customer.
4. The Company reserves the right to limit or curtail the quantity of gas supplied hereunder depending upon the supply and facilities available to render services.

[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.

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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	**I,I**
Volumetric Charge	$0.00498	$0.00185	$0.00172	$0.00150	**R, I, I, I**

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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GAS TRANSPORTATION RATES
(General Service Classification)

FIRM TRANSPORTATION SERVICE
(Rate Title or Number)

COMPANY RATE CODE

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.

APPLICABILITY

RATE

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.

MONTHLY RATES[1]

		Rate	
Facility Charge		$85.21	I
Transportation gas cost adjustment charge[2]		Note 1	
Transportation charge, All gas transported per CCF:			
All Divisions	Minimum Rate, per CCF @ BPB	$0.00500	
All Divisions	Maximum Rate, per CCF @ 14.65 PSIA	$0.15128	I

[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.

[2] Applicable to End Users in all service areas with no EFM device installed.

GAS TRANSPORTATION RATES
(General Service Classification)

FIRM TRANSPORTATION SERVICE
(Rate Title or Number)

COMPANY RATE CODE

RATE

SERVICE REQUIREMENTS

Service hereunder is available to End User for transportation service for individual meters. Before commencement of service under this tariff, End User shall:

Submit a completed Request for Gas Transportation Service form to the Company.
Have executed a Transportation Service Agreement.
Have executed a Gas Transportation Agency Agreement with a Shipper (if a third party is delivering gas on behalf of End User).

MONTHLY MINIMUM, PAYMENT, LATE PAYMENT CHARGE

The monthly minimum due and payable by the End User for service hereunder shall be the facility charge, per individual meter, applicable to service under this tariff, plus any applicable tax and franchise charges. Bills for gas transportation service are due and payable within ten days from date of the bill. Any amounts not paid on or before the due date of the bill shall be subject to a late payment charge of one and one half percent (1.5%) per month. D

END USER AND SHIPPER ACKNOWLEDGEMENTS

End Users receiving transportation service through Company's System acknowledge that the service provided under this tariff is for the benefit of End User and that, if Shipper fails to make payment as required hereunder or is in violation of any rule or regulation set forth in the Company's Gas Transportation Terms and Conditions or in the Company's Rules and Regulations for Natural Gas Service, transportation service shall be subject to termination in accordance with the Company's tariff as well as the applicable rules of the Public Utilities Commission of the State of Colorado.

End User also acknowledges that a nominated level of service is all that is provided for under this tariff. Additional fees and penalties, as described in the imbalance section of the transportation terms and conditions may be applicable for not maintaining the proper amount of gas in the system

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GAS TRANSPORTATION RATES
(General Service Classification)

FIRM TRANSPORTATION SERVICE
(Rate Title or Number)

COMPANY RATE CODE

RATE

RULES AND REGULATIONS

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

OTHER RIDERS

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

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NATURAL GAS RATES
(General Service Classification)

LATE PAYMENT CHARGE
(Rate Title or Number)

COMPANY RATE CODE

RATE

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. **N**

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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, the cost D,T
of debt, at the Company's weighted average cost of long-term debt approved in Proceeding No. 22AL- T,D
0348G, on the projected increase in the average 12 month-ending net plant in-service balances associated D
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 property taxes; and (4) no operations and maintenance expenses shall be included as an SSIR D
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 17-AL-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 Office of Consumer Counsel, 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.

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.

4. SSIR RATES CALCULATION.

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 the12 months ending four months prior to the date of th53e filing. Atmos Energy will further calculate the revenue increase associated with the proposed SSIR for its sales customers.

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.

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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. SSIRRATES

Class	Volumetric SSIR	
Residential	$0.07275	I
Commercial	$0.04727	I
Irrigation	$0.03676	I
Transportation	$0.03280	I

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 Prudency 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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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	
October 1, 2024	$0.81	
October 1, 2025	$0.83	N, I

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/Gas Service Affordability Program

Percentage of Income Payment Plan (PIPP)/Gas Service Affordability 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 Gas Service Affordability Program ("Program") in accordance with Rule 4412 of the Commission's Rules Regulating Gas Utilities, 4 Code of Colorado Regulations 723-4. 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 Surcharge

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

The monthly fixed PIPP surcharge listed below shall be collected by the Company from all residential, commercial, and irrigation customers starting in the 2023-24 program year in order to cover the cost of the Program in accordance with Rule 4412.

PIPP Surcharge by Class	Rate	
Residential	$0.17	R
Commercial	$0.83	R
Irrigation	$1.50	R

Program Evaluation

Pursuant to Commission Rule 4412(g)(III)(D), $0.0013 of the monthly PIPP Surcharge shall be set aside by the Company to cover the cost of the Program evaluation required by Commission Rule 4412(k).

Annual PIPP Filing

No later than December 31 each year, the Company shall file an annual report, based on the 12-month period ending October 31, in the most recent miscellaneous proceeding for annual Gas Service Affordability Program filings using the form available on the Commission's website pursuant to Commission Rule 4412(l).

NATURAL GAS RATES
Percentage of Income Payment Plan/Gas Service Affordability Program (continued) D,T

Customer Eligibility and Enrollment D,T
Under Rule 4412, Customer participation is dependent upon the following: D,T
1) Customers eligibility is first come, first served. The Company does not have a waitlist. T
2) Any Customer meeting one of the following criteria shall be an Eligible Customer: T
   i. household income less than or equal to 200 percent of the federal poverty guideline, T
   ii. household income less than or equal to 80 percent of the area median income, as published annually by the T
   United States Department of Housing and Urban Development; or T
   iii. qualification under income guidelines adopted by the Colorado Department of Human Services (“CDHS”) T
   pursuant to § 40-8.5-105, C.R.S. D,T
3) Once a customer is determined to be eligible by the CDHS, Colorado Energy Office, Energy Outreach Colorado, or Utility D,T
Bill Help and has authorized the release of household data necessary to calculate eligibility for and benefits available through D,T
Program participation, CDHS, Energy Outreach Colorado, the Colorado Energy Office, or Utility Bill Help will send Atmos T,D
Energy a file containing Eligible Customers’ household data on a monthly basis. T
4) Upon receipt of Eligible Customer data, the Company will review the information and remove any customer who is already T
enrolled in the Program. The Company will then calculate the maximum affordable annual bill according to the procedure in T
the PIPP Credit Calculation Section. If an Eligible Customer’s maximum affordable annual bill amount is less than their T
estimated total annual bill for the last 12 months, the Company will enroll the Eligible Customer in the Program through T
October 31 of the current program year. Once an Eligible Customer is enrolled in the Program they become a PIPP T,D
Participant. T

<u>**Program Terms**</u>
1) PIPP Participants shall receive benefits equivalent to 12 months of PIPP Credit each program year; however, a PIPP D,T
Participant that becomes an inactive customer during the program year will not receive any PIPP Credits remaining after D,T
becoming inactive. D,T
2) All PIPP Participants will be removed from participation in the Program on October 31. The Program year runs from D,T
November 1 to October 31 the following year. D,T
3) To be eligible for the following program year, each customer must reapply and meet all Program eligibility requirements. D,T
4) All PIPP Participants, unless infeasible, are enrolled in the Company’s Levelized Budget Billing Program. A customer may D,T
opt out upon request by calling Customer Service at 866-286-6700 or by logging into their online Account Center. Opting D,T
out of budget billing does not impact a PIPP Participant’s PIPP Credits. D,T
5) PIPP Participants must be active customers. Inactive customers are ineligible for the Program. D,T
6) The Company will review fixed monthly PIPP Credits during the program year. A PIPP Participant’s PIPP Credits will be D,T
adjusted if, as a result of changes in the Company’s rates or commodity charges, the actual total annual bill differs or will D,T
differ from the estimated total annual bill by 25 percent or more. D,T
7) New PIPP Participants will receive a one-time forgiveness of their total arrearages. Arrearages are the current past due D,T
amount appearing on their account as of the date on which the new PIPP Participant enters the Program. Forgiven arrearage D,T
amounts will be submitted as recoverable Program costs. D,T
8) The Company does not have a minimum payment requirement. D,T
9) All PIPP Participants receive a dunning lock on their account through October 31 of each Program year. A dunning lock D,T
protects participants from disconnection during the Program year. D,T
10) PIPP Participants that fail to make monthly bill payments will be subject to normal collection procedures except D,T
disconnection. However, former PIPP Participants who are no longer enrolled in the Program will be subject to collection and D,T
disconnection procedures for missed payments, including those missed while formerly enrolled in the Program. D,T
D,T

NATURAL GAS RATES

Percentage of Income Payment Plan/Gas Service Affordability Program (continued)

PIPP Credit Calculation

The Company will use the following framework to calculate the Eligible Customer's PIPP Credit. Such PIPP Credit will be applied to the PIPP Participant's monthly bill during the Program year.

1) The Company will determine the Eligible Customer's affordable percentage by first determining the Eligible Customer's percentage of the Federal Poverty Level ("FPL") based on household income and the number of persons in the household. For all Eligible Customers who use gas as their primary heating fuel, the affordable percentage is determined by matching their FPL to the ranges in the following table:

Affordable Percentage of Income for Gas Bill			
Percentage of FPL	0-75%	76-125%	126% or greater
Affordable Percentage	2%	2.5%	3%

   For customers that use electricity as their primary heating fuel, the affordable percentage for their gas bill is 1%. Affordable percentage is the percentage of a household's annual income which, when paid towards their gas bill, is deemed affordable.

2) The Company will multiply the Eligible Customer's annual income by the applicable affordable percentage to calculate the annual affordable amount.
3) The Company will calculate the estimated total annual bill for the Eligible Customer over the preceding 12 months using budget billing calculation.
4) The Company will subtract the estimated total annual bill from the Eligible Customer's annual affordable amount. This is the annual unaffordable amount (PIPP Benefit).
5) The PIPP Participant's annual unaffordable amount will be divided by 12 months to calculate the PIPP Participant fixed monthly amount equivalent to 12 months of PIPP Credit. PIPP Participants enrolled after the first month of the program year, will receive a lump sum credit for the months of enrollment missed for that Program year. This ensures they receive the equivalent of 12 months of benefits. The Company will calculate the retroactive credit by multiplying the months missed in the Program year by the fixed monthly PIPP credit. The lump sum will be applied at once. For example, Customers enrolled in the Program in February will receive three months of retroactive credit for November, December, and January in addition to February's monthly PIPP fixed credit. The lump sum credit will be applied during the Eligible Customers' first billing cycle after enrollment.
6) If the PIPP Participant is also enrolled in LEAP, the Company will subtract the LEAP Benefit from the calculated annual unaffordable amount to calculate the annual PIPP Benefit. The LEAP Benefit will cover any retroactive credit and the PIPP fixed monthly amount until the LEAP funds are exhausted. PIPP funds will cover the monthly fixed amount for the remainder of the program year.

N

QUALITY OF SERVICE PLAN ("QSP")

APPLICABILITY

All rate schedules may be subject to a Quality of Service Plan ("QSP") one-time bill credit as described in the "Negative Financial Incentive" section below. The credit shall reflect negative financial incentives associated with the Company's performance results for the QSP as described herein. Under the QSP, performance metrics, goals, and negative financial incentives are established for the following key operating: 1) Safety, 2) Reliability/Efficiency, and 3) Adequate Service.

DEFINITIONS

Performance Metric
The specific QSP Performance Metrics described in the Company's QSP tariff.

Measurement Period
A calendar year, January 1 through December 31, period over which data is collected for each Performance Metric. The initial QSP will have three reporting periods with the first period beginning on January 1, 2024 and ending December 31, 2026.

Annual Report
A report providing the results of Atmos Energy for each respective QSP Measurement Period filed pursuant to the Company's QSP tariff.

ANNUAL REVIEW PROCESS AND SCOPE

The Company shall file a QSP Annual Report with the Commission on or before February 15 following the applicable QSP Measurement Period. The QSP Annual Report shall provide performance metric results for each metric and the calculated negative financial incentive amount (if any) when such result occurs outside of the performance metric.

The Company will meet with Commission Staff and other stakeholders in the first quarter of each calendar year, on or before the QSP Annual Report is filed, to review the previous year's performance outcomes and whether any changes to the QSP Performance Metrics or negative financial incentives are appropriate.

Additionally, the Company and Commission Staff will meet during the fourth quarter of the 2024 Measurement Period to discuss the effectiveness of each of the QSP Performance Metrics and any potential adjustments that might be applied beginning at the start of the second year and continuing throughout the remainder of the initial QSP term.

N

QUALITY OF SERVICE PLAN ("QSP")
(Continued)

<u>NEGATIVE FINANCIAL INCENTIVE</u>

The first year of the QSP (expected to be 2024) will be a reporting-only year. In 2025-2026, for each Performance Metric, if the Company's annual performance outcome falls short of the Performance Metric, the negative financial incentive amount will be $44,000. For each QSP Measurement Period, any negative financial incentive amounts shall be recorded by the Company to a regulatory liability account. The maximum total negative financial incentive the Company may incur as a liability during a single Measurement Period is $176,000.

After the annual review with Commission Staff, and if a negative financial incentive is determined, the Company will issue a one-time bill credit to all active (retail sales and transportation) customers during the next month's (March's) billing cycle with an explanation of why the customer is receiving the credit. This credit will be applied automatically and without requiring the filing of a separate advice letter or tariff change. No additional notice will be required prior to implementation of the negative incentive payout to customers.

<u>QSP PERFORMANCE METRICS</u>

<u>Safety: Emergency Response Time</u>

a) Performance Metric is the amount of time it takes or length of time for Company service personnel to respond to Customer-initiated field emergencies.
b) Goal for the QSP Measurement Period is 98% response within 60 minutes measured from the time the call comes into the Company dispatch center (or other notification) and ending only when Atmos Energy technical personnel with the tools and training to mitigate customer concerns arrives at the site of the reported emergency.
c) Negative Financial Incentive will apply if the Emergency Response Time for the QSP Measurement Period is below 98% response within 60 minutes. The Company can present information reflecting extenuating circumstances beyond the Company's control that resulted in a response time longer than 60 minutes to exclude specific emergencies from the Performance Metric calculation.

<u>Safety: Damage Prevention</u>

a) Performance Metric is the number of pipe hits per 1,000 locates.
b) Goal for the QSP Measurement Period is no more than an average of 2.5 pipe hits per 1,000 locate in response to 811 calls on all Atmos Energy owned piping.
c) Negative Financial Incentive will apply for the QSP Measurement Period if the calendar year average is above 2.5 pipe hits per 1,000 locates.

N

QUALITY OF SERVICE PLAN ("QSP")
(Continued)

Reliability/Efficiency & Adequacy of Service – Leak Repair

a) Performance Metric is the timeliness of repairs for Grade 2 and Grade 3 leaks.
b) Goal for the QSP Measurement Period is to complete 90% of all repairs of Grade 2 and Grade 3 leaks within the following timeframes: 6 months for Grade 2 leaks for the entire three-year measurement period. For Grade 3 leaks, 30 months for the first year (2024), and during the second and third years (2025-2026), six months less than time required under the Pipeline and Hazardous Materials Safety Administration's final LDAR rule.

Negative Financial Incentive will apply if timeliness of leak repairs during the QSP Measurement Period is below 90% of the timeframes for Grade 2 & Grand 3 leaks described above.

QSP PERFORMANCE METRICS (continued)

Safety/Adequacy of Service – Customer Notice of Customer Owned Yard Line ("COYL")

a) Metric is the number of COYLs identified and provided notice via door tag within the Measurement Period and maintaining records of where, when, and how many door tags are distributed as well as records of any leaks found on COYLs.
b) Goal for the QSP Measurement Period is to target one third of the Company's service territory and identify COYLs and provide customer notice of their responsibility.
c) Negative Financial Incentive for the QSP Measurement Period will apply if the Company fails to complete the process of identifying COYLs and providing notice to customers who have COYLs in at least one third of Atmos Energy's service territory each year and providing documentation showing where, when, and how many door tags are distributed as well as documentation of any leaks found on COYLs .

EXCLUSION PROCESS

Data for each Performance Metric during the Measurement Period will be recorded with no exclusions absent the notification for exclusion as described in this section. The Company may claim exclusion of certain data associated with events that are outside the control of the Company when calculating certain Performance Metrics.

Potentially excludable events may include periods of emergency, catastrophe, natural disaster, catastrophic storm, civil unrest, product/manufacturing defects (e.g. D.O.T. Alert Notice), vendor material recall, or other similar events. The Company reserves the option to claim exclusions for events required as reportable under the Commission's Rules Regulating Pipeline Operators and Gas Pipeline Safety. The Company shall bear the burden of proving that the proposed excludable event was unforeseeable, extraordinary, and outside the Company's control.

In its notification, the Company must separately document and report the timeframe and impact of each event for which it claims exclusion and the rationale for excluding the event. Notifications for exclusion can be made throughout the Measurement Period within 30 days of the triggering event or with the filing of the QSP Annual Report. Notifications for exclusion will be directed to the Deputy Director of Fixed Utilities of the Colorado Public Utilities Commission and filed in the proceeding authorizing the QSP. If applicable, the notification will reference the event which the Company initially reported through the mechanism provided in the Commission's Rules Regulating Pipeline Operators and Gas Pipeline Safety.

In the event of a dispute, misunderstanding, or controversy related to any exclusion claim, any party may file a motion asking the Commission or an assigned Administrative Law Judge to resolve the dispute.

NATURAL GAS RATES

Clean Heat Plan Cost Recovery Rider

Clean Heat Plan Cost Recovery Rider ("CHP Rider")
All sales rate schedules for natural gas service are subject to a Clean Heat Plan Cost Recovery Rider ("CHP Rider") designed to prospectively recover prudently incurred costs of the Company's authorized Clean Heat Plan ("CHP Programs"). The CHP Rider 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 CHP Authorized Recovery Cost Rate calculated for that year, including any over/under recovery from the prior year, over a one-year period with the CHP Rider.

CHP Filing

Annual CHP Rider Filings
Following the approval of the initial CHP Rider tariff, the CHP Rider tariff shall be filed each November 1 for a January 1 implementation to recover the Authorized CHP Recovery Revenues.

Beginning in 2025, on or before March 31 of each year when the CHP Rider is effective, the Company will file an application and a true-up report with the Commission that will match the applicable CHP Recovery Revenues to the Authorized CHP Recovery Revenues and identify any over/under recovery to be included as the True-up Cost in the next November 1 CHP Rider filing. In that report the Company will also report on actual CHP expenditures from the prior year and the amount of CHP revenues that will be retained for use in a subsequent year and the calculation of interest accumulated on any unspent balance.

Interim CHP Reporting
By March 31, 2025, and each March 31 in all calendar years that a CHP application is not submitted, an annual CHP report shall be filed in accordance with CHP Rule 4733. Any request made under Rule 4733(b) approved by the Commission will be incorporated into the next CHP Rider tariff filing.

CHP Rider Reconciliation
Any expected surplus or deficit in cumulative CHP cost recovery from the effective date of this tariff to December 31, 2027, will be addressed as part of the Company's next CHP application to be filed by May 1, 2027.

Definitions
CHP Recovery Revenues means the revenues collected from the aggregate rate components of the CHP Rider tariff, including Authorized CHP Portfolio Revenues, True-up Cost, and Lost Revenue Factor.
CHP Period means the upcoming calendar year period for recovery of the authorized CHP Recovery Revenues.
Authorized CHP Portfolio Revenues means the revenues to collect the authorized CHP portfolio program costs as approved by the Commission.
True-up Cost Factor means a rate component of the CHP Rider, which is designed to amortize over a one-year period the over/under collection of the Authorized CHP Portfolio Revenues during a previous period.
Lost Revenue Factor means a rate component of the CHP Rider, which is designed to amortize, over a one-year period, the revenues lost due to implementation of CHP Programs. The Lost Revenue Factor used for the CHP Rider will be the same as used for the Company's demand-side management cost adjustment.

NATURAL GAS RATES

Clean Heat Plan Cost Recovery Rider ("CHP Rider")

Interest on under- or over-recovery. The amount of net interest accrued on the average monthly balance in sub-accounts of Account No. 186 reflecting the difference between the aggregate amounts recovered through the CHP Rider and aggregate CHP expenditures (whether positive or negative), determined by multiplying the monthly balance of that difference by an interest rate equal to the Commission-authorized after-tax weighted average cost of capital.

Authorized CHP Portfolio Program Costs. The amount approved by the Commission for recovery through the CHP Rider for the applicable CHP Period.

<u>CHP Authorized Recovery Cost Rate</u>
CHP Rider 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:

CHP Rider = (Authorized CHP Portfolio Revenues +/- True-up Cost Factor + Lost Revenue Factor + +/- Interest on under- or over-recovery)

(Sales * DSR)

where:

- Sales is the forecasted sales gas quantity for the rate schedule in the CHP period
- DSR is the Distribution System Rate effective on the November 1 filing date

NATURAL GAS RATES

Clean Heat Plan Cost Recovery Rider ("CHP Rider")

	Volumetric Charges	
Residential	$0.04070	I
Small Commercial and Commercial	$0.02261	I

I N D E X

DO NOT WRITE
IN THIS SPACE

I N D E X

Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL STATEMENT

The following Rules and Regulations, filed with the Commission 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 Commission's Rules. D,T T

Service furnished by the Company is also subject to the Commission Rules and to pertinent ordinances or codes of any governmental body having jurisdiction in the premise. Copies of these Rules and Regulations and the Commission's Rules are available for any Customer's inspection at the offices of the Company. D T,D T,D T

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.

RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL

<u>APPLICATION FOR NATURAL GAS SERVICE/BENEFIT OF SERVICE</u>
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 Service Line and Main Extension D
policy as set forth in this tariff. The Company may require any Applicant to sign an agreement for service T,D
before service is supplied. However, the use of natural gas service constitutes an agreement under which the T,D
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
Customer of Record. The Company shall pursue reasonable efforts to effect payment by or collection from the T,D
Customer of Record. However, if such efforts are unsuccessful, the Company shall have the right to pursue D
payment or collection, by transfer of account or otherwise, from any Customer of legal age who resides or T
resided at the premises during the period of time in which the service for which payment has not been made T
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 required for each class of service at T,D
each separate location.

<u>CHOICE OF RATES</u>
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 T
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 the Company T
assumes no liability therefore.

<u>TEMPORARY OR INTERMITTENT SERVICE</u>
If service to a Customer is to be temporary or intermittent, service will be supplied in accordance with the rate N
schedule applicable thereto. However, service connection and any main construction involved will be at
option of the Company as set forth in the Company's Service Line and Main Extension Policy. N,D

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 reinstituted, 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 Service Line and Main Extension Policy. T T T D,T

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. T

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 the Applicant by the Company, a settlement of the prior account or an arrangement satisfactory to the Company related to the settlement of the prior account 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 of billing 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 for a consecutive 12-month period with no more than two late D,T
payments. A Customer's deposit for Small Commercial and Commercial Service will be credited to the T
Customer's account for the amount of the deposit plus any interest accrued when bills are paid for a D
consecutive 12-month period with no more than two late payments. D,T

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 the rate 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.

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 Applicant-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 Applicant-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**	
		D,D
January 1, 2024	4.93%	
January 1, 2025	4.93%	
January 1, 2026	4.08%	N,R

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 meter(s) at the T
Customer’s premises, such readings to be taken as nearly as may be practicable every 30 days. T
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 T
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 27 days or T
more than 33 days, such bills will be prorated to the nearest 1/10 of a month, in the ratio of the T
number of days in the billing period to a month of 30 days. However, the Company reserves the T
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.

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

MEASUREMENT OF SERVICE

The Company will install, operate, own, and maintain suitable metering and other equipment at or near the Point of Delivery to measure the natural gas supplied to the Customer. T T,D,T

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 proposes by a single enterprise engaged in the pursuit of a single business.

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

Where service is supplied directly from a high pressure transmission or distribution main (a "Main Line") to a Customer or group of Customers and the Company does not own or maintain the piping beyond the Main Line Point of Delivery, the Customer or group of Customers so supplied shall be responsible for and pay the Company for all gas as measured at the Main Line Point of Delivery. Where more than one Customer is supplied from a Main Line, the 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 Point of Delivery, after suitable correction factors have been applied. D D,T D,T T D,T,T T

Standard delivery pressure and temperature of natural gas supplied by the Company is 4 ounces per square inch above average atmospheric pressure and 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. T T T

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

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 Customer, T
or an Applicant for service that is not a current Customer, is dissatisfied with the Company's T
proposed adjustment or disposition of a dispute, the Company will inform such Customer or T
Applicant for service of the right to make an informal complaint to the External Affairs section of T
the Commission and shall provide to such person the address and toll-free number of the D
Commission's External Affairs section.

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 the Company to that N
effect, unless otherwise specified in the rate or agreement for service, in order to allow time for final meter reading D,T
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 T

(a) Nonpayment of regulated charges; D
(b) Fraud or subterfuge; D
(c) Diversion of service; T,D
(d) Equipment tampering; D
(e) Safety concerns;[1] D
(f) Exigent circumstances; D
(g) Discontinuance ordered by any appropriate governmental authority; or T
(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 T
charges; D
(b) Any past due amount that is less than $50; D
(c) Any amount due on another account now or previously held or guaranteed by the Customer, or with respect to T
which the Customer received service, unless the amount has first been transferred either to an account which is for T
the same class of service or to an account which the Customer has agreed will secure the other account. Any T
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; D

[1]Safety concerns include, but are not limited to, (1) denying, refusing, or impeding access to the Customer's N
premises or property for any lawful purpose, including, but not limited to, inspecting, maintaining, or repairing the N
Company's equipment and facilities 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; (2) use of natural gas in violation of the Company's rules or N
terms of service; and (3) any actions or conduct by the Customer or anyone acting on behalf of or with the consent N
of the Customer that creates a safety concern as determined by the Company. N

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; T T T

(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; T T T

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

(g) Any debt except that incurred for service rendered by the Company; D,T

(h) Any unregulated charge; or D,T

(i) Any amount which is the subject of a pending dispute or informal complaint under Commission Rule 4004. D,T

DIVERSION OF SERVICE T

If the Company discovers any connection or device installed on the Customer's premises, including any gas consuming device connected on the line side of the Company's meter, which would prevent the meter from registering the actual amount of gas used, the Company shall do one of the following: T D,T D,T

(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. T T

(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 7 calendar days from the expiration of the 15 days, the Company shall remove or correct the device or connection. T T T

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. T D,T T

RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)

PROHIBITIONS ON DISCONNECTION N

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 T
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 1/10 of the T,T
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. Monday through Thursday; between 12:00 Noon on the day prior to and 8:00 a.m. on the day following any state or federal holiday or day during which the Company's local office is closed. To the greatest extent possible, the Company shall not disconnect a T
Customer after 11:59 a.m. on a Monday through Thursday. T

(d) Medical emergencies. The Company shall postpone service discontinuance to a Residential Customer for T,T
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 T,T
may invoke this exception only once in any 12 consecutive months. D,T

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 T
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. T

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 T
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.

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 10 days. D,T

(e) Extreme Weather. 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. The Company shall postpone service discontinuance to a Residential Customer during an emergency or safety event or circumstance impacting the local area. T T

WEB PUBLICATION OF PRACTICES T

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 10% 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 on its website: D,T T T

(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; T D,T

(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; T D,T

(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,T

(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; D,T,T D,T

(e) A summary of charges, fees, and deposits to which a Customer may be subject under paragraphs 4403(j) and 4404(a) of the Commission's Rules, 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; T T T

(f) A description of the Customer's options in the event of a dispute regarding billing or disconnection practices; T,T

(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; and T T T

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 income qualified customers, defined as Customers participating in income qualified programs authorized by Commission Rule 4412 and the Low-Income Energy Assistance Program. The report shall contain the following information, displayed by quarter: T T T

(a) Total number of unique Customers. T
(b) Total dollar amount billed.
(c) Total number of unique Customers charged a late payment charge. T
(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). T
(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. T
(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. T
(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.

RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)

ADDITIONAL ITEMS:
(a) The annual report will include 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. T T
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. T T T

(b) The annual report will also include 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. T T

Pursuant to Rule 4407(i) the Company will report on its customer education and outreach strategy. T

NOTICE OF DISCONTINUANCE
(a) Except as provided in the Commission's rules, 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: T

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. T

Rules, Regulations or Extension Policy

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 UTILITY SHUT OFF. T

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

(i) The reason for the discontinuance of service; D,T

(ii) The amount past due for natural gas service, deposits, or other regulated charges, if any; D,T

(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; D,T

(iv) How and where the Customer can pay or enter into an installment payment plan prior to the T
discontinuance of service; D,T

(v) That the Customer may avoid discontinuance of service by entering into an installment payment plan T
with the Company; D,T

(vi) That the Customer has certain rights if the Customer or a member of the Customer's household is T
seriously ill or has a medical emergency; T,D

(vii) That the Customer has the right to dispute the discontinuance directly with the Company by T
contacting the Company, and how to contact the Company toll-free from within the utility's service area. The
Company's toll-free number is 1-888-286-6700; T,D

(viii) Contact information is provided for the Customer to make an informal complaint to the External T
Affairs section of the Commission in writing, by telephone, or in person, along with the Commission's address D
and local and toll-free telephone number; D,T

(ix) That the Customer has the right to file a formal complaint, in writing, with the Commission and that T
this formal complaint process may involve a formal hearing pursuant to Commission Rule 1302; D,T

(x) That in conjunction with the filing of a formal complaint, the Customer has a right to file a motion for T
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; D,T

RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)

(xi) That if service is discontinued for non-payment, the Customer may be required, as a condition of T
restoring service, to pay reconnection and collection charges in accordance with the Company's
tariff; and T

(xii) That Customers may be able to obtain financial assistance to assist with the payment of the natural T
gas bill and that more detailed information on that assistance may be obtained by calling the
Company toll-free at 1-888-286-6700. T,D

(d) A notice of discontinuance shall be printed in English and a specific language or languages other than
English where the utility's entire service territory contains a population of at least 10% who speak a specific D,T
language other than English as their primary language as determined by the latest U.S. Census information.

(e) The Company shall explain and shall offer the terms of an installment payment plan to each Customer who D,T
contacts the Company in response to a notice of discontinuance of service.

(f) If the Company attempts to notify the Customer in person or by telephone but fails to do so, it shall leave T
written or recorded notice of the attempted contact and its purpose. D

(g) If a Customer has entered into an installment payment plan and has defaulted or allowed a new bill to T
remain unpaid past its due date, the Company shall provide, by first class mail or by hand delivery, a written
notice to the Customer. The notice shall contain: T

(i) A heading as follows: NOTICE OF BROKEN ARRANGEMENT.

(ii) Statements that advise the Customer: T

a. That the Company may discontinue service if it does not receive the monthly installment payment within 15 days after the notice is mailed or hand-delivered.

b. That the Company may discontinue service if it does not receive payment for the current bill within 31 days after its due date.

c. That, if service is discontinued, the Company may refuse to restore service until the
Customer pays all amounts for regulated service more than 31 days past due and any T
collection or reconnection charges.

d. That the Customer has certain rights if the Customer or a member of the Customer's T,T
household is seriously ill or has a medical emergency.

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;. D
- (ii) Discontinuance is ordered by any appropriate governmental authority; D,T
- (iii) Either paragraph 4407(c) or 4407(d) of the Commission's Rules applies; or T
- (iv) 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. T

D

(i) When the Company knows that the service to be discontinued is used by Customers in multi-unit dwellings, T
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 unit. Notice shall D
state that the notice of discontinuance has been sent to the Customer of Record responsible for the payment of T
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 D
the notice in at least one of the common areas of the affected location. T

<u>RESTORATION OF SERVICE:</u>
Unless prevented from doing so by safety concerns, the Company shall restore, without additional fee or D
charge, any discontinued service which was not properly discontinued or restored as provided in the T
Commission's Rules. T

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

- (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; D,T
- (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; T,D
- (c) Presents a medical certificate; or D,T
- (d) Demonstrates to the Company that the cause for discontinuance, if other than non-payment, has been cured.

Rules, Regulations or Extension Policy

RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)

The Company shall reconnect a Customer's service on the same day as the Customer requests reconnection, if T
the Customer makes a payment or payment arrangement in accordance with the Company's policies, T
requesting reconnection of service on a Monday through Friday that is not a holiday and one of the following
circumstances is met:

(i) the Customer is without advanced metering infrastructure or a gas utility Customer and has T
requested reconnection of service on or before 12:59 p.m.; except the Company may reconnect T
the Customer's service on the day following a disconnection if: T
  - (a.) prior to disconnection of the Customer's service, the Company has made a T
  Qualifying Communication with the Customer; or T,T
  - (b.) an emergency or safety event or circumstance arises after disconnection of service
  that renders the Company's staff temporarily unavailable to safely reconnect
  service. If next-day reconnection of service is not possible due to the continuation
  of the emergency or safety event or circumstance, the Company shall reconnect the
  Customer's service as soon as possible. T

Unless prevented by an emergency or safety event or circumstance, the Company shall restore service to a
Customer who has completed an action listed above within 24 hours (excluding weekends and holidays) of the T
time that the Customer completes an action in paragraph (b), or within 12 hours of the time that the Customer T
completes an action listed above if the Customer pays applicable after-hours charges and fees established in T
tariffs.

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

<u>DEFINITIONS:</u>
"Qualifying Communication" means one of the following methods of communicating with a T
Customer about a possible upcoming disconnection of service: T

(i) a physical visit to the Customer's premises during which a Company representative T
speaks with the Customer and provides the Customer utility assistance information or, T
if the Customer is not available to speak, leaves notice of proposed disconnection and T
utility assistance information for the Customer's review; or T

(ii) a telephone call, text, or e-mail to the Customer's last-known telephone number or T
email address in which:
  - (a.) the Company representative provides the Customer with notice of the proposed T
  disconnection and utility assistance information; and
  - (b.) the Company representative either speaks directly with the Customer over the T
  telephone or the Customer receives the utility representative's text or email. T

Rules, Regulations or Extension Policy

RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL (continued)

DEFINITIONS CONTINUED :

(c.) Receipt of a Qualifying Communication. For purposes of compliance with § 40-3-103.6(3)(c)(II) and subparagraph 4001(tt)(II)(B), a Customer "receives" the text or e-mail if: T T

i. the Company sends the text or email with Customer assistance information to the text address or e-mail address previously provided by the Customer to the utility; and T T

ii. the Company does not subsequently receive a "bounce back" or other message indicating the text address is invalid or the e-mail address is invalid.

"Emergency or safety event or circumstance" means a manmade or natural emergency event or safety circumstance:

(i) that prevents Company staff from being able to safely travel to or work at a Customer's residence or place of business for purposes of reconnecting or making necessary repairs prior to reconnecting utility service; or T,T

(ii) for which the Company has dispatched utility staff members to help respond to the emergency or safety event or circumstance and, due to the timing or number of utility staff dispatched, the Company lacks sufficient trained staff to reconnect or make necessary repairs prior to reconnecting utility service at a Customer's residence or place of business; and T

(iii) includes a severe weather event that one or more reputable weather forecasting sources forecasts to occur in the following 24 hours and that is more likely than not to result in dangerous travel or on-site outdoor or indoor work conditions for individuals in the path of the weather event. T

"Utility assistance information" means information that a utility representative provides a Customer informing the Customer that the Customer may contact 1-866-HEAT-HELP (1-866-432-8435) to determine if the Customer qualifies for utility bill payment assistance. T T T

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 the 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 the 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 the Customer's premises after such meters shall have been tested and found to be registering within the limits of accuracy prescribed by the Commission, such fact shall also constitute prima facie evidence of diversion of natural gas. T T T D

In such instances, the Company will, in any reasonable manner, compute the amount of diverted natural gas and shall have the right to enter the Customer's premises and make an actual count of all natural gas consuming devices to aid in such computation. Where the 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 the 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. T T T T

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

1. The Customer has paid all bills as set forth preceding, T
2. The Customer has paid to the Company the installation cost of, or has had installed at the Customer's expense, such entrance and service equipment as is necessary to prevent further diversion of natural gas, and T
3. The Customer has paid a $400.00 diversion of service fee. T

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. T T

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 the Company's suppliers, the Company shall have the right to limit availability. T

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 T 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 T purposes of this tariff, the term "curtailment" shall mean the inability of a Customer to receive gas due to a shortage T of gas supply. The term "interruption" shall mean the inability of the Company to delivers gas supplies to a Customer due to constraints on the Company's system. T

RIGHTS OF WAY AND EASEMENTS T

A request for natural gas service, agreement for natural gas service, or receipt of natural gas service by the T Customer shall be construed as an agreement by the Customer granting to the Company a right-of-way or an T easement, at no cost or expense to the Company, for the installation, operation, maintenance, repair, or replacement T of the Company's gas mains, services, meters, meter connections, regulators, and any other equipment of the T Company necessary to render service to the Customer, with the full right of ingress and egress. If requested by the T Company, the Customer, before service is connected, shall execute the Company's standard form of right-of-way or T easement agreement in a recordable form, granting to the Company satisfactory rights-of-way or easements for T,D suitable location of the Company's mains, services, meters and metering equipment, and other appurtenances on or T across lands owned by or controlled by the Customer, and will furnish, at no cost or expense to the Company, space T and shelter satisfactory to the Company for all apparatus of the Company located on the Customer's premises. In the T event that the Customer shall divide premises by sale in such manner that one part shall be isolated from streets T where the Company's gas mains are accessible, the Customer shall grant or serve an easement for gas service over T the part having access to gas mains for the benefit of the isolated part. T

Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

ACCESS FOR COMPANY'S EMPLOYEES, AGENTS, AND CONTRACTORS N

An application for natural gas service, or receipt of service by the Customer, will be deemed and construed as the Applicant's or the Customer's grant to the Company and its authorized employees, agents, and contractors, of access, including ingress and egress, at all reasonable times in, on, across, over, under, and through the Applicant's or the Customer's real property for any proper purpose, including the purposes of installing, operating, inspecting, testing, repairing, changing, removing, or abandoning in place Company's gas distribution system, and for such other purposes incidental or related to the Company's providing natural gas service and preserving the safety and integrity of its gas distribution system. Further, the Customer grants the Company all property rights necessary or convenient for all equipment that the Company deems appropriate for the service of natural gas on the Customer's property. N N N N N N N N N,D

Refusing, denying, or impeding access to the Applicant's or the Customer's premises or property presents a safety concern and the Company may, at its sole discretion, discontinue or refuse service to the Applicant or the Customer preventing the Company's access for any lawful purpose. N N N

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 the Customer or to others. In the event natural gas is resold in conflict herewith, the Company shall have the right, at its option, either to discontinue service to the Customer, or to furnish service directly to the sub-Customer. T T T

Rules, Regulations or Extension Policy

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 the Customer is available; to determine if extensions of, or additions to, the Company's facilities will be required; and to secure the definite location of the Point of Delivery. The Customer is responsible for the inspection and maintenance of gas facilities after the first valve or cock after the meter. T T T,D

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. T

All gas piping and other natural gas equipment, including, but not limited to, appliances, vents, connectors, valves, and fittings on the Customer's side of the Point of Delivery shall be the sole responsibility of the Customer at all times and shall be furnished, installed, owned, controlled, maintained, repaired and inspected in conformity with good practice and applicable codes, standards, and regulations. The Company does not perform building code inspections and accepts no liability for injury or damage caused by defects in Customer Piping or Customer Equipment. The Company may refuse to connect or continue service until the Customer remedies or corrects faults or defects involving Customer Piping and/or Customer Equipment N N,T N,D N,D D,N N N

The Customer shall, at all times, be responsible for all costs relating to the installation, maintenance and repair of Customer Piping and Customer Equipment. The owner of the Customer Piping and Customer Equipment shall be responsible for arranging and paying for any required maintenance and repair of said Customer Piping and Customer Equipment and all materials, installation, and work performed must comply with all applicable laws and regulations. The owner of the Customer Piping and Customer Equipment shall provide the Company with an assurance acceptable to the Company that all materials, installation, and work performed complies with all applicable specifications, laws, and regulations before gas service will be restored or continued. The Company shall have no duty or responsibility for the design, selection, installation, operation, maintenance, or repair of Customer Piping or Customer Equipment, including no responsibility or duty for (1) determining whether the Customer has complied with all applicable safety codes and regulations; (2) inspecting or maintaining the Customer Piping or Customer Equipment; or (3) in any way establishing or enforcing any piping equipment, device, or facility specifications. The Company shall likewise have no duty, obligation, or responsibility for (1) notifying the Customer of technology or technological advances associated with the Customer Piping or Customer Equipment nor shall the Company have any duty, obligation, or responsibility for determining whether the Customer Piping or Customer Equipment complies with any applicable fuel gas or relevant code; (2) inspecting the performance, location, or maintenance of the Customer's methane detectors and/or carbon monoxide detectors or (3) warning or notifying the Customer regarding the installation, use, performance, and/or maintenance of the Customer Piping or Customer Equipment, including methane detectors and/or carbon monoxide detectors. N N N N N N N N N N N N N N N N N N N

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*This language was moved to Sheet No. R12A.

Rules, Regulations or Extension Policy

RULES AND REGULATIONS
NATURAL GAS SERVICE
GENERAL

CUSTOMER'S INSTALLATION – Cont'd.
The Company assumes no responsibility for the inspection and/or repair of defects in Customer Piping or N
Customer Equipment and will not be responsible for any injury, loss, or damage resulting from such defects or N
improper installation, except where such loss, damage, or injury is the result of the Company's sole active negligence N
or willful misconduct. N
The owner of any Customer Piping or Customer Equipment shall be solely responsible for the loss or escape N
of any gas from said Customer Piping or Equipment, and shall be responsible for any resulting fire, explosion, injury, N
or damage caused thereby. Nothing in this tariff shall be construed to impose any liability on the Company for the N
loss or escape of gas from any Customer Piping or Customer Equipment, or for any injury or damage caused thereby N
or otherwise related to any Customer Piping or Customer Equipment. N
Where operating conditions are such that the utility deems a higher delivery pressure necessary, gas pressure M*
at the meter outlet may exceed four ounces above average local atmospheric pressure, the Company will require the M,D
Customer to install adequate pressure regulating and relief equipment in the Customer's lines so that the pressure at M
the outlet of such regulators shall be of a proper value as to be utilized by the Customer's equipment. M,T
No equipment or apparatus will be connected to the Company's distribution system the operation of which M,T
may cause an abnormal pressure variation in said system as to impair or endanger the natural gas service supplied to M
other Customers on said system or to adversely affect operation of the Company's metering or pressure regulating M,T
equipment. In the event that equipment having a high instantaneous demand such as a gas engine is to be connected, M
the Customer shall provide adequate pulsation or surge tank, shut-off valves and other protective devices as may be M,T
required by the Company. The Customer shall, in every case, confer with the Company before any equipment or M,T
apparatus requiring extremely close regulation of pressure or quality of gas is connected to the Company's M
distribution systems.
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 any Customer Piping and the Point of Delivery, T
the Company will designate a new Point of Delivery to which the Customer, at Customer's expense, will lay the T
Customer Piping. T
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 distribution system and the Customer 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 T
equipment of the Company will be removed or relocated only by personnel authorized by the Company.

POSSESSION OF GAS N
The Company shall be in control and possession of the natural gas deliverable to the Customer and responsible N
for any damage or injury caused thereby to the extent such is caused by the Company's own negligence, until the N
same shall have been delivered to the Customer at the Point of Delivery, after which delivery the Customer shall be N
deemed to be in exclusive control and possession thereof and responsible for any such injury or damage. N

*This language was moved from Sheet No. R12.

Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

PROTECTION OF FACILITIES

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

LIABILITY

All mains, services, apparatus, instruments, meters, regulators, and materials supplied by the T
Company at its expense or under its standard policies and procedures will be and remain the property of T
the Company. The Company's property shall not be worked upon or interfered with by the Customer or T
any other unauthorized persons at any time. T
The Customer shall be responsible for any damage to or loss of the Company's property located on T
the Customer's premises caused by or arising out of the acts, omissions or negligence of the Customer or T
others, or the misuse or unauthorized use of the Company's property by the Customer or others. The cost T
of making good such loss and/or repairing such damage shall be paid by the Customer. The Customer T
shall be held responsible for injury to the Company's employees if caused by the Customer's acts, T
omissions or negligence or by the acts, omission, or negligence of any person acting on behalf of or with T
the consent of the Customer.
The Customer shall be responsible for any and all injury to persons or damage to property occasioned T
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, Customer's Equipment, T,D
machinery or apparatus, and for any and all injury and damage caused by defects in the same. The Company N
is not liable to the Customer, and the Customer shall indemnify, hold harmless, and defend the Company N
and its employees, agents, and representatives from any and all claims or allegations of liability for personal N
injury, damage to property, or any incidental, consequential, business interruption, or other economic N
damages or losses in any manner directly or indirectly connected to, arising from, or caused by acts or N
omissions of any person or party on the Customer`s side of the Point of Delivery. N
M*
M
*This language was moved to Sheet No. R14. M

Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

LIABILITY – Cont'd. N

The 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. In no event shall the Company or its employees be liable for incidental, consequential, business interruption, or other economic damages or losses of the Customer or third parties in any manner directly or indirectly arising from, caused by, or growing out of the interruption or termination of natural gas services. M* M M, N N N N

INDEMNITY TO COMPANY

The Company shall not be liable to a Customer for, and the 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 the Customer's side of the Point of Delivery unless caused by the negligence or wrongful acts of the Company's agents or employees. "Customer" and "Company" as used herein shall include without limitation the agents, employees, licensees, or contractors of each of said parties, or persons acting with permission or authorization from the respective parties. T T T T T T T

*This language was moved from Sheet No. R13. N

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. 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. D,T

Rules, Regulations or Extension Policy

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 1/12 of the total expected next 12 months' 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. T T D,T T

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. T

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 agrees: T T

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. T
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; T,D T
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; T
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.

Rules, Regulations or Extension Policy

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. T

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 11 equal monthly payments followed by a settlement billing in the 12th month. T T T T

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. T

Rules, Regulations or Extension Policy

RESIDENTIAL SERVICE

INSTALLMENT PAYMENT PLAN T

1. Installment payment plan arrangements can be made for Residential Customers if one of the following conditions apply: D,T

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 months. D

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 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 months. D D

c. If gas service has been disconnected, the Customer is required to pay at least 1/3of 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 months. T,D D

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. T T T

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 the Company's tariff. T,D

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. D,T

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. T

Rules, Regulations or Extension Policy

NATURAL GAS SERVICE

SMALL COMMERCIAL
(Equal to or less than 5,000 CCF per year) T

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 5,000 CCF. D T

DEFINITION

Commercial 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 enterprises. D D,T

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, campgrounds, multi-family dwellings where more than one dwelling or one living unit is served through one meter, schools, municipal buildings, churches, charitable institutions, greenhouses, dairies, homeowners associations, etc. D,T

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. T T T T

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. T T D D

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 1/12 of the total expected next 12 months' 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. T D,N T

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. T T

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 agree: T T,D

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. T
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; DT T
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; T
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.

Rules, Regulations or Extension Policy

NATURAL GAS SERVICE

COMMERCIAL
(Greater than 5,000 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 5,000 CCF. D,T T

DEFINITION

Commercial 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 enterprises. D,T D,T

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, campgrounds, multi-family dwellings where more than one dwelling or one living unit is served through one meter, schools, municipal buildings, churches, charitable institutions, greenhouses, dairies, homeowners associations, etc. D,T

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. T D,T T T

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. T T D D

Rules, Regulations or Extension Policy

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 Commission's Rules. T D

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 Piping, not due to fault of Company, relieve Customer of payment of minimum charges under the rate or agreement applicable. T D,T D,T

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 Commission. T,D D

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 1/2 of 1%. 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. D,T

Rules, Regulations or Extension Policy

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 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. D

2. The Company, or any third-party shop with which the Company may contract, shall own and make proper provision to operate at least 1 approved meter prover, preferably of 10 cubic feet capacity, but in no case of less than 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 1/2 of 1% plus or minus. The meter prover shall be accurate to within 0.3 of 1% 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. T D D D,T D,T

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 years. D

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

Rules, Regulations or Extension Policy

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 below and, if inaccuracy is found, such meters shall be adjusted to register within one percent of accuracy when passing gas at 20% of its rated capacity at 1/2 inch water column differential. D,T T T

4. ROUTINE METER TESTS

The Company will routinely test its natural gas meters in accordance with Commission Rule 4303 and with the frequency required by Commission Rule 4304 or in accordance with a sampling program approved by the Commission, except for diaphragm meters 800 cubic feet per hour or less. T T T,D

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 Commission's Rules. Upon request of the Customer to the Commission, a representative of the Commission will be present when such test is made. T,D T

Should a Customer request and receive a meter test as prescribed in Commission 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 Commission. T T T,D D

Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

6. MEASUREMENT ERRORS

If any meter is tested and found to be running more than 2% fast in excess of the error tolerances allowed by the Commission's Rules, the Company shall refund 1/2 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. D T

If any meter is tested and found to be running more than 2% slow in excess of the error tolerances allowed by the Commission's Rules, the Company may charge for 1/2 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. D T

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. T

Rules, Regulations or Extension Policy

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 D
months. In the event the Company uses a multiplier, the Company shall disclose the same on the Customer's D,T
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 T
appropriate adjustment, if any, to rates. The Company shall promptly readjust its Customers' appliances and D,T
devices as required by the Commission's Rules to the extent such readjustment is necessitated as a result of a T
change in the minimum Heating Value and is necessary to render proper service if the readjustment is required T
for safe and efficient use.
The minimum monthly average Heating Value as determined above per cubic foot of natural gas sold by T
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 Commission Rule 4202(f). T,D

RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

9. <u>PRESSURE</u>

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 six inches water column, plus or minus two 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. T T

10. <u>LEAK REPAIR</u>

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. T

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. T

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. T

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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 Company's Service Line and Main Extension Policy available in all territory served by the Company. Extension of the Company's Facilities shall be made in accordance with the Rules, Regulations or Extension Policy in the Company's tariff and in accordance with Colorado Public Utilities Law. T T T T

<u>General Provisions</u>

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. As the Company does not own, operate and maintain transmission mains, the (T) 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 Company's sole discretion, to be continued. (T)

In all cases, the facilities provided will be constructed by the Company, or Company approved contractors, (T) 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 and service line (T) extension arrangements will be based upon the Company's estimate of the cost of constructing and installing (T) the facilities necessary to adequately supply the service requested by Subscriber. 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.

Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

Definition of Terms

Construction Costs of Main & Service Lines

The "Construction Costs" for Main Extensions & Service Lines Extensions shall include the Company's costs, together with all incidental expenses connected therewith, necessary to the Main Extension and/or reinforcement or Service Line Extension. T

Construction Payment

The required amount advanced by Subscriber to pay all Construction Costs, including gross-up for taxes, related Main Extension or Service Line Extension.

Extension Completion Date

The date on which the construction of a Main Extension is completed as shown by the Company's records. T

Main Extension

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

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.

Service Line

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

Service Line Extension

The Service Line and regulator necessary to supply service to an additional Customer.

Subscriber

The Applicant or Customer that requests a Main Extension, Service Line Extension, and/or meter. D,T

Rules, Regulations or Extension Policy

RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

<u>Gas Main and Service Line Installations</u>

<u>Service Lines</u>

For gas service of a permanent character, the Company will select and 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 Extension and meter based on the size and type of the meter required for the Subscriber's T
expected load when the meter is installed. T,D

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<u>Gas Main Extensions</u>

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The Subscriber is responsible for the cost of the Main Extension. D

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RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

Gas Main and Service Line Installations (continued)

Reinforcements

The Subscriber or Customer 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 or Applicant. 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.

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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.

(Reserved for Future Use)

DO NOT WRITE
IN THIS SPACE

(Reserved for Future Use)

DO NOT WRITE
IN THIS SPACE

NATURAL GAS RATES

General Service Classification D

OPTIONAL EXCESS FLOW VALVE SERVICE D

Starting in 2009, the PHMSA required installation of an Excess Flow Valve ("EFV") on all new or D,T
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 T
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." D
- Installation as part of a Company initiated facility replacement: Cost of EFV and installation T
will be the responsibility of the Company.
- Installation on an existing service line as a result of a Customer request: Cost of EFV and T
installation will be solely at the Customer's expense. These costs will include fully loaded T
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 D,T
will determine if an EFV already exists. If no EFV is present, then the Company will provide T
the Customer an estimate of the total cost of work and payment is required prior to T
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. T

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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 for Irrigation Customers 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. T

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

Rules, Regulations or Extension Policy

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.

Curtailment
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 wireless modem and a private wireless communication service. D,T
Such equipment shall be connected to an adequate power source with communication lines. Installation D,T
and ongoing maintenance of the equipment is the responsibility of the End User. T

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. T T

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 IN THIS SPACE

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.

DO NOT WRITE IN THIS SPACE

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.
An EFM device shall be required for all End Users, except for Irrigation customers. In addition, the Company D
reserves the right to require that an EFM device be installed on any end use meter where, in the Company's D
reasonable judgment exercised in a non-discriminatory manner, it determines that there has been a persistent and D
abusive failure by the Shipper to balance nominations with deliveries and usage on the Company's system. D

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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 modem for EFM equipment, all as required by this tariff, shall be D,T
ineligible for transportation service.

Wireless Data Plan D,T
Each EFM must be equipped with a modem and connected to a private wireless data plan selected by the Company. D

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Rules, Regulations or Extension Policy

GAS TRANSPORTATION TERMS AND CONDITIONS

END USER RESPONSIBILITIES (continued)

Communication Line Installation & Maintenance (continued)

During any period in which the wireless communication 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. D,T,D D

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.

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GAS TRANSPORTATION TERMS AND CONDITIONS

OTHER END USER TERMS & CONDITIONS

Curtailment & 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, **N**
2020, the applicable form Transportation Service Agreement is set forth in Sheet Nos. R46D through R46H. **N**
For Transportation Service Agreements executed on or after January 1, 2020, the applicable form **N**
Transportation Service Agreement is set forth in Sheet Nos. R46 through R46D. **N**

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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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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Rules, Regulations or Extension Policy

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	R
Over 10% of Mcf Received by Company	80% of Index Price	R

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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Rules, Regulations or Extension Policy

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 $1/24^{th}$ 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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Rules, Regulations or Extension Policy

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

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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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Date

Atmos Energy Corporation
Attn: Sales Manager **D**
D

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) _______________________________________

____
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All Gas Supply Nominations will be sent to:
ATMOS ENERGY CORP
Nominations & Scheduling **D**
E-mail_____________@atmosenergy.com **D**

DO NOT WRITE IN THIS SPACE

Sincerely,

____

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." **D**

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. **C, T C C**

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

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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.

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. **T**

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. **T**

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.

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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. C C

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 (1 5) 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.

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Rules, Regulations or Extension Policy

FIRM TRANSPORTATION SERVICE AGREEMENT

10. Communication Line. The Company and Transportation Customer 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. D,T D

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	ATMOS ENERGY CORPORATION
By:______________________	By: ____________________________
Title:_____________________	Title: ___________________________ Colorado-Kansas Division

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

C, M[1]

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 ofTransportation 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.

[1] Moved from First Revised Sheet No. R46

FIRM TRANSPORTATION SERVICE AGREEMENT

C, M[2]

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

[2] Moved from Original Sheet No. R46A

FIRM TRANSPORTATION SERVICE AGREEMENT

M[3]

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 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 findingof 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 (1 5) 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

[3] Moved from Original Sheet No. R46B

FIRM TRANSPORTATION SERVICE AGREEMENT

M[4]

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	ATMOS ENERGY CORPORATION
By:__________________________	By: __________________________________
Title:_________________________	Title: _________________________________
	Colorado-Kansas Division

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[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	ATMOS ENERGY CORPORATION
By:__________________________	By: __________________________________
Title:_________________________	Title: _________________________________
	Colorado-Kansas Division

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ATMOS ENERGY CORPORATION

Fax To: [ ]

For Company Use Only:
Transpt Agree #s: _____
New Meter Required:

STANDARD FORM OR REQUEST FOR GAS TRANSPORTATION SERVICE

SHIPPER INFO

Date: _____
***Shipper:** _____
Mailing & Notice Address: _____
Billing Address: _____
Contact Name: _____ **State of Incorporation:** _____
Phone #: _____ **Fax #:** _____
Tax ID#: _____
Emergency Contacts: *For gas flow and other communications. Three preferred.*

During Business Hours 1 _____ 2 _____ **Phone** 1 _____ 2 _____
After Business Hours 1 _____ 2 _____ 3 _____ 1 _____ 2 _____ 3 _____

** If Shipper is different from Receiving Party, then Shipper must include written authorization from Receiving Party to act on its behalf.*

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 ☐
Shipper ☐

** Attach list showing the above information for each Receiving Party.*

SERVICE INFO

INTERRUPTIBLE SERVICE Receiving Party* & Facility Address	Annual Quantity (Dth)	MTDG On Peak Demand Qty

FIRM SERVICE Receiving Party* & Facility Address	Annual Quantity (Dth)	Firm Capacity Peak Day Quantity
** If more than two, attach list showing the above information for each.*	**Total**	_____

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

M[1]

ATMOS ENERGY CORPORATION

STANDARD FORM OR REQUEST FOR GAS TRANSPORTATION SERVICE

SVC INFO

Requested Date of Service to Commence: _____

Requested Date of Service to Terminate: _____

TRANSPORTATION INFO

Firm Transportation Primary Receipt Point(s)
(not needed for Interruptible Transportation Requests)
Daily Quantity (Dth)

***Firm Receipt Point**

Total _____

**Firm Receipt Point Quantity should not include fuel %, and Total Quantity cannot exceed Peak Day Quantity*

Nominating
***Agent:** _____ _____
Mailing Address: _____
Contact Name: _____ **Phone:** _____
Fax: _____

Emergency Contacts During:
Business Hours: _____
After Hours: _____
****Receives Quantity Determination Detail reports.***

BILLING AGENT

Billing
Agent: _____
Mailing Addr: _____
Contact Name: _____
Phone #: _____ **Fax #:** _____
****Receives Billing Summary.***

APPROVAL

Submitted By:______
Name: _____
Title: _____
Date: _____

Company Use Only

Approved: _____
Date: _____
Name: _____
Title: _____
Transport Rep: _____

Date:
Agency Designation Received:____________
Meter Request Competed:_________________
Imbalance transfer letter submitted with request (Y☐/N☐)

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[1] Moved from Original Sheet No. 46A

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DEFINITIONS

"Applicant" means any person, partnership, association, organization, firm, public or private corporation, or governmental agency that has submitted an application to Atmos Energy to obtain gas service pursuant to the Company's Tariff.

"Atmos Energy" or the "Company" means Atmos Energy Corporation.

"British Thermal Units" or "BTU" means the quantity of heat required to raise the temperature of one pound of water one degree Fahrenheit at a specified temperature.

"Colorado Public Utilities Law" means the Commission's Rules and Title 40 of the Colorado Revised Statutes, as applicable.

"Commercial Service" is defined on Sheet Nos. R16 and R17.

"Commission" means the Colorado Public Utilities Commission or any successor of such Commission having jurisdiction over the Company's rates and service policies.

"Commission Rule(s)" means the Commission's Rules of Practice and Procedure (4 CCR 723-1) and Rules Regulating Gas Utilities (4 CCR 723-4).

"Company Facility" means a pipeline that is used for the delivery of natural gas to Customers that is not owned or operated by another party.

"Customer" means any person, partnership, association, organization, firm, public or private corporation, or governmental agency applying for, receiving, receiving the benefit of, or using in any way natural gas service supplied by the Company and includes any consumers of said gas even if such consumers are not Customers of Record.

"Customer Equipment" means all appliances, piping, vents, connectors, valves, fittings or any other gas utilization or distribution equipment including, but not limited to, methane detectors and carbon monoxide detectors at or on Customer's side of the Point of Delivery.

"Customer Piping" means all pipes, equipment, apparatuses, or facilities of any kind on Customer's side of the Point of Delivery used by Customer in any manner in connection with the provision or taking of natural gas service.

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DEFINITIONS

"Customer of Record" means the Applicant or Customer in whose name the account with the Company is listed.

"Emergency or safety event or circumstance" is defined on Sheet No. R8G.

"Heating Value" is defined on Sheet No. 20A.

"Main Line" is defined on Sheet No. R7.

"PHMSA" means the U.S. Department of Transportation Pipeline Hazardous Materials Safety Administration.

"Point of Delivery" means the point of connection between facilities of the Company and another party at which the gas leaves the outlet side of the measuring equipment or main of the Company and enters the facility of the other party or other agreed upon point.

"Qualifying Communication" is defined on Sheet Nos. R8F and R8G.

"Residential Service" is defined on Sheet No. R15.

"Recovered Gas Cost" is defined on Sheet No 6.

"Small Commercial Service" is defined on Sheet No. R16.

"Utility assistance information" is defined on Sheet No. R8G.