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.

CLICK HERE FOR LINK TO TABLE OF CONTENTS

CLICK HERE FOR LINK TO RULES AND REGULATIONS INDEX

THIS DOCUMENT LAST UPDATED JANUARY 1, 2016

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

1-888-286-6700

SCHEDULE OF RATES FOR GAS

APPLYING TO THE FOLLOWING TERRITORY

ALL TERRITORY SERVED IN BACA, BENT, CHAFFEE, DOLORES, FREEMONT

GUNNISON, KIOSA, LA PLATA, MONTEZUMA, MOFFAT, PROWERS, RIO BLANCO,

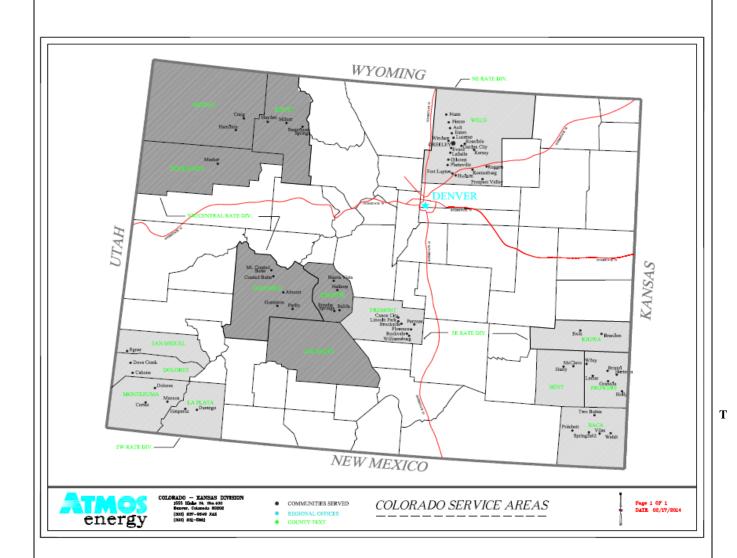
ROUTT, SAGUACHE, SAN MIGUEL, AND WELD COUNTY COLORADO

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Advice Letter No. <u>465-Third Amended</u> Decision or Authority No. ____ s/Karen Wilkes Title: Vice President Regulatory and Public Affairs Issue Date: <u>June 9, 2009</u> Effective Date: <u>July 25, 2010</u>

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MAP



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Advice Letter No. 508 Decision or Authority No. s/Karen P. Wilkes
Title: Vice-President Regulatory
and Public Affairs

Issue Date: February 28, 2014 Effective Date: April 1, 2014

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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	
S – indicates reissued matter (from another sheet)	
D – indicates discontinued rate or regulation	
A – indicates adjustment for roll-in portions of the Gas Cost	
· · · · · · · · · · · · · · · · · · ·	
Adjustment Sub – indicates substitute	
NC – indicates no change	
M – indicates material moved from or to another part of Tariff	

Issue Date: <u>December 16, 2015</u> Effective Date: <u>January 1, 2016</u>

Rules, Regulations or Extension Policy

TERRITORY SERVED

Natural Gas Service is supplied in the following cities, towns and communities and/or in their adjacent Fringe and Rural Territories. 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, standard delivery pressure of ½ pound, and a pressure of 14.65 pounds per square inch absolute. The average atmospheric pressures (p.s.i.a.) utilized in this adjustment are as follows:

<u>Locality</u>	Local Pressure Base ²	County		
Almont ¹	11.25	Gunnison		Т
Ault	12.55	Weld		T
Brandon	13.00	Kiowa		
Bristol ¹	13.18	Prowers		
Brookside	12.37	Fremont		
Buena Vista	11.21	Chaffee		
Cahone ¹	11.83	Dolores		
Canon City	12.37	Fremont		
Cortez	12.00	Montezuma		
Craig	12.00	Moffat		
Crested Butte	10.91	Gunnison		
Dolores	11.69	Montezuma		
Dove Creek	11.73	Dolores		
Durango	11.87	LaPlata		
Eads	12.87	Kiowa		
Eaton	12.59	Weld		
Egnar ¹	11.53	San Miguel		
Evans	12.68	Weld		
Florence	12.44	Fremont		
Fort Lupton ¹	12.32	Weld		T
Garden City	12.67	Weld		
Gilcrest	12.63	Weld		
Granada	13.21	Prowers		
Greeley	12.67	Weld		T
Gunnison	11.38	Gunnison		
Hamilton	12.00	Moffat		
Hartman	13.16	Prowers		
Hasty ¹	13.03	Bent		
Hayden	11.94	Routt		
Hesperus	11.21	LaPlata		
Holly	13.25	Prowers	DO NOT WRITE	
Hudson	12.51	Weld	IN THIS SPACE	
Keenesburg	12.54	Weld		
Kersey	12.69	Weld		T
Lamar	13.15	Prowers		
See Sheet No. 4 for f	ootnote explanations			

Advice Letter No. <u>508</u> Decision or Authority No. s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: <u>February 28, 2014</u> Effective Date: <u>April 1, 2014</u>

Rules, Regulations or Extension Policy TERRITORY SERVED – Cont'd.

<u>Locality</u>	Local Pressure Base²	County	
La Salle	12.66	Weld	
Lincoln Park ¹	12.12	Fremont	T
Lucerne ¹	12.63	Weld	
Mancos	11.67	Montezuma	
McClave ¹	13.04	Bent	
Meeker	11.98	Rio Blanco	
Milner	11.86	Routt	
Mount Crested Butte	10.89	Gunnison	
Nathrop	11.38	Chaffee	
Nunn	12.44	Weld	
Parlin ¹	11.29	Gunnison	
Penrose ¹	12.37	Fremont	
Platteville	12.60	Weld	
Pierce	12.50	Weld	
Poncha Springs	11.47	Chaffee	
Pritchett	12.60	Baca	T
Prospect Valley ¹	12.59	Weld	
Rockvale	12.36	Fremont	
Roggen ¹	12.65	Weld	
Rural Saguache ¹	11.38	Saguache	
Salida	11.65	Chaffee	
Springfield	12.80	Baca	
Steamboat Springs	11.79	Routt	
Two Buttes	12.91	Baca	
Vilas	12.90	Baca	
Walsh	12.99	Baca	
Wiley	13.10	Prowers	
Williamsburg	12.35	Fremont	
Windsor	12.62	Weld	

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Issue Date: <u>February 28, 2014</u> Effective Date: <u>April 1, 2014</u>

- 1. Unincorporated Communities
- Calculated Atmosphere Pressure (PSIA) + 0.25 lbs. delivery pressure.
 Meters with a higher delivery pressure will be Calculated Atmospheric
 Pressure (PSIA) + actual delivery pressure. See Sheet 14 for information
 regarding the conversion of local pressure base to a uniform Billing
 Pressure Base.

Advice Letter No. <u>508</u> Decision or Authority No. s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs

Colo. P.U.C. No. 7 Gas Seventh Revised Sheet No. 5 Cancels Sixth Revised Sheet No. 5

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 an annual GCA with an effective date of November 1. Additional GCA applications may also be filed provided that projected cost changes, such as Forecasted Gas Commodity and Upstream Service costs, result in at least one cent (\$0.01) per thousand cubic feet ("Mcf") of Forecasted Sales Gas Quantity. The GCA for all applicable rate schedules is as set forth on the Gas Cost Adjustment & Rate Component Summary, and will be added to the Company's Distribution System Rate for billing purposes.

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 less the total amount of gas cost determined to have been uncollectible and written off which remain unpaid for each month of the reconciliation period: 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, and in accordance with the authorizations granted in Docket Nos. 12L-213G and 14L-0254G, gas price management costs, incurred to mitigate the volatility of gas prices, as an approved part of Atmos' gas procurement strategy, shall include but are not limited to those resulting from Atmos' use of the following financial instruments: swap agreements, basis swap agreements, and call options.

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

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

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

Other terms used in this tariff are standardized terms as defined in the Commission's Rules of Practice and Procedure.

CURRENT GAS COST

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

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

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Advice Letter No. 512 Decision or Authority No. C14-0349 s/Karen Wilkes
Title: Vice-President
Regulatory and Public Affairs

Issue Date: April 2, 2014 Effective Date: April 7, 2014 Т

NATURAL GAS RATES

Gas Cost Adjustment (continued)

CURRENT GAS COST (continued)

Current Gas Cost will be updated at least once per year as required by the Commission's Gas Cost Adjustment Rules in the Company's annual GCA filing effective November 1. 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.

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 of the previous Gas Purchase Year, plus Interest on Underor Over-Recovery (if net amount is negative), divided by Forecasted Sales Gas Quantity. The interest rate used is equal to the current interest rate for meter deposits listed on Sheet No. R5A.

A revised Deferred Gas Cost will be effective beginning November 1 of each year. The revised Deferred Gas Cost will replace the previous Deferred Gas Cost included in the Company's GCA Rates. The Deferred Gas Cost shall also be adjusted for Gas Cost amounts which are uncollectible.

RECOVERED GAS COST

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

GAS COST ADJUSTMENT

The following formula is used to determine the Gas Cost Adjustment Amount: Gas Cost Adjustment= A + B

A = Current Gas Cost B = Deferred Gas Cos

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Advice Letter No. 496 Decision or Authority No. R13-0367

R13-0367-E

Title: Vice-President Regulatory & **Public Affairs**

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s/Karen Wilkes **Issue Date: April 15, 2013** Effective Date: April 18, 2013

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 as an application in accordance with the Commission's Gas Cost Adjustment Rules and the Commission's Rules of Practice and Procedure. In addition to Commission's Gas Cost Adjustment Rules, the Company shall file annual reports with the Commission, providing by month the following amounts: Gas Cost Written Off, Margin Written Off, Tax and Other Written Off, Total Written Off, Gas Cost Collected and Margin Collected. The Company's GCA as set forth above incorporates by reference the entire rule regarding GCAs. The intent of the GCA rule shall prevail in case of any conflict, error or omission in the Company's GCA tariff stated herein.

UNCOLLECTIBLE GAS COSTS

The uncollectible gas cost incurred by Atmos from July 1, 2011, through June 30, 2013, shall continue to be tracked in Atmos' Account 191 and shall be recovered from customers through Atmos' GCA rates in effect from November 1, 2013, through October 31, 2014, subject to true-up pursuant to the terms of Atmos' GCA. In Atmos' October 15, 2013, GCA filing, Atmos shall provide the supporting documentation regarding the July 1, 2011, through June 30, 2013, uncollectible gas costs as required by Decision No. R09-1381 at paragraph 76. Further, Atmos shall provide a separate exhibit as part of that GCA filing with a narrative description documenting where the uncollectible gas costs can be found in that filing.

The uncollectible gas costs incurred by Atmos from July 1, 2013 through December 31, 2013, shall be tracked in Atmos' Account 191 and shall be recovered from customers through Atmos' GCA rates in effect from November 1, 2014 through October 31, 2015, subject to true-up pursuant to the terms of Atmos' GCA. In Atmos' October 15, 2014, GCA filing, Atmos shall provide the supporting documentation regarding the uncollectible gas costs for the period July 1, 2013, through December 31, 2013, as required by Decision No. R09-1381 at Paragraph 76. Further, Atmos shall provide a separate exhibit as part of that GCA filing with a narrative description documenting where the uncollectible gas costs can be found within that filing.

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Issue Date: August 26, 2013

Effective Date: August 28, 2013

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Advice Letter No. <u>497-Amended</u> Decision or Authority No. <u>R13-1022-I</u> s/Karen P. Wilkes
Title: Vice-President Regulatory &
Public Affairs

TRANSPORTATION GAS COST ADJUSTMENT

APPLICABILITY

The Transportation Gas Cost Adjustment is applicable to the End User who receives service under a transportation rate schedule and who opts for AMR Electronic Metering Equipment to record usage and imbalance information. The Transportation Gas Cost Adjustment will be subject to annual changes to be effective for bills rendered on and after November 1 of each year. 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.

TRANSPORTATION GAS COST ADJUSTMENT

The Transportation Gas Cost Adjustment (TGCA) rates shall be as set forth in Exhibit No. 2 of the Amended Stipulation and Agreement in Resolution of Advice Letter No. 465 entered into by the Parties in Docket No. 02S-442G (See Sheet No. 11 for a listing of the TGCA rates applicable to each rate division).

TREATMENT OF COST RECOVERED

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

INFORMATION TO BE FILED WITH THE PUBLIC UTILITIES COMMISSION

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

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NATURAL GAS RATES

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

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

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

DSM Plan Filing

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

Annual G-DSMCA Filings

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

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

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

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

Definitions

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

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Advice Letter No. 483 Decision or Authority No. 4CCR 723-4-4404

s/Karen Wilkes **Title: Vice-President Regulatory & Public Affairs** Issue Date: August 5, 2011

Effective Date: September 4, 2011

NATURAL GAS RATES

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

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

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

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

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

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

G-DSMCA Factor = (<u>Current DSM Cost + DSM Bonus + Deferred G-DSMCA Cost</u>) (CCount * FC + Sales * DSR)

where:

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

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

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

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

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Issue Date: June 9, 2009

Effective Date: July 25, 2009

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cility Charges 25%) 25%) 25%) 25%) 25%)	Volumetric Charges (0.25%) (0.25%) (0.25%) (0.25)% 2.69% 2.69% 2.69%	(R,I (R,I (R,I (I,I) (I,I) (I,I)
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Issue Date: April 15, 2015 Effective Date: July 1, 2015

NATURAL GAS RATES Cost Adjustment & Rate Component Summary All volumetric rates at \$ per CCF

Class/Sheet						
No.	Type of Charge	<u>NE</u>	NW/C	<u>SE</u>	$\underline{\mathbf{SW}}$	
Residential		_				
15	Facilities Charge	\$11.68	\$11.68	\$11.68	\$11.68	(I,I,I,I)
	PIPP	\$0.00	\$0.00	\$0.00	\$0.00	
	Gas DSMCA	(\$0.06)	(\$0.06)	(\$0.06)	(\$0.06)	
	Gas Cost Adjustment (GCA):					
	Commodity	\$0.28860	\$0.28628	\$0.28220	\$0.29042	
	Upstream Pipeline	0.17778	0.17827	0.11021	0.02408	
	Deferred Gas Cost	(0.07880)	(0.07050)	(0.00970)	(0.08820)	
	Total GCA	\$0.38758	\$0.39405	\$0.38271	\$0.22630	
	Distribution System Rate	0.19016	0.19016	0.19016	0.19016	(I,I,I,I)
	Volumetric DSMCA	(0.00091)	(0.00091)	(0.00091)	(0.00091)	
	Volumetric SSIR Surcharge	0.00718	0.00718	0.00718	0.00718	
	Total volumetric rate for class	<u>\$0.58401</u>	<u>\$0.59048</u>	<u>\$0.57914</u>	\$0.42273	(I,I,I,I)
Small Comm	ercial & Commercial					
15	Facilities Charge	\$28.44	\$28.44	\$28.44	\$28.44	(I,I,I,I)
	PIPP	\$0.00	\$0.00	\$0.00	\$0.00	
	Gas DSMCA	\$0.66	\$0.66	\$0.66	\$0.66	
	Gas Cost Adjustment (GCA):					
	Commodity	\$0.28860	\$0.28628	\$0.28220	\$0.29042	
	Upstream Pipeline	0.17778	0.17827	0.11021	0.02408	
	Deferred Gas Cost	(0.07880)	(0.07050)	(0.00970)	(0.08820)	
	Total GCA	\$0.38758	\$0.39405	\$0.38271	\$0.22630	
	Distribution System Rate	0.11222	0.11222	0.11222	0.11222	(I,I,I,I)
	Volumetric DSMCA	0.00261	0.00261	0.00261	0.00261	
	Volumetric SSIR Surcharge	0.00424	0.00424	0.00424	0.00424	
	Total volumetric rate for class	<u>\$0.50665</u>	<u>\$0.51312</u>	<u>\$0.50178</u>	<u>\$0.34537</u>	(I,I,I,I)
Irrigation Se	rvice					
17 17	Facilities Charge	\$45.48	NA	\$45.48	NA	(I,I)
	PIPP	\$0.00	1171	\$0.00	1111	(*,*/
	Gas Cost Adjustment (GCA):	Ψ0.00		Ψ0.00		
	Commodity	\$0.28860	NA	\$0.28220	NA	
	Upstream Pipeline	0.17778	1171	0.11021	1111	
	Deferred Gas Cost	(<u>0.07880)</u>		(<u>0.00970)</u>		
	Total GCA	\$0.38758		\$0.38271		
	Distribution System Rate	0.10376		0.10376		(I,I)
						(*,*/
	Volumetric SSIR Surcharge	0.00392		0.00392		

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Advice Letter No. <u>523</u> Decision or Authority No. <u>C15-1187</u> s/Jennifer Ries Title: Vice-President Rates and Regulatory Affairs Issue Date: <u>December 16, 2015</u> Effective Date: <u>January 1, 2016</u>

Colo. P.U.C. No. 7 Gas Sixth Revised Sheet No. 10 Cancels Fifth Revised Sheet No. 10

(RESERVED FOR FUTURE USE)		
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Advice Letter No. 484

s/Karen P. Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: October 28, 2011

Decision or Authority No. C11-1147

Effective Date November 1, 2011

NATURAL GAS RATES Cost Adjustment & Rate Component Summary

All volumetric rates at \$ per CCF

Class/Sheet						
No.	Type of Charge	NE	NW/C	SE	SW	
Transportati	ion Service					
23, 25	Facilities Charge	\$85.29	\$85.29	\$85.29	\$85.29	(I, I, I, I)
	Gas Cost Adjustment (GCA):					
	Commodity	NA	NA	NA	NA	
	Upstream Pipeline	NA	NA	NA	NA	
	Deferred Gas Cost	NA	NA	NA	NA	
	Transportation Gas Cost Adj.	\$0.00600	\$0.00600	\$0.00600	\$0.00600	
	Total GCA	\$0.00600	\$0.00600	\$0.00600	\$0.00600	
	Max Distribution System Rate	0.09236	0.09236	0.09236	0.09236	(I, I, I)
	Volumetric SSIR Surcharge	0.00349	0.00349	0.00349	0.00349	
	Total volumetric rate for class	\$0.10185	\$0.10185	\$0.10185	\$0.10185	(I, I, I)

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IN THIS SPACE

Advice Letter No. <u>523</u>

Decision or Authority No. <u>C15-1187</u>

s/Jennifer Ries Title: Vice-President Rates and Regulatory Affairs Issue Date: December 16, 2015

Effective Date: January 1,2016

Colo. P.U.C. No. 7 Gas First Revised Sheet No. 12 Cancels Original Sheet No. 12

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 Other Than Normal Working Hours ^[1] To reinstitute gas service:	\$45.00 \$85.00
During Normal Working Hours Other Than Normal Working Hours ^[1]	\$45.00 \$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 Other Than Normal Working Hours To process a check from a customer that is returned by the bank as not particle. Pay Center Transaction Fee Trip Charge Diversion Fee Final Meter Reading Fee Collection Fee Electronic Measurement Trip Charge	\$15.00 \$85.00
[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.	DO NOT WRITE IN THIS SPACE
[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	

Advice Letter No. <u>470</u> Decision or Authority No. <u>R09-1381</u> s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: <u>January 4, 2010</u> Effective Date: <u>January 6, 2010</u>

Denver, Colorado 80202
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.
DO NOT WRITE IN THIS SPACE

Issue Date: <u>June 9, 2009</u> Effective Date: <u>July 25, 2009</u>

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 plus the standard delivery pressure of ½ pound for each town served by the Company is provided on Sheet No. 3 and Sheet No. 4.

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 = $[(LPB + DP) / 14.65] \times LPB \text{ Volume}$

Where

DP = Delivery Pressure (standard delivery pressure of ½ lbs or

actual delivery pressure).

LPB = Calculated Atmosphere Pressure (PSIA)

LPB Volume = metered volume

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

Effective Date: July 25, 2009

Colo. P.U.C. No. 7 Gas Seventh Revised Sheet No. 15 Cancels Sixth Revised Sheet No. 15

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NATURAL GAS RATES		Ī
(General Service Classification)		1
GENERAL SERVICE		
(Rate Title or Number)		1
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 Small Commercial and Commercial Distribution System Rate, per CCF (Billing Pressure Base 14.65 PSIA)	\$ 11.68 \$ 28.44	
Residential Small Commercial and Commercial	.19016 .11222	
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.'s 3 and 4 for applicable local pressure base and Sheet No. 14 for computation of bill information.		
[2] See Sheet No. 19 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. DO NOT WRITE IN THIS SPACE		

Issue Date: <u>December 16, 2015</u> Effective Date: <u>January 1, 2016</u>

(Reserved for Future us	se)
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Colo. P.U.C. No. 7 Gas Fifth Revised Sheet No. 17 Cancels Fourth Revised Sheet No. 17

Issue Date: December 16, 2015

Effective Date: January 1, 2016

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NIAMIDAL CIACIDAMEC		
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 Colorade the right to render service only where it has adequate distribution capacity.	o. The Company reserves	
APPLICABILITY Applicable to any individually metered customer using gas engine driven		RATE
pumps for irrigating land. Gas service under this schedule is not available for resale or for standby service.		
MONTHLY RATE ^[1] Facilities Charge Distribution System Rate, per CCF @ 14.65 PSIA		\$ 45.48 .10376
GAS COST ADJUSTMENT This rate schedule is subject to Gas Cost Adjustments stated in the Gas Cost Rate Component Summary Schedule.	t Adjustment &	
OTHER RIDERS This rate schedule may from time to time be subject to rider(s) as permitted Utilities Commission.	by the Public	
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.	DO NOT WRIT IN THIS SPACE	
[11]See Sheet No. 19 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.		

s/Jennifer Ries Title: Vice-President

Rates & Regulatory Affairs

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NATURAL GAS RATES (General Service Classification)

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GENERAL RATE SCHEDULE ADJUSTMENT RIDER

APPLICABILITY

The General Rate Schedule Adjustment ("GRSA") Rider applies to charges for gas service calculated as a percentage of base revenues. The GRSA, as approved in Proceeding No. 15AL-0299G, will be applied evenly to all tariff rate classes and shall be implemented as the percentage(s) listed below commencing on the effective date of this tariff.

Facilities Charge: 6.17% Volumetric Charge: 6.17%

The GRSA is in addition to each class' existing base rates resulting in the following increases:

Class	Facilities GRSA	Volumetric GRSA
Residential	\$0.68	\$0.01105
Commercial	\$1.66	\$0.00652
Irrigation	\$2.64	\$0.00603
Transportation	\$4.96	\$0.00537

RATE CASE EXPENSE

The GRSA includes Rate Case Expenses of 0.73%. The Rate Case Expense percentage will be recovered over a two-year period. At the end of the period, Atmos Energy will make a compliance filing removing the Rate Case Expense percentage from the GRSA.

REFUND/RECOVERY

If the GRSA billed rate case expense amounts exceed or fail to recover the total approved amount from Proceeding No. 15AL-0299G within the two year period, Atmos Energy will refund or collect amounts +/- \$5,000 difference from the amount approved by adding/subtracting the amount to/from the GRSA base revenue percentage.

DO NOT WRITE IN THIS SPACE

Advice Letter No. <u>523</u> Decision or Authority No. <u>C15-1187</u> s/Jennifer Ries Title: Vice-President Rates & Regulatory Affairs Issue Date: <u>December 16, 2015</u> Effective Date: <u>January 1, 2016</u>

Colo. P.U.C. No. 7 Gas Second Revised Sheet No. 20 Cancels First Revised Sheet No. 20

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Colo. P.U.C. No. 7 Gas Second Revised Sheet No. 22 Cancels First Revised Sheet No. 22

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Advice Letter No. <u>471</u> Decision or Authority No. <u>R09-1381</u> s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: <u>January 11, 2010</u> Effective Date: <u>February 11, 2010</u>

Colo. P.U.C. No. 7 Gas Eighth Revised Sheet No. 23 Cancels Seventh Revised Sheet No. 23

	GAS TRANSPORTATION RATES	
	(General Service Classification)	
	FIRM TRANSPORTATION SERVICE (Rate Title or Number)	COMPANY RATE CODE
AVAILABILITY		
	available to all Small Commercial, Commercial, and Irrigation mpany's service territory where unsubscribed firm gas supply cap	pacity
APPLICABILITY		
agreement (transport gas) gas to End User's place of Transportation Service A End User. The Company User's gas from the Recessibject to the terms and company to the terms and company transport transport to the terms and company transport to the terms and company transport transpor	s End Users that have purchased supplies of natural gas by separa and that have requested Company to utilize its system to transport utilization. Service provided hereunder shall be in accordance greement of not less than one Year in duration between Company's sole obligation hereunder is to redeliver Equivalent Volumes of ipt Point to the Delivery Point. Transportation service hereunder onditions herein set forth and to the availability of adequate capar form such service without detriment to its other customers.	ort such with a y and of End r will be
MONTHLY RATES ^[1]		
Facility Charge		\$85.29
	ost adjustment charge ^[2] ge, All gas transported per CCF:	Note 1
All Divisions All Divisions	Minimum Rate, per CCF @ BPB Maximum Rate, per CCF @ 14.65 PSIA	\$0.00500 \$0.09236
applying uniform perc	or applicable General Rate Schedule Adjustment Rider centage increase to all non-gas facilities charges and tes to all tariff rate classes.	
[2] Applicable to End U	Users in all service areas with no EFM device installed.	
		DO NOT WRITE IN THIS SPACE

Issue Date: <u>December 16, 2015</u> Effective Date: <u>January 1, 2016</u>

Colo. P.U.C. No. 7 Gas Third Revised Sheet No. 24 Cancels Second Revised Sheet No. 24

GAS TRANSPORTATION RATES (General Service Classification) FIRM TRANSPORTATION SERVICE **COMPANY** (Rate Title or Number) RATE CODE SERVICE REQUIREMENTS RATE 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 D 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. 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 DO NOT WRITE IN THIS SPACE

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

s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: <u>February 27, 2014</u> Effective Date: March 1, 2014

GAS TRANSPORTATION RATI	ES	
(General Service Classification)		
FIRM TRANSPORTATION SERVICE		COMPANY
(Rate Title or Number)		RATE
		CODE
RULES AND REGULATIONS		
		RATE
Service supplied under this schedule is subject to the terms and conditions the Company's Rules and Regulations on file with The Public Utilities Co.		
the State of Colorado		
OTHER RIDERS		
This rate schedule may from time to time be subject to rider(s) as permitted by the Commission of the State of Colorado	Public Utilities	
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Colo. P.U.C. No. 7 Gas First Revised Sheet No. 26 Cancels Original Sheet No. 26

(General Service Classification) LATE PAYMENT CHARGE (Rate Title or Number)	COMPANY RATE CODE
If payment is not made on or before the due date of the bill, all non-residential servic customers may be subject to a late payment charge of 1.5% per month on the unpaid including any arrearages on the bill and any previous unpaid late payment charges.	RATE
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NATURAL GAS RATES SYSTEM SAFETY AND INTEGRITY RIDER

- 1. <u>APPLICABILITY</u>. 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 be implemented For an initial three year term beginning January 1, 2016 and ending December 31, 2018 and recover capital Investments made between September 1, 2015 and December 31, 2018. The SSIR rates to be applied to each Rate Schedule are as set forth on Sheet Nos. 9 and 11 (exclude special contracts and other revenue).
- 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, except for the initial filing. On November 2, 2015, the company will make as advice letter filing to be effective January 1, 2016 with the first SSIR Cost Recovery Request. On February 1, 2016, the Company will submit the SSIR 5 Year Forecast and Company's confidential DIM Plan. 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, SSIR prioritization results, project name, project scope, project prioritization score, estimated construction start and completion dates, project cost estimate, discussion of risk modifiers, diagram of proposed replacement project, change of right-of-way, change of capacity, and status update. On or before February 1 of each year the Company will file a true-up report with the Commission that will match final costs with revenues collected. No later than April 30 of each year beginning in 2017 and ending in 2019 unless otherwise ordered by the Commission, 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 <u>"Deferred SSIR Balance"</u> 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) a return, at a percentage equal to the Company's weighted average cost of capital grossed up for taxes, approved in Proceeding No. 15AL-0299G 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) the plant-related ownership costs associated with such incremental plant investment, including depreciation, accumulated deferred income taxes (if the Company has no regulated net operation loss), and all taxes including income taxes and property taxes; and (3) no operations and maintenance expenses shall be included as an SSIR Eligible Cost

DO NOT WRITE IN THIS SPACE

Advice Letter No. <u>521 - Amended</u> Decision or Authority No. C15-1187

s/Jennifer Ries Title: Vice-President Rates & Regulatory Affairs Issue Date: <u>December 4, 2015</u> Effective Date: <u>January 1, 2016</u>

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NATURAL GAS RATES SYSTEM SAFETY AND INTEGRITY RIDER (continued)

- 3.3 "System Safety Integrity Rider Projects" ("SSIR Projects"). shall mean 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 November 2, 2015 (for 2016 Projects) and on or before each November 1 thereafter (for 2017 and beyond Projects), (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 November 2, 2015 (for 2016 Projects) and each November 1 thereafter (for 2017 and beyond Projects). 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 the 12 months ending four months prior to the date of the filing. Atmos Energy will further calculate the revenue increase associated with the proposed SSIR for its sales customers.
- 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.

DO NOT WRITE IN THIS SPACE

Advice Letter No. <u>521-Amended</u> Decision or Authority No. <u>C15-1187</u> s/Jennifer Ries Title: Vice-President Rates & Regulatory Affairs Issue Date: <u>December 4, 2015</u> Effective Date: <u>January 1, 2016</u>

Colo. P.U.C. No. 7 Gas Fourth Revised Sheet No. 29 Cancels Third Revised Sheet No. 29

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6. MEETINGS WITH COMMISSION STAFF AND OFFICE OF CONSUMER COUNSEL

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

7. SSIR RATES

Class	Volumetric SSIR
Residential	\$0.00718
Commercial	\$0.00424
Irrigation	\$0.00392
Transportation	\$0.00349

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

DO NOT WRITE IN THIS SPACE

Advice Letter No. <u>521 - Amended</u> Decision or Authority No. <u>C15-1187</u>

s/Jennifer Ries Title: Vice-President Rates & Regulatory Affairs Issue Date: <u>December 4, 2015</u> Effective Date: <u>January 1, 2016</u>

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

s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: February 27, 2014 Effective Date: March 1, 2014

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

Colo. P.U.C. No. 7 Gas Third Revised Sheet No. 31 Cancels Second Revised Sheet No. 31

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

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

All sales rate schedules for natural gas service are subject to a Percentage of Income Payment Plan (PIPP) surcharge designed to recover costs associated with the Low Income Program in accordance with the Gas Service Low Income Program Rule 4412 of the Commission's Rules Regulating Gas Utilities and Pipeline Operators, 4 Code of Colorado Regulations 723-4 ("Low Income Program Rules"). The PIPP shall apply as a monthly fixed surcharge fee for all residential, commercial and irrigation customers.

PIPP Program Filing

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

Program components addressed by the Company are as follows:

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

On or before March 1 of each year, Staff of the Commission shall compute household income levels for households containing different numbers of persons for Phase I, II and III eligibility by using the most recent federal poverty level guidelines for households of different sizes. On or before April 1 of each year, the Commission shall send a letter to the Company stating the new poverty level guidelines. On or before July 1 of each year, the Company shall file an advice letter or application revising its tariffs to show the same current Phase I, II and III income eligibility thresholds.

Phase I: July 1, 2012 – September 30, 2013

An Interim Low Income Program Surcharge was approved by Decision C12-0694 and became effective on July 1, 2012. Cost recovery was fixed at \$0.25 per month.

Phase II: October 1, 2013 – September 30, 2014

Eligible participants are limited to those with a household income at or below one hundred fifty percent of the current federal poverty level during the second year of operation of the program. Cost recovery from non-participants will be no more than \$0.28 per month.

Phase III: October 1, 2014 – September 30, 2015

Eligible participants are limited to those with a household income at or below one hundred eighty-five percent of the current federal poverty level during the third and subsequent years of operation of the program. Cost recovery from non-participants will be no more than \$0.315 per month.

DO NOT WRITE IN THIS SPACE

Issue Date: May 30, 2014

Effective Date: June 30, 2014

Advice Letter No. 513 Decision or Authority No. s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Т

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NATURAL GAS RATES

Percentage of Income Payment Plan (PIPP)/Low Income Program (continued) **Customer Participation and Eligibility**

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

- 1) Customers participating in the PIPP program must apply for and be eligible for LEAP assistance. LEAP is a federally funded program administered by the Colorado Department of Human Service ("CDHS"), LEAP customers are determined to be eligible for benefits by CDHS during the Department's most current or most recently closed six month period between November 1 and April 30.
- 2) Once a customer is determined to be eligible for LEAP by the State and has authorized CDHS to release household data necessary to calculate eligibility for and benefits of PIPP participation, the Company will send out a mailing notification of expected personalized PIPP benefits for all eligible participants along with an enrollment form requiring the LEAP customer to elect to opt in to the PIPP. The enrollment form must be returned to the Company.
- 3) Participants of the PIPP are approved based on income eligibility phase-in schedule as reflected under Rule 4412 (c)(II)(B). PIPP Credits will be offset by LEAP payments received by the Company on behalf of LEAP participants.
- 4) Eligible PIPP customer benefits will be calculated using the prior 12 months regulated billing for their premise and the customer's gross monthly household income as compared to the Federal Poverty Level for the appropriate number of household occupants as supplied by CDHS to Company.
- 5) Upon determining the customer's eligibility, their maximum affordable annual bill amount will be calculated based on 12 times the appropriate percent of the gross monthly household income.
- This maximum affordable annual bill amount will be subtracted from the estimated annual bill with the difference identified as the unaffordable portion of the customer's annual estimated bills. This unaffordable portion of the customer's annual estimated bill will be divided by 12 to create the fixed monthly PIPP bill credit.
- 7) Upon receipt of LEAP payment for the PIPP participating customer, the payment will be divided by the amount of the fixed monthly PIPP bill credit to determine the number of months the LEAP will be offsetting the fixed monthly PIPP bill credit.
- Once determined, an offsetting fixed monthly PIPP debit will be assigned to the customer's account eliminating the fixed monthly PIPP credit and allowing the LEAP payment to be applied in its entirety to the customer's account.
- 9) The Company requires all PIPP participants, unless infeasible, to be enrolled in the Company's Levelized Budget Billing Program.
- 10) The Company requires all PIPP participants, unless they are renters and circumstances are beyond their individual control, to participate in low income energy efficiency programs provided by the Company's Demand Side Management Program or state-authorized weatherization agency.

DO NOT WRITE IN THIS SPACE

Issue Date: September 23, 2013

Effective Date: October 1, 2013

Advice Letter No. 500 **Decision or Authority No. C13-1147**

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

NATURAL GAS RATES

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

- 11) The Company will do a one-time forgiveness of total arrearages for customers newly enrolled in PIPP. Arrearage is defined as the current past due amount appearing on their account as of the date on which a participant newly enters the program. Total arrearage amounts will be submitted as a recoverable program cost.
- 12) Once established as a PIPP participant, participants must reapply and meet eligibility criteria to remain in the PIPP program. The deadline to reapply and meet eligibility requirements is 12 months after the original application was accepted. If the participant fails to reapply before the end of the 12 month deadline or no longer meets the eligibility requirements, the participant will be removed from the PIPP program. Reapplication to participate in PIPP will be subject to the stated enrollment process.
- 13) Participants that fail to make monthly bill payments will be subject to normal collection procedures.

DO NOT WRITE IN THIS SPACE

Issue Date: September 23, 2013 Effective Date: October 1, 2013

Advice Letter No. 500 **Decision or Authority No. C13-1147**

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

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

Colo. P.U.C. No. 7 Gas Second Revised Sheet No. R1 Cancels First Revised Sheet No. R1

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Advice Letter No. 471 Decision or Authority No. R09-1381 s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: January 11, 2010 Effective Date: February 11, 2010

Issue Date: August 5, 2011

Effective Date: September 4, 2011

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End User Responsibilities	R35-R36
Other End User Terms & Conditions	R37
Shipper Responsibilities	R38-R43
Other End User & Shipper Terms & Conditions	R43-R44
Agency Letter Form	R45-R45A
Sample Document (Firm Transportation Service Agreement)	R46-R46D
Standard Form or Request for Gas Transportation Service	R46E-R46F
	DO NOT WRITE IN THIS SPACE

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL STATEMENT

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

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

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

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

Effective Date: July 25, 2009

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

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

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

Application for Natural Gas Service/Benefit of Service

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

Choice of Rates

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

Temporary or Intermittent Service

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

DO NOT WRITE IN THIS SPACE

Issue Date: August 5, 2011 Effective Date: September 4, 2011

Advice Letter No. 483 Decision or Authority No. 4 CCR 723-4-4404

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

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 filed extension policy.

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

DO NOT WRITE IN THIS SPACE

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

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

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 will not be required if a RiskView query indicates that the Applicant has a risk analysis score of 600 or higher.

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

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

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

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

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

DO NOT WRITE IN THIS SPACE

Issue Date: August 5, 2011

Effective Date: September 5, 2011

Advice Letter No. 483 Decision or Authority No. 4CCR 723-4-4404 s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs T

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL (continued)

THIRD PARTY GUARANTEE/NOTIFICATION

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

INTEREST RATES ON DEPOSITS

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

Effective	Rate	
January 1, 2005 January 1, 2006 January 1, 2007 January 1, 2008 January 1, 2009 January 1, 2010	1.60% 3.16% 4.76% 4.76% 2.48% 0.63%	
January 1, 2011 January 1, 2012 January 1, 2013 January 1, 2014 January 1, 2015 January 1, 2016	0.34% 0.34% 0.34% 0.34% 0.34%	DO NOT WRITE IN THIS SPACE

Advice Letter No. <u>522</u> Decision or Authority No. C15-1162 s/Jennifer G. Ries Title: Vice-President Rates & Regulatory Affairs N

Issue Date: December 2, 2015

Effective Date: January 1, 2016

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

MONTHLY BILLS

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

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

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

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

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

Effective Date: July 25, 2009

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

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

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

MEASUREMENT OF SERVICE

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

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

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

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

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

DO NOT WRITE IN THIS SPACE

Issue Date: August 5, 2011

Effective Date: September 4, 2011

Advice Letter No. 483 Decision or Authority No. 4 CCR 723-4-4404 s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs T

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

COMPLAINTS

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

DO NOT WRITE IN THIS SPACE

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

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

RULES AND REGULATIONS NATURAL GAS SERVICE **GENERAL**

DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

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

DISCONTINUANCE OF SERVICE BY COMPANY

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

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

The Company shall not discontinue service for nonpayment of any of the following:

- (a) Any amount which has not appeared on a regular monthly bill or which is not past due. Unless otherwise stated in a tariff or Commission rule, an account becomes "past due" on the 31st day following the due date of current charges.
- (b) Any amount due on another account now or previously held or guaranteed by the customer, or with respect to which the customer received service, unless the amount has first been transferred either to an account which is for the same class of service or to an account which the customer has agreed will secure the other account.

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

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

DO NOT WRITE IN THIS SPACE

Issue Date: October 7, 2013

Effective Date: November 8, 2013

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Advice Letter No. 501 Decision or Authority No. ____

s/Karen Wilkes Title: Vice-President

Regulatory and Public Affairs

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL (continued)

- (c) 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.
- (d) 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.
- (e) Any delinquent amount, unless the Company can supply billing records from the time the delinquency occurred.
- (f) Any debt except that incurred for service rendered by the Company.
- (g) Any unregulated charge.

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

- (a) Remove or correct such devices or connections. If the Company takes this action, it shall leave at the premises a written notice which advises the customer of the violation, of the steps taken by the Company to correct it, and of the Company's ability to bill the customer for any estimated energy consumption not properly registered. This notice shall be left at the time the removal or correction occurs.
- (b) Provide the customer with written notice that the device or connection must be removed or corrected within 15 days and that the customer may be billed for any estimated energy consumption not properly registered. If the Company elects to take this action and the device or connection is not removed or corrected within the 15 days permitted, then within seven calendar days from the expiration of the 15 days, the Company shall remove or correct the device or connection.

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

DO NOT WRITE IN THIS SPACE

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL (continued)

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

- (a) If a customer at any time tenders full payment in accordance with the terms and conditions of the notice of discontinuance to a Company employee authorized to receive payment, including any employee dispatched to discontinue service. Payment of a charge for a service call shall not be required to avoid discontinuance.
- (b) If a customer pays, on or before the expiration date of the notice of discontinuance, at least one-tenth of the amount shown on the notice and enters into an installment payment plan with the Company.
- (c) If it is between 12 Noon on Friday and 8 a.m. the following Monday; between 12 Noon on the day prior to and 8:00 a.m. on the day following any state, federal or Company observed holiday.
- (d) Medical emergencies. The Company shall postpone discontinuance of gas service to a residential customer for 60 days from the date of a medical certificate issued by a Colorado-licensed physician or health care practitioner acting under a physician's authority which evidences that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the customer or a permanent resident of the customer's household. The customer may receive a single 30-day extension by providing a second medical certification prior to the expiration of the original 60-day period. A customer may invoke this service only once in any twelve consecutive months.

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

The certificate of medical emergency shall be in writing, sent to the Company from the office of a licensed physician, and show clearly the name of the customer or individual whose illness is at issue; the Colorado medical identification number, phone number, name, and signature of the physician or health care practitioner acting under a physician's authority certifying the medical emergency. Such certification shall be incontestable by the Company as to the medical judgment, although the Company may use reasonable means to verify the authenticity of such certification.

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

Effective Date: July 25, 2009

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL (continued)

NOTICE OF DISCONTINUANCE

The Company shall provide, by first class mail or by hand-delivery, written notice of discontinuance of service at least 15 days in advance of any proposed discontinuance of service. The notice shall be conspicuous and in easily understood language, and the heading shall contain, in capital letters, the following warning:

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

In accordance with Rule 4407, Discontinuance of Service, the body of the notice of discontinuance shall advise the Customer of the following:

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

Issue Date: June 9, 2009

Effective Date: July 25, 2009

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

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

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL (continued)

- (k) That if service is discontinued for non-payment, the customer may be required, as a condition of restoring service, to pay reconnection and collection charges in accordance with the Company's tariff
- (l) That qualified low-income customers may be able to obtain financial assistance to assist with the payment of the natural gas bill and that more detailed information on that assistance may be obtained by calling the Company toll-free. The Company clearly states its toll-free telephone number.

At the time the Company provides notice of discontinuance to the customer, the Company shall also provide written notice by first class mail or hand-delivery to any third-party the customer has designated in writing to receive notices of discontinuance or broken arrangement.

A discontinuance notice shall be printed in English and a specific language or languages other than English where the utility's service territory contains a population of at least ten percent who speak a specific language other than English as their primary language as determined by the latest U.S. Census information.

The Company shall explain and shall offer the terms of an installment payment plan to each customer who contacts the Company in response to a notice of discontinuance of service.

Following the issuance of the notice of discontinuance of service, and at least 24 hours prior to discontinuance of service, the Company shall attempt to give notice of the proposed discontinuance in person or by telephone both to the customer and to any third party the customer has designated in writing to receive such notices. If the Company attempts to notify the customer in person but fails to do so, it shall leave written notice of the attempted contact and its purpose.

If a customer has entered into an installment payment plan and has defaulted or allowed a new bill to 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:

- (a) A heading as follows: NOTICE OF BROKEN ARRANGEMENT.
- (b) Statements that advise the customer:
 - i. 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.
 - ii. That the Company may discontinue service if it does not receive payment for the current bill within 31 days after its due date.
 - iii. 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 collection or reconnection charges.
 - iv. That the customer has certain rights if the customer or a member of the customer's household is seriously ill or has a medical emergency.

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

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

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL (continued)

The Company is not required to provide notice if one of the following applies:

- (a) The situation involves safety concerns or exigent circumstances.
- (b) Discontinuance is ordered by any appropriate governmental authority.
- (c) 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.
- (d) It discovers any connection or device installed on the customer's premises which would prevent the meter from registering or that any utility owned equipment has been tampered with or that natural gas has been diverted.

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

RESTORATION OF SERVICE:

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

Unless prevented by safety concerns or exigent circumstances, the Company shall restore service within 24 hours (excluding weekends and holidays), or within 12 hours if the customer pays any necessary after-hours charges established in tariffs, if the customer does any of the following:

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

DO NOT WRITE IN THIS SPACE

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

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

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

DIVERSION OF NATURAL GAS

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

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

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

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

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

DO NOT WRITE IN THIS SPACE

Advice Letter No. 470 Decision or Authority R09-1381 s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: January 4, 2010 Effective Date: January 6, 2010

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

SHORTAGE OF NATURAL GAS SUPPLY

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

PRIORITY OF SERVICE

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

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

EASEMENTS

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

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

Effective Date: July 25, 2009

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

ACCESS FOR COMPANY'S EMPLOYEES

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

RESALE OF NATURAL GAS

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

DO NOT WRITE IN THIS SPACE

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

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

RULES AND REGULATIONS NATURAL GAS SERVICE GENERAL

CUSTOMER'S INSTALLATION

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

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

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

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

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

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

CUSTOMER'S INSTALLATION - Cont'd.

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

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

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

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RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

PROTECTION OF FACILITIES

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

LIABILITY

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

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

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

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

DO NOT WRITE IN THIS SPACE

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

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

RULES AND REGULATIONS

NATURAL GAS SERVICE

GENERAL

INDEMNITY TO COMPANY

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

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

Effective Date: July 25, 2009

RULES AND REGULATIONS

NATURAL GAS SERVICE

RESIDENTIAL

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

DEFINITION

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

DO NOT WRITE IN THIS SPACE

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

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

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 $1/12^{th}$ of the total expected next 12 month's bill. The Company will determine the monthly budget amount based on the customer's previous history and a tolerance for gas cost adjustments and/or unusual weather.

PLAN OPTION

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

CONDITIONS OF LEVELIZED BUDGET BILLING PLAN

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

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

DO NOT WRITE IN THIS SPACE

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

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

RESIDENTIAL SERVICE

LEVELIZED BUDGET BILLING PLAN

CONDITIONS OF LEVELIZED BUDGET BILLING PLAN (cont)

MODIFIED LEVELIZED BUDGET BILLING

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

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

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

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Issue Date: June 9, 2009

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RESIDENTIAL SERVICE

Installment Payment Plan

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

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

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

Rules, Regulations or Extension Policy NATURAL GAS SERVICE

SMALL COMMERCIAL

(Equal to or less than 5000 CCF per year)

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

DEFINITION

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

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

COMBINED SERVICE

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

REINFORCEMENTS FOR NEW OR ADDITIONAL SMALL COMMERCIAL LOADS

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

> DO NOT WRITE IN THIS SPACE

Issue Date: August 5, 2011

Effective Date: September 4, 2011

Advice Letter No. 483 Decision or Authority No. 4 CCR 723-4-4404

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

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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 $1/12^{th}$ of the total expected next 12 month's bill. The Company will determine the monthly budget amount based on the customer's pervious history and a tolerance for gas cost adjustments and/or unusual weather.

PLAN OPTION

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

CONDITIONS OF LEVELIZED BUDGET BILLING PLAN

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

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

DO NOT WRITE IN THIS SPACE

Issue Date: August 5, 2011

Effective Date: September 4, 2011

NATURAL GAS SERVICE

COMMERCIAL

(Greater than 5000 CCF per year)

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

DEFINITION

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

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

COMBINED SERVICE

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

REINFORCEMENTS FOR NEW OR ADDITIONAL COMMERCIAL LOADS

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

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

RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

1. NATURAL GAS SYSTEM OPERATION AND MAINTENANCE

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

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

2. TESTING EQUIPMENT

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

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

Institute of Standards and Technology or other laboratory of recognized standing.

DO NOT WRITE IN THIS SPACE

Issue Date: February 27, 2014

Advice Letter No. 507-Amended Decision or Authority No. R14-1098

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

Effective Date: March 1, 2014

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RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

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

- 1. At its option, the Company may maintain a meter shop to inspect, test and repair meters or may outsource that activity to a qualified meter shop operating under parameters as prescribed by the Company and in conformance with the Commission's Rules. The meter shop along with its facilities and equipment shall be open for inspection by the Commission Staff at all reasonable times. The meter shop shall consist of a designated repair area as well as a designated proving area. The proving area shall be designed so that meters and meter testing apparatus are protected from excessive changes in temperature and other disturbing factors, as required by the testing equipment.
- 2. The Company, or any third party shop with which the Company may contract, shall own and make proper provision to operate at least one (1) approved meter prover, preferably of ten (10) cubic feet capacity, but in no case of less than five (5) cubic feet capacity. Such meter prover shall be maintained in proper condition and adjustment so that it shall be capable of determining the accuracy of any service meter, practical to test by it, to within one-half (1/2) of one (1) percent plus or minus. The meter prover shall be accurate to within three-tenths (0.3) of one (1) percent at each point used in testing meters. The meter prover shall not be located near any radiator, heater, steam pipe, or hot or cold air duct. Due caution shall be exercised to avoid direct sunlight falling upon the meter prover or the meters under test. Meters to be tested shall be stored in such manner that protects them from weather elements and in the same environment as the meter testing equipment.
- 3. All testing instruments and other certified equipment shall be accompanied at all times by such certificate showing the date when it was last tested and adjusted. The certificate must be signed by a proper authority. A tag referring to such certificate may be attached to the instruments when practicable. These certificates, when superseded, shall be kept on file by the Company for a period of five (5) years.

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

DO NOT WRITE IN THIS SPACE

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

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

RULES AND REGULATIONS NATURAL GAS SERVICE STANDARDS

3. METER ACCURACY

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

4. ROUTINE METER TESTS

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

5. OTHER METER TESTS

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

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

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

Rules, Regulations or Extension Policy RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

6. MEASUREMENT ERRORS

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

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

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

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

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Issue Date: June 9, 2009

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

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

RULES AND REGULATIONS NATURAL GAS SERVICE STANDARDS

7. BILLING AND METER READING

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

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

8. HEATING VALUE

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

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

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

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

Rules, Regulations or Extension Policy RULES AND REGULATIONS

NATURAL GAS SERVICE

STANDARDS

9. PRESSURE

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

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

10. LEAK REPAIR

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

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

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

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

Definition:

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

DO NOT WRITE IN THIS SPACE

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

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

RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

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

General Provisions

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

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

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

Rules, Regulations or Extension Policy RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

Definition of Terms

Construction Allowance

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

Construction Costs of Main & Service Lines

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

Construction Payment

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

Extension Completion Date

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

Main Extension

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

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

Definition of Terms (continued)

Main Reinforcement

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

Point of Delivery

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

Service line

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

Subscriber

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

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

RULES AND REGULATIONS

NATURAL GAS SERVICE

SERVICE LINE AND MAIN EXTENSION POLICY

Gas Main and Service Line Installations

SERVICE LINES

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

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

- 1. Residential Service (1) \$920.00
- 2. Small Commercial Service (2) \$1,540.00
- 3. Commercial Service (3) \$1.540.00

GAS MAIN EXTENSIONS

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

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

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

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

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

DO NOT WRITE IN THIS SPACE

Issue Date: February 27, 2014

Effective Date: March 1, 2014

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

Gas Main and Service Line Installations (continued)

Construction Payment Refunds

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

Reinforcements

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

Temporary and Intermittent Service

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

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

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

(Reserved for Future Use)	
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NATURAL GAS RATES

(General Service Classification)

OPTIONAL EXCESS FLOW VALVE ("EFV") SERVICE

Customers of new and replaced residence service lines will be notified in writing of the availability of EFV valves meeting DOT-prescribed performance standards (Title 49 CFR Part 192.383), and related safety benefits and costs. While the Company will install the EFV at customer's request, it is the responsibility of the customer to pay all costs associated with the installation. Further, the then current customer is responsible for the costs associated with potential repair, resetting, replacement, and deactivation. These costs will be based on the actual cost of that repair, resetting, replacement, and deactivation.

Existing residential gas customers who request an EFV be installed on their existing line will be charged the actual cost for installation. Typically, 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 in addition to the installation charge listed on this tariff.

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.

Installation charge:

New Service \$150.00

Replacement Service Actual Cost as determined by Atmos Energy Corporation

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.

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

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

GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS

Aggregation Service Agreement

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

Allocation(s)

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

Automated Meter Reading (AMR) Equipment

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

Availability

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

BTU

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

Business Day

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

Billing Pressure Base

14.65 p.s.i.a.

CCF

100 cubic feet of gas at Billing Pressure Base

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Advice Letter No. 503
Decision or Authority No. ____

s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: November 1, 2013 Effective Date: December 2, 2013 Т

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 dedicated communication line or a communication line that is dedicated within the same time interval every day. Such equipment shall be connected to an adequate power source with communication lines. Installation and ongoing maintenance of the equipment is the responsibility of the End User.

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

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

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.

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

Issue Date: June 9, 2009

GAS TRANSPORTATION TERMS AND CONDITIONS

DEFINITION OF TERMS (continued)

Interconnecting Party

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

Interruption

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

MCF

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

Month

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

Nominations

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

p.s.i.a.

Pressure in pounds per square inch absolute.

Qualifying Meter Set

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

Receipt Point(s)

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

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Issue Date: June 9, 2009

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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Issue Date: June 9, 2009

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GAS TRANSPORTATION TERMS AND CONDITIONS

END USER RESPONSIBILITIES

Electronic Metering Equipment

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

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

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

Communication Line Installation & Maintenance

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

DO NOT WRITE IN THIS SPACE

Issue Date: August 19, 2013

Effective Date: August 27, 2013

GAS TRANSPORTATION TERMS AND CONDITIONS

END USER RESPONSIBILITIES (continued)

Communication Line Installation & Maintenance (continued)

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

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

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

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

If the communication line is not returned to service within the period of time required herein, the Company shall treat all gas delivered subsequent to the two (2) week correction period and ending on the date End User's communication line is operative as sales gas under standby service, and the Company shall no longer accept transportation nominations from Shipper for that Delivery Point. Such quantities shall be sold to End User at the Company's applicable sales tariff, in addition to the Imbalance penalties that may be applicable for unauthorized usage during an Operational Flow Order, Interruption or Curtailment.

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

Effective Date: July 25, 2009

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

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

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.

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

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

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

First 5% of Mcf Received by Company

Next 5% of Mcf Received by Company

Over 10% of Mcf Received by Company

100% of Index Price
110% of Index Price
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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Advice Letter No. 465-Third Amended Decision or Authority No. ___

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

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

First 5% of Mcf Received by Company

Next 5% of Mcf Received by Company

Over 10% of Mcf Received by Company

120% 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.

- 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.

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

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

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

Next 5% of Mcf Received by Company

Over 10% of Mcf Received by Company

80% of Index Price

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.

The index price will be applicable cash out price for the interconnecting pipeline through which replacement or displaced gas was transported. DO NOT WRITE IN THIS SPACE

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

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

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 <u>no more</u> 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 <u>no less</u> 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.

DO NOT WRITE IN THIS SPACE

Issue Date: June 9, 2009

GAS TRANSPORTATION TERMS AND CONDITIONS

SHIPPER RESPONSIBILITIES (continued)

Operational Flow Order (continued)

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

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

Scheduling of Receipts & Deliveries

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

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

negative effect on the Company's operations.

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

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

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

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.

DO NOT WRITE IN THIS SPACE

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

AGENCY LETTER FORM	
Dated:	
Atmos Energy Corporation	
Attn: Sales Manager	
1200 11th Avenue	
Greeley, Colorado 80631	
Dear Sirs:	
This letter is to inform you that our company,	,
has entered into a gas sales agreement withto purchase our natural gas requirements, which gas is to be transported th	1
to purchase our natural gas requirements, which gas is to be transported th	rough your system. This as our
letter serves as the appointment ofagent 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 condition	
the Colorado Public Utilities Commission.	
We understand that if our agent does not resolve a monthly imbalance in a timely manner or in accordance with your applicable tariff requirement such monthly imbalance directly with us in accordance with the terms of cagreement with you, or, if we do not have a gas transportation agreement vaccordance with your applicable tariff provisions.	nts, that you may resolve our gas transportation
We will notify you in writing as soon as practical in the event our ag	gency with our agent
appointed herein is terminated or withdrawn and you may rely upon this le	etter until your actual
receipt of such notice.	
Sincerely,	
	DO NOT WRITE
Title:	IN THIS SPACE
cc: Atmos Energy Corporation	
Attn: Sales Manager	
1200 11th Avenue	
1200 11th Avenue	

Issue Date: June 9, 2009

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

Colo. P.U.C. No. 7 Gas Original Sheet No. R45A

Date	
Atmos Energy Corporation	
1200 11th Avenue	
Greeley, CO 80631	
Attn: Sales Manager	
Sir:	
This Letter is to inform you of our entering into a Gas Sales Agree	
	requirements to be transported through
your system. In addition, this letter serves as a request for a Trans	
ENERGY CORP. I understand that I will be responsible for any c	
customer to a transportation customer as stated in ATMOS ENERG	GY CORP.'s Transportation Tariffs as f
with the Colorado Public Utilities Commission.	
This Letter constitutes	's authorization and appointment to
This Letter constitutes as agent on our behalf to nominate and deliver our monthly natural	I 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 arrangement
The following information is provided to expedite at your earliest complete this agreement.	convenience the necessary arrangement
The following information is provided to expedite at your earliest complete this agreement. Company Legal Name:	convenience the necessary arrangement
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The following information is provided to expedite at your earliest complete this agreement. Company Legal Name: Address: Town / State / Zip Contact Person Position / Title Phone # Fax # Fax # Fax # Account Number (s) All Gas Supply Nominations will be sent to:	DO NOT WRITI
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The following information is provided to expedite at your earliest complete this agreement. Company Legal Name: Address: Town / State / Zip Contact Person Position / Title Phone # Fax # Fax # Fax # Account Number (s) All Gas Supply Nominations will be sent to: ATMOS ENERGY CORP Mr. Phil Davis, Nominations & Scheduling Fax # 615 790-9337	

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

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

SAMPLE DOCUMENT

FIRM TRANSPORTATION SERVICE AGREEMENT

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

WITNESSETH:

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

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

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

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

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

Service Fee, per month	\$	l po not
Facility Charge, per meter, per month	\$	WRITE
Transportation Charge, all gas transported,		IN THIS SPACE
per Mcf at 14.65 psia	\$	
The foregoing charges shall accrue from the date of firs	t delivery of	
Transportation Customer's gas, as specified in Exhibit "	'A," and shall	

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continue thereafter for the term of this Agreement.

s/Karen Wilkes Title: Vice-President Regulatory and Public Affairs Issue Date: August 19, 2013 Effective Date: August 27, 2013 \mathbf{T}

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FIRM TRANSPORTATION SERVICE AGREEMENT

- 3. <u>Metering</u>. 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. <u>Liability</u>. 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

Issue Date: June 9, 2009

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. <u>Term -Effective Date</u>. 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. <u>Assignment -Consent</u>. 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.

DO NOT WRITE IN THIS SPACE

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

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

TRANSPORTATION CUSTOMER:	
TRANSFORTATION CUSTOMER.	
Attention:	
COMPANY:	ATMOS ENERGY CORPORATION 1200 11th Avenue Greeley, CO 80631
IN WITNESS WHEREOF, the parties he	ereto have caused this Firm Transportation Service Agreen
to be executed in their respective names by the first above written. TRANSPORTATION CUSTOMER	proper officers hereunto duly authorized as of the date and ATMOS ENERGY CORPORATION
to be executed in their respective names by the first above written.	proper officers hereunto duly authorized as of the date and
to be executed in their respective names by the first above written. TRANSPORTATION CUSTOMER By:	proper officers hereunto duly authorized as of the date and ATMOS ENERGY CORPORATION By:

	EXHIBIT "A"	
FIRM	I TRANSPORTATION SERVICE AGREEN	<u>MENT</u>
	DATED, 20	
	BETWEEN	
	ATMOS ENERGY CORPORATION	
	AND	
	TRANSPORTATION CUSTOMER Address	
<u>SUPPLIER</u>	INTERCONNECTING PIPELINE	RECEIPT POINT
Delivery	Peak Day Gas Volumes	Date of First Delivery
Cus# Prem#		
(1) All valvance in Eulikit 9	'A" and hilled at amounts have of 14.65 asia	
(1) All volumes in Exhibit	'A" are billed at pressure base of 14.65 psia.	
		DO NOT WRITE IN THIS SPACE

STANDARD FORM OR REQUEST FOR GAS TRANSPORTATION SERVICE Date:		MOS ENERGY Fax To: []	Transpt A	any Use Only:	
Date: Shipper: Mailing & Notice Address: Billing Address:	-			er Required:	
Shipper: Mailing & Notice Address: Billing Address: Billing Address: Fax #: Fax #: Tax ID#: Fax #: Tax ID#: For gas flow and other communications. Three preferred.		FOR GAS T		CE	
Notice Address:		*Shipper:			
Billing Address: Contact Name:		Mailing &			
Contact Name: State of Incorporation: Fax #: Emergency Contacts: For gas flow and other communications. Three preferred. During 1					
After 1 1 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	0		State of Incorporation:		
After 1 1 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	N	Phone #:			
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After 1	HIP	During 1	Phone 1		
Business Hours 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3	S				
Shipper is different from Receiving Party, then Shipper must include written authorization from Receiving Party to act on its behalf Receiving Party:					
Receiving Party: Mailing Address: Contact Name: Fax #: Receiving Party Customer Service: Existing (circle one): Prior Contract #: New Facility Intermediate Transport Firm Transport 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* & Facility Address Quantity (Dth) Peak Day Quantity					
Mailing Address: Contact Name: Fax #:				m Receiving Party to act on its behalf.	
Contact Name: Fax #:					
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**If more than two, attach list showing the above information for each. Shipper Annual Quantity (Dth) FIRM SERVICE Annual Quantity (Dth) Firm Capacity Peak Day Quantity **If more than two, attach list showing the above information for each. Shipper Annual Quantity (Dth) Firm Capacity Peak Day Quantity **If more than two, attach list showing the above information for each. Total	M	Firm Sales Firm Transport	Other	Firm Capacity & Supply	
*If more than two, attach list showing the above information for each Receiving Party. Shipper	ECE	If converting from sales to transport, Electro	nic Meter Installation form(s	s) provided by (check one):	
*Attach list showing the above information for each Receiving Party. INTERRUPTIBLE SERVICE Annual MTDG On Peak Demand Qty	R		Shipper		
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Issue Date: June 9, 2009

Advice Letter No. 465-Third Amended

Decision or Authority No. ____

Issue Date: June 9, 2009

Effective Date: July 25, 2009

Requested Date of Service to Commence: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate:	Requested Date of Service to Commence: Requested Date of Service to Terminate: Requested Date of Service to Terminate:	Requested Date of Service to Commence: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Requested Date of Service to Terminate: Intermitted Date of Service to Terminate: Requested Date of Service to Terminate: Total Total Total Nominating		CMOS ENERGY DRPORATION
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DO NOT WE IN THIS SPA				

s/Karen Wilkes

Title: Vice-President

Regulatory and Public Affairs