DISCLAIMER

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

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THIS DOCUMENT LAST UPDATED MAY 1, 2014

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

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DATE OF ISSUE May 13, 2013
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ISSUED BY /s/ Mark A. Martin
Signature of Officer

TITLE Vice President – Rates and Regulatory Affairs

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

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ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

Towns and Communities in Service Area

Adairville	Dennis	Hartford	Mosleyville	Sebree
Aetnaville	Depoy	Hawesville	Munfordsville	Sedalia
Alton	Dermont	Heath	Niagara	Shelby City
Anthoston	Dixon	Hendron	Nortonville	Shelbyville
Anton	Earlington	Herbert	Oak Ridge	Slaughters
Auburn	Eddyville	Hickory	Oakdale	Smiths Grove
Baskett	Elkton	Hill-n-dale	Oakland	Sorgho
Beadlestown	Ellmitch	Hiseville	Oklahoma	So. Henderson
Beaver Dam	Empire	Hopkinsville	Owensboro	So. Highland
Beda	Epley	Horse Cave	Paducah	So. Union
Beulah	Epperson	Hustonville	Park City	Spottsville
Boston	Evergreen	Junction City	Perryville	Springfield
Bowling Green	Farmdale	Knottsville	Philpot	St. Charles
Bremen	Fearsville	Lake City	Pleasant Hill	St. Joseph
Briartown	Feliciana	Lancaster	Pleasant Ridge	Stanford
Browns Valley	Finley	Lawrenceburg	Plum Springs	Stanley
Buck Creek	Fordsville	Lebanan	Poole	Stringtown
Buford	Franklin	Livermore	Powderly	Summersville (T)
Burgin	Fredonia	Livia	Princeton	Sutherland
Cadiz	Fruit Hill	Logantown	Pritchardsville	Symsonia
Calhoun	Gilbertsville	Lone Oak	Pryorsburg	Thurston
Calvert City	Gishton	Luzerne	Reidland	Utica
Calvary	Glasgow	Maceo	Reidville	Waddy
Campbellsville	Glenville	Madisonville	Reynolds Sta.	Water Valley
Carbondale	Grahamville	Mannington	Robards	West Louisville
Cave City	Grand Rivers	Marion	Rocky Hill	Whitesville
Central City	Greensberg	Masonville	Rome	Wingo
Charleston	Greenville	Mayfield	Rowletts	Woodburn
Cloverport	Habit	McGowan	Rumsey	Woodlawn
Crayne	Hanson	Memphis Junc.	Russellville	Woodsonville
Crofton	Hardeman	Midland	Sacramento	Yelvington
Danville	Hardinsburg	Milledgeville	Salmons	Zion
Dawson Springs	Harned	Moreland	Saloma	
Deanfield	Harrodsburg	Mortons Gap	Schochoh	

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ATMOS ENERGY CORPORATION
NAME OF UTILITY

Current Rate Summary
Case No. 2014-00114

Firm Service

Base Charge:

Residential (G-1)	-	$16.00	per meter per month	(I)
Non-Residential (G-1)	-	40.00	per meter per month	(I)
Transportation (T-4)	-	350.00	per delivery point per month	(I)
Transportation Administration Fee	-	50.00	per customer per meter	(-)

Rate per Mcf [2]			**Sales (G-1)**			**Transportation (T-4)**			
First	300 [1]	Mcf	@	8.3703	per Mcf	@	1.3180	per Mcf	(I, R)
Next	14,700 [1]	Mcf	@	7.9323	per Mcf	@	0.8800	per Mcf	(I, -)
Over	15,000	Mcf	@	7.6723	per Mcf	@	0.6200	per Mcf	(I, -)

Interruptible Service

Base Charge	-	$350.00	per delivery point per month	(I)
Transportation Administration Fee	-	50.00	per customer per meter	(-)

Rate per Mcf [2]			**Sales (G-2)**			**Transportation (T-3)**			
First	15,000 [1]	Mcf	@	6.5571	per Mcf	@	0.7900	per Mcf	(I, R)
Over	15,000	Mcf	@	6.2971	per Mcf	@	0.5300	per Mcf	(I, R)

[1] All gas consumed by the customer (sales, transportation; firm and interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.

[2] DSM, PRP and R&D Riders may also apply, where applicable.

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TITLE Vice President – Rates & Regulatory Affairs

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO 2014-00114 DATED April 25, 2014

ATMOS ENERGY CORPORATION
NAME OF UTILITY

Current Gas Cost Adjustments

Case No. 2014-00114

Applicable

For all Mcf billed under General Sales Service (G-1) and Interruptible Sales Service (G-2).

Gas Charge = GCA

GCA = EGC + CF + RF + PBRRF

Gas Cost Adjustment Components	G - 1	G-2	
EGC (Expected Gas Cost Component)	6.2694	4.9842	(I, I)
CF (Correction Factor)	0.5893	0.5893	(I, I)
RF (Refund Adjustment)	0.0000	0.0000	(-, -),
PBRRF (Performance Based Rate Recovery Factor)	0.1936	0.1936	(R, R)
GCA (Gas Cost Adjustment)	$7.0523	$5.7671	(I, I)

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TITLE Vice President – Rates & Regulatory Affairs

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO 2014-00114 DATED April 25, 2014

FOR ENTIRE SERVICE AREA

P.S.C. KY NO. 2

Original SHEET NO. 6

ATMOS ENERGY CORPORATION
NAME OF UTILITY

Current Transportation

Case No. 2014-00114

The Transportation Rates (T-3 and T-4) for each respective service net monthly rate is as follows:

System Lost and Unaccounted gas percentage: 2.32%

				Simple Margin		Non-Commodity		Gross Margin		
Transportation Service [1]										
Firm Service (T-4)										
First	300	Mcf	@	$1.3180	+	$0.0000	=	$1.3180	per Mcf	(R)
Next	14,700	Mcf	@	0.8800	+	0.0000	=	0.8800	per Mcf	(-)
All over	15,000	Mcf	@	0.6200	+	0.0000	=	0.6200	per Mcf	(-)
Interruptible Service (T-3)										
First	15,000	Mcf	@	$0.7900	+	$0.0000	=	$0.7900	per Mcf	(R)
All over	15,000	Mcf	@	0.5300	+	0.0000	=	0.5300	per Mcf	(R)

[1] Excludes standby sales service.

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO 2014-00114 DATED April 25, 2014

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

Computer Billing Rate Codes

Billing Codes as shown on sample bill format in Rules and Regulations.

Billing Codes	Rate Description	
KYCM_GSI	Interruptible Sales Service (G-2) – Commercial	(T)
KYND_GSI	Interruptible Sales Service (G-2) – Industrial	(T)
		(D)
KYCM_GSF	General Sales Service (G-1) – Commercial	(T)
KYND_GSF	General Sales Service (G-1) – Industrial	(T)
KYPA_GSF	General Sales Service (G-1) – Public Authority	(T)
KYRS_GSFP	General Sales Service (G-1) – Public Housing Residential	(T)
KYRS_GSF	General Sales Service (G-1) – Residential	(T)
		(D)
		(D)

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TITLE Vice President – Rates and Regulatory Affairs

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

General Firm Sales Service
Rate G-1

1. Applicable

Entire Service Area of The Company.

2. Availability of Service

Available for any use for individually metered service, other than auxiliary or standby service (except for hospitals or other uses of natural gas in facilities requiring emergency power, however, the rated input to such emergency power generators is not to exceed the rated input of all other gas burning equipment otherwise connected multiplied by a factor equal to 0.15) at locations where suitable service is available from the existing distribution system and an adequate supply of gas to reader service is assured by the supplier(s) of natural gas to the Company.

3. Net Monthly Rate

a) Base Charge

$16.00	per meter for residential service	(I)
$40.00	per meter for non-residential service	(I)

b) Distribution Charge

First[1]	300 Mcf @	$1.3180 per 1,000 cubic feet	(I)
Next[1]	14,700 Mcf @	0.8800 per 1,000 cubic feet	(I)
Over	15,000 Mcf @	0.6200 per 1,000 cubic feet	(I)

c) Weather Normalization Adjustment.
d) Gas Cost Adjustment (GCA) Rider, referenced on Sheet No. 15.
e) Demand Side Management Cost Recovery Mechanism (DSM), referenced on Sheet No. 36.
f) Research & Development Rider (R&D), referenced on Sheet No. 37.
g) Pipe Replacement Program (PRP) Rider, referenced on Sheet No. 39.

[1] All gas consumed by the customer (Sales and Transportation; firm and interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.

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ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

General Firm Sales Service
Rate G-1

4. Net Monthly Bill

The Net Monthly Bill shall be equal to the sum of the Base Charge, Distribution Charge, the Gas Cost Adjustment (GCA) Rider, and other riders applicable by class of service.

5. Service Period

Open order. However, the Company may require a special written contract for large use or abnormal service requirements. This contract shall include provisions for load limitations and for curtailment or interruptions as necessary, at the discretion of the Company, to prevent the load adversely affecting firm service customers in the area

6. Late Payment Charge

A late payment charge may be assessed if a customer fails to pay a bill for services by the due date shown (T)
on the customer's bill. The charge may be assessed only once on any bill for rendered services. Any (T)
payment received shall first be applied to the bill for services rendered. Additional charges shall not be (D)
assessed on the unpaid late payment charge. (T)

7. Rules and Regulations

Service furnished under this schedule is subject to the Company's Rules and Regulations and to (T)
applicable rate and rider schedules. No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel.

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ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

Interruptible Sales Service
Rate G-2

1. Applicable

Entire Service Area of The Company.

2. Availability of Service

a) Available on an individually metered service basis to commercial and industrial customers with an expected demand of at least 9,000 Mcf per year for any use as approved by the Company on a strictly interruptible basis, subject to suitable service being available from the existing transmission and/or distribution facilities and when an adequate supply of gas is available to the Company under its purchase contracts with its pipeline supplier.

b) The supply of gas provided for herein shall be sold primarily on an interruptible basis, however, in certain cases and under certain conditions the contract may include High Priority service to be billed under "General Sales Service Rate G-1" limited to use and volume which, in the Company's judgment, requires and justifies such combination service.

c) The contract for service under this rate schedule shall include interruptible service or a combination of High Priority service and Interruptible service, however, the Company reserves the right to limit the volume of High Priority service available to any one customer.

3. Delivery Volumes

a) The volume of gas to be sold and purchases under this rate schedule shall be set forth in a written contract, specifying a maximum daily interruptible sales service volume and shall be subject to revision in accordance with the Company's approved curtailment plan.

b) High Priority Service
The volume for High Priority service shall be established on a High Priority Daily Contract Demand basis which shall be the maximum quantity the Company is obligated to deliver and which the customer may receive in any one day, subject to other provisions of this rate schedule and the related contract.

c) Interruptible Service
The volume for Interruptible service shall be established on an Interruptible Daily Contract Demand basis which shall be the maximum quantity the Company is obligated to deliver and which the customer may receive subject to other provisions of this rate schedule and the related contract.

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(NAME OF UTILITY)

Interruptible Sales Service
Rate G-2

d) Revision of Delivery Volumes
The Daily Contract Demand for High Priority service and the Daily Contract Demand for Interruptible service shall be subject to revision as necessary so as to coincide with the customer's normal operating conditions and actual load with consideration given to any anticipated changes in customer's utilization, subject to the Company's contractual obligations with other customers or its suppliers, and subject to system capacity and availability of the gas if an increased volume is involved.

4. Net Monthly Rate

a) Base Charge: $350.00 per delivery point per month (I)
Minimum Charge: The Base Charge plus any Transportation Fee and EFM facilities charge and any Pipe Replacement Rider.

b) Distribution Charge

High Priority Service
The volume of gas used each day up to, but not exceeding the effective High Priority Daily Contract Demand shall be totaled for the month and billed at the "General Firm Sales Service Rate G-1".

Interruptible Service
Gas used per month in excess of the High Priority Service shall be billed as follows:

First[1] 15,000 Mcf	$0.7900 per 1,000 cubic feet	(I)
Over 15,000 Mcf	0.5300 per 1,000 cubic feet	(I)

c) Gas Cost Adjustment (GCA) Rider, referenced on Sheet No. 15 (T)
d) Research & Development Rider (R&D), referenced on Sheet No. 37. (T)
e) Pipe Replacement Program (PRP) Rider, referenced on Sheet No. 39. (T)

[1] All gas consumed by the customer (Sales and Transportation; firm and interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.

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Interruptible Sales Service
Rate G-2

5. Standby or Auxiliary Equipment and Fuel

It shall be the responsibility of the customer to provide and maintain such stand-by, auxiliary equipment and fuel, as the customer may, in its discretion, require to protect its fuel requirements and best interest and to assure continuous operation during any period of interruption of gas deliveries.

6. Alternative Fuel Responsive Flex Provision

Notwithstanding any other provision of this tariff, the Company may, periodically, flex the otherwise applicable rate on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.

Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.

The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.

7. Curtailment

All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 35 of its Rules and Regulations as filed with and approved by the Public Service Commission and for any causes due to force majeure (which includes acts of God, strikes, lockouts, civil commotion, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the discretion of the Company.

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Interruptible Sales Service
Rate G-2

8. Charge for Unauthorized Overruns (T)

a) In the event a customer fails in part or in whole to comply with a Company Curtailment Order either as to time or volume of gas used or uses a greater quantity of gas than its allowed volume under terms of the Curtailment Order, the Company may, at its sole discretion, apply a rate of up to $15.00 per Mcf. (D)

b) In addition to other tariff provisions, the customer shall be responsible for any incremental charges assessed by the interstate pipeline(s) or suppliers resulting from the customer's failure to comply with terms of a Company Curtailment Order. (D)

c) The payment of these charges shall not be considered as giving any customer the right to take unauthorized volumes of gas nor shall such charges be considered as a substitute for any other remedy available to the Company. (T) (D)

9. Special Provisions

a) A written contract with a minimum term of one year shall be required.

b) The Rules and Regulations and Orders of the Public Service Commission and of the Company and the Company's general terms and conditions applicable to industrial and commercial sales, shall apply to this rate schedule and all contracts there under.

c) No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel. (T)

10. Late Payment Charge

A late payment charge may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The charge may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional charges shall not be assessed on the unpaid late payment charge. (T) (T) (D) (T)

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Weather Normalization Adjustment Rider
WNA

1. Applicable

Applicable to Rate G-1 Sales Service, excluding industrial class only.

The distribution charge per Mcf for gas service as set forth in G-1 Sales Service shall be adjusted by an amount herein under described as the Weather Normalization Adjustment (WNA). The WNA shall be applicable to Rate G-1 Sales Service, excluding Industrial Sales Service.

The WNA shall apply to all residential, commercial and public authority bills based on meters read during the months of November through April. The WNA shall increase or decrease accordingly by month. The WNA will not be billed to reflect meters read during the months of May through October. Customer base loads and heating sensitivity factors will be determined by class and computed annually.

2. Computation of Weather Normalizing Adjustment

The WNA shall be computed by using the following formula:

$$WNA_i = R_i \frac{[(HSF]_i(NDD - ADD))}{(BL_i + [(HSF]_i \times ADD))}$$

Where:

i	=	any rate schedule or billing classification within a rate schedule that contains more than one billing classification
WNA_i	=	Weather Normalization Adjustment Factor for the ith rate schedule or classification expressed as a rate per Mcf
R_i	=	weighted average rate (distribution charge) of temperature sensitive sales for the ith schedule or classification
HSF_i	=	heat sensitive factor for the ith schedule or classification
NDD	=	normal billing cycle heating degree days (based upon NOAA 30-year normal for the period of 1981-2010)
ADD	=	actual billing cycle heating degree days
BL_i	=	base load for the i th schedule or classification

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ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

Gas Cost Adjustment
Rider GCA

1. Applicable

Gas Tariffs in effect for the entire Service Area of the Company as designated in the particular tariff.

2. Gas Cost Adjustment

The Company shall file a Quarterly Report with the Commission which shall contain an updated Gas Cost Adjustment (GCA) at least thirty (30) days prior to the beginning of each quarter. The quarterly GCA shall become effective in the months of February, May, August, and November. The GCA shall become effective for meter readings on and after the first day of the quarter. The Company may make out of time filings when warranted.

3. Determination of GCA

The amount computed under each of the rate schedules to which this GCA is applicable shall be increased or decreased at a rate per Mcf calculated for each billing quarter in accordance with the following formula as applicable to each rate class:

$$GCA = EGC + CF + RF$$

Where:

EGC - is the weighted average Expected Gas Cost per Mcf of gas supply which is reasonably expected to be experienced during the quarter the GCA will be applied for billings.

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Gas Cost Adjustment
Rider GCA

EGC is composed of the following:

1) Expected commodity costs of all current purchases at reasonably expected prices, including all related variable delivery costs and FERC authorized charges billed to the Company on a commodity basis.

2) Expected non-commodity costs including pipeline demand charges, gas supplier reservation charges, and FERC authorized charges billed to the Company on a non-commodity basis.

3) The cost of other gas sources for system supply (no-notice supply, Company storage, withdrawals, etc.).

Less:

4) The cost of gas purchases expected to be injected into underground storage.

5) Projected recovery of non-commodity costs and Lost and Unaccounted for costs from transportation transactions.

6) The cost of Company-use volume

CF - is the Correction Factor per Mcf which compensates for the difference between the expected gas cost and the actual gas cost for prior periods plus any gas cost which is uncollectible.

CF shall be calculated as:

CF = (a/b) + (c/b), where

a = difference between the expected gas cost and the actual gas cost for prior periods

b = total expected annual customer sales volumes

c = net uncollectible gas cost (i.e. uncollectible gas cost less subsequently collected gas cost)

The Company shall file an updated Correction Factor (CF) in its January, April, July, and October GCA filings, to become effective in February, May, August, and November respectively. The net uncollectible gas costs (c) will be reported on an annual basis and included in the February quarterly GCA filing.

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Case No. 2013-00148

ISSUED BY /s/ Mark A. Martin
Signature of Officer

TITLE Vice President – Rates and Regulatory Affairs

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

Gas Cost Adjustment
Rider GCA

RF - is the sum of any Refund Factors filed in the current and three preceding quarterly filings. The current Refund Factor reflects refunds received from suppliers during the reporting period. The Refund Factor will be determined by dividing the refunds received plus estimated interest[1], by the annual sales used in the quarterly filing less transported volumes. After a refund factor has remained in effect for twelve months, the difference in the amount received and the amount refunded plus the accrued interest[1] will be rolled into the next refund calculation. The refund account will be operated independently of the CF and only added as a component to the GCA in order to obtain a net GCA. In the event of any large or unusual refunds, the Company may apply to the Commission for the right to depart from the refund procedure herein set forth.

[1] At a rate equal to the average of the "3-Month Commercial Paper Rates" for the immediately preceding 12-month period less ½ of 1% to cover the costs of refunding as stated in the KPSC Order from Case No. 7157-KK. These monthly rates are reported in both the Federal Reserve Bulletin and the Federal Reserve Statistical Release.

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TITLE Vice President – Rates and Regulatory Affairs

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

PBR
Experimental Performance Based Rate Mechanism

Applicable

To all gas sold.

Rate Mechanism

The amount computed under each of the rate schedules to which this Performance Based Rate Mechanism is applicable shall be increased or decreased by the Performance Based Rate Recovery Factor (PBRRF) at a rate per 1,000 cubic feet (Mcf) of monthly gas consumption. Demand costs and commodity costs shall be accumulated separately and included in the pipeline suppliers Demand Component and the Gas Supply Cost Component of the Gas Cost Adjustment (GCA), respectively. The PBRRF shall be determined for each 12-month period ended October 31 during the effective term of these experimental performance based ratemaking mechanisms, which 12-month period shall be defined as the PBR period.

The PBRRF shall be computed in accordance with the following formula:

$$PBRRF = (CSPBR + BA) / ES$$

Where:

ES = Expected Mcf sales, as reflected in the Company's GCA filing for the upcoming 12-month period beginning February 1.

CSBPR = Company Share of Performance Based Ratemaking Mechanism savings or expenses. The CSPBR shall be calculated as follows:

$$CSPBR = TPBRR \times ACSP$$

Where:

ACSP = Applicable Company Sharing Percentage

TPBRR = Total Performance Based Ratemaking Results. The TPBRR shall be savings or expenses created during the PBR period. TPBRR shall be calculated as follows:

$$TPBRR = (GAIF + TIF + OSSIF)$$

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ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

PBR
Experimental Performance Based Rate Mechanism (Continued)

GAIF

GAIF = Gas Acquisition Index Factor. The GAIF shall be computed as follows.

GAIF = GAIFBL + GAIFSL + GAIFAM

Where:

GAIFBL represents the Gas Acquisition Index Factor for Base Load system supply natural gas purchases.

GAIFSL represents the Gas Acquisition Index Factor for Swing Load system supply natural gas purchases

GAIFAM represents the Gas Acquisition Index Factor for Asset Management, representing the portion of fixed discounts provided by the supplier for asset management rights, if any, not directly tied to per unit natural gas purchases

GAIFBL

The GAIFBL shall be calculated by comparing the Total Annual Benchmark Gas Commodity Costs for Base Load (TABGCCBL) system supply natural gas purchases for the PBR period to the Total Annual Actual Gas Commodity Costs for Base Load (TAAGCCBL) system supply natural gas purchases during the same period to determine if any shared expenses or shared savings exist.

TABGCCBL represents the Total Annual Benchmark Gas Commodity Costs for Base Load gas purchases and equals the annual sum of the monthly Benchmark Gas Commodity Costs of gas purchased for Base Load (BGCCBL) system supply.

BGCCBL represents Benchmark Gas Commodity Costs for Base Load gas purchases and shall be calculated on a monthly basis and accumulated for the PBR period. BGCCBL shall be calculated as follows:

$$BGCCBL = Sum\,[(APVBLi - PEFDCQBL) \times SAIBLi] + (PEFDCQBL \times DAIBL)$$

Where:

APVBL is the Actual Purchased Volumes of natural gas for Base Load system supply for the month. The APVBL shall include purchases necessary to cover retention volumes required by the pipeline as fuel.

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PBR
Experimental Performance Based Rate Mechanism (Continued)

"i" represents each supply area.

PEFDCQBL are the Base Load Purchases in Excess of Firm Daily Contract Quantities delivered to WKG's city gate. Firm Daily Contract Quantities are the maximum daily contract quantities which Company can deliver to its city gate under its various firm transportation agreements and arrangements.

SAIBL is the Supply Area Index factor for Base Load to be established for each supply area in which Company has firm transportation entitlements used to transport its natural gas purchases and for which price postings are available. The five supply areas are TGT-SL (Texas Gas Transmission-Zone SL), TGT-1 (Texas Gas Transmission-Zone 1), TGPL-0 (Tennessee Gas Pipeline-Zone 0), and TGPL-1 (Tennessee Gas Pipeline-Zone 1), and TGC-ELA (Trunkline Gas Company-ELA).

The monthly SAIBL for TGT-SL, TGT-1, TGPL-0, TGPL-1, and TGC-ELA shall be calculated using the following formula:

$$SAIBL = [I(1) + I(2)] / 2$$

Where:

"I" represents each index reflective of both supply area prices and price changes throughout the month in these various supply areas.

The indices for each supply zone are as follows:

SAIBL (TGT-SL)

I (1) is the Inside FERC – Gas Market Report first-of-the-month posting for Texas Gas Zone SL.
I (2) is the New York Mercantile Exchange Settled Closing Price.

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PBR

Experimental Performance Based Rate Mechanism (Continued)

SAIBL (TGT-1)

I (1) is the Inside FERC – Gas Market Report first-of-the-month posting for Texas Gas Zone 1.
I (2) is the New York Mercantile Exchange Settled Closing Price.

SAIBL (TGPL-0)

I (1) is the Inside FERC – Gas Market Report first-of-the-month posting for Tennessee Zone 0.
I (2) is the New York Mercantile Exchange Settled Closing Price.

SAIBL (TGPL-1)

I (1) is the Inside FERC – Gas Market Report first-of-the-month posting for Tennessee Zone 1.
I (2) is the New York Mercantile Exchange Settled Closing Price.

SAIBL (TGC-ELA)

I (1) is the Inside FERC – Gas Market Report first-of-the-month posting for Trunkline Louisiana.
I (2) is the New York Mercantile Exchange Settled Closing Price.

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PBR
Experimental Performance Based Rate Mechanism (Continued)

DAIBL is the Delivery Area Index factor for Base Load to be established for purchases made by Company when Company has fully utilized its pipeline quantity entitlements on a daily basis and which are for delivery to Company's city gate from Texas Gas Transmission's Zone 2, 3 or 4, Tennessee Gas Pipeline's Zone 2, or Trunkline Gas Company's Zone 1B.

The monthly DAIBL for TGT-2, 3, 4, TGPL-2, and TGC-1B shall be calculated using the following:

$$DAIBL = [I(1) + I(2)] / 2$$

DAIBL (TGT-2, 3, & 4), (TGPL-2) and (TGC-1B)

I (1) is the average of the daily high and low Gas Daily postings for the Daily Price Survey for Dominion – South Point-Appalachia.
I (2) is the Inside FERC – Gas Market Report first-of-the month posting for Prices of Spot Gas delivered to Pipeline for Dominion Transmission Inc. – Appalachia.

TAAGCCBL represents Company's Total Annual Actual Gas Commodity Costs for Base Load deliveries of natural gas purchased for system supply and is equal to the total monthly actual gas commodity costs.

To the extent that TAAGCCBL exceeds TABGCCBL for the PBR period, then the GAIFBL Shared Expenses shall be computed as follows:

$$GAIFBL\ Shared\ Expenses = TAAGCCBL - TABGCCBL$$

To the extent that TAAGCCBL is less than TABGCCBL for the PBR period, then the GAIFBL Shared Savings shall be computed as follows:

$$GAIFBL\ Shared\ Savings = TABGCCBL - TAAGCCBL$$

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PBR
Experimental Performance Based Rate Mechanism (Continued)

GAIFSL

The GAIFSL shall be calculated by comparing the Total Annual Benchmark Gas Commodity Costs for Swing Load (TABGCCSL) system supply natural gas purchases for swing load for the PBR period to the Total Annual Actual Gas Commodity Costs for Swing Load (TAAGCCSL) system supply natural gas purchases for during the same period to determine if any shared expenses or shared savings exist.

TABGCCSL represents the Total Annual Benchmark Gas Commodity Costs for Swing Load gas purchases and equals the monthly Benchmark Gas Commodity Costs of gas purchased for Swing Load system supply (BGCCSL).

BGCCSL represents Benchmark Gas Commodity Costs for Swing Load gas purchases and shall be calculated on a monthly basis and accumulated for the PBR period. BGCCSL shall be calculated as follows:

$$BGCCSL = Sum\ [(APVSLi - PEFDCQSL) \times SAISLi] + (PEFDCQSL \times DAISL)$$

Where:

APVSL is the Actual Purchased Volumes of natural gas for Swing Load system supply for the month. The APVSL shall include purchases necessary to cover retention volumes required by the pipeline as fuel.

"i" represents each supply area.

PEFDCQSL are the Purchases in Excess of Firm Daily Contract Quantities delivered to WKG's city gate. Firm Daily Contract Quantities are the maximum daily contract quantities which Company can deliver to its city gate under its various firm transportation agreements and arrangements.

SAISL is the Supply Area Index factor for Swing Load to be established for each supply area in which Company has firm transportation entitlements used to transport its natural gas purchases and for which price postings are available. The five supply areas are TGT-SL (Texas Gas Transmission-Zone SL), TGT-1 (Texas Gas Transmission-Zone 1), TGPL-0 (Tennessee Gas Pipeline-Zone 0), and TGPL-1 (Tennessee Gas Pipeline-Zone 1), and TGC-ELA (Trunkline Gas Company-ELA).

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ATMOS ENERGY CORPORATION
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PBR

Experimental Performance Based Rate Mechanism (Continued)

The monthly SAISL for TGT-SL, TGT-1, TGPL-0, TGPL-1, and TGC-ELA shall be calculated using the following formula:

SAISLi = I(i)

Where:

"I" represents each index reflective of both supply area prices and price changes throughout the month in these various supply areas.

"i" represents each supply area.

The index for each supply zone is as follows:

SAISL (TGT-SL)

I (1) is the average of the daily high and low Gas Daily postings for Louisiana-Onshore South Texas Gas Zone SL averaged for the month.

SAISL (TGT-1)

I (2) is the average of the daily high and low Gas Daily postings for East Texas – North Louisiana Area - Texas Gas Zone 1 averaged for the month.

SAISL (TGPL-0)

I (3) is the average of the daily high and low Gas Daily postings for Texas South – Corpus Christi – Tennessee, Zone 0.

SAISL (TGPL-1)

I (4) is the average of the daily high and low Gas Daily postings for Louisiana-Onshore South – 500 leg and – 800 leg average for the month.

ATMOS ENERGY CORPORATION
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PBR
Experimental Performance Based Rate Mechanism (Continued)

SAISL (TGC-ELA)

I (5) is the average of the daily high and low Gas Daily postings for Louisiana-Onshore South, Trunkline ELA.

DAISL is the Delivery Area Index factor for Swing Load to be established for purchases made by Company when Company has fully utilized its pipeline quantity entitlements on a daily basis and which are for delivery to Company's city gate from Texas Gas Transmission's Zone 2, 3 or 4, Tennessee Gas Pipeline's Zone 2, or Trunkline Gas Company's Zone 1B.

The monthly DAISL for TGT-2, 3, 4, TGPL-2, and TGC-1B shall be calculated using the following:

DAISL = I(1)

DAISL (TGT-2, 3, & 4), (TGPL-2) and (TGC-1B)

I (1) is the average of the daily high and low Gas Daily postings the Daily Price Survey for Dominion – South Point.

TAAGCCSL represents Company's Total Annual Actual Gas Commodity Costs for Swing Load deliveries to Company's city gate and is equal to the total monthly actual gas commodity costs.

To the extent that TAAGCCSL exceeds TABGCCSL for the PBR period, then the GAIFSL Shared Expenses shall be computed as follows:

GAIFSL Shared Expenses = TAAGCCSL - TABGCCSL

To the extent that TAAGCCSL is less than TABGCCSL for the PBR period, then the GAIFSL Shared Savings shall be computed as follows:

GAIFSL Shared Savings = TABGCCSL - TAAGCCS

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PBR
Experimental Performance Based Rate Mechanism (Continued)

TIF

TIF = Transportation Index Factor. The Transportation Index Factor shall be calculated by comparing the Total Annual Benchmark Transportation Costs (TABTC) of natural gas transportation services during the PBR period to the Total Annual Actual Transportation Costs (TAATC) applicable to the same period to determine if any shared expenses or shared savings exist.

The Total Annual Benchmark Transportation Costs (TABTC) are calculated as follows:

TABTC = Annual Sum of Monthly BTC

Where:

BTC is the Benchmark Transportation Costs which include both pipeline demand and volumetric costs associated with natural gas pipeline transportation services. The BTC shall be accumulated for the PBR period and shall be calculated as follows:

BTC = Sum [BM (TGT) + BM (TGPL) + BM (TGC) + BM (PPL)]

Where:

BM (TGT) is the benchmark associated with Texas Gas Transmission Corporation.

BM (TGPL) is the benchmark associated with Tennessee Gas Pipeline Company.

BM (TGC) is the benchmark associated with Trunkline Gas Company.

BM (PPL) is the benchmark associated with a proxy pipeline. This benchmark, which will be determined at the time of purchase, will be used to benchmark purchases of transportation capacity from non-traditional sources.

The benchmark associated with each pipeline shall be calculated a follows:

BM (TGT) = (TPDR x DQ) + (TPCR x AV) + S&DB
BM (TGPL) = (TPDR x DQ) + (TPCR x AV) + S&DB
BM (TGC) = (TPDR x DQ) + (TPCR x AV) + S&DB
BM (PPL) = (TPDR x DQ) + (TPCR x AV) + S&DB

Where:

TPDR is the applicable Tariffed Pipeline Demand Rate.

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

PBR
Experimental Performance Based Rate Mechanism (Continued)

DQ is the Demand Quantities contracted for by the Company from the applicable transportation provider.

TPCR is the applicable Tariffed Pipeline Commodity Rate.

AV is the Actual Volumes delivered at Company's city gate by the applicable transportation provider for the month.

S&DB represents Surcharges, Direct Bills and other applicable amounts approved by the Federal Energy Regulatory Commission (FERC). Such amounts are limited to FERC approved charges such as surcharges, direct bills, cashouts, take-or-pay amounts, Gas Supply Realignment and other Order 636 transition costs.

The Total Annual Actual Transportation Costs (TAATC) paid by Company for the PBR period shall include both pipeline demand and volumetric costs associated with natural gas pipeline transportation services as well as all applicable FERC approved surcharges, direct bills included in S&DB, less actual capacity release credits. Such costs shall exclude labor related or other expenses typically classified as operating and maintenance expenses.

To the extent that TAATC exceeds TABTC for the PBR period, then the TIF Shared Expenses shall be computed as follows:

TIF Shared Expenses = TAATC - TABTC

To the extent that the TAATC is less than TABTC for the PBR period, then the TIF Shared Savings shall be computed as follows:

TIF Shared Savings = TABTC - TAATC

Should one of the Company's pipeline transporters file a rate change effective during any PBR period and bill such proposed rates subject to refund, the period over which the benchmark comparison is made for the relevant transportation costs will be extended for one or more 12 month periods, until the FERC has approved final settled rates, which will be used as the appropriate benchmark. Company will not share in any of the savings or expenses related to the affected pipeline until final settled rates are approved.

OSSIF

OSSIF = Off-System Sales Index Factor. The Off-System Sales Index Factor shall be equal to the Net Revenue from Off-System Sales (NR).

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PBR
Experimental Performance Based Rate Mechanism (Continued)

Net Revenue is calculated as follows:

NR = OSREV - OOPC

Where:

OSREV is the total revenue associated with off-system sales and storage service transactions.

OOPC is the out-of-pocket costs associated with off-system sales and storage service transactions and shall be determined as follows:

OOPC = OOPC(GC) + OOPC(TC) + OOPC(SC) + OOPC(UGSC) + Other Costs

Where:

OOPC (GC) is the Out-of-Pocket Gas Costs associated with off-system sales transactions. For off-system sales utilizing Company's firm supply contracts, the OOPC (GC) shall be the incremental costs to purchase the gas available under Company's firm supply contracts. For off-system sales not using Company's firm supply contracts, the OOPC (GC) shall be the incremental costs to purchase the gas from other entities.

OOPC (TC) is the Out-of-Pocket Transportation Costs associated with off-system sales transactions. For off-system sales utilizing Company's firm transportation agreements, the OOPC (TC) shall be the incremental cost to use the transportation available under Company's firm supply contracts. For off-system sales not using Company's firm transportation agreements, the OOPC (TC) shall be the incremental costs to purchase the transportation form other entities.

OOPC (SC) is the Out-of-Pocket Storage Costs associated with off-system sales of storage. If this is gas in Company's own storage or gas stored with Tennessee Gas Pipeline it shall be priced at the average price of the gas in Company's storage during the month of sale. If this is gas from the storage component of Texas Gas's No-Notice Service, this gas shall be priced at the replacement costs.

OOPC (UGSC) is the Out-of-Pocket Underground Storage Costs associated with off-system sales of storage services. For the off-systems sales of storage services utilizing Company's on-system storage, the OOPC (UGSC) shall include incremental storage losses, odorization, and other fuel-related costs such as purification, dehydration, and compression. Such costs shall exclude labor-related expenses.

Other Costs represent all other incremental costs and include, but are not limited to, costs such as applicable sales taxes and excise fees. Such costs shall exclude labor-related or other expenses typically classified as operating and maintenance expenses.

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ATMOS ENERGY CORPORATION
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PBR
Experimental Performance Based Rate Mechanism (Continued)

ACSP

ACSP = Applicable Company Sharing Percentage. The ACSP shall be determined based on the PTAGSC.

Where:

PTAGSC = Percentage of Total Actual Gas Supply Costs. The PTAGSC shall be the TPBRR stated as a Percentage of Total Actual Gas Supply Costs and shall be calculated as follows:

PTAGSC = TPBRR / TAGSC

Where:

TAGSC = Total Actual Gas Supply Costs. The TAGSC shall be calculated as follows:

TAGSC = TAAGCCBL + TAAGCCSL + TAATC

If the absolute value of the PTAGSC is less than or equal to 2.0%, then the ACSP of 30% shall be applied to TPBRR to determine CSPBR. If the absolute value of the PTAGSC is greater than 2.0%, then the ACSP of 30% shall be applied to the amount of TPBRR that is equal to 2.0% of TAGSC to determine a portion of CSPBR, and the ACSP of 50% shall be applied to the amount of TPBRR that is in excess of 2.0% of TAGSC to determine a portion of CSPBR. These two portions are added together to produce the total CSPBR.

BA

BA = Balance Adjustment. The BA is used to reconcile the difference between the amount of revenues billed or credited through the CSPBR and previous application of the BA and revenues which should have been billed or credited, as follows:

1. For the CSPBR, the balance adjustment amount will be the difference between the amount billed in a 12-month period from the application of the CSPBR and the actual amount used to establish the CSPBR for the period.

2. For the BA, the balance adjustment amount will be the difference between the amount billed in a 12-month period from the application of the BA and the actual amount used to establish the BA for the period.

Annual Reports

Atmos Energy shall file annual reports to the Kentucky Public Service Commission, describing activities and financial results under the PBR program. These reports shall be filed by August 31 of each calendar year, commencing in 2007.

Review

Within 90 days of the end of the fourth year of the five year extension, the Company will file an evaluation report on the results of the PBR mechanism for the first four years of the extension period. In that report and assessment, the Company will make any recommended modifications to the PBR mechanism.

ATMOS ENERGY CORPORATION
(NAME OF UTILITY)

Demand-Side Management Low-Income Weatherization Program
DSM

Applicable

Applicable to Rate G-1 Sales Service, residential class only.

Purpose

The Company offers a low-income weatherization program in order to improve efficiency and household safety for eligible customers. The program does not rehabilitate homes and does not include home additions, paint, carpet or lead-based paint and asbestos abatements. The program may include, but not be limited to, the replacement of doors and windows, caulking, window stripping, installation of insulation, and/or the maintenance/replacement of natural gas appliances.

Eligibility Requirements

1. Atmos' Kentucky customers with an income at or below 150 percent of the federal poverty level may be eligible for home-weatherization assistance.
2. Verification of all sources of personal and household income for the purpose of determining eligibility.
3. Verification of ownership of the residence to be weatherized or a landlord agreement.
4. Copies of energy and heating bills or print outs from respective utility providers.
5. Qualified homeowners can earn up to $3,000 in weatherization improvements.

Term

This program is effective until April 30, 2015 or by order of the Public Service Commission.

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Demand-Side Management Low-Income Weatherization Program
DSM

Terms and Conditions

1. Community Action of Kentucky (CAK), in cooperation with the Kentucky Housing Corporation, administers the state's Low-Income Weatherization Program.
2. Atmos Energy only funds a portion of the state's Low-Income Weatherization Program.
3. To apply, customers need to contact their local CAK office.
4. Eligible customers must permit residence to be inspected by State Monitoring staff.
5. Eligible customers must permit full access to residence and its immediate surroundings by weatherization staff and any subcontractors during all phases of work related to the weatherization of the residence.
6. If work is cancelled by customer prior to completion, the customer would be responsible to pay the cost of expended materials.
7. All work is required to be performed by qualified local contractors and is inspected to ensure completeness and quality of work.
8. Funding for this program is limited. Eligible applications will be processed pending available funds.

Remittance of Funds

The Company will not remit any funds to the local help agency until the following occur:

1. Validation of the existence of the customer. The existing customer must be in good payment standing.
2. Validation of the correctness and accuracy of the help agency invoice.
3. The Company will perform random audits to ensure that the weatherization measures were completed and accurately reflect the measures itemized on the help agency invoice.

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Demand-Side Management Rebate Program
DSM

Applicable

Applicable to Rate G-1 Sales Service, residential and commercial classes only.

High Efficiency Equipment Rebates

Under this Program, Kentucky customers may qualify for rebates to purchase ENERGY STAR® rated natural gas equipment. The following are the terms and conditions for qualifying for a rebate under this Program:

1. Applicant must be a current or future Atmos Energy customer located in Kentucky and served (or will be served) under the General Firm (G-1) Sales Service.
2. The rebate applies for natural gas equipment upgrades in an existing home or business served by Atmos Energy or installation of natural gas equipment in a newly built home or business that will have service by Atmos.
3. A recent Atmos Energy bill showing the customer's name and address must be included with the attached rebate form (not required for new construction).
4. A separate rebate form is required for each rebate requested (for example, a qualifying water heater and furnace must be submitted under separate forms for each).
5. Rebate checks are issued in approximately 8-10 weeks after all required paperwork has been submitted.
6. Any and all equipment associated with the rebate must be installed in compliance with required local, state and federal codes. Any test or inspections that may be required for the verification of such are the responsibility of the customer or installing contractor.
7. Funding for this program is limited. Eligible rebate applications will be processed pending available funds.

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Demand-Side Management Rebate Program
DSM

8. High efficiency ENERGY STAR® natural gas heating and water heating equipment is included within the program.
9. The type of equipment qualifying, the required efficiency level, BTU Input and corresponding rebate amounts are as follows:

Equipment Type	**Efficiency Level**	**BTU Input**	**Rebate Amount**
Forced Air Furnace	90-93% AFUE	30,000 or greater	$250.00
Forced Air Furnace	94-95% AFUE	30,000 or greater	$325.00
Forced Air Furnace	96% AFUE or greater	30,000 or greater	$400.00
Boiler	85% AFUE or greater	30,000 or greater	$250.00
Programmable Thermostat			$25.00
Tank Water Heater	0.62-0.66 EF	40 gallon or greater	$200.00
Tank Water Heater	0.67 EF or greater	40 gallon or greater	$300.00
Tankless Water Heater	0.82 EF or greater	n/a	$400.00

10. For new or existing commercial cooking customers, the Company is offering a $500 rebate to change their current fryer, griddle, oven, or steamer to an ENERGY STAR® model.

Term

This program is effective until April 30, 2015 of by order of the Public Service Commission

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ATMOS ENERGY CORPORATION
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Demand-Side Management Cost Recovery Mechanism
DSM

1. Applicable

Applicable to Rate G-1 Sales Service, residential and commercial classes only.

The Distribution Charge under Residential and Commercial Rate G-1 Sales Service, shall be increased or decreased for nine annual periods beginning January 2012 and continuing through December 31, 2016 by the DSM Cost Recovery Component (DSMRC) at a rate per Mcf in accordance with the following formula:

DSMRC = DCRC + DLSA + DIA +DBA

Where:

DCRC = DSM Cost Recovery-Current. The DCRC shall include all actual costs, direct and indirect, under this program which has been approved by the Commission. This includes all direct costs associated with the program including rebates paid under the program, the cost of educational supplies, and customer awareness related to conservation/efficiency. In addition, indirect costs shall include the costs of planning, developing, implementing, monitoring, and evaluating DSM programs. In addition, all costs incurred by or on behalf of the program, including but not limited to costs for consultants, and administrative expenses, will be recovered through the DCRC.

DLSA = DSM Lost Sales Adjustment. To effectively promote and execute the program, the Company shall recover the annual lost sales attributable to customer conservation/efficiency created as a result of the Program. This aligns the Company's interest with that of its customers by reducing the correlation between volume and revenue for those customers who elect to participate in the program. The lost sales are the estimated conservation, per participant, times the base rate for the applicable customer. The goal is to make the Company whole for promoting the program. Lost sales are based on the cumulative lost sales since the program inception and will reset when the Company completes a general rate case.

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ATMOS ENERGY CORPORATION
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Demand-Side Management Cost Recovery Mechanism
DSM

DIA = DSM Incentive Adjustment. As a result of the program, the customers who participate in the program will save on their gas bills due to decreased usage, which results in decreased commodity charges. As an incentive for the Company to devote the necessary monetary and physical resources to promote and administer the program, the Company will earn a fifteen percent (15%) incentive based on the net resource savings of the Program participants.

Net resource savings are defined as Program benefits less utility Program costs and participant costs where Program benefits will be calculated on the basis of the present value of Atmos' avoided commodity costs over the expected life of the Program. For the purpose of calculating the Program benefits, a specific measure's life as defined in DEER (Database for Energy Efficient Resources), EnergyStar or NEEP is assumed with future gas costs over a corresponding period based on projection of the Company's Gas Cost Adjustment (GCA) at the time of filing with escalation factors determined by NYMEX futures prices on the cost of gas at Henry Hub. The present value is the weighted average cost of capital as stated in the Company's most recent rate case.

DBA = DSM Balance Adjustment. The DBA shall be calculated on a calendar year basis and be used to reconcile the difference between the amount of revenues actually billed through the DSMRC and the revenues which should have been billed.

The DBA for the upcoming twelve-month period shall be calculated as the sum of the balance adjustments for the DCRC, DLSA and DIA. For the DCRC, DLSA and DIA, the balance adjustment shall be the difference between the amount billed in a twelve-month period and the actual cost of the DSM Program during the same twelve-month period.

The balance adjustment amounts calculated will include interest to be calculated at a rate equal to the average of "3-month Commercial Paper Rate" for the immediately preceding twelve-month period.

The Company will file modifications to the DSMRC on an annual basis at least two months prior to the beginning of the effective upcoming twelve-month period for billing. This annual filing shall include detailed calculations of the DCRC, DLSA, DIA and the DBA, as well as data on the total cost of the DSM Program over the twelve-month period. The calculations plus interest shall be divided by the expected Mcf sales for the upcoming twelve-month period to determine the DSMRC.

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Demand-Side Management Cost Recovery Mechanism
DSM

DSM Cost Recovery Component (DSMRC-R):

DSM Cost Recovery – Current:	$0.0956 per Mcf
DSM Lost Sales Adjustment	$0.0000 per Mcf
DSM Incentive Adjustment	$0.0040 per Mcf
DSM Balance Adjustment:	($0.0237) per Mcf
DSMRC Residential Rate G-1	$0.0759 per Mcf

DSM Cost Recovery Component (DSMRC-C):

DSM Cost Recovery – Current:	$0.0695 per Mcf
DSM Lost Sales Adjustment	$0.0000 per Mcf
DSM Incentive Adjustment	$0.0119 per Mcf
DSM Balance Adjustment:	($0.0722) per Mcf
DSMRC Residential Rate G-1	$0.0092 per Mcf

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ATMOS ENERGY CORPORATION
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Research & Development Rider
R & D Unit Charge

1. **Applicable:**
This rider applies to the distribution charge applicable to all gas transported by the Company other than Rate T-3 and T-4 Transportation Service.

2. **R&D Unit Charge:**
The intent of the Research & Development Unit Charge is to maintain the Company's level of contribution per Mcf as of December 31, 1998.

R&D Unit Charge @ $0.0035 per 1,000 cubic feet

3. **Waiver Provision:**
The R&D Unit Charge may be reduced or waived for one or more classifications of service or rate schedules at any time by the Company by filing notice with the Commission. Any such waiver shall not increase the R&D Unit Charge to the remaining classifications of service or rate schedules without Commission approval.

4. **Remittance of Funds:**
All funds collected under this rider will be remitted to Gas Technology Institute, or similar research or commercialization organization. The amounts so remitted shall be reported to the Commission annually.

5. **Reports to the Commission:**
A statement setting forth the manner in which the funds remitted have been invested in research and development will be filed with the Commission annually.

6. **Termination of this Rider:**
Participation in the R&D funding program is voluntary on the part of the Company. This rider may be terminated at any time by the Company by filing a notice of rescission with the Commission.

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Pipeline Replacement Program Rider
PRP

1. Applicable

Applicable to all customers receiving service under the Company's Rate Schedules G-1, G-2, T-3 and T-4.

2. Calculation of Pipe Replacement Rider Revenue Requirement

The PRP Revenue Requirement includes the following:

a) PRP-related Plant In-Service not included in base gas rates minus the associated PRP-related accumulated depreciation and accumulated deferred income taxes;
b) Retirement and removal of plant related PRP construction;
c) The rate of return on the net rate base is the overall rate of return on capital authorized in the Company's latest base gas rate case, grossed up for federal and state income taxes;
d) Depreciation expense on the PRP related Plant In-Service less retirement and removals;
e) Reduction for savings in Operating and Maintenance expenses; and,
f) Adjustment for ad valorem taxes.

3. Pipe Replacement Program Factors

All customers receiving service under tariff Rate Schedules G-1, G-2, T-3 and T-4 shall be assessed an adjustment to their applicable rate schedule that will enable the Company to complete the pipe replacement program. The allocation to G-1 residential, G-1 non-residential, G-2, T-3 and T-4 will be in proportion to their relative base revenue share approved in Case No. 2009-00354.

The PRP Rider will be filed annually on or around August 1st of each year. The filing will reflect the anticipated impact on the Company's revenue requirements of net plant additions as offset by operations and maintenance expense reductions during the upcoming fiscal year ending each September as well as a balancing adjustment for the preceding fiscal year. Such adjustment to the Rider will become effective with meter readings on and after the first billing cycle of October.

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Pipeline Replacement Program Rider

4. Pipe Replacement Rider Rates

The charges for the respective gas service schedules for the revenue month beginning January 24, 2014 per billing period are:

	Monthly Customer Charge		Distribution Charge per Mcf		
Rate G-1 (Residential)	$0.00		$0.00		(R)
Rate G-1 (Non-Residential)	$0.00		$0.00		(R)
Rate G-2	$0.00		$0.0000	per 1000 cubic feet	(R)
Rate T-3	$0.00	1-15000	$0.0000	per 1000 cubic feet	(R)
		Over 1500	$0.0000	per 1000 cubic feet	(R)
Rate T-4	$0.00	1-300	$0.0000	per 1000 cubic feet	(R)
		301-15000	$0.0000	per 1000 cubic feet	(R)
		Over 15000	$0.0000	per 1000 cubic feet	(R)

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Economic Development Rider
EDR

1. **Applicable:**
This Rider may apply to any customer with an expected demand of at least 9,000 Mcf per year. Existing customers served under another rate schedule to be eligible for service under this rate schedule must contract for sufficient natural gas demand to produce an increase in consumption of 4,500 Mcf per year.

2. **Purpose:**
This Rider is intended to allow the Company to offer incentive or discount type rates designed to enhance the Company's system utilization while encouraging industrial development and job growth within the Company's service areas. Under the terms of this Rider, qualifying customers are required to enter into a Special Contract with the Company. The Special Contract shall be subject to approval by the Kentucky Public Service Commission (Commission). This Rider is available for load associated with initial permanent service to new establishments, expansion of existing establishments or new customers in existing establishments. This Rider may also be available for existing customers that are experiencing financial hardship, if certain conditions can be met.

3. **Term:**
Any Special Contract shall extend for a period twice the length of the discount period. The discount period shall not extend beyond four (4) years.

4. **Gas Cost Adjustment:**
For G-1 and G-2 customers, bills for service are subject to the cost of purchased gas in accordance with the Gas Cost Adjustment (GCA) Rider approved by the Kentucky Public Service Commission.

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Economic Development Rider
EDR

5. Discount Terms:

Contract Year	Tariff Margin Discounted by:
1	25%
2	25%
3	25%
4	25%
After 4th Year	0%

6. Special Terms and Conditions:

a. The Company may discount or waive gas main extension costs.

b. The Special Contract shall include, but not be limited to, the applicable rate discount and other discount provisions, the number of jobs and capital investment to be created, customer-specific fixed costs associated with serving the customer, minimum bill, a current marginal cost-of-service study, provision for the recovery of EDR customer-specific fixed costs, estimated load, estimated load factor, and contract length.

c. The Special Contract shall contain additional load that would be subject to suitable service being available from existing facilities.

d. The Company will file annual reports that detail revenues received from EDR customers and the marginal costs associated with serving those individual customers as well as replicating Appendix A to the Commission's Order in Administrative Case No. 327.

e. A Special Contract designed to retain load of an existing customer shall be accompanied by an affidavit of the customer stating that, without the rate discount, operations will cease or be severely restricted. In addition, the utility must demonstrate the financial hardship experienced by the customer.

f. For new industrial customers, an EDR should apply on to load which exceeds a minimum base level. For existing industrial customers, an EDR shall apply only to new load which exceeds an incremental usage level above a normalized base load.

g. The major objectives of the EDR are job creation and capital investment. However, job creation and capital investment requirements shall not be imposed on EDR customers.

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ATMOS ENERGY CORPORATION
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Interruptible Transportation Service
Rate T-3

1. Applicable

Entire service area of the Company to any customer for that portion of the customer's interruptible requirements not included under one of the Company's sales tariffs.

2. Availability of Service

a) Available to any customer with an expected demand of at least 9,000 Mcf per year, on an individual service at the same premise, who has purchased its own supply of natural gas and require interruptible transportation service by the Company to customer's facilities subject to suitable service being available from existing facilities.

b) The Company may decline to initiate service to a customer under this tariff or to allow a customer receiving service under this tariff to elect any other service provided by the Company, if in the Company's sole judgment, the performance of such service would be contrary to good operating practice or would have a detrimental impact on other customers serviced by the Company.

3. Net Monthly Rate

In addition to any and all charges assessed by other parties, there will be applied:

a)	Base Charge	-	$350.00	per delivery point	(I)
b)	Transportation Administration Fee	-	50.00	per customer per month	

c) Distribution Charge for Interruptible Service

First[1]	15,000	Mcf	@	$0.7900	per Mcf	(I)
Over	15,000	Mcf	@	0.5300	per Mcf	(I)

d) Applicable Non-Commodity Components (Sheet No. 6) as calculated in the Company's Gas Cost Adjustment (GCA) filing.
e) Electronic Flow Measurement ("EFM") facilities charge, if applicable.
f) Pipe Replacement Program (PRP) Rider.

[1]All gas consumed by the customer (Sales and transportation; firm and interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.

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Interruptible Transportation Service
Rate T-3

4. Net Monthly Bill

The Net Monthly Bill shall be equal to the sum of the Base Charge, the Transportation Administration Fee, and applicable Distribution Charge and Non-Commodity Component, applicable Pipe Replacement Program charges, and any applicable Electronic Flow Measurement ("EFM") facilities charges (see Subsection 8 "Special Provisions" of this tariff.)

5. Nominated Volume

Definition: "Nominated Volume" or "Nomination" – The level of daily volume in Dth as requested by the customer to be transported and delivered by the Company. Such volume nominated by the Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in the Company's current Transportation tariff. The volumes delivered by the Customer to the Company for redelivery to the Customer's facilities will be reduced to cover the related system Lost and Unaccounted gas quantities.

Such nomination request shall be made by the customer to the Company on a periodic basis prior to the nomination deadline of the respective interstate transporter. Such nomination may be adjusted prospectively from time to time during the billing period as may become necessary. However, the Company retains the right to limit the number of nomination adjustments during the billing period. Daily nominations shall not exceed the Customer's Maximum Daily Quantity (MDQ). Maximum Daily Quantity means the maximum daily volume of gas, as determined by the Company based on Customer's historical metered volumes, which a Customer under this Rate Schedule will be allowed to nominate and have delivered into the Company's system for the Customer's account. In the event historical data is not available, the Company will determine the MDQ based on data provided by the customer. Once historical data becomes available the MDQ will be revised.

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Interruptible Transportation Service
Rate T-3

6. Imbalances

The Company will calculate, on a monthly basis, the customer's Imbalance resulting from the differences that occur between the volume that the customer had nominated into the Company's facilities and the volume the Company delivered to the customer's facilities plus an allowance for system Lost and Unaccounted gas quantities.

$$\text{Imbalance} = \text{Dth}_{\text{Customer}} - \text{Dth}_{\text{Company}}$$

Where:

1. "$\text{Dth}_{\text{Customer}}$" are the total volumes that the customer had delivered to the Company's Facilities. Such volumes nominated by the Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in the Company's current Transportation tariff.

2. "$\text{Dth}_{\text{Company}}$" are the volumes the Company delivered into customer's facilities, however, the Company will adjust the Imbalance, if at the Company's request, the customer did not take deliveries of the volumes the customer had delivered to the Company's facilities.

The Imbalance volumes will be resolved by use of the following procedure:

a) If the Imbalance is negative and the Imbalance volumes were approved by the Company, then the customer-will be billed for the Imbalance volumes at the rates described in the following "cash out" method in item b)

If the Imbalance is positive, then the Company will purchase the Imbalance volumes in excess of "parked" volumes from the customer at the rates described in the following "Cash out" method in item (b).

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b) "Cash out" Method

Imbalance volumes			**Negative Imbalances Cash-Out Price**		**Positive Imbalances Cash-Out Price**	(T)
First[1]	5% of Dth $_{Customer}$	@	100% of Index Price[2]	@	100% of Index Price	
Next[1]	5% of Dth $_{Customer}$	@	110% of Index Price[2]	@	90% of Index Price	
Over[1]	10% of Dth $_{Customer}$	@	120% of Index Price[2]	@	80% of Index Price	

[1] Not to exceed Imbalance volumes

[2] The index price will equal the effective "Cash out" index price in effect for the transporting pipeline or as filed with the Commission by the Company.

c) Customer will be reimbursed for all pipeline transportation commodity charges applying to cash out volumes. However, the reimbursement will not exceed pipeline transportation commodity charges the Company would have incurred to transport the "Cash Out" volumes.

d) In addition to other tariff provisions, the customer shall be responsible for any incremental charges assessed by the pipeline(s) and/or suppliers resulting from the customer's failure to match volumes that the customer had delivered to the Company's facilities with volumes the Company delivered into customer's facilities. (D)

e) Customer may, by written agreement with the Company, arrange to "park" positive imbalance volumes, up to 10% of "Dth $_{Company}$ ", on a monthly basis at $0.10/Dth per month. The parking service will be provided on a "best efforts" basis by the Company. Parked volumes will be deemed "first through the meter" delivered to the Customer in the month following delivery to the Company on the Customer's account.

7. Curtailment

a) The Company shall have the right at any time without liability to the customer to curtail or to discontinue the delivery of gas entirely to the customer for any period of time when such curtailment or discontinuance is necessary to protect the requirements of domestic and commercial customers; to avoid an increased maximum daily demand in the Company's gas purchases; to avoid excessive peak load and demands upon the gas transmission or distribution system; to relieve

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Rate T-3

system capacity constraints; to comply with any restriction or curtailment of any governmental agency having jurisdiction over the Company or its supplier or to comply with any restriction or curtailment as may be imposed by the Company's supplier; to protect and insure the operation of the Company's underground storage system; for any causes due to force majeure (which includes acts of God; strikes, lockouts, civil commotion, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the discretion of the Company.

b) All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 35 of its Rules and Regulations as filed with and approved by the Public Service Commission.

c) In the event a customer fails in part or in whole to comply with a Company Curtailment Order either as to time or volume of gas used or uses a greater quantity of gas than its allowed volume under terms of the Curtailment Order, the Company may, at its sole discretion, apply a rate of up to $15.00 per Dth. In addition to other tariff penalty provisions, the customer shall be responsible for any incremental charges assessed by the pipeline(s) or supplier(s) resulting from the customer's failure to match volumes that the customer had delivered to the Company's facilities with volumes the Company delivered into customer's facilities. (D)

8. <u>Special Provisions</u>

It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving service under this Interruptible Transportation Service Rate T-3. Electronic flow measurement ("EFM") equipment is required to be installed, maintained, and operated by the Company to obtain transportation service. The customer is responsible for providing the electric and communications support services related to the EFM equipment. Customers required to install EFM may elect the optional monthly EFM facilities charge. NOTE: Customers utilizing this service as of July 1, 2007, whose contractual requirements with the Company are less than 100 Mcf/day, are not required to have EFM equipment; however, such customers may, at their option, elect to install EFM equipment under the same provisions set forth above.

No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel.

Refer to Transportation Pooling for the option of participating in a Transportation Pooling Service.

ATMOS ENERGY CORPORATION
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Interruptible Transportation Service
Rate T-3

9. Terms and Conditions

a) Specific details relating to volume, delivery point and similar matters may be covered by a separate written contract or amendment with the customer.

b) The Company will not be obligated to deliver a total supply of gas to the customer in excess of the customer's maximum daily transportation volumes. The Company has no obligation under this tariff to provide any sales gas to the customer.

c) It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas under this Interruptible Transportation Service Rate to the facilities of the Company.

d) The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.

e) The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall likewise apply to these Transportation Service Rates and all contracts and amendments there under.

f) In the event the customer loses its gas supply, it may be allowed a reasonable time in which to secure replacement volumes (up to the contract daily transportation quantity), subject to provisions of Section 5 of this tariff.

A "reasonable time" will be, except when precluded by operational constraints, matched to the make-up grace period by the respective interstate pipeline transporter.

g) The customer will be solely responsible to correct, any imbalances it has caused on the applicable pipeline's system.

10. Late Payment Charge

A late payment charge may be assessed if a customer fails to pay a bill for services by the due date shown (T)
on the customer's bill. The charge may be assessed only once on any bill for rendered services. Any (T)
payment received shall first be applied to the bill for service rendered. Additional charges shall not be (D)
assessed on the unpaid late payment charge. (T)

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Interruptible Transportation Service
Rate T-3

11. Alternative Fuel Responsive Provision

Notwithstanding any other provision of this tariff, the Company may, periodically, flex the applicable Distribution Charge on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.

Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.

The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.

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Firm Transportation Service
Rate T-4

1. Applicable

Entire Service Area of the Company to any customer for that portion of the customer's firm requirements not included under one of the Company's sales tariffs.

2. Availability of Service

a) Available to any customer with an expected demand of at least 9,000 Mcf per year, on an individual service at the same premise, who has purchased its own supply of natural gas and require firm transportation service by the Company to customer's facilities subject to suitable service being available from existing facilities.

b) The Company may decline to initiate service to a customer under this tariff or to allow a customer receiving service under this tariff to elect any other service provided by the Company, if in the Company's sole judgment, the performance of such service would be contrary to good operating practice or would have a detrimental impact on other customers serviced by the Company.

3. Net Monthly Rate

In addition to any and all charges assessed by other parties, there will be applied:

a) Base Charge		-	$350.00	per delivery point	(I)
b) Transportation Administration Fee		-	50.00	per customer per month	
c) Distribution Charge for Firm Service					
First[1]	300 Mcf	@	$1.3180	per Mcf	(I)
Next[1]	14,700 Mcf	@	0.8800	per Mcf	(I)
Over	15,000 Mcf	@	0.6200	per Mcf	(I)

d) Applicable Non-Commodity Components as calculated in the Company's Gas Cost Adjustment (GCA) filing.
e) Electronic Flow Measurement ("EFM") facilities charges, if applicable.
f) Pipe Replacement Program (PRP) Ride.

[1] All gas consumed by the customer (sales and transportation; firm and interruptible) will be considered for the purpose of determining whether the volume requirement of 15,000 Mcf has been achieved.

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Firm Transportation Service
Rate T-4

4. Net Monthly Bill

The Net Monthly Bill shall be equal to the sum of the Base Charge, the Transportation Administration Fee, and applicable Distribution Charge and Non-Commodity Component, applicable Pipe Replacement Program charges, and any applicable Electronic Flow Measurement ("EFM") facilities charges (see subsection 8 "Special Provisions" of this tariff.)

5. Nominated Volume

Definition: "Nominated Volume" or "Nomination" – The level of daily volume in Dth as requested by the customer to be transported and delivered by the Company. Such volume nominated by the Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in the Company's current Transportation tariff Sheet No. 6. The volumes delivered by the Customer to the Company for redelivery to the Customer's facilities will be reduced to cover the related system Lost and Unaccounted gas quantities.

Such nomination request shall be made by the customer to the Company on a periodic basis prior to the nomination deadline of the respective interstate transporter. Such nomination may be adjusted prospectively from time to time during the billing period as may become necessary. However, the Company retains the right to limit the number of nomination adjustments during the billing period. Daily nominations shall not exceed the Customer's Maximum Daily Quantity (MDQ). Maximum Daily Quantity means the maximum daily volume of gas, as determined by the Company based on Customer's historical metered volumes, which a Customer under this Rate Schedule will be allowed to nominate and have delivered into the Company's system for the Customer's account. In the event historical data is not available, the Company will determine the MDQ based on data provided by the customer. Once historical data becomes available the MDQ will be revised.

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Firm Transportation Service
Rate T-4

6. Imbalances

The Company will calculate, on a monthly basis, the customer's Imbalance resulting from the differences that occur between the volume that the customer had nominated into the Company's facilities and the volume the Company delivered to the customer's facilities plus an allowance for system Lost and Unaccounted gas quantities.

$$\text{Imbalance} = \text{Dth}_{\text{Customer}} - \text{Dth}_{\text{Company}}$$

Where

1. $\text{Dth}_{\text{Customer}}$" 'are the total volumes that the customer had delivered to the Company's Facilities. Such volumes nominated by the Customer shall include an allowance for the Company's system Lost and Unaccounted gas percentage as stated in The Company's current Transportation tariff Sheet No. 6.

2. $\text{Dth}_{\text{Company}}$" 'are the volumes the Company delivered into customer's facilities, however, the Company will adjust the Imbalance, if at the Company's request, customer did not take deliveries of the volumes the customer had delivered to the Company's facilities.

The Imbalance volumes will be resolved by use of the following procedure:

a) If the Imbalance is negative and the Imbalance volumes were approved by the Company, then the customer will be billed for the Imbalance volumes at the rates described in the following "cash out" method in item b).

If the Imbalance is positive, then the Company will purchase the Imbalance volumes in excess of "parked" volumes from the customer at the rates described in the following "Cash out" method in item (b).

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b) "Cash out" Method (T)

Imbalance volumes			**Negative Imbalances Cash-Out Price**		**Positive Imbalances Cash-Out Price**
First[1]	5% of Dth $_{Customer}$	@	100% of Index Price[2]	@	100% of Index Price
Next[1]	5% of Dth $_{Customer}$	@	110% of Index Price[2]	@	90% of Index Price
Over[1]	10% of Dth $_{Customer}$	@	120% of Index Price[2]	@	80% of Index Price

[1] Not to exceed Imbalance volumes

[2] The index price will equal the effective "Cash out" index price in effect for the transporting pipeline or as filed with the Commission by the Company.

c) Customer will be reimbursed for all pipeline transportation commodity charges applying to cash out volumes. However, the reimbursement will not exceed pipeline transportation commodity charges the Company would have incurred to transport the "Cash Out" volumes.

d) In addition to other tariff provisions, the customer shall be responsible for any incremental charges assessed by the pipeline(s) or supplier(s) resulting from the customer's failure to match volumes that the customer had delivered to the Company's facilities with volumes the Company delivered into customer's facilities. (D)

e) Customer may, by written agreement with the Company, arrange to "park" positive imbalance volumes, up to 10% of "Dth $_{Company}$ ", on a monthly basis at $0.10/Dth per month. The parking service will be provided on a "best efforts" basis by the Company. Parked volumes will be deemed "first through the meter" delivered to the Customer in the month following delivery to the Company on the Customer's account.

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7. Curtailment

a) All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Order" as contained in Section 35 of its Rules and Regulations as filed with and approved by the Public Service Commission and for any causes due to force majeure (which includes acts of God; strikes, lockouts, civil commotion, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, etc.); and for any other necessary or expedient reason at the discretion of the Company.

b) In the event a customer fails in part or in whole to comply with a Company Curtailment Order either as to time or volume of gas used or uses a greater quantity of gas than its allowed volume under terms of the Curtailment Order, the Company may, at its sole discretion, apply a rate of up to $15.00 per Dth. In addition to other tariff penalty provisions, the customer shall be responsible for any incremental charges assessed by the pipeline(s) or supplier(s) resulting from the customer's failure to match volumes that the customer had delivered to the Company's facilities with volumes the Company delivered into customer's facilities. (D)

8. Special Provisions

It will be the responsibility of the customer to pay all costs for additional facilities and/or equipment which will be required as a result of receiving service under this Firm Transportation Service Rate T-4. Electronic flow measurement ("EFM") equipment is required to be installed, maintained, and operated by the Company to obtain transportation service. The customer is responsible for providing the electric and communications support services related to the EFM equipment. Customers required to install EFM may elect the optional monthly EFM facilities charges. NOTE: Customers utilizing this service as of July 1, 2007, whose contractual requirements with the Company are less than 100 Mcf/day, are not required to have EFM equipment; however, such customers may, at their option, elect to install EFM equipment under the same provisions set forth above.

No gas delivered under this rate schedule and applicable contract shall be available for resale to anyone other than an end-user for use as a motor vehicle fuel.

Refer to Transportation Pooling for the option of participating in a Transportation Pooling Service.

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9. Terms and Conditions

a) Specific details relating to volume, delivery point and similar matters may be covered by a separate written contract or amendment with the customer.

b) The Company will not be obligated to deliver a total supply of gas to the customer in excess of the customer's maximum daily transportation volumes. The Company has no obligation under this tariff to provide any sales gas to the customer.

c) It shall be the customer's responsibility to make all necessary arrangements, including obtaining any regulatory approval required, to deliver gas under this Firm Transportation Service Rate to the facilities of the Company.

d) The Company reserves the right to refuse to accept gas that does not meet the Company's quality specifications.

e) The Rules and Regulations and Orders of the Kentucky Public Service Commission and of the Company and the Company's General Terms and Conditions applicable to the Company's Sales Tariff Rates shall likewise apply to these Transportation Service Rates and all contracts and amendments there under.

f) In the event the customer loses its gas supply, it may be allowed a reasonable time in which to secure replacement volumes (up to the contract daily transportation quantity), subject to provisions of Section 5 of this tariff.

A "reasonable time" will be, except when precluded by operational constraints, matched to the make-up grace period by the respective interstate pipeline transporter.

g) The customer will be solely responsible to correct, or cause to be corrected, any imbalances it has caused on the applicable pipeline's system.

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10. Late Payment Charge

A late payment charge may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The charge may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional charges shall not be assessed on the unpaid late payment charge. (T) (T) (D) (T)

11. Alternative Fuel Responsive Flex Provision

Notwithstanding any other provision of this tariff, the Company may, periodically, flex the applicable Distribution Charge on a customer specific basis if, a customer presents sufficient reliable and persuasive information to satisfactorily prove to the Company that alternative fuel, usable by the customer's facility, is readily available, in both advantageous price and adequate quantity, to completely or materially displace the gas service that would otherwise be facilitated by this tariff. The customer shall submit the appropriate information by affidavit on a form on file with the Commission and provided by the Company. The Company may require additional information to evaluate the merit of the flex request.

Pursuant to this Section, the Company may flex the otherwise applicable transportation rate to allow the delivered cost of gas to approximate the customer's total cost, including handling and storage charges, of available alternative fuel. The minimum flexed rate shall be the non-commodity component of the customer's otherwise applicable rate.

The Company will not flex for volumes which, if delivered, would exceed either (1) the current operable alternative fuel fired capability of the customer's facilities, or (2) the energy equivalent of the quantity of alternative fuel available to the customer, whichever is less. The Company reserves the right to confirm, to its satisfaction, the customer's alternative fuel capability and the reasonableness of the represented price and quantity of available alternative fuel.

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Alternate Receipt Point Service
Rate T-5

1. Applicable

Entire service area of the Company to any customer, subject to limitations noted below, for that portion of the customer's Rate T-3 or Rate T-4 requirements. (D)

2. Availability of Service

a) Available, subject to restrictions noted below, to any customer utilizing transportation or carriage services, on an individual service at the same premise, who has purchased its own supply of natural gas and requests delivery to the Company at a receipt point other than the Company's interconnection with the pipeline, or supplier immediately upstream of customer's premises, or the receipt point designated as the primary receipt point in such customer's contract with the Company.
b) The alternate receipt point through which service is requested must be physically accessible via the Company's existing pipeline system upstream of the delivery point to the customer's facilities.
c) The Company shall determine the portions of its system to which access may be granted to a specific Alternate Receipt Point.
d) Access to certain alternate receipt points may be limited or restricted altogether by the Company.
e) Availability of service is contingent upon the Company's determination that such service is available through existing facilities.
f) The Company may decline to initiate service to a customer under this tariff, if in the Company's judgment, the performance of such service would be contrary to good operating practice or would have a detrimental impact on other customers serviced by the Company.

3. Net monthly Rate

In addition to any and all charges assessed by other parties, and in addition to the charges applicable to Customer associated with their Rate T-3 or Rate T-4 requirements, the following supplemental administrative charge will be applied during months in which volumes are received and transported from the Alternate Receipt Point: (T)

a) Administrative Charge @ $50.00 per month

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Rate T-5

The administrative fee is waived if, during the month, the Alternate Receipt Point represents the only point of receipt utilized by the customer.

4. Imbalances

a) Volumes delivered by the Company under the Alternate Receipt Point service may be subjected to imbalance restrictions additional to those specified in the transportation (Rate T-3 or Rate T-4) tariffs.
b) Parking allowances for volumes delivered under the Alternate Receipt Point service may be limited or restricted altogether, at the Company's judgment.

5. Terms and Conditions

a) Volumes under the Alternate Receipt Point service are received for redelivery by the Company on a strictly interruptible basis.
b) The Company is not responsible for any costs incurred by the customer in its arrangement for gas supply or capacity to the Alternate Receipt Point.
c) Specific details relating to volume, receipt point(s) and similar matters shall be covered by a separate written contract or amendment with the customer.
d) Other than provisions referenced herein, or as more specifically set forth in the contract or amendment with the customer, all provisions of the customer's transportation (Rate T-3 or Rate T-4) tariffs shall apply.

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Transportation Pooling Service
Rate T-6

1. Applicable

Entire service area of the Company to any customer, subject to limitations noted below, for that portion of the customer's transportation service (Rate T-3 or Rate T-4) requirements.

2. Terms and Conditions

a) For the purpose of this section, a Pool Manager is defined as an entity which has been appointed by a customer or group of customers served under this rate schedule to perform the functions and responsibilities of requesting information, nominating supply, and other related duties. The Pool Manager shall have all of the rights under this Transportation Pooling Service and the companion rate schedules (i.e.T-3, T-4) as does a Customer transporting gas supply.

b) The Pool Manager will be responsible for arranging for volumes of transportation gas to meet the daily and monthly requirements of customers in the pool. The cash out provisions and/or any daily scheduling provisions of rate schedule T-4 shall be applied against the aggregate volume of all customers in a specific pool. The Pool Manager will be responsible for the payment of any monthly cash out payments, scheduling fees and any penalties incurred by a specific pool.

c) The Company, at its sole discretion, shall establish pooling areas by Connecting Pipeline, Pipeline zone, Company receipt point, geographic area, operational area, companion rate schedule (i.e. T-3 and T-4), administrative or other appropriate parameters.

d) No customer shall participate in a Pool that does not individually meet the availability conditions of this rate schedule or the applicable T-3 or T-4 tariffs, and no customer shall participate in more than one pool concurrently. Customers must have EFM and must utilize the Company's electronic nomination system to qualify for this pooling service.

e) To receive service hereunder, the Pool Manager shall enter into a Pool Management Agreement with Company and shall submit an Agency Authorization Form for each member of the pool, signed by both Customer and its Pool Manager.

f) The Pool Manager shall submit a signed Pool Management Agreement and an Agency Authorization Form for each member of the pool at least 30 days prior to the beginning of a billing period when service under this rate schedule shall commence. A customer who terminates service under this rate schedule or who desires to change Pool Managers shall likewise provide Company with a written notice at least 30 days prior to the end of a billing period.

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Rate T-6

g) The Pool Manager shall upon request of the Company agree to maintain a cash deposit, a surety bond, an irrevocable letter of credit, or such other financial instrument satisfactory to Company in order to assure the Pool Manager's performance of its obligations under the Pool Management Agreement. In determining the level of the deposit, bond, or other surety to be required of the Pool Manager, the Company shall consider such factors, including, but not limited to, the following: the volume of natural gas to be transported on behalf of the Pool members, the general credit worthiness of the Pool Manager, and the Pool Managers prior credit record with the Company, if any. In the event that the Pool Manager defaults on its obligations under this rate schedule or the Pool Management Agreement, the company shall have the right to use such cash deposit, or proceeds from such bond, irrevocable letter of credit, or other financial instrument to satisfy the Pool Manager's obligation hereunder. Specific terms and conditions regarding credit requirements shall be included in the Pool Management Agreement. Such credit requirements shall be administered by the Company in a non-discriminatory manner, and such credit requirements may change as the requirements of the pool change.

h) The Pool Manager shall notify the Company in writing of any changes in the composition of the pool at least 30 days prior to the beginning of the first billing period that would apply to the modified pool.

i) The Pool Management Agreement will be terminated by the Company upon 30 days written notice if a Pool Manager fails to meet any condition of this rate schedule. The Pool Management Agreement will also be terminated by the Company upon 30 days written notice if the Pool Manager has payments in arrears. Written notice of termination of the Pool Management Agreement shall be provided both to the Pool Manager and to the individual members of the pool by the Company.

j) Company shall directly bill the Pool Manager for the monthly cash out charges, penalties, or other payments contained in this rate schedule. The monthly bill will be due and payable on the date it is issued. A charge of five percent (5%) may be added to the amount of any bill remaining unpaid at the close of the first business day after fifteen (15) days following such date of issue.

k) Company shall directly bill the individual customers in the pool for all charges as specified in their contract in accordance with the tariff under which their service is provided.

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Special Charges

Service	After Hours	Regular
Meter Set*	$44.00	$34.00
Turn-on*	28.00	23.00
Read	14.00	12.00
Reconnect Delinquent Service	47.00	39.00
Seasonal Charge	73.00	65.00
Special Meter Reading Charge	N/A	No Charge
Meter Test Charge	N/A	20.00
Returned Check Charge	N/A	25.00
Late Payment Charge (Rate G-1 only)		5%

Optional Facilities Charge for Electronic Flow Measurement ("EFM") equipment
- Class 1 EFM equipment (less than $7,500, including installation costs) 75.00 per mo.
- Class 2 EFM equipment (more than $7,500, including installation costs) 175.00 per mo.

* Waived for qualified low income applicants ("LIHEAP participants")

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Rules and Regulations

1. **Commission's Rules and Regulations**

   All gas service rendered by the Company shall be in accordance with the Kentucky Public Service Commission (Commission) law and the acts, rules, regulations and forms which have been adopted by the Public Service Commission of Kentucky and all amendments and modification which may be made by the Commission. In the event of a conflict between Commission law or regulations and a following Company rule the Commission regulation will control, unless the Company rule was approved by the Commission.

2. **Company's Rules and Regulations**

   In addition to the Rules and Regulations prescribed by the Commission, all gas service rendered shall also be in accordance with the following Company Rules and Regulations adopted by the Company. The following rules are part of the Contract between the Company and each Customer.

3. **Application for Service**

   Applications for service may be made at the Company's local office either in person, or by telephone. The application for service is not complete until the applicant has fulfilled all applicable tariff eligibility requirements and complied with these rules. A separate application or contract shall be made for each class of service at each separate location.

   In cases where unusual circumstances or equipment expense is necessary to furnish the service, the Company may require a contract for a minimum period of one (1) year.

ATMOS ENERGY CORPORATION
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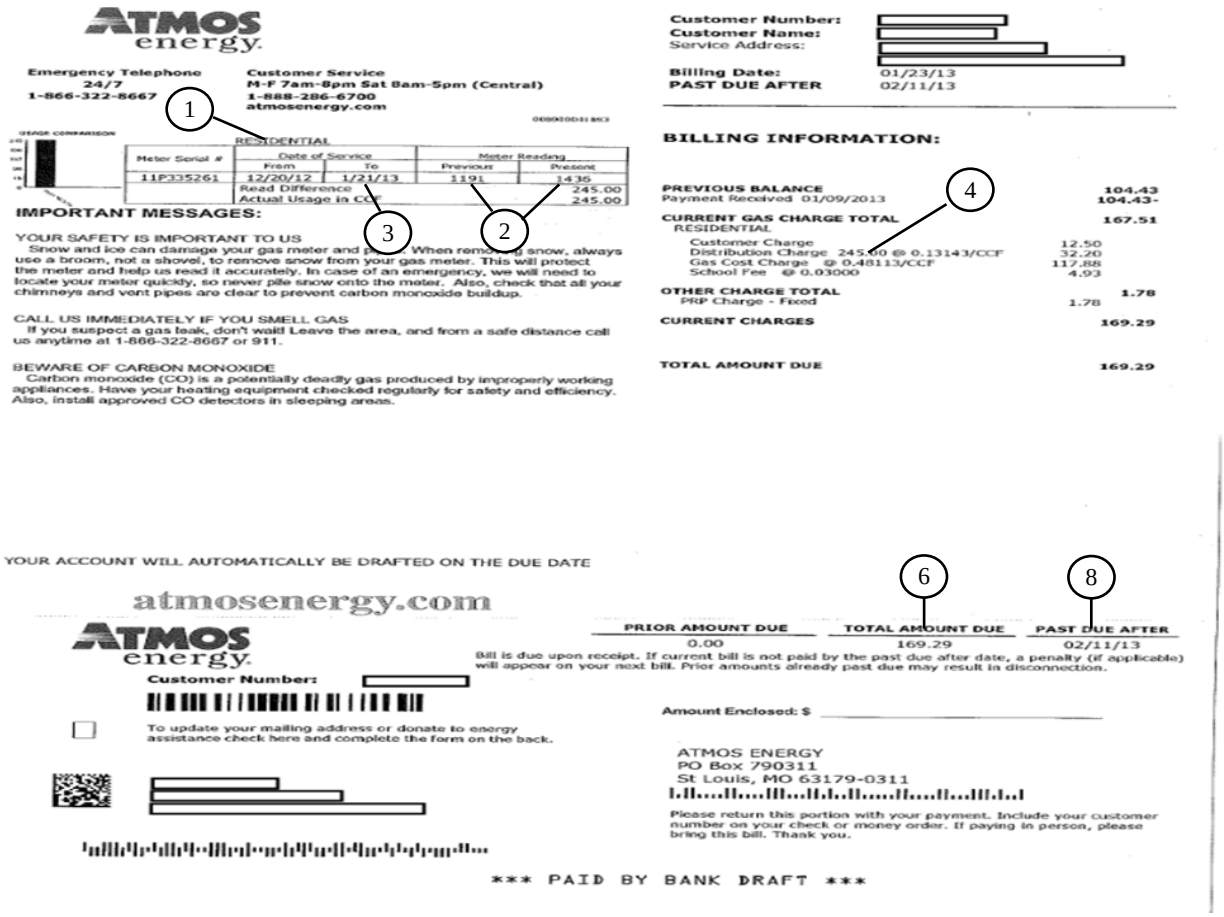
Rules and Regulations

4. Billings

a) The following is an example of the monthly bills sent to the Company's residential customers: (T)



ATMOS energy

Emergency Telephone 24/7 1-866-322-8667

Customer Service M-F 7am-8pm Sat 8am-5pm (Central) 1-888-286-6700 atmosenergy.com

RESIDENTIAL

Meter Serial #	Date of Service From	Date of Service To	Meter Reading Previous	Meter Reading Present
11P335261	12/20/12	1/21/13	1191	1436
	Read Difference			245.00
	Actual Usage in CCF			245.00

IMPORTANT MESSAGES:

YOUR SAFETY IS IMPORTANT TO US
Snow and ice can damage your gas meter and p[illegible] When remov[illegible] snow, always use a broom, not a shovel, to remove snow from your gas meter. This will protect the meter and help us read it accurately. In case of an emergency, we will need to locate your meter quickly, so never pile snow onto the meter. Also, check that all your chimneys and vent pipes are clear to prevent carbon monoxide buildup.

CALL US IMMEDIATELY IF YOU SMELL GAS
If you suspect a gas leak, don't wait! Leave the area, and from a safe distance call us anytime at 1-866-322-8667 or 911.

BEWARE OF CARBON MONOXIDE
Carbon monoxide (CO) is a potentially deadly gas produced by improperly working appliances. Have your heating equipment checked regularly for safety and efficiency. Also, install approved CO detectors in sleeping areas.

Customer Number:
Customer Name:
Service Address:

Billing Date: 01/23/13
PAST DUE AFTER 02/11/13

BILLING INFORMATION:

PREVIOUS BALANCE		104.43
Payment Received 01/09/2013		104.43-
CURRENT GAS CHARGE TOTAL		167.51
RESIDENTIAL		
Customer Charge	12.50	
Distribution Charge 245.00 @ 0.13143/CCF	32.20	
Gas Cost Charge @ 0.48113/CCF	117.88	
School Fee @ 0.03000	4.93	
OTHER CHARGE TOTAL		1.78
PRP Charge - Fixed	1.78	
CURRENT CHARGES		169.29
TOTAL AMOUNT DUE		169.29

YOUR ACCOUNT WILL AUTOMATICALLY BE DRAFTED ON THE DUE DATE

atmosenergy.com

ATMOS energy

Customer Number:

To update your mailing address or donate to energy assistance check here and complete the form on the back.

PRIOR AMOUNT DUE	TOTAL AMOUNT DUE	PAST DUE AFTER
0.00	169.29	02/11/13

Bill is due upon receipt. If current bill is not paid by the past due after date, a penalty (if applicable) will appear on your next bill. Prior amounts already past due may result in disconnection.

Amount Enclosed: $

ATMOS ENERGY
PO Box 790311
St Louis, MO 63179-0311

Please return this portion with your payment. Include your customer number on your check or money order. If paying in person, please bring this bill. Thank you.

*** PAID BY BANK DRAFT ***

1. Class of Service
2. Present and last Preceding Meter Reading
3. Date of Present Reading
4. Number of Units Consumed
5. Meter Constant if Any– Not Applicable to Residential Service
6. Net Amount for Service Rendered (T)
7. Gross Amount of Bill – Not Applicable to Residential Service
8. Date After Which a Penalty May Apply

(D)

Note: Large Volume Commercial and Industrial Billing Will Display the Above Information but May be Presented in Different Format.

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b) A conversion factor will be shown on the billing form when the basis of measurement for meter registration is different from the billing basis of measurement.

c) The Company will read customer meters at least every two months, except during the months of November through April during which time meters will be read monthly unless prevented by reasons beyond the Company's control. However, customer-read meters shall be read by the Company at least once during each calendar year. Records shall be kept by the Company to insure that this information is available to Commission staff and any customer requesting this information. If, due to reasons beyond its control, the Company is unable to read a meter in accordance with this subsection, the Company shall record the date and time the attempt was made, if applicable, and the reason the Company was unable to read the meter.

d) The gas consumed shall be measured by a meter or meters to be installed by the Company upon the customer's premises at a point most accessible or convenient for the Company. Except where multiple meters were installed at the Company's option each meter on the customer's premises shall be considered separately in calculating the amount of any bills. Meters include all measuring instruments and equipment.

e) Monthly consumption of unmetered gas used for an outdoor gas light, as approved by the Company, will be calculated to be 2,000 cubic feet per month per mantle for upright mantles and for each pair of inverted mantles. On special models of gas lights where gas consumption is greater than those referred to above, the Company shall estimate the monthly consumption to the closest 100 cubic feet and bill customers that equal amount each month. Such consumption shall be billed under the appropriate rate applicable to the customer.

f) Bills for gas service will be rendered monthly unless otherwise specified. Bills are due upon rendition and the past due date will be shown on the bill.

g) When the Company is unable to read the meter after a reasonable effort, or where the meter fails to operate, the customer will be billed on an estimated basis at the average of three (3) immediately preceding months, or similar months of utilization, and the billing adjusted as necessary when the meter is read.

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5. Deposits

a) The Company may require from any customer a minimum cash deposit or other guaranty to secure payment of bills, except from those customers qualifying for service reconnection under Section 12 of these Rules and Regulations. The amount of a cash deposit shall not exceed two-twelfths (2/12) of the estimated annual bill of a customer who is to be billed on a monthly basis, three-twelfths (3/12) where bills are rendered bimonthly, or four-twelfths (4/12) where bills are rendered quarterly. If actual usage data is available for the customer at the same or similar premises, the deposit amount shall be calculated using the customer's average bill for the most recent twelve (12) month period. If actual usage data is not available, the deposit amount shall be based on the average bills of similar customers and premises in the system.

b) A deposit will be required from a customer or applicant who:

1. Lacks a satisfactory credit or payment history.
2. Was previously terminated due to non-payment for natural gas service.
3. Is requesting service for a mobile home. (T) (D)

c) If a customer has been late on two (2) or more payments in the last twelve (12) months and does not have a deposit on file with the Company, the Company may require that a deposit be made.

d) If a substantial change in usage has occurred, the Company may require that an additional deposit be made. No additional or subsequent deposit shall be required of residential customers whose payment record is satisfactory, unless the customer's classification of service changes.

e) The Company will issue to every customer from whom a deposit is collected a receipt of deposit. The receipt will show the name of the customer, location of the service or customer, account number, date, and amount of deposit. If the deposit amount changes, the Company will issue a new receipt of deposit to the customer.

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f) Except for Winter Hardship Reconnections (as provided by Section 12 of these Rules and Regulations) customer service may be refused or discontinued if payment of requested deposit is not made.

g) Interest will accrue on all deposits at a rate prescribed by law, beginning on the date of deposit. Interest accrued will be refunded to the customer or credited to the customer's bill on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposits, the payment or credit shall be on a prorated basis. Upon termination of service, the deposit, any principal amounts, and interest earned and owing will be credited to the final bill with any remainder refunded to the customer. (D)

When a deposit is required from a customer it will be held for twelve (12) months, or until service is discontinued, unless one of the following has occurred: (a) service has been terminated for non-payment of services or (b) the customer has been late on two (2) or more payments in the last twelve (12) months.

6. Special Charges

The Company may make special nonrecurring charges, approved by the Commission, to recover customer-specific costs incurred to benefit specific customers. Listed below are the special charges included in the Company's tariff and a short description of the related service performed or action taken by the Company. See the Special Charges, Sheet No. 63 for the amount of the charge. (T)

a) Meter Set. A meter set charge may be assessed for a new service or re-set, or temporary service.

b) Turn On. A turn on charge may be assessed for connecting service which has been terminated or idle at a given premises for reasons other than nonpayment of bills or violation of the Company or Commission regulations.

c) Read. A read charge may be assessed for the establishment of new service where only a meter read is required.

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d) Reconnect Delinquent Service. A reconnect delinquent service charge may be assessed to reconnect a service which has been terminated for nonpayment of bills or violation of the Company or Commission regulations. Customers qualifying for service reconnection under Section 12 of these Rules and Regulations shall be exempt from reconnect charges.

e) Seasonal Charge. A seasonal charge may be assessed when the customer's service has been disconnected at his request and at any time subsequently within (12) months is reconnected at the same premise. (D)

f) After Hours Charge. An additional charge shall be applied to any special service activity, including reconnects for delinquent service, initiated at the customer's request outside normal business hours such as at night, on weekends or holidays. The Company shall advise the customer of the applicable after hours charge upon initiation of the service request and offer the customer the alternative to perform the requested activity during normal business hours, including reconnects for delinquent service, as a means to avoid the after hours charge.

g) Special Meter Reading Charge. This charge may be assessed when a customer requests that a meter be reread and the second reading shows that the original reading was correct. No charge shall be assessed if the original reading was incorrect. This charge may also be assessed when a customer who reads his own meter fails to read the meter for three (3) consecutive months, and it is necessary for a Company representative to make a trip to read the meter.

(No such charge may be assessed until the amount of the charge is approved or otherwise accepted by the Commission).

h) Meter Resetting Charge. A charge may be assessed for resetting a meter if the meter has been removed at the customer's request.

i) Meter Test Charge. This charge may be assessed if a customer requests the meter be tested pursuant to Section 13 and 807 KAR 5:006, section 19, and the tests show the meter is not more than two (2) percent fast. No charge shall be made if the test shows the meter is more than two (2) percent fast. (T)

j) Returned Check Charge. A returned check charge may be assessed if a check accepted for payment of a Company bill is not honored by the customer's financial institution.

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k) Late Payment Charge. A late payment charge may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The charge may be assessed only once on any bill for rendered services. Any payment received will first be applied to the bill for services rendered. Additional charges will not be assessed on the unpaid late payment charge. (T) (D)

7. Customer Complaints to The Company

Upon complaint to the Company by a customer at the Company's office, by telephone or in writing, the Company shall make a prompt and complete investigation and advise the customer of its finding. The Company shall keep a record of all written complaints concerning its service. This record shall include: (T)

(a) The customer's name and address; (T)
(b) The date and nature of the complaint; and (T)
(c) The disposition of the complaint (T)

Records shall be maintained for two (2) years from the date of resolution of the complaint. If a written complaint or a complaint made in person at the Company's office is not resolved, the Company shall provide written notice to the customer of his or her right to file a complaint with the Commission, and shall provide the customer with the mailing address, Web site address and telephone number of the Commission. If a telephonic is not resolved, the Company shall provide at least oral notice to the customer of his or her right to file a complaint with the Commission and the mailing address, Web site address and telephone number of the Commission. (T)

8. Bill Adjustments

a) If upon periodic test, request test, or complaint test, a meter in service is found to be more than two (2) percent fast, additional tests shall be made to determine the average error of the meter. The test will be made in accordance with Commission regulations applicable to the type of meter involved.

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b) If test results on a customer's meter show an average error greater than two (2) percent fast or slow, or if a customer has been incorrectly billed for any other reason, except in an instance where the Company has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by a customer, the Company will immediately determine the period during which the error has existed and will recompute and adjust the customer's bill. The adjustment will provide either a refund to the customer or collect an additional amount of revenue from the underbilled customer. The Company will readjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, the time period will be estimated using such data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of similar customer loads shall be used for comparison purposes in calculating the time period. If the customer and the Company are unable to agree on an estimate of the time period during which the error existed, the Commission will determine the issue. In all instances of customer overbilling the customer's account will be credited or the overbilled amount refunded at the discretion of the customer within thirty (30) days after the final meter test results. The Company will not require customer repayment of any underbilling to be made over a period shorter than a period equal to the underbilling period.

c) The Company will monitor customers' usage at least quarterly by comparing the volume against a high and low parameter. This parameter is based on the customer's usage from last month and the same billing period last year adjusted for weather conditions. (T)

The above procedures are designed to draw the Company's attention to unusual deviations in a customer's usage and provide reasonable means by which the Company can determine the reasons for the unusual deviation. If a customer's usage is unduly high and the deviation is not otherwise explained, the Company will test the customer's meter to determine whether the meter shows an average error greater than two (2) percent fast or slow.

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d) If the Company's procedure for monitoring usage indicates that an investigation of a customer's usage is necessary, the Company shall notify the customer in writing: (T)

1. Within ten (10) days of removing the meter from service, that a usage investigation is being conducted and the reasons for the investigation; and (T)
2. Within ten (10) days upon completion of the investigation of the findings of the investigation. (T)

If knowledge of a serious situation requires more expeditious notice, the Company shall notify the customer by the most expedient means available. If the meter shows an average meter error greater than two (2) percent fast or slow, the Company shall maintain the meter in question at a secure location under the Company's control, for a period of six (6) months from the date the customer is notified of the finding of the investigation and the time frame the meter will be secured by the Company or if the customer has filed a formal complaint pursuant to KRS 278.260, the meter shall be maintained until the proceeding is resolved. If a meter is tested and it is found necessary to make a refund or back bill a customer, the customer shall be notified in substantially the following form: (T)

On _____, (date) ____, the meter bearing identification No. ___ installed in your building located at _____(Street and Number) in _____ (city) was tested at _____ (on premises or elsewhere) and found to register ____ (percent fast or slow). The meter was tested on _____ (Periodic, Request, Complaint) test. Based upon these test results the utility will _____ (charge or credit) your account in the sum of $_____, which has been noted on your regular bill. If you desire a cash refund, rather than a credit to your account, of any amount overbilled, you shall notify this office in writing within seven (7) days of this notice. (T)

e) If the Company's procedure for monitoring usage indicates that an investigation of a customer's usage is necessary, the Company will notify the customer in writing either during or immediately after the investigation of the reason for the investigation and of the findings of the investigation. If knowledge of a serious situation requires more expeditious notice, the Company will notify the customer by the most expedient means available.

9. <u>Customer Request for Termination of Service</u>

a) Any customer desiring service termination or changed from one address to another shall give the Company at least three (3) working days notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations or tariff provisions. The customer shall not be responsible for charges for service beyond the three (3) day notice period if the customer provides reasonable access to the meter during the notice period. If the customer notifies the Company of his request for termination by telephone, the burden of proof is on the customer to prove that service termination was requested if a dispute arises.

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b) Upon request that service be reconnected at any premises subsequent to the initial installation or connection to its service lines, the Company may charge the applicant a reconnect fee, as set out in the Miscellaneous Charges Rate, Sheet No. 63. (T)

c) The Company may "soft close" the account of any residential customer requesting service termination. Soft close is the closing of a residential customer's account in order to cease billing without physically disconnecting service to the premises in order to facilitate initiating service for the next residential customer at the same premises. The Company will advise the customer that service may be left on and will instruct the customer to lower all gas appliance thermostats. The Company will also advise the customer that if any gas appliances are to be removed, the line servicing the required appliance must be properly plugged or capped and that a qualified plumber should be contacted. The Company will continue to meter and read consumption at a premises under soft close in the normal manner as provided under Section 4 of these Rules and Regulations. Neither the customer terminating service nor the customer initiating service shall be liable for any gas metered while the premises is under soft close. Within 30 days of service under soft close, the account shall be physically disconnected, unless the Company enters into an agreement with a party responsible for the premises (such as a landlord, homeowner, real estate agent, etc.) moving the account to that party's name.

10. Partial Payment and Budget Payment Plans

a) The Company will negotiate and accept reasonable partial payment plans at the request of residential customers who have received a termination notice for failure to pay as provided in Section 11 of these Rules and Regulations, except that the Company is not required to negotiate a partial payment plan with a customer who is delinquent under a previous partial payment plan. Partial payment plans will be mutually agreed upon and subject to the conditions in this subsection and Section 11 of these Rules and Regulations. Partial payment plans which extend for a period longer than thirty (30) days shall be in writing and will advise customers that service may be terminated without additional notice if the customer fails to meet the obligations of the plan.

b) The Company has a budget plan available for the convenience of its customers. The plan is designed to help equalize payment for gas service over a period of twelve months. The budget payment plan amount will be determined based on historical or estimated usage and billing amounts. Levelizing adjustments will be made as frequently as each month. A customer may elect to enter the plan at any time during the year.

To be accepted as a budget customer, the account balance must be paid in total before the customer is put on budget billing. It is understood that this budget billing plan will continue until the customer notifies the Company in writing or by telephone to discontinue the plan or the customer defaults in payment of such plan.

c) For customers presenting certificates under the provision of Section 11 (c) and Section 12 of these Rules and Regulations, the Company will negotiate partial payment plans based upon the customer's ability to pay, requiring the accounts to become current not later than the following October 15. Such plans may include, but are not limited to, budget payment plans and plans that defer payment of a portion of the arrearage until after the end of the heating season through a schedule of unequal payments.

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11. Company's Refusal or Termination of Service

a) The Company may refuse or terminate service to a customer only under the following conditions, except as provided in subsections (b) and (c) of this section:

1) The Company may terminate service for failure to comply with applicable tariffed rules or Commission regulations pertaining to that service. However, the Company will not terminate or refuse service to any customer for noncompliance with its tariffed rules or Commission regulations without first having made a reasonable effort to obtain customer compliance. After such effort by the Company, service may be terminated or refused only after the customer has been given at least ten (10) days written termination notice.

2) If a dangerous condition relating to the Company's service, which could subject any person to imminent harm or result in substantial damage to the property of the Company or others, is found to exist on the customer's premises, the service will be refused or terminated without advance notice. The Company will notify the customer immediately in writing and, if possible, orally of the reasons for termination or refusal. However, if the dangerous condition, such as gas piping or a gas-fired appliance, can be effectively isolated or secured from the rest of the system, the Company may discontinue service only to the affected piping or appliance.

3) When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, meter reading, maintenance or removal of utility property, the Company may terminate or refuse service. Such action will be taken only when corrective action negotiated between the Company and the customer has failed to resolve the situation and after the customer has been given at least ten (10) days written notice of termination.

4) Except as provided in Section 16 of these Rules and Regulations, the Company will not be required to furnish new service to any person contracting for service who is indebted to the Company for service furnished or other tariffed charges until that person contracting for service has paid his indebtedness. (T)

5) The Company may refuse or terminate service to a customer if the customer does not comply with state, municipal or other codes, rules and regulations applying to such service. The Company may terminate service only after ten (10) days written notice is provided, unless ordered to terminate immediately by a governmental official.

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6) Company may terminate service at point of delivery for nonpayment of charges incurred for utility service at that point of delivery. Failure to receive a bill does not exempt the person contracting for service from those provisions. However, the Company will not terminate service to any person contracting for service for nonpayment of bills for any tariffed charge without first having mailed or otherwise delivered an advance termination notice. (T)

When the Company is proposing to terminate customer service for nonpayment it will mail or otherwise deliver to that customer ten (10) days written notice of intent to terminate. Under no circumstances will service be terminated before twenty-seven (27) days after the mailing date of the original unpaid bill. The termination notice to residential customers will include written notification to the customer of the existence of local, state, and federal programs providing for the payment of utility bills under certain conditions, and of the address and telephone number of the Department of Community-Based Services of the Cabinet for Health and Family Service (or its designee) to contact for possible assistance. (T)

7) The Company may terminate service to a customer without advance notice if it has evidence that a customer has obtained unauthorized service by illegal use or theft. Within twenty-four (24) hours after such termination, the Company will send written notification to the customer of the reasons for termination or refusal of service upon which the Company relies, and of the customer's right to challenge the termination by filing a formal complaint with the Commission. This right of termination is separate from and in addition to any other legal remedies which the Company may pursue for illegal use or theft of service. The Company will not be required to restore service until the customer has complied with all tariffed rules of the Company and laws and regulations of the Commission.

8) The termination notice requirements of this subsection shall not apply if termination notice requirements to a particular customer or customers are otherwise dictated by the terms of a special contract between the Company and the customer which has been approved by the Commission.

9) The Company reserves the right to refuse or to defer full service to an applicant where the existing mains are inadequate to serve the applicant's requirements without adversely affecting the service to customers already connected and being served.

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b) The Company will not terminate service to a customer if the following exist:

1) If following receipt of a termination notice for nonpayment, but prior to the actual termination of service, there is delivered to the Company payment of the amount in arrears, service will not be terminated.

2) Service will not be terminated for nonpayment if the customer and the Company have entered into a partial payment plan in accordance with Section 10 of these Rules and Regulations and the customer is meeting the requirements of the plan. (T)

3) Service will not be terminated for thirty (30) days beyond the termination date if a physician, registered nurse or public health officer certifies in writing that termination of service will aggravate a debilitating illness or infirmity currently suffered by a resident living at the affected premises. The Company may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan in accordance with Section 14 of 807 KAR 5:006. The Company will not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents to the Company a medical certificate certified in writing by a physician, registered nurse or public health officer. For customers presenting certificates under the provisions of 807 KAR 5:006, the Company will negotiate partial payment plans based upon the customer's ability to pay, requiring accounts to become current not later than the following October 15. The plans may include, but are not limited to, budget payment plans and plans that defer payment of a portion of the arrearage until after the end of the heating season through a schedule of unequal payments. (T) (T) (T) (D)

c) The Company will not terminate service for thirty (30) days beyond the termination date if the Kentucky Cabinet for Health and Family Service (or its designee) certifies in writing that the customer is eligible for the Cabinet's Energy Assistance Program or household income is at or below 130 percent of the poverty level, and the customer presents the certificate to the Company. Customers eligible for the certification from the Cabinet for Health and Family Service will have been issued a termination notice between November 1 and March 31. Certificates will be presented to the Company during the initial ten (10) day termination notice period. As a condition of the thirty (30) day extension, the customer shall exhibit good faith in paying his indebtedness by making a present payment in accordance with his ability to do so. In addition, the customer shall agree to a repayment plan in accordance with Section 14 of 807 KAR 5:006 which will permit the customer to become current in the payment of his bill as soon as possible but not later than October 15. The Company will not require a new deposit from a customer to avoid termination of service for a thirty (30) period who presents a certificate to the Company certified by the Cabinet for Health and Family Services (or its designee) that the customer is eligible for the Cabinet's Energy Assistance Program or whose household income is at or below 130 percent of the poverty level. (T) (T)

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Signature of Officer

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12. Winter Hardship Reconnection

a) Notwithstanding the provisions of Section 14(4) of 807 KAR 5:006 to the contrary, the Company will reconnect service to a residential customer who has been disconnected for nonpayment of bills pursuant to Section 15(1)(f) of 807 KAR 5:006 prior to application for reconnection, and who applies for reconnection during the months from November 1 through March 31 if the customer or his agent: (T) (T)

1) Presents a certificate of need from the Cabinet for Health and Family Services (or its designee), including a certificate that a referral for weatherization services has been made in accordance with subsection (c) of this section. (T)

2) Pays one-third (1/3) of his outstanding bill or $200, whichever is less.

3) Agrees to a repayment schedule which would cause the customer to be current in the payment of his bill, as soon as possible but no later than October 15. However, if, at the time of application for reconnection, the customer has an outstanding bill in excess of $600 and agrees to a repayment plan that would pay current charges and makes a good faith reduction in the outstanding bill consistent with his ability to pay, then such plan will be accepted. In addition to payment of current charges, repayment schedules shall provide an option to the customer to select either one (1) payment of arrearages per month or more than one (1) payment of arrearages per month. (T)

4) The Company will not require a new deposit from a customer whose service is reconnected due to paragraphs 1, 2 or 3 of this subsection.

b) A customer who is eligible for energy assistance under the Cabinet for Health and Family Services' guidelines or is certified as being in genuine financial need, which is defined as any household with gross income at or below 130 percent of the poverty level, may obtain a certificate of need from the Cabinet (or its designee) to be used in obtaining a service reconnection from the utility. (T)

c) Customers obtaining a certificate of need under this section will agree to accept referral to and utilize weatherization services which are administered by the Cabinet for Health and Family Services. The provisions and acceptance of weatherization services is contingent on the availability of funds and other program guidelines. Weatherization services include, but are not limited to, weather stripping, insulation, and caulking. (T)

d) Customers who are current in their payment plans under this section will not be disconnected

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13. Request Tests

a) The Company will make a test of any meter upon written request of any customer if the request is not made more frequently than once each twelve (12) months. The customer will be given the opportunity to be present at the requested test. If the test shows that the meter was not more than two (2) percent fast, the Company may make a reasonable charge for the test. The amount of the charge will be equal to the reconnect charge shown on Miscellaneous Charges Rate.

b) After having first obtained a test from the Company, any customer of the Company may request a meter test by the Commission upon written application. Such request shall not be made more frequently on one (1) meter than once each twelve (12) months.

14. Access to Property

The Company shall at all reasonable hours have access to meters, service connections and other property owned by it and located on customer's premises for purposes of installation, maintenance, meter reading, operation, replacement or removal of its property at the time service is to be terminated. Any employee of the Company whose duties require them to enter a customer's premises will wear a distinguishing uniform or other insignia, identifying him as an employee of the Company and show a badge or other identification which will identify him as an employee of the Company.

15. Service Lines

When Company initiates service to a new Residential or Commercial Customer, Company will install, own, operate and maintain the service line at the premises of Residential and Commercial Customers, if such premises are not connected to a Company main by a service line. With respect to Residential and Commercial Customers that occupy premises already connected to a Company main by a service line, Company shall be responsible for operating and maintaining the service line from the main to the meter. The Company will own the service line from the main to the property line while the Customer will own the service line from the property line to the meter ("customer-owned service line"). When the Company determines that replacement of customer-owned service line is necessary, Company shall be responsible for installing and maintaining the service line from the main to the meter and shall thereafter own the service line from the main to the meter. If it becomes necessary for Company to replace a service line, Company shall use its best efforts to replace the line, during normal working hours and as soon as practical, after Company is made aware of the need for the replacement of the service line.

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16. Assignment of Contract

The benefits and obligations of any service application or contract shall begin when the Company commences to supply gas service. It shall insure to and be binding upon the successors and assigns, survivors and executors or administrators, as the case may be, of the original parties thereto, respectively, for the full term thereof. However, no application, agreement or contract for service may be assigned or transferred without the written consent or approval of the Company.

When the gas supply has been disconnected for non-payment of bills or other violation of the Company's Rules and Regulations the service will not be restored at the same location, or connected at another location, for the same or related occupants under a different contract or name when it is evident the change of name is a subterfuge designed to defraud or penalize the Company.

17. Renewal of Contract

If, upon the expiration of any service contract for a specified term, the customer continues to use the service, the contract (unless otherwise provided therein) will be automatically renewed and extended for successive periods of one year each, subject to termination at the end of any year upon thirty (30) days written notice by either Party.

18. Turning Off Gas Service and Restoring Same

The gas service may be turned off at the meter when justified by the customer or his agent or any constituted authorities but no person, unless in the employ of the Company or having permission from the Company, shall turn the gas on or restore service.

19. Special Rules for Customers Serviced from Transmission Mains

In addition to the Standard Rules and Regulations the following special Rules and Regulations shall apply to all customers served directly from a high pressure transmission main which is the property of the Company or one of its suppliers:

a) All service connections to a high pressure transmission line shall be subject to the special requirements, consent and approval of the owner of said line. In case the connection is to a line not the property of the Company, proper approval must be obtained from both the owner and the Company.

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b) An applicant may be required to execute a special form application and service contract or agreement acceptable to both the owner of the transmission line and the Company prior to the time the tap or connection is made. If the transmission line is owned by the Company only the approval and acceptance of the Company is necessary.

c) All meters, regulators, equipment and connections necessary to serve the customer from a high pressure transmission line shall be installed on the customer's premises at or as near the transmission line as is practical.

d) Suitable site or location for the equipment owned by the Company or the owner of the line will be provided and furnished by the customer without any expense to the Company or owner of the line. The Company or owner of the line will have the right of ingress, egress and regress to and from this location at any time without any expense or charges from the customer.

e) The customer's piping extending from the outlet of the meter shall be installed and maintained by the customer at his expense.

f) The customer shall notify the Company promptly of any leaks in the transmission line or equipment, also, of any hazards or damages to same.

g) Customers may be required to send in monthly meter readings to the Company on suitable forms provided by the Company.

20. <u>Owners Consent</u>

In case the customer is not the owner of the premises where service is to be provided, it will be the customer's responsibility to obtain from the property owner or owners the necessary consent to install and maintain in or on said premises all such piping and other equipment as are required or necessary for supplying gas service to the customer whether the piping and equipment be the property of the customer or the Company.

The Company will not require a prospective customer to obtain easements or rights-of-way on property not owned by the prospective customer as a condition for providing service. The cost of obtaining easements or rights-of-way will be included in the total per foot cost of an extension, and will be apportioned according to Section 29 in these Rules and Regulations.

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21. Customer's Equipment and Installation

a) In addition to the customer-owned service line, if any, the customer shall furnish, install and maintain at his expense the necessary piping downstream from the meter, including but not limited to house piping, connections and appliances. It shall also be the responsibility of the customer to install and maintain same in accordance with the requirements and specification of all local, state and national codes and regulations applicable to his specific usage and occupancy.

b) All of the piping, connections and appliances shall be suitable for the purposes thereof and shall be maintained by the customer at his expense at all time in a good, safe and serviceable condition.

c) The Company will inspect the condition of the meter and service connection before making service connections to a new customer so that prior or fraudulent use of the facilities will not be attributed to the new customer. The new customer will be afforded the opportunity to be present at such inspections. The Company will not be required to render service to any customer until any defects in the customer-owned portion of the service facilities have been corrected.

d) The Company will not assume any responsibility and will not be held liable in any way for the making of any periodic inspection of the customer's piping downstream of the meter including but not limited to house piping, connections and appliances, or for the customer's failure to properly and safely install, operate and maintain same.

22. Company's Equipment and Installation

The Company will furnish, install and maintain at its expense the necessary meter, regulator and connections. The Company's equipment will be located at or near the main, service connection, property line, near or in the building, at the discretion or judgment of the Company. Whenever practical, in the judgment of the Company, the location will be as near the supply main as possible and outside of buildings. A suitable site or location for the meter, regulator and connections shall be provided by the customer at no cost to the Company. The title to this equipment shall remain in the Company, with the right to install, operate, maintain and remove same, and no charge shall be made by the customer for use of the premises as occupied or used.

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23. Protection of Company's Property

All meters, piping and other appliances and equipment furnished by or at the expense of the Company, which may at any time be in or on customer's premises shall, unless otherwise expressly provided herein, be and remain the property of the Company. The customer shall protect such property from loss or damage.

24. Customer's Liability

The customer shall assume all responsibility for the gas service in or on the customer's premises, at and from the point of delivery of gas, and for all piping, appliances and equipment used in connection therewith which are not the property of the Company. The customer will protect and save the Company harmless from all claims for injury or damage to persons or property occurring on the customer's premises or at and from the point of delivery of gas occasioned by such gas or gas service and equipment, except where said injury or damage will be shown to have been caused solely by the negligence of the Company.

25. Notice of Escaping Gas or Unsafe Conditions

Immediate notice must be given by the customer to the Company if any escaping gas or unsafe conditions are detected or any defects or improper installations are discovered in piping and equipment of either the Company or the customer which are on the customer's premises.

No flames or lights are to be taken near any escape of gas and the gas must be shut-off at the meter cock or valve until the hazard is eliminated and the gas service is not to be turned on again except by a Company employee.

The Company will not be responsible or assume any liability for any injury, loss or damage which may arise from the carelessness or negligence of the customer or his agent or representatives.

26. Special Provisions – Large Volume Customers

Industrial, Commercial or other customers using large volumes of gas on a varying basis shall install and maintain at their expense adequate piping and suitable regulating and control equipment to provide reasonable and practical limitation of intermittence or fluctuation in the pressure, volume or flow of gas. The customer shall so regulate and control their operations and use of gas so as not to interfere with gas service being furnished to them or to any other customers, or with the proper and accurate metering of gas at their or any other location.

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27. Exclusive Service

Except in cases where the customer has a special contract with the Company for reserve or auxiliary service, no other fuel service shall be used by the customer on the same installation in conjunction with the Company's service connection, either by means of valves or any other connection.

The customer shall not sell the gas purchased from the Company to any other customer, company, or person. The customer shall not deliver gas purchased from the Company to any connection wherein said gas is to be used off of customer's premises or by persons over whom customer has no control.

28. Point of Delivery Gas

The point of delivery of gas supplied by the Company shall be at the point where the gas passes from the pipes of the Company's service connection into the customer-owned service line, if any, or the outlet of the meter, whichever is nearest the delivery main of the Company.

29. Distribution Main Extensions

a) The Company will extend an existing distribution main up to one hundred (100) feet for each single customer provided the following criteria is met:

1) The existing main is of sufficient capacity to properly supply the additional customer(s);

2) Provided that the customer(s) contracts to use gas on a continuous basis for one (1) year or more; and,

3) Provided the potential consumption and revenue will be of such amount and permanence as to warrant the capital expenditures involved to make the investment economically feasible.

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b) Whenever an extension exceeds one hundred (100) feet per customer, the Company will enter into an agreement with the customer(s) or subscriber(s). The agreement will provide for the extension on a cost per foot basis with the additional amount to be deposited with the Company by the customer(s) or subscriber(s). The agreement will contain provisions for a proportionate and equitable refund in the event other customers are connected to the extension within a ten (10) year period. Refunds shall be made only after the customer(s) has used gas service for a minimum continuous period of one (1) year. The Company reserves the right to determine the length of the extension, to specify the pipe size and location of the extension, and to construct the extension in accordance with its standard practices. Title to all extensions covered by agreements shall be and remain in the Company and in no case shall the amount of any refunds exceed the original deposit. Any further or lateral extension shall be treated as a new and separate extension.

c) Nothing contained herein shall be construed as to prohibit the Company from making at its expense greater extensions to its distribution mains or the granting of more favorable and/or different terms in addition to those herein prescribed should its judgment so dictate, provided like extensions are made for other customers or subscribers under similar conditions.

30. Service Line Extensions

When the length of a service line is 100 feet or less, and the customer has agreed to use natural gas as its major source of energy, Company will assess no charge for the service line installation. A customer's major source of energy is defined as its primary energy source for heating the premises. If the Customer will not be using natural gas as its major energy source, the Customer may be required to contribute a portion of the cost of the service line in the form of a contribution in aid of construction. This amount will vary depending upon the installed appliances but will not exceed the Company's annual average cost of a service line. When the length of a service line exceeds the 100 feet, Company may require Customer to contribute toward the cost of the service line installation an amount equal to the estimated cost per foot for each lineal foot of service line beyond the 100 feet.

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31. Municipal Franchise Fees

As to service within any county, city, town, urban county or other taxing district (herein referred to as the "franchise area") with respect to which the Company is required to pay to the county, city, town, urban county or other taxing district franchise fees or other payments made in consideration for the Company's use of public streets, properties and rights-of-way located within the applicable franchise area (herein collectively referred to as "franchise fees") based in any manner on a percentage of the amount of revenues received by the Company from service in such area, such franchise fees shall be recovered from the customers receiving service in that franchise area in accordance with provisions of this Section 31.

The charge to customers for the franchise fees shall be determined by multiplying the applicable franchise fee percentage times the customer's bill as otherwise determined under the Company's applicable tariff rate. The charge shall be added to each customer billing for all applicable classes of service in the franchise area. The amount of this charge shall be listed as a separate item on each customer's bill, shall show the amount of the charge and shall designate the unit of government to which the payment is due.

32. Continuous or Uniform Service

The Company will endeavor to supply gas continuously and without interruption, however, the Company shall not be responsible in damages or otherwise for any failure to supply gas or for any interruptions of the supply when such a failure is without willful fault or neglect on its part.

The Company cannot and does not guarantee either a sufficient or an adequate supply, or uniform pressure of the gas supplied. The Company shall not be liable for any damage or loss resulting from inadequate or interrupted supply or from any pressure variations when such conditions are not due to willful fault or neglect on its part.

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33. Measurement Base

The rates of the Company are based upon gas delivered to the customer on a basis of four (4) ounces per square inch above an assumed atmospheric pressure of fourteen and four tenths (14.4) pounds per square inch, or fourteen and sixty-five hundredths (14.65) pounds per square inch absolute pressure, at an assumed temperature of sixty (60) degrees Fahrenheit. However, the Company reserves the right to correct as necessary the actual temperature to sixty (60) degrees Fahrenheit basis. All gas measured at pressures higher than the standard pressure for low pressure distribution systems shall be corrected to a pressure base of fourteen and sixty-five hundredths (14.65) pounds per square inch absolute.

34. Character of Service

The Company will normally supply natural gas having a heating value of approximately one thousand (1,000) Btu per cubic foot and specific gravity of approximately six tenths (0.6). However, when it is necessary to supplement the supply of natural gas the Company reserves the right, at its discretion, to supply an interchangeable mixture of vaporized liquefied petroleum gas and air, or a combination of same with natural gas.

35. Curtailment Order

In cases of impairment of gas supply or distribution system capacity, or partial or total interruptions and when it appears that the Company is, or will be, unable to supply the requirements of all of its customers in any system or segment thereof, the Company shall curtail gas service to its customers in the manner set forth below.

a) Definitions:
Residential – Service to customers for residential purposes including housing complexes and apartments.

Commercial – Service to customers engaged primarily in the sale of goods or services including institutions and local and federal agencies for uses other than those involving manufacturing.

Industrial – Service to customers engaged primarily in a process which creates or changes raw or unfinished materials into another form or product, including the generation of electric power for sale.

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b) Priorities of Curtailment:

Sales Service

The Company may curtail or discontinue sales service in whole or in part on a daily, monthly or seasonal basis in any purchase zone in accordance with the following priorities, starting with Priority 8 and proceeding in descending numerical order.

High Priority

Priority 1. Residential and services essential to the public health where no alternate fuel exists (Rate G-1).

Priority 2. Small commercials less than 50 Mcf per day (Rate G-1).

Priority 3. Large commercials over 50 Mcf per day not included under lower priorities (Rates G-1).

Priority 4. Industrials served under Rate G-1.

Low Priority

Priority 5. Customers served under Rates G-2 other than boilers included in Priority 6.

Priority 6. Boiler loads shall be curtailed in the following order (Rates G-2).

A – Boilers over 3,000 Mcf per day.
B – Boilers between 1,500 Mcf and 3,000 Mcf per day.
C – Boilers between 300 Mcf and 1,500 Mcf per day.

Priority 7. Imbalance sales service under Rate T-3 and Rate T-4.

Priority 8. Flex sales transactions.

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Signature of Officer

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The Company and a customer may agree, by contract, to a lower curtailment priority than would otherwise apply under the foregoing curtailment sequence.

If the gas supply is inadequate to fulfill only the partial requirements of a priority category then curtailment to customers in that category will be administered on a continuing basis.

Transportation Service

Transportation services will be curtailed under the following conditions:

1 – Due to capacity constraints on the Company's system.
2 – Due to capacity constraints on the transporter's system.
3 – During temporary gas supply emergency on the Company's system.
4 –When the Company is unable to confirm that the customer's gas supply is actually being delivered to the system.

a) Charge for Unauthorized Overruns (T)

In the event a customer fails in part or in whole to comply with a Company Curtailment Order either as to time or volume of gas used or uses a greater quantity of gas than its allowed volume under terms of the Curtailment Order, the Company may, at its sole discretion, apply a rate of up to $15.00 per Mcf. (D)

In addition to other tariff provisions, the customer shall be responsible for any charge(s) assessed by the interstate pipeline(s) or suppliers resulting from the customer's failure to comply with terms of a Company Curtailment Order. (D)

The payment of these charges shall not be considered as giving any customer the right to take unauthorized volumes of gas, nor shall such charges be considered as a substitute for any other remedy available to the Company (T) (D)

b) Discontinuance of Service

The Company shall have the right, after reasonable notice to discontinue the gas supply of any customer that fails to comply with a valid curtailment order

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36. General Rules

No agent, representative or employee of the Company has the authority to make any promise, agreement or representation, not incorporated in or provided for by the Rules and Regulations of the Public Service Commission of Kentucky or of this Company. Neither, has any agent, representative or employee of the Company any right or power to amend, modify, alter or waive any of the said Rules and Regulations, except as herein provided. (T)

The Company reserves the right to amend or modify its Rules and the Regulations or to adopt such additional Rules and Regulations as the Company deems necessary in the proper conduct of its business, subject to the approval of the Public Service Commission of Kentucky.

These Rules and Regulations or Terms and Conditions of Service replace and supersede all previous Rules and Regulations or Terms and Conditions under which the Company has previously supplied gas service.

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