

**ATMOS ENERGY CORPORATION**

(NAME OF UTILITY)

**Rules and Regulations**

- 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.
- 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 contractor or licensed 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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- 6) Company may terminate service at the Point of Delivery, defined herein, 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.

- 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 Company may terminate service to a customer when directed to do so by governmental authority. (N)

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9) 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. (T)

10) 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. (T)

When service has been refused or terminated for any of the above reasons, the Company shall not be responsible for any damage that may result therefrom. Termination or refusal of service shall be in addition to, and not in lieu of, any other rights or remedies available to the Company. (N)

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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. Any animals which may hinder performance of such operations on the customer’s property shall be kept away from such operations by the customer upon notice by Company representatives of their intention to enter upon customer’s premises.

**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 only by the Company or by Company's qualified contractors. (N)  
No person, including the customer and the customer's agents or representatives, unless in the employ of (N)  
the Company or having permission from the Company, shall turn the gas on or restore service. In the event (N)  
of the escape of gas, customer should leave the area immediately and from a safe distance immediately call (N)  
911 emergency services and notify the Company. The Company shall not be liable for any damage or loss (N)  
caused by the escape of gas from the customer's pipelines, connections, equipment, appliances, or other (N)  
facilities or devices. (N)

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**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. Notice to the Company of Changes in Customer's Load**

(N)

The service pipes, meters, and appurtenances supplied by the Company for the rendition of gas service to its customers have a definite capacity. In the event that the customer contemplates any material increase in the customer's connected load, whether in a single increment or over an extended period, the customer shall immediately give the Company written notice of this fact so as to enable the Company to enlarge the capacity of such equipment. In case of failure to give such notice, the customer may be held liable for any damage done to meters, regulators, or other equipment of the Company caused by such material increase in the customer's connected load.

(N)  
(N)  
(N)  
(N)  
(N)  
(N)  
(N)

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**21. Owners Consent**

(T)

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 34 in these Rules and Regulations.

(T)

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**22. Customer’s Equipment and Installation**

- a) In addition to the customer-owned service line, if any, the customer shall, and shall have the responsibility to, furnish, install and maintain at his expense the necessary piping downstream from Point of Delivery, as defined in section 32 below, including but not limited to customer house piping, equipment, connections, appliances, and methane or carbon monoxide detectors and same shall be installed in accordance with the requirements and specifications of “Installation of Gas Piping and Gas Equipment” as compiled and approved by the American National Standards Institute, the National Board of Fire Underwriters, the American Gas Association and other similar bodies, which is now contained in the National Fuel Gas Code and any revisions thereof which are herewith incorporated by reference as part of the Company’s Rules and Regulations when applicable and when not in conflict with the requirements of the constituted authorities. 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, including NFPA 54, and regulations applicable to their specific usage and occupancy as well as the manufacturer’s guidelines. The Company shall have no duty or responsibility for determining whether the customer’s piping and equipment downstream of the meter’s Point of Delivery, including but not limited to house piping, equipment, connections, appliances, and methane or carbon monoxide detectors, comply with applicable fuel gas or other relevant codes, laws, or regulations. (T)
- b) All of the customer’s piping, equipment, connections and appliances shall be suitable for the purposes thereof and shall be maintained by the customer at his expense at all times in a good, safe, and serviceable condition. (T)
- 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. (T)

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(N)

d) The Company does not assume any responsibility, shall not be deemed to have assumed 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 Point of Delivery including but not limited to house piping, connections, equipment and appliances, or for the customer's failure to properly and safely install, operate and maintain same. (T)

e) The Company shall have no duty, obligation, or responsibility for inspecting the performance of, location of, or maintenance of the customer's methane detectors and/or carbon monoxide detectors or other similar technologies. (N)

f) The Company shall have no duty, obligation, or responsibility for notifying the customer of technology or technological advances associated with the customer's piping, equipment, connections, appliances, or methane or carbon monoxide detectors. (N)

**23. Company's Equipment and Installation**

(T)

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, or property line, near or in the building, at the sole 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 at all times 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. (T)

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**24. Permits and Easements**

(N)

The customer shall obtain or cause to be obtained all permits, easements, or certificates, except street permits, necessary to give the Company or its agents access to the customer’s premises and equipment and to enable its service to be connected therewith.

(N)  
(N)  
(N)

**25. Protection of Company’s Property**

(T)

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. No one who is not an employee or agent of the Company shall be permitted to remove, damage, or tamper with the same. The customer shall execute a reasonable form of easement agreement, if requested by the Company.

(N)  
(N)  
(N)

**26. Customer’s Liability**

(T)

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.

(T)  
(T)  
(T)

**27. Company’s Liability**

(N)

In no event shall the Company have any liability to the customer or any other party affected by the gas service to the customer for any consequential, indirect, incidental, special, or punitive damages, and such limitation of liability shall apply regardless of claim or theory. In addition, to the extent that the Company acts within its rights set forth herein and/or any applicable law or regulation, the Company shall have no liability of any kind to the customer or any other party. In the event that the customer’s use of the Company’s service causes damage to the Company’s property or injuries to persons, the customer shall be responsible for such damage or injury and shall indemnify, defend, and hold the Company harmless from any and all such suits, claims, losses, and expenses associated therewith.

(N)  
(N)  
(N)  
(N)  
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(N)

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**28. Company Not Liable for Interruptions**

The Company will exercise reasonable care and diligence in an endeavor to supply gas service continuously and without interruption, except as provided in the terms of certain rate schedules; however, the Company does not guarantee continuous service and shall not be liable for any loss or damage resulting from interruption, reduction, delay or failure of gas service not caused by the willful negligence of the Company, or resulting from any cause or circumstances beyond the reasonable control of the Company.

**29. Company Not Liable for Damage on Customer's Premises**

The Company is merely a supplier of gas service delivered at the Company's property line, and shall not be liable for and shall be protected and held harmless for any injury or damage to persons or property of the customer or of third parties resulting from the presence, use, or abuse of gas on the customer's premises or resulting from defects in or accidents to any of the customer's piping (including housepiping), equipment, apparatus, or appliances, or resulting from any cause whatsoever other than the negligence of the Company.

**30. 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.

**31. 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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**32. Exclusive Service**

(T)

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.

**33. Point of Delivery Gas**

(T)

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.

If the service line is owned by the customer, 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's service line, irrespective of the location of the metering and regulation equipment.

If the service line is owned by the Company, the point of delivery of gas supplied by the Company shall be at the point where the gas passes from the outlet side of the meter to the customer's yard line or house piping.

**34. Distribution Main Extensions**

(T)

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.

**35. 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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**36. Municipal Franchise Fees**

(T)

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.

**37. Continuous or Uniform Service**

(T)

The Company will endeavor to supply gas continuously and without interruption. However, the Company shall not be responsible or in any way liable for damages, losses, or otherwise for or related to any failure to supply gas or for any interruptions of the supply when such a failure is without willful fault or neglect on the Company’s 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 or responsible for any damage or loss resulting from or related to inadequate or interrupted supply or from or related to any pressure variations when such conditions are not due to willful fault or neglect on the Company’s part.

(T)  
(T)  
(T)  
(T)

(T)  
(T)  
(T)

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**38. Measurement Base**

(T)

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.

**39. Character of Service**

(T)

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.

**40. Curtaiment Order**

(T)

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. The Company shall not be liable for any loss, cost, damage, injury, or expense that may be sustained by a customer by reason of partial or complete curtailment, interruption, or discontinuance of gas service.

(N)

(N)

(N)

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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ISSUED BY /s/ Brannon C. Taylor  
Signature of Officer

TITLE Vice President – Rates and Regulatory Affairs



**ATMOS ENERGY CORPORATION**  
(NAME OF UTILITY)

**Rules and Regulations**

**41. OFO Orders**

(T)

Company shall have the right to issue an Operational Flow Order (“OFO”) which will require actions by Customer to alleviate conditions that, in the sole judgment of Company, jeopardize the operational integrity of Company's system. Customer shall be responsible for complying with the directives contained in the OFO.

Notice of an OFO shall be provided to Customer at least twenty-four (24) hours prior to the beginning of the gas day for which the OFO is in effect and shall include information related to the OFO.

Customer shall respond to an OFO by adjusting its deliveries to Company's system as directed in the OFO within the specified timeframe. If Customer is buying gas from a marketer, it is the responsibility of the marketer, not Company, to convey OFOs to Customers it sells to. Upon issuance of an OFO, Company will direct Customer to comply with one of the following conditions: (1) Customer must take delivery of an amount of natural gas from Company that is no more than the daily amount being delivered by the Pipeline Transporter to Company for Customer; or (2) Customer must take delivery of an amount of natural gas from Company that is no less than the daily amount being delivered by the Pipeline Transporter to Company for Customer. Customer shall respond to an OFO by either adjusting its deliveries to Company's system or its consumption at its facility. All volumes taken by Customer in excess of volumes delivered by Pipeline Transporter to Company for Customer in violation of the above “condition (1)” OFO shall constitute an unauthorized receipt by Customer from Company. All volumes taken by Customer less than volumes delivered by Pipeline Transporter to Company for Customer in violation of the above “condition (2)” OFO shall constitute an unauthorized delivery by Customer to Company. Unauthorized receipts or deliveries during the effectiveness of an OFO shall be subject to an OFO Charge per Mcf for each Mcf of unauthorized receipts or deliveries, as applicable. Customer shall be subject to the OFO Charge on the day for which the OFO was violated, plus any other charges under this rate schedule for such unauthorized receipts or deliveries that occur.

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