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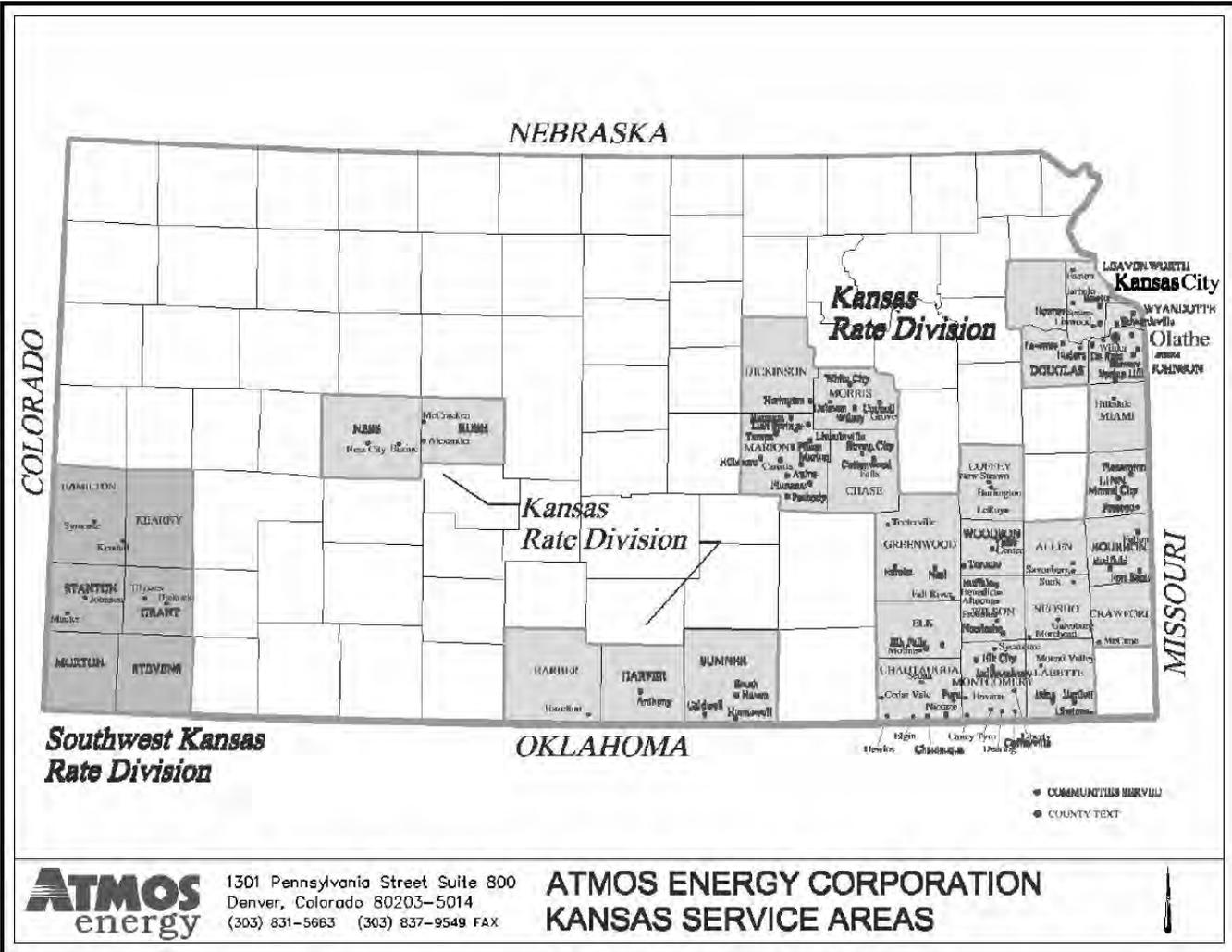
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ATMOS
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SCHEDULE I - RULES AND REGULATIONS

These Rules and Regulations are part of the Natural Gas Service Agreement between the Company and the Customer. Promulgated in compliance with Chapter 66 of the Kansas Statutes Annotated and lawful orders of The State Corporation Commission of the State of Kansas, they have the force and effect of law. They are subject to change from time to time, and upon filing with The State Corporation Commission of the State of Kansas, becoming effective and binding as a matter of law without any further notice. There is intended to be no inconsistency between these Rules and Regulations and more specific provisions in the Rate Schedules. If there should appear to be any such inconsistency, the more specific provisions in the Rate Schedules shall prevail. Copies of these Rules and Regulations may be reviewed or obtained by any Customer of the Company at the Company's principal place of business or the Atmos Energy web site at <http://www.atmosenergy.com/about/tariffs.html/>, or at the State Corporation Commission of the State of Kansas where they have been filed of record.

SECTION 1 - DEFINITIONS

In addition to the usual meaning, all words or terms used in these General Terms and Conditions, Schedule of Service Fees, Schedule of Customer Advances for Construction of Mains and Company Service Lines (jointly referred to as the "Company Rules and Regulations") and the Rate Schedules are intended to have the meanings regularly ascribed to them by the natural gas industry. The following terms, unless otherwise indicated therein, shall have the specific meaning given below:

A. COMPANY

Atmos Energy Corporation, with its regional office located at 1301 Pennsylvania Street, Suite 800, Denver, Colorado 80203, (telephone (303-861-8080)), furnishes natural gas service under these Rules and Regulations.

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B. CUSTOMER

Any person, partnership, association, firm, public or private corporation, or governmental agency applying for or using natural gas service supplied by the Company.

C. COMMISSION

The State Corporation Commission of the State of Kansas, 1500 Southwest Arrowhead Road, Topeka, Kansas 66604, or any successor of such Commission having jurisdiction over the Company's rates and service policies.

D. NATURAL GAS SERVICE

The sale, delivery, and providing natural gas by the Company to the Customer in accordance with and established by, (a) Company applicable rate schedules, (b) the Company Rules and Regulations in effect and on file with the Commission and, (c) the Commission applicable orders.

E. TRANSPORTATION SERVICE OR TRANSPORTATION

The receipt, transportation, and delivery of natural gas by the Company on behalf of the Customer in accordance with and established by (a) Company applicable rate schedules, (b) the Company Rules and Regulations in effect and on file with the Commission and, (c) the Commission applicable orders.

F. MAIN

The pipeline and its related facilities owned, operated and maintained by the Company, required to transport natural gas to the point of connection with the Company Service Line.

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G. COMPANY SERVICE LINE

All pipe, valves and fittings from the point of connection at the Main up to and including the stop-cock on the riser.

H. METER AND/OR REGULATOR ("METER")

The meter and/or regulator used in measuring and regulating natural gas delivered to a Customer at a single point of delivery.

I. METER INSTALLATION AND/OR REGULATOR INSTALLATION ("METER INSTALLATION")

Labor and material used, and expenses incurred in connection with the installation of a Meter.

J. POINT OF DELIVERY

At the meter unless otherwise defined in the Natural Gas Service Agreement.

K. RESIDENTIAL CUSTOMER OR RESIDENTIAL USE

A Customer applying for or using Gas Service at a family dwelling unit.

L. CUSTOMER YARD LINE

The line from Point of Delivery to the Customer's building wall.

M. COMMERCIAL CUSTOMER OR COMMERCIAL USE

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1. A Customer applying for or using Gas Service other than at a family dwelling unit and not for industrial use in an establishment whose main function is of a non-manufacturing and non-mining character, and where the actual major utilization of gas is for purposes other than the process which creates or changes a raw material or unfinished material into another form or product. Such establishment shall include those engaged in wholesale and retail trade, professional services and miscellaneous business services; hotels, motels and other lodging places; clubs; apartment houses; commercial office buildings; warehouses; theaters and auditoriums; water pumping plants; laundries; greenhouses; irrigation pumping installation; public buildings; universities; colleges and schools; hospitals; institutions for the care or detention of persons; airfields; military and naval posts; and other similar establishment. Notwithstanding any of the above, gas used in any establishment where the major utilization is for space heating purposes shall be considered "Commercial Use".

2. For purposes of these rules the distinction between Small and Large Commercial Customers is governed by the use or expected use of less than or greater than 50 Mcf average monthly consumption.

N. INDUSTRIAL CUSTOMER OR INDUSTRIAL USE

A customer applying for or using Gas Service in an establishment wherein the actual utilization of gas is in a process which creates or changes raw or unfinished material into another form or product. Such establishments shall include those engaged in the production of ordinance and accessories, food and kindred products; tobacco products; textile mill products; apparel and other finished products made from fabrics and similar materials; lumber and wood products; furniture and fixtures; paper and allied products; chemicals and allied products; printing, publishing and allied products; petroleum and coal products; rubber products; leather and leather products; stone, clay and glass products; primary metals; fabricated metal products; machinery, electrical machinery, equipment and supplies; transportation equipment; instruments; miscellaneous manufactured products; coal, oil, gas

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electric power and ice; establishments engaged in mining and quarrying; establishments engaged in the overhaul and repair of transportation and other equipment; and other similar establishments. Notwithstanding any of the above, gas used in any establishment where the major utilization is for space heating purposes shall not be considered as "Industrial Use".

O. SHIPPER

A customer applying for or receiving transportation service under one or more of the Company's transportation rate schedules.

SECTION 2 - APPLICATION FOR SERVICE

A. APPLICATION BY CUSTOMER

1. Application for natural gas service shall be made by contacting our Customer Support Center by telephone (1.888.286.6700) or via the internet at our web site at www.atmosenergy.com by Customer to Company and upon acceptance of such application the Company shall as promptly as practicable supply the Customer with Gas Service. The Company may require a separate application for each class of service at the same or at each separate location.

2. Each contract or agreement for Gas Service shall continue in full force and effect during its term or until terminated or discontinued under the terms of the agreement or as otherwise provided elsewhere in these rules and regulations.

B. ADDITIONAL PROVISIONS

1. Natural gas service will be supplied to the Customer under the Company's applicable Rate Schedules, all Rules and Regulations in effect and on file with the Commission, the Commission's applicable General Orders and any special Contract or Agreement with the Customer. The taking of natural gas service by a

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Customer will constitute acceptance of, and an agreement to be bound by, all such provisions.

2. Upon request, the Customer shall furnish Company sufficient information relative to the size and characteristics of the load, the location of the premises to be served, any information needed by the Company to designate the class or classes of Gas Service to be supplied and any other information deemed appropriate by the Company to supplying the requested service.

C. RATES

Rates for Gas Service shall be those as filed by the Company with the Commission. They shall be subject to change as provided by law. Copies of the Rate Schedules currently in effect will be supplied at the customer's request by calling 1.888.286.6700, or obtained from the Atmos Energy web site at <http://www.atmosenergy.com/about/tariffs.html/>, or can be reviewed at the Commission where they have been filed of record.

D. TEMPORARY SERVICE

1. Additional Charge

Temporary service shall be supplied in accordance with the applicable Rate Schedule for the type of Service to be supplied, except that there shall be additional charges paid in advance before Service is established in accordance with a. and b. below:

a. An amount equal to the Company's estimated cost in labor, vehicle, overhead and non-salvageable material for both installation and removal of the temporary service, but in no event less than the Temporary Service Fee as filed in the Schedule of Service Fees, plus;

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b. A security deposit or deposits, if required and in accordance with these Rules and Regulations.

2. Refund to Customer

Upon removal of the temporary service, all charges in excess of the Temporary Service Fee or the actual cost of providing facilities to supply the Service, whichever is the greater, shall be refunded to the Customer after all bills for Gas Service have been paid.

3. Meter and Service Line Facilities

The cost of constructing the Company Service Line and other necessary appurtenances may be paid to the Company by the Customer in advance of construction pursuant to Section III and may be non-refundable, except as otherwise provided in Schedule I, Section 7.

E. CHANGE IN OCCUPANCY

When a change in occupancy is to take place on any premises supplied with Natural Gas Service by the Company, the outgoing Customer shall give written notice at the Company's office not less than two (2) days prior to the date of change (Saturday, Sunday and Legal Holidays not included). If the Company permits an oral notification to connect or disconnect, a record or log thereof is made including a unique number, the name of the customer and the name or employee number of the Company employee accepting such notification. The record or log shall be retained for not less than four months. The outgoing Customer will be held responsible for payment of all Natural Gas Service recorded by the Meter until the requested time of termination. If no such notice is given, the outgoing Customer will be held responsible for Natural Gas Service recording during the time in which the account continues to

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be in the Customer's name as shown by the records of the Company. The Customer shall not by such notice be relieved of any obligations already accrued by the taking of Gas Service.

F. RE-SELLING OR REDISTRIBUTING OF SERVICE

The Natural Gas Service provided is for the sole use of the Customer and the Customer shall not sell, share, or re-deliver Natural Gas Service to any person, except where specifically provided by applicable Rate Schedule or special contract. Any infraction of this rule shall be sufficient cause for immediate discontinuance of service, as provided in Schedule I, Section 5 herein.

G. PARTIAL SERVICE

Any Customer applying for or receiving Gas Service and which also obtains a portion of the Customer's natural gas requirements from a source other than the Company, including natural gas produced by the Customer, shall at its own expense install and maintain at the Point of Delivery in a manner acceptable to the Company, adequate valves, switches, and other equipment to assure the Gas Service provided by the Company will not occur simultaneously with delivery of natural gas to Customer from any such other source and that the natural gas delivered by the Company will not be commingled with the natural gas received from the other source.

SECTION 3 - CREDIT AND SECURITY DEPOSIT REGULATIONS

A. ESTABLISHMENT AND MAINTENANCE OF CREDIT

1. Credit Information

The Customer may be required to provide credit information to the Company

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before Service is made available. The credit information will be requested and provided on a credit information form. The Company may request positive identification (defined as photo with name) from residential customers. If positive identification is not immediately available, a customer providing a full deposit should have at least two (2) months to secure positive identification and up to two (2) additional months if payments are kept current. A commensurate equal period shall be allowed for less than full deposit.

2. Security Deposit Required

A. The Company may at the time of application for Service require a security deposit to guarantee payment of bills for Natural Gas Service rendered if:

- 1) The Company establishes that the Customer has an unsatisfactory credit rating or has an insufficient prior credit history upon which a credit rating may be based.
- 2) The Customer has outstanding, with any utility, an undisputed and unpaid service account which accrued within the last five (5) years, if the service agreement was signed, or three (3) years if service was provided under an oral agreement.
- 3) The Customer has interfered with or diverted or used in an unauthorized manner (meter bypass) the service of any utility within the last (5) years.

B. The Company may at any time after application of service, upon five (5) days written notice, require a deposit to guarantee payments of bills for utility service rendered if:

- 1) The Customer has outstanding, with any utility, an undisputed and unpaid service account which accrued within the last five (5) years, if the service agreement was signed, or three (3) years if service was provided under an oral agreement.
- 2) The Customer has interfered with or diverted or used in an unauthorized manner (meter bypass) the service of any utility within the last (5) years.
- 3) The Customer fails to pay an undisputed bill before the delinquency date for three (3) consecutive billing periods, and at least one (1) of those three (3) bills is sixty (60) or more days in arrears.

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C. No deposit shall be required because of a Customer's race, sex, creed, national origin, marital status, age, number of dependents, source of income or geographical area of residence.

3. Guaranty or Surety Bond

a. In lieu of the cash security deposit, the Company shall accept the written guarantee of any of its residential customers with no deposit on file or may accept the written guarantee of a responsible party as surety for the Customer's Gas Service account. The Company shall not hold the guarantor liable for sums in excess of the maximum amount of the required cash deposit or for attorney or collection fees. The guarantor shall be released upon payment by a Residential Customer of all undisputed proper charges for Gas Service during the period of twelve (12) consecutive months during which no less than nine (9) payments have been non-delinquent and no undisputed utility bill has been more than thirty (30) days delinquent or upon termination of Gas Service, payment of utility bills and return of the Company's Meter and other facilities used to service the Customer being returned in an undamaged condition.

b. In the event the guarantor becomes liable to the Company as surety for the account of another, and is a Customer of the Company, the guarantor may pay the guaranteed amount by equal monthly installments over the same number of months that would have been allowed for payment of the original deposit.

B. CALCULATION AND PAYMENT OF SECURITY DEPOSIT OR SURETY BOND

1. For Residential and Small Commercial Customers, the amount of the

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cash security deposit, surety bond, letter of credit or guarantee required shall not exceed the amount of that customer's projected average of two (2) months' bills. The Customer shall be informed of and the Company shall permit payment of any required Residential or Small Commercial Customer's deposit in equal installments over a period of at least four (4) months or six (6) months in cases where the deposit is increased due to a documented meter bypass.

2. For Large Commercial Customers and Industrial Customers, the cash deposit, surety bond, letter of credit or guarantee shall not exceed the amount of that customer's projected largest two (2) months' bills. The security deposit of Commercial and Industrial Customers shall be payable in full upon notice as provided in Schedule I, Section 3, A. 2.

3. If a customer has been documented to be diverting service (meter bypass), an additional deposit based on one (1) month's use may be assessed.

4. For establishing security deposits and projecting monthly bills, the Company will consider the length of time the Customer can reasonably be expected to take service, past consumption patterns, end use of Service and consumption patterns of similar Customers. The amount of the security deposit may be adjusted if the character or volume of the Customer's Service should change.

5. Security deposit shall be non-transferable from one Customer to another; however, upon termination of the Customer's service at the service address the Company may transfer the security deposit to the Customer's new active account. Disconnection for non-payment of the security deposit shall be governed by Schedule I, Section 5, A. 1. of these Rules and Regulations.

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C. SECURITY DEPOSIT RECEIPTS

1. The Company shall maintain a record of all security deposits received from Customers showing the name of each Customer, the address of the premises for which the security deposit is maintained, the date and the amount of the deposit, the date and amount of interest paid.

2. When the Company accepts a security deposit, a non-assignable receipt will be issued to the Customer containing the following minimum information:

- a. Name of Customer.
- b. Place of deposit.
- c. Date of deposit.
- d. Amount of deposit.
- e. Company name and address, signature and title of the Company employee receiving the deposit.
- f. Current annual interest rate earned on the deposit.
- g. Statement of the terms and conditions governing use, retention and return of deposits, to include a statement that deposits collected from Residential Customers shall be either credited, with simple interest, to their bills or, if requested, refunded, after the Customer has paid nine (9) of the last twelve (12) bills on time and no undisputed bill was unpaid after thirty (30) days beyond due date. Deposits collected from Commercial Customers of under \$5,000 shall be returned after 36 months of on-time payment. The

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payments need not be consecutive. Non-residential deposits of \$5,000 or more shall be retained until termination of service. However, in lieu of a receipt, the Company may indicate on the Customer's bill the amount of any security deposit retained by the Company, provided that the information required by paragraphs c., e. and f. of this Section is otherwise individually given in writing to the Customer. In all cases, a receipt shall be given the Customer upon request.

D. REFUND OF SECURITY DEPOSIT

1. Upon termination of service, if the security deposit is not to be transferred, the Customer's deposit including simple interest at a rate not less than that provided by K.S.A. 12-822 and amendments thereto and as established by the Commission will be refunded less any unpaid service bills; provided that Customer has paid all bills due the Company; and has allowed the Company to remove its meters and equipment in an undamaged condition.

2. Security deposits received from Residential Customers who make payments of undisputed bills for Natural Gas Service for a period of twelve (12) consecutive months, no more than three (3) of which have been non-delinquent and none of which are more than thirty (30) days delinquent, will be refunded or credited to the Customers' bills with simple interest at a rate not less than that provided by K.S.A. 12-822 as amendments thereto and as established by the Commission. Deposits received from Commercial Customers of less than \$5,000 shall be credited to the Customer or refunded after thirty-six (36) months of on time payments. Payments need not be consecutive. The Company is not required to refund or credit security deposits of Commercial or Industrial Customers of \$5,000, or more. A deposit need not be returned until all undisputed amounts are paid.

E. SECURITY DEPOSIT NOT A WAIVER

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The fact a security deposit or guarantee has been made shall in no way relieve the Customer from complying with the Company's Rules and Regulations pertaining to payment of bills, nor shall it constitute a waiver or modification of the regular practices of the Company providing for disconnection of service for non-payment of sums due the Company for service rendered.

F. ANNUAL CREDITING OF INTEREST

Accrued interest on security deposits shall be credited to the Customer's bill or refunded at least once a year.

SECTION 4 - BILLING AND PAYMENT

A. PAYMENT OF BILLS

All bills for Gas Service are due and payable upon receipt. Normally bills will be sent by mail; however, the non-receipt of a bill by a Customer shall not release or diminish the obligation of the Customer with respect to the full payment thereof, including penalties and interest, if any.

B. CONTENTS OF BILL

1. The Company will normally bill each Customer each billing period in accordance with its applicable Rate Schedules. Billings may be issued on a monthly, self-billing, turn-around, or other basis. Each Service bill issued to a Customer will show:

a. the beginning and ending meter registration for the reading period, except that an estimated billing shall disclose that it is based on estimated usage; and the word "ESTIMATED" will be shown on the bill

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- b. the date of the meter reading and the date of the bill;
- c. the final date on which a payment can be received before a delinquency charge is imposed;
- d. the actual or estimated usage during the billing period;
- e. the amount due for prompt payment and the amount due after delinquency in payment;
- f. The purchase gas cost adjustment in dollars per one-hundred cubic feet (\$ Ccf) or, in cents per one-thousand cubic feet (\$ Mcf) and the total amount of the adjustment due;
- g. the amount of additional charges due for past due accounts, security deposits, collection, connection or disconnection charges, installment payments, and other utility charges authorized by the Commission;
- h. the total amount due for the current billing period;
- i. the amount due for franchise fees and sales taxes and research and development surcharges;
- j. the telephone number of the Company, where a Customer may report a disputed bill, make an inquiry concerning the bill, delinquency or termination of service or otherwise express a concern.

2. The Company may include on the bill for Gas Services other charges for special services designated clearly and separately. If the Customer makes a partial payment for the total bill, the Company shall credit payment: a) first to the balance

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outstanding for Gas Service beginning with the oldest Gas Service debt; b) then to additional charges; and, c) then to special charges.

3. If the Customer is paying under the Levelized Budget Billing Plan or the Modified Levelized Budget Billing Plan, each bill shall also clearly disclose the overage or underage of the amounts paid to date as compared to the cumulative actual usage, in dollars, to date.

4. If the Customer is paying down an arrearage under the Cold Weather Rule or other payment plan, those monthly amounts shall be printed on the bill and clearly labeled.

5. The Customer's bill shall show any adjustment necessary to previous billings that were based on estimated usage or Customer meter readings after actual usage has been determined from a subsequent meter reading by the Company. The adjustment will be calculated for a period between the last valid meter reading and the most recent meter reading by the Company. If the adjustment shows a net balance due the Company, the Customer shall be given the opportunity, if requested, to pay the additional charges in equal installments over a period of time equal to the adjusted billing period. If a net balance is due the Customer, the Customer shall be given either a credit on subsequent bills or a refund, if the overpayment exceeds ten dollars (\$10) and a refund is requested.

C. METER READING PERIODS

Unless otherwise provided in the Rate Schedules, meters shall be read in a range of no less than 26 days and no more than 36 days for monthly billing. The Company may vary its meter reads from this period to take into account the effects of connections, disconnections, and for customers directly affected by rerouting.

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D. CUSTOMER METER READINGS

1. The Company may request Customers to read their meters at intervals approximating the billing period. Requests for reading by the Customer will be on printed forms provided by the Company which contain instructions as to the method of reading.

2. Meter reading by the Customer, although used for billing purposes, shall not be considered final. Such Customer meters will be read at least once a year by the Company and adjustments, if any, shall be made in accordance with these Rules and Regulations.

E. METER READING FEE

In the event the Customer does not furnish a required Meter reading for two (2) consecutive billing periods, the Company may read the Meter and charge the Customer a Meter Reading Fee as filed in the Schedule of Service fees.

F. ESTIMATING PROCEDURE

Before rendering an estimated bill, Company may request a customer to provide a meter reading. Meter readers shall not make estimates of customer usage; however, meter readers may provide specific knowledge of unique customer circumstances to Company's Billing Department which may recognize that information in the estimated bill calculation.

1. If the Premise to be estimated has 24 consecutive months of billing history then estimated consumption will be calculated using the "least-lines-squared" method of estimation, whereby the 24 months of consumption, along with the heating degree days for each consumption period, establishes a relationship between the gas consumed compared to the number of heating degree days for each given period, and calculates the estimation by using this factor times the current number of heating degree days for the period being estimated.

2. If the Premise to be estimated does not have 24 consecutive months of billing history then the estimated consumption will be calculated using the "average consumption" method, whereby the previous year same month usage, the previous year following month usage, the previous 2nd year same month usage, and the previous 2nd year following month usage are added together and an average is calculated that will be used for the estimated usage.

3. If neither of the conditions in F, 1, or F, 2, exist then a manual process will be initiated that will include, but not be limited to, the comparison of neighbors' actual or estimated usage for the same period that this Premise is to be estimated.

G. ESTIMATED USAGE

1. The Company may render a bill, other than a final bill when Service is disconnected, based on estimated usage pursuant to Company's estimating procedures approved by the Commission if the bill is rendered:

a. to a seasonal Customer, providing an appropriate Rate Schedule is on file with the Commission and an actual reading is obtained before each change in the seasonal cycle;

b. when extreme weather conditions, emergency work stoppages, or other circumstances beyond the Company's control prevent actual meter readings;

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c. when the Company is unable to reasonably obtain access to the Customer's premises for the purpose of reading the Meter and efforts to obtain a Customer reading of the Meter, such as mailing or leaving pre-addressed forms upon which the Customer may note the readings, are unavailing; or

d. when the Customer does not furnish a timely Meter reading as requested by the Company.

2. The Company may render a bill based on estimated usage as a Customer's tentative final bill pursuant to Company's estimating procedures when:

a. the Customer so requests and any necessary adjustments are made to the bill upon a subsequent actual Meter reading by the Company;

b. an actual Meter reading would not show actual Customer usage but is used in estimating usage, or

c. an actual Meter reading cannot be taken because of a broken Meter or other equipment failure.

3. The Company may render a bill based on estimated usage when the Customer is paying under the Budget Billing Plan where payments are based upon an estimated or projected average usage.

4. Actual meter readings must be made for Customers using the Budget Billing Plan, except as otherwise provided by Schedule I, Section 4, F. 1.

5. The Company will not render a bill based on estimated usage for more than three (3) consecutive billing periods. Prior to rendering an estimated bill, the

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Company may request the Customer to provide a meter reading upon pre-addressed forms or a window card.

6. When the Company renders an estimated bill in accordance with this Section it will:

- a. maintain accurate records of the reasons therefore and efforts made to secure an actual reading;
- b. clearly disclose on the bill that it is based on estimated usage; and
- c. make any appropriate billing adjustment upon subsequent reading of the Meter.

7. If Company is billing in block rates, all adjusted bills and bills covering more than a one-month period shall be based on increasing the length of the rate blocks according to a number of months involved; e.g., the rate blocks will be doubled for a two month reading, tripled for a three month reading, etc. Adjustments will not be pro-rated for less than a one month period. Adjusted bills that were based on the Customer's readings or the Company's estimate will show any credit due the Customer for over paid amounts or shall show any balance due and payable.

8. Purchase gas cost adjustments covering more than a one month period shall be based on the most recent adjustment clause calculation filed with the Commission.

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H. GENERAL PAYMENT PROVISIONS:

- (1) No Separate Fees: The customer shall not be assessed a separate fee for using any method of payment other than Credit/Debit/ATM Cards.
- (2) Authorized Pay Agents: Company may contract with non-utility business partners and authorize them to accept payments directly from customers on Company's behalf.
 - a) Company shall require Authorized Pay Agents to operate in compliance with the Commission's rules and regulations.
 - b) The payment method may be electronic, telephonic and/or in person.
 - c) Payments received by an Authorized Pay Agent shall be considered made as if received on the same date at Company's remittance processing center. A payment received by an Authorized Pay Agent shall normally be posted to the customer's account within 2 business days.
 - d) The Authorized Pay Agent shall provide a receipt number to the customer making payment. It shall be the customer's responsibility, to avoid a pending disconnection, to timely confirm this receipt number to Company's customer service center.
- (3) Unauthorized Pay Agents: Unauthorized Pay Agents have no contractual or other requirements to operate under rules approved by the Commission. They may include but are not limited to banks and other financial institutions, retail stores with "drop boxes" and/or third-party businesses or individuals. Company's acceptance of payment from an Unauthorized Pay Agent on behalf of a customer shall not be construed as acceptance of such agent's assurance to the customer as to timeliness or accuracy.
- (4) Notification: Company shall provide an annual notice to customer's informing them of authorized bill payment options and where they can find a list of authorized payment centers. The Notice shall also advise of the potential impact of using unauthorized payment sources. Such notice shall be provided to the Commission for review at least 30 days prior to mailing.

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- (5) Internet Information: Company's internet web site shall provide:
 - a. A complete list of all authorized payment options and the amount of any transaction fees payable by customers.
 - b. An up-to-date list of Authorized Pay Station (APS) locations established pursuant to Authorized Pay Stations.
 - c. Links to Company-Authorized Pay Agents that provide authorized credit/debit/ATM card services pursuant to Section I. (4) Credit/Debit/ATM Cards.

I. METHODS OF PAYMENT:

- (1) Payment By Mail: Customers paying by mail shall place a check or money order in a clearly addressed envelope and shall post such payment to cause it to arrive at Company's remittance processing center on or before the delinquency date. A check returned to Company for insufficient funds shall incur a charge pursuant to SCHEDULE II – SCHEDULE OF SERVICE FEES, B, WORTHLESS CHECK CHARGE.
- (2) Electronic Checks: Customer may request Company or an Authorized Pay Agent to issue a draft on the customer's account in a U.S. financial institution for payment of customer's bill for utility services.
 - a. The decision to accept an Electronic Check shall be solely that of Company.
 - b. Company may administer Phone Check requests through a live telephone representative or through automated processes such as an interactive voice response (IVR) system. Requests for Web Checks may be made through Company's internet web site.
 - c. Company shall credit an Electronic Check to the customer's account as if payment had been received at Company's remittance center on the same business day as the customer's request.

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- d. Customer shall ensure that sufficient funds are available to pay the amount of requested Electronic Check.
 - i. An Electronic Check returned to Company for insufficient funds shall incur a charge pursuant to SCHEDULE II - SCHEDULE OF SERVICE FEES, C, INSUFFICIENT FUNDS CHARGE.
 - ii. An Electronic Check returned to Company for insufficient funds may cause customer's account to be deemed delinquent as if the check had never been tendered.
 - iii. Company may refuse to issue an Electronic Check for a customer who has tendered to Company one or more insufficient funds checks.
- (3) Authorized Pay Stations (APS): Company may contract with an Authorized Pay Agent to establish and maintain an authorized network of non-utility businesses and other appropriate locations where customers can make payments in person using a check, money order or cash.
APS locations shall provide a complete list of all available payment options.

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- (4) Credit/Debit/ATM Cards: Company may contract or make other arrangements with an Authorized Pay Agent to provide credit/debit card payment options to customers paying their bill for natural gas service.
- a) Fees: The Authorized Pay Agent may charge the customer an additional fee for the use of credit/debit/ATM cards as defined in Schedule II - SCHEDULE OF SERVICE FEES, SHEETS 1-3.
- i. Fees for payment by credit/debit card may increase the customer's total responsibility above that of a cash payment.
 - ii. The customer shall be advised, prior to providing the credit card number, of the amount of any additional fee and must answer in the affirmative to proceed with the payment process.
 - iii. The Authorized Pay Agent shall be solely responsible for collecting the fee from the customer.
- b) Selection: The determination of credit/debit/ATM card "brands" available for customers' payments shall be at Company's sole discretion.
- c) Telephone: Company shall ensure that toll-free telephone service is provided for customers to make credit/debit/ATM card payments by phone.
- (5) Automated Bill Payment Plan: Company may establish a program that will, upon a customer's request, systematically withdraw the customer's billed payments from his/her account at a bank or recognized financial institution.

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J. WORTHLESS CHECK CHARGE

The Company may require a worthless Check Charge, as filed in the Schedule of Service Fees, from the Customer for Customer checks returned for insufficient funds.

K. INSUFFICIENT FUNDS CHARGE (ELECTRONIC TRANSACTION)

The Company may require an Insufficient Funds Charge, as filed in the Schedule of Service Fee, from the Customer for the return of an Electronic Check for insufficient funds.

L. TAX ADJUSTMENTS

1. Special Taxes or Fees

When any city, county, state or other taxing subdivision imposes a franchise, occupation, business sales, license, excise, privilege or similar tax or fee of any kind on the Company, the amounts thereof insofar as practical, shall be charged on the pro rata basis to all Customers receiving Natural Gas Service from the Company within the boundaries of such taxing subdivision. This tax or fee charge, in all cases, will be in addition to the regular charges for natural gas service.

2. Gross Receipts Tax

Where a tax is levied on a percentage of gross receipts, that percentage will be applied to each affected Customer's bill, and the amounts so computed will be added to each Customer's regular billing until such Customer's proportionate share of the total fee is paid. The pro rata tax applicable to each Customer will be identified on the Customer's bill as such.

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M. BUDGET BILLING PLAN (LEVELIZED/ROLLING AVERAGE)

1. Availability

Residential Customers (with a satisfactory payment credit record on time payments 9 of last 12 months) being served by Residential Services rates of the Company may elect, at their option, to pay monthly bills for natural gas service on a Budget Billing Plan (Levelized/Rolling Average). Any customer electing the Budget Billing Plan each month will pay an amount equal to 1/12th of the total of the previous 12 months' bills.

2. Conditions of Budget Billing Plan

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

- a. To pay each monthly bill on or before the due date shown on the statement, after which the payment shall be considered delinquent;
- b. That failure to pay the monthly bill on or before the due date may be cause for termination by the Company of the Budget Billing Plan with respect to the customer in addition to other remedies permitted by these Rules and Regulations;
- c. That the Budget Billing Plan shall apply only to the premises then occupied by customer and that if such premises are vacated, the Budget Billing Plan with respect to Customer shall terminate immediately;

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d. That if the Budget Billing Plan is terminated, any amount or amounts payable by or due to Customer shall be billed or credited to Customer at once and will be recorded on the next monthly bill;

e. That the Budget Billing Plan will continue in effect until terminated by either party.

N. MODIFIED BUDGET BILLING (LEVELIZED/ROLLING AVERAGE)

1. Availability

A residential customer with energy charges in arrears can choose the Modified Budget Billing Plan, which is a levelized payment plan similar to the Cold Weather Rule average payment plan, to pay monthly bills for natural gas service.

2. Plan Options

a. Under this plan the customer will have up to 12 months to pay off any arrearage balances that had not been included in a previous Cold Weather Rule payment plan and will pay current charges under the Budget Billing Plan.

b. Any arrearages from a previous Cold Weather Rule plan or Modified Budget Billing Plan must be paid off before entering into this plan.

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O. DELINQUENT BILLS

1. Bills for Natural Gas Service shall be deemed delinquent if payment is not received by the Company or its authorized agent on or before the date stated on the bill, which shall be:

a. For Residential Customers the last date on which payments received can, in the normal and reasonable course of the Company's procedures, be credited to the Customer's account in preparing his next normal billing.

b. If a Commercial Customer is consistently unable to pay its bills on time due to bill-paying procedures, the Company shall offer to provide an extra copy of each monthly bill to be mailed to the Commercial Customer's bill paying office at the same time original bill is mailed to the service address. If the Commercial Customer chooses, the Company shall allow the Commercial Customer the option of paying a monthly one (1%) percent fee in exchange for a monthly due date on the 29th day after the date of billing.

Such extension of the Commercial Customer's due date shall be discontinued at the request of the Commercial Customer or in the event the Commercial Customer fails to pay any monthly bill within the 29 day period so provided.

c. all other customers, the fifteenth (15th) day after the date of billing.

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2. When a bill becomes delinquent, a late payment charge in an amount equal to two (2%) percent of the delinquent amount owed for current Gas Service will be added to the Customer's bill and collection efforts by the Company will be initiated.

P. PRORATION

1. Proration of the purchased gas adjustment:

a. Proration of the purchased gas adjustment is optional. If the purchased gas adjustment is prorated, each factor and estimated usage associated with the factor must be shown on the bill.

2. Proration of customer charges:

a. Customer charges shall be prorated only in the following situations:

i. Connection or disconnection of service which causes the billing cycle to be outside the range of 26 through 36 days.

ii. When re-routing of meter routes, for only those customers directly affected, causes the billing cycle to be outside the range of 26 through 36 days; and

iii. During the billing month in which a change in rates or tariffs becomes effective.

3. Proration of general changes in rates or tariffs:

For general changes in rates or tariffs, the utility must prorate customer's bills during the billing month a change in rates or tariffs becomes effective.

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Q. DEFAULT

1. Failure of the Customer to conform to these Rules and Regulations or to pay any amount due the Company in full before becoming delinquent shall constitute a default by the Customer.

2. The Customer's obligation to pay the amount due the Company shall be separated from other obligations and claims between the Company and the Customer. Failure by the Customer to pay obligations to and claims by the Company other than amounts due the Company shall not constitute a default justifying discontinuance of Natural Gas Service under Schedule I, Section 5 of these Rules and Regulations. Failure of the Company to pay obligations to or claims by the Customer, or to give the Customer credit therefore, shall not justify failure by the Customer to pay the amount due the Company nor prevent default by the Customer.

3. The Company shall not threaten or refuse service to, or threaten or disconnect the service of any individual on account of an outstanding gas service debt to the Company unless such individual agreed at the time service was established to be responsible for the debt.

The only exception to this rule is when the individual and the Customer, who agreed at the time service was established to be responsible for the account, lived together when the debt was incurred and continue to live together.

4. The Company shall not threaten or refuse service to, or threaten or disconnect the service of any Customer or potential Customer on account of an outstanding debt more than five years old if the service agreement was signed and three years old if the service agreement was oral.

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R. COLD WEATHER RULE

1. Availability

The provisions of the Cold Weather Rule (CWR) allow for special payment and disconnection procedures for any Kansas residential customer with unpaid arrearages to retain or restore utility service throughout the cold weather period, which extends from November 1 through March 31.

2. Prohibitions on Disconnections

a. The Company will not disconnect a customer's service between November 1 and March 31 when the local National Weather Service forecasts that the temperature will drop below 35 degrees or will be in the mid 30's or colder within the following 48 hour period unless:

- (1) It is at the customer's request;
- (2) The service is abandoned;
- (3) A dangerous condition exists on the customer's premises;
- (4) The customer violates any rule of the utility which adversely affects the safety of the customer or other persons or the integrity of the Company's delivery system;
- (5) The customer causes or permits unauthorized interference with or diversion or use of utility service (meter bypass) situated or delivered on or about the customer's premises;

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(6) The customer misrepresents his or her identity for the purpose of obtaining or retaining utility service; or

(7) The customer tenders an insufficient funds payment as the initial payment or an installment payment under a Cold Weather Rule payment plan and does not cure the insufficient payment during the 10-day period after a disconnection notice is sent to the customer.

b. Under R.2.a(1) through (4), the Company may disconnect the service immediately. Under R.2.a(5) or (6), the utility may disconnect the customer 48 hours after a disconnection notice is left on the customer's door, or personal or telephone contact is made with the customer of record and the telephone number of the Commission's Consumer Protection Office is given to the customer, or 10 days after a disconnection notice is sent, whichever is quicker. Under R.2.a(7), the Company may disconnect the customer 10 days after a disconnection notice is sent if the customer has not cured the insufficient payment during that 10-day period.

c. Services disconnected under R.2.a(3) or (4) above must be restored as soon as possible after the physical problems defined in (3) or (4) have been corrected. Service disconnected under O.2.a(5) must be restored as soon as possible after payment by the customer of the full value of the diverted service. The value of the diverted service shall be estimated based on the historic use of the customer or the residence.

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3. Responsibilities of Customers

In order to keep from having service disconnected when the temperature is 35 degrees or above, or to have service reconnected regardless of temperature, a customer must comply with the following provisions:

- a. Inform the Company of the customer's inability to pay the bill in full.
- b. Provide sufficient information to allow the Company to make a payment agreement.
- c. Make an initial payment of 1/12 of the arrearage amount, 1/12 of the bill for current consumption, the full amount of any disconnection or reconnection fees, plus any applicable deposit, and enter into an 11-month plan for payment of the rest of the arrearage or enter a payment plan as negotiated with the Company for the payment of the arrearage amount; and
- d. Apply for federal, state, local or other assistance funds for which the customer is eligible.

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4. Responsibilities of the Company

a. Once a year, at least 30 days prior to the Cold Weather Rule period, the Company will mail a written notice of the Cold Weather Rule to each residential customer who is currently receiving service and to each customer who has been disconnected during or after the most recent cold weather period and who remains without service.

b. The Company will send one written notice mailed first-class at least 10 days prior to termination of service. A customer will not be disconnected until a 48-hour forecast above the activating temperature is predicted by the National Weather Service office. During the first 24 hours, which will be the day prior to disconnection, the Company shall make at least one telephone call attempt with the Customer of record and make one attempt at a personal contact with the Customer of record on the day prior to termination of service if telephone contact on that day was not made. If the Customer is not contacted during the phone call(s) or the personal contact the day prior to termination of service, the Company employee shall leave a disconnect message on the door on the day prior to disconnect. On the day of disconnection, the Company must receive a 24-hour forecast above the activating temperature from the local National Weather Service.

If the temperature is then forecast to be below the activating temperature, the disconnection may not be carried out and the Company must wait for another 48-hour forecast above the activating temperature and follow the same procedure prior to disconnection.

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c. The Company will inform the customer of their responsibilities as outlined in the CWR.

d. The Company will inform the customer of the organizations where funds are available to assist with payment of utility bills;

e. The Company will inform the customer of all other pay arrangements for which they might qualify. Prior to discussing any plan for Cold Weather Rule payments over a period of fewer than 12 months the Company will inform the customer of the customer's right to have a level payment plan for current and future consumption and to have the arrearage amount paid through an initial payment and equal installment payments over the next 11 months.

f. The Company will inform the customer of the "third-party notification" plan.

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5. Default

The issuance of an insufficient funds payment for the initial payment or for any installment of the payment plan, unless subsequently cured by the customer, shall constitute a default of the Cold Weather Rule payment plan. A customer who defaults on a Cold Weather Rule payment is not eligible for the arrearage average payment plan unless the arrearages from the prior Cold Weather Rule payment plan are paid. A customer who defaults on a Cold Weather Rule payment plan is eligible to enter into a new Cold Weather rule payment plan upon making an initial payment as set forth in Section R.3.c., paying any disconnect and reconnect charges and complying with the customer responsibility provisions of Section R.3. A payment plan of any length that is negotiated by the customer and the Company after the customer has been informed of the payment plans required to be offered under the Cold Weather Rule is considered to be a Cold Weather Rule payment plan. However, a customer with a payment plan of fewer than 11 months will not be considered to be in default of the payment plan if the actual payments that have been made are equal to or greater than the amount that would have been otherwise required under an 11 month payment plan for arrearages.

6. Renegotiation of Cold Weather Rule Agreement

The Company shall encourage customers to renegotiate Cold Weather Rule payments if the customer received utility or other lump sum assistance.

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S. COMMISSION'S COMPLAINT PROCEDURE NOTICE REQUIREMENT

Once a year, the Company will mail to each of its Customers a notice apprising them of the Commission's complaint procedure including its rule in settling complaints which have reached an impasse. The notice should include the Commission's Consumer Protective Office's telephone number as well as a comment/complaint form concerning the Utility's performance. The notices or copies of the notices shall be sent to the Commission.

SECTION 5 - DISCONTINUANCE OF SERVICE

A. COMPANY'S REFUSAL OR DISCONTINUANCE OF SERVICE

1. For the following reasons Natural Gas Service may be refused or discontinued by the Company:

a. when requested by the Customer;

b. when the service is abandoned;

c. upon ten (10) days written notice, when Customer's Natural Gas Service bill becomes delinquent, whether the bill is based on Customer's meter reading, Company's meter reading, or Company's estimate of consumption;

d. immediately, without notice, when an unsafe or dangerous condition exists on the Customer's premises or if the Customer's installation is so designed or operated as to disturb or adversely affect the safety of the Company's delivery system;

e. upon ten (10) days written notice, when a Customer fails to

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provide required credit information, security deposit, or guarantee or has a previous undisputed and unpaid separate account for Gas Service with the Company; based on a written agreement not more than five years old, or an oral agreement not more than three (3) years old;

f. upon ten (10) days written notice, when Customer misrepresents his or her identity for the purpose of obtaining natural gas service and has not posted a security deposit with the Company;

g. upon ten (10) days written notice, when Customer refuses to grant Company personnel access, during normal working hours, to equipment installed upon the premises of the Customer for the purpose of inspection, meter reading, maintenance or replacement;

h. immediately, without notice, when the Customer violates any rule of the Company that adversely affects the safety of the Customer or other persons, or the integrity of the Company's delivery system;

i. immediately, without notice, when Customer causes or permits unauthorized interference with, or diversion of use of (meter bypass) Company's gas service situated or delivered on or about the Customer's premises;

j. upon ten (10) days written notice when the Customer misrepresents his or her identity for the purpose of obtaining utility service.

2. None of the following reasons shall constitute sufficient cause for the Company to discontinue Natural Gas Service:

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- a. the customer's failure to pay for special charges.
 - b. the failure of the customer to pay for Service received at a concurrent and separate metering point, residence or location. In the event of discontinuance or termination of Service at a separate metering point, residence, or location in accordance with these rules, a utility may transfer any unpaid balance to any other service account, provided, however, that in the event of the failure of the Customer to pay a final bill at any metering point, residence or location, the utility may transfer such unpaid balance to any successive service account opened by the Customer for the same class of Service, and may discontinue Service at such successive metering point, residence or location for nonpayment of such transferred amount.
 - c. the Customer's failure to pay for a different class of service received at the same location. The placing of more than one meter at the same location for the purpose of billing the usage of specific devices under optional Rate Schedules or provisions is not construed as a different class of service for the purpose of this rule.
 - d. the Customer's failure to pay a bill which is in dispute; provided, however, that the Customer pays that portion of the bill not in dispute.
 - e. the failure to pay an unpaid service account more than five (5) years old if a service agreement was signed and three (3) years old if the agreement was oral.
3. In the event of discontinuance or termination of Gas Service at a separate meter point, residence, or location in accordance with these Rules and

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Regulations, the Company may transfer any unpaid balance to any other natural gas service account.

B. POSTPONEMENT OF DISCONTINUANCE IN SPECIAL CIRCUMSTANCES

1. If a Residential Customer notifies the Company and establishes that:

a. discontinuance would be especially dangerous to the health of the Customer, resident member of the Customer's family or other permanent resident of the premises where service is rendered, and

b. (1) such customer is unable to pay for such service in accordance with the requirements of the Company's billing, or

(2) is able to pay for such service only in installments;

the Company will either allow payment in reasonable installments or postpone discontinuance of service for at least twenty-one (21) days to enable Customer to make arrangements for reasonable installment payments.

2. In determining whether discontinuance would be especially dangerous to health, consideration will be given to the weather, and the Customer's or other resident's medical conditions, age, or disability.

3. The Customer may establish that discontinuance of service would be especially dangerous to the health of the Customer, resident member of the Customer's family, or other permanent resident of the premises where service is rendered by obtaining a statement signed by a physician or public health official verifying that fact

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and forwarding or presenting it to the Company office prior to the date of disconnection.

C. NOTICE REQUIREMENTS

1. The utility will give the Customer ten (10) days written notice before discontinuing service, unless the discontinuance is upon Customer's request, or involves a dangerous condition, a violation of utility rules or unauthorized interference diversion or use of service, Schedule I, Section 5, A. 1., a., d. h. or i., in which case the Company may discontinue service immediately.

2. When notice of discontinuance of service is required it shall be forwarded to the account name and address and in the case of residential occupancy, to the address where Service is provided, if different; provided, however, that the Service location has a mailing address which is provided to the Company by the Residential Customer. Service of notice by mail is complete upon mailing. The Company will maintain the record of the date of mailing.

3. If the records of the Company show that the account which the Company proposes to discontinue provides Gas Service to more than one residential dwelling unit, the Company will also post a notice of discontinuance in a common area of the residential building(s) being provided Service. Such notice shall be posted at least five (5) days prior to the discontinuance date specified in the notice.

4. The notice required by this Section will contain the following information:

a. the name and address of the Customer;

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<p>b. a statement of the reason for the proposed discontinuance of Service and the cost and conditions for reconnection;</p> <p>c. the dates between which Service will be discontinued unless the Customer takes appropriate action;</p> <p>d. terms under which the Customer may avoid discontinuance;</p> <p>e. a statement that discontinuance may be postponed or avoided if the Customer can demonstrate prior to the date of discontinuance that special circumstances prevent complete payment and satisfactory credit arrangements are made with the Company;</p> <p>f. a statement to appraise the Customer of the availability of an administrative procedure which may be utilized in the event of a bona fide dispute or under other circumstances, such as special danger to health. The telephone number of the Company's office empowered to review disputed bills, rectify errors, and prevent disconnection, shall also be included with language indicating that the Customer may discuss with an employee of the Company to present his or her reasons for disputing a bill or the Company's reasons for discontinuance, requesting credit arrangements, or requesting a postponement of discontinuance.</p> <p>g. the Company shall provide written notice of disconnection by separate mailing and each such notice shall specify the expiration date of such notice, which shall not be later than thirty (30) days after the initial date upon which and after which Service can be disconnected.</p>	
<p>D. <u>DISCONNECT PROCEDURE</u></p>	
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1. Except for discontinuance pursuant to Schedule I, Section 5, A. 1., a., c., g. and h. the Company will not discontinue service unless:

a. at the time of the proposed discontinuance, for one hour after discontinuance, and on the full work day following discontinuance the Company personnel are available to the Customer for the purpose of making pay arrangements and preventing discontinuance or obtaining reconnection; and

b. the Company employee who is to disconnect Service is authorized to accept payment of amount due for gas charges and additional charges and thereby either avert disconnection or provide for reconnection.

c. the Company contacts or attempts to contact the Customer at least forty-eight (48) hours prior to disconnection for the purpose of notifying Customer of the planned disconnection.

2. The Company employee who is to disconnect Service will adhere to the following procedure.

a. Immediately preceding the discontinuance of Service a reasonable effort will be made to:

(1) contact and identify himself or herself to the Customer or responsible person then upon the premises and announce the purpose of his or her presence;

(2) identify and record the name of the person contacted, if any;

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(3) accept payment of all amounts tendered which are necessary to avert disconnection;

(4) record statements disputing the accuracy of the delinquent bill, if any;

(5) record statements disputing the accuracy of the Company's finding concerning the cause for discontinuance, if any; and

(6) record statements concerning the medical condition of any permanent resident of the premises, if any.

b. If contact with the Customer is not made, the employee will leave a notice upon the premises in a manner conspicuous to the Customer disclosing the date and time of discontinuance and giving the telephone number of the Company where the Customer may arrange to have Service restored.

E. RESTORATION OF SERVICE

1. Upon the Customer's request, the Company will restore Service promptly when the cause of discontinuance of Service has been eliminated, all applicable restoration charges paid, and if required, satisfactory credit arrangements have been made.

2. At all times, the Company will make every effort to restore Service on the restoration day requested, and in any event, restoration will be made no later than the next business day following the day requested by the Customer.

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<p>3. The requirements of this Section regarding reconnection of Service cannot be avoided by a request for a restoration of Service or an application for Service at the same location by a member of the Customer's household or family or any other person acting for or on behalf of the Customer.</p> <p>F. <u>REVIEW OF DISPUTES</u></p> <p>1. When a Customer advises the Company, prior to the date of the proposed discontinuance of Service, that all or any part of the billing as rendered is in dispute or that the Company's reasons for discontinuance are factually invalid, the Company will:</p> <ul style="list-style-type: none">a. immediately record the date, time and place the complaint is made;b. postpone discontinuance until a full investigation is completed to determine the validity of the dispute;c. investigate the dispute promptly and completely;d. attempt to resolve the dispute informally and in a manner mutually satisfactory to both parties. <p>2. Customer may advise the Company that a bill is in dispute in any reasonable manner such as by written notice, in person, or by a telephone call directed to the appropriate personnel of the Company.</p> <p>3. The Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communications, personal meetings,</p>	
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formal or informal hearings, on-site visits, or any other technique reasonably conducive to settlement of the dispute.

4. At all times the Customer will have the burden of showing or establishing to the satisfaction of the Company that all or any part of the billing is erroneous or that the Company's reasons for discontinuance are factually invalid.

5. In the event that a dispute is not resolved to the satisfaction of the Customer, after full investigation, and the Company intends to proceed with discontinuance, the Company will advise the Customer of formal and informal procedures available before the Commission and the toll free telephone number of the Commission's Consumer Protection Office. Provided proper notice has been given in accordance with these Rules and Regulations, the Company may then discontinue the Service.

G. COLLECTION, DISCONNECTION, AND RECONNECTION CHARGES

1. If collection of a Natural Gas Service bill is made at the Customer's premises, the Company will require a Collection Charge, as filed in the Schedule of Service Fees.

2. Except when requested by the Customer, if Natural Gas Service is disconnected for any of the reasons stated in Schedule I, Section 5, A. 1. the Company will require a Disconnection Charge, as filed in the Schedule of Service Fees.

3. Upon reconnection of Natural Gas Service, except disconnection pursuant to Customer's request, the Company will require a Reconnection Charge, as filed in the Schedule of Service Fees.

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4. In the event a Customer orders a disconnection and reconnection of service at the same premises within a period of twelve (12) months, the Company will collect, as a Reconnection Charge, the sum of such minimum bills as would have occurred during the period of disconnection, but in no event less than the Reconnection Charge filed in the Schedule of Service Fees.

5. Any Collection, Disconnection, Worthless Check Charge, or Reconnection Charges and all other Service charges or additional utility charges due shall be paid before Service is restored unless arrangements satisfactory to the Company are made by the Customer for the payment of all charges due the Company. These charges are in addition to any security deposit which may be required by the Company before Service is restored.

SECTION 6 - CUSTOMER'S SERVICE OBLIGATIONS

A. CUSTOMER TO FURNISH RIGHT-OF-WAY

The Customer will grant to or procure for the Company at Customer's expense such rights-of-way or easements satisfactory to the Company, across property owned, leased, rented, held in a representative trust, or other fiduciary capacity by the Customer, or over which the Customer may have control by virtue of any applicable state or federal law by the Customer, for the construction, operation and maintenance by the Company of the Company's facilities necessary or incidental to the supplying of Gas Service. Customer will provide or procure rights-of-way when Customer does not own or control such. When appropriate Company shall endeavor to secure franchise rights from the municipality to cover extensions requested.

B. ACCESS TO CUSTOMER'S PREMISES

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The Customer shall give the duly authorized agents and employees of the Company full and free access to the premises of the Customer for the purpose of constructing, installing, inspecting, adjusting, repairing, maintaining, replacing or for reading meters, or removing any of the Company's facilities on the premises of the Customer, or for any other purpose incidental to the Gas Service supplied by the Company.

C. CUSTOMER'S INSTALLATION

1. The Customer's facilities will start at the outlet of the Company meter and shall be made of materials approved by the Company and shall meet the requirements of the National Board of Fire Underwriters and comply with all federal, state and municipal codes insofar as they apply.

2. Any and all appliances or equipment required to control, regulate, or utilize, beyond the Point of Delivery, the natural gas service supplied by the Company which are furnished, installed, and maintained by the Customer shall be the sole responsibility of the Customer.

3. The Customer agrees to repair and replace, when necessary, all appliances and appurtenances furnished by the Customer for reception and use of Gas Service in a safe condition and in compliance with the requirements of the National Fuel Gas Code.

D. PROTECTION OF CUSTOMER'S EQUIPMENT

1. The Customer shall be responsible for determining whether the Customer's installation and all portions thereof, are and will be suitable for operation at the pressure, volume and other characteristics of the Service to be supplied by the Company.

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2. The protection of the Customer's equipment within the agreed range of operation is the full responsibility of the Customer. Any Customer desiring protection against interruptions, pressure variations, or other temporary irregularities or failure of part or all of Natural Gas Service shall, at the Customer's own expense, furnish such protective equipment.

E. DANGEROUS OR DISTURBING USES

The Customer shall use the Gas Service supplied by the Company with due regard to the effect of such use on the Company's Gas Service to its other Customers and on the facilities and equipment of the Company. The Company may refuse to supply Gas Service or may suspend Gas Service to a Customer, immediately, without notice under Schedule I, Section 5, A. 1., if the Customer's installation shall be found not to conform to the National Fuel Gas Code or governing code, or which may be found defective and in such condition or is so designed or operated as to endanger life or property, or affect the Customer's safety or that of other persons, or the integrity of the Company's system.

F. INSPECTIONS AND RECOMMENDATIONS

The Customer shall have full and sole responsibility regarding all lines, equipment and his or her use of the Gas Service supplied by the Company beyond the Point of Delivery. The Company shall in no way be liable or responsible, because of any inspections or recommendations by the Company which are made as a courtesy to the Customer or as a protection to the Gas Service supplied by the Company to its other Customers. The Company reserves the right, but assumes no duty, to inspect the Customer's installation and facilities for suspected unsafe conditions.

G. DEFECTIVE CUSTOMER EQUIPMENT

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Defective appliances or fixtures shall be disconnected at once and properly repaired before further use. If natural gas is found to be escaping from any pipe, equipment or appliance in or about Customer's premises, Customer shall close the main service valve immediately to shut off the flow of natural gas and notify Company at once.

H. CONSTRUCTION OR USES AFFECTING COMPANY'S EQUIPMENT

Customer shall consult with the Company before causing or permitting any construction that will affect any of the Company's service facilities or equipment. Customer shall not enclose any exposed portion of service facilities or use any facilities of the Company for fastening thereto, or support, or any purpose whatsoever without written consent of the Company. Customer shall also not locate anything in such proximity to the aforesaid facilities of the Company that will cause, or be likely to cause, interference with the supply of natural gas service, or a dangerous condition. The Customer shall be required to reimburse the Company for any costs due to a change in the location of meters, service lines, or other equipment made at the request of Customer, or necessitated by the Customer's interference with the Company's facilities. The Company reserves the right to remove, immediately and without notice, any unauthorized attachments to its facilities. The Company's equipment will be removed or relocated only by employees, agents, or authorized representatives of the Company. Any infraction of this rule shall be sufficient cause for discontinuance of service under Schedule I, Section 5, A. (1).

I. PROTECTION OF COMPANY'S PROPERTY

1. The Customer at all times shall protect the facilities of the Company located on the premises of the Customer and shall permit no person other than the employees and agents of the Company and other persons authorized by law to inspect, work on, open, or otherwise handle the facilities of the Company. Any infraction of this rule shall be considered sufficient cause for discontinuance of service immediately,

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without notice under Section 5, A.1.

2. In case of loss or damage to the facilities of the Company because of any carelessness, neglect, tampering, or misuse by the Customer, any member of the Customer's family, or the Customer's agents, servants, or employees, the Customer shall reimburse the Company for the cost of any necessary repairs to or replacement of such facilities at the Company's stated book value of such facilities.

J. TAMPERING OR FRAUDULENT USE OF COMPANY'S FACILITIES

1. The Company may discontinue Service to a Customer under Schedule I, Section 5, A. 1. and remove its facilities from the Customer's premises, when evidence is found that any portion of the Company's facilities have been tampered with in such manner that the Customer may have received unmetered service or there is evidence of fraudulent use of Gas Service in any manner.

2. In such event, the Company may require the Customer to pay all bills, including a bill for such amount of natural gas service as the Company may estimate, from available information, to have been used but not registered by the Company's meter or otherwise fraudulently used, and to increase the amount of his cash security deposit or surety bond, or other credit arrangement. The Customer will be required to pay all damages to Company owned equipment, if any, before natural gas service is restored. In addition, before service is restored, the Customer shall be required to bear all costs incurred by the Company for such protective equipment, as, in the judgement of the Company, may be necessary and give satisfactory assurance that such tampering and fraudulent use of natural gas service will be discontinued.

3. The existence of tampered connections, meters or devices which operate to cause diversion or fraudulent use of Gas Service shall be considered by the

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Company to be prima facie evidence of diversion of Gas Service by Customer.

K. INDEMNITY TO COMPANY

1. The Customer shall indemnify, save harmless, and defend the Company against all claims, demands, costs or expense, or loss, damage, or injury to persons or property, in any manner directly or indirectly connected with, or growing out of the distribution or use of Gas Service by the Customer at or on the Customer's side of the Point of Delivery.

2. The Customer shall indemnify, save harmless, and defend the Company against all claims, demands, costs or expense for trespass, injury to persons, or damage to lawns, trees, shrubs, buildings, or other property that may be caused by reason of or related to installation, maintenance, or replacement of Company's Service Lines, Meter or Mains or other necessary appurtenances to serve Customer, unless the injury to persons or damage to property has been caused by willful default or negligence on the part of the Company.

L. CUSTOMER'S GUARANTEE

Company shall not be obligated to make any extension as required by these rules unless Customer shall execute a contract in writing with suitable guarantee that he will use the service for a least one year, or unless the owner of the property served by such extension or some other responsible person shall guarantee that the service will be used for that length of time.

M. CHARGES FOR TROUBLE CALLS AND WORK COMPLETED ON CUSTOMER'S PREMISES

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The Company shall charge for all materials furnished and for all labor performed on Customer's premises beyond the facilities of the Company. This includes trouble calls not occasioned by negligence on the part of the Company, repair of Customer Fuel Lines, repair of Customer piping and gas appliances, and any other work or service required to repair the Customer Service Line, piping or gas appliances. The charges shall be based upon Company's existing schedule for such work. The Company will not charge for replacement or repair of equipment owned by the Company on Customer's premises except when repairs or replacement are caused by negligence or misuse by Customer or members of Customer's family or Customer's employees or agents.

SECTION 7 - COMPANY'S METER SERVICE LINE AND CUSTOMER FUEL LINE

A. SERVICE LINE INSTALLATIONS

1. If the Company Service Line and the Customer Yard Line have been installed, the Company will install a Meter upon application for Service and compliance with the Company's rules and regulations herein set forth in regard to security deposits and Service requirements.

2. If a Company Service Line and Meter have not been installed, the Company will install a Company Service Line and Meter in accordance with the Company's Schedule of Customer Advances for Construction of Mains and Company Service Lines. When a Customer requests a Company Service Line and Meter, the Company will estimate the full cost of installing the Customer Service Line and Meter and request an amount to be paid in accordance with the Company's Schedule of Customer Advances for Construction of Mains and Company Service Lines.

3. The Company will designate the point to which the Meter will be located for attachment to the Customer's Fuel Line. The Customer Fuel Line will be

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constructed in accordance with the Company's Customer Service Line Construction Policy and comply with all applicable codes or standards.

Such Company Service Lines and Meters shall at all times be and remain the property of the Company.

4. The term "cost" or "actual cost" used in this Schedule I, Section 7 will be the cost of the Company Service Line and Meter and Meter Installation in accordance with the Company's Schedule of Customer Advances for Construction of Mains and Company Service Lines.

B. NEW METER LOCATIONS

1. Residential and Small Commercial Installations

The Company's general policy is to place new residential and small commercial Meters at the building wall. Company may, however, at its sole discretion, place the Meter at either the building wall or the property line. The Company shall provide periodic leak surveys and maintain cathodic protection on the Company's Service Line and Customer Yard Line. The methods of leak detection will be determined by the Company and may be changed from time to time without notice to the Customer.

2. Large Commercial and Industrial Installations

The Company will work with the Customer to establish a mutually agreeable meter location as long as such location provides for an adequate margin of safety from public road and in-plant traffic. The Customer shall have the duty to notify Company of any changes in traffic patterns or other conditions which subsequently render any

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agreed-upon location unsafe. The Company shall not be liable to the Customer for any damages, consequential or otherwise, caused by external forces not within the exclusive control of the Company.

C. PROPERTY LINE METERS INSTALLED PRIOR TO EFFECTIVE DATE OF THIS SECTION C

The Company will conduct periodic leak surveys on the Customer Yard Line. The methods of leak survey will be determined by the Company and may be changed from time to time without notice to Customer.

D. YARD LINES

1. **Leak Survey:** A flame ionization survey will be conducted on all "Yard Lines" once every three years, but not to exceed 42 months. Known bare steel "Yard Lines" shall have an annual flame ionization survey.

2. **Leak Summaries:** A summary of all leaks found, existing leaks, as well as all "Yard Lines" replaced due to leakage, will be maintained in a manner that will recognize as much as 25% of the "Yard Lines" have experienced leaks. Once the defined area has reached the 25% limit, all customers shall be notified, in writing, and all known bare steel "Yard Lines" in the defined areas shall have a flame ionization survey at six month intervals. Customers shall be advised as to the need to replace their bare unprotected steel "Yard Line" and be acquainted with Company's policy for both the replacement of the "Yard Line" and the reconnecting to their house piping.

3. **Replacement Policy:** Company agrees to replace all such bare steel "Yard Lines" under the following guidelines. General Company policy is to extend the existing service line from the main to the customer's building wall; recognizing

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there might be exceptions where it may not be desirable or economically feasible. Decision not to extend the service line to the customer's foundation wall shall require management approval.

4. **“Yard Line” Replacement to Customer’s House Financial Responsibilities:** Company agrees to replace the Yard Line to the Customer’s House up to 100’ minimum or one foot per Mcf of customer’s annual consumption, whichever is greater, at no charge to the residential customer. Any excess footage or replaced “Yard Line” will be charged to the residential customer at the normal service line footage cost. Company further agrees to allow the residential customer to finance this excess footage cost up to a two year period, interest free.

5. **Reconnecting to Customer’s House Piping Financial Responsibilities:** Company recognizes that many of the homes so affected have bare steel pipe entering through the foundation wall below ground level. Company feels that the upgrading of such pipe is critical for pipeline safety, compliance to acceptable plumbing codes, and is directly associated with the “Yard Line” replacement requirements of the Kansas rules and regulations. Therefore, Company’s policy is not to reconnect any bare steel house piping that enters below grade at the foundation wall or that runs underneath a poured concrete slab floor that does not meet specific plumbing codes. Exceptions of relative short duration may be made by management in extreme weather or other mitigating circumstances.

6. Company will credit the customer up to a maximum of \$150 for the reconnecting of the customer’s house piping, upon proof of payment and that the reconnecting has been performed meeting all applicable plumbing codes. Any excess plumbing fees will be the customer’s sole responsibility.

E. EXCLUSIONS

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Company shall have no obligation to perform leak surveys or to provide cathodic protection on customer owned Yard Lines in the following three categories:

- (1) Residential and commercial customers served directly from a transmission line.
- (2) Mobile home parks.
- (3) Industrial facilities.

F. OTHER

1. INSPECTION AND TESTING OF CUSTOMER'S FACILITIES

After the commencement of Gas Service, Company's obligations regarding inspection of Customer's Yard Line will be governed by the applicable provisions of Schedule I, Section 7, D. (1).

2. The Company will not otherwise be obligated to inspect Customer's facilities, although at its discretion, Company shall have the right to inspect and test Customer's facilities for suspected unsafe conditions at any time.

G. ENERGIZING BY COMPANY ONLY

Natural Gas shall be turned on only by an authorized agent of the Company after Customer's installation has been approved and found to be in accordance with the conditions specified in Schedule I, Section 6, D. 1. hereof. All piping and appliances shall meet the approval of the National Fuel Gas Code or other locally enforced gas codes. Before the Meter is set, the Customer piping shall be inspected and approved by a competent inspector, when it shall be authorized by local authorities, and in such case Customer shall obtain at Customer's expense an appropriate written approval before the Company shall furnish Service.

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H. PAYMENT OF ADVANCE DEPOSIT FOR COMPANY SERVICE LINE AND METER

The Company shall permit payment of any required Residential Customer Advance for Construction of Company Service Line and Meter in equal installments over a period of at least four (4) months. Installation of the Company Service Line and Meter will commence upon receipt by the Company of initial monthly payment. Advance deposit for Company Service Line and Meter for all other customers will be paid prior to commencement of construction.

I. DELIVERY OF GAS SERVICE

1. The obligation of the Company to supply Gas Service shall be completed by the supplying of such Gas Service at the Point of Delivery. The responsibility of the Company for the quality of service and operation of its facilities ends at the Point of Delivery.

2. The Company will not be liable for any loss, damage, or injury whatsoever caused by leakage, escape, or loss of gas after it has passed the Point of Delivery, nor for defects in the Customer's appliances or household piping.

3. The Company shall only furnish, install, and maintain one connection from its Main, one Company Service Line from such connection to the Point of Delivery, and one Meter to the Customer for each class of service.

4. The Company shall not be obligated to supply natural gas service to a Customer for a portion of the natural gas requirements on the premises of the Customer, except pursuant to a special Natural Gas Service Agreement.

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J. PROPERTY OF THE COMPANY

All facilities furnished and installed by the Company on the premises or off the premises of the Customer for the supply of Gas Service to the Customer shall be and remain the exclusive property of the Company. All facilities located on the premises of the Customer which are or become the property of the Company shall be operated and maintained by and at the expense of the Company, may be replaced by the Company at any time, and may be removed by the Company upon termination of the Customer's Gas Service or upon discontinuance by the Company of Gas Service to the Customer for any reason.

K. CONTINUITY OF SERVICE

The Company will use reasonable diligence to supply continuous Gas Service, but does not guarantee the supply of Gas Service against irregularities or interruptions. In no event shall the Company be liable for damages from irregularities or interruptions of service caused by, but not limited to failure of facilities, breakdowns or injury to equipment, extra ordinary repairs, an act of God, public enemy, accidents, labor disturbances, strikes or their equivalent, sabotage, legal process, federal, state or municipal interferences and restraint by public authority, any emergency, or any cause beyond the Company's control.

L. RESTORATION OF SERVICE

1. In all cases of curtailment, irregularity, interruption, or suspension of Service, the Company will make every reasonable effort to restore Service without unnecessary delay.

2. The Company shall not be considered in default of supplying Gas Service to the Customer, and shall not otherwise be liable for any damage occasioned by any curtailment, irregularity, interruption, or suspension of Gas Service or any

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cause beyond the control of the Company. The Customer shall not be relieved from charges provided for in the Rate Schedules because of curtailment, irregularity, interruption, or suspension of Gas Service.

M. LIABILITY OF COMPANY

The Company shall not be considered in default and shall not otherwise be liable on account of any failure by the Company to perform any obligation if prevented from fulfilling such obligation by reason of any delivery delay, breakdown or failure of, or damage to, facilities, or natural gas facilities, or natural gas disturbance originating on or transmitted through natural gas systems with which the Company's system is interconnected, act of God or public enemy, strike, or other labor disturbance involving the Company or the Customer, civil, military or governmental authority, or any cause beyond the control of the Company.

SECTION 8 - DISTRIBUTION MAIN EXTENSION POLICY

A. RESIDENTIAL CUSTOMER EXTENSIONS

1. The Company shall make free extensions of its Mains where such extensions are necessary to render Gas Service to a Residential Customer or group of Residential Customers (hereinafter collectively referred to as "Residential Customer") or a subdivider or developer of lots for family dwelling unit(s) (hereinafter referred to as "Residential Developer"), whose premises are located within the area in which the Company has received a Certificate of Public Convenience and Necessity from the Commission, provided, however, the necessary extension does not require an expenditure by the Company in excess of the average embedded cost per customer for existing Mains as filed in the Schedule of Advance for Construction of Mains and Company Service Lines.

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2. This rule shall apply to the extension of Mains only and shall not be applicable to reinforcing high, intermediate or low pressure mains, or to tap pipelines in rural areas extended from transmission lines and gathering lines.

3. If, in the judgment of Company, any extension requires such extraordinary construction cost, or the prospective business therefrom is so meager that it is doubtful whether the business from the extension will pay a fair return sufficient to compensate for the extraordinary expenses involved, a cash contribution or a satisfactory guarantee of revenue through adjustment of the minimum bill provisions of the applicable rate may be required.

B. CUSTOMER ADVANCES FOR DISTRIBUTION MAIN EXTENSION

1. Customer Advances

If a contribution shall be required of Customer for a distribution system extension, such contribution must be paid in advance to Company before construction of the distribution main is started. The amount of the contribution required will be estimated by the Company. When the distribution extension has been completed, the actual cost of the extension will be compared with the estimated cost, and if the contribution advanced by the Customer is greater than the proper amount, the difference will be promptly refunded to Customer. If the actual cost is found to be greater than the estimated cost, Customer shall be required to pay the difference.

2. Refunds - Residential Developer

When, within a period of five (5) years from the date of installation of the extended Main, the Residential Developer or other Customer whose requirement is using gas as a primary fuel for space heating, is connected to the extended Main, and

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not to a further extension, the Company shall refund to the Residential Developer for each Customer, an amount equal to the average imbedded cost per customer at the time the Main is installed as filed in the Schedule of Customer Advances for Construction of Mains and Company Service Lines, provided, however, at no time shall the refund exceed the Customer advance for construction.

At the end of this five (5) year period, any remaining portion of Customer's deposit shall become a nonrefundable contribution in aid of construction and no additional Main tap charges from news applicants or extension allowances from the Company will be applicable to the Main extension.

3. Main Tap Charges-Residential Customer

Applicants requesting to be connected to a Main which was installed under a main extension agreement entered into after August 1, 1987, for which an advance deposit for construction was required, shall pay as a nonrefundable sum a Main tap charge if the request is made within a period of five (5) years from the date of such main extension agreement. The Main tap charge shall be an amount determined by dividing the total cost of the Main extension by the number of potential customers reasonably expected to take service from the Main extension, less the cost-free allowance per potential Customer as determined in Section A of the Schedule of Customer Advances for Construction of Mains and Company Service Lines. For purposes of this calculation the number of potential customers shall be that number established by the Company based on, but not limited to, information supplied by the applicant, a legal description of the area, maps, and the Company's experience in similar developments.

4. Refunds-Residential Customers

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If, within the period of five (5) years from the date of such main extension agreement for which an advance deposit for construction was required, additional customers are connected directly to the extension, and not to a further extension, the Company shall refund to the Residential Customer who made the deposit a pro rata share of an amount equal to the cost free allowance of Main extension, plus the Main tap charge collected for the additional Customers as required by this Section. This refunding procedure is intended to equalize the required deposit per Customer after all potential Customers are connected to and served from the Main extension within a period of five (5) years from the date of such Main extension agreement. In the event a group of Residential Customers request Gas Service and make the required Customer advance for construction the group of Residential Customers may, at their discretion, appoint a financial institution as their agent for the acceptance of any and all refunds from the Company.

At the end of this five (5) year period, any remaining portion of Customer's deposit shall become a nonrefundable contribution in aid of construction and no additional main tap charges from new applicants or extension allowances from the Company will be applicable to the Main extension.

5. Modification of Schedule I, Section 8 B. 1. and 2.: Customer Advances for Distribution, Main and Service Extensions

When a Residential Customer or Residential Developer or Builder requests an extension of the Company's main and service lines, at its option, the Company may agree to waive the actual upfront costs of constructing its distribution main and service extensions, provided, however, if the Residential Customer or Residential Developer or Builder has not built a home whose requirement is using gas as a primary fuel for space and water heating on each lot in which the Company has provided an extension within five (5) years from the date of installation of the extended main and service

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lines, then the Residential Customer or Residential Developer or Builder shall pay the Company the average imbedded cost per customer at the time facilities are installed, as filed in the schedule of Customer Advances for Construction of Mains and Company Service Lines for each of the lots remaining undeveloped. The Company and the Residential Customer or Residential Developer or Builder shall enter into an agreement which provides for the specific payments to be made by the customer, developer or builder who has failed to build within the above mentioned five (5) year period, however, nothing in said agreement shall require a payment to the Company which exceeds the actual cost incurred by the Company.

C. COMMERCIAL AND INDUSTRIAL CUSTOMER

Extensions of Company's Main to supply a Commercial Customer or Industrial Customer with Gas Service shall be made in accordance with individual contracts between such Customer and Company based upon the amount, character and permanency of the gas requirements.

D. GATHERING LINE EXTENSION/ABANDONMENT PROCEDURES

The Company may supply the Gas requirements to a Customer along its gathering lines when the Company determines in its sole discretion that it has adequate capacity available and the Customer will not in the immediate future be deprived of Gas Service through abandonment or relocation of such lines. In the event Company abandons or relocates such lines, the Company will give ninety (90) days written notice to Customer of its intention to do so. New Customers shall be advised of this abandonment provision at the time of application.

E. BASIS OF DETERMINING COSTS

The term "cost" or "actual cost" as used in this Section 8 will be the installed cost of

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the Main, (the formula includes only costs which are properly included in FERC accounts 374, 375, 376, 378 and 387).

F. DETERMINATION OF FREE LIMIT

The distance of the Customer's premises from the nearest existing Main having a capacity sufficient to provide adequate Gas Service to the Customer and to other Customers to be connected thereto shall be used in determining the estimated full cost of extending such Main and as a basis for determining the amount of the Customer advance for construction. Distances shall be measured along streets and alleys and not across private property. In rural area, distances may be measured across private property if Customer provides right-of-way satisfactory to the Company.

G. RIGHT-OF-WAY AND FRANCHISE LIMITATIONS

The Company shall not be required to purchase private right-of-way for the purpose of making extensions of Mains to the premises of the Customers. Where necessary, the Company shall endeavor to secure franchise rights from a municipality to cover extensions requested.

H. EXTENSIONS ON UNIMPROVED STREET, ALLEYS OR UTILITY EASEMENTS

Company shall not be required to construct any extension of Mains in any streets, alleys or utility easements for which the property lines, lot corner, sidewalk lines and curb lines have not been established by the municipality, nor on any streets or alleys which have not been previously graded and staked except where, although the street or alley is ungraded, the grade shall have been established and the contour of the ground shall not be more than six (6) inches above or below the established grade at the proposed locations of Company's Mains.

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I. EXTENSIONS, PROPERTY OF COMPANY

All extensions made under these rules shall at all times be and remain the property of the Company.

J. FACILITIES AND EQUIPMENT ON CUSTOMER'S PREMISES

If, in order to serve the Customer or a group of Customers, it is found necessary or desirable for the Company to install, on the Customer's property, Meters, Company Service Lines, Mains, or other apparatus, Customer shall furnish, without cost to Company, sufficient and adequate space for such installation. The Customer shall also furnish, without cost to Company, right-of-way over the Customer's property for the Company Mains or other facilities necessary to service the Customer. Where Customer is not the owner of the premises to be served, written consent of the owner shall be furnished to the Company on a form provided for that purpose.

K. PAYMENT OF ADVANCE DEPOSIT FOR MAIN

The Company shall permit payment of any required Residential Customer Advance for Construction of Main in equal installments over a period of at least four (4) months. Installation of the main will not commence until the required advance payment for the Main is received by the Company.

L. SPECIAL OR ADDITIONAL EQUIPMENT OR FACILITIES

When the Customer's load requirements are unusually large or otherwise necessitate a substantial investment by the Company in special or additional equipment or facilities to

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serve the Customer's requirements, the Company may require a service agreement to be for an initial term of more than one year and a contribution sufficient to secure the Company's investment. If terminated or cancelled prior to fulfillment of the contract, the payment by the Customer shall be forfeited in the amount as may be necessary to protect the investment of the Company.

M. NATURAL GAS SERVICE TO MOBILE HOMES

In all communities served with natural gas by Company at points on the existing facilities located within service area.

1. Service to individual mobile homes on city or suburban lots:

Service to individual mobile homes will be provided under the same rates, rules and regulations available to other residential service customers.

2. Service to mobile homes in mobile home courts:

a. Service to mobile homes in mobile home courts will be provided under the same rates, rules and regulations available to other residential service customers, subject, however, to the following additional conditions:

The term "mobile home" shall include any vehicular, portable structure built on a chassis and designed to be used without a permanent foundation as a dwelling when connected to water supply, sewage disposal and electric distribution systems. Each mobile home must be located in a duly licensed mobile home court which shall be used exclusively or primarily as a site for the

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temporary or the permanent parking and occupancy of mobile homes.

The mobile home must be permanent as indicated by well defined streets and driveways, walkways and orderly arranged slabs for mobile home parking, constructed of concrete or acceptable hard surface, and there shall be individual, semi-permanent water, sewer and electrical connections to each mobile home site.

Service will not be extended to any such mobile home unless all gas-burning appliances which are served by a single or common mobile home fuel system, including space heaters, are converted to the use of natural gas.

b. Service to a mobile home site that complies with the aforementioned specifications shall be in the name of the owner of each such mobile home, provided that if a mobile home site is designated for occasional or short-term occupancy, service thereto shall be in the name of the owner or operator of the mobile home court.

c. The Company will extend gas distribution mains to the sites in a mobile home court and will determine the length of the free extension pursuant to Schedule III of the Company's tariffs.

SECTION 9 - METERING

A. CUSTOMER'S INSTALLATION

If a Meter is to be installed on premises not heretofore supplied with natural gas by the Company, the Customer shall furnish and install at their expense the necessary piping, appliances, and appurtenances necessary to receive Service which shall meet the requirements

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of the National Fuel Gas Code, or other governing codes applicable to the area. In instances where large commercial and large industrial customers install a customer yard line or lines to receive service, it shall be furnished and installed by the customer at their expense. The Customer Yard Line shall meet the applicable specifications of the Company.

B. ADDED CAPACITY REQUIRING METERING CHANGES

If heavy duty appliances or facilities requiring added capacity for Company Mains, Meters or Company Service Lines supplying Gas Service are to be installed on premises heretofore supplied with Gas Service by Company, additional gas capacity on Customer's side of Point of Delivery shall be provided at Customer's expense and in accordance with Company's standards. Additional capacity by Company will be furnished pursuant to these Rules and Regulations.

C. RELOCATION OF METERS

1. If changes that involve the replacement or relocation of Company facilities are made necessary by a customer request or actions of a customer, such installation shall be provided at Customer's expense in accordance with the Company's standards. If Customers elect to change the location of Company facilities for any reason other than as stated in this Schedule I, Section 9, C. 1., the cost of such changes shall be borne by the Customer and shall be done in accordance with the Company's standards.

2. If Customers elect to change the location of facilities for any reason other than as stated in this Schedule I, Section 9, C. 1., the cost of such changes shall be borne by the Customer and shall be done in accordance with the Company's standards.

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D. MULTI-METERING INSTALLATIONS

The Company will eliminate, on a prospective basis, the practice of providing Natural Gas Service to more than one Customer in a multiple residential complex through a single metering point. Separate applications for Natural Gas Service will be made and separate Meters installed for each family dwelling unit within a multiple residential complex. The Meters will be served from one service line connected to the Company's Main, providing the service line can be of sufficient size to furnish an ample supply to all Customers. Customer's Service Lines shall be so arranged as to permit the installation of Company's Meters immediately adjacent to each other.

E. COMPLIANCE WITH SAFETY REQUIREMENTS

Customer Fuel Lines, piping and all appliances and appurtenances and the installation thereof for the reception and control of gas delivered to Customer, shall be of types approved by the Company and shall meet the requirements of the National Fuel Gas Code, or other applicable gas codes.

F. METER SEALS

Seals shall be placed on all Meters or Meter enclosures by Company and such seals shall not be broken or disturbed by anyone other than authorized representatives of the Company.

G. METER ACCURACY AND TESTING

1. The accuracy and testing of Meters shall be in accordance with these Rules and Regulations.

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2. Whenever any test, by the Company or by the Commission, of a Meter while in Service or upon its removal from Service shall show such meter to be inaccurate by an average amount exceeding two (2%) percent fast or two (2%) percent slow, the following provisions for the adjustment of the gas service bill shall be observed.

a. The inaccuracy found shall be considered for the purpose of these rules to have existed for not more than six (6) months preceding the test or for the time the Meter has been in Service at the location if less than six (6) months, or from the actual time the Meter became damaged or otherwise inaccurate if such time can be positively determined and is less than six (6) months prior to the time of the test.

b. If the accuracy of the Meter used by the Customer is found to be inaccurate by an average amount exceeding two (2%) percent fast, the Company shall refund, by credit to the Customer's utility bill, at the current tariffs with the Commission, the overcharge based upon the Meter being corrected to zero error for overcharged amounts of one dollar (\$1.00) or more.

c. If the accuracy of the Meter used by the Customer is found to be inaccurate by an average amount exceeding two (2%) percent slow the Company shall render a utility bill at the then current tariff filed with the Commission for the additional gas consumed based upon the Meter being corrected to zero error. Such action may be taken, however, only in cases where the bill for estimated inaccuracy amounts to one (\$1.00) dollar or more, and all such bills shall be conditional upon the Company's not being at fault for allowing the inaccurate Meter to remain in service. The Company shall in no case render a bill for inaccuracy where a Meter has been found to be slow, unless the particular Meter has been tested in conformity with the provisions of this Section.

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d. In the case of a non-registering Meter, if the meter is found not to register for any period, Company shall estimate the utility service used during this period in accordance with Section 4.F. ESTIMATING PROCEDURES.

H. SPECIAL METER TESTS

In the event a Customer requests the Company to test a Meter, the Customer shall deposit with the Company a Meter Test Fee as filed in the Schedule of Service Fees. If the Meter is found to be within the accuracy limits established, as referred to in Schedule I, Section 9, G. 2. the entire Meter Test Fee will be retained in order to help defray the Company's expense in testing the Meter. In all other cases, the Meter Test Fee shall be refunded to the Customer.

SECTION 10 - GENERAL CLAUSES

A. WAIVER

Waiver by the Company with respect to any default by a Customer in complying with provisions of these Rules and Regulations shall not be deemed to be a waiver with respect to any other or subsequent default by such Customer.

B. LEGAL NOTICES BETWEEN CUSTOMER AND COMPANY

All notices addressed to the Company shall be in writing and no telephone communications shall be considered as proper notice unless otherwise specifically provided for in these Rules and Regulations. If oral orders are taken in person or over a telephone by

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an agent of the Company, it is done for the convenience of the Customer and at the Customer's risk. The Company is not responsible for error, delay or expense resulting from such procedure, but the Company shall exercise reasonable diligence in carrying out telephone communications from the Customer.

C. AUTHORITY AND WAIVER

The requirements contained in these Rules and regulations may be waived in individual cases by the Commission upon written request by the Company and a showing that compliance with the requirement would serve the interests of neither the Company nor the Customer. No representative, agent, or employee of the Company shall otherwise have the authority to amend, alter, or waive any of Company's Rules and Regulations or bind the Company by promises or representations.

D. REQUEST FOR INVESTIGATION

If Customer feels that Service is not adequate and sufficient, the Company should first be advised, as soon as possible, in writing, of the nature of the complaint so that a proper investigation may be conducted.

E. DELIVERY PRESSURE AT METER

1. In most cases Customers receiving gas service under the classification of General Gas Service, as defined in Commission's Rule K.A.R. 82-3-3a, shall be supplied with gas at a pressure between the limits of two (2) ounces and seven (7) ounces per square inch gauge at the point of delivery, but the Company shall correct the pressure to four (4) ounces per square inch gauge for billing purposes.

2. When it is necessary to provide gas service at a pressure greater than

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seven (7) ounces per square inch gauge at the point of delivery to satisfy the Customer's gas requirements, the Company may correct such higher pressure to four (4) ounces per square inch gauge for billing purposes.

F. QUALITY

The Company shall not sell Gas to its Customer having a heating value lower than nine hundred fifty (950) nor higher than one thousand one hundred (1100) British Thermal Units per cubic foot, except by permission of the Commission.

SECTION 11 - CURTAILMENT OF GAS SERVICE

A. ORDER OF PRIORITIES

1. The Company may fully or partially restrict service to Customers when, in the Company's sole determination, restriction is necessary to protect the supply and/or delivery of gas to Customers with higher priority uses. Services will be curtailed in accordance with the order of priorities set forth below, beginning with interruptible service and descending as required.

a. All transportation Customers, Interruptible or Firm, who do not have proof of either firm interstate pipeline capacity to transport gas to a point located on Company's facilities or a gas supply at the point located on Company's facilities.

b. Interruptible Service Customers that have proof of firm interstate pipeline capacity.

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- c. Industrial Firm Sales and Transportation Customers with annual volumes of 30,000 CCF or greater.
- d. Commercial Firm Sales and Transportation Customers with annual volumes of 30,000 CCF or greater.
- e. Essential Agricultural Use Sales and Transportation Customers with annual volumes of 30,000 CCF or greater.
- f. Industrial Firm Sales with annual volumes less than 30,000 CCF.
- g. Commercial Firm Sales with annual volumes less than 30,000 CCF.
- h. Essential Agricultural Use Sales with annual volumes less than 30,000 CCF.
- i. Schools and Hospitals on Firm Sales or Transportation Service.
- j. Residential Customers on Firm Sales or Transportation Service.

2. Notwithstanding the provisions of this paragraph, the Company shall not be liable for any costs, penalties, or damages that may result to Customers or any other person, firm or corporation by reason of the Company's limiting annual, monthly or peak day volumes or by curtailing service in accordance with the above order of priorities which may be deemed practicable under existing conditions by Company. Company will make reasonable effort to deliver plant protection volumes to firm industrial Customers sufficient to prevent damage to facilities or danger to personnel. This includes the protection of such material in process as would otherwise be destroyed, but does not include deliveries required to maintain plant protection.

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3. In addition to all other provisions of these Rules and Regulations which apply to transportation and other services performed by the Company, certain operational considerations and constraints enumerated in this Schedule I, Section 11 apply to transportation services.

Notice of a service restriction shall be provided as far in advance as practicable and may be changed by Company as conditions warrant. Notice shall be given to each affected Customer by telephone or in writing; including facsimile and, with the Customer's agreement, electronic mail. Notification of the Customer's agent shall fulfill the requirement of this paragraph whenever the Customer's usage is aggregated for balancing. During emergency situations, Company may use commercial radio and/or television to notify Customers.

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SECTION 12 - TRANSPORTATION SERVICES

A. AVAILABILITY

Available in all divisions within the State of Kansas. This service is available to any gas sales Customer with an expected annual usage of at least 15,000 CCF per year, on an individual or multiple service(s) at the same premise or contiguous property, who has purchased its own supply of natural gas and requires transportation by the Company to the Customer's facilities. This service is also available to approved, separately metered school facilities dedicated to the education of students between kindergarten and grade twelve (12). However, the threshold exemption is not applicable to day care facilities, pre-schools, post secondary institutions, for-profit schools, residences, or churches.

Qualifications for this rate schedule shall be reviewed by June 1 each year. A Customer may be removed from this rate schedule effective November 1 if the Customer's annual usage during the twelve (12) most recent billing periods ended April 30 is less than 15,000 CCF. The Customer shall be returned to this rate schedule, upon request, after re-establishing a peak delivery of at least 15,000 CCF.

B. APPLICABILITY

Applicable to any Customer who has acquired their own supply of natural gas and requires transportation by the Company to the Customer's facilities. Service is subject to suitable availability to existing facilities and shall be in accordance with a Transportation Service Agreement of not less than one (1) year. Service is provided in accordance with the requirements of the rate schedule, terms and conditions, volume determination methodology and rules and regulations as set forth herein and as required by the Commission. Transportation Service is not applicable to resale service.

End Users who elect to return to firm or interruptible sales service with the Company must give thirty (30) days written notice prior to the selected effective date. If the End User decides to return to firm or interruptible transportation service in the future, then the Customer must give the Company thirty (30) days written notice prior to the first day of the month that the Customer elects to commence transportation service.

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C. DEFINITION OF TERMS

1. Aggregation Service Agreement

An agreement between the Company and Shipper pursuant to which multiple End User Delivery Points within a common pipeline billing location may be aggregated for purposes of determining imbalances on the Company's System. Should the Interconnecting Party balance at a level lower than billing location, the Agreement shall be modified to reflect the lower level.

2. Allocation(s)

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

3. Business Day

Business Day shall mean Monday, Tuesday, Wednesday, Thursday, or Friday, excluding Company recognized holidays.

4. Billing Pressure Base

14.65 p.s.i.a or other pressure base as agreed to under special contract.

5. CCF

One hundred (100) cubic feet of gas at a specific pressure base.

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6. Commission

The Kansas Corporation Commission.

7. Contract Period

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

8. Curtailement

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

9. Day

A period of twenty-four (24) consecutive hours, beginning at 9:00 a.m. Central Standard Time (or Central Daylight Time, as applicable) or such other consecutive 24 hour period as designated the Company.

10. Deliveries

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

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11. Delivery Point(s)

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

12. Electronic Metering Equipment or Electronic Flow Measurement Equipment

Electronic metering equipment, necessary to allow remote meter reading to be taken by the Company at the End User's Delivery Point(s). Such equipment shall be connected to an adequate power source and communication lines with installation and ongoing maintenance of the equipment being the responsibility of the End User.

13. End User

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

14. Equivalent Volumes

The sum of the volumes of gas, measured in CCF, at a specific pressure base received by the Company for the account of Shipper at the Receipt Point(s) during any given period of time, reduced by the System Loss and, if applicable, by the pro rata share for the Shipper for Fuel Gas.

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<p>15. <u>Fuel Gas</u></p>	
<p>A volume of gas, stated in terms of a percentage of volumes, received on behalf of Shipper at the Receipt Point, required to accomplish the transportation service hereunder. Said percentage shall be computed by the Company as often as deemed is necessary by the Company for a reasonably accurate determination.</p>	
<p>16. <u>Gas Transportation Agency Agreement</u></p>	
<p>An agreement whereby End User assigns the balancing, nomination, scheduling and delivery responsibilities under this tariff to a third party for the delivery of gas to the Company's Receipt Point(s) for transportation by the Company to the End User's Delivery Point(s).</p>	
<p>17. <u>Imbalance</u></p>	
<p>The difference between the quantity of End User's gas at the Receipt Point(s), which may be allocated by the Interconnecting Party, less Fuel Gas, System Losses, and the quantity of gas delivered to the End User's Delivery Point(s). In the event that a Shipper has executed an Aggregation Service Agreement, the Delivery Points identified in the agreement shall be combined when determining the existence of an Imbalance.</p>	
<p>18. <u>Interconnecting Party</u></p>	
<p>The operator of the facilities immediately upstream of the point of interconnection between the facilities of the Company and the pipeline, residue plant, storage field or well head.</p>	

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19. Interruption

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

20. L.P.B.

Local Pressure Base.

21. Lost & Unaccounted for Gas (L&U)

See definition of System Losses on Sheet 83

22. Month

The period beginning at 9:00 a.m. Central Standard Time (or Central Daylight Time, as applicable) on first day of any calendar month and ending on the first day of the following calendar month at 9:00 a.m. Central Standard Time (or Central Daylight Time, as applicable).

23. Nominations

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

24. p.s.i.a.

Pressure in pounds per square inch absolute.

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25. Receipt Point(s)

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

26. Request for Gas Transportation Service

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

27. School

School facilities dedicated to the education of students between kindergarten and grade twelve (12). Does not include day care facilities, pre-schools, post secondary institutions, for-profit schools, residences, or churches.

28. Shipper

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

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29. System

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

30. System Losses

A volume of gas, stated in terms of a percentage of volumes, received on behalf of Shipper at the Receipt Point, to compensate for lost or otherwise unaccounted for gas during transportation of gas to End User's Delivery Point. Current rate may be found on "Purchased Gas Adjustment Sheet 1" on file with the Commission

31. Transportation Service Agreement

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

32. Year

A period of 365 consecutive days or 366 days if such period includes February 29, unless otherwise specified.

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D. END USER SERVICE REQUIREMENTS

1. Communication Line Installation & Maintenance

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

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

c. End User shall maintain the communication line and cause any interruption in service over the communication line to be repaired as soon as possible. End User will notify the Company in advance of any planned outages.

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d. In the event the communication line is out of service for a period of more than two (2) days, the End User shall take all necessary measures to ensure the communication line is reactivated and operational within a period not to exceed four (4) weeks. End User shall also be responsible for notifying Shipper of any communication outage.

e. During any period in which the communication line is out of service, Shipper shall nevertheless be responsible for complying with any Operational Flow Order issued by the Company or any applicable Interconnecting Party. Shipper shall likewise be responsible for making transportation nominations on behalf of the End User to the Company in accordance with the Company's scheduling and nomination procedures. If, following the four (4) week correction period, the Company is required to make site trips(s), in addition to the initial trip made by the Company to confirm the communication line outage and a final trip to synchronize the meter with the communication line, the Company shall charge End User for the service charges and other related charges that may be applicable as provided under the Schedule of Service Fees for rendering service in the Company's tariff.

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

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g. If the communication line is not returned to service within the period of time required herein, the Company shall treat all gas delivered subsequent to the four (4) week correction period and ending on the date End User communication line is operative as sales gas, and the Company shall no longer accept transportation nominations from Shipper for that Delivery Point. Such quantities shall be sold to End User at the Company's applicable sales tariff, in addition to the imbalance penalties that may be applicable for unauthorized usage during an Operational Flow Order, Interruption or Curtailment.

h. If technological advances produce Electronic Metering Equipment that can be read in a manner other than a communication line then the communication provisions herein will not be applicable where such technology can be utilized.

2. Electronic Metering Equipment

a. Each End User receiving transportation service shall be required to have usage metered and recorded electronically. The type of electronic metering necessary shall be determined by the type of measurement facilities required to serve the customer's needs. However, School accounts that meet the provisions of the Company's definition of a School are exempt from being required to install Electronic Metering Equipment. In addition, a grandfather clause exists for smaller use meters located on contiguous property that may have been aggregated in order to qualify for transportation service. In cases where these meters were receiving transportation service before February 1, 2004, these meters will not be required to install EFM equipment. However, any aggregated contiguous property meter that uses more than 15, 000 Ccf in any 12 month period, then that meter, and only that meter, will be required to install EFM equipment.

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

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

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d. When an EFM installation includes an electronic corrective device, and at the Customer's request, Company may provide a data link or contact closure meeting Company's Standards from Company's EFM to the Customer at the meter site so the Customer can receive data with the same type of output signal as Company. At the Customer's request, Company shall inspect and evaluate the Customer's connection during normal Company work hours.

e. A Customer shall hold Company harmless from all claims for trespass, injury to persons, or damage to laws, trees, shrubs, buildings or other property that may be caused by reason of installation, operation or replacement of the EFM or Customer connection and other necessary equipment to serve the Customer unless it shall be affirmatively proved that the injury to persons or damage to property complained of has been caused by willful default or negligence on the part of Company or its accredited personnel.

All provisions of this tariff are subject to changes by Order of the Commission.

E. OTHER END USER TERMS & CONDITIONS

1. Curtailment & Interruptions

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

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b. 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 higher priority 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 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; for any causes due to Force Majeure and for any other necessary or expedient reason at the discretion of the Company.

c. All curtailments or interruptions shall be in accordance with and subject to the Company's "Curtailment Plan" as contained in its Rules and Regulations as filed with and approved by the Commission.

2. Transportation Service Agreement & Gas Transportation Agency Agreement

a. Service under this rate schedule shall be performed under a written Transportation Service Agreement between the End User and the Company setting forth specific arrangements as to the volumes to be transported by Company for End User included by not limited to Receipt Points, Delivery Points, methods of metering, timing of receipts and deliveries of gas by Company, and any other matters relating to individual End User circumstances. In no case will Company be obligated to transport greater quantities hereunder than those specified in the Transportation Service Agreement between End User and Company. All volumes of natural gas transported hereunder shall be of the same quality and meet the same specifications as that delivered to Company by its Interconnecting Party.

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

F. SHIPPER RESPONSIBILITIES

1. Imbalance Provision

Shipper will be required to balance nominations with deliveries and usage on the Company's System.

A. To the extent that information gathered through EFM equipment is sufficient and the Company's nomination & scheduling procedures mirror the Interconnecting Pipeline, the primary methodology for calculating imbalances on the Company's System will be governed by the balancing provisions of the Interconnecting Party where such Interconnecting Party is an upstream pipeline utilized by the Shipper to deliver gas to the Company's Receipt Point. Balancing fees, scheduling fees and/or penalties shall be assessed by the Company at the Interconnecting Party's tariff rates approved by, and subject to change by, the appropriate regulatory authority. Such fees may be assessed on a monthly, hourly and/or daily basis. To the extent there is insufficient usage data for End User available to the Company to allow it to make the necessary calculation of an imbalance under the Interconnecting Party's balancing provisions, resolution of any such imbalance shall be governed by the procedures set for in section (C) below.

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B. In situations where the Shipper does not utilize an upstream pipeline as the Interconnecting Party delivering gas to the Company's Receipt Point but where an upstream pipeline is nevertheless utilized by the Company to accommodate the Shipper's imbalance and the EFM equipment is sufficient to gather the data necessary to utilize upstream balancing provisions, the balancing provisions of such upstream pipeline shall be applied as described in section (A) above.

C. In situations where transportation service does not involve an Interconnecting Party with imbalance settling procedures or where the Company is unable to replicate the appropriate Interconnecting Pipeline's Imbalance procedures, then the following procedures shall apply to all transportation accounts except for School accounts that meet the provisions of the Company's definition of a School:

Where the Imbalance is negative (Company's adjusted deliveries to the Shipper exceed receipts from the Shipper), Shipper payment to the Company for the imbalance shall be as follows:

a. 1.0 times the highest weekly index (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) for each MMBtu of cumulative imbalance up to 5%.

b. 1.2 times the highest weekly index (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) for each MMBtu of imbalance which is greater than 5% up to and including 10%.

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c. 1.4 times the highest weekly index (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) for each MMBtu of imbalance which is greater than 10%.

Where the Imbalance is positive (Company's adjusted receipts for the Shipper exceed deliveries to the Shipper), Company's payment to the Shipper for the imbalance shall be as follows:

a. 1.0 times the lowest weekly index (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) for each MMBtu of cumulative imbalance up to 5%.

b. 0.8 times the lowest weekly index (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) for each MMBtu of imbalance which is greater than 5% up to and including 10%.

c. 0.6 times the lowest weekly index (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) for each MMBtu of imbalance which is greater than 10%.

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In situations where transportation service does not involve an Interconnecting Party with imbalance settling procedures or where the company is unable to replicate the appropriate Interconnecting Pipeline's Imbalance procedures, then the following procedures shall apply to School accounts that meet the provisions of the Company's definition of a School:

Where the Imbalance is negative (Company's adjusted deliveries to the Shipper exceed receipts from the Shipper, Shipper payment to the Company for the imbalance shall be as follows:

- a. 1.0 times the highest weekly index (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) for each MMBtu of cumulative imbalance up to 10%
- b. 1.2 times the highest weekly index (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) for each MMBtu of imbalance which is greater than 10% up to and including 15%.
- c. 1.4 times the highest weekly index (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) for each MMBtu of imbalance which is greater than 15%.

Where the imbalance is positive (Company's adjusted receipts for the Shipper exceed deliveries to the Shipper), Company's payment to the shipper for the imbalance shall be as follows:

- a. 1.0 times the lowest weekly index (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) for each MMBtu of cumulative imbalance up to 10%.
- b. 0.8 times the lowest weekly index (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) for each MMBtu of imbalance which is greater than 10% up to and including 15%.
- c. 0.6 times the lowest weekly index (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) for each MMBtu of imbalance which is greater than 15%.

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D. Where, during the period of curtailment or allocations of authorized deliveries under Schedule I, Section 11 of these Rules and Regulations, any daily imbalance as a result of transportation Customer delivering or causing delivery to the Company of a quantity of gas during any day which, after appropriate reductions, is less than the quantity of gas taken from the Company during the same day by an amount larger than five (5%) of the quantity delivered to the Company or 500 CCF, whichever is greater, the Company shall charge Shipper a daily Overrun Penalty for each CCF of unauthorized overrun deliveries as follows:

- a. \$0.50 for each CCF which exceeds authorized delivery levels by more than 5% to 10%
- b. \$1.00 for each CCF which exceeds authorized delivery levels by more than 10% to 15%
- c. \$1.50 for each CCF which exceeds authorized delivery levels by more than 15%

E. Shippers who have executed an Aggregation Service Agreement will have the Receipt Points and Deliver Points identified in the Aggregation Service Agreement combined for purposes of applying imbalance provisions herein.

F. The Company shall have the right to itself take, or require Shipper to take, such actions of whatever nature as may be required to correct daily or monthly imbalances which threaten the integrity of the Company's system, or Company's firm storage, including maintenance of service to other Customers.

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G. Notwithstanding any other provisions of these rules and regulations or any of the Company's transportation rate schedules, any receipt of gas by the Company to be transported and delivered and any gas so received is subject to the service provisions of other rate schedules which require the Company's facilities to be used to make deliveries to high priority Customers.

H. If the Company's system capacity is inadequate to meet all of its other demands for sales and transportation service, the services supplied under this schedule will be curtailed in accordance with the Curtailment of Gas of Service rules in the Company's General Terms and Conditions.

I. If a supply deficiency occurs in the volume of gas available to the Company for resale, and the Shipper's supply delivered to the Company for transportation continues to be available, then the Shipper may continue to receive full transportation service even though sales gas of the same priority is being curtailed.

J. The determination of system capacity limitations shall be in the sole discretion of the Company reasonably exercised. If capacity limitations restrict the volume of gas which the Shipper desires to be transported, the Shipper or End User may request the Company to make reasonable enlargements in its existing facilities, which requests the Company may not unreasonably refuse, provided that the actual cost (including indirect costs) of such system enlargements are borne by the Shipper or End User. Title to such expanded facilities shall be and remain in the Company free and clear of any lien or equity by the Customer. Nothing herein contained shall be construed as obligating the Company to construct any extension of its facilities.

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K. These balancing terms and conditions shall be applied by the Company in a nondiscriminatory manner and shall be applied uniformly to all similarly situated Shippers.

2. Operational Flow Order

Company will have the right to issue an Operational Flow Order ("OFO") that will require actions by Shipper to alleviate conditions that, in the sole judgment of the Company, jeopardize the operational integrity of Company's System required to maintain system reliability. Shipper shall be responsible for complying with the directives set forth in the OFO. Any charges derived below shall not be additive to charges derived during a period of curtailment or allocations of authorized deliveries.

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

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

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

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All volumes taken by End User in excess of volumes delivered by Interconnecting Party to Company for Shipper in violation of the above "condition (a)" OFO shall constitute an unauthorized delivery by Shipper on the Company's System. All volumes taken by Shipper less than volumes delivered by Interconnecting Party to Company for Shipper in violation of "condition (b)" OFO shall constitute an unauthorized delivery by Shipper to Company. Shipper shall be charged the greater of \$35.00 per Mcf for all unauthorized deliveries in excess of 3% of the nomination or 125% of the actual charge made to Company by the Interconnecting Party, plus any other charges applicable under this tariff for such unauthorized receipts or deliveries that occur during the OFO.

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

3. Scheduling of Receipts & Deliveries

A. At least ten (10) Days prior to the beginning of each Month, Shipper shall notify the Company, in a form approved by the Company, of the daily Equivalent Volumes for which transportation service is desired for each Day of the immediately following Month. Shipper will give Company at least twenty-four hours written or confirmed electronic notice of any subsequent changes to its scheduled daily deliveries of natural gas flow. Should the Shipper fail to cause End User's gas to be supplied to the Company for transportation service, Shipper will immediately notify the Company of this condition.

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B. Confirmation - The Company will confirm or deny monthly and daily nominations with the Interconnecting Party no later than one Business Day prior to gas flow. Nominations will not become effective until the Company has confirmed the nominated receipts with the Interconnecting Party. Shipper shall be responsible for verifying the availability of supplies from the Interconnecting Party prior to gas flow, and notify Interconnecting Party to make corresponding confirmations of supply to Company. Any discrepancy between Shipper's nominations to the Company and Shipper's nominations to the Interconnecting Party will result in Shipper receiving the lesser of these two quantities.

C. Delivery - Shipper will cause gas to be delivered to the Company by the Interconnecting Party at a constant flow rate throughout the day equal to an hourly flow rate of 1/24th of daily nomination. If gas is delivered to the Company by the Interconnecting Party at an inconsistent rate and Company operations are negatively affected, Company will have authority to restrict Shipper's quantities or adjust End User's nomination to an amount that will eliminate any such negative effect on the Company's operations.

D. Pressure at Receipt Points - The Shipper shall cause any gas delivered to the Company to be at pressure sufficient to effect receipt of the gas by the Company against the pressure prevailing from time to time.

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4. Quality

A. Unless otherwise specified in an executed Gas Purchase Agreement, all gas tendered to the Company at any receipt point for transportation hereunder shall conform to the following specifications:

(1) Liquids: The gas shall be free from hydrocarbons and water in their liquid state at the temperature and pressure delivered.

(2) Hydrogen Sulfide: The gas shall contain not more than one-quarter (1/4) grain of hydrogen sulfide per one hundred (100) cubic feet.

(3) Sulfur: The gas shall contain not more than twenty (20) grains to total sulfur per one hundred (100) cubic feet.

(4) Carbon Dioxide: The gas shall contain not more than one percent (1%) by volume of carbon dioxide.

(5) Temperature: The temperature of the gas at the point of delivery or receipt by Buyer shall not exceed one hundred twenty degrees (120) Fahrenheit.

(6) Oxygen: The gas shall not contain in excess of two-tenths of one percent (0.2%) by volume of oxygen.

(7) Water Vapor: The gas shall not contain in excess of seven (7) pounds of water in vapor phase per million cubic feet.

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(8) Dust, Gums, etc.: The gas shall be commercially free of dust, gums, dirt, impurities and other solid matter.

(9) Heating Value: The gas shall have a gross heating value of not less than nine hundred fifty (950) Btu per cubic foot unsaturated nor greater than one thousand one hundred (1100) Btu per cubic foot.

Notwithstanding the provisions of paragraphs (1) through (9) above, gas quality varies throughout segments of the Company's pipeline system based on the function of each segment. The quality of the gas delivered by Shipper to the Company must, in the Company's reasonable discretion, be compatible with the gas typically existing in the segment of the Company's pipeline into which Shipper makes delivery.

B. If, at any time, gas tendered to the Company for transportation shall fail to substantially conform to any of the applicable quality specifications and the Company notifies the Shipper of such deficiency, and such deficiency is not corrected with a reasonable period of time, the Company may, at its option, refuse to accept delivery pending correction of the deficiency by Shipper or continue to accept delivery and make such changes necessary to cause the gas to conform to such specifications, in which event, prior to making such changes, the Company shall provide Shipper with an estimate of the costs that are expected to be incurred by the Company in effecting such changes and Shipper shall agree to reimburse the Company for all such costs incurred by the Company in effecting such changes; provided, however, that the Company may at any time refuse to accept delivery of gas which it considers to be unsafe or hazardous or to impair the operation or use of its facilities. Failure by Shipper to tender deliveries that conform to any of the applicable quality specifications shall not be construed to eliminate, or limit in any manner, the rights and obligations existing under any other provisions of an executed Gas Storage Agreement.

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C. The Company shall have the right to collect from all Shippers delivering gas to the Company at a common receipt point their volumetric pro rata share of the cost of any additional gas analysis and quality control equipment which the Company, at its sole discretion, determines is required to be installed at such receipt point to monitor the quality of gas delivered.

5. Measurement

A. The standard quantity for gas received and transported will be one million British thermal units (MMBtu) at a base pressure of the transporting pipeline at a temperature base of sixty (60) degrees Fahrenheit. The delivered quantity will be converted to hundred cubic feet (CCF) as the unit of measurement. In those instances where received and/or transported quantities are in thousand cubic feet (MCF), they will be converted to match the billing, or delivered, units.

B. All gas received, transported and delivered shall be measured at the Receipt Point by orifice meters or other acceptable methods to be installed, operated and maintained or caused to be installed, operated and maintained by the Company. Shippers shall make a non-refundable contribution to reimburse the Company for the cost of appropriate measurement equipment and installation thereof.

C. All gas received, transported and delivered shall be measured at the delivery point by existing meters which are installed, operated and maintained by the Company at such delivery points where the Shipper or Company purchases gas under an existing sales tariff.

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D. The volume of gas transported hereunder shall be measured at each point of Receipt and each point of Delivery in accordance with the following:

(1) Orifice meters, if utilized, shall be installed and operated in accordance with the recommendation prescribed in "Orifice Metering of Natural Gas", Gas Measurement Committee Report No. 3, dated April 1955, of the American Gas Association or such subsequent changes thereto as are mutually agreed upon.

(2) It is assumed and agreed that atmospheric pressure is 14.4 pounds per square inch absolute and that the Reynolds' number factor "Fr", the manometer factor "Fm", the orifice thermal factor "Fa", the gauge location factor "Fl", and the expansion factor "Y" each equal (1).

(3) The gas delivered hereunder shall be measured at prevailing meter pressures and the volumes thereof shall be computed on a base of 14.65 psia on a temperate base of sixty (60) degrees Fahrenheit. Whenever the conditions of pressure and temperature differ from the above standard, conversion of the volumes from these conditions to the stranded conditions shall be made in accordance with Ideal Gas Laws corrected for deviation from Boyle's Law, and in accordance with methods and tables generally recognized and commonly used in the gas industry and in compliance with applicable laws, rules and regulations of governmental authorities having jurisdiction.

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(4) Unless a determination of the actual temperature of the gas is made by the Company, the flowing temperature of the gas shall be assumed to be sixty (60) degrees Fahrenheit. Either party, at its option, may install a recording thermometer to properly record the temperature of the gas flowing through the meters, in which event the arithmetical average of the temperature recorded for each chart period shall be used in correcting the volume of gas measured during said period of said temperature base.

(5) Specific gravity determinations for the purpose of measurement computations shall be made annually, or as more often if found necessary in practice, at each meter in accordance with an approved method, and these determinations so made shall be used in calculating the volume of gas delivered hereunder.

(6) The deviation of the gas from Boyle's Law at the pressures, gravity and temperature under which said gas is delivered hereunder shall be determined by tests as often as is found necessary in practice. The apparatus and method to be used in making said test shall be in accordance with the recommendations of the National Bureau of Standards of the Department of Commerce or by other methods. Each test shall determine the corrections to be used in computations for the measurement of gas deliveries hereunder until the next test.

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(7) The Company shall periodically determine the gross heating value of the gas by the use of an accepted type calorimeter, for cubic foot of gas at a temperature of sixty (60) degrees Fahrenheit when saturated with water vapor and at an absolute pressure equivalent to thirty (30) inches of mercury at thirty-two (32) degrees Fahrenheit.

(8) Any Shipper shall have the right to inspect the Company's meters in the presence of representative of the Company and to ask for tests and witness the same, but Shipper in no way shall alter or in any manner disturb, manipulate or tamper with any of the Company's equipment. The Company shall test its meter periodically to verify the accuracy of such metering equipment. If, upon any test, any measuring equipment is found to be no more than two percent (2%) high or low, previous readings shall be considered correct in computing the deliveries of gas hereunder, but such equipment shall be adjusted at once to read accurately. If upon test, any measuring equipment is found to be inaccurate by an amount exceeding two percent (2%) at a reading corresponding to the average rate of flow for the period since the last preceding test, then any previous readings of such equipment shall be corrected to zero error for any period which is known definitely or agreed upon, but in case the period is not known definitely or agreed upon, such correction shall be for a period equal to one-half of the time elapsed since the date of the last test, not exceeding a correction period of thirty (30) days. All claims of either party as to the gas delivered and received otherwise than as shown by said meters must be submitted in writing by such respective party within one hundred eighty (180) days from the date of commencement of such claimed discrepancy.

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6. Warranty

Shipper hereby warrants that the title to all gas delivered by Shipper for transportation hereunder is free from all liens and adverse claims, including liens to secure payment of production taxes, severance taxes, and other taxes. Shipper at all times shall have the obligation to make settlements for all royalties due and payments to mineral and royalty owners and to make settlements with all other persons having any interest in the gas sold hereunder; and Shipper shall indemnify the Company and save it harmless from all suits, actions, debts, accounts, damages, costs, losses and expense arising out of or from adverse claims of any and all persons to said gas or to royalties, taxes, license fees, or charges thereon, which are applicable thereto or which may be levied and assessed thereon.

7. Force Majeure

A. In the event either the Company or its transportation Customer being rendered wholly or in part by force majeure unable to carry out their obligations to deliver or redeliver under this tariff, it is required that such party unable to render service must give notice and full particulars of such force majeure in writing or by facsimile to the other as soon as possible after the occurrence of the cases relied on, then the obligations, other than to make payments or amounts due hereunder, so far as they are affected by such force majeure, shall be suspended during the continuation of any liability so caused, but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch.

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B. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disputes, epidemics, landslides, lightning, earthquakes, fire, tornadoes, storms, floods, washouts, arrest and restraint of rules and ordinance or regulation promulgated by a government authority having jurisdiction, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, sudden partial or sudden entire failure of wells, failure to obtain materials and supplies due to government regulations, and causes of like or similar kind, whether herein enumerated or not, and not within the control of the party claiming suspension, and which by the exercise of due diligence shall not require settlement of strikes or labor disputes against the better judgment of the party having the dispute.

C. In the event of a system emergency in which the supply of natural gas available to the Company in any area is less than the amount required to meet the demands of its sales Customers in that area as to which the unavailability of natural gas will imperil human life or health, the Company may defer delivery of the Customer's gas received (deferred gas) for a period not to exceed ten days or as soon thereafter as the Company is able to obtain replacement gas for delivery to the Customer. The Company shall reimburse the Customer an amount equal to the verifiable actual replacement cost of any alternative fuel used by the Customer to replace natural gas purchased by Company, provided that such deferred gas would not otherwise have been curtailed pursuant to the curtailment rules of the Company, applicable to the Customer during the Company as a purchased gas expense. The Company shall use its best efforts to notify the Customer 24 hours in advance of any such deferral, but shall not be liable for failure to give such advance notice when circumstances do not permit.

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8. Source of Gas

In the event any potential Shipper desires to receive transportation service provided by the Company and the gas to be purchased by the Shipper and transported by the Company would be purchased by Shipper from a person, firm, partnership, corporation, or any other entity with which the Company has, prior to April 1, 1988, contracted to purchase gas for system supply under terms which require the Company to purchase gas without regard to the existence of or failure of markets in which to resell gas, the Company may, in its sole discretion, refuse to receive and transport such gas on behalf of Shipper unless and until the entity from which Shipper intends to purchase gas agrees, in writing, to credit the Company's purchase requirements to the extent of all volumes of gas actually purchased from said entity by Shipper and transported by the Company.

G. OTHER END USER & SHIPPER TERMS & CONDITIONS

1. Billing & Payment

Statements for transportation of End User's gas shall be rendered by the Company to the End User each month following delivery. If the End User fails to pay for the service provided under any tariff of the Company, then the Company may discontinue service in accordance with the Commission's rules and regulations governing natural gas service.

Statements for service rendered hereunder shall be deemed delinquent if payment is not received by the Company within fifteen (15) days after date of billing.

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A late payment charge in an amount equal to two percent (2%) of the statement total will be added to any delinquent bill.

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

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

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

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2. Unavailability of Transportation Service

If End User returns or is converted to gas sales service, transportation service shall not be available to End User for a period of twelve (12) months. This provision may be waived by the Company in the event End User's unaffiliated Shipper fails to perform under the terms of the Gas Transportation Agency Agreement or Aggregation Service Agreement.

3. Conflicts

In the event any provision of an executed Transportation Service Agreement or Aggregation Service Agreement between the Company and a Shipper conflicts with or is inconsistent with any provision of these Rules and Regulations, the provisions of the executed Transportation Service Agreement shall control if the agreement has been approved by the Commission.

4. Shipper Confidentiality

All customer specific information will be treated as confidential and will not be released to any other party outside of the Company, except as necessary to provide service, without specific customer approval. Customer specific information will include all billing statement information, usage data and customer supplier/broker information. The Company shall notify the customer of any request to disclose such information and shall not disclose such information except upon consent by customer or upon order or requirement issued by a duly constituted authority.

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5. Other Provisions

It will be the responsibility of the Customer to pay all costs for additional facilities and/or equipment which may be required as a result of receiving transportation under this Transportation Tariff Rate (additional facilities may be required to allow for changing from weekly or monthly meter readings to a daily meter record for the billing period).

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SCHEDULE II - SCHEDULE OF SERVICE FEES

Applicability: Service Fees may be collected by Company from its Customers under the circumstances and in the amount hereinafter set forth:

A. METER READING FEE

In the event the Customer does not furnish a required meter reading for two (2) consecutive billing periods, the Company may read the Meter and the Company will require a Meter Reading fee of \$5.00.

B. WORTHLESS CHECK CHARGE

The Company may require for each Customer check returned for insufficient funds a Worthless Check Charge not to exceed the amount provided by K. S. A. 21-3707 or as thereafter amended (\$30.00).

C. INSUFFICIENT FUNDS CHARGE (ELECTRONIC TRANSACTION)

The Company may require for each Customer's electronic transaction reversed due to a lack of funds available an Insufficient Funds Charge not to exceed \$30.00.

D. COLLECTION CHARGE

When collection is made at the Customer's premises to avoid disconnection of Gas Service or Gas Service is discontinued because of non-payment of a Gas Service bill, the Company will require a Collection Charge of \$8.00.

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E. DISCONNECTION CHARGE DURING NORMAL BUSINESS HOURS

When Gas Service is disconnected for any of the reasons stated in Schedule I, Section 5, A. 1. of the Company Rules and Regulations, except when requested by the Customer, the Company will require a Disconnection Charge of \$8.00, but not both a collection charge and a disconnection charge.

F. RECONNECTION CHARGES DURING NORMAL BUSINESS HOURS

When Gas Service is reconnected during normal business hours, except when disconnected pursuant to Customer=s request, the Company will require a Reconnection Charge of \$15.00.

G. RECONNECTION CHARGE-MULTIPLE UNIT BUILDING OR MULTI-FAMILY DWELLING UNITS

When Gas Service is reconnected, except when disconnected pursuant to Customer=s request, to multiple unit buildings or multi-family dwelling units served by one Meter, a reconnection charge shall be made which shall be the greater of (a) \$15.00, or (b) \$3.00 per building or family dwelling unit.

H. METER TEST CHARGES

The Company, upon written request by a Customer, shall test the accuracy of the Meter used by the Customer provided the Meter has not been tested by the Company within one year previous to such test. The Customer will be required by the Company to make an advance deposit to cover the cost of the Meter test, which shall be in the following amounts:

- 1. Diaphragm displacement meters having a rated capacity of 300 cubic

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feet per hour or less \$10.00.

2. Diaphragm displacement meters have a rated capacity of exceeding 300 cubic feet per hour and not exceeding 1,000 cubic feet per hour \$37.50.

3. Diaphragm displacement meters having a rated capacity exceeding 1,000 cubic feet per hour \$50.00.

4. Rotary displacement meters-No charge.

5. Orifice meters-No charge.

I. TEMPORARY SERVICE FEE

Upon request of a Customer, the Company will provide a temporary service and a minimum charge of not less than \$25.00 shall be paid for such temporary service.

J. CREDIT/DEBIT/ATM CARDS

The Authorized Pay Agent may charge the customer an additional fee of \$3.95 per \$500 for the use of credit/debit/ATM cards.

Issued May 12 2008
Month Day Year

Effective July 8 2008
Month Day Year

By _____ VP-Reg & Public Affairs
Signature of Officer Title

Form RF

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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE III: Schedule of Customer Advances for Construction of Mains and Company Service Lines

ATMOS ENERGY CORPORATION

(Name of Issuing Utility)

ENTIRE SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 2 Sheets

SCHEDULE III - SCHEDULE OF CUSTOMER ADVANCES FOR CONSTRUCTION OF MAINS AND COMPANY SERVICE LINES

Applicability: Customer advances for Construction of Main, Company Service Lines, Meters and Meter Installation may be charged by Company from its customer under the circumstances and in the amount hereinafter set forth:

A. CUSTOMER ADVANCES FOR CONSTRUCTION OF MAIN

Whenever a customer pays to the Company the full Cost of a Main as a customer advance for construction, the Company shall refund for each Residential customer connected to such extended Main the average imbedded cost per customer at the time the Main is installed.

Computation Formula for determining average imbedded cost per customer:

- P/C = Average imbedded cost per customer - Mains = \$889.00.
- P = Kansas distribution plant in service for period ending December 31. (FPC Accounts Nos. 374, 375, 376, 378, 379 and 387, inclusive)
- C = Average number of customers for computation period.

B. CUSTOMER ADVANCES FOR CONSTRUCTION OF COMPANY SERVICE LINE, METER AND METER INSTALLATION

Whenever a customer pays to the Company the full cost of a Company Service Line, Meter and Meter Installation as a customer advance for construction, the Company shall refund for each Residential Customer connected to the company Service Line and Meter the average imbedded cost per customer at the time the Customer Service Line, Meter and Meter Installation is made.

Computation formula for determining average imbedded cost per customer:

- S/C = Average imbedded cost per customer - Services = \$673.00.

Issued May 12 2008
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Effective July 8 2008
 Month Day Year

By _____ VP-Reg & Public Affairs
 Signature of Officer Title

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE III: Schedule of Customer Advances for
Construction of Mains and Company Service Lines

ATMOS ENERGY CORPORATION

(Name of Issuing Utility)

ENTIRE SERVICE AREA

(Territory to which schedule is applicable)

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Sheet 2 of 2 Sheets

S = Service lines, meters and meter installation of Kansas Distribution plant in service for period December 31. (FPC Account Nos. 380, 381, 382, 383, 384 and 385).

C = Average number of customers for computation period.

C. COMPUTATION PERIOD

The computation period shall be the twelve-month period ending December 31.

D. REPORTING REQUIREMENTS

Annually, on or before May 1, the Company shall submit to the Commission the computed average imbedded cost per customer for Mains and for Company Service Lines, Meters and Meter Installations.

E. EFFECTIVE DATE

The computed average imbedded cost per customer (P/C or S/C) shall be effective upon the date of Commission approval.

Issued May 12 2008
Month Day Year

Effective July 8 2008
Month Day Year

By _____ VP-Reg & Public Affairs
Signature of Officer Title

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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE IV: Sales and Transportation Rates,

ATMOS ENERGY CORPORATION
(Name of Issuing Utility)

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(Territory to which schedule is applicable)

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Sheet 1 of 25 Sheets

SECTION 1 – GENERAL

A. COUNTIES/COMMUNITIES SERVED:

<u>County</u>	<u>City</u>
Allen	Elsmore
Allen	Savonburg
Barber	Hazelton
Bourbon	Fort Scott
Bourbon	Fulton
Bourbon	Hammond
Bourbon	Redfield
Chase	Cottonwood Falls
Chase	Strong City
Chautauqua	Cedar Vale
Chautauqua	Chautauqua
Chautauqua	Elgin
Chautauqua	Hewins
Chautauqua	Niotaze
Chautauqua	Peru
Chautauqua	Sedan
Coffey	Burlington
Coffey	LeRoy
Coffey	New Strawn
Crawford	McCune
Dickinson	Herington
Douglas	Eudora
Douglas	Lawrence
Elk	Elk Falls
Elk	Grenola
Elk	Longton
Elk	Moline

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By  Karen L. Miller
Signature of Officer Title

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Kansas Corporation Commission
July 30, 2010
/s/ Susan K. Duffy

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THE STATE CORPORATION COMMISSION OF KANSAS

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Sheet 2 of 25 Sheets

<u>County</u>	<u>City</u>
Grant	Hickock
Grant	Ulysses
Greenwood	Eureka
Greenwood	Fall River
Greenwood	Hamilton
Greenwood	Neal
Hamilton	Kendall
Hamilton	Syracuse
Harper	Anthony
Harper	Danville
Johnson	De Soto
Johnson	Gardner
Johnson	Lenexa
Johnson	New Century
Johnson	Olathe
Johnson	Overland Park
Johnson	Shawnee
Johnson	Spring Hill
Labette	Bartlett
Labette	Chetopa
Labette	Edna
Labette	Mound Valley
Leavenworth	Basehor
Leavenworth	Easton
Leavenworth	Jarbalo
Leavenworth	Leavenworth
Leavenworth	Linwood

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By *[Signature]* VP-Reg & Public Affairs
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<u>County</u>	<u>City</u>
Linn	Mound City
Linn	Pleasanton
Linn	Prescott
Marion	Aulne
Marion	Florence
Marion	Hillsboro
Marion	Lincolnton
Marion	Lost Springs
Marion	Marion
Marion	Marion Lake
Marion	Peabody
Marion	Pilsen
Marion	Ramona
Marion	Tampa
Miami	Hillsdale
Montgomery	Caney
Montgomery	Coffeyville
Montgomery	Dearing
Montgomery	Elk City
Montgomery	Havana
Montgomery	Independence
Montgomery	Liberty
Montgomery	Sycamore
Montgomery	Tyro
Morris	Council Grove
Morris	Delavan
Morris	White City
Morris	Wilsey
Morton	Unincorporated Irrigation

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<u>County</u>	<u>City</u>
Neosho	Galesburg
Neosho	Morehead
Neosho	Stark
Neosho	Thayer
Ness	Bazine
Ness	Ness City
Rush	Alexander
Rush	McCracken
Stanton	Johnson City
Stanton	Manter
Stevens	Unincorporated Irrigation
Sumner	Caldwell
Sumner	Hunnewell
Sumner	South Haven
Wilson	Altoona
Wilson	Benedict
Wilson	Buffalo
Wilson	Fredonia
Wilson	LaFontaine
Wilson	Neodesha
Woodson	Toronto
Woodson	Yates Center
Wyandotte	Bonner Springs
Wyandotte	Edwardsville
Wyandotte	Kansas City

B. COUNTIES SERVED AT WHOLESALE: NONE

C. RATES APPLICABLE TO WHOLESALE CUSTOMERS: NONE

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By  P-Reg & Public Affairs
Signature of Officer Title

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SECTION 2 – FIRM SALES SERVICE

A. Residential Sales Service (Rate Schedule 910)

1. APPLICABILITY

Available in and around the communities specified in the Section 1 A. to residential customers at a single location.

2. MONTHLY BILL

- a. Facilities Charge: \$15.50 per month
- b. Commodity Charge: \$.12953 per 100 cubic feet (Ccf) plus applicable adjustments and charges provided in the Company's PGA, WNA Schedules, and Customer Utilization Adjustment.

The minimum monthly bill shall be no less than the Facility Charge plus any applicable service charges.

3. BASIS OF MEASUREMENT

Natural gas delivered shall be measured at prevailing meter pressures and the volumes thereof shall be computed at a pressure base of 14.65 pounds per square inch at a temperature of 60 degrees Fahrenheit. The Company may assume that the gas delivered obeys Boyle's Law and atmospheric pressure is 14.4 pounds per square inch and the flowing temperature of the gas in the meter is 60 degrees Fahrenheit.

4. OTHER TERMS AND CONDITIONS

Service hereunder is subject to the Company's General Terms and Conditions for Service including Curtailment of Service, Service Fee Schedule and Schedule of Customer Advances for Construction of Mains and Company Service Lines as approved by the State Corporation Commission of the State of Kansas. *SAC*

Issued: July 1, 2010

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By

[Signature]
Signature of Officer

VP-Reg & Public Affairs
Title

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5. GAS LIGHTS

For all gas light services, the charge for such services shall be based on actual usage through a metered source at this tariff rate. For all unmetered gas light service, the Company may estimate and determine the appropriate consumption of the light and charge the applicable rate under this rate schedule.

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By  Sara Miller -Reg & Public Affairs
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B. Commercial/Public Authority (General) Sales Service (Rate Schedule 915)

1. APPLICABILITY

Available in and around the communities specified in the Section 1 A. to commercial and public authority customers at a single location.

2. MONTHLY BILL

- a. Facilities Charge: \$37.00 per month
- b. Commodity Charge: \$.12953 per 100 cubic feet (Ccf) plus applicable adjustments and charges provided in the Company's PGA, WNA Schedules and Customer Utilization Adjustment.

The minimum monthly bill shall be no less than the Facility Charge plus any applicable service charges.

3. BASIS OF MEASUREMENT

Natural gas delivered shall be measured at prevailing meter pressures and the volumes thereof shall be computed at a pressure base of 14.65 pounds per square inch at a temperature of 60 degrees Fahrenheit. The Company may assume that the gas delivered obeys Boyle's Law and atmospheric pressure is 14.4 pounds per square inch and the flowing temperature of the gas in the meter is 60 degrees Fahrenheit.

4. OTHER TERMS AND CONDITIONS

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5. GAS LIGHTS

For all gas light services, the charge for such services shall be based on actual usage through a metered source at this tariff rate. For all unmetered gas light service, the Company may estimate and determine the appropriate consumption of the light and charge the applicable rate under this rate schedule.

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By


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C. School Sales Service (Rate Schedule 920)

1. APPLICABILITY

Available in and around the communities specified in the Section 1 A. to state, county, city and private educational institutions or universities constructed before January 1, 1995 at a single location.

2. MONTHLY BILL

- a. Facilities Charge: \$37.00 per month
- b. Commodity Charge: \$.12953 per 100 cubic feet (Ccf) plus applicable adjustments and charges provided in the Company's PGA, WNA Schedules and Customer Utilization Adjustment.

The minimum monthly bill shall be no less than the Facility Charge plus any applicable service charges.

3. BASIS OF MEASUREMENT

Natural gas delivered shall be measured at prevailing meter pressures and the volumes thereof shall be computed at a pressure base of 14.65 pounds per square inch at a temperature of 60 degrees Fahrenheit. The Company may assume that the gas delivered obeys Boyle's Law and atmospheric pressure is 14.4 pounds per square inch and the flowing temperature of the gas in the meter is 60 degrees Fahrenheit.

4. OTHER TERMS AND CONDITIONS

Service hereunder is subject to the Company's General Terms and Conditions for Service including Curtailment of Service, Service Fee Schedule and Schedule of Customer Advances for Construction of Mains and Company Service Lines as approved by the State Corporation Commission of the State of Kansas.

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/s/ Susan K. Duffy

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D. Industrial Sales Service (Rate Schedule 930)

1. APPLICABILITY

Available in and around the communities specified in the Section 1 A. to industrial customers at a single location.

2. MONTHLY BILL

- a. Facilities Charge: \$70.00 per month
- b. Commodity Charge: \$.12953 per 100 cubic feet (Ccf)
plus applicable adjustments and charges provided in the Company's
PGA Schedules and Customer Utilization Adjustment.

The minimum monthly bill shall be no less than the Facility Charge plus any applicable service charges.

3. BASIS OF MEASUREMENT

Natural gas delivered shall be measured at prevailing meter pressures and the volumes thereof shall be computed at a pressure base of 14.65 pounds per square inch at a temperature of 60 degrees Fahrenheit. The Company may assume that the gas delivered obeys Boyle's Law and atmospheric pressure is 14.4 pounds per square inch and the flowing temperature of the gas in the meter is 60 degrees Fahrenheit.

4. OTHER TERMS AND CONDITIONS

Service hereunder is subject to the Company's General Terms and Conditions for Service including Curtailment of Service, Service Fee Schedule and Schedule of Customer Advances for Construction of Mains and Company Service Lines as approved by the State Corporation Commission of the State of Kansas.

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E. Small Generator Sales Service (Rate Schedule 940)

1. APPLICABILITY

Available in and around the communities specified in the Section 1 A. to commercial customers, at a single location, for separately metered electric generators of less than 20 kilowatts of capacity.

2. MONTHLY BILL

- a. Facilities Charge: \$37.50 per month
- b. Commodity Charge: \$.1500 per 100 cubic feet (Ccf)

plus applicable adjustments and charges provided in the Company's PGA Schedules. The minimum monthly bill shall be no less than the Facility Charge plus any applicable service charges.

3. BASIS OF MEASUREMENT

Natural gas delivered shall be measured at prevailing meter pressures and the volumes thereof shall be computed at a pressure base of 14.65 pounds per square inch at a temperature of 60 degrees Fahrenheit. The Company may assume that the gas delivered obeys Boyle's Law and atmospheric pressure is 14.4 pounds per square inch and the flowing temperature of the gas in the meter is 60 degrees Fahrenheit.

4. OTHER TERMS AND CONDITIONS

Service hereunder is subject to the Company's General Terms and Conditions for Service including Curtailment of Service, Service Fee Schedule and Schedule of Customer Advances for Construction of Mains and Company Service Lines as approved by the State Corporation Commission of the State of Kansas.

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F. Irrigation Engine Sales Service (Rate Schedule 965)

1. APPLICABILITY

Available in and around the communities specified in the Section 1 A. to engine irrigation customers at a single location.

2. MONTHLY BILL

- a. Facilities Charge: \$49.00 per month
- b. Commodity Charge: \$.08100 per 100 cubic feet (Ccf)
plus applicable adjustments and charges provided in the Company's
PGA Schedules and Customer Utilization Adjustment.

The minimum monthly bill shall be no less than the Facility Charge plus any applicable service charges.

3. BASIS OF MEASUREMENT

Natural gas delivered shall be measured at prevailing meter pressures and the volumes thereof shall be computed at a pressure base of 14.65 pounds per square inch at a temperature of 60 degrees Fahrenheit. The Company may assume that the gas delivered obeys Boyle's Law and atmospheric pressure is 14.4 pounds per square inch and the flowing temperature of the gas in the meter is 60 degrees Fahrenheit.

4. OTHER TERMS AND CONDITIONS

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SECTION 3 - INTERRUPTIBLE GAS SALES SERVICE

A. Large Industrial Sales Service (Rate Schedule 955)

1. APPLICABILITY

a. This rate schedule is available at the Company's option to any large volume user using at least 220,000 Ccf annually or customers using 1,000 Ccf per day during off peak periods. Customer shall have and maintain adequate standby facilities and fuel in order that gas deliveries may be curtailed in whole or in part at any time upon thirty minutes notice.

b. Those customers who were transporting gas on the Company's Rate Schedule 960 prior to September 1, 1995 will be grandfathered to this rate schedule.

c. Customers electing this service after September 1, 1995 must use at least 220,000 Ccf annually to continue service under this schedule. The Company may waive this condition if unusual circumstances exist. If the same customer uses less than 220,000 Ccf annually after the second year of service, the customer will be changed to Rate Schedule 930 or Rate Schedule 950.

2. CHARACTER OF SERVICE

a. Natural gas, with a heating value of approximately 100,000 BTU per Ccf, supplied through a single meter, at standard equipment utilization pressure, or such higher delivery pressure as approved by Company.

b. "Optional Gas" is the quantity of gas Customer agrees to purchase and Company agrees to deliver in any one day when Company has gas available and when Company's distribution system is suitable for such delivery.

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By *Karen Miller* Reg & Public Affairs
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c. "Firm Gas" is the daily quantity of gas delivered to a customer within that Customer's contract demand quantity, if any. Customers electing to receive firm gas under this rate schedule shall contract for a minimum of 500 Ccf per day. Customers served under Rate Schedule 950 prior to September 1, 1995 with a quantity of less than 500 Ccf shall be grandfathered. Firm gas is not subject to curtailment, except as described under the Priority of Service section of this rate schedule, and only then if all optional gas service has been curtailed first.

d. Company is also relieved of its obligation to deliver any gas under this schedule in the event of force majeure. Any curtailments which may be necessary under this rate schedule shall be made only after having given at least 30 minutes notice by telephone or otherwise unless due to reasons of force majeure.

3. INTERRUPTION AND CURTAILMENT OF OPTIONAL SERVICE:

a. Optional gas deliveries to customers served on this schedule may be interrupted or curtailed at any time such interruption or curtailment is necessary in order for Company to continue to supply the gas requirements of its other customers at such time. The Company will endeavor to notify in advance customers served on this schedule whenever a curtailment or interruption is required, and each such customer shall curtail his use of gas at the time and to the extent requested by the Company. Interruptions and curtailments may vary from time to time among customers, but shall be as equally apportioned as practicable.

b. "Unauthorized Use" is defined as the taking of any volume of optional gas by Customer during any period when the use of optional gas is curtailed in accordance with notice given by Company. Company shall bill, and Customer shall pay \$2.50 per Ccf for all volumes of unauthorized use gas in addition to the rate billed under this schedule.

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By

[Signature]

NP-Reg & Public Affairs
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/s/ Susan K. Duffy

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4. CONTRACT

- a. Customer shall contract for service hereunder for a term of not less than one (1) year. Upon the expiration of any contract term, the contract shall be automatically renewed for a period of one (1) year. At any time following the first contract year, service may be terminated by either party following at least six (6) months notice to the other party.
- b. A day, as used herein, shall be defined as a period of 24 consecutive hours designated by Company to coincide with applicable pipeline contract.

5. RATE

- a. Facilities Charge \$275.00 per month
- b. Commodity Charge \$\$.07140 First 20,000 Ccf per month
\$.06340 All over 20,000 Ccf per month

6. DEMAND RATE

- a. Demand Rate The sum of the reservation costs for which the Company has contracted with Southern Star Central Gas Pipeline, Inc., per Ccf of Contract Demand.
- b. Daily Demand Rate The Demand Rate divided by 30.4 days, per Ccf per day for all gas in excess of the Contract Demand level.

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By *[Signature]* Reg & Public Affairs
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7. MONTHLY BILL

The minimum monthly bill applicable at single address or location shall be the sum of the Facility Charge and the Demand Charge, Daily Demand Charge and the Commodity Charge as follows:

- a. The Demand Charge shall be the product of the demand level nominated by the Customer and the Demand Rate.
- b. The Daily Demand Charge shall be the product of the unauthorized volumes taken by Customer when curtailed by Company under this rate schedule on each day during the billing period in excess of the demand level nominated by the Customer and the Daily Demand Rate.
- c. The Commodity Charge shall be the product of all volumes delivered under this rate during the billing period and the Commodity Rate.

8. BASIS OF MEASUREMENT

Natural gas delivered shall be measured at prevailing meter pressures and the volumes thereof shall be computed at a pressure base of 14.65 pounds per square inch at a temperature of 60 degrees Fahrenheit. The Company may assume that the gas delivered obeys Boyle's Law and atmospheric pressure is 14.4 pounds per square inch and the flowing temperature of the gas in the meter is 60 degrees Fahrenheit.

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By *Susan Durfy*
Signature of Officer VP-Reg & Public Affairs
Title

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/s/ Susan K. Durfy

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9. PURCHASED GAS ADJUSTMENT

The above rate is subject to increase or decrease to reflect changes in purchased gas costs in accordance with the provisions of the Company's non-firm PGA.

10. OTHER TERMS AND CONDITIONS

Service hereunder is subject to the Company's General Terms and Conditions for Service including Curtailment of Service, Service Fee Schedule and Schedule of Customer Advances for Construction of Mains and Company Service Lines as approved by the State Corporation Commission of the State of Kansas.

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By *Maren Wilkins* Reg & Public Affairs
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/s/ Susan K. Duffy

Form RF

Index No.

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE IV: Sales and Transportation Rates,

ATMOS ENERGY CORPORATION
(Name of Issuing Utility)

ENTIRE SERVICE AREA
(Territory to which schedule is applicable)

No supplement or separate understanding
shall modify the tariff as shown hereon.

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B. Economic Development Sales Service (Rate Schedule 960)

1. APPLICABILITY

a. Service under this Schedule is available to customers engaged in the manufacturing process at discounted or incentive rates. Customers engaged in retailing goods and services to the public are not eligible for this service. To be eligible for service under this schedule certain conditions must be met by the customer. 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 135,000 Ccf annually. New customers served under this rate schedule to be eligible must contract for at least 270,000 Ccf annually. Customers served under this Rate Schedule must demonstrate increased employment.

b. This Schedule 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 within the Company's service areas.

2. SPECIAL TERMS AND CONDITIONS

a. A contract shall be executed by the customer for a minimum of 4 years. The contract shall specify the customer's natural gas requirements.

b. To receive service under this rate schedule, the customer's written application to the Company shall include sufficient information to permit the Company to determine the customer's eligibility.

c. Qualifying consumption shall result from an increase in business

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activity and not merely from the resumption of normal operations following a period of abnormal operating conditions. If in the Company's opinion an abnormal operating period has occurred as a result of strike, equipment failure, or any other abnormal condition during the twelve (12) month period prior to the date of the application by the customer for service under this rate schedule, the Company shall adjust the customer's consumption to eliminate any abnormal condition. The Company through use of historical data shall determine "Base Load" for existing customers. Volumes used in excess of "Base Load" shall be considered "Qualifying Consumption" and eligible under this Schedule. Loads which are or have been served by the Company during all or part of the twelve (12) month period prior to service under this rate schedule, and which are relocated to another metering point within the Company's service area, shall not qualify for this rate schedule.

d. The existing facilities of the Company must be adequate in the judgment of the Company to supply the new or expanded natural gas requirements. If construction of new or expanded local facilities by the Company is required, the customer may be required to make a Contribution in Aid of Construction for the installed cost of such facilities. The Company will evaluate the customer's request for service and determine the necessity of a contribution for construction of facilities based on the Extension of Service provisions of the General Terms and Conditions of the Company's filed tariff. The Company shall review the Customer's consumption each year to determine whether the Customer has fulfilled their projected usage requirement to remain eligible for service under this rate schedule.

3. FACILITY CHARGE

a. A monthly facility charge equal to the otherwise applicable

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companion rate schedule is payable regardless of the usage of gas.

b. The following adjustment factors will be applied to the "Qualifying Consumption" and based on the rate schedule which would apply to the Customer absent this rate schedule. The Customer may elect to begin service under this Schedule on the 1st month or 13th month of service with the Company.

<u>Billing Months In Contract Year</u>	<u>Adjustment Factor</u>
1st Through 12th	75%
13th Through 24th	75%
25th Through 36th	75%
37th Through 48th	75%
After 48 Months	100%

4. MINIMUM MONTHLY BILL

The minimum monthly bill shall be the monthly Facility Charge plus the Monthly Demand Charge, if any.

5. PURCHASED GAS ADJUSTMENT

The above rate is subject to increase or decrease to reflect changes in purchased gas costs in accordance with the provisions of the Company's firm or non-firm PGA, whichever is the companion to the otherwise applicable sales rate.

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THE STATE CORPORATION COMMISSION OF KANSAS

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6. OTHER TERMS AND CONDITIONS

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SECTION 4 - TRANSPORTATION SERVICE

A. General Service Firm Transportation Service (Rate Schedule FT900)

1. AVAILABILITY

See Schedule I, Section 12 A – Transportation Services

2. MONTHLY BILL

Companion Sales Schedule	Facility Charge	Commodity Charge
915, 920	\$70.00	\$.12953 / ccf + take-or-pay costs set for on Sheet 1 of 1
925	\$70.00	\$.12953 / ccf + take-or-pay costs set for on Sheet 1 of 1
930	\$70.00	\$.12953 / ccf + take-or-pay costs set for on Sheet 1 of 1

The minimum monthly bill shall be the facility charge and the demand charge, if any.

3. OTHER TERMS AND CONDITIONS

Service hereunder is subject to the applicable companion sales rate schedule conditions and to the Company's General Terms and Conditions for Service including Curtailment of Service, Service Fee Schedule and Schedule of Customer Advances for Constructions of Mains and Company Service Lines as approved by the State Corporation Commission of the State of Kansas.

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THE STATE CORPORATION COMMISSION OF KANSAS

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B. Interruptible Transportation Service (Rate Schedule IT900)

1. AVAILABILITY

See Schedule I, Section 12 A -- Transportation Services

2. MONTHLY BILL

Companion Sales Schedule	Facility Charge	Commodity Charge
955	\$275.00	\$.07140 / ccf, first 20,000 \$.06340 / ccf, greater than 20,000 + take-or-pay costs set for on Sheet 1 of 1

The minimum monthly bill shall be the facility charge and the demand charge, if any.

3. OTHER TERMS AND CONDITIONS

Service hereunder is subject to the applicable companion sales rate schedule conditions and to the Company's General Terms and Conditions for Service including Curtailment of Service, Service Fee Schedule and Schedule of Customer Advances for Constructions of Mains and Company Service Lines as approved by the State Corporation Commission of the State of Kansas.

gal

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By *[Signature]* VP-Reg & Public Affairs
 Signature of Officer Title

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 /S/ Susan K. Duffy

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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE IV: Sales and Transportation Rates,

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(Name of Issuing Utility)

ENTIRE SERVICE AREA
(Territory to which schedule is applicable)

No supplement or separate understanding
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C. Interruptible Negotiated Transportation Service (Rate Schedule IT-NEG)

1. AVAILABILITY

a. Gas service under this rate schedule is available to those customers having alternate fuel capability at the Company's discretion. This rate schedule is designed to permit the Company to meet alternate fuel and/or gas to gas competition. Service under this rate schedule shall be fully optional and subject to curtailment prior to optional customers.

b. The intent of this rate schedule is to provide the Company flexibility to provide service at negotiated rates when the otherwise applicable tariff rates are noncompetitive. The Company will make every effort to maximize recovery of base margins and fixed components of the purchased gas adjustment.

c. The Company's decision to enter into a discounted service agreement and the amount of the discount will be subject to review by the Commission at the Company's next rate case for the purpose of setting future rates. Discounted service agreements shall be granted only to retain or obtain a Customer who has a credible competitive alternative available. The amount of the discount from the maximum approved tariff rate shall be the least necessary to retain or obtain the customer.

d. In situations where the discounted service agreement involves a company affiliate, Company shall file with the Commission a copy of the agreement with all supporting documentation and worksheets, within 10 days of the date of the agreement.

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/S/ Susan K. Duffy

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE IV: Sales and Transportation Rates,

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(Territory to which schedule is applicable)

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2. MONTHLY BILL

- a. Facilities Charge \$275.00 per month
- b. Commodity Charge

The rates charged under this rate schedule shall be negotiated on a per customer basis. The Company may require supporting documents from the end-user certifying that the cost of available alternate supply is less than the otherwise applicable tariff rate. The maximum charge shall not exceed the sales rate schedule under which the customer would otherwise be charged. In no event shall the price negotiated be less than the incremental costs of serving the Customer plus \$0.001/Ccf.

The minimum monthly bill shall be the monthly facility charge.

3. UNAUTHORIZED GAS

“Unauthorized Use” is defined as the taking of any volume of optional gas by Customer during any period when the use of optional gas is curtailed in accordance with notice given by Company. Company shall bill, and Customer shall pay \$2.50 per Ccf for all volumes of unauthorized use gas in addition to the rate billed under this schedule.

4. OTHER TERMS AND CONDITIONS

Service hereunder is subject to the Company’s General Terms and Conditions for Service including Curtailment of Service, Service Fee Schedule and Schedule of Customer Advances for Construction of Mains and Company Service Lines as approved by the State Corporation Commission of the State of Kansas.

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/S/ Susan K. Duffy

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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE V: Purchased Gas Adjustment (PGA)

ATMOS ENERGY CORPORATION
 (Name of Issuing Utility)

ENTIRE SERVICE AREA
 (Territory to which schedule is applicable)

Consolidation of Kansas Division and
 Southwest Division PGAs into a Single PGA

No supplement or separate understanding
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SCHEDULE V - PURCHASED GAS ADJUSTMENT (PGA)

SECTION 1 - PURCHASED GAS COST ADJUSTMENT PROCEDURE

A. RATE SCHEDULES COVERED

All of the Company's sales rate schedules shall be subject to a purchased gas cost adjustment:

Description	Combined Kansas Rate Division and Southwest Kansas Rate Division
Firm Sales Service including: Residential, Commercial, Public Authority, School, Irrigation Engine, Agricultural Service, and Small Industrial.	910, 915, 920, 930, 940, 960, 965
Interruptible Sales Service including: School, Small Industrial, Large Industrial, and Economic Development.	955, 960

B. COMPUTATION FORMULA

1. The Company's rates for gas service are subject to adjustment for change in the average cost of gas from all sources of supply purchased. At the end of the twelve-month period ending August, the Company will project the average cost of gas for the twelve months ending August 31 of the following year. If at any time during this twelve month period the Company experiences a change or changes in supplier rates or in sources of supply, the cumulative effect of which change or

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By _____ VP-Reg & Public Affairs
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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE V: Purchased Gas Adjustment (PGA)

ATMOS ENERGY CORPORATION

(Name of Issuing Utility)

ENTIRE SERVICE AREA

(Territory to which schedule is applicable)

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changes is to produce an increase or decrease in the new projected effective rate for purchased gas from all suppliers of at least \$.010 per Ccf, then an adjusted average rate shall be determined. The annual cost of gas projection and any revised projections throughout the year will be computed using the following formula:

$$\frac{P + E + S}{V} = \text{Adjustment}$$

Where:

- P = The estimated total dollar cost of purchased gas to be sold calculated by summing the products of the most recent unit cost of purchased gas from each supplier and the estimated unit purchases from each supplier for the twelve month period ending August 31. In the event that changes in the rates paid for purchased gas will take place within the current twelve month period ending August 31, as specified by contract provisions currently in effect, the estimated average unit cost of purchased gas from each supplier for the current twelve month period ending August 31, may be used in the calculation in place of the most recent unit cost.
- E = Estimated net cost (positive or negative) arising from exchange gas transactions that are expected to occur during the twelve month period ending August 31 (Account 806), not including storage gas transactions.
- S = Estimated cost of stored gas to be withdrawn from storage (Account 808) and sold.

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V = The estimated sales volume in Ccf for the twelve month period ending August 31. (If the actual sales volume reflects a line loss factor greater than the limit value, restatement of sales volume, based on the limit value for line loss, shall be required.)

Volumes sold under Rate Schedule 955, and 960 shall not be billed the demand costs, or its equivalent, contained in the PGA computed in accordance with the above-stated formula, but shall be billed the remaining costs contained in the PGA formula. In addition to the PGA less demand costs, or its equivalent, Rate Schedule 955 and 960 shall also have applied to the volumes sold the sum of the Southern Star Central Gas Pipeline, Inc.'s maximum ITS-P and ITS-M commodity rates, adjusted for fuel reimbursement percentages, as set forth in Southern Star Central Gas Pipeline, Inc.'s tariff on file with the Federal Energy Regulatory Commission.

C. COMPUTATION PERIOD

The computation period shall be the subsequent twelve month period ending August 31.

D. COMPUTATION FREQUENCY

The computation shall be made annually or each time a change or changes occur in supplier rates or sources of supply, the cumulative effect of which change or changes is to produce an increase or decrease in the new effective rate paid for purchased gas by at least \$.010/Ccf.

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THE STATE CORPORATION COMMISSION OF KANSAS

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ATMOS ENERGY CORPORATION
(Name of Issuing Utility)

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(Territory to which schedule is applicable)

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E. COSTS INCLUDED

The formula includes only costs which are properly included in FERC Accounts 800, 801, 802, 803, 804, 858, applicable to Kansas; 805, 806, 808, and 809.

F. SETTLEMENT PROVISIONS

Subsequent to the effective date of this clause, the Company shall maintain a continuing monthly comparison of the actual (as billed) cost of gas as shown on the books and records of the Company, exclusive of refunds, and the cost recovery for the same month calculated by applying to the volumes sold during said month the purchased gas cost adjustments calculated pursuant to these purchased gas cost adjustment provisions. For each twelve month period ended August 31, the differences of the comparisons described above including any balance or credit for the previous year shall be accumulated to produce a cumulative balance of over-recovered or under-recovered costs.

An "Actual Cost Adjustment" (ACA) shall be computed by dividing the cumulative balance of under-recovered or over-recovered costs by the volume of total sales during the twelve month period ending on that date. This adjustment shall be rounded to the nearest \$.0001 per Ccf and applied to sales billed on or after the first day of the month following the month in which the adjustment has been approved by the Commission. The "Actual Cost Adjustments" shall remain in effect until superseded by subsequent "Actual Cost Adjustments" calculated according to this provision.

The Gas Cost portion of uncollectible accounts is recoverable through the ACA. The cumulative balance of over-recovered or under-recovered costs shall include the Gas Cost portion of uncollectible PGA customer accounts billed under this Schedule during the preceding Computation Year and which remain unpaid. The uncollectible amounts included in the annual ACA computation shall not contain interest or collection fees or charges. This sub-component of the ACA will be a separate line item on Sheet 1 of the Purchased Gas Adjustment.

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THE STATE CORPORATION COMMISSION OF KANSAS

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G. CAPACITY RELEASE

The Company shall forecast, on a monthly basis, the capacity release credits expected to be received (applicable to its Kansas jurisdiction). The Company shall then calculate a Monthly Capacity Release Factor by dividing fifty percent of this total monthly forecast by estimated monthly sales. The Total Capacity Release Factor shall be applied to the Purchased Gas Cost Factor. The Company shall maintain a continuing monthly comparison of 50% of the actual capacity release credits received and the capacity release credits distributed. The differences of the comparisons described above shall be accumulated to produce an Accumulated Capacity Release Balance, that is, a cumulative balance of under or over distributed credits. An Accumulated Capacity Release Factor will be calculated annually by dividing the accumulated balance of under or over distributed credits by the volume of actual sales during the twelve month period ending August 31. The Accumulated Capacity Release Factor will be added to the Monthly Capacity Release Factor to equal the Total Capacity Release Factor. The Accumulated Capacity Release Balance will be adjusted by the monthly capacity release under/over disbursements.

H. OVERRUN PENALTIES

Overrun penalties applicable to the Company's Kansas jurisdiction shall be separately accumulated and shall be administered in compliance with the provisions contained in the Commission Order in Docket No. 190,061-U. The Company shall maintain a continuing monthly comparison of the actual penalties received (applicable to its Kansas jurisdiction) and the amount recovered from its customers. The differences of the comparisons described above shall be accumulated to produce an Accumulated Penalty Balance, that is, a cumulative balance of under or over recovered penalties. An Accumulated Penalty Recovery Factor will be calculated annually by dividing the accumulated balance of under or over recovered penalties by the volume of actual sales during the twelve month period ending August 31. The Accumulated Penalty Recovery Factor will be applied to the Purchased Gas Cost Factor each

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month. The Accumulated Penalty Balance will be adjusted by the monthly penalty under/over recovery.

I. REPORTING REQUIREMENTS

The Company shall submit to the Commission purchased gas cost filings at least 15 days before the filing is to be effective. Purchased gas cost filings and cost adjustment reports shall use the format prescribed by the Commission.

J. LINE LOSS LIMITATIONS

The Company shall compute one actual line loss for the entire State of Kansas . In the event that the actual line loss (unaccounted for gas) statistic for the computation period exceeds the line loss limit of 4%, the Company will compute the purchased gas adjustment using the limit value rather than the actual operating statistic value.

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SECTION 2 - PURCHASED GAS COST REFUND ADJUSTMENT PROCEDURE

A. REFUND PROVISION

1. For the purpose hereof, unless the Kansas Corporation Commission shall otherwise order, refunds or a balance in the refund account in excess of \$.002 per Ccf for purchased gas from all suppliers (including interest from the suppliers) in a rate area received by Company from charges paid for natural gas resold to its customers, shall be refunded to such customers as a reduction in the Purchased Gas Adjustment. Within ninety (90) days of the receipt of a refund in excess of \$.002 per Ccf for purchased gas from any supplier or the balance of the refund account reaching the equivalent of \$.002 per Ccf for purchased gas from all suppliers, the Company shall file with the Commission and propose to make effective, the appropriate Purchased Gas Adjustment reflecting the decrease and an associated statement showing the computation of the refund adjustment.

2. The refund adjustment per Ccf shall be determined by dividing the appropriate refund amount by the estimated Ccf sales to the rate area as shown on Line 6, Sheet KCC Form PGA-1. The amount of the unit refund adjustment shall be computed to the nearest \$.00001 per Ccf.

3. The length of the refund period shall generally be twelve (12) months, except that each refund period may be lengthened or shortened by the Company to avoid a refund materially above or below the refundable amount.

4. After the refunding period is completed, the difference between the refund(s) received from the Company's suppliers and the amount refunded to the respective rate area customers shall be determined and said difference retained in the refund account until such time as a subsequent refund is received from such suppliers.

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The balance in said refund account shall be added to any subsequent refund before computing a new refund adjustment.

5. In the event any refund received from the Company's supplier is less than the equivalent of \$.002 per Ccf for purchased gas for a rate area, said refund shall be credited to the refund account. The credit balance in said account, exclusive of those amounts which have been included in the calculation of refunds then in progress, shall be accumulated to the equivalent of \$.002 per Ccf for purchased gas before commencing a subsequent refund as hereinabove provided.

SECTION 3 - PURCHASED GAS COST SURCHARGES

A. Gas Hedge Program

The Company shall operate its Gas Hedge Program pursuant to the relevant order in Docket No. 05-ATMG-617-HED. Costs and revenues associated with any purchase or sale of straight call options, and other alternative risk management strategies, such as call spreads, the net balance of which shall not exceed approved annual budget amount. The estimated net balance shall be recovered as a separate cost component during the months of April through October each year from all PGA customers except irrigation. Any over or under recovery, and any of the allowed budget amount not used by the Company over the course of the Hedge Program year, shall be reflected in the Company's next ACA filing. Costs and revenues generated from the settlement of all financial derivatives shall be flowed back as a separate component during the months of November through March to all PGA customers except irrigation. This settlement component shall be a volumetric charge or credit that is calculated each month from November to March by dividing the monthly estimated hedge payoff amount by the sales volume projected to occur during that respective month. The estimated payoff amount shall be adjusted to the actual payoff amount in the following month's calculation of the settlement component. No settlement component will be added if it is less than \$.002 per Ccf, rather the amount will be accumulated until the component results in a rate more than \$.002 per Ccf.

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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE VI: Weather Normalization Adjustment (WNA)

ATMOS ENERGY CORPORATION
(Name of Issuing Utility)

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(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

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SCHEDULE VI - WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER

Weather Normalization Adjustment:
Provisions for WNA Adjustment

The base rate per Ccf (100,000 Btu) for gas service set forth in any Rate Schedules utilized by the State Corporation Commission of Kansas shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, commercial and public authority bills.

Definitions

For purpose of this Rider:

"Commission" means the State Corporation Commission of Kansas.

"Relevant Rate Order" means the most recent final order of the Commission specifically prescribing or fixing certain factors to be used in the application of this Rider.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment (WNA) Factor shall be applied on an annual basis. Excess or deficiency amounts due to weather conditions shall be calculated on a monthly basis. Monthly excess and deficiency amounts shall be summed over the WNA calculation period for the purpose of calculating the annual WNA Factor.

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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE VI: Weather Normalization Adjustment (WNA)

ATMOS ENERGY CORPORATION
 (Name of Issuing Utility)

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 (Territory to which schedule is applicable)

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WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER (Continued)

The WNA Factor shall be applied for a twelve month period. It will be trued up annually, and the true up represents an adjustment to current period rates based upon current period weather that will be collected in the following 12 month period. The WNA Factor shall be computed to the nearest one-hundredth cent per CCF by the following formulas:

$$WNAF_i = (WNA_i + \text{Adjustment}) / BV_i$$

$$WNA_i = HV_i * R_i * \sum_{n=Oct}^{May} \left[\frac{HSF_{i,n} * (NDD_n - ADD_n) + HSF_{i,n-1} * (NDD_{n-1} - ADD_{n-1})}{BL_i + (HSF_{i,n} * ADD_n) + (HSF_{i,n-1} * ADD_{n-1})} \right]$$

Where

i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification

WNAF_i = Weather Normalization Adjustment Factor for the ith rate schedule or classification

WNA_i = Weather Normalization Adjustment annual amount for the ith rate schedule or classification

Adjustment = difference between the amount to be billed through the WNA for the preceding 12 months ended May and the amount actually billed due to differences between projected volumes and volumes actually billed and to differences between preliminary degree day data and final degree day data.

Issued: May 12, 2008

Effective: July 8, 2008

By _____ VP-Reg & Public Affairs
 Signature of Officer Title

Form RF

Index No.

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE VI: Weather Normalization Adjustment (WNA)

ATMOS ENERGY CORPORATION
(Name of Issuing Utility)

ENTIRE SERVICE AREA
(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 3 of 5 Sheets

WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER (Continued)

BV_i = volume of sales for the i^{th} rate schedule or classification during the preceding twelve months ended May.

HV_i = the sum of the monthly volume of sales for the i^{th} rate schedule or classification during the preceding season of October through May.

R_i = base rate of temperature sensitive sales for the i^{th} schedule or classification utilized by the Commission in the Relevant Rate Order.

$HSF_{i,n}$ = heat sensitive factor for the i^{th} schedule or classification as specified below in the n^{th} month

NDD_n = normal heating degree days for the applicable weather station for the n^{th} month

ADD_n = actual heating degree days for the applicable weather station for the n^{th} month

BL_i = base load sales for the i^{th} schedule or classification as specified on Sheets 4 and 5 below divided by the average bill count in that class

The Weather Normalization Adjustment for the j^{th} customer in i^{th} rate schedule is computed as:

$$WNA_i = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j^{th} customer in i^{th} rate schedule.

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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE VI: Weather Normalization Adjustment (WNA)

ATMOS ENERGY CORPORATION
 (Name of Issuing Utility)

ENTIRE SERVICE AREA
 (Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 4 of 5 Sheets

WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER (Continued)

Filing with Commission

The Company will file a report with the Commission by July 15 of each year, detailing the calculations deriving the WNA factors authorized by this rider to be applied during the 12 months beginning August 1. Thus the calculation period for the WNA factors is October through May and the collection period is the subsequent August through July. The Company will file monthly reports with the Commission during the months of November through June providing available year to date information includable in the annual report.

Any missing degree day data for applicable weather stations will be identified and replaced in filings by estimates based on the nearest available weather station.

Base Use/Heat Use Factors

Commercial base load use		Commercial heat sensitivity current month		Commercial heat sensitivity previous month	
Anthony	25.945	Anthony	0.09318	Anthony	0.26883
Chanute	30.576	Chanute	0.23145	Chanute	0.30462
Council Grove	134.495	Council Grove	0.26399	Council Grove	0.23960
Independence	38.242	Independence	0.19013	Independence	0.09481
Lawrence	49.593	Lawrence	0.48261	Lawrence	0.16863
Leavenworth	127.580	Leavenworth	0.22688	Leavenworth	0.43508
Marion Lake	41.224	Marion Lake	0.15579	Marion Lake	0.16786
Ness City	26.966	Ness City	0.01634	Ness City	0.23505
Olathe	86.258	Olathe	0.30102	Olathe	0.45814
Sedan	57.523	Sedan	0.19517	Sedan	0.34370
Syracuse	73.735	Syracuse	0.17220	Syracuse	0.32785
Ulysses	64.975	Ulysses	0.22747	Ulysses	0.46460

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THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE VI: Weather Normalization Adjustment (WNA)

ATMOS ENERGY CORPORATION

(Name of Issuing Utility)

ENTIRE SERVICE AREA

(Territory to which schedule is applicable)

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 5 of 5 Sheets

WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER (Continued)

Public Authority

Base load use

Anthony	80.597
Chanute	56.723
Council Grove	53.630
Independence	NA
Lawrence	80.242
Leavenworth	26.200
Marion Lake	231.020
Ness City	59.064
Olathe	44.997
Sedan	NA
Syracuse	64.034
Ulysses	200.000

Public Authority

heat sensitivity current month

Anthony	0.15594
Chanute	0.24175
Council Grove	0.26960
Independence	NA
Lawrence	0.73779
Leavenworth	0.17500
Marion Lake	0.43204
Ness City	0.27622
Olathe	0.84932
Sedan	NA
Syracuse	0.20718
Ulysses	0.36591

Public Authority

heat sensitivity previous month

Anthony	0.67797
Chanute	0.51883
Council Grove	0.45012
Independence	NA
Lawrence	0.52893
Leavenworth	0.65733
Marion Lake	0.40783
Ness City	0.35190
Olathe	0.94995
Sedan	NA
Syracuse	0.54586
Ulysses	0.93114

Residential

Base load use

Anthony	13.058
Chanute	12.480
Council Grove	12.789
Independence	11.675
Lawrence	15.468
Leavenworth	17.144
Marion Lake	12.786
Ness City	15.522
Olathe	16.581
Sedan	12.687
Syracuse	18.134
Ulysses	19.790

Residential

heat sensitivity current month

Anthony	0.03688
Chanute	0.04522
Council Grove	0.04803
Independence	0.09345
Lawrence	0.06449
Leavenworth	0.07886
Marion Lake	0.04866
Ness City	0.01401
Olathe	0.06972
Sedan	0.06343
Syracuse	0.02835
Ulysses	0.03961

Residential

heat sensitivity previous month

Anthony	0.11687
Chanute	0.10154
Council Grove	0.08186
Independence	0.05347
Lawrence	0.05199
Leavenworth	0.07849
Marion Lake	0.08405
Ness City	0.11704
Olathe	0.10094
Sedan	0.10256
Syracuse	0.10317
Ulysses	0.10802

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Index No.

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE: VII Ad Valorem Tax Surcharge

ATMOS ENERGY CORPORATION
(Name of Issuing Utility)

ENTIRE SERVICE AREA
(Territory to which schedule is applicable)

No supplement or separate understanding
shall modify the tariff as shown hereon.

Sheet 1 of 1 Sheets

SCHEDULE VII - AD VALOREM TAX SURCHARGE

APPLICABILITY

This rider is applicable to every bill for service provided under each of the Company's sales and transportation rate schedules except where not permitted under a separately negotiated contract with a customer. Not applicable to bills for **Interruptible Sales & Transportation Services (Rate Schedules 945, 950, 955, 960, IT900, & IT-NEG)**.

NET MONTHLY CHARGE

The Ad Valorem Tax Surcharge shall be applied to the delivery charge on a customer's regular monthly bill. A positive amount shall indicate a charge to the customer and a negative amount shall be a refund. It shall be calculated as:

The sum of: The total Ad Valorem taxes levied for the year

Minus: The Ad Valorem taxes included in the Company's current rates as approved by the Commission in Docket No. 03-ATMG-1036-RTS

Plus: Any amount under-collected by prior Ad Valorem Tax Surcharges, or

Minus: Any amount over-collected by prior Ad Valorem Tax Surcharges

Divided by: the total volumes used in Docket No. 03-ATMG-1036-RTS to calculate the Company's current rates.

DEFINITIONS AND CONDITIONS

1. The Ad Valorem Tax Surcharge is intended to recover charges in the real estate and personal property taxes pursuant to K.S.A. 66-117(f).
2. The Ad Valorem Tax Surcharge shall become a part of the total bill for gas service and need not be itemized separately on the customer's bill.
3. All provisions of this rider are subject to changes made by order of the Commission.

Commission File Number

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Signature of Officer Title

THE STATE CORPORATION COMMISSION OF KANSAS

ATMOS ENERGY
(Name of Issuing Utility)

Schedule GSRs Rider

KANSAS GAS OPERATIONS
(Territory to which schedule is applicable)

New Schedule

No supplement or separate understanding shall modify the tariff as shown hereon.

Sheet 1 of 1

GAS SYSTEM RELIABILITY SURCHARGE RIDER

APPLICABILITY

This rider is applicable to every bill for service provided under each of the Company's sales and transportation rate schedules except where not permitted under a separately negotiated contract with a customer.

RATE

The Gas System Reliability Surcharge (GSRs) shall be applied to each monthly bill. The surcharge shall be as follows:

- Residential: \$0.40 per meter per month
- Commercial and Public Authority: \$1.29 per meter per month
- Schools: \$1.29 per meter per month
- Industrial Firm: \$5.78 per meter per month
- Small Generator Service: \$5.78 per meter per month
- Irrigation Engine: \$3.64 per meter per month
- Industrial Interruptible: \$5.78 per meter per month
- Transportation: \$17.15 per meter per month

DEFINITIONS AND CONDITIONS

1. The GSRs is intended to recover charges for natural gas public utility plant projects pursuant to K.S.A. 66-2001 through 66-2204.
2. The monthly GSRs charge shall be allocated among customers in the same manner as approved in Docket No. 08-ATMG-280-RTS.
3. The GSRs shall be charged to customers as a monthly fixed charge and not based on volumetric consumption. Such monthly charge shall not increase more than \$0.40 per residential customer over the base rates in effect for the initial filing of a GSRs. Thereafter, each filing shall not increase the monthly charge for more than \$0.40 per residential customer over the most recent filing of a GSRs.
4. At the end of each twelve-month calendar period the GSRs is in effect, the utility shall reconcile the differences between the revenues resulting from a GSRs and the appropriate pretax revenues as found by the Commission for that period and shall submit the reconciliation and a proposed GSRs adjustment to the Commission for approval to recover or refund the difference through adjustments of the GSRs charge.
5. All provisions of this rider are subject to changes made by order of the Commission.

Issued _____
Month Day Year

Effective DEC 11 2009
Month Day Year

By *Karen P. Wilkes*
Karen P. Wilkes
Division Vice Pres. of Regulatory and Public Affairs

10-ATMG-133-TAR
Approved
Kansas Corporation Commission
December 11, 2009
/s/ Susan K. Duffy

MBM

Exhibit KPW-5