

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE I: Rules and Regulations

ATMOS ENERGY CORPORATION  
(Name of Issuing Utility)

ENTIRE SERVICE AREA  
(Territory to which schedule is applicable)

Replaces "Rules & Regulations – Sheet 19 & 20  
Entire Service Area Filed January 24, 2005.

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

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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 B. WORTHLESS CHECK 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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H. 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 or any other reason.

I. TAX ADJUSTMENTS1. 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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J. 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 1/12<sup>th</sup> 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.

K. 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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L. 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. for Commercial Customers and Industrial 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.

M. 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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N. 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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O. COLD WEATHER RULE1. 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 check 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 N.2.a(1) through (4), the Company may disconnect the service immediately. Under N.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 N.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 N.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 N.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 check 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 N.3.c., paying any disconnect and reconnect charges and complying with the customer responsibility provisions of Section N.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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P. COMMISSION'S COMPLAINT PROCEDURE NOTICE REQUIREMENT

Once a year, the Company will mail to each of its Customers a notice appriizing 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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(Territory to which schedule is applicable)

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b. a statement of the reason for the proposed discontinuance of Service and the cost and conditions for reconnection;

c. the dates between which Service will be discontinued unless the Customer takes appropriate action;

d. terms under which the Customer may avoid discontinuance;

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;

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.

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.

D. DISCONNECT PROCEDURE

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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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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.

F. REVIEW OF DISPUTES

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:

- 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.

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.

3. The Company, in attempting to resolve the dispute in a mutually satisfactory manner, may employ telephone communications, personal meetings,

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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 LINEA. 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 Financial Responsibilities:** Company agrees to replace up to 100' minimum or one foot per Mcf of customer's annual consumption, whichever is greater, at no charge to the customer. Any excess footage or replaced "Yard Line" will be charged to the customer at the normal service line footage cost. Company further agrees to allow the 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 which has been read by the Company during the period of non-registration, the Company shall not render a bill for estimated consumption extending over more than twice the regular interval between readings.

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 CLAUSESA. 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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(Territory to which schedule is applicable)

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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 SERVICESA. 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 30,000 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 30,000 CCF. The Customer shall be returned to this rate schedule, upon request, after re-establishing a peak delivery of at least 30,000 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

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.

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.

Business Day

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

Billing Pressure Base

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

CCF

A 100 cubic feet of gas at a specific pressure base.

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Commission

The Kansas Corporation Commission.

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.

Curtailement

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

Day

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

Deliveries

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

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Delivery Point(s)

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

Electronic Metering Equipment 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.

End User

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

Equivalent Volumes

The sum of the volumes of gas, measured in 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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Fuel Gas

A volume of gas, stated in terms of a percentage of volumes, received on behalf of Shipper at the Receipt Point, required to accomplish the transportation service hereunder. Said percentage shall be computed by the Company as often as deemed is necessary by the Company for a reasonably accurate determination.

Gas Transportation Agency Agreement

An agreement whereby End User assigns the balancing, nomination, scheduling and delivery responsibilities under this tariff to a third party for the delivery of gas to the Company's Receipt Point(s) for transportation by the Company to the End User's Delivery Point(s).

Imbalance

The difference between the quantity of End User's gas at the Receipt Point(s), which may be allocated by the Interconnecting Party, less Fuel Gas, System Losses, and the quantity of gas delivered to the End User's Delivery Point(s). In the event that a Shipper has executed an Aggregation Service Agreement, the Delivery Points identified in the agreement shall be combined when determining the existence of an Imbalance.

Interconnecting Party

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

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Interruption

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

L.P.B.

Local Pressure Base.

Lost & Unaccounted for Gas (L&U)

See definition of System Losses on **Sheet 79**

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).

Nominations

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

p.s.i.a.

Pressure in pounds per square inch absolute.

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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.

Request for Gas Transportation Service

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

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.

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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System

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

System Losses

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

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.

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 REQUIREMENTSCommunication Line Installation & Maintenance

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.

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.

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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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.

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.

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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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.

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.

Electronic Metering Equipment

Each End User receiving transportation service shall be required to have usage metered and recorded electronically. The type of electronic metering necessary shall be determined by the type of measurement facilities required to serve the customer's needs. 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.

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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.

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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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.

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 & CONDITIONSCurtailment & Interruptions

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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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.

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.

Transportation Service Agreement & Gas Transportation Agency Agreement

Service under this rate schedule shall be performed under a written Transportation Service Agreement between the End User and the Company setting forth specific arrangements as to the volumes to be transported by Company for End User 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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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

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:

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%.

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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 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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Signature of Officer Title

THE STATE CORPORATION COMMISSION OF KANSAS

SCHEDULE I: Rules and Regulations

ATMOS ENERGY CORPORATION

(Name of Issuing Utility)

ENTIRE SERVICE AREA

(Territory to which schedule is applicable)

Replaces "Consolidation of Greeley Gas Company Rules & Regulations – All Divisions Filed December 20, 1999 through January 2004"

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

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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.

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 judgement 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.

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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