

# EXHIBIT BWF-01

ATMOS ENERGY CORPORATION  
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Issued by: Brian Francis, Vice-President  
Rates & Regulatory Affairs

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**STANDARD GAS TARIFF  
FILED WITH  
LOUISIANA PUBLIC SERVICE COMMISSION  
ORIGINAL VOLUME NO. 23**

**ATMOS ENERGY CORPORATION**

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Baton Rouge, Louisiana 70801**

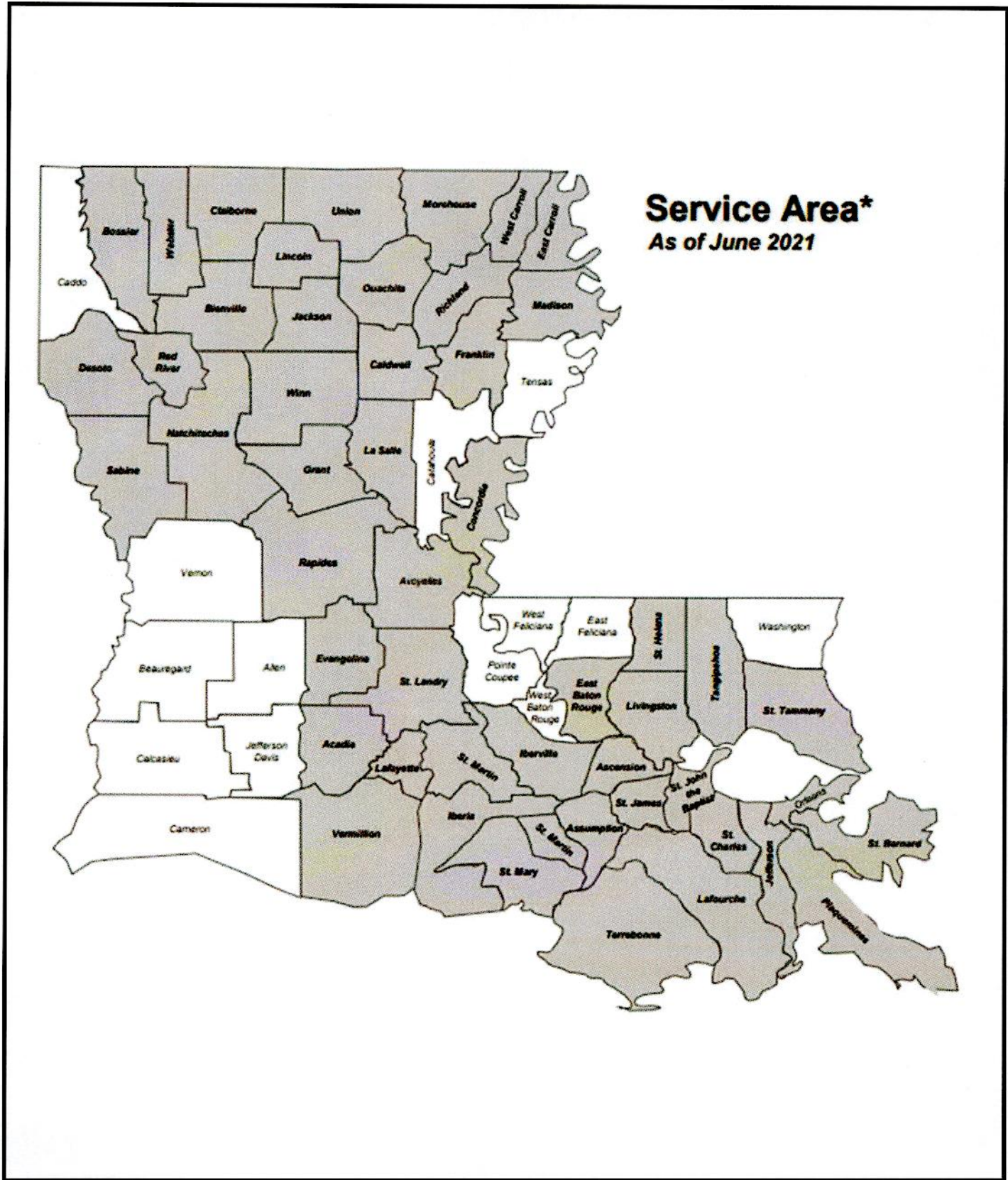
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COMMUNITIES SERVED

<u>PARISH</u>	<u>CUSTOMERS</u>
ACADIA	274
ASCENSION	24,199
ASSUMPTION	2,919
AVOUELLES	14
BIENVILLE	238
BOSSIER	85
CALDWELL	741
CLAIBORNE	48
CONCORDIA	1,888
DE SOTO	2,329
EAST BATON ROUGE	5,511
EAST CARROLL	1,343
EVANGELINE	250
FRANKLIN	2,193
GRANT	844
IBERIA	1,780
IBERVILLE	116
JACKSON	2,599
JEFFERSON	112,858
LA SALLE	629
LAFAYETTE	32,003
LAFOURCHE	4,767
LINCOLN	42
LIVINGSTON	3,038
MADISON	2,069
MOREHOUSE	4,914
NATCHITOCHES	6,536
OUACHITA	31,486
PLAQUEMINES	4,348
RAPIDES	5,980
RED RIVER	959
RICHLAND	2,609
SABINE	1,945
SAINT BERNARD	10,521
SAINT CHARLES	11,905
SAINT HELENA	145
SAINT JAMES	2,066
SAINT LANDRY	533

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COMMUNITIES SERVED (cont.)

<u>PARISH</u>	<u>CUSTOMERS</u>
SAINT MARTIN	3,165
SAINT MARY	1,368
SAINT TAMMANY	41,883
ST JOHN THE BAPTIST	5,880
TANGIPAOHA	16,061
TERREBONNE	5,669
UNION	190
VERMILION	22
WEBSTER	94
WEST CARROLL	1,092
<u>WINN</u>	<u>1,619</u>
<b>TOTAL CUSTOMERS</b>	<b>363,765</b>

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### Computer Billing Rate Codes

Tariff Classification/Description	Rate Schedule	Rate Code
<u>RESIDENTIAL</u> Residential Service	RS	03LR
<u>COMMERCIAL</u> Commercial Service	GS	13LC
<u>COMPANY USE</u> Company Used Gas		10LU

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**ATMOS ENERGY  
STANDARD TERMS & CONDITIONS  
APPLICABLE TO NATURAL GAS SERVICE**

**1 . GENERAL**

These Standard Terms & Conditions for Natural Gas Service shall supersede all previous terms and conditions under which the Company, as defined below, or its predecessors have supplied natural gas service.

All-natural gas service furnished by the Company shall be subject to the provisions of these standard terms & conditions and to the applicable provisions of the Company's Natural Gas Rate and Rider Schedules.

**2. DEFINITIONS**

**Applicant.** A person, firm, individual, partnership, association, corporation or any governmental agency applying for natural gas service supplied or otherwise provided by the Company.

**Company.** Atmos Energy Corporation, its officers, agents, employees, successors, or assigns.

**Consumer.** A person, firm, individual, partnership, association, corporation or any governmental agency utilizing, who wants to utilize, or who receives benefit from utilizing natural gas services provided by the Company.

**Customer.** A person, firm, individual, partnership, association, corporation or any governmental agency receiving the benefit of, or utilizing in any way natural gas services provided by the Company. For the purposes of these Standard Terms & Conditions, the terms "Customer" and "Consumer" are used interchangeably.

**Customer's Housepiping.** All piping and attached fittings of any kind on the Customer's side of the Point of Delivery, used in any manner in connection with natural gas services.

**Customer's/Consumer's Installation.** All piping, equipment, appliances, vents, connectors, valves, fittings, apparatuses, devices, or facilities of any kind or character, including methane detectors and carbon monoxide detectors, on the Customer's side of the Point of Delivery.

**Point of Delivery.** The point of connection between the Company and Customer where the natural gas supplied by the Company leaves the outlet side of the Company's meter and enters into the Customer's Housepiping.

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**3. APPLICATION FOR SERVICE**

Gas service will be provided under the applicable rate schedule to an Applicant requesting service, at the Company's discretion, after a completed *Standard Application for Service* is accepted by the Company.

The Company may refuse to service an Applicant while there remains an unpaid account for previous service by such Applicant.

Consumers taking possession of premises provided with gas and using such gas before making application to the Company shall be liable for and shall pay for all such gas used.

Nothing in these Rules requires the Company to serve any Applicants whom the Company is not required by law to serve, but the Company may serve such Applicants under a special contract or agreement between the Company and such Applicants.

**4. AVAILABILITY OF SERVICE**

Natural gas service is available in all areas served by the Company where:

A. the premises to be served are located adjacent to existing distribution mains with adequate capacity and pressure for the type of service requested; or

B. where the existing distribution main may be extended in accordance with conditions set forth in Paragraph A of Section 4 of these Standard Terms & Conditions.

Gas service for residential and commercial customers shall be rendered and billed at a pressure base of 14.95 pounds per square inch absolute (PSIA).

Volumes of gas delivered to any commercial Customer authorized by the Company to receive service at a pressure greater than 14.95 PSIA, shall be adjusted for billing purposes to reflect volumes at a pressure base of 14.95 PSIA.

All gas service is offered subject to the Company's ability to secure and maintain adequate and suitable sources of supply.

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**5. MAIN EXTENSIONS, RIGHTS-OF-WAY, AND SERVICE LINES**

The Company shall make a capital investment toward the cost of extending main (where required to serve a Customer) and installing a service line as follows.

The Company will install up to 150 feet of gas main at its expense for each bona fide gas residential customer. A bona fide gas residential customer must use at minimum gas water heating and gas in one other application (e.g., gas space heating or a gas cooktop). Main extensions in excess of 150 feet may require a customer contribution. The customer contribution will be determined by the Company using an economic feasibility model. The contribution so determined will be charged to the customer. The Company will be the sole judge of all questions relating to economic feasibility.

In the case of a residential housing development, the Company will install up to 150 feet of main at its expense for each residential customer site included in the development. Qualifying customer sites will be obligated to meet bona fide gas residential equipment standards as the base offering from the builder to the end use homebuyer.

Bona fide gas residential customers and/or committed residential customer sites will qualify for the Company to fund service lines up to 100 feet at no charge to the customer. Service lines in excess of 100 feet may require a customer contribution to be determined by per foot costs of the service line installation. The Company shall install, own, and maintain a suitable service line from a convenient point of connection with the Company's distribution main to the location of the Company's metering equipment.

Where the value of the Construction Allowance (allowed footage multiplied by current cost) exceeds Company's investment in mains and service lines required to serve a customer or future customers in a residential development, Company may, at its option, utilize excess allowances to defray the cost of gas piping and other facilities required for gas utilization.

All commercial customer main and/or service line costs shall be the responsibility of the requesting commercial customer. If a commercial customer requests that an economic feasibility model be prepared, the requesting commercial customer may be responsible for the cost of the model's preparation and any contribution amount determined by the model. The Company will be the sole judge of all questions relating to economic feasibility.

The Company's obligation to furnish service shall be contingent upon its ability to secure and retain all necessary franchises, rights-of-way, permits, etc., at costs which the Company considers reasonable. The Customer shall furnish to the Company, free of cost, all necessary rights-of-way over land owned or controlled by the Customer, and over intervening private property when requested to do so by the Company.

When the Customer requests a change or relocation of an existing service line, the costs of such relocation shall be paid by the Customer to the Company. Where relocation of the service line is made for Company purposes, the Company will bear the costs.

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**6. COMPANY'S RESPONSIBILITY**

The Company shall exercise due diligence in the operating and maintenance of its facilities to provide safe, adequate and uninterrupted service to its Customers, but it is expressly understood and agreed that the Company shall not be liable to the Customer, nor shall the Customer be liable to the Company, by reason of failure of the Company to deliver, or the Customer to receive, natural gas as the result of injunction, fire, strike, riot, explosion, flood, accident, breakdown, fuel storage, delay or failure of performance by a third party, governmental action or inaction, acts of God or the public enemy or other acts or conditions reasonably beyond the control of the party affected, nor shall the Company be liable for damages occasioned by the interruption of service, when such interruptions are necessary to make repairs or changes in the Company's equipment and facilities.

All connections to the Company's facilities shall be made by the Company without regard to whether the cost thereof shall, by these Standard Terms and Conditions or otherwise, be required to be made at the expense of the Customer.

Unless otherwise noted, all customer services are open order.

**7. CUSTOMER'S RESPONSIBILITY**

Natural gas service supplied under these Standard Terms and Conditions shall be for the exclusive use of the Customer and shall not be resold or shared with others without the Company's written consent.

The Customers shall be solely responsible for the selection, installation, maintenance, repair, operation, and inspection of all facilities beyond the Company's Point of Delivery, including the Customer's Installation, Customer's Housepiping, appurtenances, devices and appliances. The Customer shall be responsible for the use, abuse, disposition or presence of gas beyond the Point of Delivery as described earlier. Such facilities shall be installed and maintained in a safe manner, and in compliance with good practice and all lawful regulations.

Where municipal, parish or other governmental or regulatory authority requires a certificate or permit approving the Customer's installation or facilities, the Customer shall obtain, and submit to the Company, at their expense the necessary permit before service will be rendered.

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The Company does not assume any responsibility, obligation, or duty for (1) inspecting or maintaining Customer's Installation, Housepiping, or any other Customer facilities; (2) determining whether the Customer has complied with all applicable safety codes and regulations; or (3) establishing or enforcing any piping, equipment, device, or facility specifications. Nor does the fact that service may have been available constitute the Company's approval of the Customer's selection, installation, maintenance, repair, or operation of Customer's Installation or Housepiping. However, the Company reserves the right to refuse service or to discontinue service to any Customer, where the Company's established turn-on procedure indicates a leaking or non-gas tight situation on the Customer's facilities or where the Company determines a safety or potential safety concern exists. Service shall not be rendered or restored until the indicated situation is corrected and a regulatory permit attesting to this fact has been received. If a regulatory permit is not required by the governing authority, service will be rendered only after subsequent turn-on tests indicate that the situation has been corrected.

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The Company shall have no duty, obligation, or responsibility to notify the Customer of technology or technological advances associated with the Customer's Installation or Housepiping nor shall the Company have any duty, obligation, or responsibility for inspecting the performance, location, or maintenance of the Customer's Installation or Housepiping including, but not limited to, the Customer's methane detectors and/or carbon monoxide detectors.

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It shall be the Customers responsibility to pay for volumes of gas delivered and services performed when bills for same are rendered.

**8. CUSTOMER DEPOSITS**

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Each Customer applying for service may be required to make a cash deposit to secure the payment of any bill due or which may become due and for the return of all Company owned equipment, in proper working condition, installed on the Customer's premises. The amount of such deposit for each class of service is set forth in Schedule CD.

The deposit plus any accrued interest will be credited back to the Customer after maintaining 12 months of excellent credit history. Upon termination of service, any deposit plus accrued interest not previously credited will first be applied to pay any amount owed the Company by the Customer. Any remaining portions of the deposit and interest will be refunded.

The cash deposit shall not in any manner affect the right of the Company to discontinue service to the Customer for the non-payment of past due accounts, regardless of the fact that the deposit is in excess of the amount past due.

**9. METERING**

All metering devices and equipment required to properly measure and regulate the pressure of gas supplied to the Customer shall be installed, owned, operated and maintained by the Company.

The Point of Delivery of gas to the Customer shall be at the outlet side of the Company's meter where the Customer's Housepiping connects to that of the Company.

The Customer shall provide, on their premises, an accessible and protected location for the Company's metering, regulating and/or other equipment necessary to deliver, regulate and measure the gas supplied by the Company. Should such location later become unsafe, the cost of relocation shall be borne by the Customer. The Customer shall not damage or tamper with said equipment and shall take measures to prevent others from damaging or tampering with any of Company's equipment located on Customer's premises. The Customer shall immediately notify the Company in the event of damage to the Company's property on the Customer's premises.

The Company shall have the right of access to the Customer's premises at any reasonable time for the purpose of installing, changing, reading, testing, repairing or removing its equipment or for all other purposes necessary to render proper service to the Customer. Failure to permit such access shall be cause for discontinuance of service in the manner provided for in Section 12. This right of access shall not be construed as placing any responsibility on the Company to inspect and test the lines, Installation, or Housepiping of the Customer.

The Company shall regularly test, maintain and/or replace its metering devices in order to maintain their accuracy of registration, as required by good operating practice and all lawful regulations. Should a Customer request a test, and the meter is found to be accurate within two percent (2%), the Company may make a charge as set forth in Schedule MSC to partially cover the cost of such test.

If the meter is tested and found to be inaccurate by more than two percent (2%), the Company shall adjust bills to compensate for such. Adjustments will be made from the date the meter became inaccurate. If a beginning date cannot be determined, an adjustment shall cover a time frame that is mutually agreed upon by the Company and the Customer. In either case, the adjustment of bills shall not cover a period of more than six months.

**10. LIMITATION OF USE**

All gas delivered to the Customer is for the sole use of said Customer on Customer's premises only and shall not be redelivered or resold or the use thereof by others permitted unless otherwise expressly agreed to in writing by the Company. No changes, extensions, or replacement of service pipe without written consent of the Company shall be made, and no extension whatsoever of Customer-owned piping shall be made for the purpose of supplying gas to adjacent property, or to other persons or concerns residing or the operating on the premises of the Customer.

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11. REFUSAL OF SERVICE

The Company may decline to serve a Customer or prospective customer until the Customer or prospective customer has complied with the applicable state and municipal regulations governing the service applied for and reasonable rules and regulations of the Company.

Until adequate facilities can be provided, the Company may decline to service an Applicant for service or to change materially the service of any Customer if, in the Company's judgment, it does not have adequate facilities to render the service applied for or if the desired service is of a character that is likely to affect unfavorably the service to other Customers.

The Company may refuse to serve a Customer if, in the Company's best judgment, the Customer's Installation or equipment is regarded as hazardous or of such character that satisfactory service cannot be given.

The Company may decline to serve any Applicant who is indebted to the Company; provided, however, that in the event the indebtedness is in dispute, the Applicant shall be served upon complying with the deposit requirement, and in addition thereto, making a special deposit in an amount equal to the net balance in dispute. Upon settlement of a disputed account, the balance, if any due the Applicant shall be promptly repaid, together with interest thereon from the date of deposit until repaid of the rate of five per cent (5%) per annum, or as may be otherwise proscribed by law or order of the Commission.

The Company shall also have the right to refuse service or to discontinue the supply of gas to a Customer at a location until payment shall be made of delinquent bills for the Customer at other premises.

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Service suspended for non-payment of bills will not be restored until the Customer has paid all amounts due to the Company plus restoration charges as set forth in Schedule MSC.

Should a Customer request permanent discontinuance of service during any period of suspension for non-payment, all amounts due the Company shall be paid before service is made available to the Customer.

The Company shall not terminate service to a Customer if the termination would have an adverse effect on the health and well being of the Customer or a member of the Customers household provided that:

- A. the Company has been advised and is provided with sufficient evidence that termination during the specified period will have an adverse effect on the health and wellbeing of the Customer or a member of Customer's household and;
- B. that the Customer has established, to the satisfaction of the Company, an inability to pay for such service, except in installments, for a predetermined period.

The Company shall not be liable for damage occasioned by suspension of service when such suspension is effected in accordance with these Standard Terms and Conditions.



**16. FARM TAPS - (Where the Company does not have a Distribution System)**

A Farm Tap shall be any tap which supplies a Customer directly from a transmission Company's main or in any way other than from the Company's distribution system.

Applications for service from farm taps shall be approved by the Division Engineering Department.

The meter and regulator shall be located at the closest point to the transmission Company's pipeline tap in an accessible and safe location. The Company will furnish and install the necessary pipe from the tap to the meter. The pipe beyond the outlet of the meter shall be installed by the Customer at his expense and remain the property of the Customer.

The Customer shall reimburse the Company for any costs incurred by the Company for the acquisition of any right-of-way required to provide the service. Additionally, the Customer shall pay the costs incurred by the Company from the transmission company as follows:

1. All regulatory commission tap filing fees, as specified in the regulatory commission regulations, shall be paid at the time the Customer requests the tap and is non-refundable.
2. Upon notification from the transmission company of regulatory commission approval or disapproval, the Company will notify the requesting Customer. If approved, the Customer is to pay an amount equal to the estimated tapping costs as provided by the transmission company. After receipt of these fees, the tap will be installed by the transmission company with metering and regulating equipment provided installed by the Company.

If actual costs are less than those estimated, the difference will be refunded to the Customer. If in excess, the Customer will be billed the difference.

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**17. RATE SCHEDULES AND RIDERS**

The rates and charges for services rendered shall be the Company's rates and charges currently in effect for the applicable class of service as provided in the Company's rate schedules and riders.

Whenever there is a conflict between the provisions of any of the requirements herein and the specific provisions of any rate schedule or rider, the provisions of the rate schedule or rider shall govern.

The Company specifically reserves the right to change the Standard Terms & Conditions, rate schedules (rates and charges) or riders from time to time for its services, in accordance with applicable law and procedures prescribed by governing authorities.

When more than one rate schedule is applicable to the Customer's service, the Company will, upon request of the customer, give assistance as it reasonably can to enable the Customer to select the most favorable rate schedule. Such assistance will be based on the Customer's representations as to the use of service, and the Company will in no event be responsible for any difference that may later arise because of the provisions or effect of any rate schedule selected.

**18. SCOPE AND CHANGE OF REGULATIONS, CONFLICTS**

The terms and conditions stated herein are a part of the Company's tariff lawfully published and are subject to such changes as may be made lawfully. They are in addition to and are incorporated, by reference, in the Company's Service Contracts and Rate Schedules. Insofar as any regulation or condition is applicable thereto they are as much a part of any particular Schedule as if fully stated in that Schedule.

Whenever there is a conflict between the provisions of any of the requirements herein and specific provisions of any Rate Schedule, the provisions of the Rate Schedule shall govern.

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**RESIDENTIAL SERVICE  
Schedule RS**

**AVAILABILITY**

In communities on the existing gas distribution mains of the Company, subject to the Company's Standard Terms and Conditions.

**APPLICATIONS**

To private residences or individual family apartments only, for natural gas service supplied for all residential purposes when taken through one meter OR only to the total natural gas requirements of any Public Housing Project supplied at one point of delivery and measured through one meter, when the Project owns, operates and maintains its own distribution system within its boundaries. Service hereunder is for the exclusive use of the Project for itself and its residential tenants and shall not be resold or shared with others. It is not applicable to commercial enterprises, concessions, or any other parties or concerns on or outside the Project site; nor is it applicable for standby or supplementary service or the operation of gas engines.

Service hereunder is for the exclusive use of the Customer and shall not be resold or shared with others.

**RATE**

- (a) TBD Monthly Customer Charge
- (b) TBD per CCF Commodity Charge

**NET MONTHLY BILL**

The net monthly bill shall include customer charge, commodity charge, Rider PGA, and if applicable, Riders LBP, RET, RSC, WNA and EEDBP.

In addition to the above, the net monthly bill shall also include the proportionate part of any directly allocable tax, impost or assessment imposed or levied by any governmental authority, which is assessed or levied against the Company or directly affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of meters, customers, or rates of or revenue from gas or service sold or on the volume of the gas produced, transported, purchased for sale, or sold, or on any other basis where direct allocation is possible.

**PAYMENT**

Bills are rendered monthly and are due and payable upon presentation. If paid on or before twenty days after the date thereof, the Net Monthly Bill will apply. For payment after said twenty days, the Gross Monthly Bill, which is the Net Monthly Bill plus 5% will apply.

**COMMERCIAL SERVICE  
Schedule CS**

**AVAILABILITY**

In communities on the existing gas distribution mains of the Company, subject to the Company's Standard Terms and Conditions.

**APPLICATION**

To all natural gas service other than residential service when taken through one meter. Service hereunder is for the exclusive use of the Customer and shall not be resold or shared with others. In the event of a shortage of natural gas transported by pipeline, Customers using natural gas for domestic purposes are entitled to be served by priority and preference, and Company reserves the right to reduce natural gas deliveries to Customers served under this Schedule when necessary for the supply of such domestic customers.

**RATE**

(a) **TBD** Monthly Customer Charge  
Commodity Rate per Month

			Per CCF
Up to first	15,000	CCF	<b>TBD</b>
next	65,000	CCF	<b>TBD</b>
next	500,000	CCF	<b>TBD</b>

**NET MONTHLY BILL**

The net monthly bill shall include customer charge, commodity charge, Rider PGA, and if applicable, Riders LBP, RET, RSC, WNA and EEDBP.

In addition to the above, the net monthly bill shall also include the proportionate part of any directly allocable tax, impost or assessment imposed or levied by any governmental authority, which is assessed or levied against the Company or directly affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of meters, customers, or rates of or revenue from gas or service sold or on the volume of the gas produced, transported, purchased for sale, or sold, or on any other basis where direct allocation is possible.

**PAYMENT**

Bills are rendered monthly and are due and payable upon presentation. If paid on or before twenty days after the date thereof, the Net Monthly Bill will apply. For payment after said twenty days, the Gross Monthly Bill, which is the Net Monthly Bill plus 5% will apply.

MISCELLANEOUS SERVICE CHARGES  
Schedule MSC

1.	Initiation and Restoration of Service	
(a)	During regular business hours	\$ 30.00
(b)	After regular business hours	\$ 50.00
	Restoration of service after disconnection for non-payment	
(c)	During regular business hours	\$ 55.00
(d)	After regular business hours	\$ 82.50
	Restoration of service after seasonal disconnect	\$65.00
2.	Handling, processing and collecting checks returned to the Company by Banks.	\$ 20.00
3.	Meter test requested by Customer when meter is found to be within $\pm 2\%$ accuracy	\$ 20.00
4.	Trip Charge	
(a)	Dispatching an employee to Customer's premises to disconnect for non-payment of bill and payment is made without service being disconnected	\$10.00
(b)	Any non-emergency service performed while on an Emergency Call	\$20.00
5.	Meter Tampering	\$150.00

**CUSTOMER DEPOSITS**  
**Schedule CD**

Each customer applying for service is required to make a cash deposit in accordance with Section 7 of the Standard Terms and Conditions. Deposit requirements are as follows:

- |    |  |                |
|----|--|----------------|
| 1. | Residential  | <b>\$50.00</b> |
| 2. | Commercial - Twice the estimated maximum monthly bill,<br>but no less than | <b>\$75.00</b> |

Note:

Should a residential customer be disconnected for non-payment of his gas service bill, the required deposit when reapplying for service after the first disconnect shall be \$100.00. For all subsequent disconnects for non-payment, this deposit shall be \$150.00, when reapplying for service.

Should a commercial customer be disconnected for non-payment of his gas service bill, the required deposit when reapplying for service after the first disconnect shall be the greater of \$200.00 or twice the highest monthly bill. For all subsequent disconnects for non-payment, this deposit should be the greater of \$300.00 or twice the highest monthly bill when reapplying for service.

**PURCHASED GAS ADJUSTMENT**  
**Rider PGA**

**APPLICATION**

This adjustment clause is applicable to natural gas service furnished under any rate schedule incorporating Rider Schedule PGA by reference.

In addition to the provisions of the applicable rate schedule, the following adjustments shall be made to each bill for service.

**PURCHASE GAS ADJUSTMENT**

This purchase gas adjustment provides a monthly adjustment per hundred cubic feet (CCF) of sales that adjusts for the fluctuations in the cost of gas purchased by the Company in supplying natural gas service. The adjustment per CCF, rounded to the nearest \$0.00001, to be added to the monthly bill shall be derived as follows:

$$\text{Purchase Gas Adjustment (PGA)} = D + C + A$$

$$\text{Demand Component (D)} = Dg / Dv$$

$$\text{Commodity Component (C)} = Cg / Cv$$

Where:

1. "Dg" is estimated annual Reservation and Demand Charges.
2. "Dv" is the estimate of volumes to be purchased on an annual basis.
3. "Cg" is the estimated delivered cost of gas to be purchased in the current month.
4. "Cv" is the estimate of volumes to be purchased in the current month.
5. "A" is the "Amortization of (Over)/Under Collection" charged per CCF to adjust for any over or under collection of gas costs that result from the difference between actual gas purchases and gas cost recoveries.

PURCHASED GAS ADJUSTMENT  
SUMMARY

**This summary is updated and filed monthly with the Purchased Gas Adjustment filing at the Louisiana Public Service Commission.**

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

**A. APPLICATION**

This clause is applicable to gas service under any rate schedule incorporating Rider Schedule RSC by reference.

**B. RSC FACTORS AND ADJUSTMENT CALCULATION PROCEDURE**

- (1) Under this RSC, a determination shall be made pursuant to the Rider Schedule RSC as to whether the Company's revenue should be increased, decreased or left unchanged. If it is determined that the revenue should be increased or decreased, the natural gas rate schedules incorporating this Rider Schedule RSC will be adjusted in the manner set forth in this rider.
- (2) The Company will file an annual report showing earnings for the 12-month period ended December 31 (test year). The Company's annual report showing earnings shall be based upon actual costs recorded in the books of the Company and shall include any allowed adjustments as per rules stated herein. Such filing shall be made by March 31 immediately following the close of the test year. Any appropriate rate change will become effective with the first billing cycle of July in the year following the close of the test year.
- (3) The Allowed Return on Equity (AROE) for each test year of the three-year term of 2026, ~~2024~~2027, and ~~2025-2028~~ shall be a midpoint AROE of 9.80% with an earnings bandwidth of 20 basis points.

For the twelve-month period ending December 31st, the Company's earned return on equity (ROE) adjusted for the known and measureable changes described in Paragraph C shall be compared to the AROE for the test year, and the base rates under the rate schedule subject to this Rider RSC shall be increased or decreased as follows:

- a) To the extent the earned ROE is less than or equal to the AROE plus 20 basis points (9.80% to 10.00%) or is greater than or equal to the AROE less 20 basis points (9.60% to 9.80%), no rate change shall be made.
- b) To the extent the earned ROE is greater than the AROE plus 20 basis points (above 10.00%) or less than the AROE less 20 basis points for the test year (less than 9.60%), rates will be increased or decreased by the amount necessary to increase or decrease the earned ROE to equal midpoint AROE of 9.80%, for the test year.
- c) The earned ROE shall be compared to the AROE prior to the deduction of the Deferred Regulatory Liability Amortization.

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

- (4) The RSC adjustment will be applied to all charges on the rate schedules to which RSC is applicable. Rate schedules will be filed by the Company with the Commission each time they are adjusted pursuant to the RSC and shall then become the filed rates of the Company.
- (5) If a rate change is necessary, the Company shall include a bill enclosure to each residential and commercial customer in each June billing cycle notifying the customer of the percentage increase or decrease of the pending rate change, the dollar impact on the average residential and commercial customer, and the Commission docket number assigned to the RSC proceeding. The bill enclosure must notify customers that the rate adjustment shall go into effect on July 1st pursuant to the approved RSC but the rate adjustment is still subject to Commission vote and refund.
- (6) A Joint Report and Draft Order shall be filed for the Commission's consideration in the event no disputed issues remain between Staff and the Company.

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

**C. RSC ADJUSTMENT FORMULA**

(1) The RSC adjustment formula will be applied consistent with Section B.3. The RSC adjustment shall be applied so as to adjust the base rates under the respective schedules to which this rider is applicable.

(2) **Step 1**

Whenever the earned ROE is less than the Allowed Return on Rate Base (AROE) for the test year, calculate the total adjustment necessary to bring the earned ROE to the AROE as follows:

$$\text{Total Adjustment} = \frac{(\text{AROE} - \text{ROE}) * (\text{CE})}{(1 - T)} - \text{DRL}$$

Where, for the test year:

ROE = Return on Common Equity Capital Investment  
CE = Common Equity Capital Investment  
T = Combined Federal and State Income Tax Rate  
DRL = Deferred Regulatory Liability

(3) **Step 1-a**

Apply first to the rate schedules a 75% revenue deficiency increase to residential class and 25% to commercial class.

(4) **Step 1-b**

Allocate each classes increase to the customer charge and volumetric rate in a proportional manner applicable in proportion to the rate schedules' normalized gas service revenue. Round the resulting increase or decrease to the nearest thousandth of a cent per CCF and apply it to all commodity charges in the rate schedule.

(5) **Step 1-c**

Company shall update its class cost of service study annually. When the residential class is contributing to the overall system return on an equivalent basis to commercial class future rate increases shall start with Step 1-b.

**RATE STABILIZATION CLAUSE  
Rider RSC**

**(6) Step 2**

Whenever the earned ROE is greater than the AROE for the test year, calculate the total adjustment necessary to bring the earned ROE to the AROE as follows:

$$\text{Total Adjustment} = \frac{(\text{ROE} - \text{AROE}) * (\text{CE})}{(1 - T)} - \text{DRL}$$

Where, for the test year:

ROR = Return on Common Equity Capital Investment  
CE = Common Equity Capital Investment  
T = Combined Federal and State Income Tax Rate  
DRL = Deferred Regulatory Liability

**(7) Step 2-a**

Any rate reduction adjustment will be achieved through a uniform decrease in the commodity rates of all schedules to which the RSC is applicable. Allocate the total adjustment among the rate schedules to which the RSC is applicable in proportion to the rate schedules' normalized gas service revenue.

**(8) Step 2-b**

For each rate schedule, divide the allocated portion of the total adjustment by the commodity charge billing units. Round the resulting decrease to the nearest thousandth of a cent per CCF and apply it to all commodity charges in the rate schedule.

**D. ANNUAL EARNINGS CALCULATIONS**

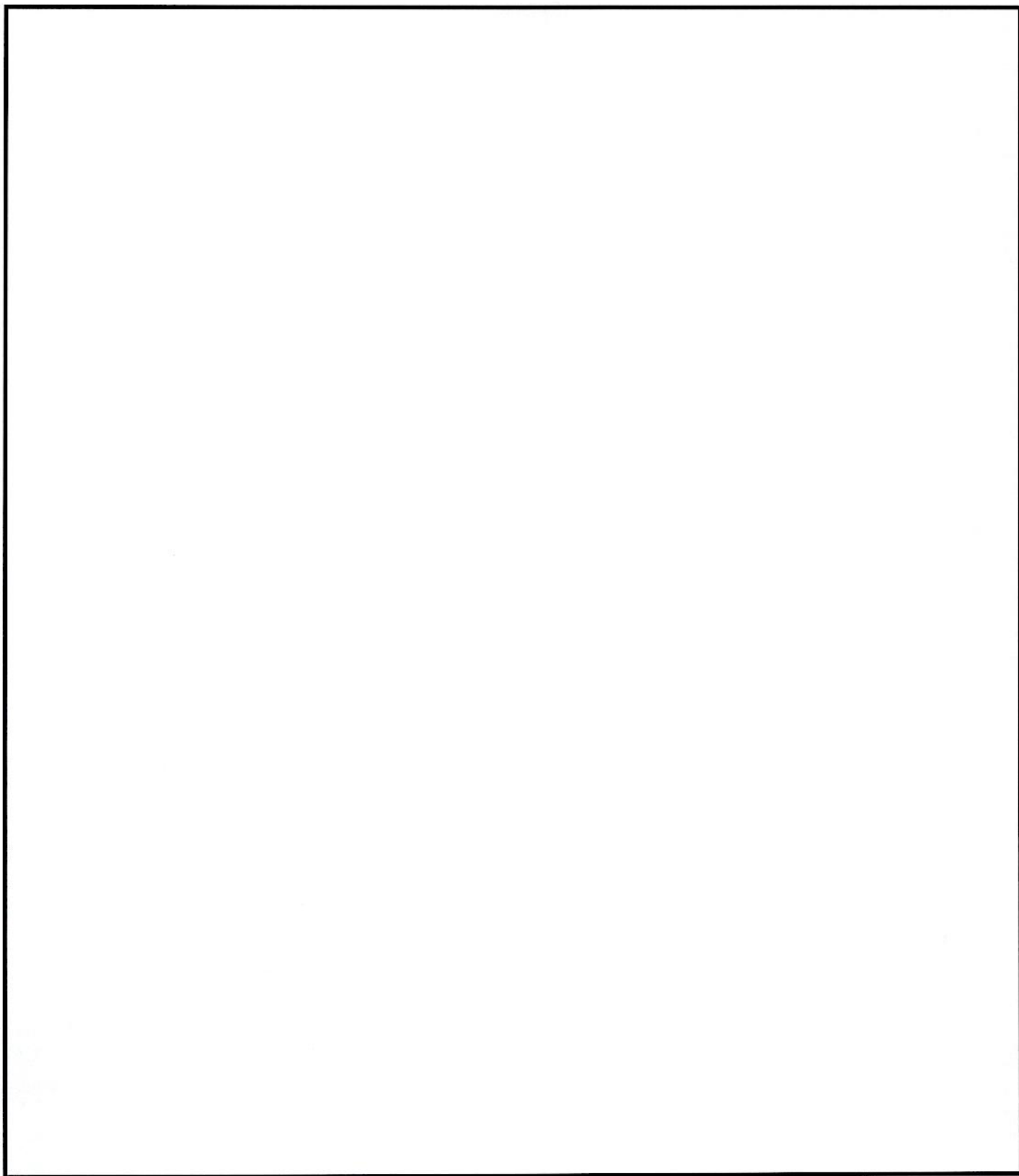
**(1)** Rate base will include, but not be limited to, end of period plant in service, accumulated depreciation and accumulated deferred income taxes (ADIT). ~~ADIT will be limited to rate base/ cost of service items, inclusive of ADIT associated with gains and losses on reacquired debt. Items to be included in the calculation of ADIT for inclusion in rate base are: The components included within ADIT may be modified based on changes in regulation, federal or state tax law, and/or business activity; however, ADIT will be limited to rate base/ cost of service items, inclusive of ADIT associated with gains and losses on reacquired debt. Any book/ tax differences shall be reviewed to determine their appropriate treatment in the calculation of ADIT for Louisiana and included in the RSC Annual Report for Commission review and authorization.~~

(+)

~~Environmental Activities  
Directors Deferred Comp  
Self Insurance Adjustment  
Vacation Accrual  
Worker's Comp Insurance Reserve  
Customer Advances  
RAR 91/93 Bond Cost Amortized  
RAR 86/90 Lease Expense Amortized~~

**ATMOS ENERGY CORPORATION**  
**Issued: February 14, 2025**  
**Issued by: Brian Francis, Vice-President**  
**Rates & Regulatory Affairs**

**Original Volume 2**  
**Fourth Revised Page 30**  
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**RATE STABILIZATION CLAUSE  
Rider RSC**

~~Rabbi Trust — True Up  
SEBP Adjustment — Amended Item  
SEBP Adjustment  
Rabbi Trust  
Capitalized Selling Expense  
UNICAP Section 263A Costs  
Allowance for Doubtful Accounts  
Clearing Account — Adjustment  
RAR CFWE 1990-1985  
Prepaid Dues  
Prepayments  
Inventory Adjustment  
Section 481(a) Prepayments  
Pension Expense  
Regulatory Asset — LGS Amortization  
Regulatory Asset — (Described in part (5) below)  
Customer Forfeiture  
Section 481(a) Cushion Gas  
Section 481(a) Line Pack Gas  
Amended Cost of Removal  
Amended Book Amortization  
Capitalized Overhead — True Up  
Fixed Asset Cost Adjustment  
Fixed Asset Accumulation Adjustment  
CWIP (see note below)  
IRS Audit Adjustment — Cost  
IRS Audit Adjustment — Accumulation  
Provision Differences — Cost  
Other Plant  
Amended Item — Book Depreciation Not Reversed  
Amended Item — Tax Depreciation Not Claimed  
ST — State Net Operating Loss  
ST — State Bonus Depreciation  
FD — FAS 115 Adjustment  
FD — R & D Credit Valuation Allow  
FD — Federal Benefit on State Bonus~~

In addition, the amount of CWIP included in rate base in the RSC is the amount which is not eligible to receive an amount of AFUDC, as stated in section (3) below. In order to be consistent, the percentage of ineligible CWIP to total CWIP will be applied to the CWIP amount used in determining ADIT.

~~Additional or new book/ tax differences shall be reviewed to determine their appropriate treatment in the calculation of ADIT for Louisiana consistent with the phrase "but not be limited to" stated in first paragraph of this section.~~

**RATE STABILIZATION CLAUSE  
Rider RSC**

To be consistent with rate base methodology, revenues will also be adjusted to reflect year-end customer levels.

Year-end balances of the reserves for injuries and damages, self-insurance reserve, uncollectibles reserve and similar items for which the Company utilizes reserve accounting will be recognized as rate base additions or deductions.

- (2) For the following rate base items, 13-month average of average balances will be used: materials and supplies; prepayments; and customer deposits. The balance of underground storage will be based on the average of the 12 monthly average balances. (This is derived by using a 13-month average that only gives one-half weight to the first and the last month in the test period.)
- (3) Only that portion of Construction Work in Progress (CWIP) that is not eligible for AFUDC is to be included in rate base.
- (4) A cash working capital allowance equal to 1/16th of non-gas O&M expense shall be included in rate base. O&M expense must be adjusted to exclude any non-cash expenses, including uncollectibles.
- (5) As part of its System Integrity Investment Program ("SIIP") discussed in subsection G, the Company shall be allowed to establish and include in rate base a regulatory asset ("SIIP Regulatory Asset") to record all costs incurred in connection with the acquisition, installation and operation (including related depreciation but not property taxes) for the following natural gas utility plant projects:
  - (a) Installation of natural gas distribution and transmission facilities to comply with local, state and federal safety requirements as replacements for existing facilities; projects undertaken to extend the useful life or enhance the integrity of natural gas distribution and transmission facilities to comply with local, state and federal safety requirements, and
  - (b) Facility relocations required due to construction or improvement of a highway, road, street, public way or other public work by or on behalf of the United States, this state, a political subdivision of this state or another entity having the power of expropriation provided that the costs related to such projects have not been reimbursed to the natural gas public utility.
  - (c) Investment cost described in (5) a. and (5) b. and used in the calculation of the SIIP Regulatory Asset shall include a reduction for associated accumulated deferred income taxes if the Company has no regulated net operating loss recorded. Depreciation expense shall not be adjusted for reductions related to investment retired as a result of investments made under this section.

The Company may record interest on the balance in the regulatory asset account based on the pretax cost of capital last approved for the utility until such amounts are included in and recovered through rates in the Company's subsequent RSC filing.

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

(6) Adjustments to test year expenses are allowed for certain items. The following are eligible for annualization at year-end levels:

- (a) changes in income and franchise tax rates, the applicable items being depreciation, salaries and wages, payroll taxes and certain benefits items.
- (b) payroll taxes based on end-of-test-year employee levels, wage rates and payroll tax rates.
- (c) pension expense based on the most recent actuarial report
- (d) property and casualty insurance premiums in effect at the end of test year.
- (e) depreciation expense based on end-of-test-year plant

The adjustment for salaries and wages shall be based upon the average staffing levels over the entire twelve-month test year. To the extent necessary, adjustments shall be made to exclude incentive compensation expense and to reflect post-retirement benefits expense other than pension on a pay-as-you-go or cash basis, consistent with Commission policy.

The adjustment for bad debt expense shall be based upon the actual net write-offs for the test period.

- (7) Adjustments to normalize anomalies and out of period items will be made in order to reflect ongoing cost levels for the period in which rates will be in effect. All such adjustments will be subject to review at the time of each RSC filing.
- (8) Weather-normalized sales will equal the total of actual sales revenue and weather normalization adjustments in the test year.
- (9) Changes in Atmos Energy's actual cost of debt shall be recognized. The cost of debt will be calculated to include short-term debt amounts (13-month average) and costs. In addition, in Steps 1 and 2 of Paragraph C, the earned ROE and the CE shall be determined using the actual capital structure at test-period end, provided that the common equity ratio used for this purpose shall not exceed 58%. Income taxes shall be synchronized with the capital structure utilized for these calculations.

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

- (10) Atmos Energy shall include a not-to-exceed Per Books O&M Benchmark Index as a prescribed adjustment in the consolidated division's annual Rate Stabilization Clause ("RSC") filings for a period of seven years, beginning with the 2020 test year. The base level expenses for the not-to-exceed O&M Benchmark Index will be the combined projected year-end O&M Expenses for calendar year 2019, less certain non-recurring expenses expected to be incurred in 2019 ("Benchmark Index"). The Benchmark Index is comprised of \$13,347,000 for TransLa and \$38,022,000 for LGS, for a total of \$51,369,000. The Benchmark Index is to be applied in each successive annual RSC filing by the consolidated division for 2020 — 2026 test years.
- (11) The year-to-year change in the not-to-exceed Benchmark Index, based on the baseline of \$51,369,000, will be based upon the exact formula that has been used and is currently being used to calculate the LGS O&M Benchmark Savings Adjustment ("BSA") with the exception that the base year for the CPI-22 U and ACA Wage indices will be 2019. For the 2020-2026 test years, Atmos Energy shall not recover through its RSC O&M expenses in excess of this amount. The 2019 test year will also serve as the base year to determine the customer increase percentage:
- (a) The change in the "Benchmark Index" shall be equal to: 40% of the change in the CPI-U as of June of each year relative to the CPI-U as of June of the prior year; plus 60% of the change in the ACA Wage Index; plus 50% of the percentage increase in the number of the consolidated division customers (for purposes of this calculation, a customer is equal to a meter). The percentage increase in the number of the consolidated division customers to be used for the calculation of the "Benchmark Index" shall not exceed 1% nor be less than 0%.

**E. FILING and RESOLUTION PROCEDURES**

- (1) The Company will file an annual Evaluation Report showing its earnings for the test year ended December 31, on or before ~~April 30 for Test Year 2023 and~~ March 31 for Test Years ~~2024-2026, 2027, and 2025~~2028. A copy of the report will be provided to the Commission Staff ("Staff") at the time it is filed with the Commission. At the time each such Evaluation Report is filed, the Company will provide Staff with work papers supporting the data and calculations reflected in the Evaluation Report. Staff may request clarification and additional supporting data.

**RATE STABILIZATION CLAUSE**

**Rider RSC**

- (2) Staff shall then have until the subsequent June 15, or 75 days after filing for TY ~~2023~~2026, and ~~June 15, or 75 days after filing~~ TY ~~2024-2027~~ and TY ~~2025~~2028, whichever is longer, to review the Evaluation Report to ensure that it complies with the requirements of the RSC. If the Staff should detect any errors in the application of the principles and procedures of the RSC, such errors shall be communicated in writing to the Company by Staff's deadline identified above. Each such indicated error shall include documentation of the proposed correction, to the extent possible. However, the inability to fully document a potential correction shall not serve as a basis for not considering that correction. The Company shall then have ten (10) days to review any proposed corrections, to work with the Staff to resolve any differences and to file a revised Evaluation Report reflecting all corrections upon which the Parties agree. The Company shall provide the Staff with appropriate work papers supporting any revisions made to the initial filing.
- (3) Except where there is an unresolved dispute, which shall be addressed in accordance with the provisions described below, the appropriate adjustment to rates shall become effective for bills rendered on and after the first billing cycle for the month of ~~August 2024~~ with respect to the ~~TY 2023 filing and the first billing cycle for the month of July~~ with respect to the ~~TY 2024 and TY 2025 filings~~ in the year following the close of the test years.
- (4) In the event there is a dispute regarding any Evaluation Report, the Company and the Staff will work together in good faith to resolve such dispute. If the dispute is not resolved by the end of the ten (10) day period noted above, revised rates reflecting all revisions to the initially filed Evaluation Report on which the Staff and the Company agree shall become effective no earlier than ~~August 1 with respect to the TY 2023 filing and July 1 with respect to the TY 2024 and TY 2025 filings~~ as described above. Any disputed issues shall be submitted to the Commission for resolution.
- (5) If the Commission's final ruling on any disputed issues requires changes in the rates initially implemented, the Company shall file a revised Evaluation Report reflecting the required changes within fifteen (15) days after receiving the Commission's order resolving the dispute. The Company shall provide a copy of the filing to the Staff together with appropriate supporting documentation. Such modified rate adjustments shall then be implemented with the next applicable monthly billing cycle.
- (6) Within 60 days after receipt of the Commission's final ruling on disputed issues, the Company shall determine the amount to be refunded or surcharged to customers, if any, together with interest at the legal rate of interest. Such refund/ surcharge amount shall be applied on a percentage basis and shall be based on the customer's applicable base revenue during the period the interim rates were billed. Such refund/ surcharge amount shall be applied to customers' bills in the manner prescribed by the Commission.

**RATE STABILIZATION CLAUSE  
Rider RSC**

- (7) Beginning with January 31, 2023, and every three years thereafter, the Company will make a separate filing for the Staff and Commission to review the provisions of the RSC tariff to determine that its terms are still in the public interest and will produce just and reasonable rates for the following three years.

**F. EXTRAORDINARY COST PROVISION**

- (1) It is recognized that from time-to-time Atmos Energy may experience extraordinary increases or decreases in costs and/or revenues that occur as a result of actions, events, or circumstances beyond the control of the Company (e.g., changes in federal or state income tax rates). Such costs may significantly increase or decrease the Company's revenue requirements and, thereby, require rate changes that this Rider Schedule RSC is not designed to address. Should Atmos Energy experience such an extraordinary increase or decrease in costs and/or revenue having a net annual revenue requirement impact exceeding \$5 million on an LPSC jurisdictional basis, then either Atmos Energy may request a proceeding or the Commission may initiate a proceeding to consider an appropriate regulatory treatment of such extraordinary cost or revenue increases and/or decreases outside the provisions of this Rider Schedule RSC.

**G. SYSTEM INTEGRITY INVESTMENT PROGRAM (SIIP)**

- (1) In Docket U-32987, the Louisiana Public Service Commission approved a System Integrity Investment Program ("SIIP") and regulatory asset treatment for SIIP Projects to support investment in the safety and reliability of Atmos Energy's infrastructure in Louisiana.
- (2) For the filings in ~~2024-2027~~ through ~~2026-2029~~ (reflecting calendar years ~~2023-2026~~ through ~~2025-2028~~), Atmos Energy shall not recover more than \$~~322,357,000,000~~ total over the three-year period for Risk-based Specific Safety Projects, which address safety hazards and Pipeline and Hazardous Materials Safety Administration ("PHMSA") requirements through pre-planned projects to eliminate PHMSA-identified risks that exist on Atmos Energy's system.

**WEATHER NORMALIZATION ADJUSTMENT  
Rider WNA**

**A. PROVISION FOR ADJUSTMENT**

The base rate per CCF for gas service set forth in any rate schedules utilized by the Commission in determining normalized test period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment" (WNA). This adjustment shall apply to all residential and commercial bills calculated for all billing cycles in the months of December through March. It shall be in effect for the duration of the Rate Stabilization Clause (RSC).

**B. COMPUTATION OF WEATHER NORMALIZATION ADJUSTMENT**

The Weather Normalization Adjustment shall be computed to the nearest one-hundredth cent per CCF by the following formula:

$$WNA_i = R_i \times \frac{HSF_i (NDD - ADD)}{BL_i + (HSF_i \times ADD)}$$

Where:

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

$WNA_i$  = Weather Normalization Adjustment Factor for the  $i^{\text{th}}$  rate schedule or classification expressed in cents per CCF

$R_i$  = weighted average base rate of temperature sensitive sales for the  $i^{\text{th}}$  schedule or classification utilized by the Commission for the purpose of determining normalized test year revenues

(continued)

**WEATHER NORMALIZATION ADJUSTMENT**  
**Rider WNA**

HSFi = Heat Sensitivity Factor for the  $i^{\text{th}}$  schedule or classification utilized by the Commission for the purpose of determining normalized test year revenues

BLi = Base Load usage for the  $i^{\text{th}}$  schedule or classification utilized by the Commission for the purpose of determining normalized test year revenues

NDD = Normal billing cycle heating degree days utilized by the Commission for the purpose of determining normalized test year revenues

ADD = Actual billing cycle heating degree days

**C. FILING WITH THE COMMISSION**

The Company will file a schedule showing the factors or values that were derived for each rate schedule or billing classification to be utilized under this rider, and schedules showing the computations of such factors.

**LEVELIZED BILLING PLAN**  
**Rider LBP**

**GENERAL**

Under this provision, certain Residential customers have the option of participating in the Company's Levelized Billing Plan (LBP) as an alternative to the Company's normal billing procedure. For purposes of this Rider, the following definitions shall apply:

"Normal Bill" is an amount computed using the Company's applicable residential rate schedule for service provided to a customer during a billing month.

"Average Bill" is the rolling average amount calculated as described below in Bill Determination.

"Qualifying Customer" shall mean a residential customer of the Company whose bill payment history meets the then current established standards.

**AVAILABILITY**

This rider is available to any qualifying customer of the Company.

**BILL DETERMINATION**

Customers participating in the LBP shall receive a monthly "average bill" computed using the most recent 12 months rolling average of the customer's normal bill for the immediately preceding months of service.

Where the Customer has less than twelve (12) months' billing history at his present location, the average bill amount will be calculated by averaging the customer's normal bills for the immediately preceding months of service.

**EFFECT ON OTHER TARIFF PROVISIONS**

Except as modified herein, participation in the LBP will have no effect on the Company's approved rate schedule or other billing charges used to calculate the customer's normal bill. Participation in the LBP shall have no effect on any other term or condition providing service contained in the Company's tariffs, including those provisions relating to termination of service for non-payment of bills.

**EFFECT OF CUSTOMER DISCONTINUANCE OF LBP OR TERMINATION OF SERVICE**

A customer may discontinue the LBP at any time by notifying the Company. If a customer requests discontinuance of the LBP, if his account is final billed, or if the service is suspended by the Company as a result of past due amounts on the account, any outstanding balance owed the Company at the time, including any differences between billings under the LBP and Normal Bills which would have been rendered under normal billing procedures, shall be immediately due and payable. Likewise, any credit due the customer shall be applied to the next bill or refunded, as appropriate.

Once service is suspended by the Company due to past due amounts owed by a customer on LBP, the customer will no longer be qualified for LBP and will be required to return to normal billing procedures if service is re-established.

**ENERGY EMERGENCY DEFERRED BILLING PLAN**  
**Rider EEDBP**

**GENERAL**

During an Energy Emergency, and pursuant to the provisions of this Rider, certain qualifying customers have the option of participating in the Company's Energy Emergency Deferred Billing Plan ("EEDBP") as an alternative to the Company's normal billing procedure.

For purposes of this Rider, the following definitions shall apply:

"Commission" shall mean the Louisiana Public Service Commission

"Commission's Order" shall mean the Commission's General Order No. R-26038 dated March 7, 2002.

"Energy Emergency" is an Emergency defined in the Commission Order.

"Normal Bill" is an amount computed using the Company's applicable residential rate schedule for service provided to a customer during a billing month.

"Qualifying Customer" shall mean:

1. A Residential Customer of the Company
  - (a) whose income does not exceed one hundred fifty percent (150%) of the poverty level as established by the Federal Government; or
  - (b) who receives any one of the following:
    1. food stamps
    2. Temporary Assistance for Needy Families (TANF);
    3. whose income consists solely of Social Security payments; or
2. A Customer who is otherwise identified as a Qualifying Customer by the Commission; or,
3. A Customer which is a governmental agency that provides services, the absence of which could result in imminent peril to public health, safety, and welfare.

**AVAILABILITY**

This rider is available to any Qualifying Customer of the Company who has pre-enrolled in EEDBP prior to the declaration of an Energy Emergency.

**ENERGY EMERGENCY DEFERRED BILLING PLAN**  
**Rider EEDBP**  
**(continued)**

**BILL DETERMINATION**

In the event of an Energy Emergency, a qualifying customer who has pre-enrolled in the EEDBP shall begin receiving bills computed in accordance with this rider effective with meters read after the declaration of the Energy Emergency. The rendering of normal bills shall be automatically suspended, and the qualifying customer shall begin receiving a monthly "average bill" computed using the most recent 12 months rolling average of the customer's normal bills.

The amount of the "average bill" and the normal bill will appear on the customer's monthly bill. The cumulative difference between normal bills which have been deferred and the "average bills" rendered under the EEDBP will be carried in a deferred balance that will accumulate both debit and credit differences. Any unpaid balances and deferred payments applicable to service provided prior to the declaration of the Energy Emergency shall be due and payable in addition to and at the same time as the "average bill".

Where the customer has less than twelve (12) months' billing history at his present location, the "average bill" amount will be calculated by averaging the customer's normal bills for the immediately preceding months of service.

**EFFECT OF EEDBP ON OTHER TARIFF PROVISIONS**

Except as modified herein, participation in the EEDBP will have no effect on the Company's approved rate schedules or the billing and collection of other charges, including past due amounts and charges deferred prior to the declaration of the Energy Emergency. Participation in the EEDBP shall have no effect on any other term or condition for providing service contained in the Company's tariffs including those provisions relating to termination of service for non-payment of bills.

**EFFECT OF CUSTOMER DISCONTINUANCE OF EEDBP OR TERMINATION OF SERVICE**

The customer may discontinue the EEDBP at any time by notifying the Company. If a customer requests discontinuance of the EEDBP, if the account is final billed, or if the service is suspended by the Company as a result of past due amounts on the account, any outstanding balance owed the Company at the time, including any differences between billings under the EEDBP and normal bills which would have been rendered under normal Billing procedures, shall be immediately due and payable. Likewise, any credit due the customer shall be applied to the next bill or refunded, as appropriate.

## TECHNICAL TERMS AND ABBREVIATIONS

1. **Company** – Atmos Energy Corporation
2. **Customer** – Present or prospective user of natural gas service supplied by the Company
3. **Commission** – Louisiana Public Service Commission
4. **Cubic Foot of Gas** – The gas necessary to fill one cubic foot of space at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.7 pounds per square inch.
5. **CCF** – 100 cubic feet of gas
6. **LPSC** – Louisiana Public Service Commission
7. **MCF** – 1,000 cubic feet of gas
8. **PGA** – a monthly calculated adjustment applied to bills as a per CCF rate, to recover the Company's total delivered cost of gas.
9. **Open Order** – No minimum contract service period
10. **Seasonal Customer** – Any customer who has gas service disconnected during the summer (non-heating months) and is reconnected prior to, or during the winter (heating months.)

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**ATMOS ENERGY CORPORATION**

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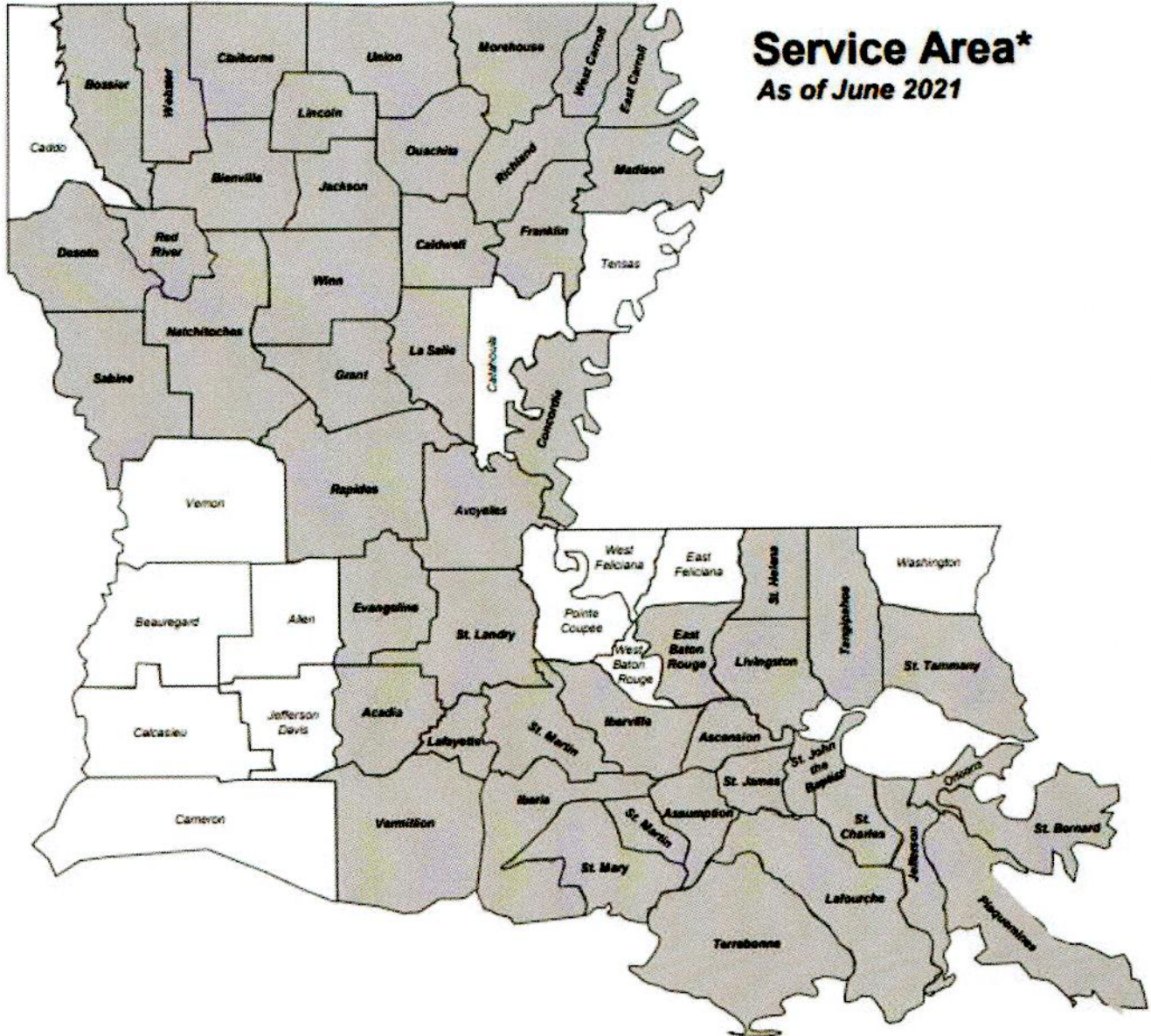
**Telephone: (225) 575-1197**

**Contact: Brian Francis**

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COMMUNITIES SERVED

<u>PARISH</u>	<u>CUSTOMERS</u>
ACADIA	274
ASCENSION	24,199
ASSUMPTION	2,919
AVOUELLES	14
BIENVILLE	238
BOSSIER	85
CALDWELL	741
CLAIBORNE	48
CONCORDIA	1,888
DE SOTO	2,329
EAST BATON ROUGE	5,511
EAST CARROLL	1,343
EVANGELINE	250
FRANKLIN	2,193
GRANT	844
IBERIA	1,780
IBERVILLE	116
JACKSON	2,599
JEFFERSON	112,858
LA SALLE	629
LAFAYETTE	32,003
LAFOURCHE	4,767
LINCOLN	42
LIVINGSTON	3,038
MADISON	2,069
MOREHOUSE	4,914
NATCHITOCHES	6,536
OUACHITA	31,486
PLAQUEMINES	4,348
RAPIDES	5,980
RED RIVER	959
RICHLAND	2,609
SABINE	1,945
SAINT BERNARD	10,521
SAINT CHARLES	11,905
SAINT HELENA	145
SAINT JAMES	2,066
SAINT LANDRY	533

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ATMOS ENERGY CORPORATION  
Issued:  
Issued by: Brian Francis, Vice-President  
Rates & Regulatory Affairs

Original Volume 2  
Fourth Revised Page 5  
Superseding Third Revised Page 5  
Effective:

COMMUNITIES SERVED (cont.)

<u>PARISH</u>	<u>CUSTOMERS</u>
SAINT MARTIN	3,165
SAINT MARY	1,368
SAINT TAMMANY	41,883
ST JOHN THE BAPTIST	5,880
TANGIPAOA	16,061
TERREBONNE	5,669
UNION	190
VERMILION	22
WEBSTER	94
WEST CARROLL	1,092
<u>WINN</u>	<u>1,619</u>
<b>TOTAL CUSTOMERS</b>	<b>363,765</b>

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### Computer Billing Rate Codes

Tariff Classification/Description	Rate Schedule	Rate Code
<u>RESIDENTIAL</u> Residential Service	RS	03LR
<u>COMMERCIAL</u> Commercial Service	GS	13LC
<u>COMPANY USE</u> Company Used Gas		10LU

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**ATMOS ENERGY  
STANDARD TERMS & CONDITIONS  
APPLICABLE TO NATURAL GAS SERVICE**

**1 . GENERAL**

These Standard Terms & Conditions for Natural Gas Service shall supersede all previous terms and conditions under which the Company, as defined below, or its predecessors have supplied natural gas service.

All-natural gas service furnished by the Company shall be subject to the provisions of these standard terms & conditions and to the applicable provisions of the Company's Natural Gas Rate and Rider Schedules.

**2. DEFINITIONS**

**Applicant.** A person, firm, individual, partnership, association, corporation or any governmental agency applying for natural gas service supplied or otherwise provided by the Company.

**Company.** Atmos Energy Corporation, its officers, agents, employees, successors, or assigns.

**Consumer.** A person, firm, individual, partnership, association, corporation or any governmental agency utilizing, who wants to utilize, or who receives benefit from utilizing natural gas services provided by the Company.

**Customer.** A person, firm, individual, partnership, association, corporation or any governmental agency receiving the benefit of, or utilizing in any way natural gas services provided by the Company. For the purposes of these Standard Terms & Conditions, the terms "Customer" and "Consumer" are used interchangeably.

**Customer's Housepiping.** All piping and attached fittings of any kind on the Customer's side of the Point of Delivery, used in any manner in connection with natural gas services.

**Customer's/Consumer's Installation.** All piping, equipment, appliances, vents, connectors, valves, fittings, apparatuses, devices, or facilities of any kind or character, including methane detectors and carbon monoxide detectors, on the Customer's side of the Point of Delivery.

**Point of Delivery.** The point of connection between the Company and Customer where the natural gas supplied by the Company leaves the outlet side of the Company's meter and enters into the Customer's Housepiping.

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**3. APPLICATION FOR SERVICE**

Gas service will be provided under the applicable rate schedule to an Applicant requesting service, at the Company's discretion, after a completed *Standard Application for Service* is accepted by the Company.

The Company may refuse to service an Applicant while there remains an unpaid account for previous service by such Applicant.

Consumers taking possession of premises provided with gas and using such gas before making application to the Company shall be liable for and shall pay for all such gas used.

Nothing in these Rules requires the Company to serve any Applicants whom the Company is not required by law to serve, but the Company may serve such Applicants under a special contract or agreement between the Company and such Applicants.

**4. AVAILABILITY OF SERVICE**

Natural gas service is available in all areas served by the Company where:

A. the premises to be served are located adjacent to existing distribution mains with adequate capacity and pressure for the type of service requested; or

B. where the existing distribution main may be extended in accordance with conditions set forth in Paragraph A of Section 4 of these Standard Terms & Conditions.

Gas service for residential and commercial customers shall be rendered and billed at a pressure base of 14.95 pounds per square inch absolute (PSIA).

Volumes of gas delivered to any commercial Customer authorized by the Company to receive service at a pressure greater than 14.95 PSIA, shall be adjusted for billing purposes to reflect volumes at a pressure base of 14.95 PSIA.

All gas service is offered subject to the Company's ability to secure and maintain adequate and suitable sources of supply.

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**6. COMPANY'S RESPONSIBILITY**

The Company shall exercise due diligence in the operating and maintenance of its facilities to provide safe, adequate and uninterrupted service to its Customers, but it is expressly understood and agreed that the Company shall not be liable to the Customer, nor shall the Customer be liable to the Company, by reason of failure of the Company to deliver, or the Customer to receive, natural gas as the result of injunction, fire, strike, riot, explosion, flood, accident, breakdown, fuel storage, delay or failure of performance by a third party, governmental action or inaction, acts of God or the public enemy or other acts or conditions reasonably beyond the control of the party affected, nor shall the Company be liable for damages occasioned by the interruption of service, when such interruptions are necessary to make repairs or changes in the Company's equipment and facilities.

All connections to the Company's facilities shall be made by the Company without regard to whether the cost thereof shall, by these Standard Terms and Conditions or otherwise, be required to be made at the expense of the Customer.

Unless otherwise noted, all customer services are open order.

**7. CUSTOMER'S RESPONSIBILITY**

Natural gas service supplied under these Standard Terms and Conditions shall be for the exclusive use of the Customer and shall not be resold or shared with others without the Company's written consent.

The Customers shall be solely responsible for the selection, installation, maintenance, repair, operation, and inspection of all facilities beyond the Company's Point of Delivery, including the Customer's Installation, Customer's Housepiping, appurtenances, devices and appliances. The Customer shall be responsible for the use, abuse, disposition or presence of gas beyond the Point of Delivery as described earlier. Such facilities shall be installed and maintained in a safe manner, and in compliance with good practice and all lawful regulations.

Where municipal, parish or other governmental or regulatory authority requires a certificate or permit approving the Customer's installation or facilities, the Customer shall obtain, and submit to the Company, at their expense the necessary permit before service will be rendered.

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The Company does not assume any responsibility, obligation, or duty for (1) inspecting or maintaining Customer's Installation, Housepiping, or any other Customer facilities; (2) determining whether the Customer has complied with all applicable safety codes and regulations; or (3) establishing or enforcing any piping, equipment, device, or facility specifications. Nor does the fact that service may have been available constitute the Company's approval of the Customer's selection, installation, maintenance, repair, or operation of Customer's Installation or Housepiping. However, the Company reserves the right to refuse service or to discontinue service to any Customer, where the Company's established turn-on procedure indicates a leaking or non-gas tight situation on the Customer's facilities or where the Company determines a safety or potential safety concern exists. Service shall not be rendered or restored until the indicated situation is corrected and a regulatory permit attesting to this fact has been received. If a regulatory permit is not required by the governing authority, service will be rendered only after subsequent turn-on tests indicate that the situation has been corrected.

The Company shall have no duty, obligation, or responsibility to notify the Customer of technology or technological advances associated with the Customer's Installation or Housepiping nor shall the Company have any duty, obligation, or responsibility for inspecting the performance, location, or maintenance of the Customer's Installation or Housepiping including, but not limited to, the Customer's methane detectors and/or carbon monoxide detectors.

It shall be the Customers responsibility to pay for volumes of gas delivered and services performed when bills for same are rendered.

**8. CUSTOMER DEPOSITS**

Each Customer applying for service may be required to make a cash deposit to secure the payment of any bill due or which may become due and for the return of all Company owned equipment, in proper working condition, installed on the Customer's premises. The amount of such deposit for each class of service is set forth in Schedule CD.

The deposit plus any accrued interest will be credited back to the Customer after maintaining 12 months of excellent credit history. Upon termination of service, any deposit plus accrued interest not previously credited will first be applied to pay any amount owed the Company by the Customer. Any remaining portions of the deposit and interest will be refunded.

The cash deposit shall not in any manner affect the right of the Company to discontinue service to the Customer for the non-payment of past due accounts, regardless of the fact that the deposit is in excess of the amount past due.

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**9. METERING**

All metering devices and equipment required to properly measure and regulate the pressure of gas supplied to the Customer shall be installed, owned, operated and maintained by the Company.

The Point of Delivery of gas to the Customer shall be at the outlet side of the Company's meter where the Customer's Housepiping connects to that of the Company.

The Customer shall provide, on their premises, an accessible and protected location for the Company's metering, regulating and/or other equipment necessary to deliver, regulate and measure the gas supplied by the Company. Should such location later become unsafe, the cost of relocation shall be borne by the Customer. The Customer shall not damage or tamper with said equipment and shall take measures to prevent others from damaging or tampering with any of Company's equipment located on Customer's premises. The Customer shall immediately notify the Company in the event of damage to the Company's property on the Customer's premises.

The Company shall have the right of access to the Customer's premises at any reasonable time for the purpose of installing, changing, reading, testing, repairing or removing its equipment or for all other purposes necessary to render proper service to the Customer. Failure to permit such access shall be cause for discontinuance of service in the manner provided for in Section 12. This right of access shall not be construed as placing any responsibility on the Company to inspect and test the lines, Installation, or Housepiping of the Customer.

The Company shall regularly test, maintain and/or replace its metering devices in order to maintain their accuracy of registration, as required by good operating practice and all lawful regulations. Should a Customer request a test, and the meter is found to be accurate within two percent ( 2%), the Company may make a charge as set forth in Schedule MSC to partially cover the cost of such test.

If the meter is tested and found to be inaccurate by more than two percent (2%), the Company shall adjust bills to compensate for such. Adjustments will be made from the date the meter became inaccurate. If a beginning date cannot be determined, an adjustment shall cover a time frame that is mutually agreed upon by the Company and the Customer. In either case, the adjustment of bills shall not cover a period of more than six months.

**10. LIMITATION OF USE**

All gas delivered to the Customer is for the sole use of said Customer on Customer's premises only and shall not be redelivered or resold or the use thereof by others permitted unless otherwise expressly agreed to in writing by the Company, No changes, extensions, or replacement of service pipe without written consent of the Company shall be made, and no extension whatsoever of Customer-owned piping shall be made for the purpose of supplying gas to adjacent property, or to other persons or concerns residing or the operating on the premises of the Customer.

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12. SUSPENSION OF SERVICE

The Company may suspend or discontinue service and remove its property from the premises at any time for any of the following causes:

- (1) For use of gas in violation of Section 10 hereof;
- (2) On account of or to prevent theft, fraud, or abuse;
- (3) In the event the Customer's premises are vacated;
- (4) In the event the Company's representatives are refused access to such premises for any lawful purpose;
- (5) For Customer's default of contractual obligations;
- (6) For Customer's failure to comply with any of these Standard Terms and Conditions;
- (7) On the discovery of conditions that are, or may become, dangerous or unsafe to life or property at any point on the Customer's premises;
- (8) For permitting pipes, or appliances owned or used by the Customer to leak or otherwise permit the escape or waste of gas;
- (9) For testing repairs, changes or adjustments in Company's facilities;
- (10) Because the Company's property on the Customer's premise has been damaged destroyed, or tampered with;
- (11) For placing or permitting the placing of any by-pass around any meter or service line;
- (12) For use of gas in violation of any law, ordinance, or regulation;
- (13) Where a fraudulent use of gas is detected;
- (14) Any natural gas service bill in arrears.

No notice of termination or suspension need be given in cases of unauthorized use orf disposition of service by Customer or in the case of dangerous leakage or other dangerous conditions on Customer's side of the Point of Delivery or in the case of utilization by Customer of service in such manner as to cause danger to persons or property or to jeopardize service to Customer or to others.

When necessary to make repairs to or changes in Company's system, or other property, Company may, without incurring any liability, suspend service for such periods as may be reasonably necessary. Company will notify Customer in advance of such suspension whenever possible.

For any other default by Customer, the Company shall not discontinue service to any customer for violation of its rules or regulations nor for non-payment of bills, without first having made reasonable efforts to induce the customer to comply with its rules and regulations, or to pay amounts due to the Company. Service may be discontinued after five (5) days' written notice shall have been given to the Customer in the manner specified in Louisiana Public Service Commission's General Orders dated 9/10/1957, 2/20/1973, and 7/12/1976.

When service has been discontinued, the Company may refuse service until the cause for discontinuance has been removed.

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Service suspended for non-payment of bills will not be restored until the Customer has paid all amounts due to the Company plus restoration charges as set forth in Schedule MSC.

Should a Customer request permanent discontinuance of service during any period of suspension for non-payment, all amounts due the Company shall be paid before service is made available to the Customer.

The Company shall not terminate service to a Customer if the termination would have an adverse effect on the health and well being of the Customer or a member of the Customers household provided that:

- A. the Company has been advised and is provided with sufficient evidence that termination during the specified period will have an adverse effect on the health and wellbeing of the Customer or a member of Customer's household and;
- B. that the Customer has established, to the satisfaction of the Company, an inability to pay for such service, except in installments, for a predetermined period.

The Company shall not be liable for damage occasioned by suspension of service when such suspension is effected in accordance with these Standard Terms and Conditions.

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16. **FARM TAPS** - (Where the Company does not have a Distribution System)

A Farm Tap shall be any tap which supplies a Customer directly from a transmission Company's main or in any way other than from the Company's distribution system.

Applications for service from farm taps shall be approved by the Division Engineering Department.

The meter and regulator shall be located at the closest point to the transmission Company's pipeline tap in an accessible and safe location. The Company will furnish and install the necessary pipe from the tap to the meter. The pipe beyond the outlet of the meter shall be installed by the Customer at his expense and remain the property of the Customer.

The Customer shall reimburse the Company for any costs incurred by the Company for the acquisition of any right-of-way required to provide the service. Additionally, the Customer shall pay the costs incurred by the Company from the transmission company as follows:

1. All regulatory commission tap filing fees, as specified in the regulatory commission regulations, shall be paid at the time the Customer requests the tap and is non-refundable.
2. Upon notification from the transmission company of regulatory commission approval or disapproval, the Company will notify the requesting Customer. If approved, the Customer is to pay an amount equal to the estimated tapping costs as provided by the transmission company. After receipt of these fees, the tap will be installed by the transmission company with metering and regulating equipment provided installed by the Company.

If actual costs are less than those estimated, the difference will be refunded to the Customer. If in excess, the Customer will be billed the difference.

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**17. RATE SCHEDULES AND RIDERS**

The rates and charges for services rendered shall be the Company's rates and charges currently in effect for the applicable class of service as provided in the Company's rate schedules and riders.

Whenever there is a conflict between the provisions of any of the requirements herein and the specific provisions of any rate schedule or rider, the provisions of the rate schedule or rider shall govern.

The Company specifically reserves the right to change the Standard Terms & Conditions, rate schedules (rates and charges) or riders from time to time for its services, in accordance with applicable law and procedures prescribed by governing authorities.

When more than one rate schedule is applicable to the Customer's service, the Company will, upon request of the customer, give assistance as it reasonably can to enable the Customer to select the most favorable rate schedule. Such assistance will be based on the Customer's representations as to the use of service, and the Company will in no event be responsible for any difference that may later arise because of the provisions or effect of any rate schedule selected.

**18. SCOPE AND CHANGE OF REGULATIONS, CONFLICTS**

The terms and conditions stated herein are a part of the Company's tariff lawfully published and are subject to such changes as may be made lawfully. They are in addition to and are incorporated, by reference, in the Company's Service Contracts and Rate Schedules. Insofar as any regulation or condition is applicable thereto they are as much a part of any particular Schedule as if fully stated in that Schedule.

Whenever there is a conflict between the provisions of any of the requirements herein and specific provisions of any Rate Schedule, the provisions of the Rate Schedule shall govern.

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**RESIDENTIAL SERVICE  
Schedule RS**

**AVAILABILITY**

In communities on the existing gas distribution mains of the Company, subject to the Company's Standard Terms and Conditions.

**APPLICATIONS**

To private residences or individual family apartments only, for natural gas service supplied for all residential purposes when taken through one meter OR only to the total natural gas requirements of any Public Housing Project supplied at one point of delivery and measured through one meter, when the Project owns, operates and maintains its own distribution system within its boundaries. Service hereunder is for the exclusive use of the Project for itself and its residential tenants and shall not be resold or shared with others. It is not applicable to commercial enterprises, concessions, or any other parties or concerns on or outside the Project site; nor is it applicable for standby or supplementary service or the operation of gas engines.

Service hereunder is for the exclusive use of the Customer and shall not be resold or shared with others.

**RATE**

- (a) TBD Monthly Customer Charge
- (b) TBD per CCF Commodity Charge

**NET MONTHLY BILL**

The net monthly bill shall include customer charge, commodity charge, Rider PGA, and if applicable, Riders LBP, RET, RSC, WNA and EEDBP.

In addition to the above, the net monthly bill shall also include the proportionate part of any directly allocable tax, impost or assessment imposed or levied by any governmental authority, which is assessed or levied against the Company or directly affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of meters, customers, or rates of or revenue from gas or service sold or on the volume of the gas produced, transported, purchased for sale, or sold, or on any other basis where direct allocation is possible.

**PAYMENT**

Bills are rendered monthly and are due and payable upon presentation. If paid on or before twenty days after the date thereof, the Net Monthly Bill will apply. For payment after said twenty days, the Gross Monthly Bill, which is the Net Monthly Bill plus 5% will apply.

**COMMERCIAL SERVICE  
Schedule CS**

**AVAILABILITY**

In communities on the existing gas distribution mains of the Company, subject to the Company's Standard Terms and Conditions.

**APPLICATION**

To all natural gas service other than residential service when taken through one meter. Service hereunder is for the exclusive use of the Customer and shall not be resold or shared with others. In the event of a shortage of natural gas transported by pipeline, Customers using natural gas for domestic purposes are entitled to be served by priority and preference, and Company reserves the right to reduce natural gas deliveries to Customers served under this Schedule when necessary for the supply of such domestic customers.

**RATE**

(a) <b>TBD</b> Monthly Customer Charge			
Commodity Rate per Month			
			Per CCF
Up to first	15,000	CCF	<b>TBD</b>
next	65,000	CCF	<b>TBD</b>
next	500,000	CCF	<b>TBD</b>

**NET MONTHLY BILL**

The net monthly bill shall include customer charge, commodity charge, Rider PGA, and if applicable, Riders LBP, RET, RSC, WNA and EEDBP.

In addition to the above, the net monthly bill shall also include the proportionate part of any directly allocable tax, impost or assessment imposed or levied by any governmental authority, which is assessed or levied against the Company or directly affects the Company's cost of operation and which the Company is legally obligated to pay on the basis of meters, customers, or rates of or revenue from gas or service sold or on the volume of the gas produced, transported, purchased for sale, or sold, or on any other basis where direct allocation is possible.

**PAYMENT**

Bills are rendered monthly and are due and payable upon presentation. If paid on or before twenty days after the date thereof, the Net Monthly Bill will apply. For payment after said twenty days, the Gross Monthly Bill, which is the Net Monthly Bill plus 5% will apply.

MISCELLANEOUS SERVICE CHARGES  
Schedule MSC

1.	Initiation and Restoration of Service	
	(a) During regular business hours	\$ 30.00
	(b) After regular business hours	\$ 50.00
	Restoration of service after disconnection for non-payment	
	(c) During regular business hours	\$ 55.00
	(d) After regular business hours	\$ 82.50
	Restoration of service after seasonal disconnect	\$65.00
2.	Handling, processing and collecting checks returned to the Company by Banks.	\$ 20.00
3.	Meter test requested by Customer when meter is found to be within $\pm 2\%$ accuracy	\$ 20.00
4.	Trip Charge	
	(a) Dispatching an employee to Customer's premises to disconnect for non-payment of bill and payment is made without service being disconnected	\$10.00
	(b) Any non-emergency service performed while on an Emergency Call	\$20.00
5.	Meter Tampering	\$150.00

**CUSTOMER DEPOSITS**  
**Schedule CD**

Each customer applying for service is required to make a cash deposit in accordance with Section 7 of the Standard Terms and Conditions. Deposit requirements are as follows:

- |    |  |                |
|----|--|----------------|
| 1. | Residential  | <b>\$50.00</b> |
| 2. | Commercial - Twice the estimated maximum monthly bill,<br>but no less than | <b>\$75.00</b> |

Note:

Should a residential customer be disconnected for non-payment of his gas service bill, the required deposit when reapplying for service after the first disconnect shall be \$100.00. For all subsequent disconnects for non-payment, this deposit shall be \$150.00, when reapplying for service.

Should a commercial customer be disconnected for non-payment of his gas service bill, the required deposit when reapplying for service after the first disconnect shall be the greater of \$200.00 or twice the highest monthly bill. For all subsequent disconnects for non-payment, this deposit should be the greater of \$300.00 or twice the highest monthly bill when reapplying for service.

**PURCHASED GAS ADJUSTMENT**  
**Rider PGA**

**APPLICATION**

This adjustment clause is applicable to natural gas service furnished under any rate schedule incorporating Rider Schedule PGA by reference.

In addition to the provisions of the applicable rate schedule, the following adjustments shall be made to each bill for service.

**PURCHASE GAS ADJUSTMENT**

This purchase gas adjustment provides a monthly adjustment per hundred cubic feet (CCF) of sales that adjusts for the fluctuations in the cost of gas purchased by the Company in supplying natural gas service. The adjustment per CCF, rounded to the nearest \$0.00001, to be added to the monthly bill shall be derived as follows:

$$\text{Purchase Gas Adjustment (PGA)} = D + C + A$$

$$\text{Demand Component (D)} = Dg / Dv$$

$$\text{Commodity Component (C)} = Cg / Cv$$

Where:

1. "Dg" is estimated annual Reservation and Demand Charges.
2. "Dv" is the estimate of volumes to be purchased on an annual basis.
3. "Cg" is the estimated delivered cost of gas to be purchased in the current month.
4. "Cv" is the estimate of volumes to be purchased in the current month.
5. "A" is the "Amortization of (Over)/Under Collection" charged per CCF to adjust for any over or under collection of gas costs that result from the difference between actual gas purchases and gas cost recoveries.

PURCHASED GAS ADJUSTMENT  
SUMMARY

**This summary is updated and filed monthly with the Purchased Gas Adjustment filing at the Louisiana Public Service Commission.**

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

**A. APPLICATION**

This clause is applicable to gas service under any rate schedule incorporating Rider Schedule RSC by reference.

**B. RSC FACTORS AND ADJUSTMENT CALCULATION PROCEDURE**

- (1) Under this RSC, a determination shall be made pursuant to the Rider Schedule RSC as to whether the Company's revenue should be increased, decreased or left unchanged. If it is determined that the revenue should be increased or decreased, the natural gas rate schedules incorporating this Rider Schedule RSC will be adjusted in the manner set forth in this rider.
- (2) The Company will file an annual report showing earnings for the 12-month period ended December 31 (test year). The Company's annual report showing earnings shall be based upon actual costs recorded in the books of the Company and shall include any allowed adjustments as per rules stated herein. Such filing shall be made by March 31 immediately following the close of the test year. Any appropriate rate change will become effective with the first billing cycle of July in the year following the close of the test year.
- (3) The Allowed Return on Equity (AROE) for each test year of the three-year term of 2026, 2027, and 2028 shall be a midpoint AROE of 9.80% with an earnings bandwidth of 20 basis points.

For the twelve-month period ending December 31st, the Company's earned return on equity (ROE) adjusted for the known and measureable changes described in Paragraph C shall be compared to the AROE for the test year, and the base rates under the rate schedule subject to this Rider RSC shall be increased or decreased as follows:

- a) To the extent the earned ROE is less than or equal to the AROE plus 20 basis points (9.80% to 10.00%) or is greater than or equal to the AROE less 20 basis points (9.60% to 9.80%), no rate change shall be made.
- b) To the extent the earned ROE is greater than the AROE plus 20 basis points (above 10.00%) or less than the AROE less 20 basis points for the test year (less than 9.60%), rates will be increased or decreased by the amount necessary to increase or decrease the earned ROE to equal midpoint AROE of 9.80%, for the test year.
- c) The earned ROE shall be compared to the AROE prior to the deduction of the Deferred Regulatory Liability Amortization.

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

- (4) The RSC adjustment will be applied to all charges on the rate schedules to which RSC is applicable. Rate schedules will be filed by the Company with the Commission each time they are adjusted pursuant to the RSC and shall then become the filed rates of the Company.
- (5) If a rate change is necessary, the Company shall include a bill enclosure to each residential and commercial customer in each June billing cycle notifying the customer of the percentage increase or decrease of the pending rate change, the dollar impact on the average residential and commercial customer, and the Commission docket number assigned to the RSC proceeding. The bill enclosure must notify customers that the rate adjustment shall go into effect on July 1st pursuant to the approved RSC but the rate adjustment is still subject to Commission vote and refund.
- (6) A Joint Report and Draft Order shall be filed for the Commission's consideration in the event no disputed issues remain between Staff and the Company.

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

**C. RSC ADJUSTMENT FORMULA**

(1) The RSC adjustment formula will be applied consistent with Section B.3. The RSC adjustment shall be applied so as to adjust the base rates under the respective schedules to which this rider is applicable.

(2) **Step 1**

Whenever the earned ROE is less than the Allowed Return on Rate Base (AROE) for the test year, calculate the total adjustment necessary to bring the earned ROE to the AROE as follows:

$$\text{Total Adjustment} = \frac{(\text{AROE} - \text{ROE}) * (\text{CE})}{(1 - T)} - \text{DRL}$$

Where, for the test year:

ROE = Return on Common Equity Capital Investment  
CE = Common Equity Capital Investment  
T = Combined Federal and State Income Tax Rate  
DRL = Deferred Regulatory Liability

(3) **Step 1-a**

Apply first to the rate schedules a 75% revenue deficiency increase to residential class and 25% to commercial class.

(4) **Step 1-b**

Allocate each classes increase to the customer charge and volumetric rate in a proportional manner applicable in proportion to the rate schedules' normalized gas service revenue. Round the resulting increase or decrease to the nearest thousandth of a cent per CCF and apply it to all commodity charges in the rate schedule.

(5) **Step 1-c**

Company shall update its class cost of service study annually. When the residential class is contributing to the overall system return on an equivalent basis to commercial class future rate increases shall start with Step 1-b.

**RATE STABILIZATION CLAUSE  
Rider RSC**

**(6) Step 2**

Whenever the earned ROE is greater than the AROE for the test year, calculate the total adjustment necessary to bring the earned ROE to the AROE as follows:

$$\text{Total Adjustment} = \frac{(\text{ROE} - \text{AROE}) * (\text{CE})}{(1 - T)} - \text{DRL}$$

Where, for the test year:

ROR = Return on Common Equity Capital Investment  
CE = Common Equity Capital Investment  
T = Combined Federal and State Income Tax Rate  
DRL = Deferred Regulatory Liability

**(7) Step 2-a**

Any rate reduction adjustment will be achieved through a uniform decrease in the commodity rates of all schedules to which the RSC is applicable. Allocate the total adjustment among the rate schedules to which the RSC is applicable in proportion to the rate schedules' normalized gas service revenue.

**(8) Step 2-b**

For each rate schedule, divide the allocated portion of the total adjustment by the commodity charge billing units. Round the resulting decrease to the nearest thousandth of a cent per CCF and apply it to all commodity charges in the rate schedule.

**D. ANNUAL EARNINGS CALCULATIONS**

- (1) Rate base will include, but not be limited to, end of period plant in service, accumulated depreciation and accumulated deferred income taxes (ADIT). The components included within ADIT may be modified based on changes in regulation, federal or state tax law, and/or business activity; however, ADIT will be limited to rate base/ cost of service items, inclusive of ADIT associated with gains and losses on reacquired debt. Any book/ tax differences shall be reviewed to determine their appropriate treatment in the calculation of ADIT for Louisiana and included in the RSC Annual Report for Commission review and authorization.

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

In addition, the amount of CWIP included in rate base in the RSC is the amount which is not eligible to receive an amount of AFUDC, as stated in section (3) below. In order to be consistent, the percentage of ineligible CWIP to total CWIP will be applied to the CWIP amount used in determining ADIT.

**RATE STABILIZATION CLAUSE**

**Rider RSC**

To be consistent with rate base methodology, revenues will also be adjusted to reflect year-end customer levels.

Year-end balances of the reserves for injuries and damages, self-insurance reserve, uncollectibles reserve and similar items for which the Company utilizes reserve accounting will be recognized as rate base additions or deductions.

- (2) For the following rate base items, 13-month average of average balances will be used: materials and supplies; prepayments; and customer deposits. The balance of underground storage will be based on the average of the 12 monthly average balances. (This is derived by using a 13-month average that only gives one-half weight to the first and the last month in the test period.)
- (3) Only that portion of Construction Work in Progress (CWIP) that is not eligible for AFUDC is to be included in rate base.
- (4) A cash working capital allowance equal to 1/16th of non-gas O&M expense shall be included in rate base. O&M expense must be adjusted to exclude any non-cash expenses, including uncollectibles.
- (5) As part of its System Integrity Investment Program ("SIIP") discussed in subsection G, the Company shall be allowed to establish and include in rate base a regulatory asset ("SIIP Regulatory Asset") to record all costs incurred in connection with the acquisition, installation and operation (including related depreciation but not property taxes) for the following natural gas utility plant projects:
  - (a) Installation of natural gas distribution and transmission facilities to comply with local, state and federal safety requirements as replacements for existing facilities; projects undertaken to extend the useful life or enhance the integrity of natural gas distribution and transmission facilities to comply with local, state and federal safety requirements, and
  - (b) Facility relocations required due to construction or improvement of a highway, road, street, public way or other public work by or on behalf of the United States, this state, a political subdivision of this state or another entity having the power of expropriation provided that the costs related to such projects have not been reimbursed to the natural gas public utility.
  - (c) Investment cost described in (5) a. and (5) b. and used in the calculation of the SIIP Regulatory Asset shall include a reduction for associated accumulated deferred income taxes if the Company has no regulated net operating loss recorded. Depreciation expense shall not be adjusted for reductions related to investment retired as a result of investments made under this section.

The Company may record interest on the balance in the regulatory asset account based on the pretax cost of capital last approved for the utility until such amounts are included in and recovered through rates in the Company's subsequent RSC filing.

**RATE STABILIZATION CLAUSE  
Rider RSC**

- (6) Adjustments to test year expenses are allowed for certain items. The following are eligible for annualization at year-end levels:
- (a) changes in income and franchise tax rates, the applicable items being depreciation, salaries and wages, payroll taxes and certain benefits items.
  - (b) payroll taxes based on end-of-test-year employee levels, wage rates and payroll tax rates.
  - (c) pension expense based on the most recent actuarial report
  - (d) property and casualty insurance premiums in effect at the end of test year.
  - (e) depreciation expense based on end-of-test-year plant

The adjustment for salaries and wages shall be based upon the average staffing levels over the entire twelve-month test year. To the extent necessary, adjustments shall be made to exclude incentive compensation expense and to reflect post-retirement benefits expense other than pension on a pay-as-you-go or cash basis, consistent with Commission policy.

The adjustment for bad debt expense shall be based upon the actual net write-offs for the test period.

- (7) Adjustments to normalize anomalies and out of period items will be made in order to reflect ongoing cost levels for the period in which rates will be in effect. All such adjustments will be subject to review at the time of each RSC filing.
- (8) Weather-normalized sales will equal the total of actual sales revenue and weather normalization adjustments in the test year.
- (9) Changes in Atmos Energy's actual cost of debt shall be recognized. The cost of debt will be calculated to include short-term debt amounts (13-month average) and costs. In addition, in Steps 1 and 2 of Paragraph C, the earned ROE and the CE shall be determined using the actual capital structure at test-period end, provided that the common equity ratio used for this purpose shall not exceed 58%. Income taxes shall be synchronized with the capital structure utilized for these calculations.

**RATE STABILIZATION CLAUSE**

**Rider RSC**

- (10) Atmos Energy shall include a not-to-exceed Per Books O&M Benchmark Index as a prescribed adjustment in the consolidated division's annual Rate Stabilization Clause ("RSC") filings for a period of seven years, beginning with the 2020 test year. The base level expenses for the not-to-exceed O&M Benchmark Index will be the combined projected year-end O&M Expenses for calendar year 2019, less certain non-recurring expenses expected to be incurred in 2019 ("Benchmark Index"). The Benchmark Index is comprised of \$13,347,000 for TransLa and \$38,022,000 for LGS, for a total of \$51,369,000. The Benchmark Index is to be applied in each successive annual RSC filing by the consolidated division for 2020 — 2026 test years.
- (11) The year-to-year change in the not-to-exceed Benchmark Index, based on the baseline of \$51,369,000, will be based upon the exact formula that has been used and is currently being used to calculate the LGS O&M Benchmark Savings Adjustment ("BSA") with the exception that the base year for the CPI-22 U and ACA Wage indices will be 2019. For the 2020-2026 test years, Atmos Energy shall not recover through its RSC O&M expenses in excess of this amount. The 2019 test year will also serve as the base year to determine the customer increase percentage:
- (a) The change in the "Benchmark Index" shall be equal to: 40% of the change in the CPI-U as of June of each year relative to the CPI-U as of June of the prior year; plus 60% of the change in the ACA Wage Index; plus 50% of the percentage increase in the number of the consolidated division customers (for purposes of this calculation, a customer is equal to a meter). The percentage increase in the number of the consolidated division customers to be used for the calculation of the "Benchmark Index" shall not exceed 1% nor be less than 0%.

**E. FILING and RESOLUTION PROCEDURES**

- (1) The Company will file an annual Evaluation Report showing its earnings for the test year ended December 31, on or before March 31 for Test Years 2026, 2027, and 2028. A copy of the report will be provided to the Commission Staff ("Staff") at the time it is filed with the Commission. At the time each such Evaluation Report is filed, the Company will provide Staff with work papers supporting the data and calculations reflected in the Evaluation Report. Staff may request clarification and additional supporting data.

**RATE STABILIZATION CLAUSE**  
**Rider RSC**

- (2) Staff shall then have until the subsequent June 15, or 75 days after filing for TY 2026, TY 2027 and TY 2028, whichever is longer, to review the Evaluation Report to ensure that it complies with the requirements of the RSC. If the Staff should detect any errors in the application of the principles and procedures of the RSC, such errors shall be communicated in writing to the Company by Staff's deadline identified above. Each such indicated error shall include documentation of the proposed correction, to the extent possible. However, the inability to fully document a potential correction shall not serve as a basis for not considering that correction. The Company shall then have ten (10) days to review any proposed corrections, to work with the Staff to resolve any differences and to file a revised Evaluation Report reflecting all corrections upon which the Parties agree. The Company shall provide the Staff with appropriate work papers supporting any revisions made to the initial filing.
- (3) Except where there is an unresolved dispute, which shall be addressed in accordance with the provisions described below, the appropriate adjustment to rates shall become effective for bills rendered on and after the first billing cycle for the month of July in the year following the close of the test years.
- (4) In the event there is a dispute regarding any Evaluation Report, the Company and the Staff will work together in good faith to resolve such dispute. If the dispute is not resolved by the end of the ten (10) day period noted above, revised rates reflecting all revisions to the initially filed Evaluation Report on which the Staff and the Company agree shall become effective no earlier than July 1 as described above. Any disputed issues shall be submitted to the Commission for resolution.
- (5) If the Commission's final ruling on any disputed issues requires changes in the rates initially implemented, the Company shall file a revised Evaluation Report reflecting the required changes within fifteen (15) days after receiving the Commission's order resolving the dispute. The Company shall provide a copy of the filing to the Staff together with appropriate supporting documentation. Such modified rate adjustments shall then be implemented with the next applicable monthly billing cycle.
- (6) Within 60 days after receipt of the Commission's final ruling on disputed issues, the Company shall determine the amount to be refunded or surcharged to customers, if any, together with interest at the legal rate of interest. Such refund/ surcharge amount shall be applied on a percentage basis and shall be based on the customer's applicable base revenue during the period the interim rates were billed. Such refund/ surcharge amount shall be applied to customers' bills in the manner prescribed by the Commission.

**RATE STABILIZATION CLAUSE  
Rider RSC**

- (7) Beginning with January 31, 2023, and every three years thereafter, the Company will make a separate filing for the Staff and Commission to review the provisions of the RSC tariff to determine that its terms are still in the public interest and will produce just and reasonable rates for the following three years.

**F. EXTRAORDINARY COST PROVISION**

- (1) It is recognized that from time-to-time Atmos Energy may experience extraordinary increases or decreases in costs and/or revenues that occur as a result of actions, events, or circumstances beyond the control of the Company (e.g., changes in federal or state income tax rates). Such costs may significantly increase or decrease the Company's revenue requirements and, thereby, require rate changes that this Rider Schedule RSC is not designed to address. Should Atmos Energy experience such an extraordinary increase or decrease in costs and/or revenue having a net annual revenue requirement impact exceeding \$5 million on an LPSC jurisdictional basis, then either Atmos Energy may request a proceeding or the Commission may initiate a proceeding to consider an appropriate regulatory treatment of such extraordinary cost or revenue increases and/or decreases outside the provisions of this Rider Schedule RSC.

**G. SYSTEM INTEGRITY INVESTMENT PROGRAM (SIIP)**

- (1) In Docket U-32987, the Louisiana Public Service Commission approved a System Integrity Investment Program ("SIIP") and regulatory asset treatment for SIIP Projects to support investment in the safety and reliability of Atmos Energy's infrastructure in Louisiana.
- (2) For the filings in 2027 through 2029 (reflecting calendar years 2026 through 2028), Atmos Energy shall not recover more than \$357,000,000 total over the three-year period for Risk-based Specific Safety Projects, which address safety hazards and Pipeline and Hazardous Materials Safety Administration ("PHMSA") requirements through pre-planned projects to eliminate PHMSA-identified risks that exist on Atmos Energy's system.

**WEATHER NORMALIZATION ADJUSTMENT**  
**Rider WNA**

**A. PROVISION FOR ADJUSTMENT**

The base rate per CCF for gas service set forth in any rate schedules utilized by the Commission in determining normalized test period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment" (WNA). This adjustment shall apply to all residential and commercial bills calculated for all billing cycles in the months of December through March. It shall be in effect for the duration of the Rate Stabilization Clause (RSC).

**B. COMPUTATION OF WEATHER NORMALIZATION ADJUSTMENT**

The Weather Normalization Adjustment shall be computed to the nearest one-hundredth cent per CCF by the following formula:

$$WNA_i = R_i \times \frac{HSF_i (NDD - ADD)}{BL_i + (HSF_i \times ADD)}$$

Where:

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

$WNA_i$  = Weather Normalization Adjustment Factor for the  $i^{\text{th}}$  rate schedule or classification expressed in cents per CCF

$R_i$  = weighted average base rate of temperature sensitive sales for the  $i^{\text{th}}$  schedule or classification utilized by the Commission for the purpose of determining normalized test year revenues

(continued)

**WEATHER NORMALIZATION ADJUSTMENT  
Rider WNA**

HSFi = Heat Sensitivity Factor for the  $i^{\text{th}}$  schedule or classification utilized by the Commission for the purpose of determining normalized test year revenues

BLi = Base Load usage for the  $i^{\text{th}}$  schedule or classification utilized by the Commission for the purpose of determining normalized test year revenues

NDD = Normal billing cycle heating degree days utilized by the Commission for the purpose of determining normalized test year revenues

ADD = Actual billing cycle heating degree days

**C. FILING WITH THE COMMISSION**

The Company will file a schedule showing the factors or values that were derived for each rate schedule or billing classification to be utilized under this rider, and schedules showing the computations of such factors.

**LEVELIZED BILLING PLAN  
Rider LBP**

**GENERAL**

Under this provision, certain Residential customers have the option of participating in the Company's Levelized Billing Plan (LBP) as an alternative to the Company's normal billing procedure. For purposes of this Rider, the following definitions shall apply:

"Normal Bill" is an amount computed using the Company's applicable residential rate schedule for service provided to a customer during a billing month.

"Average Bill" is the rolling average amount calculated as described below in Bill Determination.

"Qualifying Customer" shall mean a residential customer of the Company whose bill payment history meets the then current established standards.

**AVAILABILITY**

This rider is available to any qualifying customer of the Company.

**BILL DETERMINATION**

Customers participating in the LBP shall receive a monthly "average bill" computed using the most recent 12 months rolling average of the customer's normal bill for the immediately preceding months of service.

Where the Customer has less than twelve (12) months' billing history at his present location, the average bill amount will be calculated by averaging the customer's normal bills for the immediately preceding months of service.

**EFFECT ON OTHER TARIFF PROVISIONS**

Except as modified herein, participation in the LBP will have no effect on the Company's approved rate schedule or other billing charges used to calculate the customer's normal bill. Participation in the LBP shall have no effect on any other term or condition providing service contained in the Company's tariffs, including those provisions relating to termination of service for non-payment of bills.

**EFFECT OF CUSTOMER DISCONTINUANCE OF LBP OR TERMINATION OF SERVICE**

A customer may discontinue the LBP at any time by notifying the Company. If a customer requests discontinuance of the LBP, if his account is final billed, or if the service is suspended by the Company as a result of past due amounts on the account, any outstanding balance owed the Company at the time, including any differences between billings under the LBP and Normal Bills which would have been rendered under normal billing procedures, shall be immediately due and payable. Likewise, any credit due the customer shall be applied to the next bill or refunded, as appropriate.

Once service is suspended by the Company due to past due amounts owed by a customer on LBP, the customer will no longer be qualified for LBP and will be required to return to normal billing procedures if service is re-established.

**ENERGY EMERGENCY DEFERRED BILLING PLAN  
Rider EEDBP**

**GENERAL**

During an Energy Emergency, and pursuant to the provisions of this Rider, certain qualifying customers have the option of participating in the Company's Energy Emergency Deferred Billing Plan ("EEDBP") as an alternative to the Company's normal billing procedure.

For purposes of this Rider, the following definitions shall apply:

"Commission" shall mean the Louisiana Public Service Commission

"Commission's Order" shall mean the Commission's General Order No. R-26038 dated March 7, 2002.

"Energy Emergency" is an Emergency defined in the Commission Order.

"Normal Bill" is an amount computed using the Company's applicable residential rate schedule for service provided to a customer during a billing month.

"Qualifying Customer" shall mean:

1. A Residential Customer of the Company
  - (a) whose income does not exceed one hundred fifty percent (150%) of the poverty level as established by the Federal Government; or
  - (b) who receives any one of the following:
    1. food stamps
    2. Temporary Assistance for Needy Families (TANF);
    3. whose income consists solely of Social Security payments; or
2. A Customer who is otherwise identified as a Qualifying Customer by the Commission; or,
3. A Customer which is a governmental agency that provides services, the absence of which could result in imminent peril to public health, safety, and welfare.

**AVAILABILITY**

This rider is available to any Qualifying Customer of the Company who has pre-enrolled in EEDBP prior to the declaration of an Energy Emergency.

**ENERGY EMERGENCY DEFERRED BILLING PLAN  
Rider EEDBP  
(continued)**

**BILL DETERMINATION**

In the event of an Energy Emergency, a qualifying customer who has pre-enrolled in the EEDBP shall begin receiving bills computed in accordance with this rider effective with meters read after the declaration of the Energy Emergency. The rendering of normal bills shall be automatically suspended, and the qualifying customer shall begin receiving a monthly "average bill" computed using the most recent 12 months rolling average of the customer's normal bills.

The amount of the "average bill" and the normal bill will appear on the customer's monthly bill. The cumulative difference between normal bills which have been deferred on the "average bills" rendered under the EEDBP will be carried in a deferred balance that will accumulate both debit and credit differences. Any unpaid balances and deferred payments applicable to service provided prior to the declaration of the Energy Emergency shall be due and payable in addition to and at the same time as the "average bill".

Where the customer has less than twelve (12) months' billing history at his present location, the "average bill" amount will be calculated by averaging the customer's normal bills for the immediately preceding months of service.

**EFFECT OF EEDBP ON OTHER TARIFF PROVISIONS**

Except as modified herein, participation in the EEDBP will have no effect on the Company's approved rate schedules or the billing and collection of other charges, including past due amounts and charges deferred prior to the declaration of the Energy Emergency. Participation in the EEDBP shall have no effect on any other term or condition for providing service contained in the Company's tariffs including those provisions relating to termination of service for non-payment of bills.

**EFFECT OF CUSTOMER DISCONTINUANCE OF EEDBP OR TERMINATION OF SERVICE**

The customer may discontinue the EEDBP at any time by notifying the Company. If a customer requests discontinuance of the EEDBP, if the account is final billed, or if the service is suspended by the Company as a result of past due amounts on the account, any outstanding balance owed the Company at the time, including any differences between billings under the EEDBP and normal bills which would have been rendered under normal Billing procedures, shall be immediately due and payable. Likewise, any credit due the customer shall be applied to the next bill or refunded, as appropriate.

#### TECHNICAL TERMS AND ABBREVIATIONS

1. **Company** – Atmos Energy Corporation
2. **Customer** – Present or prospective user of natural gas service supplied by the Company
3. **Commission** – Louisiana Public Service Commission
4. **Cubic Foot of Gas** – The gas necessary to fill one cubic foot of space at a temperature of 60 degrees Fahrenheit and an absolute pressure of 14.7 pounds per square inch.
5. **CCF** – 100 cubic feet of gas
6. **LPSC** – Louisiana Public Service Commission
7. **MCF** – 1,000 cubic feet of gas
8. **PGA** – a monthly calculated adjustment applied to bills as a per CCF rate, to recover the Company's total delivered cost of gas.
9. **Open Order** – No minimum contract service period
10. **Seasonal Customer** – Any customer who has gas service disconnected during the summer (non-heating months) and is reconnected prior to, or during the winter (heating months.)

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