# BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION NASHVILLE, TENNESSEE

IN RE:	)	
	)	
PETITION OF ATMOS ENERGY	)	
CORPORATION TO AMEND	)	
TARIFF FOR ALLOWANCE	) Docket No. 21- 00068	
OF PERMANENT "SOFT CLOSE"	)	

PETITION TO AMEND TARIFF FOR OPTION TO ALLOW ACTIVE GAS SERVICE TO BE TRANSFERRED FROM ONE CUSTOMER TO ANOTHER AT THE SAME LOCATION FOR A PERIOD OF TIME WITH NO ACTUAL DISCONNECTION OR INTERRUPTION OF SERVICE

Atmos Energy Corporation ("Atmos Energy" or "Company") respectfully requests that the Tennessee Public Utility Commission ("Commission") approve its petition to amend the Company's tariff for an option to allow active gas service to be transferred from one customer to another at the same location for a period of time with no actual disconnection or interruption of service.

In support of this Petition, Atmos Energy respectfully submits the following:

1. Full name and address of the principal place of business of the company are:

Atmos Energy Corporation 5430 LBJ Freeway S 1800 Dallas, TX 75240

2. All correspondence and communications with respect to this Petition should be sent to the following:

Brannon C. Taylor Vice President, Rates & Regulatory Affairs KY/Mid-States Division Atmos Energy Corporation 810 Crescent Centre Dr. Ste. 600 Franklin, TN 37067 (615) 771-8301 – Facsimile

Erik C. Lybeck, Esq.
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- 3. Atmos Energy is a corporation organized and existing under the laws of the state of Texas and Virginia and is engaged in the business of transporting, distributing and selling natural gas, including in areas of Tennessee.
- 4. As has been set forth in its reports to the Commission filed in Docket No. 20-00047, Atmos Energy has implemented a wide-ranging set of procedures to ensure the safety of the Company's customers and employees, and of the communities served by the Company, in response to the COVID-19 public health emergency.
- 5. Among these safety procedures was the implementation and use of the "soft close" procedure outlined by the Company in its April 6, 2020 letter filed in Docket No. 20-00047.
- 6. In the course of using the "soft close" procedure, the Company has found that it reduces the need for service calls and entering customers' premises, as well as making it more efficient for new customers to initiate service.

- 7. The Company has attached to this Petition as Exhibit 1 its proposed update to its tariff to allow for a permanent "soft close" process.
- 8. In further support of this Petition, Atmos Energy relies upon the Pre-Filed Testimony of Brannon C. Taylor.

WHEREFORE, Atmos Energy respectfully requests that the Commission approve its petition to amend tariff for option to allow active gas service to be transferred from one customer to another at the same location for a period of time with no actual disconnection or interruption of service.

Respectfully submitted,

**NEAL & HARWELL, PLC** 

Bv:

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Counsel for Atmos Energy Corporation

# EXHIBIT 1

# GENERAL RULES AND REGULATIONS (Continued)

# 1.1 <u>Activation Charge</u>

Service which is discontinued by the Company, or at the Customer's request, may be restored upon payment by customer of all indebtedness for gas service and an activation charge which shall be \$40 for activation during normal business hours. (Additional charges may apply if after-hours service is requested and performed). This activation charge will apply to all meter turn-ons at existing locations and all reconnections of service and shall apply to all rate schedules.

#### 1.2 Limitations on Discontinuance

Gas service to any Customer will not be terminated without reasonable prior notice and the Customer being given reasonable opportunity to dispute the reasons for such termination.

- (a) Prior reasonable notice will be sent to a Customer informing of the date of any proposed termination of service unless such Customer takes appropriate action. The date of the proposed termination shall be at least seven (7) days after the Company sends the notice by first class mail.
- Customer for a period of thirty (30) days in the event a physician, public health officer, or social service official certifies in writing that discontinuation of service will aggravate an existing medical emergency of the Customer or other permanent resident of the premises where service is rendered. The Company shall refer the Customer or other permanent resident of the premises to social service agencies for investigation, confirmation of need and guarantee of payment. The Company shall supply.
- (b)(c) The Company can allow the transfer of active gas service from one party to another at the location over a period of time with no actual disconnection or interruption of service, otherwise known as "Soft Close."

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Rendered On and After Date Issued: November 12, 2007
November 19, 2007

T.R.A. No. 1

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# ATMOS ENERGY CORPORATION

# GENERAL RULES AND REGULATIONS (Continued)

Customers with names of agencies providing assistance.

- (e)(d) Each Customer shall be given the option to designate a third party who will receive a duplicate of any termination notice sent by the Company.
- (d)(e) The Company shall provide all Customers annually and all new Customers when they initiate service, a copy of its termination and reinstatement policies including procedures of complaints and disputes together with the alternative of appeal to the Tennessee Regulatory Authority and its representatives who are available to handle complaints and inquiries. Customers will be notified they do not have to pay that portion of a bill which is in dispute while the dispute process is underway.

# 2. Test of Metering Equipment at Customer's Request

Upon receipt of written request from the Customer to do so, the Company will make a test as to the accuracy of the metering equipment, subject to the following conditions:

- (a) If requested, tests will be made in the presence of the Customer according to methods prescribed by the Tennessee Regulatory Authority, and witnessed by a representative of that Regulatory Authority.
- (b) If on test the meter is within two percent (2%) of accurate, then the cost of \$75.00 the test shall be paid by the Customer. If on test the meter is inaccurate by more than two percent (2%) then the test shall be without cost to the Customer.
- (c) If a meter so tested is found to be more than two percent (2%) in error, either fast or slow, Company shall recompute Customer's monthly bills by using the corrected volumes of gas delivered for the period that meter was in error, but for not more than six months. The appropriate adjustment, either credit or debit, shall be made in Customer's account based on such corrected volumes.

# 2.1 Responsibility for consumption; security of facilities

(a) Loss of gas leakage from Customer's installation shall be considered to be consumption by the Customer.

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